

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING

Agenda

Wednesday, March 11, 2026

6:00 PM

*Commission Chambers
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

Mayor John H. Taylor, Jr.

Vice Mayor Joseph L. Kelley

Commissioner Sherelean Bass

Commissioner Natasha L. Ervin

Commissioner Luis B. Santiago

Appointed Officials

City Manager Sha'mecca Lawson

City Attorney Burnadette Norris-Weeks

City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

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 6:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

AGENDA
REGULAR COMMISSION MEETING
March 11, 2026
6:00 PM

1. **CALL TO ORDER:**
 2. **ROLL CALL:**
 3. **INVOCATION:**
 4. **PLEDGE OF ALLEGIANCE:**
 5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

Women's History Month Award presentation by Commissioner Dr.
Sherelean Bass
 6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
 7. **APPROVAL OF AGENDA:**
 8. **APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes - February 25, 2026
 9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
 10. **PUBLIC PRESENTATIONS:**
 11. **CITIZENS' FORUM:**

(Opportunity for discussion of any concerns – please limit to 3 minutes)
 12. **ACTION ITEMS (items from consent agenda pull list):**
 13. **ADMINISTRATION:**
- CONSENT AGENDA:**

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PAYMENT OF TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) TO BECKER & POLIAKOFF, P.A. FOR LOBBYING SERVICES RENDERED IN CONNECTION WITH THE 2023 LEGISLATIVE SESSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR VENDING MACHINE SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK OSCEOLA COUNTY SCHOOL DISTRICT CONTRACT #SDOC-24-B-094-ML WITH LEGACY CONSTRUCTION SERVICES GROUP INC. D/B/A PRO PLAYGROUNDS FOR PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR SERVICES (OSCEOLA COUNTY SCHOOL DISTRICT ITB #SDOC-24-B-094-ML), AND ENTER INTO AN AGREEMENT WITH LEGACY CONSTRUCTION SERVICES GROUP INC., D/B/A PRO PLAYGROUNDS FOR PLAYGROUND EQUIPMENT REPLACEMENT SERVICES AT SEGAL PARK, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED NINETY-NINE DOLLARS (\$49,999.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF ON-DEMAND TRANSPORTATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

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, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD, CMU, AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF \$100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM \$500.00 TO \$250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 25, 2026). *Sponsored by Commissioner Santiago***

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "DUMPSTER ENCLOSURES", AND MORE SPECIFICALLY, SECTION 11-81 TO REQUIRE MULTI-FAMILY UNITS TO USE DUMPSTER ENCLOSURES AND SECTION 11-84 TO INCLUDE AN ADDITIONAL SECTION ENTITLED "PENALTIES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on February 25, 2026). *Sponsored by Commissioner Bass and Co-sponsored by Vice Mayor Kelley***

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.

*** Financial Oversight**

Vice Mayor Joseph L. Kelley

*** Fiscal Responsibility & Accountability**

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 Individual Appointment (Mayor Taylor)

1 Individual Appointment (Commissioner Ervin)

1 Individual Appointment (Commissioner Santiago)

Charter Review Board

2 At-Large Appointments

Historic Environmental Preservation Board

1 Individual Appointment (Commissioner Santiago)

2 At-Large Appointments (Alternate Members)

Planning & Zoning Board

1 Individual Appointment (Vice Mayor Kelley)

Teen, Young Adult and Community Relations Advisory Board

1 Individual Appointment (Mayor Taylor)

1 Individual Appointment (Vice Mayor Kelley)

1 Individual Appointment (Commissioner Dr. Bass)

- 1 Individual Appointment (Commissioner Ervin)
- 2 At-Large Appointments

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **The City of Opa-locka Mayor & Commission presents Community Chess & Dominoes Monthly Challenge, Saturday, March 7, 2026 from 12:00 PM - 1:30 PM, Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. Hosted by Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago**
2. **The City of Opa-locka Mayor & Commission presents a Graduation Ceremony for the Lash Program, Saturday, March 7, 2026 at 5:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, 2nd Floor, Opa-locka, Florida. Hosted by Commissioner Dr. Sherelean Bass**
3. **Join Vice Mayor Joseph L. Kelley for Meet Me Monday, on Monday, March 9, 2026, at 6:00 PM, Senior Citizens Building at Ingram Park, 14295 NW 21st Court, Opa-locka, Florida. Frauds & Scams: What to look for in 2026!**
4. **Opa-locka Community Redevelopment Agency Meeting, Tuesday, March 10, 2026 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**
5. **The City of Opa-locka Mayor & Commission presents Community Bingo, Friday, March 13, 2026 at 6:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**
6. **The City of Opa-locka Mayor & Commission presents Florida Licensing on Wheels, Friday, March 20, 2026 from 9:30 AM - 1:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. DMV services conveniently within the community. Hosted by Vice Mayor Joseph L. Kelley**
7. **The City of Opa-locka Mayor & Commission presents a Monthly Free Food Distribution, Friday, March 20, 2026, from 9:30 AM - 12:30 PM, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida. First come, first served — while supplies last.**
8. **The City of Opa-locka Mayor & Commission presents Spring Cleaning with the Mayor, Friday, March 20, 2026 at 10:00 AM, Magnolia North Park, 15050 Duval Street, Opa-locka, Florida. Hosted by Mayor John H. Taylor, Jr.**
9. **The City of Opa-locka Mayor & Commission presents Hattitude Brunch, Thursday, March 26, 2026 at 11:00 AM, The ARC, 675 Ali-baba Avenue, Opa-locka, Florida. Hosted by Mayor John H. Taylor, Jr.**

10. **The City of Opa-locka Mayor & Commission invites you to a Monthly Free Food and Resource Drive, Wednesday, April 1, 2026, from 9:30 AM - 12:30 PM, Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. First come, first served — while supplies last. Hosted by Vice Mayor Joseph L. Kelley, co-hosted by Mayor John H. Taylor, Jr. Commissioner Natasha L. Ervin, Commissioner Dr. Sherelean Bass and Commissioner Luis B. Santiago**

11. **The City of Opa-locka Planning & Zoning Board Meeting, Tuesday, April 7, 2026 at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

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

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR COMMISSION MEETING
Wednesday, February 25, 2026
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the meeting to order at 6:03 PM on Wednesday, February 25, 2026, at the Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass; Commissioner Natasha L. Ervin; Vice Mayor Joseph L. Kelley; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also, in attendance were City Manager Sha'mecca Lawson; City Attorney Burnadette Norris-Weeks; and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Santiago.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Captain Ruggerio and recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Mayor John H. Taylor Jr.
A Moment in Black History

The Opa-locka Explorers Program presented a “Moment in Black History” in honor of the legacy of Reverend Jesse L. Jackson, recognizing contributions as a civil rights leader, minister, humanitarian, and advocate for social justice. The Explorers performed a tribute featuring the “I Am Somebody.”

Mayor Taylor highlighted the City’s Black History Essay Contest, which was distributed to schools, summer camps, and aftercare programs throughout Opa-locka. Eighteen submissions were received. Cash prizes were awarded in the amounts of \$300 for first place, \$200 for second place, and \$100 for third place.

The third-place award was presented to Shauneice Grubs, a student from South Florida School of Excellence. The second-place award was presented to Bronx Davis of Nathan B. Young

Elementary School. The first-place award was presented to Chanel Johnson of Nathan B. Young Elementary School. Each student read their “I Am Black History” essay.

Certificates of Achievement were presented to the winners, and Mayor Taylor thanked the students, parents, and school administrators for participation and support.

**Vice Mayor Joseph L. Kelley
Special Award Presentation**

Vice Mayor Kelley did not present the award at this time.

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

Vice Mayor Kelley requested to pull item 13-1.

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to approve the Consent Agenda.

City Clerk Flores noted a substitute agenda cover memo for item 13-1, which was distributed prior to the meeting.

There being no additional discussion, the motion to approve the Consent Agenda passed by a 5-0 vote.

Commissioner Santiago Yes
Commissioner Ervin Yes
Commissioner Bass Yes
Vice Mayor Kelley Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Ervin, seconded by Commissioner Bass, to approve the Agenda.

There being no additional discussion, the motion to approve the Agenda passed by a 5-0 vote.

Commissioner Santiago Yes
Commissioner Ervin Yes
Commissioner Bass Yes
Vice Mayor Kelley Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes — February 11, 2026

It was moved by Commissioner Ervin, seconded by Commissioner Santiago, to approve the February 11, 2026 Regular Commission Meeting Minutes.

There being no additional discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Santiago Yes
Commissioner Ervin Yes
Commissioner Bass Yes
Vice Mayor Kelley Yes
Mayor Taylor Yes

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

Assistant City Clerk Floralba Valdes-Wright announced the protocol for public participation at City Commission meetings.

Mayor Taylor passed the gavel to Vice Mayor Kelley and left the dais at approximately 6:30 PM.

City Clerk Flores stated there were no virtual public comments.

Vice Mayor Kelley opened the Citizens' Forum.

Brian Dennis, 2140 York Street, addressed the City Commission regarding an amended ethics complaint filed with the Department of Ethics against former City Manager Darvin Williams. Mr. Dennis referenced documentation related to Mr. Williams' association with the Well Springs company and alleged improper conduct while serving as City Manager. Mr. Dennis also raised concerns regarding a housing project, stating that seniors were promised residences that have not been delivered.

Mayor Taylor returned to the dais at approximately 6:35 PM.

Chris Roberts, 640 Dunad Avenue, expressed concerns about recreational programming and park usage. Mr. Roberts stated that soccer is currently operating at Ingram Park and questioned the addition of another soccer contract at a second park location. Mr. Roberts stated that other sports already utilize Sherbondy Park and urged balanced programming for residents.

Mayor Taylor closed Citizens' Forum.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH ADC INTERNATIONAL GROUP INC. D/B/A SOCCER STAR ELITE TO UTILIZE SHERBONDY PARK FIELD FOR ITS YOUTH SOCCER PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by Commissioner Santiago Deferred from 02/11/2026 RCM

The above resolution was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to discuss Agenda Item 12-1.

Commissioner Santiago stated that City parks belong to all residents and expressed concern regarding how a previously deferred item related to park scheduling was presented without prior notice of conflicts. Commissioner Santiago emphasized that sports programming benefits the community regardless of the sport and requested clarification from the City Manager regarding current park availability, specifically on Saturdays and Sundays.

City Manager Lawson stated that Sherbondy Park was available on Saturdays and Sundays; however, once football season began, the City would retain priority use under the agreement.

City Manager Lawson further explained that the legislation was a field use agreement sponsored by Commissioner Santiago for Soccer Star Elite to use Sherbondy Park from 9:00 AM to 2:00 PM on Saturdays and Sundays, and confirmed that City events and football games would take precedence.

Commissioner Santiago stated that the item had previously been deferred due to uncommunicated scheduling conflicts and emphasized the need for clearer communication. Commissioner Santiago stated that the agreement was intended to bring a soccer program to the west side and expressed no concern with having two soccer programs operating in the City.

Mayor Taylor confirmed with City Manager Lawson that the updated memo reflected revised dates and priority provisions for City use.

Commissioner Ervin noted that football schedules can change midweek, making advance notice difficult, and questioned how multiple programs would be accommodated.

The meeting recessed at 6:53 PM for five minutes due to the fire alarm.

The meeting was reconvened at 6:58 PM and roll call was taken again. The Mayor & Commission were all present.

The above resolution was read again by Mayor Taylor.

Commissioner Ervin reiterated concerns that football schedules often change on short notice, sometimes as late as Thursday, which could create conflicts with the proposed soccer agreement. She also questioned whether the City intended to divide programs between parks and expressed concern about the potential for multiple football or other sports programs operating at both locations.

Commissioner Santiago questioned the suggestion of dividing programs between parks and stated that no such formal division policy existed to Santiago's knowledge. He expressed opposition to creating divisions between park facilities and requested that the item be called for a vote.

Commissioner Bass stated support for giving west side residents the same opportunity to participate in park programming and opposed denying the soccer program in advance, noting that residents should decide whether to participate.

Vice Mayor Kelley stated a preference to refer to the City as Opa-locka rather than by sides and noted that prior questions had not been raised because the item was previously deferred. He requested clarification regarding participant fees, free or discounted spots, and why the City would cover Level II background screening costs.

Vice Mayor Kelley also asked about cleanup compliance, notice requirements for scheduling conflicts, and how City events would take precedence. He raised concerns about staffing needs, potential costs, and access to park facilities, including restroom access. He further requested clarification from the organization regarding proposed park improvements and scholarship selection criteria.

City Manager Lawson stated that Sherbondy Park typically has two to three staff members on duty during weekends and noted that most are part-time employees. City Manager Lawson indicated that current staffing levels reflect existing park operations.

Vice Mayor Kelley expressed concern that existing staffing may be insufficient if multiple activities occur simultaneously, including rentals, court use, and soccer programming. He stated that additional staffing may be necessary to ensure proper supervision and minimize liability for the City.

City Manager Lawson further clarified that the provision stating the City would pay for Level II background screenings would need to be revised, as the City could not bear that cost. She stated that the organization would be responsible for paying for background checks.

City Attorney Norris-Weeks stated that the agreement would need to be amended in paragraph 13 to reflect that Level II background screenings would be paid for by the vendor rather than the City.

City Manager Lawson stated that the agreement, as written, would restrict access to indoor restrooms at Sherbondy Park and noted that the language would need to be revised, as it mirrored the Ingram Park agreement where restrooms are located outside.

City Manager Lawson acknowledged that the agreement did not currently specify a notice period and stated that language could be added to require at least seven days' notice to the organization when feasible.

Commissioner Ervin expressed concern that football schedules sometimes change on short notice and questioned how the City would comply with a seven-day notice requirement in those situations.

Commissioner Santiago recommended that such instances could be treated as emergencies.

City Manager Lawson stated that if approved, the organization would not need a rental application but would be required to submit a schedule with dates and expected attendance. She noted that advance notice would be necessary, especially if attendance exceeded 50 people, as police would be required.

Commissioner Bass sought clarification regarding the seven-day notice provision and asked whether the soccer organization would defer to the City if notified that the football team required use of the park. It was confirmed that City use would take precedence under the agreement.

Discussion continued about proper notice.

Commissioner Santiago questioned why schedule changes occur at the last minute and stated that organizations should maintain consistent schedules to ensure fairness for all park users.

Commissioner Ervin responded that football league schedules are controlled externally and sometimes change on short notice, noting that seven-day notice may not always be possible and could create liability concerns for the City.

Vice Mayor Kelley asked whether staff could confirm participant fees, discounts, and background screening costs, and questioned whether the current staffing of two to three part-time employees would be sufficient to manage simultaneous park activities, rentals, and a potential soccer program. He expressed concern about public safety, police requirements for large attendance, and overall operational costs.

Vice Mayor Kelley stated that his concerns were based solely on the terms outlined in the agreement and emphasized the need for clarity regarding compliance, scheduling, and liability. He noted that several provisions had already been identified for revision and stated that the

organization should be present to confirm agreement with any proposed changes. He concluded that without clear answers and revisions, he could not support the item and requested that the matter be clarified and potentially brought back for further consideration.

Commissioner Santiago confirmed the representatives were available for questions.

Vice Mayor Kelley requested clarification regarding how scholarship recipients would be selected based on financial need, commitment, and community involvement, and asked whether a formal document or criteria was used in the selection process. He also sought clarification on references in the application to cosmetic and functional park improvements, including organization, signage, and general upkeep, and requested additional details regarding those proposed enhancements.

Osmani Pelaez of Blue Fury Sports came forward with the owner of Soccer Star Elite and stated that the organization was willing to assist with minor park improvements to maintain field quality. The representative explained that criteria for selecting six community players at no cost would be provided for review and would be based on talent and need.

Mr. Pelaez further stated that the organization carried its own insurance coverage, managed its own staff, and maintained a full-season schedule, with any unexpected changes handled internally by the club.

Vice Mayor Kelley stated that his concern remained the lack of written scholarship criteria and clarification regarding proposed field improvements, noting that such terms should be included in the agreement. He also asked how many teams part of the program were currently.

Mr. Pelaez responded that the club had five teams, each with approximately 10 to 15 players, and stated that the organization intended to grow within the community.

Mayor Taylor stated that while not opposed to the program, several unanswered questions and errors remained in the agreement, including restroom access, communication requirements, scholarship details, police responsibility, and liability provisions. He recommended that the agreement be pulled, revised, and brought back for further consideration to address all concerns. Mayor Taylor emphasized the need to protect the City's interests while supporting community partnerships.

Commissioner Santiago stated that deferring the item to the next meeting was not a problem and supported bringing it back after requested revisions were prepared. He requested that the agreement mirror the existing agreement used at Ingram Park and stated that all parks use agreements should follow the same standard terms.

Commissioner Santiago deferred the item.

Vice Mayor Kelley stated for the record that the community should not be portrayed as divided by geography or demographics and emphasized that Opa-locka is one unified community. He stated that his questions were based solely on the agreement's terms and not on opposition to

any group or area of the City. Vice Mayor Kelley affirmed support for equal opportunity for all residents.

Mayor Taylor suggested that the City Manager meet with the sponsor and the potential tenant to address the City Commission's questions and revise the agreement accordingly before bringing the item back for consideration.

Commissioner Santiago stated that no one was attempting to divide the community and reiterated that his comments were focused on fairness and ensuring all organizations followed the same City rules. He emphasized that Opa-locka was one unified community.

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH ADC INTERNATIONAL GROUP INC. D/B/A SOCCER STAR ELITE TO UTILIZE SHERBONDY PARK FIELD FOR ITS YOUTH SOCCER PROGRAM; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago*
*Deferred from 02/11/2026 RCM***

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPALOCKA'S LAND DEVELOPMENT REGULATIONS**

PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF “TRAVEL TRAILER” TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF “CAMPING TRAILER” TO REMOVE THE WORD “VEHICULAR” AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD “TRUCK” FROM “TRUCK CAMPER”; TO AMEND THE WORD “MOTOR HOME” TO REQUIRE A “BUILT ON” REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF “SCREENED” TO ADD THE WORDS “THE CONDITION OF BEING” AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE “RESIDENTIAL TOWNHOUSE DISTRICT”, “MODERATE DENSITY RESIDENTIAL DISTRICT”, “HIGH DENSITY RESIDENTIAL DISTRICT” AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD, CMU, AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF \$100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA’S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM \$500.00 TO \$250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Santiago Deferred from 02/11/2026 RCM*

City Clerk Flores stated an interpreter was available for the item.

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Santiago, seconded by Vice Mayor Kelley, to discuss Agenda Item 16-A.1.

Commissioner Santiago stated that there were no additional concerns, thanked Mr. Gay for assistance with the amendment, and clarified that the prior meeting was adjourned due to an emergency.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

City Attorney Norris-Weeks stated that certain revisions discussed between the previous meeting and the current meeting needed to be confirmed. She advised that Mr. Gay provide a presentation to clearly outline the proposed changes and ensure the City Commission understood what was being voted on, including clarification regarding visibility requirements and related provisions.

Gregory Gay, Director of Planning and Community Development, stated that the process would require an affidavit and clarified that RVs would be permitted in the side yard to remain visible from the public right-of-way. An RV registration sticker would be issued, and a property sticker was suggested to assist Code Enforcement. Mr. Gay also stated that alley access for RV placement would not be permitted and that Code Compliance would issue citations for violations based on each occurrence.

Mayor Taylor referenced prior discussion about encouraging RV registration through a temporary waiver of fees during an initial sign-up period and asked whether that provision was included in the legislation.

City Attorney Norris-Weeks clarified that while an educational period could be implemented to allow residents time to comply, fees could not be waived once enforcement began. She explained that enforcement actions must be applied uniformly and that any citations would proceed through Code Enforcement and the Special Magistrate process.

There being no additional discussion, the motion to approve the ordinance passed by a 5-0 vote on first reading.

Commissioner Santiago Yes
Commissioner Ervin Yes
Commissioner Bass Yes
Vice Mayor Kelley Yes
Mayor Taylor Yes

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPALOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV, OF THE CITY OF OPALOCKA'S CODE OF ORDINANCES ENTITLED "DUMPSTER

ENCLOSURES”, AND MORE SPECIFICALLY, SECTION 11-81 TO REQUIRE MULTI-FAMILY UNITS TO USE DUMPSTER ENCLOSURES AND SECTION 11-84 TO INCLUDE AN ADDITIONAL SECTION ENTITLED “PENALTIES”; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass*

The above ordinance was read by City Attorney Burnadette Norris-Weeks.

It was moved by Commissioner Santiago, seconded by Commissioner Bass, to discuss Agenda Item 16-A.2.

Commissioner Bass asked colleagues to review and support the proposed ordinance requiring enclosed dumpsters for multifamily units. She stated that many multifamily properties have insufficient dumpster capacity, resulting in excessive trash and debris.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Commissioner Santiago expressed support for the ordinance, stating it addressed long-standing concerns regarding excessive trash and disorganized container use at multifamily properties. He noted similar issues in residential properties with multiple units and emphasized the need for proper container sizing and compliance.

Aria Austin, Public Works Director, clarified that multi-family properties with up to four units may use residential containers, while properties with more than four units must obtain commercial service. He added that single-family property owners may request an additional container for an added fee and that repeated overflow could require a second container through enforcement.

Commissioner Ervin asked why certain apartment complexes on Jann Avenue and near Golf Course Drive used multiple green residential containers instead of a commercial dumpster. Mr. Austin confirmed each unit had its own container.

Vice Mayor Kelley requested to co-sponsor the item and expressed support for the ordinance. He emphasized that his primary concern was enforcement, noting that many properties already fail to comply with existing slab and enclosure requirements. He urged consistent enforcement to ensure fairness and improve the City’s appearance.

Commissioner Bass agreed to the co-sponsorship.

There being no additional discussion, the motion to approve the ordinance passed by a 5-0 vote on first reading.

Commissioner Santiago Yes

Commissioner Ervin Yes

Commissioner Bass Yes
Vice Mayor Kelley Yes
Mayor Taylor Yes

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

There was none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Lawson reported that she distributed a bi-weekly City Manager's Report and highlighted several updates. She traveled to Tallahassee with Mayor Taylor and department directors to meet with state agencies and legislative delegation members regarding funding opportunities for infrastructure, technology, and park improvements. She stated the meetings were productive and the City was awaiting outcomes.

She announced construction of the Segal Parking Lot would begin the first week of March, including asphalt removal, curb installation, resurfacing, striping, and 32 total parking spaces. She also reported progress at Lift Station 9, where the wet well was installed and work continued without delay.

City Manager Lawson further advised that the Police Department and Code Enforcement conducted a commercial vehicle enforcement initiative, resulting in 11 citations and approximately nine code violations. She stated enforcement efforts would continue.

Commissioner Bass thanked City Manager Lawson for continued efforts to move the City forward and expressed appreciation for the work being done on behalf of the community.

Commissioner Santiago commended City Manager Lawson on visible progress throughout the City and acknowledged ongoing project activity. He encouraged improved advance communication with residents regarding construction.

Commissioner Bass Ervin she looked forward to the upcoming ribbon cutting for the basketball court. She shared that the park was actively being used.

Vice Mayor Kelley stated he would submit his questions directly to City Manager Lawson.

Mayor Taylor shared that a resident recently expressed appreciation for the smooth roadway improvements on Ali Baba Avenue. He then asked for clarification regarding the Segal Park project, specifically the reference to removing an existing asphalt trail.

Adelina Gross, CIP Manager, explained that only a remaining portion of an old trail would be removed to allow for additional parking, and that the newly rehabilitated trails would not be impacted.

Mayor Taylor requested that an updated project overview be emailed to the City Commission, and staff confirmed the project would begin the following week.

Commissioner Santiago stated that Sherbondy Park looked beautiful and acknowledged ongoing efforts to improve other parks. He suggested exploring the addition of exterior restroom facilities at Sherbondy Park due to the high volume of visitors and field activity.

City Manager Lawson responded that staff could evaluate the feasibility and potential funding sources, including grant opportunities.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor, Jr.

- **Financial Oversight**

Vice Mayor Joseph L. Kelley

- **Fiscal Responsibility & Accountability**

Commissioner Ervin stated that the Black History Bingo event was successful and reminded residents of the upcoming Black History Program on Friday at 6:00 p.m. at Sherbondy Park. She also invited the community to participate in a Heart Health Month walk on Saturday in partnership with Logos Church and commended the Police Department for its continued strong performance.

Vice Mayor Kelley reported that the monthly Feeding South Florida event was successful and thanked City Manager Lawson, staff, Police, and Public Works for their support. He announced the upcoming Farm Share distribution and Prayer in the Garden next Wednesday, as well as a Meet Me Monday presentation on fraud and scam prevention at the Ingram Park Senior Building. He also commended the Police Department for its Coffee with a Cop community engagement efforts.

Commissioner Santiago thanked colleagues for working together at community events and highlighted participation in a recent Police Department breakfast as a positive example of unity in the City. He announced the upcoming Dominican Independence Day celebration at Historic City Hall and expressed appreciation for the support provided to host the event. He briefly referenced the status of the community newspaper initiative and stated he would follow up separately. Commissioner Santiago concluded by noting plans to introduce future resolutions to strengthen City operations.

Commissioner Bass reminded colleagues of the upcoming graduation for the City's last certification class on the 7th at approximately 5:00 PM and encouraged them to confirm details by email. She thanked the City Manager's Office for its support and noted that 10 participants would graduate. She shared interest in continuing workforce trainings, including lymphatic drainage courses, and stated she would be unable to attend Saturday's walk but offered her support.

Mayor Taylor stated that the Tallahassee meetings were productive and expressed optimism about funding outcomes. He thanked attendees of the State of the City and recognized staff and the Commission for their collective efforts. He announced the new Students in Service volunteer program for students needing graduation hours, invited the public to Saturday's Centennial Stories event at Historic City Hall, and reminded residents that the Tax Collector's Office would be on-site Friday from 9:00 AM to 4:00 PM to provide services without appointments.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Kelley, seconded by Commissioner Santiago, to adjourn the meeting at 8:33 PM.

John H. Taylor, Jr.
Mayor

ATTEST:

Joanna Flores
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

RESOLUTION NO. 26-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PAYMENT OF TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) TO BECKER & POLIAKOFF, P.A. FOR LOBBYING SERVICES RENDERED IN CONNECTION WITH THE 2023 LEGISLATIVE SESSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka, (“City”) received Invoice No. 5087626 from Becker & Poliakoff, P.A., dated August 21, 2023, for an amount of Twenty-Four Thousand Dollars (\$24,000.00); and

WHEREAS, the invoice reflects that services were rendered in connection with the 2023 Legislative Session; and

WHEREAS, the services were authorized during the prior tenure of a former City Manager under the purchasing authority of said manager, which was up to an amount of Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, no Professional Services Agreement was ever formally approved by the City of Opa-Locka Commission; and

WHEREAS, the State of Florida oversight authority has denied payment absent City Commission approval; and

WHEREAS, the City Commission desires to formally recognize the lobbying services provided and further authorize payment in the amount of Twenty-Four Thousand Dollars (\$24,000.00); and

WHEREAS, funding is available utilizing Budget Code 19-519312, which has a sufficient balance; and

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue payment of Twenty-Four Thousand Dollars (\$24,000.00) to Becker & Poliakoff, P.A. for lobbying services rendered in connection with the 2023 Legislative Session.

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, following review by the City Attorney, 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 _____ day of _____, 2026.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____



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

City Manager:	Sha'mecca Lawson		CM Signature:						
Commission Meeting Date: <i>(Enter X in box)</i>	3.11.2026		Item Type: <i>(Enter X in box)</i>	Resolution		Ordinance		Other	
				X					
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	Yes	No	Yes
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	No	RFP/RFQ/Bid#:						
	X								
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>					
	X								
Sponsor Name	City Manager		Department:	City Manager					

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO REMIT PAYMENT IN THE AMOUNT OF \$24,000.00 TO BECKER AND POLIAKOFF,P.A. FOR SERVICES PREVIOUSLY RENDERED.

Staff Summary:

The City received Invoice No. 5087626 from Becker and Poliakoff. The invoice dated August 21, 2023, states that services were rendered in relation to the 2023 Legislative Session. The services were authorized and completed during the tenure of prior administration; however, payment was not processed before the transition. The City Manager is seeking the City Commission's approval to remit payment for the outstanding funds.

Financial Impact: Funding is available in Budget Code 19-519312 with a balance of \$197,350

Proposed Action:

Staff will adhere to the recommendation of the City Commission.

