

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

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

City Commission

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

Appointed Officials

**City Manager John E. Pate
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give 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 are encouraged to watch the public meeting 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 body on any agenda item may do so in person or virtually. **Space for in-person attendance is very limited due to COVID-19 social distancing.**

To participate virtually, please register at least 2 hours prior to the scheduled meeting time on the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
“The Great City”

AGENDA
REGULAR COMMISSION MEETING
April 28, 2021
7:00 P.M.

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**

Virtual Sunshine Meeting Minutes of July 23, 2020
Virtual Workshop Meeting Minutes of July 30, 2020
Virtual Workshop Meeting Minutes of August 20, 2020
Regular Commission Meeting Minutes of April 14, 2021
- 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 A REQUEST FOR QUALIFICATION PROCESS TO SELECT A CONSULTANT TO PERFORM THE COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR); 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 ESTABLISH AND IMPLEMENT A SPECIAL EVENTS POLICY AND PROCEDURES, ATTACHED HEREIN; PROVIDING FOR REPEAL OF ALL PRIOR RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR MASTER SERVICE AGREEMENT WITH COMCAST ENTERPRISE SERVICES FOR BROADCASTING ACCESS ON COMCAST CHANNEL 77, AT A COST NOT TO EXCEED FIVE THOUSAND, SEVEN HUNDRED DOLLARS (\$5,700.00) PER YEAR (\$475.00 PER MONTH); 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 ENTER INTO AN AGREEMENT WITH 20/20 MEDIA BENCH ADVERTISING OF OPA-LOCKA, LLC. FOR THE INSTALLATION OF BUS BENCHES / STREET FURNITURE IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A CRIME STOPPERS PROGRAM, "OPA-LOCKA KEEP IT CLEAN", TO DETER ILLEGAL DUMPING IN THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Williams*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY

OF OPA-LOCKA AND 3805 NW 132 STREET, LLC. FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE REQUEST OF 3805 NW 132 STREET, LLC. TO REZONE THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 Individual appointment (Commissioner Taylor)

1 Individual appointment (Vice Mayor Williams)

Historic Environmental Preservation Board

3 At-large appointments

Fair Housing and Nuisance Abatement Board

1 Individual appointment (Commissioner Taylor)

1 Individual appointment (Vice Mayor Williams)

1 Individual appointment (Mayor Pigatt)

Community Relations, Recreation and Activities Board

1 Individual appointment (Commissioner Taylor)

1 Individual appointment (Commissioner Davis)

1 Individual appointment (Vice Mayor Williams)

1 Individual appointment (Mayor Pigatt)

1 At-large appointment

Planning & Zoning Board

1 At-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. Feeding South Florida Drive-Thru Food Distribution, Tuesday, **April 27, 2021** from 9:00 a.m. – 11:00 a.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.
- B. City of Opa-locka Community Redevelopment Agency Virtual Meeting, Wednesday, **April 28, 2021** at 5:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. To participate virtually, please contact the Board Clerk Ms. Hall via email at khall@opalockafl.gov or phone at (305) 953-2868 Ext. 1504.
- C. City of Opa-locka Arbor Day Celebration, Friday, **April 30, 2021** @ 12:30 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. For more information or to RSVP, please call (305) 953-2868 Ext. 1504. *Hosted by Commissioner Chris Davis*

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

APPROVAL OF MINUTES

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

VIRTUAL SUNSHINE MEETING

Tuesday, July 21, 2020

12:00 P.M.

1. WELCOME/OPENING REMARKS:

Commissioner Joseph L. Kelley called the virtual Regular Commission Meeting to order at 12:00 p.m. on Tuesday, July 21, 2020.

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

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes.

An opportunity was given to the public to email the City Clerk prior to the Commission meeting with any questions/comments/concerns on items we will hear on this evening’s Regular Commission Meeting agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, members of the public wishing to address the commission have been offered the opportunity to do so. Public comments will be included as part of the public record for this virtual meeting and will be considered by the City commission prior to any action taken.

2. INVOCATION:

The invocation was delivered by Commissioner Joseph L. Kelley.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

4. PUBLIC COMMENT:

City Clerk Joanna Flores stated the protocols for public comments. There were no public comments.

5. DISCUSSION ITEM:

a) Upcoming Parks & Recreation Summit

Commissioner Kelley introduced the importance of the Parks Summit for the City.

Vice Mayor Davis voiced support for the efforts and commented on the importance.

City Manager Pate shared the efforts his department has been making to allocate the funds for the needs of drastic park improvements in the City.

Commissioner Kelley welcomed staff to share their ideas for park improvements. He also asked Parks & Recreation Director Brown for the status of maintenance.

Mr. Brown summarized the state of the parks and expressed appreciation for the improvements.

Commissioner Kelley asked Director Brown for input in regards to Parks Summit.

Director Brown explained that non-profits and residents should be involved in the Parks Summit program. He stated that the parks need more funds for maintenance and he understands that they were cut due to budget constraints. He recommends more staff to handle maintenance needs.

Vice Mayor Davis acknowledged the recommendations and agreed.

Commissioner Kelley voiced his support for the improvement of parks and sees this as an opportunity to greatly impact Parks and Recreation within the City.

Vice Mayor Davis recommends using the RFQ process to be able to best determine what non-profits can offer the City as well as establishing a set budget.