Attachment:

Invoice# 5087626

Becker & Poliakoff, P.A.
1 East Broward Blvd. Suite 1800
Fort Lauderdale, FL 33301

Page 1
INVOICE #: 5087626
INVOICE DATE: August 21, 2023

CLIENT / MATTER: O18293 / 262327
THROUGH: August 21, 2023

OPA-LOCKA, CITY OF
Attn: Darvin William, Interim City Manager
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: GOVERNMENT MATTERS

CURRENT FEES

2023 Legislative Session	\$24,000.00
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Summary

	Current Fees: \$ 24,000.00
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	Amount Due for this Invoice: \$24,000.00
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For your convenience we accept payments via:

*Checks payable to Becker and Poliakoff, P.A. or Becker, mailed to
1 East Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301*

Credit Cards at www.beckerlawyers.com/cc

Wire Transfers (Please contact our office for instructions)

TAX IDENTIFICATION #59-1640708

Sponsored by: City Manager

RESOLUTION NO. 26-XXX

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 VENDING MACHINE SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to provide vending machine services at designated City facilities for employees, visitors, and the general public; and

WHEREAS, the City seeks proposals from qualified and experienced vendors to supply, install, stock, service, and maintain vending machines offering food and beverage products; and

WHEREAS, the selected vendor will be responsible for furnishing and installing vending machines at approved locations, stocking machines with a variety of food and beverage options, servicing and maintaining the machines in good working order, repairing or replacing malfunctioning machines, removing expired products, collecting all vending revenues, and providing customer service information on each machine; and

WHEREAS, the City Manager is seeking City Commission approval to issue a Request For Proposals (RFP) to provide vending machine services at designated City facilities for employees, visitors, and the general public; and

WHEREAS, issuance of the RFP will not have a fiscal impact, as vending services are generally cost-neutral or revenue-generating, subject to final contract terms; and

WHEREAS, the City Commission desires to accept the recommendation of the City Manager as in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY 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 FOR RFP

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request For Proposals (RFP) to provide vending machine services at designated City facilities for employees, visitors, and the general public.

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, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

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 _____ 2026.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____



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

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date: <i>(Enter X in box)</i>	3.11.2026		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
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	Yes
					X		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	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ISSUE AN REQUEST FOR PROPOSAL FOR VENDING MACHINE SERVICES.

Staff Summary:

The City of Opa-locka is seeking proposals from qualified and experienced vendors to provide vending machine services at designated facilities. The selected vendor will supply, install, stock, service, and maintain vending machines offering food and beverage products for employees, visitors, and the general public.

The successful proposer shall be responsible for providing full-service vending operations, including but not limited to:

- Furnishing and installing vending machines at approved locations
- Stocking machines with a variety of food and beverage options
- Servicing, cleaning, and maintaining all machines in good working order
- Repairing or replacing malfunctioning machines promptly
- Removing outdated or expired products
- Collecting all revenues from vending machine sales
- Providing customer service contact information and support on each machine

Financial Impact: There is no fiscal impact associated with issuing the RFP. Vending machine services are generally cost-neutral or revenue-generating, subject to final contract terms.

Proposed Action:

Staff recommends the City Commission approves this legislation.

Attachment:

Draft Solicitation

CITY OF OPA-LOCKA



RFP: 26-TBA **Request for Proposals (RFP)** **Vendor Machine Services**

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ADVERTISEMENT



RFP 26-TBA

The City of Opa-locka, Florida, invites qualified and experienced contractors to submit sealed proposals for Vendor Management Services. Proposals will be received by the City of Opa-locka at the Office of the City Clerk, located at 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054. The deadline for submissions is TBA, by 2:00 p.m. (ET).

Proposals may be submitted via one of two methods:

1. Electronic Submission via DemandStar: Proposals may be submitted through www.demandstar.com (e-bid) by 2:00 p.m. ET on the designated due date. The City strongly prefers and encourages electronic submissions.
2. Submission via Postal Mail: Sealed proposals may be submitted via mail to the address below by 2:00 p.m. ET on the due date. Any Request for Proposals. (RFP) package that arrives after the specified closing time will be returned unopened.

Instructions for Postal Mail Submission:

Please submit one (1) original proposal, six (6) copies, and one copy of the proposal package on a USB flash drive in PDF format. All materials should be enclosed in sealed envelopes or packages. The envelopes or packages must be addressed to the City Clerk's Office, City of Opa-locka, Florida, and marked as follows: RFP 26-TBA Vending Machine Services.

Mailing Address:

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

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 reserves the right to award the contract to that Proposer(s) whose proposal best complies with the **RFP NO: 26-TBA** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified and experienced vendors to provide vending machine services at designated facilities. The selected vendor will supply, install, stock, service, and maintain vending machines offering food and beverage products for employees, visitors, and the general public.

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 the proposals by 2:00 pm (ET) on TBA. 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. 26-TBA – **Vending Machine Services**. 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 30 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to ensure 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, Option 1, before the 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 USB Flash Drive 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 mode of delivery.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposals. 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 and or the Procurement Officer will receive written requests for clarification concerning the meaning or interpretations of the RFP. 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 other than the City's Purchasing Officer 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. Addenda: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may post addenda on the City's website up to five (5) 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 Officer 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 and evaluated 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 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 Proposer 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. 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 Proposer 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.

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 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 for 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. In the event the Proposer is a governmental entity or self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

Insurance Requirements

The selected proposer must maintain comprehensive insurance coverage throughout the term of the agreement, including but not limited to:

- **Commercial General Liability Insurance:**
Minimum coverage of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for bodily injury, personal injury, and property damage. The City must be named as an **Additional Insured**.
- **Workers' Compensation Insurance:**
Coverage compliant with state law for all employees of the proposer.
Employers' Liability coverage of at least **\$500,000 per incident**.
- **Automobile Liability Insurance (if applicable):**
Minimum coverage of **\$1,000,000 per occurrence** for any vehicles used in the operation of the facility.
- **Umbrella/Excess Liability Coverage:**
Minimum of **\$2,000,000** in additional coverage beyond general liability limits.
- **Professional Liability Insurance (if applicable):**
If the proposer provides specialized professional services, such as consulting or educational programming, they must carry **\$1,000,000 in professional liability insurance**.
- **Indemnification Clause:**
The proposer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from the proposer's operations or negligence.

All insurance policies must be provided by insurers licensed to operate in the state and must remain in force for the duration of the agreement. Proof of insurance coverage must be submitted to the City before contract execution and must be updated annually.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified to operate in the State of Florida at the time of RFP submittal. The proposal of any Proposer which does not meet these criteria 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 people 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

\$35,000) 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, Miami-Dade County 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 may 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 Proposers with Drug-Free Workplace (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 Proposer 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 after 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 initiated by the delivery to the contractor at least five (5) working days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Cone of Silence: This solicitation is subject to a Cone of Silence pursuant to Section 2-320.2 of the City of Opa-locka's Code of Ordinances. A cone of silence shall be applicable to all City staff, the Mayor and City Commission and its staff, the City Attorney and his/her staff, the City Clerk and his/her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFP), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements.

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CALENDAR EVENTS

EVENT	DATE/LOCATION
Release Date	TBA
Pre-Bid (walkthrough)	TBA
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"
Response to Questions	TBA @ 5:00pm (ET)
Due Date/Bid Opening	TBA @ 2:00 pm (ET)
Evaluation Committee Meeting	TBA
Award Recommendation	TBA
Commission Approval	TBA
Post Award	TBA

PART II NATURE OF SERVICES REQUIRED

2.2 SCOPE OF SERVICES

The successful proposer shall be responsible for providing full-service vending operations, including but not limited to:

- Furnishing and installing vending machines at approved locations
- Stocking machines with a variety of food and beverage options
- Servicing, cleaning, and maintaining all machines in good working order
- Repairing or replacing malfunctioning machines promptly
- Removing outdated or expired products
- Collecting all revenues from vending machine sales
- Providing customer service contact information and support on each machine
- Remaining compliant with state and local laws and regulations for health and safety standards for perishable items.

LOCATIONS AND ESTIMATED VOLUME

Vending machines will be located at the following facilities:

- Municipal Complex-780 Fisherman Street, Opa-locka, FL 33054
- Sherbondy Village-215 Perviz Avenue, Opa-locka, FL 33054
- Public Works Department- 12950 Lejeune Road, Opa-locka, FL 33054

The number and type of machines may vary by location and are subject to adjustment at the discretion of the City.

Proposer shall work together with CITY to identify additional high-traffic locations where vending machines will generate strong sales. City shall have the right to reject any location and require removal of the vending machine to another location with thirty (30) days' notice.

MACHINE REQUIREMENTS

Proposals should address the following minimum requirements:

- Machines must be modern, reliable, and energy-efficient
- Cashless payment options (e.g., credit/debit cards, mobile pay) are strongly preferred
- Machines must comply with the Americans with Disabilities Act (ADA), where applicable
- Food and beverage machines must meet all applicable health and safety regulations

PRODUCT OFFERINGS

Vendors shall provide:

- A reasonable variety of snacks and beverages
- Healthy and low-sugar options, where feasible
- Products with clearly displayed pricing
- Flexibility to adjust product mix based on demand and feedback

COMMISSION, PRICING AND PAYMENT

Proposers shall clearly state:

- Proposed commission percentage payable to the City
- Pricing structure for products
- Any fees or costs to the City

All commissions are paid quarterly, in arrears, and are based upon revenue collected from the beverage/snack vending machines by Vendor net of taxes, government mandated deposits and recycling fees, if any. Commissions and vendor prices will remain fixed over the entire term.

Vendor will be responsible for all applicable costs. The City reserves the right to negotiate commissions and pricing with the selected vendor.

TERM OF CONTRACT

The anticipated contract term is for one (1) year with the option to renew for four (4) additional one-year (1) terms, for a maximum of five (5) years. Renewals are subject to mutual agreement and satisfactory performance.

PART III PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

The purpose of this response is to showcase the qualifications, competence, and capacity of the firm seeking to provide the services outlined in this RFP. Therefore, the qualifications will be prioritized over the presentation style. The technical response should demonstrate the qualifications of the individual or firm and the staff assigned to this project. Please include as much information as possible regarding qualifications and experience.

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 proposal for 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 no more than two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done

3.2.3.3 Give the names of the people authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature from 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 people to be contacted for information or services if different from name of the 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

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 5 – Experience and Qualifications

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

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

3.2.6 Tab 8 – References (Client Reference Form)

Please provide detailed information regarding at least three organizations, preferably government entities, that have utilized the services described in this Request for Proposals (RFP) within the past five years. For each organization, please include the following information: the name of the organization, a description of the services rendered, the duration of the engagement, and the name of a contact person, along with their telephone number and email address.

3.2.7 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Certification Regarding Debarment and Suspension
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verify Form
- Anti-Kickback Affidavit
- Client Reference Form

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee will convene, review, and ultimately rank 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.

4-2 EVALUATION CRITERIA

Proposals will be evaluated based on the established criteria and their alignment with the City's requirements, as determined exclusively by the City.

Evaluation Criteria	Weight (%)	Description
Technical Approach & Service Program	25%	Evaluation of the proposer’s overall plan to provide vending services, including installation, stocking frequency, service response times, staffing, monitoring systems, and operational controls.
Experience & Qualifications	25%	Evaluation of the proposer’s experience providing similar services, particularly in municipal, institutional, or high-traffic environments.
Equipment, Technology & Product Offering	15%	Evaluation of the quality, reliability, and technological capabilities of the proposed machines, as well as the variety and quality of product offerings.
Customer Service & Maintenance	15%	Evaluation of customer support systems and ability to minimize downtime.
Value to the City (Commission/Rebate Structure)	20%	Evaluation of financial returns or added value offered to the City.
TOTAL	100%	

4-3 ORAL PRESENTATIONS

Proposers are required to make individual presentations to the City Selection Committee to clarify their proposals. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

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 Relationship Manager must be in attendance.

References and site visits (if needed) 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 a firm or multiple firms that meet the City's best interests. The City shall solely judge its best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, an agreement is expected to be reached between both parties. The City staff will recommend the proposer with the most responsive and responsible bid, whose proposal is deemed to offer the best overall value for the City, based on the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After the selection committee reviews the proposals and oral presentations, the City Manager will receive a recommendation 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.

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PROPOSER QUALIFICATIONS

The Proposer, in conjunction with 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. 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 ensure 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.

Year	BID SCHEDULE	COMMISSION	
1	Percentage (%) of gross vending machine sales to be paid to City of Opa-locka. Gross vending machine sales do not include tax.		%

City of Opa-locka requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Opa-locka to declare bid non-responsive. Contract to begin upon approval by the City Commission.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1: % Increase__ %Decrease__ Explanation_____

Renewal Option 2: % Increase__ %Decrease__ Explanation_____

Renewal Option 3: % Increase__ %Decrease__ Explanation_____

Renewal Option 4: % Increase__ %Decrease__ Explanation_____

PRICE PROPOSAL FORM
(SUBMIT ONE ORIGINAL UNBOUND AND FOUR (4) COPIES)

PROJECT: RFP26- TBA VENDING MACHINE SERVICES

(Company Name)

(Address)

(City, State, Zip)

(Print or Type Name)

(Signature-When signed, this Proposal Form is legal and binding to the City of Opa-locka and acknowledges that ALL Documents within this RFP have been read and understood).

(Date)

(Phone Number)

City of Opa-locka
Having carefully examined the Request for Proposals and Related Documents for RFP 26-TBA, the signed proposes to furnish Concession Stand Management Services with the following compensation:

City of Opa-locka requires pricing to remain firm for the duration of the initial term of the contract (award of contract through June 30, 2025). Failure to hold firm pricing for the initial term of the contract will be sufficient cause for City of Opa-locka to declare bid nonresponsive. Contract to begin upon approval by the City Commission.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.

Renewal Option 1: % Increase__ %Decrease__ Explanation_____

Renewal Option 2: % Increase__ %Decrease__ Explanation_____

Renewal Option 3: % Increase__ %Decrease__ Explanation_____

Renewal Option 4: % Increase__ %Decrease__ Explanation_____

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, County, State, Federal, or other 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 the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed

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

E. The certification in paragraph 1(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 _____

RFP 26-TBA
NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPOSER 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 PROPOSER 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 PROPOSER,
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 PROPOSER, firm, or
person to fix any overhead, profit, or cost elements of the Proposal or of any other
PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the
Proposed Price of any other PROPOSER, 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 PROPOSER or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: _____

State of Florida County of _____

The foregoing instrument was acknowledged before me via physical presence OR online notarizations this _____ day of _____, 2026.

By _____

Personally known _____ OR produced identification _____

Notary Public

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-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/subcompanies/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: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

AGREEMENT FOR VENDING MACHINE SERVICES

THIS IS AN AGREEMENT, dated the ___ day of _____, 2026, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

a Florida _____,
hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in need of a CONTRACTOR for Vendor Machine Services, pursuant to RFP No. 26-TBA
- 1.2 CITY finds it necessary to seek a professional, full-service company for Vending Machine Services.
- 1.3 CITY issued RFP 26-TBA ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.
- 1.4 At its meeting of _____, 2026, CITY selected CONTRACTOR to perform services needed that will provide services relating to Request for Proposals (RFP) 26-TBA.
- 1.5 Contractor's firm will be responsible for providing Vendor Machine Services to supply, install, stock, service, and maintain vending machines offering food and beverage products at designated City facilities.
- 1.6 Contractor shall stay compliant with state and local laws and regulations for health and safety standards for perishable items.

ARTICLE 2 SCOPE
OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 26-TBA, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services and the Contractor's Response, attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 26-TBA.

2.3 Vending machines will be located at the following facilities:

- Municipal Complex-780 Fisherman Street, Opa-locka, FL 33054
- Sherbondy Village-215 Perviz Avenue, Opa-locka, FL 33054
- Public Works Department- 12950 Lejeune Road, Opa-locka, FL 33054

2.4 CONTRACTOR shall work together with CITY to identify additional high-traffic locations where vending machines will generate strong sales. City shall have the right to reject any location and require removal of the vending machine to another location with thirty (30) days' notice.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to the RFP.

2.6 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4
CONTRACT SUM

The CONTRACTOR hereby agrees to pay CITY for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 26-TBA.

4.1 The payment for services pursuant to a commission structure to be paid based on the percentage of sales.

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any,

all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage \$1,000,000 per occurrence (\$2,000,000 Aggregate).

5.6 Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period).

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$500,000 per incident (Including Policy Number and Policy Period);

5.8 Umbrella/Excess Liability Coverage with minimum of \$2,000,000 in additional coverage beyond general liability limits.

5.9 Professional Liability Insurance (if applicable): If the CONTRACTOR provides specialized professional services, such as consulting or educational programming, they must carry \$1,000,000 in professional liability insurance.

5.10 A certificate naming the City as an “additional insured” for General Liability is required.

5.11 Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.10 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.11 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the

application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is for one (1) year with the option to renew for four (4) additional one-year (1) terms, for a maximum of five (5) years, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation years. Renewals are subject to mutual agreement and satisfactory performance.

11.2 This Agreement 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 affected 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. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. 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.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 26-TBA, Exhibit "A", and the Contractor's Proposal attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

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) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk’s Office, 780 Fisherman Street, Opa-Locka, FL 33054

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service with verified confirmation. If by mail, with return receipt requested, 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. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: Sha’mecca Lawson, City Manager
 City of Opa-locka Municipal Complex
 780 Fisherman Street, 4TH Floor
 Opa-locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
 Burnadette Norris-Weeks, P.A.
 401 North Avenue of the Arts
 Fort Lauderdale, Florida 33311

Contractor: _____

Copy To: _____

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 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.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

City of Opa-locka

ATTEST:

Joanna Flores
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY:

Sha'mecca Lawson
City Manager

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

BY: _____

Name: _____

Position: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK OSCEOLA COUNTY SCHOOL DISTRICT CONTRACT #SDOC-24-B-094-ML WITH LEGACY CONSTRUCTION SERVICES GROUP INC. D/B/A PRO PLAYGROUNDS FOR PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR SERVICES (OSCEOLA COUNTY SCHOOL DISTRICT ITB #SDOC-24-B-094-ML), AND ENTER INTO AN AGREEMENT WITH LEGACY CONSTRUCTION SERVICES GROUP INC., D/B/A PRO PLAYGROUNDS FOR PLAYGROUND EQUIPMENT REPLACEMENT SERVICES AT SEGAL PARK, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, NINE HUNDRED NINETY-NINE DOLLARS (\$49,999.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 24-094, City of Opa-Locka Administration sought out a vendor to replace the City of Opa-Locka's antiquated playground equipment and is now seeking approval to utilize the School District of Osceola County's contract with Legacy Construction Services Group Inc., d/b/a Pro Playgrounds ("a Pro Playgrounds"), to acquire playground equipment replacement services at Segal Park within the City; and

WHEREAS, the City Manager is requesting approval from the City Commission to piggyback the Osceola County School District Professional Services Agreement with Legacy Construction Services Group Inc., d/b/a Pro Playgrounds and recommends that the City Commission accepts the proposal from Legacy Construction Services Group Inc., d/b/a Pro Playgrounds, attached hereto as Exhibit "A" for playground equipment replacement services at Segal Park within the City, in the amount of Two Hundred Nine Thousand, Nine Hundred Ninety-Nine Dollars (\$49,999.00); and

WHEREAS, this project includes the provision of all necessary materials, labor, and equipment for the replacement and installation of an Arch Glider Playground System and a Country Skyer Royal Triple Station at Segal Park; and

WHEREAS, Osceola County School District previously awarded a contract to Pro Playgrounds for Playground Equipment, Surfacing, Installation & Repair Services (attached as Exhibit "B"), pursuant to its Invitation to Bid (ITB) No. SDOC-24-B-094-ML, for a three-year period commencing April 23, 2024 and ending April 23, 2027, with one subsequent one-year renewal period; 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 interests of the City to piggyback Osceola County School District Contract #SDOC-24-B-094-ML with Legacy Construction Services Group Inc., d/b/a Pro Playgrounds, attached hereto as Exhibit “B”, in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit “C”, for playground equipment replacement services at Segal Park, within the City, in an amount not to exceed Forty-Nine Thousand, Nine Hundred Ninety-Nine Dollars (\$49,999.00).

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 Osceola County School District Contract #SDOC-24-B-094-ML with Legacy Construction Services Group Inc., d/b/a Pro Playgrounds, attached hereto as Exhibit “B”, in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit “C”, for playground equipment replacement services at Segal Park, within the City, in an amount not to exceed Forty-Nine Thousand, Nine Hundred Ninety-Nine Dollars (\$49,999.00).

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, following review by the City Attorney, 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 _____ day of _____, 2026.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____



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

Department Manager:	Adelina Gross		Department Manager's Signature:				
City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	3.11.2026		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	City Manager		Department:	Capital Improvement Programs			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SCHOOL DISTRICT OF OSCEOLA COUNTY'S CONTRACT WITH LEGACY CONSTRUCTION SERVICES GROUP INC. DBA PRO PLAYGROUNDS FOR THE REPLACEMENT OF THE SEGAL PARK PLAYGROUND EQUIPMENT.

Staff Summary:

The City Manager is seeking approval to piggyback the School District of Osceola County's agreement with the Legacy Construction Services Group Inc Db a Pro Playgrounds for playground equipment, surfacing, installation and repairs.

The project consists of the replacement and installation of an Arch Glider Playground System, and a Country Skyer Royal Triple Station at Segal Park. The vendor will be responsible for furnishing all materials, labor, and equipment necessary to install the structures.

The City Manager shall be further authorized to accept the proposal and enter into an agreement with Legacy

Construction Services Group Inc. Dba Pro Playgrounds in an amount not to exceed \$49,999.00.

Financial Impact: The Segal Park playground equipment will be funded through account # 44-541861 which has \$50,000 available for this project.

Proposed Action:

Staff recommends the approval of this legislation.

Attachment:

Project Proposal- Pro Playgrounds
School District of Osceola County Award Letter
City of Opa-locka Piggyback Contract Agreement

**CITY OF OPA-LOCKA AGREEMENT FOR PLAYGROUND EQUIPMENT
REPLACEMENT SERVICES AT SEGAL PARK**

**(Playground Equipment, Surfacing, Installation & Repair Services
Piggyback Competitive Award)**

This Agreement is made this ____ day of _____, 2026, 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 Legacy Construction Services Group Inc., d/b/a Pro Playgrounds whose address is 3725 Apalachee Pkwy, Tallahassee, FL 32311 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Playground equipment replacement services at Segal Park (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Osceola County School District and the Contractor, as set forth in the Osceola County School District Invitation to Bid (IFB) SDOC-24-B-094-ML ("the IFB"); 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 23, 2027, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with Playground equipment replacement services at Segal Park in accordance with the City's requirements as set forth herein and the Standard Contract between Osceola County School District and the Contractor dated on or about April 23, 2024 (the "Osceola County School District 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 Osceola County School District 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, Adelina Gross, as Capital Improvement Programs Manager, shall be the City Representative and may be reached at 305-953-2868 Ext 3001.
- 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 Osceola County School District with regard to any and all provisions of the Osceola County School District Agreement, the IFB, 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: Sha'mecca Lawson, 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: Paul A. Adrianse
Legacy Construction Services Group Inc.,
d/b/a Pro Playgrounds
3725 Apalachee Pkwy
Tallahassee, FL 32311

Copy To: Paul Andrew Adrianse
Legacy Construction Services Group Inc.,
d/b/a Pro Playgrounds
8490 CABIN HILL ROAD
TALLAHASSEE, FL 32311

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.

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) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

Section 6. 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 EVerify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the Everify 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 Consultant 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of Opa-Locka

Date: _____

By: _____
Sha'mecca Lawson, 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:
Legacy Construction Services Group Inc., d/b/a Pro Playgrounds

By: _____

Witness: _____

PRINT NAME

Date: _____

TITLE

Date: _____

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Advanced Recreational Concepts 3127 Skyway Cir. Unit 101 Melbourne, FL 32934 Paul Bickham Phone: 321.514.3184 pbickham@arcflorida.com INFO@ARCFLOIDA.COM</p>	<p>Bliss Products and Services, Inc. 6831 S. Sweetwater Road Lithia Springs, GA 30122 Gregg Bliss/Heather Smith Phone: 770.920.1934 800.248.2547 Fax: 770.920.1915 info@blissproducts.com heather.smith@blissproducts.com</p>	<p>Industrial Shadeports Inc 6600 NW 12th Ave, Suite 220 Fort Lauderdale, FL 33309 Chip Breitweiser Phone: 954.755.0661 sales@shadeports.com</p>	<p>Jammin Playgrounds, Inc 4103 Bob White Court Saint Cloud, FL 34772 Sandra Schneider Phone: 321.624.8376 sandra@jamnplay.com</p> <p>Took exception to our Terms & Conditions on Bid</p>
Bid Signed- Non Collusion Form	YES	YES	YES	YES
Division of Corporations Reg. No.	L03000023078	695904	P16000086011	P17000058311
Bankruptcy	NO	NO	NO	NO
Litigation	NO	NO	NO	NO
Drug Free Workplace Certification	YES	YES	YES	YES
Certificate of Debarment	YES	YES	YES	YES
Emergency Form	YES	YES	YES	YES
Conflict of Interest	YES	YES	YES	YES
References	YES	YES	YES	YES
Confidential Materials	N/A	N/A	YES	N/A
Certified Business Program	NO	N/A	N/A	YES
Business Tax Receipt	YES	YES	YES	YES
Licenses/ Certifications	YES-CBC	YES-CGC	YES-CGC	YES-CBC
Proof of Insurance	YES	YES	YES	YES
Hold Harmless	YES	N/A	N/A	N/A
SUBMITTED ELECTRONICALLY / HARDCOPY	ELECTRONICALLY	ELECTRONICALLY	ELECTRONICALLY	ELECTRONICALLY
Flash Drive	N/A	N/A	N/A	N/A
Sunbiz/ Sams	YES	YES	YES	YES
SBE/VBE	N/A	N/A	N/A	N/A

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Advanced Recreational Concepts 3127 Skyway Cir. Unit 101 Melbourne, FL 32934 Paul Bickham Phone: 321.514.3184 pbickham@arcflorida.com INFO@ARCFLOIDA.COM</p>	<p>Bliss Products and Services, Inc. 6831 S. Sweetwater Road Lithia Springs, GA 30122 Gregg Bliss/Heather Smith Phone: 770.920.1934 800.248.2547 Fax: 770.920.1915 info@blissproducts.com heather.smith@blissproducts.com</p>	<p>Industrial Shadeports Inc 6600 NW 12th Ave, Suite 220 Fort Lauderdale, FL 33309 Chip Breitweiser Phone: 954.755.0661 sales@shadeports.com</p>	<p>Jammin Playgrounds, Inc 4103 Bob White Court Saint Cloud, FL 34772 Sandra Schneider Phone: 321.624.8376 sandra@jammnplay.com</p> <p>Took exception to our Terms & Conditions on Bid</p>
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PRICESHEET

<p>A. Manufacturer/Catalog Name & % Discount</p>	<p>PLAYCRAFT SYSTEMS 5%</p>	<p>Action Play, Athletic Connection, Beacon Athletics, Big Toys, Cedar Forest Products, CemRock, Colorado Time Systems, Compac Filtration, Dero, Dura Play, 5%</p>	<p>JAN 2023 Industrial Shadeports Inc 5%</p>	<p>3/19/2024 PLAYGROUND EQUIPMENT.COM 10%</p>
<p>B. Manufacturer/Catalog Name & % Discount</p>	<p>GROUNDS FOR PLAY 5%</p>	<p>Forestry Resources, Free Note - Harmony Park, , JayPro Sports, Jensen Swings, Kay Park, Major Display Scoreboards, 5%</p>		<p>3/19/2024 LITTLE TIKES COMMERCIAL 5%</p>
<p>C. Manufacturer/Catalog Name & % Discount</p>	<p>ULTRAPLAY 5%</p>	<p>Murdock Fountains, National Recreation Systems, , PlayGuard, Playsafe Surfacing, Playsafer/Rubber Recycling, RCP Shelters , 5%</p>		<p>3/19/2024 PLAYMART/NATURE EARLY PLAY 5%</p>
<p>D. Manufacturer/Catalog Name & % Discount</p>	<p>ID SCULPTURE 5%</p>	<p>Safety 1st Surfacing, Sand Lock Sandbox, Spiral Court King, Spohn Ranch / Tru Ride, , Sportsfield Specialties(ProMats) 5%</p>		<p>3/19/2024 ULTRAPLAY 5%</p>
<p>E. Manufacturer/Catalog Name & % Discount</p>	<p>SRP SHADE 5%</p>	<p>Sportsplay, Structural Wood Systems, Superior Shade, Superior Shelters, 5%</p>		<p>3/19/2024 GROUNDS FOR PLAY 5%</p>
<p>F. Manufacturer/Catalog Name & % Discount</p>	<p>FREENOTES HARMONY 5%</p>	<p>Waterworks International, X-Grass, Zeager, Beacon Athletics, Modern Shade ,ID Sculptures, 5%</p>		<p>3/19/2024 PLAYTOPIA 5%</p>
<p>G. Manufacturer/Catalog Name & % Discount</p>	<p>2024 ACTION FIT 5%</p>	<p>Raindrop Products, LLC, Rain Deck , Willoughby Stainless Fountains, lplay, Windscreen Factory 5%</p>		
<p>H. Manufacturer/Catalog Name & % Discount</p>	<p>2024 APS BORDERS 5%</p>	<p>Bark Park 8%</p>		
<p>I. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SPORTS PLAY 5%</p>	<p>Dynamo, Electro Mech Scoreboard, Elephant Play, Everlast Climbing, 10%</p>		
<p>J. Manufacturer/Catalog Name & % Discount</p>	<p>2024 DYNAMO 5%</p>	<p>Fibar, Gared Sports, GT Grandstands, Jayhawk Plastics/FROG, 10%</p>		
<p>K. Manufacturer/Catalog Name & % Discount</p>	<p>2024 ULTRASITE 5%</p>	<p>Play And Park Structures, Shade America 10%</p>		
<p>L. Manufacturer/Catalog Name & % Discount</p>	<p>2024 BISON 5%</p>			

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Advanced Recreational Concepts 3127 Skyway Cir. Unit 101 Melbourne, FL 32934 Paul Bickham Phone: 321.514.3184 pbickham@arcflorida.com INFO@ARCFLOIDA.COM</p>	<p>Bliss Products and Services, Inc. 6831 S. Sweetwater Road Lithia Springs, GA 30122 Gregg Bliss/Heather Smith Phone: 770.920.1934 800.248.2547 Fax: 770.920.1915 info@blissproducts.com heather.smith@blissproducts.com</p>	<p>Industrial Shadeports Inc 6600 NW 12th Ave, Suite 220 Fort Lauderdale, FL 33309 Chip Breitweiser Phone: 954.755.0661 sales@shadeports.com</p>	<p>Jammin Playgrounds, Inc 4103 Bob White Court Saint Cloud, FL 34772 Sandra Schneider Phone: 321.624.8376 sandra@jamnplay.com</p> <p>Took exception to our Terms & Conditions on Bid</p>
<p>2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added). The firm, fixed percentage is _____%</p>	35%	VARIES SEE ATTACHED	126%	39%
<p>3. Is your written factory certification for the installation of playground equipment attached?</p>	YES	NO	YES	NO (CPSI)
<p>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: Name:</p>	YES PLAYSPACE SERVICES	TBD	N/A	N/A
<p>5. Does your company provide repair service?</p>	YES \$197.50 PER HR.	YES \$350.00 PER HR.	YES VARIES	YES, PRICE DEPENDS ON SCOPE, NOT HOURLY RATE
<p>6. Rubber Mulch</p>				
<p>* Is price table attached</p>	YES	NO	NO	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	NO	NO	YES
<p>7. Surfacing Products (Pour-In-Place)</p>				
<p>* Is price table attached</p>	YES	NO	NO	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	NO	NO	YES
<p>8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</p>	YES	YES	YES	YES
<p>9. Minimum Order? If so, \$ _____</p>	NO	NO	NO	NO
<p>10. List any Exclusions:</p>			NONE	<p>All prices based on early access & no permitting/inspections, Does not include freight or storage fees. 50% deposit required to order equipment. Net 45 for remaining balance after project is completed, Does not include private utility locator, only 811.</p>

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Lanier Plans, Inc dba KORKAT 221 Cable Industrial Way Carrollton, GA 30117 Shane Lanier Phone: 7702149322 Fax: 7702149323 shanel@korkat.com</p>	<p>Legacy Construction Services Group Inc dba Pro Playgrounds 3725 Apalalchee PKWY Tallahassee, FL 32311 PAUL ADRIANSE Phone: 800-573-7529 Fax: 250-328-0341 INFO@PROPLAYGROUNDS.COM</p>	<p>Miller Recreation Equipment & Design, Inc. 7745 S.W. 193rd Lane Cutler Bay, FL 33157 Susan Miller Phone: 941 7924580 mreclfa@gmail.com</p>	<p>PlayCore Wisconsin, Inc 150 PlayCore Drive SE Ft Payne, WI 35967 JoEllen Green or Rob Dominica Phone: 407.331.0101 Fax: 4073314720 joelleng@gametime.com or robd@gametime.com</p>
Bid Signed- Non Collusion Form	YES	YES	YES	YES
Division of Corporations Reg. No.	F09000003271	P16000004378	P97000049934	F07000002689
Bankruptcy	NO	NO	NO	NO
Litigation	NO	NO	NO	NO
Drug Free Workplace Certification	YES	YES	YES	YES
Certificate of Debarment	YES	YES	YES	YES
Emergency Form	YES	YES	YES	YES
Conflict of Interest	YES	YES	YES	YES
References	YES	YES	YES	YES
Confidential Materials	N/A	N/A	N/A	N/A
Certified Business Program	N/A	N/A	N/A	N/A
Business Tax Receipt	YES	DOES NOT ISSUE	YES	DOES NOT ISSUE
Licenses/ Certifications	YES-CGC	YES-CGC	N/A -Subcontractor	YES
Proof of Insurance	YES	YES	YES	YES
Hold Harmless	N/A	N/A	N/A	N/A
SUBMITTED ELECTRONICALLY / HARDCOPY	ELECTRONICALLY	HARDCOPY	ELECTRONICALLY	ELECTRONICALLY
Flash Drive	N/A	YES	N/A	N/A
Sunbiz/ Sams	YES	YES	YES	YES
SBE/VBE	N/A	N/A	N/A	N/A

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Lanier Plans, Inc dba KORKAT 221 Cable Industrial Way Carrollton, GA 30117 Shane Lanier Phone: 7702149322 Fax: 7702149323 shanel@korkat.com</p>	<p>Legacy Construction Services Group Inc dba Pro Playgrounds 3725 Apalalchee PKWY Tallahassee, FL 32311 PAUL ADRIANSE Phone: 800-573-7529 Fax: 250-328-0341 INFO@PROPLAYGROUNDS.COM</p>	<p>Miller Recreation Equipment & Design, Inc. 7745 S.W. 193rd Lane Cutler Bay, FL 33157 Susan Miller Phone: 941 7924580 mreclfa@gmail.com</p>	<p>PlayCore Wisconsin, Inc 150 PlayCore Drive SE Ft Payne, WI 35967 JoEllen Green or Rob Dominica Phone: 407.331.0101 Fax: 4073314720 joelleng@gametime.com or robd@gametime.com</p>
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PRICESHEET

<p>A. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRP 4%</p>	<p>2024 OR MOST CURRENT PRO PLAYGROUNDS DIGITAL OFFERING (WEBSITE) & CATALOG WWW.PROPLAYGROUNDS.COM-ALL ITEMS 10%</p>	<p>2024 MIRACLE RECREATION EQUIPMENT CO. SEE NEXT PAGE 8% \$0-\$4,999 12% \$5,000-\$9,999 18% \$10,000-\$14999 20% \$25,000-above</p>	<p>2024 GAMETIME 10%</p>
<p>B. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRPFX THEMED PLAYGROUNDS 4%</p>	<p>2024 OR MOST CURRENT SUPERIOR RECREATION-ALL LINES,PLAYGROUND,SHADE,SHELTER,SITE,IND OOR PLAYGROUNDS 10%</p>	<p>2024 DOGIPOT, DOH-ON-IT-PARKS, MURDOCK WATER FOUNTAINS, US SHADE SYSTEMS, 5%</p>	<p>2024 GAMETIME SHADE 3%</p>
<p>C. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRP SHADE 4%</p>	<p>2024 OR MOST CURRENT ULTRA PLAY/ ULTRA SITE 10%</p>	<p>2024 FIBAR ENGINEERED WOOD FIBER, WARBASH, VALLEY SITE FURNISHINGS 5%</p>	<p>2024 GAMETIME SITE 3%</p>
<p>D. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRP SITE AMENITIES 3%</p>	<p>2024 OR MOST CURRENT INTERNATIONAL MULCH COMPANY 10%</p>	<p>2024 KAY PARK, ACTION PLAY SYSTEM,SYNTHETIC TURF SERVICES, NO FAULT (POUR-IN-PLACE)MY T COAT 5%</p>	<p>2024 GAMETIME FITNESS 10%</p>
<p>E. Manufacturer/Catalog Name & % Discount</p>	<p>2024 GROUNDS FOR PLAY 3%</p>	<p>2024 OR MOST CURRENT AMERICAN RECYCLING 10%</p>		<p>2024 GAMETIME IMPAX 0%</p>
<p>F. Manufacturer/Catalog Name & % Discount</p>	<p>2024 OUTDOOR SAFTEY SURFACING 3%</p>	<p>2024 OR MOST CURRENT2 BY 2 RECREATION 10%</p>		
<p>G. Manufacturer/Catalog Name & % Discount</p>				
<p>H. Manufacturer/Catalog Name & % Discount</p>				
<p>I. Manufacturer/Catalog Name & % Discount</p>				
<p>J. Manufacturer/Catalog Name & % Discount</p>				
<p>K. Manufacturer/Catalog Name & % Discount</p>				
<p>L. Manufacturer/Catalog Name & % Discount</p>				

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Lanier Plans, Inc dba KORKAT 221 Cable Industrial Way Carrollton, GA 30117 Shane Lanier Phone: 7702149322 Fax: 7702149323 shanel@korkat.com</p>	<p>Legacy Construction Services Group Inc dba Pro Playgrounds 3725 Apalalchee PKWY Tallahassee, FL 32311 PAUL ADRIANSE Phone: 800-573-7529 Fax: 250-328-0341 INFO@PROPLAYGROUNDS.COM</p>	<p>Miller Recreation Equipment & Design, Inc. 7745 S.W. 193rd Lane Cutler Bay, FL 33157 Susan Miller Phone: 941 7924580 mrecfla@gmail.com</p>	<p>PlayCore Wisconsin, Inc 150 PlayCore Drive SE Ft Payne, WI 35967 JoEllen Green or Rob Dominica Phone: 407.331.0101 Fax: 4073314720 joelleng@gametime.com or robd@gametime.com</p>
<p>2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added). The firm, fixed percentage is _____%</p>	30%	35%	27%	35%
<p>3. Is your written factory certification for the installation of playground equipment attached?</p>	YES	YES	YES	YES
<p>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name:</p>	NO	N/A SELF PERFORMED	YES COMPLETE CONSTRUCTION LLC	YES
<p>5. Does your company provide repair service?</p>	YES \$100 PER HR.	YES \$75.00 PER HR.	YES \$100.00 PER HR	YES \$150.00 PER HR
<p>6. Rubber Mulch</p>				
<p>* Is price table attached</p>	YES	YES	NO	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES	YES	YES
<p>7. Surfacing Products (Pour-In-Place)</p>				
<p>* Is price table attached</p>	YES	YES	YES	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES	YES	YES
<p>8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</p>	YES	YES	YES WEBSITE	YES
<p>9. Minimum Order? If so, \$ _____</p>	NO	NO	NO	NO
<p>10. List any Exclusions:</p>	Any site preparation		Discounts does not include freight, special/sales flyers, replacement parts. Discounts do not apply to sales flyers, items that are on special.	N/A

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Playmore West, Inc. 10271 DEER RUN FARMS ROAD SUITE 1 FORT MYERS, FL 33966 Luke Russell Phoe:239.791.2400 luke@playmoreonline.com</p>	<p>Playspace Services 3127 Skyway Cir. Ste 101 Melbourne, FL 32934 Paul Bickham Phone: 321.775.0600 info@playspaceservices.com</p>	<p>Rep Services, Inc. 165 W Jessup Ave Longwood , FL 32750-4146 Nathan Almon Phone: 407. 831.9658 Fax: 407. 834.5366 sales@repervices.com nathan@repervices.com</p>	<p>TOPLINE RECREATION INC. 2922 HOWLAND BLVD SUITE # 4 DELTONA, FL 32725-2900 Phone:386.575.8359 Sonia Perkins/Debbie LLOYD soniap@toplinerec.com debbie@toplinerec.com</p>
Bid Signed- Non Collusion Form	YES	YES	YES	YES
Division of Corporations Reg. No.	P00000016534	V52938	G86998	P11000073376
Bankruptcy	NO	NO	NO	NO
Litigation	NO	NO	NO	NO
Drug Free Workplace Certification	YES	YES	YES	YES
Certificate of Debarment	YES	YES	YES	YES
Emergency Form	YES	YES	YES	YES
Conflict of Interest	YES	YES	YES	YES
References	YES	YES	YES	YES
Confidential Materials	N/A	N/A	N/A	N/A
Certified Business Program	N/A	N/A	N/A	YES
Business Tax Receipt	YES	YES	YES	YES
Licenses/ Certifications	YES-CBC	YES-CBC	YES-CBC	YES-CGC
Proof of Insurance	YES	YES	YES	YES
Hold Harmless	N/A	N/A	N/A	N/A
SUBMITTED ELECTRONICALLY / HARDCOPY	HARDCOPY	ELECTRONICALLY	ELECTRONICALLY	HARDCOPY
Flash Drive	YES	N/A	N/A	YES
Sunbiz/ Sams	YES	YES	YES	YES
SBE/VBE	NOT COMPLETE	N/A	N/A	NOT COMPLETE



Agenda Item Details

Meeting Apr 23, 2024 - School Board Meeting @ 5:30pm

Category 17. REGULAR - BUSINESS AND FINANCE

Subject 17.01 Approval of the Bid Award #SDOC-24-B-094-ML, Playground Equipment, Surfacing, Installation & Repair

Access Public

Type Action

Recommended Action Approval of the Bid Award #SDOC-24-B-094-ML, Playground Equipment, Surfacing, Installation & Repair

Public Content

The purpose of this Invitation to Bid is to establish a term contract for playground equipment, surfacing, installation and repair for district-wide use. Staff recommends awarding this bid to the following eleven (11) responsive and responsible bidders, who offer a fixed discount off a printed price sheet and/or priced catalog.

Advanced Recreational Concepts (ACR)	Melbourne, FL
Bliss Products and Services, Inc.	Lithia Springs, GA
Industrial Shadeports Inc	Fort Lauderdale, FL
Lanier Plans, Inc dba KORKAT	Carrollton, GA
Legacy Construction Services Group Inc dba Pro Playgrounds	Tallahassee, FL
Miller Recreation Equipment & Design, Inc.	Cutler Bay, FL
PlayCore Wisconsin, Inc	Ft Payne, WI
Playmore West, Inc.	Fort Meyers, FL
PlaySpace Services	Melbourne, FL
Rep Services, Inc.	Longwood, FL
Topline Recreation Inc.	Deltona, FL

SBE/VBE Vendors Notified: 20

This bid is for a three (3) year term, with one (1) optional, one (1) year renewal period.

SDOC-24-B-094-ML EVALUATED TAB SHEET.pdf (356 KB)

Administrative Content

Motion & Voting

Approval of the Bid Award #SDOC-24-B-094-ML, Playground Equipment, Surfacing, Installation & Repair

Motion by Jon Arguello, second by Teresa Castillo.

Final Resolution: Motion Carries

Aye: Teresa Castillo, Julius Melendez, Jon Arguello, Heather Kahoun

SUBMIT TO:

In Person: The School District of Osceola County,
Florida
Purchasing Department, Bldg. 2000
817 Bill Beck Blvd.
Kissimmee, FL 34744

Or Online: VendorLink | [Home \(osceola.org\)](http://Home(osceola.org))



INVITATION TO BID

AN EQUAL OPPORTUNITY EMPLOYER
www.osceolaschools.net

ITB/RFP Notices available through the VendorLink website
<https://vendorlink.osceola.org/common/searchsolicitations.aspx>

Date issued: February 7, 2024

CONTACT PERSON:

Melanie Lachmiller - Senior Buyer
Melanie.Lachmiller@osceolaschools.net

Telephone #: 407.933.9949
Fax #: 407.870.4616

TITLE:

Playground Equipment, Surfacing, Installation & Repair

NUMBER:

SDOC-24-B-094-ML

SUBMITTAL DEADLINE:

March 20, 2024 at 2:00 PM

PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:

**Wednesday, February 21, 2024 @ 9:00 AM on line, TEAMS, [\[This link\]](#)
Purchasing Department, 817 Bill Beck Blvd., 2000, Kissimmee, FL 34744**

*SUBMITTALS RECEIVED AFTER ABOVE DATE
AND TIME WILL NOT BE CONSIDERED*

FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida
Department of State, Division of Corporations Registration Requirements within
this ITB.):
**LEGACY CONSTRUCTION SERVICES GROUP INC
DBA PRO PLAYGROUNDS**

Florida Division of Corporation Document Number:

P16000004378

MAILING ADDRESS:
3725 APALACHEE PARKWAY

I hereby certify that I have read and understand the requirements of this Invitation To Bid
and that I, as the bidder, will comply with all requirements of this offer and any Contract(s)
and/or other transactions required by this award.

CITY - STATE - ZIP:
TALLAHASSEE, FL 32311

X _____

TELEPHONE NO:
1-800-573-7529

Authorized Signature

FAX NO:
850-328-0341

PAUL ADRIANSE

Typed Name

FEDERAL ID NO. OR SOCIAL SECURITY NO.

27-1850232

Date 02/27/2024

Email Address for Purchase Orders

SALES@PROPLAYGROUNDS.COM

Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

**** PLEASE READ CAREFULLY ****

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package or via VendorLink | [Home \(osceola.org\)](http://Home(osceola.org)). The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package or on the Bid cover sheet for online submittals. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department or through Vendorlink after the specified date and time will not be considered.

If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies.

Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure.

2. EXECUTION OF OFFER: Offer shall contain a manual or electronic signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

5. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

3. OPENING: The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article I of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

Failure to acknowledge addenda may result in the offer not being considered.

ORIGINAL

BID SUBMITTAL FORM

FEB 27TH _____, 2024

TO: The School District of Osceola County, Florida
 Purchasing Department, Building 2000
 817 Bill Beck Blvd.
 Kissimmee, Florida 34744-4492

OR: [VendorLink | Home \(osceola.org\)](http://VendorLink.Home(osceola.org))

The undersigned hereby declare that [firm name] LEGACY CONSTRUCTION SERVICES GROUP INC
 DBA PRO PLAYGROUNDS
 _____ has carefully examined the specifications to furnish:

PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIRS

for which Bid Submittals were advertised to be received **no later than 2:00 p.m., local time, on Wednesday, March 20, 2024** and further declare that will furnish the playground equipment, surfacing, installation & repairs according to specifications.

1. Playground Equipment (only)	Catalog Name	Date	Discount
a. Catalog	PRO PLAYGROUNDS DIGITAL OFFERING (WEBSITE) & CATALOG WWW.PROPLAYGROUNDS.COM - ALL ITEMS	2024 OR MOST CURRENT	10%
b. Catalog	SUPERIOR RECREATION - ALL LINES PLAYGROUND, SHADE, SHELTER, SITE, INDOOR PLAYGROUNDS	2024 OR MOST CURRENT	10%
c. Catalog	ULTRA PLAY / ULTRA SITE	2024 OR MOST CURRENT	10%
d. Catalog	INTERNATIONAL MULCH COMPANY	2024 OR MOST CURRENT	10%
e. Catalog	AMERICAN RECYCLING	2024 OR MOST CURRENT	10%
f. Catalog	2 BY 2 RECREATION	2024 OR MOST CURRENT	10%
<i>If additional space is needed, attach additional pages on company letterhead in above format.</i>			
2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added).		The firm, fixed percentage is <u>35</u> %	
3. Is your written factory certification for the installation of playground equipment attached?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: And attach Written Factory Certification. Certification attached indicate		Name: <u>N/A - SELF PERFORMED</u> Yes <input type="checkbox"/> or No <input type="checkbox"/>	

5. Does your company provide repair service	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No \$ <u>75</u> /hour
6. Rubber Mulch (Must meet current ASTM specification)	
Is price table attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is manufacturer's specification data sheet attached?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Surfacing Products (Pour-In-Place)	
Is price table attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is manufacturer's specification data sheet attached?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. Minimum order?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, \$ _____
10. List any Exclusions:	_____ _____ _____
11. Contact Information:	
Name: <u>PAUL ADRIANSE</u>	Phone: <u>1-800-573-7529</u>
Cell: <u>850-559-8799</u>	Email: <u>INFO@PROPLAYGROUNDS.COM</u>

Additional Bid Submittal Requirements:

A. Local Business Tax Receipts

The jurisdiction in which the permanent business location resides LEON COUNTY FLORIDA
(County/City).

The above listed jurisdiction (must check one):

Does issue local business tax receipts (formerly known as occupational licenses) and a copy of the local business tax receipt is included with bid submittal.

Does not issue local business tax receipts.

This does not apply as Bidder is exempt. Bidder must state reason of exemption and include documentation from jurisdiction stating exemption with bid submittal. _____

B. Bankruptcy/Litigation

Is your company in the process of any bankruptcy proceedings as herein described?

YES NO

Is your company involved in any litigation as herein described?

YES NO

C. Certificate of Insurance

Attached evidence of required insurance coverage or proof of insurability in the amounts indicated?

YES NO

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES NO

If yes, does your firm offer a discount? _____ %

Do you accept Purchase/Payment by Visa card? YES NO

Have you supplied all the Submittal Requirements outlined below?

- Completed Invitation To Bid cover page
- Florida Department of State Division of Corporations Number
- Certified Business Program Reciprocity Affidavit** – If Applicable
- Completed and executed Bid Submittal form
- Any addenda pertaining to this ITB
- Drug Free Certification
- Debarment Certification
- Emergency/Storm related catastrophe-Contractor agreement form
- Conflict of Interest form
- References, in accordance with Section 2.12, *Definition of Responsive and Responsible*
- Business Tax Receipt, if Applicable
- Proof of Insurance required with bid
- Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- Confidential Materials
- Litigations/Bankruptcy
- Contact Information

- Subcontractor information (if applicable)
- Financial Information (Financial Statement, Certified Audit, Tax Return & Balance Sheet, etc.) (if applicable)
- Completed SBE/VBE Program Participation Form as outlined in Paragraph 2.18
- Valid proof of SBE/VBE certification as outlined in Paragraph 2.18 (if applicable)
- Electronic version of signed bid on Flashdrive and price sheet (if not submitting online).
- The bidder must submit with his bid the Written Factory Certification.
- License and Certifications

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Invitation To Bid (ITB) No. **SDOC-24-B-094-ML " Playground Equipment, Surfacing, installations & Repair "**, and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Company LEGACY CONSTRUCTION SERVICES GROUP INC, DBA PRO PLAYGROUNDS

Per PAUL ADRIANSE (Print name)

Signature 

Address 3725 APALACHEE PARKWAY

City TALLAHASSEE State FLORIDA ZIP 32311

Telephone 850-559-8799 Fax 850-328-0341

E-Mail Address INFO@PROPLAYGROUNDS.COM

Dunn & Bradstreet # 029970715

Federal I.D. # 27-1850232

Division of Corporation Registration Number: P16000004378

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 a controlled substance 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 penalties that may be imposed upon employees for drug abuse violations.

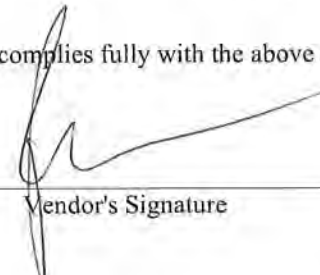
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1) notify employees that as a condition of 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 of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

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

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

LEGACY CONSTRUCTION SERVICES GROUP INC
DBA PRO PLAYGROUNDS

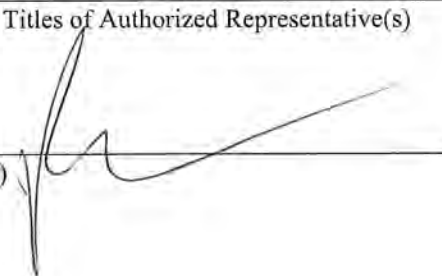
Organization Name

SDOC-24-B-094-ML
Playground Equipment, Surfacing, Installations & Repair
Bid Name & Number

PAUL ADRIANSE, PRESIDENT

Names and Titles of Authorized Representative(s)

Signature(s)



02/27/2024

Date

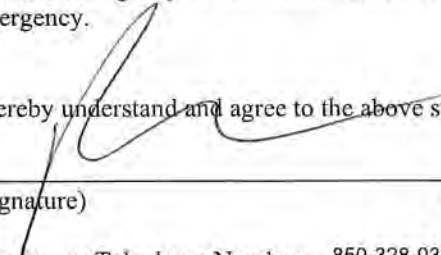
**EMERGENCY / STORM RELATED CATASTROPHE
AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation To Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

	PAUL ADRIANSE	PRESIDENT
(Signature)	(Print Name)	(Title)

Emergency Telephone Number: 850-328-0337

Home Telephone Number: _____

Cellular Phone Number: 850-559-8799

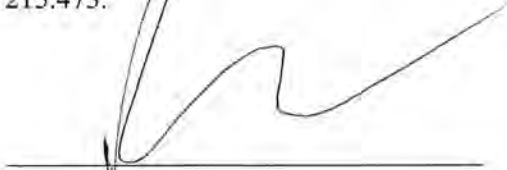
LIST OF THREE REFERENCES

#1	Agency	LEON COUNTY SCHOOLS
	Address	2752 WEST PENSACOLA STREET
	City, State, ZIP	TALLAHASSEE, FL 32311
	Contact Person	ALISON GARBER
	Telephone/ Fax	850-487-7100
	Email	GARBERA@LEONSCHOOLS.NET
	Date(s) of Service	2013-CURRENT
	Type of Service	INSTALLATION OF PLAYGROUNDS, SHADES, SURFACING
	Comments:	
#2	Agency	CHARTER SCHOOLS USA
	Address	800 CORPORATE DRIVE
	City, State, ZIP	FORT LAUDERDALE, FL 33334
	Contact Person	JIM LONERGAN
	Telephone/ Fax	942-202-3500
	Email	JLONERGAN@REDAPPLEDEVELOPMENT.COM
	Date(s) of Service	2012-CURRNET
	Type of Service	INSTALLATION OF MULTIPLE PLAYGROUNDS, SHADE, SURFACING
	Comments:	
#3	Agency	CITRUS COUNTY, FL
	Address	110 N. APOPKA AVE
	City, State, ZIP	INVERNESS, FL 34450
	Contact Person	SHERRI GENUNG
	Telephone/ Fax	352-400-0574
	Email	SHERRI.GENUNG@CITRUSBOCC.COM
	Date(s) of Service	2018-CURRENT
	Type of Service	DESIGN AND INSTALLATION OF MULTIPLE PLAYGROUNDS, PARKS
	Comments:	

Certification Statement

Prohibition Against Contracting with Scrutinized Companies

I hereby certify that neither Bidder, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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.



PAUL ADRIANSE

Signature

Printed Name

PRESIDENT

Title
LEGACY CONSTRUCTION SERVICES GROUP INC
DBA PRO PLAYGROUNDS

02/27/2024

Company Name

Date

CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

- I, (*printed name*) PAUL ADRIANSE, am the (*Title*) PRESIDENT and the duly authorized representative of the firm of (*Firm Name*) LEGACY CONSTRUCTION SERVICES GROUP INC, DBA PRO PLAYGROUNDS whose address is 3725 APALACHEE PARKWAY, TALLAHASSEE, FL 32311, and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List):

Signature:

Printed Name:

PAUL ADRIANSE

Firm Name:

LEGACY CONSTRUCTION SERVICES GROU INC, DBA PRO PLAYGROUNDS

Date:

02/27/2024

STATE OF

Florida

COUNTY OF

Leon

Sworn to and subscribed before me this 28th day of February, 2024, by Paul Adrianse, who is personally known to me or who has produced _____ as identification.



CARALYNN WEAVER
Notary Public
State of Florida
Comm# HH296014
Expires 8/1/2026

(Seal)

NOTARY PUBLIC - STATE OF Florida

Type or print name:

Caralynn Weaver

Commission No.:

HH296014

Commission Expires

8/1/2026

HOLD HARMLESS AGREEMENT

**Return this page ONLY if claiming exemption from the
Worker's Compensation Insurance Requirement with your copy of
"Notice of Election to be Exempt"**

I, PAUL ADRIANSE am the owner of LEGACY CONSTRUCTION SERVICES GROU INC, DBA PRO PLAYGROUNDS, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

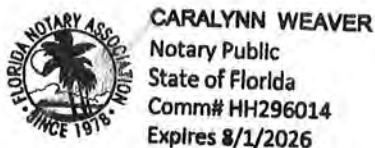
[Signature]
Signature
LEGACY CONSTRUCTION SERVICES GROUP INC
DBA/PRO PLAYGROUNDS
Firm Name

PAUL ADRIANSE
Printed Name
02/27/2024
Date

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me this 28th day of February, 2024, by Paul Adrianse, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC - STATE OF Florida
Type or print name: Caralynn Weaver
Commission No.: HH296014
(Seal) Commission Expires 8/1/2026



- 11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.
- 12. Bidder and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School District of Osceola County, Florida

BY: _____
 NAME: Dr. Mark Shanoff
 TITLE: Superintendent
 DATE: _____

Bidder

LEGACY CONSTRUCTION SERVICES GROUP INC
 DBA PRO PLAYGROUNDS
 BY: _____
 NAME: PAUL ADRIANSE
 TITLE: PRESIDENT
 DATE: 02/27/2024

ATTEST:

BY: Cecilynn Weever
 NAME: Cecilynn Weever
 TITLE: Project Manager

PRO PLAYGROUNDS SURFACING PRICING TABLE



Poured in Place Rubber Surfacing Price Table - Cost Per Square Foot				
System Depth	50/50 Standard	Full Color	Excavation	Aggregate
5/8" Recap	\$9.60	\$11.00	N/A	N/A
2"	\$14.40	\$15.80	\$4.25	\$2.80
2.5"	\$16.60	\$18.00	\$4.25	\$2.80
3"	\$18.92	\$20.52	\$4.25	\$2.80
3.5"	\$21.57	\$23.39	\$4.25	\$2.80
4"	\$24.59	\$26.66	\$4.25	\$2.80
4.5"	\$28.03	\$30.39	\$4.25	\$2.80
5"	\$31.95	\$34.64	\$4.25	\$2.80
5.5"	\$36.42	\$39.49	\$4.25	\$2.80
6"	\$41.52	\$45.02	\$4.25	\$2.80
6.5"	\$47.33	\$51.32	\$4.25	\$2.80
7"	\$53.96	\$58.50	\$4.25	\$2.80

NOTES
 1. 500 square foot minimum installation required.
 2. Prices are per square foot, with each option and add on listed individually.