Mr. Pate recommended getting people with several backgrounds involved to help develop a plan.

Commissioner Kelley shared his experience creating such a plan and agreed with City Manager Pate's recommendations. He further explained how the summit should be conducted, separating each subject into segments and then compiling the results of each segment into a work document.

Vice Mayor Davis agreed with Commissioner Kelley's recommendations.

Commissioner Kelley suggested starting the summit on a Saturday at 9:00 am.

City Manager Pate agreed with the suggested format and stated the documents will be prepared.

Director Austin suggested requesting letters of intent from non-profit or third party organizations to present that information at the summit.

Commissioner Kelley stated that may push it back too long unless it would meet the criteria of an urgent item, for which he requested City Attorney Norris-Weeks' input.

City Attorney Norris-Weeks stated she doesn't think it would meet the criteria of an urgent item.

Commissioner Kelley recapped what was discussed and stated that the Park Summit is set to be held on August 22 from 9 am to 3 pm and broken into different components, such as: maintenance, social services, non-profit, citizens and listening to information from other agencies or counties to gain from their experiences and current procedures.

City Manager Pate voiced his agreement and excitement to get the project going.

b) Next Steps

Commissioner Kelley briefly recapped the next steps as previously stated.

6. ADJOURNMENT:

Commissioner Kelley adjourned the meeting at 12:48 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

VIRTUAL WORKSHOP (COVID-19)

Thursday, July 30, 2020

5:30 P.M.

1. WELCOME/OPENING REMARKS:

Mayor Matthew Pigatt called the virtual Workshop Meeting to order at 5:30 p.m. on Thursday, July 30, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5) (b) 2, Florida Statutes.

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2. ROLL CALL

The members of the City Commission appearing remotely were: Mayor Matthew Pigatt, Vice Mayor Chris Davis, Commissioner Sherelean Bass, Commissioner Joseph L. Kelley, and Commissioner Alvin Burke. Also appearing remotely was: Assistant City Attorney Candice Cobb, City Manager John E. Pate, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Joseph L. Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by City Manager Pate.

5. PUBLIC INPUT:

City Clerk Joanna Flores stated the protocols for public comments. There were no public comments.

6. DISCUSSION ITEM:

- a) City's Response to the Coronavirus Disease 2019 (COVID-19)
- b) Strategic Planning Session

Mayor Pigatt introduced City Manager Pate to provide a report.

City Manager Pate reported that the testing sites have been downgraded to a limit of 500 per day and there were 2 incident commanders managing the testing site. He reported that the testing center closed at 3 pm today due to the tropical storm which may or may not hit the City. He discussed a few tropical storm preparations. He stressed the difficulty with preparations, as it was not feasible for residents to be at a single location due to the coronavirus. He reported he signed an emergency purchase declaration for a generator to be installed as soon as possible at the 780 building, most likely the following day. He asked Lieutenant Chiverton to speak about coronavirus enforcement and hurricane preparedness.

Lieutenant Chiverton reported 42 citations and 7 businesses shut down including restaurants. He reported 3 of the business owners were arrested. He reported the department was preparing with cones, signs and ice. He stated the officers will be placed on standby beginning tomorrow if needed.

City Manager Pate stated it was his objective to tour the City that weekend, along with the Public Works Department, to survey the area, identify major flooding spots and work with Public Works to get immediate solutions. He briefly established the possible reasons why the flooding is exacerbated and his observations on possible solutions. He offered to answer questions.

Commissioner Bass asked Lieutenant Chiverton what a PTA was.

Lieutenant Chiverton stated that it was a promise to appear also known as notice to appear.

Commissioner Bass offered to join the City Manager as a "foot soldier".

Commissioner Kelley asked if the Public Works Department had reached out to the County to see if the trash piles that are still lying around could be picked up as much as possible.

Director Austin stated his department was reaching out to them on a daily basis.

City Manager Pate added that he has reached out to the junkyards, to move vehicles away from the walls so that they won't flip over.

Commissioner Kelley shared his concern about piles of trash that may become projectiles as well as certain vehicles at the junkyards.

Director Austin stated that the County acknowledged that they were going to collect it, but did not provide a definitive date.

Mayor Pigatt asked Director Austin if he had specifically requested that the County remove the trash before the storm hits.

Director Austin stated that he had not told the County to pick up all of the trash piles, but to pick up all of the trash that posed imminent danger of causing damage.

Mayor Pigatt asked if he specified before the storm comes.

Director Austin stated that was correct.

Commissioner Kelley asked if there was a phone number to call and follow-up on, to make sure the County complies with the request. He asked how the ice process will work.

Lieutenant Chiverton stated there was a team of 18 for search and rescue, to pick up the ice and take it where it is needed.

Commissioner Kelley asked how communication would be handled and how residents would be notified.

City Manager Pate stated communication was being sent through email blast and social media. He stated a code red was sent at 5 pm on that day and a tropical storm warning was issued. He stated all facets of social media will be used to alert the residents.

Commissioner Kelley asked if the closing of the testing site had been communicated to residents yet.

City Manager Pate stated it had been drafted and he will be reviewing the communication soon.

Vice Mayor Davis asked City Manager Pate if the junkyards were violating code.

City Manager Pate clarified it was a code violation and he was asking the junkyards not to put them back up once they were down.

Vice Mayor Davis asked Lieutenant Chiverton how the Police Department handled the closing of the businesses.