Rubber Mulch - Cost Per Square Foot					
System Depth	Black	Color	Excavation	Fabric	Installation
4"	\$1.40	\$2.00	\$4.25	\$0.30	\$2.00
6"	\$2.10	\$3.00	\$4.25	\$0.30	\$2.25
8"	\$2.63	\$3.75	\$4.25	\$0.30	\$2.50
12"	\$3.94	\$5.63	\$4.25	\$0.30	\$2.75

NOTES
 1. Minimum order is 1 pallet of materials.
 2. Prices are per square foot, with each option and add on listed individually.

EWF Wood Mulch - Cost Per Square Foot					
System Depth	Black	Excavation	Fabric	Installation	
4"	\$1.20	\$4.25	\$0.30	\$2.00	
6"	\$1.80	\$4.25	\$0.30	\$2.25	
8"	\$2.25	\$4.25	\$0.30	\$2.50	
12"	\$3.38	\$4.25	\$0.30	\$2.75	

NOTES
 1. Minimum order is 50 Cubic Yards of Materials
 2. Prices are per square foot, with each option and add on listed individually.

3725 APALACHEE PARKWAY, TALLAHASSEE, FL 32311 | 1-800-573-7529 | WWW.PROPLAYGROUNDS.COM



February 27, 2024

To Whom It May Concern:

I'm writing this letter to confirm that Superior Recreational Products ("SRP") requires manufacturer-certified installers to install our SRP brand of products, which include:

- SRP Playgrounds
- Grounds For Play
- SRP Shade
- SRP Shelters
- SRP Site Furnishings
- Childworks

Our certified installers visit the factory, receive an in-person training course, and are certified upon completion of the program. This certification is required for the installation of our equipment and SPR reserves the right to void the limited warranty if it is not installed per the installation instructions and/or unauthorized modifications.

I'm happy to confirm that **Legacy Construction / Pro Playgrounds** is a factory certified installer for Superior Recreational Products.

If you should have any additional questions, feel free to contact my office directly at the phone number below.

Dan Link
Vice President of Sales
Superior Recreational Products
1050 Columbia Drive
Carrollton, GA 30117
(E): Dan.link@siibrands.com
(M): 770-558-0502

770.832.6660 main
1.800.327.8774 toll free

1050 Columbia Dr.
Carrollton, GA 30117
www.superiorrecreational.com



Playground Equipment.com

February 28th, 2024

To Whom It May Concern:

Pro Playgrounds, 8490 Cabin Hill Rd. Tallahassee, FL 32311 is a registered Dealer of Playground Equipment.com. The Dealer status for Playground Equipment.com approves each entity to purchase our full line of equipment with no restrictions.

A handwritten signature in black ink, appearing to read "Lindsay", is positioned above a horizontal line.

PlaygroundEquipment.com Manager
Lindsay Coenen

2/28/2024

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2024

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 Doug Croley Insurance Services P.O. Box 13619 Tallahassee FL 32317	CONTACT NAME: Stanley J Pincus PHONE (A/C, No, Ext): (850) 386-1922 E-MAIL ADDRESS: stanpincus@dougcroleyins.com	FAX (A/C, No): (850) 385-1685
	INSURER(S) AFFORDING COVERAGE	
INSURED Legacy Construction Services Group, Inc. DBA Pro Playgrounds 8490 Cabin Hill Road Tallahassee FL 32311 (800) 573-7529	INSURER A: Technology Insurance Company, In	42376
	INSURER B: Evanston Insurance Company	35378
	INSURER C: Auto-Owners Insurance Company	18988
	INSURER D: Security National Insurance Co	33120
	INSURER E: Southern-Owners Insurance Comp	10190
	INSURER F: Starstone Specialty Insurance Co	44776

COVERAGES DD CERTIFICATE NUMBER: Cert ID 13472 (127) 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contr.Prot. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SES179970101	09/16/2023	09/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		5073416100	05/20/2023	05/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		77356W230ALI	10/18/2023	09/16/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	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	TWC4250189	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractor's Pollution		CPLM0L118022	06/27/2023	09/16/2024	Each Claim/Aggregate \$ 1 mil/2 mil
E	Property - Commercial		78337223	11/26/2023	11/26/2024	Rented Equipment \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The School Board of Osceola County, FL
 817 Bill Beck Blvd.
 Kissimmee FL 34744

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

Stanley J Pincus

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Detail by Entity Name

Florida Profit Corporation
LEGACY CONSTRUCTION SERVICES GROUP INC

Filing Information

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Event Date Filed	08/27/2020
Event Effective Date	NONE

Principal Address

3725 Apalachee Pkwy
Tallahassee, FL 32311

Changed: 01/20/2023

Mailing Address

8490 Cabin Hill Road
Tallahassee, FL 32311

Changed: 01/20/2023

Registered Agent Name & Address

Adrianse, Paul Andrew
3725 Apalachee Parkway
Tallahassee, FL 32311

Name Changed: 01/20/2023

Address Changed: 02/05/2024

Officer/Director Detail

Name & Address

Title President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ADRIANSE, PAUL ANDREW

LEGACY CONSTRUCTION SERVICES GROUP INC
8490 Cabin H 8490 CABIN HILL ROAD
TALLAHASSEE FL 32311

LICENSE NUMBER: CGC1522008

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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IPEMA ASTM F1292-18 (SECTION 4.2) CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 29, 2019

Requested By: Tyler Collier

Project: Elastaplay Certificate

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ELP35	Elastaplay	Elastaplay Rubber Surfacing	3.5" / 8'	NVB Playgrounds, Inc. dba PlaygroundEquipment.com



IPEMA ASTM F1292-18 (SECTION 4.2) CERTIFICATE OF COMPLIANCE

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MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ELP30	Elastaplay	Elastaplay Rubber Surfacing	3" / 6'	NVB Playgrounds, Inc. dba PlaygroundEquipment.com



IPEMA ASTM F1292-18 (SECTION 4.2) CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 15, 2019

Requested By: Tyler Collier

Project: Elastaplay Certificate

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ELP25	Elastaplay	Elastaplay Rubber Surfacing	2.5" / 5'	NVB Playgrounds, Inc. dba PlaygroundEquipment.com



IPEMA ASTM F1292-18 (SECTION 4.2) CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 29, 2019
Requested By: Tyler Collier
Project: Elastaplay Certificate

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ELP20	Elastaplay	Elastaplay Rubber Surfacing	2" / 4'	NVB Playgrounds, Inc. dba PlaygroundEquipment.com



IPEMA ASTM F1292-18 (SECTION 4.2) CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 29, 2019

Requested By: Tyler Collier

Project: Elastaplay Certificate

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
ELP15	Elastaplay	Elastaplay Rubber Surfacing	1.5" / 3'	NVB Playgrounds, Inc. dba PlaygroundEquipment.com



TEST REPORT


DATE: 12-24-2020

Page 1 of 3

TEST NUMBER: 0272270

CLIENT	Zeager Bros Inc.
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TEST METHOD CONDUCTED	ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment
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DESCRIPTION OF TEST SAMPLE	
IDENTIFICATION	Woodcarpet® EWF/IA-N
DESCRIPTION OF PRODUCT TESTED	Engineered Wood Fiber
PHOTO	

GENERAL PRINCIPLE

A test specimen is prepared using the commissioner's installation instructions by applying a seam through the middle of the surface material. The material is groomed and infilled as recommended. Each panel for testing is acclimated for a minimum of 24 hours in each respective condition. NIST Traceable temperature sensors are inserted into the sample to ensure the correct temperature is achieved through the matrix. Testing is commenced within one minute of removal from the acclimation chambers. The specimen is impacted at a specified velocity with a missile of given mass of 10.1 lbs and geometry. A transducer mounted in the missile monitors the acceleration time history of the impact, which is recorded with the aid of an oscilloscope or other recording device. The head-form was dropped at the requested height. The GMAX values, HIC (head impact criteria) are recorded for three drops. The second and third drops are averaged. Testing was conducted at three temperatures as listed on the results. The maximum criterion for passing a specified drop height is 200 gmax or 1,000 HIC.

Equipment	Accelerometer Calibration	Accelerometer Manufacturer and Type	Laboratory Conditions
GC Fall-tech	3-28-20	PCB Model 356B20	70° F and 50% RH
Date Received	Specimen Size Tested	Infill Total Weight	Infill Type
11-24-20	12 inches deep	No infill	None

APPROVED BY: *Hary Asbury*



This facility is accredited by the National Voluntary Laboratory Accreditation Program for the specific scope of accreditation under Lab Code 100297. This accreditation does not constitute an endorsement, certification, or approval by NIST or any agency of the United States Government for the product tested. This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. This report applies only to those samples tested and is not necessarily indicative of apparently identical or similar products. This report, or the name of Professional Testing Laboratory, Inc. shall not be used under any circumstance in advertising to the general public.





APPROVED BY:

Hany Aslanoglu



This facility is accredited by the National Voluntary Laboratory Accreditation Program for the specific scope of accreditation under Lab Code 100297. This accreditation does not constitute an endorsement, certification, or approval by NIST or any agency of the United States Government for the product tested. This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. This report applies only to those samples tested and is not necessarily indicative of apparently identical or similar products. This report, or the name of Professional Testing Laboratory, Inc. shall not be used under any circumstance in advertising to the general public.



Superior Recreational Products Comprehensive Warranty

Limited Warranty: Product

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime* Warranty on playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps
- 20-Year Limited Warranty on steel shade framework
- 15-Year Limited Warranty on playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 10-Year Limited Warranty on shelter structures and shade fabric
- 7-Year Limited Warranty on textured polyethylene and thermoplastic coatings
- 5-Year Limited Warranty on site amenity frames, nets, and powder coat
- 3 Year Limited Warranty on electronic play
- 1-Year Limited Warranty on moving parts, cables, and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

SRP does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond SRP's control. SRP will not be held responsible for any materials that were not properly stored prior to installation. SRP reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

Playgrounds | SRP offers a "Lifetime Limited Warranty" on structural steel frames against failure due to rust-through corrosion under normal environmental conditions. Should the parts need to be replaced under the warranty, SRP will manufacture and ship new replacement parts at no charge for the first ten years, thereafter pro-rated at 50% for the second ten years and 25% from there on.

All Steel | Workmanship is warranted for a period of five years. This steel warranty shall be void if damage to the steel is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Limited Warranty: Powder Coat

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a ΔE of <7.5 units for high chroma colors (yellows, reds, oranges, etc.) and a ΔE of <5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

Stainless Steel Series Powered by Playdale Playgrounds

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions. Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

Structures are warranted for winds up to 90 or 105 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns. For Information on Return Material Authorizations please call 1.800.327.8774.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping. For any further information please call 1.800.327.8774.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.



RUBBER MULCH MEETS ALL SAFETY STANDARDS

GroundSmart® Playground Rubber Mulch meets the criteria required by the International Play Equipment Manufacturers Association (IPEMA) for certification as a playground or play area safety surface and wheelchair accessibility.

- American Society for Testing and Materials (ASTM) F1292-19
- American Society for Testing and Materials (ASTM) F3012
- American Society for Testing and Materials (ASTM) F3351



Playground Rubber Mulch Benefits

- ✓ Made from 100% recycled rubber
- ✓ 12-Year color warranty
- ✓ Beautifies landscapes and prevents weeds
- ✓ Will not fade, rot, compress or lose its original beauty; even after years of exposure to the elements
- ✓ IPEMA certified for playgrounds
- ✓ Won't attract termites, carpenter ants or other damaging insects
- ✓ More than 2X the fall height rating of wood mulch

How Our Recycled Rubber Mulch Compares

There are many benefits of using rubber mulch when evaluating it versus engineered wood fiber. Beyond its durability, rubber mulch has an impressive color warranty that is 12 times longer than traditional mulch. Plus, you're saving trees from ending up in the landfill and giving them a new purpose in your yard.

	Rubber Mulch	Engineered Wood	Synthetic Turf	Poured-in-Place	Rubber Tiles
Warranty	12 years	Limited	10 years	5 years	10 years
ADA Accessible	✓	✓	✓	✓	✓
Highest Fall HI Protection	36 ft.	12 ft.	12 ft.	12 ft.	12 ft.
Cost	\$8	8	\$15	\$55	\$55

SAFETY DATA SHEET

08/29/22

PremARC® 60-80

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier:

Product Name: PremARC ® 60-80
Material Type: Isocyanate
Product Material Weight: 45 lbs Pail / 475 lbs Drums / 2,400 lbs Tote

Details of the supplier of the safety data sheet

Supplier: American Recycling Center, Inc.
655 Wabasse Drive
Owosso, MI 48867

Emergency telephone number:

24-Hour Emergency Phone number: 800-424-9300
Customer Information Center: 989-725-5100

SECTION 2: HAZARDS IDENTIFICATION

Classification of the substance or mixture

This material is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

Skin irritation - Category 2
Eye irritation - Category 2B
Respiratory sensitization - Category 1
Skin sensitization - Category 1
Carcinogenicity - Category 2
Specific target organ toxicity - single exposure - Category 3
Specific target organ toxicity - repeated exposure - Category 2 - Inhalation

Label elements

Hazard pictograms



Signal word: **DANGER!**

Hazards

Causes skin and eye irritation.
May cause an allergic skin reaction.
May cause allergy or asthma symptoms or breathing difficulties if inhaled.
May cause respiratory irritation.
May cause damage to organs (Respiratory Tract) through prolonged or repeated exposure if inhaled.

Precautionary statements

Prevention

Do not breathe dust/ fume/ gas/ mist/ vapors/ spray.
Wash skin thoroughly after handling.
Use only outdoors or in a well-ventilated area.
Contaminated work clothing should not be allowed out of the workplace.

Skin Contact:

Remove material from skin immediately by washing with soap and plenty of water. Remove contaminated clothing and shoes while washing. Seek medical attention if irritation or rash persists. Wash clothing before reuse. An MDI skin decontamination study demonstrated that cleaning very soon after exposure is important, and that a polyglycol-based skin cleanser or corn oil may be more effective than soap and water. Discard items which cannot be decontaminated, including leather articles such as shoes, belts and watchbands. Suitable emergency safety shower facility should be available in work area.

Eye contact:

Immediately flush eyes with water; remove contact lenses, if present, after the first 5 minutes, then continue flushing eyes for at least 15 minutes. Obtain medical attention without delay, preferably from an ophthalmologist. Suitable emergency eye wash facility should be immediately available.

Ingestion:

If swallowed, seek medical attention. Do not induce vomiting unless directed to do so by medical personnel.

Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: Maintain adequate ventilation and oxygenation of the patient. May cause respiratory sensitization or asthma-like symptoms. Bronchodilators, expectorants and antitussives may be of help. Treat Bronchospasm with inhaled beta2 agonist and oral or parenteral corticosteroids. Respiratory symptoms, including pulmonary edema, may be delayed. Persons receiving significant exposure should be observed 24-48 hours for signs of respiratory distress. If you are sensitized to diisocyanates, consult your physician regarding working with other respiratory irritants or sensitizers. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Excessive exposure may aggravate preexisting asthma and other respiratory disorders. (e.g. emphysema, bronchitis, reactive airways dysfunction syndrome)

SECTION 5: FIREFIGHTING MEASURES**Extinguishing media****Suitable extinguishing media:**

Water fog or fine spray. Dry chemical fire extinguishers. Carbon dioxide fire extinguishers. Foam. Alcohol resistant foams (ATC type) are preferred. General purpose synthetic foams (including AFFF) or protein foams may function but will be less effective.

Unsuitable extinguishing media:

Do not use direct water stream. May spread fire.

Special hazards arising from the substance or mixture**Hazardous combustion products:**

During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating. Combustion products may include and are not limited to: Nitrogen oxides. Isocyanates. Hydrogen cyanide. Carbon monoxide. Carbon dioxide.

Unusual Fire and Explosion Hazards:

Material reacts slowly with water, releasing carbon dioxide which can cause pressure buildup and rupture of closed containers. Elevated temperatures accelerate this reaction. Container may rupture from gas generation in a fire situation. Violent steam generation or eruption may occur upon application of direct water stream to hot liquids. Dense smoke is produced when product burns. Electrically ground and bond all equipment.

Advice for firefighters**Fire Fighting Procedures:**

Keep people away. Isolate fire and deny unnecessary entry. Stay upwind. Keep out of low areas where gases (fumes) can accumulate. Water is not recommended but may be applied in large quantities as a fine spray when other extinguishing agents are not available. Fight fire from protected location or safe distance. Consider the use of unmanned hose holders or monitor nozzles. Immediately withdraw all personnel from the area in case of rising sound from venting safety device or discoloration of the container. Do not use direct water stream. May spread fire. Move container from fire area if this is possible without hazard. Use water spray to cool fire-exposed containers and fire-affected zone until fire is out. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS.

Component	Regulation	Type of listing	Value
Diphenylmethane Diisocyanate, isomers and homologue	OSHA Z-1	C	0.2 mg/m ³ 0.02 ppm
4,4'-Methylenediphenyl diisocyanate	Dow IHG	TWA	0.005 ppm
	Dow IHG	STEL	0.002 ppm
	ACGIH	TWA	0.005 ppm
	OSHA Z-1	C	0.2 mg/m ³ 0.02 ppm

Additional information: The lists that were valid during the creation were used as basis.

Exposure controls

Engineering controls: Use only with adequate ventilation. Local exhaust ventilation may be necessary for some operations. Provide general and/or local exhaust ventilation to control airborne levels below the exposure guidelines. Exhaust systems should be designed to move the air away from the source of vapor/aerosol generation and people working at this point. The odor and irritancy of this material are inadequate to warn of excessive exposure.

Individual protection measures

Eye/face protection:

Use chemical goggles.

Skin protection

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Polyethylene. Ethyl vinyl alcohol laminate (EVAL). Examples of acceptable glove barrier materials include Butyl rubber. Avoid gloves made of Neoprene, Polyvinyl chloride ("PVC" or "vinyl"). NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection:

Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory protection: Atmospheric levels should be maintained below the exposure guideline. When atmospheric levels may exceed the exposure guideline, use an approved air-purifying respirator equipped with an organic vapor sorbent and a particle filter. For situations where the atmospheric levels may exceed the level for which an air-purifying respirator is effective, use a positive-pressure air-supplying respirator (airline or self-contained breathing apparatus). For emergency response or for situations where the atmospheric level is unknown, use an approved positive-pressure self-contained breathing apparatus or positive-pressure air line with auxiliary self-contained air supply.

The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Physical state	Liquid clear
Color	Yellow
Odor	slight
Odor Threshold	No data available
pH-value	Not applicable

Change in condition:

Melting Point	No data available
Freezing Point	No data available
Boiling Point (760mmHg)	No data available

Acute oral toxicity

Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Observations in animals include: Gastrointestinal irritation.

As product: Single dose oral LD50 has not been determined.

LD50, > 2,000 mg/kg Estimated.

Information for components:

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

Typical for this family of materials. Observations in animals include: Gastrointestinal irritation. LD50, Rat, >2000 mg/kg No deaths occurred at this concentration

Diphenylmethane Diisocyanate, isomers and homologues

Typical for this family of materials. LD50, Rat, >10,000 mg/kg

4,4'-Methylenediphenyl diisocyanate

LD50, Rat, >2,000 mg/kg No deaths occurred at this concentration

Acute Dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

As product: The dermal LD50 has not been determined

Based on information for component(s): LD50, > 2,000 mg/kg Estimated

Information for components:

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

Typical for this family of materials. LD50, Rabbit, > 9,400 mg/kg

Diphenylmethane Diisocyanate, isomers and homologues

Typical for this family of materials. LD50, Rabbit, > 9,400 mg/kg

4,4'-Methylenediphenyl diisocyanate

LD50, Rabbit, > 9,400 mg/kg

Acute inhalation Toxicity: At room temperature, vapors are minimal due to low volatility. However, certain operations may generate vapor or mist concentrations sufficient to cause respiratory irritation and other adverse effects. Such operations include those in which the material is heated, sprayed or otherwise mechanically dispersed such as drumming, venting or pumping. Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs. May cause pulmonary edema (fluid in the lungs.) Effects may be delayed. Decreased lung function has been associated with overexposure to isocyanates.

As product: The LC50 has not been determined.

Information for components

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

At room temperature, vapors are minimal due to low volatility. However, certain operations may generate vapor or mist concentrations sufficient to cause respiratory irritation and other adverse effects. Such operations include those in which the material is heated, sprayed or otherwise mechanically dispersed such as drumming, venting or pumping. Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs. May cause pulmonary edema (fluid in the lungs.) Effects may be delayed. Decreased lung function has been associated with overexposure to isocyanates.

The LC50 has not been determined.

Diphenylmethane Diisocyanate, isomers and homologues

LC50, Rat, 4 Hour, dust/mist, 0.49 mg/l

For similar material(s): 4,4'-Methylenediphenyl diisocyanate (CAS 101-68-8). LC50, Rat, 1 Hour, Aerosol, 2.24 mg/l

For similar material(s): 2,4'-Diphenylmethane diisocyanate (CAS 5873-54-1). LC50, Rat, 4 Hour, (Information for components, acute inhalation toxicity, CONTINUED)

Aerosol, 0.387 mg/l

4,4'-Methylenediphenyl diisocyanate

LC50, Rat, 1 Hour, dust/mist, 2.24 mg/l

MDI concentrations below the exposure guidelines may cause allergic respiratory reactions in individuals already sensitized.

Asthma-like symptoms may include coughing, difficult breathing and a feeling of tightness in the chest. Occasionally, breathing difficulties may be life threatening.

4,4'-Methylenediphenyl diisocyanate

For skin sensitization:

Skin contact may cause an allergic skin reaction.

Animal studies have shown that skin contact with isocyanates may play a role in respiratory sensitization.

For respiratory sensitization:

May cause allergic respiratory reaction.

MDI concentrations below the exposure guidelines may cause allergic respiratory reactions in individuals already sensitized.

Asthma-like symptoms may include coughing, difficult breathing and a feeling of tightness in the chest.

Occasionally, breathing difficulties may be life threatening.

Specific Target Organ Systemic Toxicity (Single Exposure)

Contains component(s) which are classified as specific target organ toxicant, single exposure, category 3.

Information for components:

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

Evaluation of available data suggests that this material is not an STOT-SE toxicant.

Diphenylmethane Diisocyanate, isomers and homologues

May cause respiratory irritation.

Route of Exposure: Inhalation

Target organs: Respiratory tract

4,4'-Methylenediphenyl diisocyanate

May cause respiratory irritation.

Route of Exposure: Inhalation

Target Organs: Respiratory Tract

Aspiration Hazard

Based on physical properties, not likely to be an aspiration hazard.

Information for components:

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

Based on physical properties, not likely to be an aspiration hazard.

Diphenylmethane Diisocyanate, isomers and homologues

Based on physical properties, not likely to be an aspiration hazard.

4,4'-Methylenediphenyl diisocyanate

Based on physical properties, not likely to be an aspiration hazard.

Chronic toxicity (represents longer term exposures with repeated dose resulting in chronic/delayed effects - no immediate effects known unless otherwise noted)

Specific Target Organ Systemic Toxicity (Repeated Exposure)

Tissue injury in the upper respiratory tract and lungs has been observed in laboratory animals after repeated excessive exposures to MDI/polymeric MDI aerosols.

Information for components

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

Tissue injury in the upper respiratory tract and lungs has been observed in laboratory animals after repeated excessive exposures to MDI/polymeric MDI aerosols.

Diphenylmethane Diisocyanate, isomers and homologues

Tissue injury in the upper respiratory tract and lungs has been observed in laboratory animals after repeated excessive exposures to MDI/polymeric MDI aerosols.

4,4'-Methylenediphenyl diisocyanate

Diphenylmethane Diisocyanate, isomers and homologues

Genetic toxicity data on MDI are inconclusive. MDI was weakly positive in some in vitro studies; other in vitro studies were negative. Animal mutagenicity studies were predominantly negative.

4,4'-Methylenediphenyl diisocyanate

Genetic toxicity data on MDI are inconclusive. MDI was weakly positive in some in vitro studies; other in vitro studies were negative. Animal mutagenicity studies were predominantly negative.

12. ECOLOGICAL INFORMATION

Ecotoxicological information appears in this section when such data is available.

Toxicity

Acute toxicity to fish

The measured ecotoxicity is that of the hydrolyzed product, generally under conditions maximizing production of soluble species.

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

Based on information for a similar material:

LC50, Danio rerio (zebra fish), static test, 96 Hour, > 1,000 mg/l, OECD Test Guideline 203 or Equivalent

Acute toxicity to aquatic invertebrates

Based on information for a similar material:

EC50, Daphnia magna (Water flea), static test, 24 Hour, > 1,000 mg/l, OECD Test Guideline 202 or Equivalent

Acute toxicity to algae/aquatic plants

Based on information for a similar material:

NOEC, Desmodesmus subspicatus (green algae), static test, 72 Hour, Growth rate inhibition, 1,640 mg/l, OECD Test Guideline 201 or Equivalent

Toxicity to bacteria

Based on information for a similar material:

EC50, activated sludge, static test, 3 Hour, Respiration rates., > 100 mg/l

Toxicity to soil-dwelling organisms

EC50, Eisenia fetida (earthworms), Based on information for a similar material:, 14 d, > 1,000 mg/kg

Toxicity to terrestrial plants

EC50, Avena sativa (oats), Growth inhibition, 1,000 mg/l

EC50, Lactuca sativa (lettuce), Growth inhibition, 1,000 mg/l

Persistence and degradability

Biodegradability: In the aquatic and terrestrial environment, material reacts with water forming predominantly insoluble polyureas which appear to be stable. In the atmospheric environment, material is expected to have a short tropospheric half-life, based on calculations and by analogy with related diisocyanates.

10-day Window: Not applicable

Biodegradation: 0 %

Exposure time: 28 d

Method: OECD Test Guideline 302C or Equivalent

Bioaccumulative potential

Bioaccumulation: Bioconcentration potential is low (BCF < 100 or Log Pow < 3).

Bioconcentration factor (BCF): 92 Cyprinus carpio (Carp) 28 d

Mobility in soil

In the aquatic and terrestrial environment, movement is expected to be limited by its reaction with water forming predominantly insoluble polyureas.

SAFETY DATA SHEET

02/07/2023

PremARC™ 60-80 Polyurethane Binder (Aromatic)

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier:

Product Name: PremARC™ 60-80 Polyurethane Binder
Material Type: Isocyanate
Product Material Weight: 45 lbs Pail / 475 lbs Drums

SECTION 2: HAZARDS IDENTIFICATION

Classification of the substance or mixture

This material is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

- Skin irritation - Category 2
- Eye irritation - Category 2B
- Respiratory sensitization - Category 1
- Skin sensitization - Category 1
- Carcinogenicity - Category 2
- Specific target organ toxicity - single exposure - Category 3
- Specific target organ toxicity - repeated exposure - Category 2 - Inhalation

Label elements

Hazard pictograms



Signal word: **DANGER!**

Hazards

- Causes skin and eye irritation.
- May cause an allergic skin reaction.
- May cause allergy or asthma symptoms or breathing difficulties if inhaled.
- May cause respiratory irritation.
- Suspected of causing cancer.
- May cause damage to organs (Respiratory Tract) through prolonged or repeated exposure if inhaled.

Precautionary statements

Prevention

- Obtain special instructions before use.
- Do not handle until all safety precautions have been read and understood.
- Do not breathe dust/ fume/ gas/ mist/ vapors/ spray.

Immediately flush eyes with water; remove contact lenses, if present, after the first 5 minutes, then continue flushing eyes for at least 15 minutes. Obtain medical attention without delay, preferably from an ophthalmologist. Suitable emergency eye wash facility should be immediately available.

Ingestion:

If swallowed, seek medical attention. Do not induce vomiting unless directed to do so by medical personnel.

Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: Excessive exposure may aggravate preexisting asthma and other respiratory disorders (e.g. emphysema, bronchitis, reactive airways dysfunction syndrome). Maintain adequate ventilation and oxygenation of the patient. May cause asthma-like (reactive airways) symptoms.

Bronchodilators, expectorants, antitussives and corticosteroids may be of help. May cause respiratory sensitization or asthma-like symptoms. Bronchodilators, expectorants and antitussives may be of help. Treat bronchospasm with inhaled beta2 agonist and oral or parenteral corticosteroids. Respiratory symptoms, including pulmonary edema, may be delayed. Persons receiving significant exposure should be observed 24-48 hours for signs of respiratory distress. If you are sensitized to diisocyanates, consult your physician regarding working with other respiratory irritants or sensitizers. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable extinguishing media:

Water fog or fine spray. Dry chemical fire extinguishers. Carbon dioxide fire extinguishers. Foam. Alcohol resistant foams (ATC type) are preferred. General purpose synthetic foams (including AFFF) or protein foams may function but will be less effective.

Unsuitable extinguishing media:

Do not use direct water stream. May spread fire.

Special hazards arising from the substance or mixture

Hazardous combustion products:

During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating. Combustion products may include and are not limited to: Nitrogen oxides. Isocyanates. Hydrogen cyanide. Carbon monoxide. Carbon dioxide.

Unusual Fire and Explosion Hazards:

Material reacts slowly with water, releasing carbon dioxide which can cause pressure buildup and rupture of closed containers. Elevated temperatures accelerate this reaction. Container may rupture from gas generation in a fire situation. Violent steam generation or eruption may occur upon application of direct water stream to hot liquids. Dense smoke is produced when product burns. Electrically ground and bond all equipment.

Advice for firefighters

Fire Fighting Procedures:

Keep people away. Isolate fire and deny unnecessary entry. Stay upwind. Keep out of low areas where gases (fumes) can accumulate. Water is not recommended but may be applied in large quantities as a fine spray when other extinguishing agents are not available. Fight fire from protected location or safe distance. Consider the use of unmanned hose holders or monitor nozzles. Immediately withdraw all personnel from the area in case of rising sound from venting safety device or discoloration of the container. Do not use direct water stream. May spread fire. Move container from fire area if this is possible without hazard. Use water spray to cool fire-exposed containers and fire-affected zone until fire is out. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage. Review the "Accidental Release Measures" and the "Ecological Information" sections of this SDS.

Special protective equipment for firefighters:

Wear positive-pressure self-contained breathing apparatus (SCBA) and protective firefighting clothing (includes firefighting helmet, coat, trousers, boots, and gloves). Avoid contact with this material during firefighting operations. If contact is likely, change to full chemical resistant firefighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections.

Skin protection

Hand protection:

Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Butyl rubber. Chlorinated polyethylene. Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Examples of acceptable glove barrier materials include: Neoprene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyvinyl chloride ("PVC" or "vinyl"). Viton. NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection:

Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory protection:

Atmospheric levels should be maintained below the exposure guideline. When atmospheric levels may exceed the exposure guideline, use an approved air-purifying respirator equipped with an organic vapor sorbent and a particle filter. For situations where the atmospheric levels may exceed the level for which an air-purifying respirator is effective, use a positive-pressure air-supplying respirator (air line or self-contained breathing apparatus). For emergency response or for situations where the atmospheric level is unknown, use an approved positive-pressure self-contained breathing apparatus or positive-pressure air line with auxiliary self-contained air supply.

The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

General Information

Appearance

Form	Liquid
Color	Red to brown
Odor	Characteristic
Odor Threshold	0.4 ppm <i>Based on Literature for MDI.</i> Odor is inadequate warning of excessive exposure.
pH-value	No test data available

Change in condition:

Melting Point	No test data available
Freezing Point	No test data available
Boiling Point(760mmHg)	> 100 °C (> 212 °F) <i>Literature</i>
Flash Point	closed cup > 150 °C (> 302 °F) <i>Estimated.</i>
Evaporation Rate	No test data available (Butyl Acetate = 1)
Flammability (solid, gas)	Not applicable to liquids
Explosion Limits:	
Lower:	No test data available
Upper:	No test data available
Vapor Pressure	< 0.00001 mmHg at 25 °C (77 °F) <i>Literature</i>
Relative Vapor Density (air = 1)	No test data available

Prolonged skin contact is unlikely to result in absorption of harmful amounts.
The dermal LD50 has not been determined.
LD50, Rabbit, > 2,000 mg/kg Estimated.

Acute inhalation toxicity

At room temperature, vapors are minimal due to low volatility. However, certain operations may generate vapor or mist concentrations sufficient to cause respiratory irritation and other adverse effects. Such operations include those in which the material is heated, sprayed or otherwise mechanically dispersed such as drumming, venting or pumping. Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs. May cause pulmonary edema (fluid in the lungs.) Effects may be delayed. Decreased lung function has been associated with overexposure to isocyanates.

As product: The LC50 has not been determined.

Skin corrosion/irritation

Prolonged contact may cause skin irritation with local redness.
Material may stick to skin causing irritation upon removal.
May stain skin.

Serious eye damage/eye irritation

May cause eye irritation.
May cause slight temporary corneal injury.

Sensitization

A component in this mixture has been shown to be a skin sensitizer.
Animal studies have shown that skin contact with isocyanates may play a role in respiratory sensitization.
A component in this mixture may cause an allergic respiratory response.
MDI concentrations below the exposure guidelines may cause allergic respiratory reactions in individuals already sensitized.
Asthma-like symptoms may include coughing, difficult breathing and a feeling of tightness in the chest. Occasionally, breathing difficulties may be life threatening.

Specific Target Organ Systemic Toxicity (Single Exposure)

Contains component(s) which are classified as specific target organ toxicant, single exposure, category 3.

Specific Target Organ Systemic Toxicity (Repeated Exposure)

Tissue injury in the upper respiratory tract and lungs has been observed in laboratory animals after repeated excessive exposures to MDI/polymeric MDI aerosols.

Carcinogenicity

Lung tumors have been observed in laboratory animals exposed to respirable aerosol droplets of MDI/Polymeric MDI (6 mg/m³) for their lifetime. Tumors occurred concurrently with respiratory irritation and lung injury. Current exposure guidelines are expected to protect against these effects reported for MDI.

Teratogenicity

In laboratory animals, MDI/polymeric MDI did not cause birth defects; other fetal effects occurred only at high doses which were toxic to the mother.

Reproductive toxicity

No relevant data found.

Mutagenicity

Genetic toxicity data on MDI are inconclusive. MDI was weakly positive in some in vitro studies; other in vitro studies were negative. Animal mutagenicity studies were predominantly negative.

Aspiration Hazard

Based on physical properties, not likely to be an aspiration hazard. No aspiration toxicity classification

COMPONENTS INFLUENCING TOXICOLOGY:

Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer

Acute inhalation toxicity

At room temperature, vapors are minimal due to low volatility. However, certain operations may generate vapor or mist concentrations sufficient to cause respiratory irritation and other adverse effects. Such operations include those in which material is heated, sprayed or otherwise mechanically dispersed such as drumming, venting or pumping. Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs. May cause pulmonary edema (fluid on lungs). Effects may be delayed. Decreased lung function has been associated with overexposure to isocyanates.

The LC50 has not been determined.

Diphenylmethane Diisocyanate, isomers and homologues

SECTION 13: DISPOSAL CONSIDERATIONS

Disposal methods:

DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Recycler. Reclaimer. Incinerator or other thermal destruction device. For additional information, refer to: Handling & Storage Information, MSDS Section 7 Stability & Reactivity Information, MSDS Section 10 Regulatory Information, MSDS Section 15

SECTION 14: TRANSPORT INFORMATION

DOT Proper shipping name	Environmentally hazardous substance, liquid, n.o.s.(MDI)
UN number	UN 3082
Class	9
Packing group	III
Reportability	MDI

Classifications for SEA transport (IMO-IMDG): Not regulated for transport

Transport in bulk according to Annex I or II of Marpol 73/78 and the IBC or IGC code Consult IMO regulations before transporting ocean bulk

Classification for AIR transport (IATA/ICAO): Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

SECTION 15: REGULATORY INFORMATION

OSHA Hazard Communication Standard

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

Skin Corrosion or irritation
Serious eye damage or eye irritation
Respiratory or skin sensitization
Specific target organ toxicity (single or repeated exposure)
Reactivity Hazard

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313

Components	CASRN
Diphenylmethane Diisocyanate, isomers and homologues	9016-87-9
4,4' -Methylenediphenyl diisocyanate	101-68-8

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) Section 103
Calculated RQ exceeds reasonably attainable upper limit.

Components	CASRN	RQ
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SAFETY DATA SHEET

This form may be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200 and WHMIS Canadian Legislation.

02/07/2023

Premium Black Rubber Granules (All Sizes)

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product Identifier

Product Name: .5mm, 1300, 1350 track, 1350 playground, 1400, 1500, 2500, 3600, 1/2 Inch Chunk, 5/8 Premium Black Rubber Granules
Chemical Family: Polymeric (*fully processed*) Cured.
Specific Materials: EPDM, SBR (*high quality virgin industrial polymers*) *Pre consumer Post industrial Reclaimed Scrap Rubber*
Product Weight: 50/ 55 lbs bags

SECTION 2: HAZARDS IDENTIFICATION

Non-Hazardous as defined by OSHA Hazard Communication Standard CFR Title 29 Part 1910.1200 and the WHMIS Canadian Legislation.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Specific Gravity (H₂O = 1): 1.15 – 1.20
Solubility in water: Insoluble
Appearance & Odor: Granular, Black – Mild Characteristic Odor
% of Volatiles by volume: None

SECTION 4: FIRST AID MEASURES

Inhalation: Not Relevant
Eye Contact: Avoid Dust in Eyes, Do Not Rub Eye.
Effects of Ingestion: None Expected. Treat Symptomatically
First Aid Procedures: Not Expected To Require First Aid

SECTION 5: FIREFIGHTING MEASURES

Extinguisher Media:
Standard fire extinguisher, water, CO₂ Foam, Water fog, Water spray, Protein type air foam, Dry Chemical.
Special Fire Fighting Procedures:
Regular procedures for rubber fires.
Wear self-contained breathing apparatus.
Treat as a hydrocarbon fire.
Unusual Fire & Explosion Hazards:
NONE

SECTION 6: ACCIDENTAL RELEASE MEASURES

Not Relevant
No special procedures necessary.
Waste disposal method:
Sweep, vacuum into disposal containers
Dispose of according to federal, state, and local regulations

SAFETY DATA SHEET

02/07/2023

Rosehill TPV Colored Rubber Granules

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product identifier

Product name: Premium Rosehill TPV Colored Rubber Granules
Product Weight: 55 lb bags

SECTION 2: HAZARDS IDENTIFICATION

Classification of the substance or mixture

Not regarded as a health or environmental hazard under current legislation.
Environment: The product is not expected to be hazardous to the environment.
Human Health: No specific hazards.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixtures

Composition Comments: Does not contain any harmful or hazardous ingredients.

SECTION 4: FIRST AID MEASURES

Description of first aid measures

General information: No recommendation given.
After inhalation: Not relevant
After skin contact: Not relevant.
After eye contact: Dust in the eyes: Do not rub eye.
After swallowing: Not relevant.
Information for doctor: Treat symptomatically

SECTION 5: FIREFIGHTING MEASURES

Extinguishing media

Suitable extinguishing agents:

Larger fires: Alcohol resistant foam, water spray, fog or mist. Small fires: water spray, dry powder or carbon dioxide, dry chemicals, sand, dolomite, etc.

Special hazards arising from the substance or mixture

Not classified as flammable but will burn. Carbon Monoxide may be evolved if incomplete combustion occurs.

Advice for firefighters

Protective equipment:

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions:

For personal protection, see Section 8.

Environmental Precautions:

Not regarded as dangerous to the environment.

Additional information:

Not relevant.

No specific health warnings noted.
Health Warnings
No specific health warnings noted.

SECTION 12: ECOLOGICAL INFORMATION

Toxicity
Not regarded as dangerous for the environment.
Mobility
Not relevant, due to the form of the product.
Bioaccumulation
The product is not bio accumulating.
Degradability
The product is not readily biodegradable.
Fish Acute & Prolonged Toxicity
Not considered toxic to fish.

SECTION 13: DISPOSAL CONSIDERATIONS

Disposal Methods
Incinerate in suitable combustion chamber, or dispose of on site landfill area.

SECTION 14: TRANSPORT INFORMATION

General:
The product is not covered by international regulation on the transport of dangerous goods (IMDG, IATA, ADR/RID). No transport warning sign required.
Road Transport Notes:
Not classified
Rail Transport Notes:
Not classified
Sea Transport Notes:
Not classified
Air Transport Notes:
Not classified

SECTION 15: REGULATORY INFORMATION

Risk Phrases NC Not Classified
Safety Phrases NC Not Classified

SECTION 16: OTHER INFORMATION

California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

SAFETY DATA SHEET

This form may be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200 and WHMIS Canadian Legislation.

02/07/2023

Buffings Material

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product Identifier

Product name: SBR Stranded, Buffings Material, Playground Buffings, Track Buffings

Size: This is to include the following: 4-8, 4-10, 4-20, 6-16, 5-10, 3-8, 4-14, +4, 8-20, Playground Buffings, Track Buffings

Chemical Family: Polymeric (fully processed) Cured.

Specific Materials: styrene butadiene rubber (SBR)

Product Weight: 50 lb bags

SECTION 2: HAZARDS IDENTIFICATION

Non-Hazardous as defined by OSHA Hazard Communication Standard CFR Title 29 Part 1910.1200 and the WHMIS Canadian Legislation.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Specific Gravity (H₂O = 1): 1.15 – 1.20

Solubility in water: Insoluble

Appearance & Odor: Granular, Black – Mild Characteristic Odor

% of Volatiles by volume: None

SECTION 4: FIRST AID MEASURES

Inhalation: Not Relevant

Eye Contact: Avoid Dust in Eyes, Do Not Rub Eye.

Effects of Ingestion: None Expected. Treat Symptomatically

First Aid Procedures: Not Expected To Require First Aid

SECTION 5: FIREFIGHTING MEASURES

Extinguisher Media: Standard fire extinguisher, water, CO₂ Foam, Water fog, Water spray, Protein type air foam, Dry Chemical.

Special Fire Fighting Procedures: Regular procedures for rubber fires.

Wear self-contained breathing apparatus.

Treat as a hydrocarbon fire.

Unusual Fire & Explosion Hazards:

NONE

SECTION 6: ACCIDENTAL RELEASE MEASURES

Not Relevant No special procedures necessary.

Waste disposal method: Sweep, vacuum into disposal containers

Dispose of according to Federal, State, and local regulations

SECTION 7: HANDLING AND STORAGE

Ventilation: Local exhaust

Eye Protection: Safety glasses

Precautions in handling: Personal hygiene: frequent washing with soap and water of exposed areas, remove and clean solid clothing.

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Playmore West, Inc. 10271 DEER RUN FARMS ROAD SUITE 1 FORT MYERS, FL 33966 Luke Russell Phoe:239.791.2400 luke@playmoreonline.com</p>	<p>Playspace Services 3127 Skyway Cir. Ste 101 Melbourne, FL 32934 Paul Bickham Phone: 321.775.0600 info@playspaceservices.com</p>	<p>Rep Services, Inc. 165 W Jessup Ave Longwood , FL 32750-4146 Nathan Almon Phone: 407. 831.9658 Fax: 407. 834.5366 sales@repservices.com nathan@repservices.com</p>	<p>TOPLINE RECREATION INC. 2922 HOWLAND BLVD SUITE # 4 DELTONA, FL 32725-2900 Phone:386.575.8359 Sonia Perkins/Debbie LLOYD soniap@toplinerec.com debbie@toplinerec.com</p>
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PRICESHEET

A .Manufacturer/Catalog Name & % Discount	2024 PLAYWORLD 5%	2024 RUBBERSPACE SERVICES 5%	2024 LANDSCAPE STRUCTURES CATALOG 2%	3-18-2024 BURKE 5%
B. Manufacturer/Catalog Name & % Discount	2024 BERLINER 3%	2024 RUBBER DESIGNS 5%	2024 SKYWAY SHADE CATALOG 2%	3-18-2024 LAPSET 5%
C. Manufacturer/Catalog Name & % Discount	2023 CRE8PLAY 3%		2024 AQUATIX CATALOG 2%	3-28-2024 GROUNDS FOR PLAY 5%
D. Manufacturer/Catalog Name & % Discount				3-18-2024 PERCUSSION PLAY 5%
E. Manufacturer/Catalog Name & % Discount				
F. Manufacturer/Catalog Name & % Discount				
G. Manufacturer/Catalog Name & % Discount				
H. Manufacturer/Catalog Name & % Discount				
I. Manufacturer/Catalog Name & % Discount				
J. Manufacturer/Catalog Name & % Discount				
K. Manufacturer/Catalog Name & % Discount				
L. Manufacturer/Catalog Name & % Discount				

<p>EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML Playground Equipment, Surfacing, Installation, & Repair DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the evaluated tab sheet and shall serve as the Notice of Intent to Award the bid to the highlighted vendor(s). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes as of the date of this notice, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and will proceed for Board Approval on April 23, 2024.</p>	<p>Playmore West, Inc. 10271 DEER RUN FARMS ROAD SUITE 1 FORT MYERS, FL 33966 Luke Russell Phoe:239.791.2400 luke@playmoreonline.com</p>	<p>Playspace Services 3127 Skyway Cir. Ste 101 Melbourne, FL 32934 Paul Bickham Phone: 321.775.0600 info@playspaceservices.com</p>	<p>Rep Services, Inc. 165 W Jessup Ave Longwood , FL 32750-4146 Nathan Almon Phone: 407. 831.9658 Fax: 407. 834.5366 sales@repervices.com nathan@repervices.com</p>	<p>TOPLINE RECREATION INC. 2922 HOWLAND BLVD SUITE # 4 DELTONA, FL 32725-2900 Phone:386.575.8359 Sonia Perkins/Debbie LLOYD soniap@toplinerec.com debbie@toplinerec.com</p>
<p>2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added). The firm, fixed percentage is _____%</p>	40%	35%	50%	55%
<p>3. Is your written factory certification for the installation of playground equipment attached?</p>	YES	YES	YES	YES
<p>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: Name:</p>	NO	NO	YES AL BOSGRAAF & SONS INC.	YES BUILDWORK
<p>5. Does your company provide repair service?</p>	YES \$200. PER HR WITH A \$3,200 MINIMUM	YES \$197.50	NO	YES \$375.00 PE.R HR PER. PERSON
<p>6. Rubber Mulch</p>				
<p>* Is price table attached</p>	YES	YES		YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES		YES
<p>7. Surfacing Products (Pour-In-Place)</p>	YES			
<p>* Is price table attached</p>	YES	YES	YES	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES	YES	YES
<p>8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</p>	YES	YES	YES	YES
<p>9. Minimum Order? If so, \$ _____</p>	YES- SURFACING \$8,000 Installation \$4,025	NO	YES \$50,000.00	NO
<p>10. List any Exclusions:</p>	rubber mulch freight not includedand can't be caculated until quantities & location are determined.			REPAIRS-MINIMUM 4 HOURS DAY AND PERSON

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUNG EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Advanced Recreational Concepts 3127 Skyway Cir. Unit 101 Melbourne, FL 32934 Paul Bickham Phone: 321.514.3184 pbickham@arcflorida.com INFO@ARCFLORIDA.COM</p>	<p>Bliss Products and Services, Inc. 6831 S. Sweetwater Road Lithia Springs , GA 30122 Gregg Bliss/Heather Smith Phone: 770.920.1934 800.248.2547 Fax: 770.920.1915 info@blissproducts.com heather.smith@blissproducts.com</p>	<p>Industrial Shadeports Inc 6600 NW 12th Ave, Suite 220 Fort Lauderdale, FL 33309 Chip Breitweiser Phone: 954.755.0661 sales@shadeports.com</p>	<p>Jammin Playgrounds, Inc 4103 Bob White Court Saint Cloud, FL 34772 Sandra Schneider Phone: 321.624.8376 sandra@jamnplay.com</p> <p>Took exception to our Terms & Conditions on Bid</p>
Bid Signed- Non Collusion Form	YES	YES	YES	YES
Division of Corporations Reg. No.	L03000023078	695904	P16000086011	P17000058311
Bankruptcy	NO	NO	NO	NO
Litigation	NO	NO	NO	NO
Drug Free Workplace Certification	YES	YES	YES	YES
Certificate of Debarment	YES	YES	YES	YES
Emergency Form	YES	YES	YES	YES
Conflict of Interest	YES	YES	YES	YES
References	YES	YES	YES	YES
Confidential Materials	N/A	N/A	YES	N/A
Certified Business Program	NO	N/A	N/A	YES
Business Tax Receipt	YES	YES	YES	YES
Licenses/ Certifications	YES-CBC	YES-CGC	YES-CGC	YES-CBC
Proof of Insurance	YES	YES	YES	YES
Hold Harmless	YES	N/A	N/A	N/A
SUBMITTED ELECTRONICALLY / HARDCOPY	ELECTRONICALLY	ELECTRONICALLY	ELECTRONICALLY	ELECTRONICALLY
Flash Drive	N/A	N/A	N/A	N/A
Sunbiz/ Sams	YES	YES	YES	YES
SBE/VBE	N/A	N/A	N/A	N/A

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Advanced Recreational Concepts 3127 Skyway Cir. Unit 101 Melbourne, FL 32934 Paul Bickham Phone: 321.514.3184 pbickham@arcflorida.com INFO@ARCFLORIDA.COM</p>	<p>Bliss Products and Services, Inc. 6831 S. Sweetwater Road Lithia Springs , GA 30122 Gregg Bliss/Heather Smith Phone: 770.920.1934 800.248.2547 Fax: 770.920.1915 info@blissproducts.com heather.smith@blissproducts.com</p>	<p>Industrial Shadeports Inc 6600 NW 12th Ave, Suite 220 Fort Lauderdale, FL 33309 Chip Breitweiser Phone: 954.755.0661 sales@shadeports.com</p>	<p>Jammin Playgrounds, Inc 4103 Bob White Court Saint Cloud, FL 34772 Sandra Schneider Phone: 321.624.8376 sandra@jamnplay.com</p> <p>Took exception to our Terms & Conditions on Bid</p>
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PRICESHEET

A. Manufacturer/Catalog Name & % Discount	PLAYCRAFT SYSTEMS 5%	Action Play, Athletic Connection, Beacon Athletics, Big Toys, Cedar Forest Products, CemRock, Colorado Time Systems, Compac Filtration, Dero, Dura Play, 5%	JAN 2023 Industrial Shadeports Inc 5%	3/19/2024 PLAYGROUND EQUIPMENT.COM 10%
B. Manufacturer/Catalog Name & % Discount	GROUNDS FOR PLAY 5%	Forestry Resources, Free Note - Harmony Park, , JayPro Sports, Jensen Swings, Kay Park, Major Display Scoreboards, 5%		3/19/2024 LITTLE TIKES COMMERCIAL 5%
C. Manufacturer/Catalog Name & % Discount	ULTRAPLAY 5%	Murdock Fountains, National Recreation Systems, , PlayGuard, Playsafe Surfacing, Playsafer/Rubber Recycling, RCP Shelters , 5%		3/19/2024 PLAYMART/NATURE EARLY PLAY 5%
D. Manufacturer/Catalog Name & % Discount	ID SCULPTURE 5%	Safety 1st Surfacing, Sand Lock Sandbox, Spiral Court King, Spohn Ranch / Tru Ride, , Sportsfield Specialties(ProMats) 5%		3/19/2024 ULTRAPLAY 5%
E. Manufacturer/Catalog Name & % Discount	SRP SHADE 5%	Sportsplay, Structural Wood Systems, Superior Shade, Superior Shelters, 5%		3/19/2024 GROUNDS FOR PLAY 5%
F. Manufacturer/Catalog Name & % Discount	FREENOTES HARMONY 5%	Waterworks International, X-Grass, Zeager, Beacon Athletics, Modern Shade ,ID Sculptures, 5%		3/19/2024 PLAYTOPIA 5%
G. Manufacturer/Catalog Name & % Discount	2024 ACTION FIT 5%	Raindrop Products, LLC, Rain Deck , Willoughby Stainless Fountains,lplay,Windscreen Factory 5%		
H. Manufacturer/Catalog Name & % Discount	2024 APS BORDERS 5%	Bark Park 8%		
I. Manufacturer/Catalog Name & % Discount	2024 SPORTS PLAY 5%	Dynamo, Electro Mech Scoreboard, Elephant Play, Everlast Climbing, 10%		
J. Manufacturer/Catalog Name & % Discount	2024 DYNAMO 5%	Fibar,Gared Sports, GT Grandstands, Jayhawk Plastics/FROG, 10%		
K. Manufacturer/Catalog Name & % Discount	2024 ULTRASITE 5%	Play And Park Structures, Shade America 10%		
L. Manufacturer/Catalog Name & % Discount	2024 BISON 5%			

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUNG EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller</p> <p>This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Advanced Recreational Concepts 3127 Skyway Cir. Unit 101 Melbourne, FL 32934 Paul Bickham Phone: 321.514.3184 pbickham@arcflorida.com INFO@ARCFLOIDA.COM</p>	<p>Bliss Products and Services, Inc. 6831 S. Sweetwater Road Lithia Springs , GA 30122 Gregg Bliss/Heather Smith Phone: 770.920.1934 800.248.2547 Fax: 770.920.1915 info@blissproducts.com heather.smith@blissproducts.com</p>	<p>Industrial Shadeports Inc 6600 NW 12th Ave, Suite 220 Fort Lauderdale, FL 33309 Chip Breitweiser Phone: 954.755.0661 sales@shadeports.com</p>	<p>Jammin Playgrounds, Inc 4103 Bob White Court Saint Cloud, FL 34772 Sandra Schneider Phone: 321.624.8376 sandra@jammplay.com</p> <p>Took exception to our Terms & Conditions on Bid</p>
<p>2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added). The firm, fixed percentage is _____%</p>	35%	VARIES SEE ATTACHED	126%	39%
<p>3. Is your written factory certification for the installation of playground equipment attached?</p>	YES	NO	YES	NO (CPSI)
<p>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: Name:</p>	YES PLAYSPACE SERVICES	TBD	N/A	N/A
<p>5. Does your company provide repair service?</p>	YES \$197.50 PER HR.	YES \$350.00 PER HR.	YES VARIES	YES, PRICE DEPENDS ON SCOPE, NOT HOURLY RATE
<p>6. Rubber Mulch</p>				
<p>* Is price table attached</p>	YES	NO	NO	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	NO	NO	YES
<p>7. Surfacing Products (Pour-In-Place)</p>				
<p>* Is price table attached</p>	YES	NO	NO	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	NO	NO	YES
<p>8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</p>	YES	YES	YES	YES
<p>9. Minimum Order? If so, \$ _____</p>	NO	NO	NO	NO
<p>10. List any Exclusions:</p>			NONE	<p>All prices based on early access & no permitting/inspections, Does not include freight or storage fees. 50% deposit required to order equipment. Net 45 for remaining balance after project is completed, Does not include private utility locator, only 811.</p>

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUNING EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller</p> <p>This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Lanier Plans, Inc dba KORKAT 221 Cable Industrial Way Carrollton, GA 30117 Shane Lanier Phone: 7702149322 Fax: 7702149323 shanel@korkat.com</p>	<p>Legacy Construction Services Group Inc dba Pro Playgrounds 3725 Apalalchee PKWY Tallahassee, FL 32311 PAUL ADRIANSE Phone: 800-573-7529 Fax: 250-328-0341 INFO@PROPLAYGROUNDS.COM</p>	<p>Miller Recreation Equipment & Design, Inc. 7745 S.W. 193rd Lane Cutler Bay, FL 33157 Susan Miller Phone: 941 7924580 mreclfa@gmail.com</p>	<p>PlayCore Wisconsin, Inc 150 PlayCore Drive SE Ft Payne, WI 35967 JoEllen Green or Rob Dominica Phone: 407.331.0101 Fax: 4073314720 joelleng@gametime.com or robd@gametime.com</p>
Bid Signed- Non Collusion Form	YES	YES	YES	YES
Division of Corporations Reg. No.	F09000003271	P16000004378	P97000049934	F07000002689
Bankruptcy	NO	NO	NO	NO
Litigation	NO	NO	NO	NO
Drug Free Workplace Certification	YES	YES	YES	YES
Certificate of Debarment	YES	YES	YES	YES
Emergency Form	YES	YES	YES	YES
Conflict of Interest	YES	YES	YES	YES
References	YES	YES	YES	YES
Confidential Materials	N/A	N/A	N/A	N/A
Certified Business Program	N/A	N/A	N/A	N/A
Business Tax Receipt	YES	DOES NOT ISSUE	YES	DOES NOT ISSUE
Licenses/ Certifications	YES-CGC	YES-CGC	N/A Subcontractor	YES
Proof of Insurance	YES	YES	YES	YES
Hold Harmless	N/A	N/A	N/A	N/A
SUBMITTED ELECTRONICALLY / HARDCOPY	ELECTRONICALLY	HARDCOPY	ELECTRONICALLY	ELECTRONICALLY
Flash Drive	N/A	YES	N/A	N/A
Sunbiz/ Sams	YES	YES	YES	YES
SBE/VBE	N/A	N/A	N/A	N/A