Lieutenant Chiverton stated 2 of the businesses were called in for service and the other businesses were identified through active patrolling because of large crowds. He explained that his staff was instructed to check all cafes and restaurants to make sure they were not in violation.

Mayor Pigatt asked City Manager Pate for a status on the hurricane preparedness plan.

City Manager Pate reported that the plan needed to be updated based on his review. He went over it step by step with his staff, including how previous hurricanes were handled and their responsibilities. He identified the status quo.

Mayor Pigatt stated he wanted to see an updated hurricane preparedness plan for the City to be finalized and approved by the Commission. He asked City Manager Pate to continue his report.

City Manager Pate introduced Public Relations Consultant Jessica Modkins to provide her report.

Public Relations Consultant Modkins reported issuing press releases for several events such as: kids and covid-19, the Manager's Corner and how to run for office. She stated that Commissioner Bass will be on Hot 105 the next morning. She reported that newsletter went out with the latest topics, including information about the tropical storm and the Sherbondy Park closing. She reported on the "Opa-locka: We Are Working for You" campaign. She explained that the following day, a link will be provided to residents with information to anonymously report COVID-19 violations over the web or by phone.

City Manager Pate asked Ms. Modkins if the information on the tropical storm was going to be sent to him for approval.

Ms. Modkins reported that she had approved the graphic with the information on the amount of time for the tropical storm to reach shore and that was published with tri-lingual messaging. She stated that the preparedness tips had not been approved yet.

City Manager Pate asked who was next in line to do a code red message.

Ms. Modkins stated she believed it was Commissioner Kelley's turn.

Commissioner Kelley stated that he could.

Commissioner Burke asked if he could get masks for kids.

City Manager Pate stated he had requested them and he was waiting for more information before proceeding.

Mayor Pigatt asked Vice Mayor Davis to provide an update from his meeting with the Florida League of Cities in regards to coronavirus and the CARES Act funding.

Vice Mayor Davis reported that the League of Cities took a strong position as it relates to CARES Act funding and getting it to the people who need it most, such as businesses and residents. He briefly explained some of the negotiations between the County and the cities, with the County taking a more regional approach. He asserted that the chances looked slim for the City to be reimbursed by the County except for testing, enforcement and basic outreach which should be covered. He suggested requesting the reimbursements from the County. He explained the County had allocated \$35 million in funds for all of the municipalities in the County.

City Manager Pate asked Lieutenant Chiverton what the protocol was to respond to a weather emergency such as a hurricane or tropical storm.

Lieutenant Chiverton explained the officers were prepared with equipment but were missing a location for sleeping quarters and he suggested using a floor inside of City Hall. He shared that last time, they used the old police station.

City Manager Pate stated it was important to invest in law enforcement and public safety. He advocated for law enforcements receiving a 1% hazardous bonus to be paid retroactively.

Commissioner Kelley asked Lieutenant Chiverton to explain alpha bravo manpower during emergencies.

City Manager Pate stated that alpha bravo was to be used at his and the Police Department's discretion. He explained that if more officers are required, alpha bravo will be executed, which will activate 2 more platoon officers, day shifts, night shifts and no days off.

Commissioner Kelley shared his concerns for the code enforcement team's equipment and asked City Manager Pate to make sure they had rain gear and other resources.

Director Austin stated that his staff was well equipped.

Mayor Pigatt asked to discuss what other things could be done to support the Police Department and lower crime rates. He requested a strategy to lower violent crimes. He asked City Manager Pate to discuss the strategic plan.

City Manager Pate stated the Commission has to pass a strategic plan as a condition for the audits. He suggested having a strategic plan shortly after the budget for FY 21 was passed or in November. He wanted to discuss the strategic plan and how the Commission wished to tackle the task.

Mayor Pigatt shared that on a previous meeting, the general goals of the strategic plan were discussed and he asked if the City Manager's Office had written down the information to consider it.

City Manager Pate asked Mr. Gay to discuss the strategic plan previously created.

Mr. Gay explained the previous strategic plan titled 2020 vision, put together by the Commission in 2013. Mr. Gay reviewed some of the subjects in the strategic plan and how it has been used by the City as a guideline for goals and benchmarks.

Mayor Pigatt requested an update on reviewing the plan to combine it with what was discussed in the previous meeting. He also requested that the five year recovery plan be done in tandem with the strategic plan. He requested the documents before moving forward.

Commissioner Kelley stated he was under the impression that the previous documents were being used and were going to be given to the Commission as a starting point for the strategic plan. He requested the information regarding how long ago the strategic plan was upgraded.

Mr. Gay stated it was last revised in September of 2014.

Commissioner Kelley asked if there was an upgrade since 2014, that it be provided to the Commission to be able to gather the ideas and thoughts based on that document.

Vice Mayor Davis stated the comprehensive plan was a document establishing the foundation and future expectations for the City. He suggested discussing the results of the previous strategic plan and why some of the goals were not met.

Commissioner Burke stated the strategic plan was previously put together by the Commission, and he suggested to look at the document, add to it and go from there.

City Manager Pate stated he did not want it to conflict with the five year plan which is also comprehensive.

Mayor Pigatt requested an update on Glorieta Park coming up to code with the storm water management. He also requested an update on any running liens or fines.