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Lanier Plans, Inc dba KORKAT 221 Cable Industrial Way Carrollton, GA 30117 Shane Lanier Phone: 7702149322 Fax: 7702149323 shanel@korkat.com</p>	<p>Legacy Construction Services Group Inc dba Pro Playgrounds 3725 Apalalchee PKWY Tallahassee, FL 32311 PAUL ADRIANSE Phone: 800-573-7529 Fax: 250-328-0341 INFO@PROPLAYGROUNDS.COM</p>	<p>Miller Recreation Equipment & Design, Inc. 7745 S.W. 193rd Lane Cutler Bay, FL 33157 Susan Miller Phone: 941 7924580 mrecfla@gmail.com</p>	<p>PlayCore Wisconsin, Inc 150 PlayCore Drive SE Ft Payne, WI 35967 JoEllen Green or Rob Dominica Phone: 407.331.0101 Fax: 4073314720 joelleng@gametime.com or robd@gametime.com</p>
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PRICESHEET

<p>A. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRP 4%</p>	<p>2024 OR MOST CURRENT PRO PLAYGROUNDS DIGITAL OFFERING (WEBSITE) & CATALOG WWW.PROPLAYGROUNDS.COM-ALL ITEMS 10%</p>	<p>2024 MIRACLE RECREATION EQUIPMENT CO. SEE NEXT PAGE 8% \$0-\$4,999 12% \$5,000-\$9,999 18% \$10,000-\$14999 20% \$25,000-above</p>	<p>2024 GAMETIME 10%</p>
<p>B. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRPFX THEMED PLAYGROUNDS 4%</p>	<p>2024 OR MOST CURRENT SUPERIOR RECREATION-ALL LINES,PLAYGROUND,SHADE,SHELTER,SITE,IND OOR PLAYGROUNDS 10%</p>	<p>2024 DOGIPOT, DOH-ON-IT-PARKS, MURDOCK WATER FOUNTAINS, US SHADE SYSTEMS, 5%</p>	<p>2024 GAMETIME SHADE 3%</p>
<p>C. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRP SHADE 4%</p>	<p>2024 OR MOST CURRENT ULTRA PLAY/ ULTRA SITE 10%</p>	<p>2024 FIBAR ENGINEERED WOOD FIBER, WARBASH, VALLEY SITE FURNISHINGS 5%</p>	<p>2024 GAMETIME SITE 3%</p>
<p>D. Manufacturer/Catalog Name & % Discount</p>	<p>2024 SRP SITE AMENITIES 3%</p>	<p>2024 OR MOST CURRENT INTERNATIONAL MULCH COMPANY 10%</p>	<p>2024 KAY PARK, ACTION PLAY SYSTEM,SYNTHETIC TURF SERVICES, NO FAULT (POUR-IN-PLACE)MY T COAT 5%</p>	<p>2024 GAMETIME FITNESS 10%</p>
<p>E. Manufacturer/Catalog Name & % Discount</p>	<p>2024 GROUNDS FOR PLAY 3%</p>	<p>2024 OR MOST CURRENT AMERICAN RECYCLING 10%</p>		<p>2024 GAMETIME IMPAX 0%</p>
<p>F. Manufacturer/Catalog Name & % Discount</p>	<p>2024 OUTDOOR SAFTEY SURFACING 3%</p>	<p>2024 OR MOST CURRENT2 BY 2 RECREATION 10%</p>		
<p>G. Manufacturer/Catalog Name & % Discount</p>				
<p>H. Manufacturer/Catalog Name & % Discount</p>				
<p>I. Manufacturer/Catalog Name & % Discount</p>				
<p>J. Manufacturer/Catalog Name & % Discount</p>				
<p>K. Manufacturer/Catalog Name & % Discount</p>				
<p>L. Manufacturer/Catalog Name & % Discount</p>				

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUNG EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Lanier Plans, Inc dba KORKAT 221 Cable Industrial Way Carrollton, GA 30117 Shane Lanier Phone: 7702149322 Fax: 7702149323 shanel@korkat.com</p>	<p>Legacy Construction Services Group Inc dba Pro Playgrounds 3725 Apalalchee PKWY Tallahassee, FL 32311 PAUL ADRIANSE Phone: 800-573-7529 Fax: 250-328-0341 INFO@PROPLAYGROUNDS.COM</p>	<p>Miller Recreation Equipment & Design, Inc. 7745 S.W. 193rd Lane Cutler Bay, FL 33157 Susan Miller Phone: 941 7924580 mrecfla@gmail.com</p>	<p>PlayCore Wisconsin, Inc 150 PlayCore Drive SE Ft Payne, WI 35967 JoEllen Green or Rob Dominica Phone: 407.331.0101 Fax: 4073314720 joelleng@gametime.com or robd@gametime.com</p>
<p>2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added). The firm, fixed percentage is _____%</p>	30%	35%	27%	35%
<p>3. Is your written factory certification for the installation of playground equipment attached?</p>	YES	YES	YES	YES
<p>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name:</p>	NO	N/A SELF PERFORMED	YES COMPLETE CONSTRUCTION LLC	YES
<p>5. Does your company provide repair service?</p>	YES \$100 PER HR.	YES \$75.00 PER HR.	YES \$100.00 PER HR	YES \$150.00 PER HR
<p>6. Rubber Mulch</p>				
<p>* Is price table attached</p>	YES	YES	NO	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES	YES	YES
<p>7. Surfacing Products (Pour-In-Place)</p>				
<p>* Is price table attached</p>	YES	YES	YES	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES	YES	YES
<p>8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</p>	YES	YES	YES WEBSITE	YES
<p>9. Minimum Order? If so, \$ _____</p>	NO	NO	NO	NO
<p>10. List any Exclusions:</p>	Any site prepration		Discounts does not include freight, special/sales flyers, replacement parts. Discounts do not apply to sales flyers, items that are on special.	N/A

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller</p> <p>This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Playmore West, Inc. 10271 DEER RUN FARMS ROAD SUITE 1 FORT MYERS, FL 33966 Luke Russell Phoe:239.791.2400 luke@playmoreonline.com</p>	<p>Playspace Services 3127 Skyway Cir. Ste 101 Melbourne, FL 32934 Paul Bickham Phone: 321.775.0600 info@playspaceservices.com</p>	<p>Rep Services, Inc. 165 W Jessup Ave Longwood , FL 32750-4146 Nathan Almon Phone: 407. 831.9658 Fax: 407. 834.5366 sales@repervices.com nathan@repervices.com</p>	<p>TOPLINE RECREATION INC. 2922 HOWLAND BLVD SUITE # 4 DELTONA, FL 32725-2900 Phone:386.575.8359 Sonia Perkins/Debbie LLOYD soniap@toplinerec.com debbie@toplinerec.com</p>
Bid Signed- Non Collusion Form	YES	YES	YES	YES
Division of Corporations Reg. No.	P00000016534	V52938	G86998	P11000073376
Bankruptcy	NO	NO	NO	NO
Litigation	NO	NO	NO	NO
Drug Free Workplace Certification	YES	YES	YES	YES
Certificate of Debarment	YES	YES	YES	YES
Emergency Form	YES	YES	YES	YES
Conflict of Interest	YES	YES	YES	YES
References	YES	YES	YES	YES
Confidential Materials	N/A	N/A	N/A	N/A
Certified Business Program	N/A	N/A	N/A	YES
Business Tax Receipt	YES	YES	YES	YES
Licenses/ Certifications	YES-CBC	YES-CBC	YES-CBC	YES-CGC
Proof of Insurance	YES	YES	YES	YES
Hold Harmless	N/A	N/A	N/A	N/A
SUBMITTED ELECTRONICALLY / HARDCOPY	HARDCOPY	ELECTRONICALLY	ELECTRONICALLY	HARDCOPY
Flash Drive	YES	N/A	N/A	YES
Sunbiz/ Sams	YES	YES	YES	YES
SBE/VBE	NOT COMPLETE	N/A	N/A	NOT COMPLETE

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUND EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Playmore West, Inc. 10271 DEER RUN FARMS ROAD SUITE 1 FORT MYERS, FL 33966 Luke Russell Phoe:239.791.2400 luke@playmoreonline.com</p>	<p>Playspace Services 3127 Skyway Cir. Ste 101 Melbourne, FL 32934 Paul Bickham Phone: 321.775.0600 info@playspaceservices.com</p>	<p>Rep Services, Inc. 165 W Jessup Ave Longwood , FL 32750-4146 Nathan Almon Phone: 407. 831.9658 Fax: 407. 834.5366 sales@repservices.com nathan@repservices.com</p>	<p>TOPLINE RECREATION INC. 2922 HOWLAND BLVD SUITE # 4 DELTONA, FL 32725-2900 Phone:386.575.8359 Sonia Perkins/Debbie Lloyd soniap@toplinerec.com debbie@toplinerec.com</p>
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PRICESHEET

A. Manufacturer/Catalog Name & % Discount	2024 PLAYWORLD 5%	2024 RUBBERSPACE SERVICES 5%	2024 LANDSCAPE STRUCTURES CATALOG 2%	3-18-2024 BURKE 5%
B. Manufacturer/Catalog Name & % Discount	2024 BERLINER 3%	2024 RUBBER DESIGNS 5%	2024 SKYWAY SHADE CATALOG 2%	3-18-2024 LAPSET 5%
C. Manufacturer/Catalog Name & % Discount	2023 CRE8PLAY 3%		2024 AQUATIX CATALOG 2%	3-28-2024 GROUNDS FOR PLAY 5%
D. Manufacturer/Catalog Name & % Discount				3-18-2024 PERCUSSION PLAY 5%
E. Manufacturer/Catalog Name & % Discount				
F. Manufacturer/Catalog Name & % Discount				
G. Manufacturer/Catalog Name & % Discount				
H. Manufacturer/Catalog Name & % Discount				
I. Manufacturer/Catalog Name & % Discount				
J. Manufacturer/Catalog Name & % Discount				
K. Manufacturer/Catalog Name & % Discount				
L. Manufacturer/Catalog Name & % Discount				

<p>NON-EVALUATED TABULATION SHEET FOR BID # SDOC-24-B-094-ML PLAYGROUNG EQUIPMENT, SURFACING, INSTALLATION & REPAIR DATE/TIME: 3/20/2024 @ 2:00 PM READ BY: Melanie Lachmiller RECORDED BY: Melanie Lachmiller This "Tab Sheet" is the recorded tab from the bid opening. This is not the evaluated "Tab" sheet. The evaluated "Tab" sheet with award recommendation will be posted at a later date.</p>	<p>Playmore West, Inc. 10271 DEER RUN FARMS ROAD SUITE 1 FORT MYERS, FL 33966 Luke Russell Phoe:239.791.2400 luke@playmoreonline.com</p>	<p>Playspace Services 3127 Skyway Cir. Ste 101 Melbourne, FL 32934 Paul Bickham Phone: 321.775.0600 info@playspaceservices.com</p>	<p>Rep Services, Inc. 165 W Jessup Ave Longwood , FL 32750-4146 Nathan Almon Phone: 407. 831.9658 Fax: 407. 834.5366 sales@repervices.com nathan@repervices.com</p>	<p>TOPLINE RECREATION INC. 2922 HOWLAND BLVD SUITE # 4 DELTONA, FL 32725-2900 Phone:386.575.8359 Sonia Perkins/Debbie Lloyd soniap@toplinerec.com debbie@toplinerec.com</p>
<p>2. Installation of playground Equipment To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken, but before freight has been added). The firm, fixed percentage is _____%</p>	40%	35%	50%	55%
<p>3. Is your written factory certification for the installation of playground equipment attached?</p>	YES	YES	YES	YES
<p>4. If you are using a subcontractor for the installation of playground equipment list the Certified Installer's Company Name: Name:</p>	NO	NO	YES AL BOSGRAAF & SONS INC.	YES BUILDWORK
<p>5. Does your company provide repair service?</p>	YES \$200. PER HR WITH A \$3,200 MINIMUM	YES \$197.50	NO	YES \$375.00 PE.R HR PER. PERSON
<p>6. Rubber Mulch</p>				
<p>* Is price table attached</p>	YES	YES		YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES		YES
<p>7. Surfacing Products (Pour-In-Place)</p>	YES			
<p>* Is price table attached</p>	YES	YES	YES	YES
<p>** Is manufacturer's specification data sheet attached?</p>	YES	YES	YES	YES
<p>8. Have you submitted catalog(s), Flashdrive(s) or printed price sheet(s) to be considered as part of this bid? Failure to submit may disqualify your bid.</p>	YES	YES	YES	YES
<p>9. Minimum Order? If so, \$ _____</p>	YES- SURFACING \$8,000 Installation \$4,025 Repairs \$3,200	NO	YES \$50,000.00	NO
<p>10. List any Exclusions:</p>	rubber mulch freight not includedand can't be caculated until quantities & location are determined.			REPAIRS-MINIMUM 4 HOURS DAY AND PERSON



TRUST — the — EXPERTS

For over a decade, our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will insure that your project is completed to perfection, providing truly turnkey service, with every step of the process from planning and budgeting, through the installation being handled under one roof.



1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
2/17/2026	56169

Project Name
Segal Park



Customer / Bill To
City of Opa-Locka Adelina Gross 2299 NW 143 St Opa-locka, FL 33054

Ship To
City of Opa-Locka Adelina Gross 2299 NW 143 St Opa-locka, FL 33054



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to complete the following: 1. Removal of the existing play equipment 2. Installation of 1 play system & 1 triple fitness equipment station			
	PLAY EQUIPMENT			
WKP35-0006	Arch Glider	1	26,999.00	26,999.00
Shipping	Combined Shipping and Freight Charges	1	0.00	0.00
	Sub Total			26,999.00
	FITNESS EQUIPMENT			
25-PFT043	Country Skier: Royal Triple Station	1	5,159.00	5,159.00
Shipping	Combined Shipping and Freight Charges	1	0.00	0.00
	Sub Total			5,159.00
	RAW MATERIALS			
CC80	Concrete for Anchoring - Delivered Cost	89	8.40	747.60
	RENTALS, LABOR & INSTALLATION			
LBR	Labor and Installation	1	17,093.40	17,093.40

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:	\$49,999.00
Sales Tax: (7.5%)	\$0.00
Total:	<u>\$49,999.00</u>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.



The Play & Recreation Experts

Arch Glider Commercial Playground Structure

SKU: WKP35-006

Ages
5 to 12

Details

Use Zone: 42' x 38'
Capacity: 57



Call the Experts
1-800-573-7529

ProPlaygrounds.com



The Play & Recreation Experts

Royal Triple Station Country Skier

SKU: PFT043

Ages
13+

Details

Use Zone: 16' x 15'
Capacity: 3



Call the Experts
1-800-573-7529

ProPlaygrounds.com

Playground Equipment

- Over 200 commercial play units, plus endless customized design options, all IPEMA certified.
- Full line of accessory units including swing sets, spring riders, rope and rock climbers and more.
- Industry leading lifetime warranty and affordable pricing.
- Professionally installed by CPSI and CGC.



Shade Structures

- Large catalog of pre-designed units including hip and ridge shades, cantilever and umbrella shades.
- Broad design capability and customization to meet your shade needs, both standard and sails.
- 95% UV blocking, keeps people and equipment cool and protected.
- Compliant with FBC wind load requirements.

Surfacing Products

- Poured in place rubber surfacing for playgrounds, splash pads, entry ways, etc.
- Over 50 varieties of artificial turf for leisure, play, animal and sport applications.
- Eco friendly recycled rubber mulch for playground surfacing.
- Professional installation by certified installers.



Site Amenities and Dog Park

- Full catalog of benches and tables to meet your needs with custom colors, logos, finishes, etc.
- Trash receptacles, dog waste stations, grills, bike racks, bleachers and more, all customizable.
- Dog park accessories including obstacle courses, waste and watering stations, etc.
- Custom amenities, fire pits, ADA, etc.

Fitness and Athletic Equipment

- Selection of products for athletic needs including basketball, soccer and football goals.
- Outdoor fitness equipment for exercising, including cardiovascular and strength training products.
- Commercial grade products constructed with durable materials to ensure a lifetime of use.



SEGAL PARK - SHADE



ProPlaygrounds, The Play
and Recreation Experts
1-800-573-PLAY
www.proplaygrounds.com

PLAYGROUND EQUIPMENT

ARCH GLIDER PLAY SYSTEM

SKU: WKP35-0006
Quantity: 1
Use Zone: 42' 0" X 38' 0"
Age Group: 5 to 12 Years
Color: Primary



ROYAL TRIPLE STATION COUNTRY SKIER

SKU: PFT043
Quantity: 1
Use Zone: 16' 0" X 15' 0"
Age Group: 13+ Years



LAYOUT



DESIGN APPROVAL

By signing or initialing below, you agree that you have reviewed this drawing carefully and approve all elements depicted in this drawing which include the specific items themselves and their colors and placement as well as any surfacing depicted on this drawing including the type of surfacing, colors, placement, layout, square footage, etc. Deviations or requests for changes from this plan after products have been ordered and/or work has begun may result in additional charges, change orders and delays to your project.

APPROVED BY:

SIGNATURE / TITLE:

DATE:

PROJECT NAME:

SEGAL PARK - SHADE

ADDRESS:

2299 NW 143rd St,
Opa-locka, FL 33054

REVISION:

2

DRAWN BY: JB

DATE: 02.24.2026

SHEET 1 OF 1

Sponsored by: City Manager

RESOLUTION NO. 26-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROVISION OF ON-DEMAND TRANSPORTATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Citizens' Independent Transportation Trust (CITT) in Miami-Dade County oversees and audits the half-penny transportation surtax to ensure it is used effectively for transportation and transit improvements countywide; and

WHEREAS, the City has participated in the program since 2002 and receives twenty percent (20%) of surtax proceeds annually; and

WHEREAS, the City currently provides on-demand transportation services through a contract with Freebee, which operates Monday through Friday from 6:00 a.m. to 7:00 p.m. and Saturdays from 9:00 a.m. to 7:00 p.m.; and

WHEREAS, the CITT requires execution of an interlocal agreement to continue participation in the on-demand transportation program; and

WHEREAS, this Agreement may be renewed for up to two (5) five-year automatic option to renew under the same contract terms and conditions, upon mutual agreement by the County Mayor or designee and the City Manager or designee; and

WHEREAS, failure to execute the agreement would jeopardize fifty percent (50%) of the annual program funding provided through the CITT; and

WHEREAS, execution of the interlocal agreement does not create additional fiscal impact.

WHEREAS, the City Commission finds it in the best interest of the City and its residents to execute an Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A", for on-demand transportation services.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the City Manager to execute an Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A", for on-demand transportation services.

SECTION 3. 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, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. 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 _____ day of _____, 2026.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Santiago _____
Commissioner Ervin _____
Vice Mayor Kelley _____
Mayor Taylor _____



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

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	Sha'mecca Lawson		CM Signature:		
Commission Meeting Date:	03.11.2026		Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance
				X	
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading	
					2nd Reading
		X	Public Hearing: <i>(Enter X in the box)</i>	Yes	No
				X	X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i> See Financial Impact Section		Advertising Requirement: <i>(Enter X in the box)</i>	Yes	
					No
					X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization <input checked="" type="checkbox"/> Bus. & Economic Development <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name:	City Manager		Department:	Public Works	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO ENTER INTO A INTERLOCAL AGREEMENT WITH MIAMI DADE COUNTY FOR THE PROVISION OF ON-DEMAND SERVICES.

Staff Summary:

The Citizens' Independent Transportation Trust (CITT) is a 15-member volunteer body in Miami-Dade County established in 2002. The core focus of the CITT is to monitor, oversee, and audit the expenditure of the half-penny transportation surtax to ensure it is used effectively for transportation and transit improvements countywide.

Our City was one of the initial municipalities to join the program in 2002. Since that time, the City has received 20% of the overall surtax proceeds collected annually by the County. These funds have supported local transit mobility initiatives and various transportation improvement projects throughout the years.

The CITT has issued an interlocal agreement for the provision of on-demand transportation services. As a joint participant in the program offering on-demand service to residents, the City is required to execute this interlocal agreement with the County. The agreement establishes the legal and operational framework for delivering on-demand public transportation services and sets forth program guidelines to ensure compliance with applicable federal, state, and local regulations.

The City currently provides on-demand transportation services to residents and visitors through a contracted agreement with Freebee. The contractor is responsible for full operation and management of the service, including the provision of two assigned vehicles dedicated to the City, as well as access to additional ADA-compliant vehicles on an as-needed basis.

The service operates Monday through Friday from 6:00 AM to 7:00 PM and on Saturdays from 9:00 AM to 7:00 PM.

Financial Impact: The execution of this contract will not generate any financial impact; however, not signing it would jeopardize 50% of the annual cost that is funded by the CITT program.

Proposed Action:

Staff recommend the City Commission approve the execution of the interlocal agreement with Miami-Dade County for the provision of on-demand services.

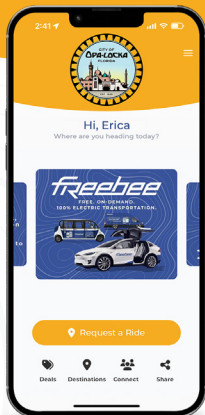
Attachment(s):

Freebee Service Area

Interlocal Agreement with Miami Dade County

Freebee

OPA-LOCKA



Download the
Freebee App



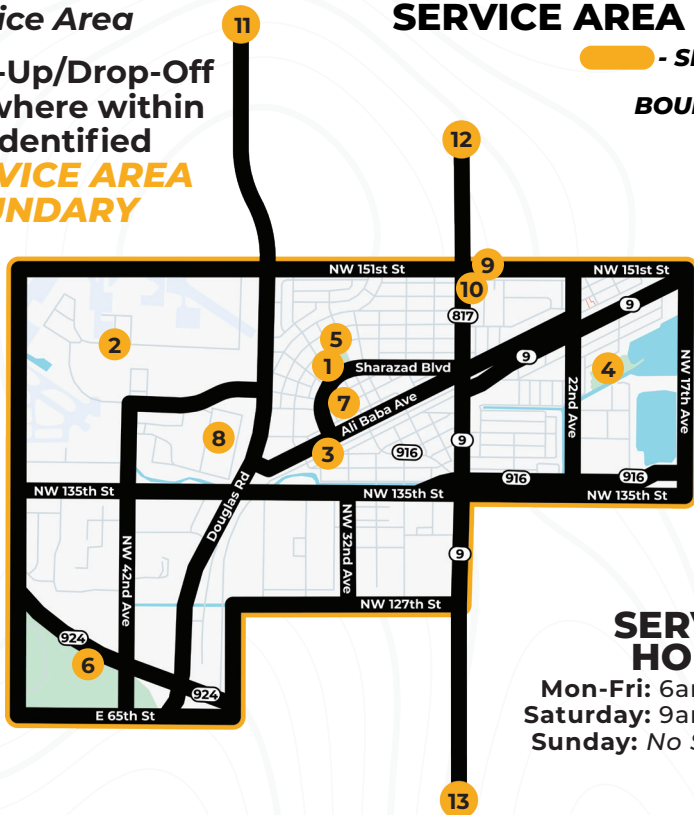
OPA-LOCKA

Service Area

Pick-Up/Drop-Off anywhere within the identified **SERVICE AREA BOUNDARY**

SERVICE AREA KEY:

- SERVICE AREA BOUNDARY



SERVICE HOURS:

Mon-Fri: 6am-7pm
Saturday: 9am-7pm
Sunday: No Service

POINTS OF INTEREST:

- | | |
|---|---|
| <ul style="list-style-type: none"> 1: Historical Opa-locka City Hall 2: Miami Opa-locka Executive Airport 3: Opa-locka Railway Station (<i>Tri-rail</i>) 4: Ingram Park 5: Sherbondy Park
& Village Community Center 6: Amelia Earhart Park 7: The ARC (<i>Arts & Recreation Center</i>) | <ul style="list-style-type: none"> 8: Amazon Mega Warehouse 9: Opa-locka Christian Academy 10: Jackson Community
Mental Health Center 11: Walmart 12: Walgreens 13: Miami Dade College - North Campus |
|---|---|



Interlocal Agreement Between
Miami-Dade County and City of Opa-locka
For the Provision of On-Demand Services

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and "City of Opa-locka", a municipal corporation of the State of Florida, hereinafter referred to as "the Municipality".

WITNESSETH:

WHEREAS, the Municipality wishes to enhance local mobility through the provision of locally operated On-demand public transportation services; and

WHEREAS, these services provide the Municipality with an opportunity to match the local travel needs of the residents while improving first and last-mile connectivity; and

WHEREAS, the provision of these services can help minimize the need for specialized transportation services by the County; and

WHEREAS, the proposed On-Demand service will complement the existing Miami-Dade Department of Transportation and Public Works (DTPW) bus routes and help increase the use of these regional services; and

WHEREAS, the Municipality has sponsored and is willing to provide an alternative form of supplemental public transportation throughout the Municipality and has secured and obligated the necessary funds to provide;

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Municipality agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "A.D.A." shall mean the Americans with Disabilities Act of 1990, as amended
- 1.2 "Contractor" shall mean any entity, public or private On-demand public transportation services as described in this Agreement under contract to the Municipality.
- 1.3 "On-demand" shall mean flexible routing with dynamic vehicle dispatching and the trip is no longer than five (5) miles in distance.
- 1.4 "The County" shall include Miami-Dade County, the Miami-Dade Department of Transportation and Public Works Miami-Dade. Consumer Services Department, and authorized representatives thereof.
- 1.5 "The Municipality" shall mean City of Opa-locka and authorized representatives thereof.
- 1.6 "FDOT" shall mean the Florida Department of Transportation and authorized representatives thereof.
- 1.7 "DTPW" shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.
- 1.8 "US DOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.
- 1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.10 "PTRD" shall refer to the Passenger Transportation Regulatory Division of DTPW.
- 1.11 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.12 "Fares" for the On-demand service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance. "On-demand" section 29-124 of the Code of Miami-Dade County provides that municipalities may fund On-demand transportation services as defined in the section 212.055(1) (e), Florida Statutes.
- 1.13 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-demand service to disabled individuals as mandated in the A.D.A..

- 1.14 “Park-and-Ride Facility” Shall mean parking lots, garages, or other structures where the public can park their vehicles and board public transit, which includes but is not limited to buses and rail.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Municipality and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of the On-demand service. The Municipality shall be responsible for requiring compliance of its employees, contractors, and agents with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW/PTRD. The Municipality shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the On-demand service under this Agreement, the Municipality and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the County Code. The Municipality and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Municipality or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide On-demand service shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by DTPW/PTRD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by DTPW/PTRD. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including A.D.A..
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur’s registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by DTPW/PTRD.

- 2.6 Proof of Compliance Prior to Operation. The Municipality and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the County Code, state statute or federal law prior to commencement of the On-demand service.
- 2.7 Purchase of Services/Sole Responsibility. The parties concur that this Agreement is a contract for the provision of On-demand service provided by the Municipality for the benefit of residents of the Municipality and of the County. Municipality employees, agents and contractors providing On-demand services shall be considered to be, at all times, solely employees, agents or contractors of the Municipality under its sole direction and not employees, agents or contractors of the County.
- 2.8 Compliance with A.D.A. The Municipality's On-demand service shall comply with all applicable requirements of the A.D.A.. The Municipality and the County recognize their joint obligation to provide STS in the area served by the Municipality's On-demand service. In fulfillment of the Municipality's obligation, the Municipality hereby allows the County to provide STS service at no cost to the Municipality. To the extent that any terms in the Agreement are in conflict with A.D.A., the requirements of the A.D.A. shall control.
- 2.9 Compliance with Procurement Requirements. The Municipality agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.10 County's Right to Submit Proposals and Bids. The County shall be notified and given the opportunity to bid upon any Requests for Proposals (RFP), Requests for Qualifications (RFQ), or requests for bids issued by the Municipality for provision of services pursuant to this Agreement.
- 2.11 Drug-free Workplace and Testing. In accordance with the County Code, the Municipality shall certify that it will have a drug-free workplace program. Further, the Municipality shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the Municipality shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the US DOT regulation, the requirements of the U.S. D.O.T. shall control.
- 2.12 Municipality Representative. The Municipality shall designate individual(s) to act as liaison to the County and notify the County thereof. The Municipality shall promptly notify the County of any changes.
- 2.13 County Representative. The County shall designate individual(s) to act as liaison to the Municipality and notify the Municipality thereof. The County shall promptly notify the Municipality of any changes.
- 2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the

signatures of the County Mayor or designee and the Mayor of the Municipality, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the County Code, may be approved by the County Mayor or designee and the Municipality Manager or their designees.