City Manager Pate stated there was a fine for that property but that there were no running liens. He stated the biggest issue for code enforcement was the relocation of the individuals living there. He stated the apartment complex was neither maintaining the waste water system nor the rain water system to control flooding. He stated that while there are fines pending, there have been no adjudications due to the hold on special magistrate hearings.

Mayor Pigatt asked if it was possible for virtual special magistrate hearings to continue enforcement.

City Manager Pate stated he will be requesting guidance from the City Attorney.

Mayor Pigatt requested the information regarding Glorieta Gardens. He showed concern for the lack of code enforcement. He asked if the information was forwarded to the Commission.

City Manager Pate stated that the information was sent just to the Mayor, but will be sent to the rest of the Commission.

7. ADJOURN:

There being no further business to come before the City Commission, it was moved by Commissioner Burke, seconded by Vice Mayor Davis to adjourn the workshop meeting at 6:30 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

VIRTUAL WORKSHOP (COVID-19)

Thursday, August 20, 2020

5:30 P.M.

AGENDA

1. WELCOME/OPENING REMARKS:

Mayor Matthew Pigatt called the virtual Regular Commission Meeting to order at 5:30 p.m. on Thursday, August 20, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes.

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2. ROLL CALL:

The members of the City Commission appearing remotely were: Mayor Matthew Pigatt, Commissioner Sherelean Bass, and Commissioner Alvin Burke. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, and Assistant City Clerk Sherine Bullock. Commissioner Joseph L. Kelley and Vice Mayor Chris Davis joined the meeting at 5:59 pm.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by City Manager Pate.

5. PUBLIC COMMENT:

City Clerk Joanna Flores stated the protocols for public comments. There were no public comments.

6. DISCUSSION ITEM:

a) City of Opa-locka five year plan.

Mayor Pigatt began the discussion by briefly explaining the reason for the meeting and introduced City Manager Pate to discuss the five year plan.

City Manager Pate asked Budget Director Anathan to introduce the plan.

Director Anathan explained he would be sharing a preview of the five year plan requested of his department, but that his department will have a more detailed and final plan by the September 8, 2020. He briefly explained the requirements of the plan which are driven by the finances of the City, such as: increasing the fund reserves of the City, infrastructure plan, reducing the cost of living, staff compensation, among other things. He stated he will be sharing a preliminary plan based on estimates and assumptions. He went on to explain the general fund highlights. He stated that the state of Florida requires the City to have reserve funds of \$3.2 million by FY 25, and that so far, the plan's goal is \$4.6 million. He explained the City can also allocate the \$1.4 million projection to impact other areas instead, such as reducing the millage rate. He explained that the largest investment the City will make in the plan will be for the Information Technology Department, totaling \$180,000 in the five year projection. He further explained the reason the millage rate is higher than other municipalities and he shared the project is to slowly lower it from 9.800 to 9.4500 by FY 25. He also presented a table comparing three other cities to the City of Opa-locka's tax revenue. He continued explaining the projected assumptions for tax base growth. He asked if there were any questions and if the Commission would provide feedback on the assumptions provided.

Mayor Pigatt announced Commissioner Kelley and Vice Mayor Davis joined the meeting.

Vice Mayor Davis stated he would be more cautious on the assumptions in reference to FY 2022.

Commissioner Kelley requested clarification on a few items mentioned by Director Anathan as he could not hear him well.

Director Anathan explained what was requested by Commissioner Kelley.

Mayor Pigatt asked Director Anathan to continue with his presentation.

Director Anathan continued explaining the projections and information provided in the slides regarding property taxes and the millage rate, among other things.

Vice Mayor Davis advocated for a quicker lowering of the millage rate as a means to attract more business to the City and compete with the surrounding cities.

Director Anathan stated that the City needs other sources of revenue in order to be able to lower the millage rate dramatically.

City Manager Pate stated that Miami Gardens has much more diversity in funds and in space and it will be very difficult to meet their millage rate. He further advocated to gradually lower the millage rate.

Mayor Pigatt stated the plan is missing a strategy to pay the debts in full, how much would be added annually to the reserve, and the infrastructure plan.

Director Anathan stated all debt schedules are being met with the exception of the prior year's red light camera fees.

Mayor Pigatt asked City Manager Pate for a date when the Commission will receive the Fiscal year plan for review.

Director Anathan stated he will have it by Tuesday, August 25, 2020.

Mayor Pigatt proposed to the Commission to have a meeting on Thursday at 5:30 pm for the Special Commission Meeting before the workshop at 6:00 pm.

Mayor Pigatt concluded that this discussion will be continued at 6:00 pm on Thursday.

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Burke, seconded by Vice Mayor Davis to adjourn the meeting at 6:37 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
April 14, 2021
7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew A. Pigatt called the meeting to order at 7:00 p.m. on April 14, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Alvin E. Burke, Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Commissioner Chris Davis arrived at 7:04 p.m. Also in attendance were: Assistant City Manager George Ellis, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobbs and City Clerk Joanna Flores. City Manager John E. Pate joined virtually via Zoom.

3. INVOCATION:

The Invocation was delivered by Commissioner Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Mayor Pigatt pulled agenda items 13-1 (this item would be discussed under agenda item 12 - Action Items).

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Virtual Workshop Meeting Minutes – July 09, 2020

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Virtual Workshop on July 9, 2020.

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

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

Virtual Workshop Meeting Minutes – July 16, 2020

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Virtual Workshop on July 16, 2020.

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

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

Virtual Workshop Meeting Minutes – July 23, 2020

It was moved by Commissioner Taylor, seconded by Vice Mayor Williams to approve the minutes of the Virtual Workshop on July 23, 2020.

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

Commissioner Taylor	Yes
Vice Mayor Williams	Yes

Commissioner Burke	Yes
Commissioner Davis	Not Present
Mayor Pigatt	Yes

Virtual Workshop Meeting Minutes – March 4, 2021

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Virtual Workshop Meeting on March 4, 2021.

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

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

Regular Commission Meeting Minutes – March 10, 2021

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Regular Commission Meeting on March 10, 2021.

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

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

Regular Commission Meeting Minutes – March 24, 2021

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Regular Commission Meeting on March 24, 2021.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

City Clerk Flores reported that Special Olympics Florida withdrew their request to make a public presentation before the Commission and will resubmit their request at a later date.

11. CITIZENS' FORUM:

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

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

Mayor Pigatt opened the floor for the Citizens' Forum.

Eric Muñoz was recognized after submitting a request through Clerk Flores to speak before the Commission, but he was not connected to Zoom during Citizens' Forum.

Ramon Cortes, manager of Opa-locka Hialeah Flea Market located at 12691 NW 42nd Avenue stated that he requested to speak before the Commission via Zoom to address the cease and desist order he received that required him to stop all of the night time events and operations at his business. Mr. Cortes reported that he submitted his special event permits but has received no answers, and would like to see how he can get all of the permits needed.

Mayor Pigatt explained that if any of the Commissioners want to respond to Mr. Cortes, they can do so at the conclusion of the Citizens' Forum. The Mayor then informed those in attendance in person at the Commission meeting, that they had the opportunity to participate in the Citizens' Forum.

Dottie Johnson of 13724 NW 22nd Place congratulated Mayor Pigatt and Vice Mayor Williams on the Commission priorities workshop, which she acknowledged presented a whole laundry list of good ideas; adding that it is a lot to accomplish by September 30th and that she hopes that citizens will be able to have input on some of those ideas. As a reminder, she stated that the items that were discussed during the workshops after the audit committee met in December, should be submitted through the audit committee before being voted on by the Commission. She reported that she is asking for a copy of the policies and procedures to make sure she is knowledgeable on any changes that may have been made. Ms. Johnson also shared that she watched the downtown vigil and is glad to see the 2020 vision being resurfaced, but expressed that she felt it was unfortunate that the same presentation that was given to the Commission in 2012 was presented again with no changes. She stated that she knew of at least four master plans that cost thousands of dollars over her ten years, encouraging the Commission to do some research before paying a consultant to do the work again. Additionally, she asked for a clarification on the progress being

made on sidewalks and infrastructure projects which she said is being presented as new, stating that the legislation had been approved since 2015 but not being able to be completed because of the audit. Ms. Johnson asserted that it is time for change with this Commission, as a government that has real transparency and accountability to the people.

Linnette Leroy of 14400 Monroe Street introduced herself as a member of the Sunshine Dimes Historians Committee. Ms. Leroy asked the Commission to help them name a street in honor of Bessie Springfield, who was a long time resident in the area. She explained that they were under the impression that she was in the City of Opa-locka, but found out that she was in the unincorporated area of Miami-Dade County. Additionally, she informed the Commission that they have a project coming up on August 20th that will have 300 females riding across the country to attend the naming of a street, and said the Commissioners had the information package in front of them. In consideration of Ms. Bessie being a resident in the Opa-locka area for over 40 years, recognizing that she was the first black female to ride cross country who opened the doors for all females to be able to ride, she asked for the Commission's attention and help to make this possible.

Commissioner Burke recalled that the Commission presented a proclamation for Ms. Bessie last year or the year before. The Commissioner shared that Ms. Mackey was one of his ex-co-workers and contacted him as one of the members of the Sunshine Dimes Historians Committee, requesting that a street be named in honor of Miss Springfield. While Ms. Mackey was under the impression that Miss Springfield was a long-time Opa-locka resident who lived on 153rd Street, he pointed out that 135th Street to 167th Street was all part of Opa-locka until Miami Gardens was incorporated as a city. The Commissioner explained that because that is now unincorporated Miami-Dade County, he told Ms. Mackey to contact him personally to see what the Commission could do, including presenting another proclamation, but that he didn't think it was in their power to give Ms. Bessie a street in the City of Opa-locka. He asked the other Commissioners if they have some other ideas.

Commissioner Taylor said he was unclear on whether Mr. Raymond Cortez had permits or was still waiting on them and asked City Manager Pate to clarify the matter.

City Manager Pate reported that he has been in constant communication with the legal counsel of the Opa-locka Hialeah Flea Market. The Manager suggested that Mr. Raymond Cortez should reach out to his legal counsel, because the City of Opa-locka's legal counsel communicated with them a couple of days ago. He added that any permits that are pending will be approved moving forward.

Vice Mayor Williams recalled that the Commission had received some emails in advance of the meeting and the Commissioners had asked about the Bessie Springfield Ride. Noting that City Clerk Flores also answered those emails explaining that the property is not in the City of Opa-locka, the Vice Mayor said that she is not sure if the answer is what they want to hear, but because it is in an unincorporated area, she stated that the Commission really cannot move on the request.