ARTICLE 3

ON-DEMAND SERVICE

- 3.1 Provision of On-demand Services. The Municipality shall provide On-demand service as contained in Exhibits 1 and 2 attached herein. Such service plan must be subject to public input and approval by DTPW prior to implementation. Public notices shall comply with Title VI requirements, per Section 8.3 of this Agreement.

In addition, the Municipality must notify the County under the following circumstances:

- 1) Prior to raising fares;
 - 2) If the Municipality decides to site or locate a vehicle storage facility, maintenance facility or operations center which requires land acquisition or the displacement of persons from their residences and businesses for which a National Environmental Policy Act (NEPA) process has not been completed (NOTE: A facility does not include bus shelters, transit stations or power substations);
 - 3) Prior to the submission of the Municipality's Title VI Plan, the Public Participation Plan must be reviewed and approved by the County's Office of Civil Rights and Labor Relations for the DTPW. The plan must include an outreach plan to engage the Municipality's pre-determine traditionally underserved community; or
 - 4) Prior to conducting either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for new projects.
- 3.2 Fares. The Municipality shall operate the On-demand service charging a fare in accordance with public transit fares established by the Municipality's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Municipality's legislative board enacts an Ordinance with an alternative fare structure.

If an alternate fare structure is enacted, the Municipality shall accept all DTPW passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand service without paying an additional fare.

- 3.3 Connection and Coordination with County Bus Routes. All Municipality On-demand services shall be designed to feed the regional transit service in the most efficient manner possible.

- 3.4 Operation of Routes in Their Entirety. The Municipality shall be responsible for ensuring that On-demand service is operated in its entirety with no deviation from the approved routes and schedules unless otherwise authorized by the County.
- 3.5 On-demand Service Information. The County shall provide information on the Municipality's On-demand service through DTPW's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.
- 3.6 Issuance of On-demand Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers maps and span of services provided by the Municipality to DTPW.
- 3.7 Route Modifications. Before any major service change, including the development of new On-demand services, service area changes greater than 25% (based on existing service area), or discontinuation of an On-demand service, the Municipality shall perform a technical analysis of proposed service areas and span of service schedules of the On-demand service. The proposed service shall not begin or discontinue operation without first obtaining successful review and approval of DTPW, Service Planning and Scheduling Division. The Municipality shall follow DTPW's Procedure for Establishment of App-Based On-demand Transit Service.
- 3.8 Use of Logo. The Municipality may wish to design a logo uniquely identifying its On-demand service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement.
- 3.9 Non-Interference and Non-Disturbance. The County and the Municipality hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing County Metrobus or Municipality On-demand in-service vehicles.
- 3.10 Miscellaneous. The Municipality or Municipality's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents BTS-BO-RP-001-07 and BTS-BO-RP 0002-07 (copies have been previously been provided to the Municipality).

ARTICLE 4

RECORDS AND REPORTS

4.1 Reporting Requirements. The Municipality shall collect or assure the collection of the following information (based on anonymized data):

- Number of completed rides
- Average journey time
- Average distance per ride
- Average utilization (passengers per vehicle hour)
- Ridership (Average weekday, Saturday and Sunday)
- Vehicle miles driven
- Vehicle hours driven
- No show rate
- Cancellation rate
- Average wait time
- Average percentage of on-time pick up requests
- Average percentage of requested rides completed
- Top pick-up and drop-off locations
- Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides.
- Percentage of bookings shared

Reports shall be submitted to the County on a quarterly basis. Additionally, the Municipality shall comply with any Federal and State reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in an aggregated format, including trends noticed. Quarterly reports shall be submitted to the County no later than the 15th day of January, April, July and October.

The Municipality shall meet or exceed DTPW's adopted service standards for On-demand transportation services.

4.2 Real Time Data. The Municipality agrees to provide to the County the real-time On-demand service route information in General On-Demand Format Specification, also known as GOFS-lite. This format is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third-party applications.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Municipality is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Municipality shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The Municipality shall collect and keep on file documentation of insurance of any and all private providers operating in the Municipality's On-demand service. In the event that the Municipality contracts with a private vendor for services,

the Municipality shall require contractor to meet the insurance requirements shown in **Figure 1**, as minimum. The Municipality shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of On-demand service operations.

Figure 1
Insurance Check List

3. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Commercial General liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability- \$ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.
4. Excess Liability- \$ _____ .00 per occurrence to follow the primary coverage.
5. The Municipality must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.
6. Other Insurance as indicated:

<input type="checkbox"/> Builders Risk completed value	\$ _____
<input type="checkbox"/> Liquor liability	\$ _____
<input type="checkbox"/> Fire legal liability	\$ _____
<input type="checkbox"/> Protection and indemnity	\$ _____
<input type="checkbox"/> Employee dishonesty bond	\$ _____
<input checked="" type="checkbox"/> Other blanket fidelity bond	<u>\$ 10,000.00</u>

7. Thirty days written cancellation notice required
8. Best's guide rating B+: VI or better, latest edition.
9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

- 6.1 The Municipality shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Municipality and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Municipality shall resolve 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 the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Municipality, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Municipality or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.3 In the event the Municipality contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Municipality, be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Municipality or their officers, employees, agents and instrumentalities may incur as a result of claims,

demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to 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 the County and Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Municipality shall require that the contract between and Municipality and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Municipality or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Municipality from any liability or claim arising out of the negligent performance of the County and the Municipality, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. Grant Matching Funds. The Municipality may, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Municipality, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Municipality for the On-demand service, or for expansion of the On-demand service, in future years.

It is the sole responsibility of the Municipality to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the On-demand services as required in this agreement.

- 7.2 In the event the County seeks federal or state funds and a condition of receipt of said funds is the provision of operating statistics for the National Transit Database, County may require Municipality to maintain and provide the necessary data. Municipality's Share of supplemental Federal Funding. Beginning with the first year in which the On-demand service's operating statistics are reflected in the National Transit Database, where those operating statistics result in new or supplemental funds are solely attributable to the On-demand service's properly reported operations, the County agrees to pay the Municipality its attributable share of federal formula funds received from US DOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Municipality from the County for the On-demand service, provided that the funds remitted to the Municipality herein shall be used for the expansion, enhancement or maintenance of the On-demand service program.
- 7.3 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Municipality, to provide substantially equivalent favorable terms to the Municipality as those provided in such other County/ Municipality Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Terms of Agreement. This Agreement shall commence upon approval of the County's Board of County Commissioners and the Municipality's legislative board and the execution by the County Mayor or designee and Mayor of the Municipality or designee and shall remain in force for five years thereafter. This Agreement may be renewed for up to two (5) five-year automatic option to renew under the same contract terms and conditions, upon mutual agreement by the County Mayor or designee and the City Manager or designee. All parties have the right to terminate (see 8.4 and 8.5).
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Municipality as set forth herein shall only be implemented after a legally noticed public hearing was held, the County and the Municipality have entered into a written agreement describing the changed services, and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Municipality and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement. The Municipality and its Contractor agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this route.

The Municipality shall guarantee adequate public engagement prior to establishing a new, modifying, or discontinuing an existing On-demand service. The following steps must be performed: 1) Advertise a notice of public hearing in English and Spanish; and 2) Conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the proposed service. The Municipality shall provide to the County proof of newspaper Ad, and meeting minutes or adopted resolution.

- 8.35 Americans with Disabilities Act (A.D.A.) Title II of 1990. The Municipality, and its Contractors shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Municipality and its contractors agree to comply with all parts of the A.D.A. Title II applicable to the operation of this route. Furthermore, the Municipality, prior to putting into place and operating this route, shall provide the following evidence to the County of compliance with Title II of the A.D.A. as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:
1. The name and contact information of the Municipality's A.D.A. Coordinator.
 2. Evidence of A.D.A. notice posted in an accessible format on the Municipality's website.
 3. The A.D.A. notice shall be comprised of the following:
 - a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample),
 - b. A.D.A. grievance procedure.

- c. An online contact form if applicable.
- d. Accessible contact information of the designated A.D.A. Coordinator, including phone number and email address.

- 8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when On-demand service operations are in violation of health and/or safety-related provisions of state statutes or the County Code, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.
- 8.5 Termination without Cause. The County or the Municipality may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Municipality terminates this Agreement with or without cause, the Municipality agrees to reimburse the County on a prorated basis for any financial assistance it has received for the On-demand service for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

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

FOR MUNICIPALITY

City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054
Attn: Public works Director
Phone: (305)953-2868

- 8.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.8 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.

8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF OPA-LOCKA
A Municipal Corporation of
the State of Florida

By: _____

By: _____
Sha'mecca Lawson, City Manager Date

ATTEST:

Miami-Dade County, a political
Subdivision of the State of Florida

JUAN FERNANDEZ-BARQUIN, CLERK

By Its Board of County
Commissioners

By: _____
DEPUTY CLERK

By: _____
Daniella Levine Cava Date
Miami-Dade County Mayor or Designee

Approved by County Attorney as
to form and legal sufficiency _____

Approved by City Attorney
as to form and legal sufficiency _____

Exhibit 1 (Service Area Map)

Exhibit 2 (Span of Service Schedule)

ORDINANCE NO. 26-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE V, SECTION 22-116 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING CERTAIN DEFINITIONS WITHIN SECTION 22-116, TO INCLUDE THE DEFINITION OF "TRAVEL TRAILER" TO REDUCE THE OVERALL BODY LENGTH FROM 40 FEET TO 35 FEET; TO AMEND THE DEFINITION OF "CAMPING TRAILER" TO REMOVE THE WORD "VEHICULAR" AND REQUIRE CAMPING TRAILERS TO BE LOADED ONTO OR AFFIXED TO WHEELS; TO REMOVE THE WORD "TRUCK" FROM "TRUCK CAMPER"; TO AMEND THE WORD "MOTOR HOME" TO REQUIRE A "BUILT ON" REQUIREMENT TO MOTOR VEHICLE CHASSIS; TO AMEND THE DEFINITION OF "SCREENED" TO ADD THE WORDS "THE CONDITION OF BEING" AND EXPAND THE DEFINITION OF SIGNIFICANTLY HIDDEN FROM VIEW TO ENCOMPASS A COMBINATION OF STRUCTURES; TO DELETE "RESIDENTIAL TOWNHOUSE DISTRICT", "MODERATE DENSITY RESIDENTIAL DISTRICT", "HIGH DENSITY RESIDENTIAL DISTRICT" AND CERTAIN RESIDENTIAL MIXED USE DESIGNATIONS BEARING THE PREFIX HDOD; CMU; AND MNMU; TO DELETE THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING AND STORAGE IS PROHIBITED BUT REQUIRES A REGISTRATION PROCESS AND FEE OF \$100.00 WITH AN ACCOMPANYING AFFIDAVIT THAT THE VEHICLE WILL NOT BE USED FOR OCCUPANCY; REQUIRING ALL RECREATIONAL VEHICLES TO DISPLAY CURRENT CITY REGISTRATION TO BE VISIBLE FROM THE STREET; ALLOWING A RECREATIONAL VEHICLE NOT EXCEEDING 35 FEET IN LENGTH TO BE PARKED IN A SIDE YARD NOT CLOSER THAN 3 FEET FROM THE RESIDENCE WITH ALL EXPANDED PANELS RETRACTED; REQUIRING RECREATIONAL VEHICLES TO BE UNOBSTRUCTED, MOUNTED ON WHEELS AND EASILY MOVABLE; PROHIBITING RECREATIONAL VEHICLES PARKED ON RESIDENTIAL PROPERTY FROM BEING USED FOR LIVING, SLEEPING, COOKING OR STORAGE; ALLOWING NO MORE THAN ONE RECREATIONAL VEHICLE ON

SINGLE FAMILY OR DUPLEX PROPERTY; REQUIRING THE RECREATIONAL VEHICLE OWNER TO HOLD A VALID LEASE AGREEMENT WITH THE PROPERTY OWNER; PROHIBITING UTILITY CONNECTIONS EXCEPT THROUGH AN EXTENSION CORD FOR BRIEF MAINTENANCE RELATED ACTIVITIES NOT TO EXCEED 24 HOURS; PROHIBITING PARKING ON TOWNHOUSE AND MULTIFAMILY PROPERTIES; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO DECREASE THE CIVIL PENALTY FOR NONCOMPLIANCE FINE AMOUNT FROM \$500.00 TO \$250.00 FOR THE FIRST OFFENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, addresses the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend the City's land development regulations pertaining to recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles and Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances related to penalties.

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

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

Section 2. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended and shall read:

Sec. 22-116 Recreational Vehicles.

(a) Definitions

(1) "travel trailer," ~~which is a vehicular portable unit, mounted on wheels and of such a size or weight as not to require special highway movement~~

~~permits~~ ~~when drawn by a motorized vehicle.~~ It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8 1/2 feet and ~~an~~ a maximum overall body length of no more than 40 35 feet. ~~when factory-equipped for the road.~~

(2) "camping trailer," ~~which is a vehicular~~ portable unit designed to be loaded onto, affixed to, mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel uses.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," ~~which is a self-propelled~~ vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, ~~is a self-propelled~~ and is built on a self-propelled motor vehicle chassis, and is primarily designed ~~to provide for~~ temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," ~~which is a vehicular~~ unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means the condition of being significantly hidden from view from grade level by a combination of structures or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

(8) Residential Zoned Property include any of the following:

i. Single-Family Residential district. Any zoning use district bearing the prefix R-1 or R-2.

ii. Two-Family Residential district. Any zoning use district bearing the prefix R-2.

- ~~iii. Residential Townhouse district. Any zoning use district bearing the prefix R-TH~~
- ~~iv. Moderate Density Residential district. Any zoning use district bearing the prefix R-3.~~
- ~~v. High Density Residential district. Any zoning use district bearing the prefix R-4~~
- ~~— Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.~~

(b) Recreational Vehicle Storage Requirements

- (1) ~~Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended. Recreational vehicle owner must register their vehicle annually with the City for a \$100.00 fee and provide an affidavit affirming that the vehicle will not be used for occupancy and will otherwise comply with provisions outlined within the City of Opa-locka's Code of Ordinances.~~
- (2) All recreational vehicles shall display current City registration to be visible from the street. Immediately following the passage of the ordinance from which this section is derived, the city shall use best efforts to engage in a public information campaign to educate residents on the requirements of this section. The public information campaign shall take place up until one hundred eighty (180) ninety (90) days after passage of the ordinance from which this section is derived to address removal of recreational vehicles from properties zoned residential.

~~Any person owning a recreational vehicle that is occupying real property zoned residential within the city as of the passage of the ordinance from which this section is derived, will have up to one hundred eighty one (181) days to remove the recreational vehicle from the city. After the one hundred eighty day public information campaign all violations will be subject to code enforcement action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have thirty (30) days to cure the violation, i.e., removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.~~

A recreational vehicle, not exceeding 35 feet in length, may be parked in a side yard on an improved driveway, not closer than three feet from the residence with all expanding panels retracted as if the vehicle is in travel mode and meet the following criteria:

- a. Shall be fully visible and unobstructed.
- b. Shall be mounted on wheels and remain easily moveable.
- c. Parked recreational vehicles shall not be used for living, sleeping, cooking, or storage.
- d. Residential vehicles not owned by the property owner shall have a valid lease agreement with the property owner where the vehicle is located. The lease agreement shall be submitted with the Recreational Vehicle registration package.
- e. No property owner shall park, or allow to be parked, more than one recreational vehicle on any residential single-family or duplex property.
- f. Recreational vehicles shall not be connected to water, sewer, or electrical lines while parked on residential property. Utility connections for brief maintenance related activities are permitted with the use of an extension cord not to exceed 24 hours. The City reserves the right to suspend water and sewer service after proper notice. The parking of recreational vehicles is prohibited on townhouse or multi-family development properties.

(3) Violations & Penalties

- a. Violations of this section shall result in fines, penalties, or enforcement actions which shall be the responsibility of the property owner.
- b. Fines shall be imposed as follows:
 - a) Illegal placement/storage/parking: \$500 \$250 first offense, \$500 for each additional offense thereafter.
 - b) Illegal utility connection: \$500 \$250 first offense, \$500 for each additional offense thereafter.
 - c) Illegal use for living space: \$500 \$250 first offense, \$500 for each additional offense thereafter.
 - d) Non-registration: \$500 \$250 first offense, \$500 for each additional offense thereafter.
- c. Additional Remedies: The City may pursue further enforcement, including abatement of nuisances, injunctive relief, permit revocation, and administrative adjudication.

~~(1) Enforcement of the Code. Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City~~

~~based on noncompliance with the current requirements of the City Code.~~

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances table section 106 is hereby amended to establish additional fees and shall read for 106 as follows:

106. Recreational Vehicle Parking

Code Section	Description of Violation	Civil Penalty
<u>3-1</u>	Erecting, constructing, posting, etc., of a sign without a permit	\$200.00
<u>3-2</u>	Failure to obtain required sign inspection approval	200.00
<u>5-1</u>	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
<u>5-18</u>	Keeping vicious and howling dogs	500.00
<u>7-3</u>	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00
<u>7-9</u>	Duty to clean site:	
	Failure to remove debris, equipment, materials or sheds	200.00

Code Section	Description of Violation	Civil Penalty
9	Excavations and fillings:	
	Illegal excavation	500.00
<u>10-5</u>	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
<u>11-5</u>	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
<u>11-7</u>	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
<u>11-10</u>	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00
<u>11-14</u>	Curbside placement; emergency; improvement of collection procedure; conditions:	

Code Section	Description of Violation	Civil Penalty
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
<u>13-2</u>	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	
<u>14-1</u>	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	
	Trash, debris, refuse, or garbage on premises	100.00

Code Section	Description of Violation	Civil Penalty
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
<u>15</u>	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
<u>15-137</u>	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00
	Each additional offense	500.00
<u>20</u>	Trailers	
<u>20-2</u>	Parking prohibited except in trailer park:	

Code Section	Description of Violation	Civil Penalty
106	Illegal placement or storage or parking of a recreational vehicle	500.00 <u>beyond first offense.</u>
	<u>Illegal placement / storage / parking: \$250.00 first offense. \$500.00 for each additional offense.</u> <u>Illegal Utility Connection. \$250.00 first offense. \$500.00 for each additional offense.</u> <u>Illegal Use for Living Space: \$250.00 first offense. \$500.00 for each additional offense.</u> <u>Non-Registration: \$250.00 first offense. \$500.00 for each additional offense.</u>	<u>250.00 First Offense</u> <u>500.00 each additional</u>

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this ____ day of _____, 2026.

PASSED SECOND READING this ____ day of _____, 2026.

John H. Taylor, 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 Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice-Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____



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

Department Director:	Gregory D. Gay		Department Director Signature:			
City Manager:	Shamecca Lawson		CM Signature			
Commission Meeting Date:	February 11, 2026		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other
					X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
		X		X	X	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
				X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
	See Financial Impact section below			X		
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
	X					
Sponsor Name	Commissioner Santiago		Department:	City Commission		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER VII, ARTICLE 1 SECTION 7-6 AND THE LAND DEVELOPMENT REGULATIONS, ARTICLE V, SECTION 22-116 AND ORDINANCE NO. 2024-11 PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING PARKING RECREATIONAL VEHICLES AND COMMERCIAL VEHICLES ON PROPERTY ZONED RESIDENTIAL SINGLE-FAMILY AND DUPLEX; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City Commission adopted Ordinance 2024-11, legislation that prohibited the parking and or storage of Recreational Vehicles on Residential zoned property in the City of Opa-locka. After engaging in a public information campaign to educate the residents at a workshop held on August 27, 2024, and another workshop held on September 15, 2025, the City Commission has reconsidered and desires to establish a registration program and provide standards governing the parking and storage of recreational vehicles on certain residential zoned properties. The City Commission is also providing standards for the parking of recreational vehicles, which does not include occupancy or any other life-sustaining activities inside the recreational vehicles. On December 11, 2025, a final workshop was held to gather any additional comment from residents and address the lawful RV parking and/or registration of recreational vehicles, and to discuss fines and penalties for non-compliance.

The City Commission desires to provide additional definitions and provide registration fees and establish fines and penalties for non-compliant violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to permit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage" and the City Code Chapter VII, Article 1, Section 7-6.

Financial Impact- There is no negative financial impact from the approval of this legislation.

Proposed Action:

Planning and Community Development staff recommends approval of this amendment.

Attachment:

- Draft Ordinance Amendment
- Ordinance 2024-11
- City LDR Section 22-116
- Workshop Summary 9-15-25
- Workshop Summary DRAFT and Agenda 12-11-25
- PowerPoint Presentation

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, Ordinance 15-31 address the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to prohibit the storage of recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles.

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

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

Section 2. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-116, as set forth below, and shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-116 Recreational Vehicles.

1. Definitions

(1) "travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits

when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8-1/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.

(2) "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

- (8) Residential Zoned Property include any of the following:
- Single-Family Residential district. Any zoning use district bearing the prefix R-1.
 - Two-Family Residential district. Any zoning use district bearing the prefix R-2.
 - Residential Townhouse district. Any zoning use district bearing the prefix R-TH
 - Moderate Density Residential district. Any zoning use district bearing the prefix R-3

High Density Residential district. Any zoning use district bearing the prefix R-4
Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.

2. Recreational Vehicle Storage

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

(1) Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place up to 90 days after passage to address removal of recreational vehicles from properties zoned residential.

Any person owning a recreational vehicle that is occupying real property zoned residential within the City as of the passage of this Ordinance, will have up to 90 days to remove the recreational vehicle from the City. After the 90-day public information campaign all violations will be subject to Code Enforcement Action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have 30 days to cure the violation, i.e. removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.

(3) *Enforcement of the Code.* Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka’s Code of Ordinances is hereby amended to add new number 106 to establish a fees concerning recreational vehicle storage violations and shall read:

106. Recreational Vehicle Parking \$500.00

Section 4. Article XI, Division 10, Subdivision 2, Section 2-570.33 of the City of Opa-Locka’s Code of Ordinances is hereby amended to establish a civil penalty for noncompliance for failure to register recreational vehicles as set forth below:

Code Section	Description of Violation	Civil Penalty
<u>3-1</u>	Erecting, constructing, posting, etc., of a sign without a permit	\$200.00
<u>3-2</u>	Failure to obtain required sign inspection approval	200.00
<u>5-1</u>	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
<u>5-18</u>	Keeping vicious and howling dogs	500.00
<u>7-3</u>	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00
<u>7-9</u>	Duty to clean site:	

Code Section	Description of Violation	Civil Penalty
	Failure to remove debris, equipment, materials or sheds	200.00
9	Excavations and fillings:	
	Illegal excavation	500.00
<u>10-5</u>	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
<u>11-5</u>	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
<u>11-7</u>	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
<u>11-10</u>	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00

Code Section	Description of Violation	Civil Penalty
<u>11-14</u>	Curbside placement; emergency; improvement of collection procedure; conditions:	
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
<u>13-2</u>	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	
<u>14-1</u>	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	

Code Section	Description of Violation	Civil Penalty
	Trash, debris, refuse, or garbage on premises	100.00
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
<u>15</u>	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
<u>15-137</u>	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00
	Each additional offense	500.00
<u>20</u>	Trailers	

Code Section	Description of Violation	Civil Penalty
<u>20-2</u>	Parking prohibited except in trailer park:	
106	Illegal placement or storage or parking of a recreational vehicle	500.00

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

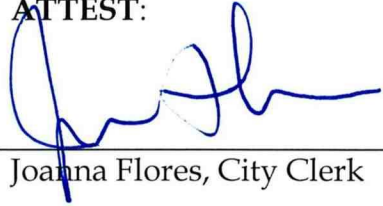
PASSED FIRST READING this 18th day of March 2024.

PASSED SECOND READING this 10th day of April 2024.



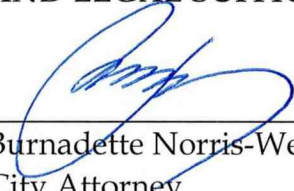
John H. Taylor Jr., Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Williams

VOTE:	4-0
Commissioner Bass	YES
Commissioner Kelley	ABSENT
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES



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

Department Director:	Gregory D. Gay		Department Director Signature:				
City Manager:	Darvin E. Williams		CM Signature				
Commission Meeting Date:	March 13, 2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
	See Financial Impact section below			X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Commissioner Williams		Department: Planning & Community Development	Commissioner Williams			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The current Land Development Regulations, Ordinance 15-31, Section 22-16 address the general storage of recreational vehicles on residential zoned property subject to the conditions listed in Section 22-116. The City Commission desires to remove legislation to permit parking and storage of

recreational vehicles on property zoned residential and to provide definitions and provide progressive fees to be assessed for violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to prohibit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage".

Financial Impact

Account	Description	Available	Project	Remaining Balance

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this text amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-

Sec. 22-116. ~~Recreational Vehicle Storage~~

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

Parking of recreational vehicles on property zoned residential.

- (a) A recreational vehicle not exceeding 33 feet in length, will be allowed to park in either the side yard of property zoned residential on an improved driveway only; provided that such recreational vehicle is parked no closer that three feet from the side property lines.

- (b) A recreational vehicle not exceeding 24 25 feet in length will be allowed to park in the front yard of property zoned residential only when sufficient vehicular parking is available; provided that such recreational vehicle is parked no closer than 3 feet from the front or side property lines and is parked perpendicular to the right of way on an improved driveway. (without violating lot coverage percentage)

- (c) At all times, a recreational vehicle shall have current license plates and registration that are clearly visible from the street. The owner of the recreational vehicle shall register the vehicle with the City and shall furnish to the City an affidavit indicating the recreational vehicle shall not be offered for occupancy as described in paragraph (d) of this Section.(Below)

(d) A recreational vehicle, while parked on property zoned residential shall not be offered for occupancy or use by the owner or tenant or any third parties or occupied or used for living, sleeping, cooking or any other life-sustaining activities or for storage purposes by the owner, tenant, person in possession, or to any third party who is not the owner or tenant of the residence at which the recreational vehicle is parked. For purposes of this Code Section, tenant or person in possession occupying the property must have a current valid lease or rental agreement with the property owner of the residential property which is to be promptly made available to the City.

(a.) A property owner, tenant or person in possession or control of the property shall provide access to the property, upon request, for the city inspector to conduct an inspection to determine the location of a parked recreational vehicle and compliance with this legislation. Failure to provide access for an on-site inspection, upon reasonable notice, is a violation of this section and subject to immediate removal of the Recreational Vehicle from the property.

(f) No property owner shall park, or allow to be parked, more than one recreational vehicle on a property zoned residential.

(g) Recreational vehicles shall not be connected to water and/or sewer lines. The City shall reserve the right to cancel or pause water and sewer service to the property, after notice is afforded as prescribed by applicable Florida Law(s), if a violation of this paragraph is found.

4. Parking of commercial vehicles, recreational vehicles, boats or vessels shall be prohibited on property developed as townhouse, or multi-family.

A first violation of this Section shall be a warning with the violator having (the number of days as per City Code) 60-days to fully correct the violation.

If the violation remains after 60 days, (as per City Code) fines may be imposed pursuant to Section ____ of the City Code.

CITY OF OPA-LOCKA RECREATIONAL VEHICLE ORDINANCE



PCD STAFF

December 11, 2025



Purpose and Intent

2

City leadership intends to:

- Beautify the City.
- Maintain a positive image for residential properties.
- Maintain the integrity of residential neighborhoods.
- Conserve and increase taxable value.
- Promote public safety.
- Reduce unauthorized strain on sewer, water, and electrical systems.
- Reduce financial burden on residents for system upgrades.



Recreational Vehicles-Definitions

3

- ❖ Travel Trailer-a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle.
- ❖ Camping Trailer-a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.
- ❖ Truck Camper-a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.



Recreational Vehicles-Definitions cont'd

4

- ❖ Motor Home-a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.
- ❖ Van Conversion-a vehicular unit which does not exceed the length and width limitations provided in s. 315.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.
- ❖ Fifth-Wheel Trailer-a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axel.



Recreational Vehicles-Definitions cont'd

5

- ❖ Screened-means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.
- ❖ An RV should be FULLY VISIBLE and should not be screened from view.
- ❖ Residential Zoned Property-where an RV will be permitted include:
 - ❖ Single-Family Residential district. Any zoning use district bearing the prefix R-1.
 - ❖ Two-Family Residential district. Any zoning use district bearing the prefix R-2.



Introduction/History

6

The City Zoning Code is a Fluid Document

- ❑ Ordinance 15-31, Section 22-116 addressed the general storage of a Recreational Vehicle, of a certain length and width, on single-family or duplex zoned property.
- ❑ This legislation was adopted on October 28, 2015.
- ❑ In recent years there has been a major increase in Recreational Vehicles in Opa-locka without compliance with the Zoning Code.
- ❑ On April 10th, 2024, the City Commission adopted Ordinance 2024-11 and amended Section 22-116 to prohibit the storage of Recreational Vehicles on residential zoned properties.