The Vice Mayor offered to have the City and Commission participate when the ride comes into Opa-locka, and have the members at a Commission meeting to present them with a proclamation, which she recalled had happened in 2016. She added that she thinks this has been told several times to several people, recognizing that it may not have been Ms. Linnette Leroy who had previously been communicated with.

Commissioner Davis reported also having received the email regarding Ms. Bessie Springfield's street designation and that he was informed that the street being proffered for renaming was in the neighboring municipality of Miami Gardens. The Commissioner advised that if there was still interest in moving ahead with the street renaming, that the city government of Miami Gardens be petitioned because it is in their jurisdiction and the City of Opa-locka's boundaries are limited to the north of 151st Street. He added that all of the Commissioners are willing to present a proclamation acknowledging her contributions to the community, but do not have the power to rename the street.

Commissioner Burke suggested that Ms. Linnette Leroy should contact the City of Miami Gardens Mayor Rodney Harris. The Commissioner also stated that he differs with the statement made by Ms. Dorothy Johnson. He noted that if legislation to fix the sidewalks and streets was passed in 2015 while the Commission did not have the money and order to get the repairs done, then the repairs that are getting done now are new for the community to see.

Mayor Pigatt thanked Ms. Linnette Leroy for speaking on behalf of Betsy Springfield. The Mayor shared that when he first got to Opa-locka ten years ago, he researched the history of the great people that came out of Opa-locka, and learned that Betsy Springfield was one of those who he had admiration for. He also shared that his family members that are part of bike clubs have contacted him about the street designation for Betsy Springfield, but noted that as the Commissioners have said, they technically don't have the power to do it. The Mayor did offer to personally reach out to the City of Miami Gardens to see if they're willing to sponsor or be a part of the street designation, and he also stated that he would be more than happy to assist in working with them to make that happen. Noting that his colleagues on the Commission are supportive, he added that they can present a joint proclamation on the day of the event to honor her. The Mayor asserted that even though Miami Gardens took part of the territory from Opa-locka, there are a lot of people that live there who are proud to say they are from Opa-locka, even though they're technically not in the City limits. He declared that this is near and dear to the Commission's heart and that they want to honor her spirit no matter what because they respect her, as he noted the City had proven in the past. The Mayor asked Ms. Leroy to let the Commission know what she'd like to do to move forward. He also clarified Commissioner Burke's statement on the road projects. Reminding the Commission that the funding received for some capital improvement projects back in 2014 was from the state's revolving loan, further acknowledging that those projects were paused because of the audits. Clarifying that the funding currently being used right now is coming out of the City's budget funded by taxpayer dollars as well as funding from the Citizens' Independent

Transportation Trust (CITT), he stated that the projects going on all across the City are happening as a result of the Commission doing its duty and allocating the funding to follow through on the requests from citizens to get the streets fixed. Expressing pride in the Commission and staff that have been involved in getting the repairs to move forward, the Mayor offered assurances that they will continue moving forward with plans to repair sidewalks over the course of the next few years, all across the City of Opa-locka. The Mayor thanked all those engaged in the process and those who have been advocating for it, including prior Commissions who worked to make sure the projects move forward.

Commissioner Taylor asked if the Commission can just name one of the streets in the City of Opa-locka to honor Betsy Springfield. The Commissioner acknowledged that she did a lot of good things and that the Commission shouldn't push her away or punish her because she's out of the City limits.

Mayor Pigatt asserted that he is open to naming a street in Opa-locka to honor Ms. Springfield, but noted that the request was to name a specific street for her. The Mayor stated that he thinks it is appropriate that the street she lived on be named after her because it is a historical marker for her life and work, and that he will personally advocate for that to happen in Miami Gardens. He added that if it is denied by Miami Gardens, he will co-sponsor the idea with Commissioner Taylor.

There being no further persons to speak, Citizen's Forum was closed.

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

13-1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXTENDING AN AGREEMENT WITH TRIMERGE CONSULTING GROUP, P.A., FOR A THREE-MONTH PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

It was moved by Commissioner Burke, seconded by Commissioner Davis to pass the resolution.

Mayor Pigatt asked City Manager Pate to introduce the item.

City Manager Pate explained that the item is a request to extend Financial Consultant Gerri Lazarre's contract for a three-month period as the City prepares for an RFP process. The Manager explained that the process will request proposals for two options, including outsourcing the entire Finance Department by hiring a consulting group to handle the City's financial services full time or for a private finance firm to supplement the Finance Department with a finance director and staff. He stated that the Manager's Office will not have a formal recommendation on which option the Commission should go with until the RFPs come in. The Manager did recommend that it is prudent to extend Ms. Lazarre's contract for three months to complete the current audit as well as

the financial portion of the operational audit review, in addition to her overseeing the day-to-day functions of the Finance Department. He asserted that upon the passage of Ms. Lazarre's extension, an RFP for financial services will be put on the table at the very next Commission meeting. The Manager offered to take any questions from the Commission.

Commissioner Burke asked if the City will no longer have a Finance Department if the Commission doesn't approve the extension of Financial Consultant Gerri Lazarre's contract.

City Manager Pate stated that if Financial Consultant Gerri Lazarre's contract is not extended, the City will still have a Finance Department, but will no longer have a finance director, leaving the Manager and Assistant City Manager George Ellis to oversee the department. The Manager noted that neither he nor the Assistant Manager are CPAs and thus if they were overseeing it, the Finance Department would not be as effective as it is with Ms. Lazarre's company and her supplemental staff at the helm.

Commissioner Burke asked if this is the last extension that Financial Consultant Gerri Lazarre's company will receive and whether or not there will be an increase in the fees they are charging the City.

City Manager Pate assured Commissioner Burke that there will be no rate increase for the services provided by Financial Consultant Gerri Lazarre's company, which he reported are the same rates her company has been paid since the beginning of her contract with the City. The Manager stated that he could not guarantee that this will be the last extension, reporting that through extensive conversations with the Office of the Inspector General of Florida, it was recommended that if any extensions are granted for Ms. Lazarre's contract, that they be short-term extensions until the RFP is completed. Asserting that he does not want to obligate the City to a long-term extension period, the Manager also expressed an understanding for the frustrations over the operations of the Finance Department and search for a finance director. The Manager suggested that this is the best option for the Commission and the staff, and he pointed out that the resolution mandates the Manager's Office to collect RFPs for a long-term contract.

Commissioner Burke asked if there is an active search for a finance director.

City Manager Pate confirmed that he has personally interviewed several candidates for finance director, but he did not feel comfortable moving forward with them. The Manager also reported that some of the candidates that he was looking to hire, pulled out of the running for the position because there are not a lot of finance directors that are willing to put their CPA license on the line to come to a community still under a financial emergency. Restating the fact that the RFP process will consider the possibility of outsourcing the entire Finance Department, the Manager pointed out that the practice of outsourcing the department is common in many cities in Florida and across the United States of America, including the last city the Manager came from. He offered assurances that the search for a finance director will not stop, and that the Commission will be

provided with options once the RFP process is complete, likely in a workshop setting, to be discussed in detail and then move forward from there.

Commissioner Davis asked if there has been a change in the scope of the work that the extension of TriMerge's contract will have Financial Consultant Gerri Lazarre and her team doing.

City Manager Pate stated that the scope of the work done by Financial Consultant Gerri Lazarre and her team has not changed since he was appointed as Manager. Explaining that he changed the scope of her services to make Ms. Lazarre, the interim finance director and run the day-to-day operations of the Finance Department, the Manager confirmed that scope of her work has not changed since the inception of that contract. He added that Ms. Lazarre's scope of work also includes evaluations of staff and operations of the department, which is a new requirement as of about a year ago. Recalling that Ms. Lazarre completed a review of the Finance Department in 2019 upon the request of the Manager's predecessor, he reported that she is constantly completing evaluations of the finance staff and department operations. Additionally, the Manager shared that Ms. Lazarre has been involved in the interviews for the finance director, accounting positions and various other open positions within the department.

Mayor Pigatt expressed his concern about the situation in the Finance Department, describing it as the bedrock of the City. The Mayor pointed out that because of the financial oversight, it is extremely important that the City get its finances together. He recalled that the Commission had the same understanding four years ago when the City first contracted TriMerge CPA, at which time the City was three years behind in audits, it was just beginning oversight and actually had a Finance Director. Acknowledging that there have been a lot of challenges over the course of the past few years, he reminded the Commission that TriMerge submitted a Memo in February of 2019 to detail the challenges. As he remembered it, the memo outlined the support that TriMerge needed to get the Finance Department up and running, and addressed the need for staff evaluations, as well as the need to hire more staff and the need to update policies and procedures. Stating that the commission believed at the time that by bringing in a consultant, the City would have the extra support needed to get the audits done and get out of financial oversight, the Mayor lamented that it has been four years since then. Acknowledging that Ms. Lazarre did a great job laying out the challenges for the department, and that the Commission discussed the expansion of the scope of her work in 2019, he noted that her contract was extended on an emergency basis for a year, and once again six months ago on the last possible day to do so. Noting that the Commission is once again in a situation where they have to pass the item to extend her contract in order to have an operating Finance Department, the Mayor asserted that he really doesn't like being in a last-minute situation, and said that it happens far too much. His concern as he expressed it, is that the City Manager offered two options to either outsource the Finance Department or put in support, without offering a formal recommendation, and he pointed out that it was the same discussion the Commission had when they first extended the TriMerge contract. Mayor Pigatt stated that the TriMerge contract was extended six months ago, based on the belief that the Commission would

have clarity about what to do with the Finance Department, and asked when that clarity will be provided. Pointing out that an RFP process was completed to contract TriMerge originally, the Mayor stated he is unclear about the talk about another RFP because after four years, the City still has two audits pending, doesn't have a finance director and has less staff than when the contract was originally signed. He stressed that he is looking for a solid plan from Management to let the Commission know how to move the Finance Department forward. He further acknowledged that the support that is needed is clear from the constant memos from TriMerge, but also stated that for some reason the City is not recruiting the people needed within the Finance Department. Outlining the challenges with retaining staff and not getting monthly reports, the Mayor expressed that he does not feel the situation is getting better and asked City Manager Pate what can be done to finally solve this, ensuring that any contract extensions for TriMerge are part of a plan to move the Finance Department forward.