Introduction/History

7

The City Zoning Code is a Fluid Document

- ❑ On August 27, 2024, a workshop was held with the residents and property owners concerning Ordinance 2024-11 which prohibited parking and storage of Recreational vehicles.
- ❑ As a consequence of the workshop, the City Commission desires a reasonable amendment to Ordinance 2024-11.



Community Concerns at Workshop

- Residential Feedback if RV parking is allowed:
 - ▣ Financial Burden for Homeowners – possible depreciation of property value.
 - ▣ Concerns - turning neighborhoods into trailer parks.

Recreational Vehicles

9





Support and Opposition

10

- New Amendment Opposition:
 - Homeowners concerned about property values being reduced and neighborhood aesthetics.
 - City Officials tasked with the effective management of resources, water, sewer, and electricity.
 - That Owners allow Multiple RV's on their property
 - Additional parking needed for RV tenants

- New Amendment Supporters:
 - Resident's RV can be parked on their property and not incur additional monthly parking rental expense.
 - RV's will not be used for rental income – No new parking challenges



Amend Ordinance 2024-11

11

The following conditions are required:

- **Amendment to permit RV parking in R-1 & R-2 Dist.:**
 1. Allow one recreational vehicle **not exceeding 35 feet in length** may be parked in a **side yard** on an improved driveway, or paved surface no closer than **three feet** from the side property lines, provided sufficient parking is available and lot coverage limits are not exceeded.
 2. Recreational Vehicle must be fully visible, unobstructed and must remain mounted on tires.
 3. All recreational vehicles must display DMV **current registration and license plates** visible from the street.
 4. Recreational vehicle owners must register their vehicle **annually** with the City for a **\$150 fee** and provide an affidavit affirming the vehicle will **not be used for occupancy** and will comply with all provisions outlined in the Ordinance.
- **Occupancy Prohibition & Utility Restrictions**
 5. Recreational vehicles parked on residential property are prohibited from being used for occupancy, living, sleeping, cooking, or storage.
 6. A tenant or occupant must hold a **valid lease** or rental agreement with the property owner, available to the City upon request.
 7. Violations may result in **finances, penalties, or enforcement actions** as prescribed in the municipal code.



Amend Ordinance 2024-11

12

“The following conditions are required” Cont’d:

□ **Inspection & Enforcement**

- Upon request, property owners must provide access for **City inspections** to verify compliance. Failure to provide access may result in **immediate removal** of the recreational vehicle **at the owner’s expense**.
- No property owner shall park, or allow to be parked, **more than one** recreational vehicle on residential property.
- **Utility connections prohibited:** Recreational vehicles **shall not** be connected to **water, sewer, or electrical lines**. If violations are found, the City reserves the right to **suspend** water and sewer service after notice per **Florida law**.

□ **Parking Restrictions for Townhouse & Multi-Family Properties**

- Parking of **recreational vehicles**, is **prohibited** on **townhouse or multi-family developments**.



Amend Ordinance 2024-11

13

“The following conditions are required” Cont’d:

❑ **Violations & Penalties**

- ❑ **(a) Warning Period:** First-time violators will receive a **warning** and must correct the violation within **7-30 days**.
- ❑ **Fines & Enforcement:** If uncorrected, fines may be imposed per the **City Code**:
 - ❑ **Illegal placement/storage/parking: \$500**
 - ❑ **Illegal utility connection: \$500**
 - ❑ **Illegal use for living space: \$500**
 - ❑ **Non-registration: \$500**
- ❑ **Additional Remedies:** The City may pursue further enforcement, including **abatement of nuisances, injunctive relief, permit revocation, and administrative adjudication.**



Implementation Plan

14

□ Steps:

Public awareness campaign.

Workshops:

1 August 27, 2025

2 September 15, 2025

3 December 11, 2025

▣ Enforcement strategy.

1 Amendment 1st Reading January 2026

2 Amendment 2nd Reading February 2026

▣ Support programs for affected residents.



Conclusion and Q & A

15

- Ordinance 2024-11
 - ▣ Banned the parking and or storage of recreational vehicles on residential property;
 - ▣ The amendment will permit storage, require RV registration, prohibits living in the unit, prohibit connection to city utilities and gives penalties for violations of this legislation to live in the RV.
 - ▣ Provides for fines for violations.

Recreational Vehicles

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CITY OF OPA-LOCKA RECREATIONAL VEHICLE ORDINANCE



December 11, 2025

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

PUBLIC WORKSHOP – RECREATIONAL VEHICLES
Monday, September 15, 2025
6:00 PM

1. WELCOME AND INTRODUCTIONS:

Mayor John H. Taylor, Jr. called the public workshop to order at 6:06 PM on Monday, September 15, 2025, at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

The following members of the City Commission were present: Mayor John H. Taylor, Jr.; Vice Mayor Joseph L. Kelley; Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Commissioner Dr. Sherelean Bass.

2. PRESENTATION BY CITY STAFF:

a. Summary of existing regulations related to Recreational Vehicles / Proposed Changes

Commissioner Santiago welcomed attendees in English and Spanish, noting the purpose of the meeting was to review regulations related to recreational vehicles (RVs) and hear community input. He introduced Planning Director Gregory Gay, Zoning Official Gerald Lee, and Economic Development Specialist Sol Bankole, who would present proposed amendments.

Mr. Gay explained the background of RV regulations, noting an ordinance adopted in April 2024 prohibited RV parking on residential property. He stated the purpose of the workshop was to review opportunities to amend the ordinance to better balance community needs with neighborhood integrity.

Mr. Lee presented definitions of recreational vehicles, including travel trailers, camping trailers, truck campers, motor homes, van conversions, and fifth-wheel trailers. He explained prior code required RVs to be screened from street view, but proposed amendments would allow visible parking on residential lots under new conditions.

Proposed amendments included:

- Allowing one RV per single-family (R-1) or duplex (R-2) property.
- RVs must be parked on an improved driveway or paved surface, at least three feet from side property lines, not exceeding 30 feet in length.
- RVs must remain on tires, fully visible, and display valid DMV registration and license plates.
- Owners must register the RV annually with the City at a fee of \$150 and submit an affidavit affirming it will not be occupied.
- Occupancy, sleeping, cooking, and storage in RVs were prohibited.

- RVs could not connect to water, sewer, or electrical utilities.
- Property owners must allow inspection access; failure could result in immediate removal of the RV at the owner's expense.

Mr. Lee added that violations could result in fines: \$500 for illegal parking/storage, \$500 for unauthorized utility connections, and \$500 for illegal use as living space. First-time offenders would receive a warning and 7–30 days to correct violations.

Mr. Gay clarified that inspections would confirm proper placement, no utility connections, and current DMV registration. A decal would be issued upon approval. The inspection fee was included in the \$150 registration. Staff noted the fee may be waived during an initial 30–45-day education period following adoption.

3. PUBLIC ENGAGEMENT:

Manny Cruz opposed the \$150 annual fee, noting state trailer registration costs only \$38.50. He suggested temporary permits for visiting RVs. Staff acknowledged his concerns and said temporary parking would be considered.

Sarah Allen, 600 Sharar Avenue, asked about RVs parked at businesses or churches. Staff explained the proposed amendments only addressed single-family and duplex properties, not commercial or industrial areas. Commissioners noted business concerns could be considered before adoption.

Lori Novell, 1840 Opa-locka Boulevard, asked about inspection. Mr. Gay responded that a compliance report and decal would be issued annually.

Luis Gálvez supported inspections of vehicles but objected to granting inspectors access to his property. Commissioners referred the question to the City Attorney for clarification. Mr. Gay emphasized residents should not use RVs for permanent living.

The City Commission recessed at approximately 7:14 PM.

The City Commission reconvened at approximately 7:26 PM.

Suleimi Correa asked what to do if her RV was parked on dirt rather than pavement. Staff stated proposed amendments would require a paved or improved surface, which was not previously addressed.

Mayor Taylor encouraged anyone not able to ask their questions to submit them via writing at the back of the room.

Mayor Taylor emphasized that nothing was final at this stage. He explained that recreational vehicles were currently banned in the City of Opa-locka but noted that the prohibition was not being enforced. He clarified that the ordinance was being amended based on the feedback and

suggestions received and would be brought back to the City Commission for further consideration.

Mayor Taylor stated that residents would be notified when the ordinance returned for City Commission consideration so that the discussion could continue at the appropriate time during a regular meeting.

Commissioner Ervin stated she would not support eliminating the registration fee but invited discussion on a reasonable amount. She emphasized the need for inspections to prevent illegal occupancy and utility connections.

Vice Mayor Kelley thanked residents for attending and sharing concerns. He stated the Commission paused enforcement of the ordinance so the issue could be addressed properly and commended Commissioner Santiago and Mayor Taylor for holding the workshop. He noted the \$500 fine was not enforced to allow the community to be heard.

Commissioner Santiago thanked residents for their participation, emphasizing unity between the community, City Commission, City Manager, and staff.

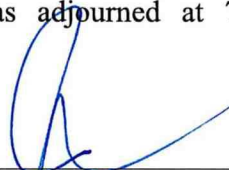
4. NEXT STEPS:

5. CLOSING REMARKS:

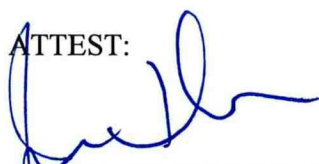
Mayor Taylor concluded by thanking attendees, reaffirming the City was not yet enforcing the ordinance, and encouraging residents to continue providing feedback. He stated staff would remain available for private questions after adjournment.

6. ADJOURNMENT:

There being no further business, the public workshop was adjourned at 7:38 PM.



John H. Taylor, Jr.
Mayor

ATTEST:


Joanna Flores
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CITY COMMISSION WORKSHOP
Thursday, December 11, 2025
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor, Jr. called the workshop to order at 6:07 PM on Thursday, December 11, 2025, at the Opa-locka Government Center Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Natasha L. Ervin; Commissioner Luis B. Santiago; and Mayor John H. Taylor, Jr. Also in attendance were City Manager Sha'mecca Lawson, and City Clerk Joanna Flores. Commissioner Dr. Sherelean Bass arrived at 6:36 PM.

3. PRESENTATION BY CITY STAFF:

The workshop was conducted bilingually, with remarks delivered in English and translated into Spanish throughout.

Mayor Taylor explained that the purpose of the workshop was to review the City’s recreational vehicle ordinance, outline existing regulations, present proposed amendments, and receive resident feedback on changes developed in response to prior community input.

Commissioner Santiago stated that the workshop was intended to resolve outstanding concerns before the ordinance proceeded to formal readings.

Planning and Development Director Gregory Gay outlined the goals of the proposed amendments, including protecting neighborhood character, property values, public safety, and infrastructure. He reviewed the recreational vehicle types addressed by the ordinance. He explained that the amendments would allow one recreational vehicle on single-family (R-1) and duplex (R-2) properties, subject to conditions. The vehicle could not exceed thirty-five feet in length and would be required to park on an improved surface, remain visible, mounted on wheels, display current registration, and be registered annually with the City for a proposed \$50 fee. Owners would be required to submit a sworn affidavit confirming compliance and non-habitation.

Director Gay stated that recreational vehicles would be prohibited from use as living space and from connections to utilities. Only one recreational vehicle would be permitted per residential property, and recreational vehicles would remain prohibited in multifamily developments. Violations could result in code enforcement actions, including fines.

Director Gay reviewed enforcement procedures, stating that property owners would receive a warning period of approximately seven to thirty days, followed by fines for continued violations. Inspections would occur annually upon registration or in response to complaints or observed violations.

Mayor Taylor departed the workshop.

Commissioner Bass joined the dais at approximately 6:48 PM.

Commissioner Ervin raised concerns regarding cumulative fines and repeat offenders and asked whether payment options would be available. City Manager Lawson stated that violations would be addressed through code enforcement, with the opportunity to appear before a Special Magistrate. Commissioner Ervin requested a plan and process for repeat offenders.

Commissioner Santiago stated that the ordinance sought to balance property rights with neighborhood protections and acknowledged resident concerns regarding affidavits, inspections, fees, and utility restrictions.

Public comment was opened.

Haydel Neyra, 1060 Sultan Avenue, questioned why recreational vehicles would be permitted to park in front yards while boats were allowed greater flexibility. He stated that recreational vehicles were more visually intrusive when parked in front of homes and objected to the requirement for a sworn affidavit, stating that it pressured homeowners to self-incriminate. He opposed utility shutoffs as an enforcement tool and raised concerns regarding inspections and entry onto private property.

Luis Gálvez, 1206 Wilmington Street, stated concern regarding inspections of private property and described the home as a private space. Mr. Gálvez disputed claims that recreational vehicles reduced property values and stated that values in the area had increased. He expressed support for law and order but urged the City Commission to continue refining the ordinance prior to adoption.

Director Gay addressed questions regarding inspections and code compliance. He stated that recreational vehicle inspections would not occur routinely, but would take place annually upon registration or in response to verified complaints or observed violations. He explained that inspections would be conducted by the City's Code Compliance Division.

Code Compliance Supervisor Wilma Wilcox further clarified that an initial inspection would occur when a recreational vehicle was registered with the city. Additional inspections would occur only if a complaint was received or if code compliance officers observed a violation during routine patrols, including indications of occupancy or utility connections. Staff emphasized that inspections were complaint-driven or observation-based and not conducted on a recurring monthly basis.

Guillermina Gomez requested clarification regarding the maximum allowable recreational vehicle length. Ms. Gomez objected to paying a registration fee to park a recreational vehicle on private property and questioned whether similar fees existed elsewhere in Florida. She stated that the City faced broader challenges and urged the City Commission to consider the community's working- and middle-class character when regulating recreational vehicles.

Commissioner Bass disagreed with requiring an affidavit but supported inspections.

4. NEXT STEPS:


Commissioner Santiago stated that registration fees, affidavit language, inspection authority, emergency allowances, and utility restrictions would be refined before the first reading.

5. CLOSING REMARKS:

Commissioner Santiago thanked participants and announced that the first reading was scheduled for January 14, 2026.

6. ADJOURNMENT:

There being no further business to come before the City Commission, the workshop was adjourned at 7:47 PM.



John H. Taylor, Jr., Mayor

ATTEST:



Joanna Flores, City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "DUMPSTER ENCLOSURES", AND MORE SPECIFICALLY, SECTION 11-81 TO REQUIRE MULTI-FAMILY UNITS TO USE DUMPSTER ENCLOSURES AND SECTION 11-84 TO INCLUDE AN ADDITIONAL SECTION ENTITLED "PENALTIES"; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to create a more uniform system of requirements for the utilization of dumpsters within the City; and

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of Opa-Locka has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, the City Commission desires to amend Chapter 11, Article IV, of the City of Opa-Locka's Code of Ordinances entitled "Dumpster Enclosures", and more specifically, Section 11-81 to require multi-family units to use dumpster enclosures and Section 11-84 to include an additional section entitled "Penalties"; and

WHEREAS, the City Commission finds that establishing and enforcing a more uniform system of requirements for the utilization of dumpsters within the City.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending, Chapter 11, Article IV, of the City of Opa-Locka’s Code of Ordinances entitled “Dumpster Enclosures” and more specifically, Section 11-81, entitled “Purpose” to require multi-family units to use dumpster enclosures and shall read:

Sec. 11-81. - Purpose.

The purpose of this article is to provide a uniform system of requirements for utilization of dumpsters in multi-family dwelling units, commercial industrial and business districts within the City of Opa-locka, Florida, thereby enhancing the aesthetics of the city and protecting its citizenry from potential health hazards.

Amending, Chapter 11, Article IV, of the City of Opa-Locka’s Code of Ordinances entitled “Dumpster Enclosures” and more specifically, Section 11-84, to add a new Section, entitled “Penalties” to provide for penalties for violation of this Article and shall read:

Section 11-84 Penalties.

(a) Any person, firm, corporation, property owner, or other entity violating any provision of this Article shall be subject to enforcement by the City’s Code Enforcement Department pursuant to Chapter 162, Florida Statutes, and the City of Opa-Locka Code of Ordinances, as may be amended.

(b) Violations of this Article shall constitute civil infractions and shall be prosecuted through the City’s Code Enforcement procedures. Upon a finding of violation by the Code Enforcement Special Magistrate, as applicable, monetary penalties shall be imposed at a minimum of \$250 up to \$500 per occurrence for any violation.

Section 3. **Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. **Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2026

PASSED SECOND READING this ____ day of _____ 2026.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Sponsored By: Commissioner Bass

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Santiago _____

Commissioner Ervin _____

Vice Mayor Kelley _____

Mayor Taylor _____



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

City Manager:	Sha'mecca Lawson		CM Signature:				
Commission Meeting Date:	2.25.2026		Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in the box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i> See Financial Impact Section		Advertising Requirement: <i>(Enter X in the box)</i>	Yes		No	
							X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:	N/A			
		X					
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization <input type="checkbox"/> Bus. & Economic Development <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name:	Commissioner Bass		Department:	City Commission			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE AMENDMENT OF CHAPTER 11, ARTICLE IV SECTION 11-81 ENTITLED "PURPOSE" TO REQUIRE MULTI-FAMILY UNITS TO USE DUMPSTER ENCLOSURES AND TO INCLUDE AN ADDITIONAL SECTION ENTITLED "PENALTIES."

Staff Summary:

Chapter 11, Article IV entitled "Dumpster Enclosures" enforces the use and requirements of a dumpster enclosure. Section 11-81 states *"The purpose of this article is to provide a uniform system of requirements for utilization of dumpsters in commercial industrial and business districts within the City of Opa-locka, Florida, thereby enhancing the aesthetics of the city and protecting its citizenry from potential health hazards."* The City Commission finds it's in the best interest of the City to revise the language as follows:

*"The purpose of this article is to provide a uniform system of requirements for utilization of dumpsters in **multi-family dwelling units**, commercial industrial and business districts within the city thereby enhancing the aesthetics of the city and protecting its citizenry from potential health hazards."*

An additional section shall be created to include the enforcement of penalties, in the event of non-compliance as follows:

Section 11-84 Penalties.

Monetary penalties shall be imposed at a minimum of \$250 up to \$500 per occurrence for any violation.

Financial Impact: There is no cost associated with the passage of the Resolution however; the City may see additional Revenue for non-compliance once the amended ordinance takes effect.

Proposed Action:

Staff recommends approval by the City Commission to authorizing the amendment of Chapter 11, Article IV Section 11-81 entitled "Purpose" to require multi-family units to use dumpster enclosures and to include an additional section entitled "Penalties."

Attachment(s):

Sec. 11-81. Purpose.

The purpose of this article is to provide a uniform system of requirements for utilization of dumpsters in *multi-family dwelling units*, commercial industrial and business districts within the city, thereby enhancing the aesthetics of the city and protecting its citizenry from potential health hazards.

(Code 1983, § 11-81; Ord. No. 15-16, § 2, 7-8-2015)

Sec. 11-82. Dumpster enclosure required.

- (a) Dumpsters shall be maintained in an enclosure with the service and access gate closed except when being serviced by a collector or when being used to access the dumpster.
- (b) Dumpster lids shall be kept closed at all times when the dumpster is not being used or serviced.
- (c) Garbage and trash shall be placed inside the dumpster and not on or around the dumpster or the enclosure. Loose garbage and trash in plain view is a violation of code, a health hazard, and aesthetically undesirable. The property owner shall be responsible for keeping the enclosure and surrounding area litter-, garbage- and trash-free at all times. It shall be a violation of this Code to allow the dumpster to be filled to over-capacity so that the dumpster lid is prevented from closing on top of the garbage bags.
- (d) Dumpster enclosure shall be kept in good repair at all times.
- (e) Location on site of a dumpster enclosure shall require the prior approval of the director and the building official.

(Code 1983, § 11-82; Ord. No. 15-16, § 2, 7-8-2015)

Sec. 11-83. Dumpster enclosure specifications, materials, location.

- (a) *Placement.* A dumpster shall be kept in a place easily accessible to authorized collection vehicles at all times and no service shall be given to those placing or permitting objects, ground level or overhead obstructions, or vehicles, to hinder in any way whatsoever the servicing of bulk container purposes of collection only, all dumpsters shall be placed within an approved enclosure.

It shall be unlawful for any person to place or store, or allow to be placed or stored, a dumpster upon or in any public street, alley or right-of-way; provided, however, that such container or receptacle may be placed in the public right-of-way during the collection/emptying process.

- (b) *Dumpster space designation and enclosure requirement.* All real property in a commercial, industrial or business zoning classification utilizing dumpsters shall provide an enclosure of a size that would permit the moving in or out of the dumpster without damage to the enclosure and shall be a minimum of twelve (12) inches above the dumpster.
- (c) *Approved enclosure.* All enclosures shall consist of walls; fencing shall be of wood, plastic lumber or chainlink. Wood or plastic lumber shall be a minimum of one and one-half (1 ½) inches thick. Enclosures shall have a gate for collection equipment access and may also have a gate for pedestrian access. All gates shall be totally opaque, and the enclosures shall be constructed of one (1) of the following materials:
 - (1) *Masonry walls.* All exterior faces of the wall shall be finished and of professional quality such as stucco, prefinish blocks, stacked block and struck joints, shadow blocks, painted or similarly installed in a workmanlike manner and meeting with the approval of the building, department of planning and community development.

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(Supp. No. 1)

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- (2) *Concrete walls.* Pre-cast concrete walls of quality deemed acceptable to the department of building, planning and zoning.
- (3) *Wood fencing.* Substantial wood fencing or durable species incorporated architectural design features to enhance appearance, of quality and design acceptable to the director of the department of buildings and licenses or his/her designee. In making this determination, consideration shall be given to:
- a. The thickness of the wood, which must be a minimum of one and one-half (1 ½) inches;
 - b. Whether the wood is pressure treated or has a finish that protects the wood from the elements; and
 - c. Minimum six (6) inches by six (6) inches corner post and four (4) inches by four (4) inches intermediate posts of pressure treated materials.
- (d) *Maintenance.* Approved enclosures shall be maintained in good condition, repair and appearance at all times so as to allow for collection of materials and to eliminate odors.
- (e) *Gates.* Dumpster enclosure gates shall be constructed of a metal frame with wood or metal slats or other facing materials. Servicing gates, upon opening, may not swing into the right-of-way and shall incorporate gate stops that are functional in the full open and closed positions. Hinge assemblies shall be strong and durable such that access and servicing gates shall be no more than forty-eight (48) inches in width and no less than thirty-six (36) inches in width. Enclosure gates shall be closed at all times except for the time necessary to service the bulk container. Maze-style openings shall be permitted in place of a pedestrian access gate. A maze-style opening is an opaque wall or fence that can be located no more than forty-eight (48) inches and no less than thirty-six (36) inches from the enclosure opening and must be a minimum length of one and one-half (1 ½) times in length of the opening and shall be centered upon the opening. Enclosure openings shall be no more than forty-eight (48) inches in width and no less than thirty-six (36) inches in width.
- (f) *Setback.*
- (1) All dumpster enclosure walls and/or fences shall be located a minimum of five (5) feet from adjoining commercial areas and ten (10) feet from adjoining residential uses unless not physically possible; and
 - (2) A minimum of five (5) feet from public and private rights-of-way unless not physically possible.
- (g) *Garbage containers.* All receptacles and bulk containers which receive garbage, liquid waste or food from food-handling operations, including, but not limited to, bakeries, meat-processing plants, restaurants, or any business establishment where it is determined that garbage, liquid waste of food will be accumulated, shall have a poured-to-grade-level concrete slab. If available, the dumpster site shall have facilities for washing containers and ability to drain to an acceptable sanitary disposal system. If the aforementioned facilities are available, or can be reasonably installed, then the dumpster shall have wash-out plugs. For purposes of this article, storm drains shall not be considered as an acceptable sanitary disposal system.
- If no suitable drain, grease trap or sanitary disposal system is available, the dumpster containers shall be sealed so that no liquid gets on the pad or ground. Dumpster collection shall be frequent enough so as to keep odors to a minimum. Odors shall also be kept at a minimum through artificial means such as masking agents or whatever products are available to handle odors. Containers shall be constructed in accordance with the provisions of the Florida Building Code, Miami-Dade County Edition and must be approved by and meet the state department of health requirements.
- (h) *Compliance with article.* All dumpsters and trash receptacles must comply with this article except for the following:

-
- (1) Dumpster/receptacles located in properly screened service yards. (Those screened from public ways with a minimum six (6) foot-high fence and/or suitable dense landscaping, as approved by one (1) building department.) The dumpsters/receptacles must not be visible from the public's view.
 - (2) Dumpsters/receptacles located at permitted construction sites.
 - (3) Dumpsters/receptacles properly screened with suitable dense landscaping or not visible from the public right-of-way, residential areas or the public's view.
- (i) *Placing for curbside pickup and removal of receptacles.* Residential trash, trash and garbage receptacles may not be placed for curbside pickup more than twenty-four (24) hours before pickup and all receptacles must be removed from the curbside within twenty-four (24) hours after pickup.

(Code 1983, § 11-83; Ord. No. 15-16, § 2, 7-8-2015)

Secs. 11-84 Penalties.

Monetary penalties shall be imposed at a minimum of \$250 up to \$500 per occurrence for any violation.

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE AMENDMENT OF CHAPTER 11, ARTICLE IV SECTION 11-81 ENTITLED "PURPOSE" TO REQUIRE MULTI-FAMILY UNITS TO USE DUMPSTER ENCLOSURES AND TO INCLUDE AN ADDITIONAL SECTION ENTITLED "PENALTIES."

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Opa-locka hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

THE PURPOSE OF THIS ARTICLE IS TO PROVIDE A UNIFORM SYSTEM OF REQUIREMENTS FOR UTILIZATION OF DUMPSTERS IN MULTI-FAMILY DWELLING UNITS, COMMERCIAL INDUSTRIAL AND BUSINESS DISTRICTS WITHIN THE CITY THEREBY ENHANCING THE AESTHETICS OF THE CITY AND PROTECTING ITS CITIZENRY FROM POTENTIAL HEALTH HAZARDS.”

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

FOR A MULTI-FAMILY RESIDENCE WITH A DUMPSTER WITHOUT AN ENCLOSURE, THE ESTIMATED COST TO CONSTRUCT AN ENCLOSURE IS AS FOLLOWS:

- 2 CUBIC YARD DUMPSTER \$1,550 TO \$2,350**
- 4 CUBIC YARD DUMPSTER \$2,575 TO \$3,700**
- 6 CUBIC YARD DUMPSTER \$3,950 TO \$5,850**
- 8 CUBIC YARD DUMPSTER \$6,050 TO \$8,880**
- 16 CUBIC YARD DUMPSTER \$9,050 TO \$15,000**

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible;

NONE OTHER THAN A PENALTY OF \$250 TO \$500 PER OCCURRENCE FOR ANY VIOLATIONS

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

THIS WILL BE WITHIN THE SCOPE OF NORMAL CODE COMPLIANCE ACTIVITIES AND NOT CREATE ANY INCREMENTAL COST. A SURVEY OF CITY OF OPA-LOCKA MULTI-FAMILY RESIDENCES WITH DUMPSTERS INDICATES MOST HAVE ENCLOSURES, RESULTING IN A MINOR CODE COMPLIANCE EFFORT REQUIRED TO BRING THE REMAINDER OF THE MULTI-FAMILY RESIDENCES INTO COMPLIANCE.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **15**

4. Additional information the governing body deems useful (if any):

UNDER THE CITY'S LAND DEVELOPMENT REGULATIONS, THE MINIMUM NUMBER OF UNITS FOR A MULTI-FAMILY STRUCTURE IS THREE. A REVIEW OF THE MIAMI-DADE COUNTY PROPERTY APPRAISER WEBSITE INDICATES THAT THERE ARE 49 MULTI-FAMILY RESIDENCES IN THE CITY OF OPA-LOCKA WITH TEN OR MORE RESIDENTIAL UNITS AND ANOTHER 156 MULTI-FAMILY RESIDENCES IN THE CITY WITH THREE TO NINE RESIDENTIAL UNITS.

A DRIVE-BY SURVEY WAS CONDUCTED WITH THE FOLLOWING RESULTS.

A. FOR THOSE MULTI-FAMILY RESIDENCES HAVING TEN OR MORE RESIDENTIAL UNITS THAT WERE SURVEYED, 11% DIDN'T HAVE ENCLOSURES. CONSEQUENTLY, APPROXIMATELY FIVE OF THESE LARGER RESIDENTIAL COMPLEXES WILL BE REQUIRED TO INSTALL ENCLOSURES IN ACCORDANCE WITH THIS ORDINANCE.

B. FOR THOSE MULTI-FAMILY RESIDENCES HAVING LESS THAN TEN RESIDENTIAL UNITS THAT WERE SURVEYED, MOST WERE USING 96-GALLON TRASH CONTAINERS. SOME HAD DUMPSTERS WITH ENCLOSURES. OF THOSE SURVEYED, 6% HAD DUMPSTERS WITHOUT ENCLOSURES. CONSEQUENTLY, APPROXIMATELY NINE OF THESE SMALLER RESIDENTIAL COMPLEXES WILL BE REQUIRED TO INSTALL ENCLOSURES IN ACCORDANCE WITH THIS ORDINANCE.