City Manager Pate asked Mayor Pigatt if he was done with his speech so that he can answer his question, stating that he appreciated his comments and diatribe in regards to his concerns related to the Finance Department. The Manager disagreed with the Mayor's statements, pointing out that the State of Florida recently wrote a memorandum commending the Manager and TriMerge CPA for their work on the progress of the Finance Department, including submitting on-time budgets and having a budget director. He said that he feels the information that Mayor Pigatt is putting out to the public is incorrect, fragmented and subjective in nature, acknowledging that it is understandable because he said we do that as humans. Reminding the Mayor that we are in the middle of a pandemic right now, he pointed out that many City services were shut down for an extended period of time due to COVID-19. The Manager stated that the number of people that have been interviewed for each position is in the monthly report provided to the Commission and shared that recruitment slowed down in part because on-site interviews were not being scheduled. He assured the Commission that he will have the Human Resources Department complete a thorough report on the number of candidates and resumes that have been evaluated for the positions of finance director, accountant and senior accountant. While TriMerge has been contracted for four years, Mr. Pate pointed out that he's been the City Manager for a year and a half, and thus he was not working for the City for three of those years. He reported that despite not having been involved in the 2019 review of the Finance Department, all of the recommendations from the review have been put in place. He also reminded the Commission that the City went through four city managers during Mayor Pigatt's tenure, with multiple resignations, as an indication that the City has always had issues with recruitment. The Manager asserted that he does not believe the recruitment issues lie with the Human Resources Department, but rather with the type of candidates applying, which he said leads to constant turnover of employees. Pointing out that because Opa-locka is under financial oversight, the State of Florida is overseeing the Finance Department including the City's payables and budgets. The Manager assured the Commission that if there is an issue with the Finance Department, they will be notified by the governor's office and his designee. He told the Mayor that he had not mentioned the City's financial emergency. Apologizing that the City is not moving in a way that he believes the Mayor desires, he offered

additional assurances to the Mayor that his comments were heard loud and clear. Explaining that he asked the Commission for a three-month extension on the TriMerge contract to allow for a proper RFP process, the Manager said it would give him the ability to make a proper formal recommendation on the direction for the Finance Department, based on the caliber of companies that submit an application, the pay rates and the contingency of the state's approval. Manager Pate stated that if the Commission wants a formal report from the State of Florida and would like to express their concerns, there will be a financial oversight committee meeting in the next 30 to 45 days, during which he looks forward to providing clear information to the public. He added that the reason the item is before the Commission at this point, is because the Manager said that Mayor Pigatt has had issues with special meetings and emergency items over the past month and a half. The Manager stated that the Mayor had expressed that the proper protocols were not being followed and too many emergency items were being placed on the agenda. He explained that as Manager, he has the power to approve month-to-month engagements with organizations that are less than \$25,000 a month, so he let this month go by under his authorization to allow Ms. Lazarre to continue to work, also noting that it has only been fourteen days. Manager Pate acknowledged that the circumstances are unfortunate, but that he believes positive movement is being made.

Mayor Pigatt expressed that the situation with the City's Finance Department is very serious and urged the Commission to be on top of it. Acknowledging that all of the members of the Commission understand that the City is under financial oversight, he reminded the Commissioners that the oversight is on what they do. Asserting that an answer to solve the financial crisis is needed, the Mayor stated that constantly approving extensions after the time that the financial consultant contract has already expired, is not the way to go about it. The Mayor said that he is and always has been in full support of TriMerge because they have provided a great amount of information, but he stressed that the Commission needs to make sure the contract is properly bid on. He expressed his opinion that the most important point is getting the City's finances together, whether it be by outsourcing the Finance Department or by hiring actual finance people with CPAs into the department's positions. Noting that the Commission doesn't yet have an answer on the best recommendation for the department's direction, the Mayor said he wants to make sure the Commission is asking about it and getting accountability. Expressing his concerns which have been stated in multiple meetings that the Commission has not been getting regular reports over the past few months, he emphasized that it needs to be addressed asap and cannot continue to go on. While he shared his hope that the new RFP process will address this, he said that he is afraid that it's going to be a similar situation to what the Commission faced four years ago, where they did not get what is needed to get the City out of the financial crisis.

Commissioner Burke asked if there are any City employees in the Finance Department or if they are all from TriMerge.

City Manager Pate stated that there are five City employees in addition to one utility billing manager in the Finance Department, with the rest of those working in the department being consultants from TriMerge.

Commissioner Davis stated that most of the challenges that the City has faced in the Finance Department has been with the recruitment of individuals. The Commissioner asked if the RFP process is geared towards firms or if it is open to allow individuals to also apply.

City Manager Pate informed the Commission that while the RFP has not been approved and thus changes can be made, it includes the two options of outsourcing the Finance Department or supplementing it. The Manager confirmed that the recruitment for senior accountant and finance director continue to be open through human resources.

Vice Mayor Williams asked City Manager Pate if TriMerge has delivered on everything stated in their original RFP from four years ago. The Vice Mayor also asserted that the next RFP must have some type of accountability for the firm the Commission decides to contract. She added that if that firm is not able to deliver on what they agree to in the RFP process, that she believes they should no longer be an option on the table and should possibly need to give back some of the money the City pays them.

City Manager Pate assured Vice Mayor Williams that all of the deliverables that TriMerge agreed to four years ago, were accomplished and achieved. Mr. Pate reminded the Commission that the contract with TriMerge was changed when he was appointed as Manager, expanding their duties and responsibilities to oversee the entire Finance Department in late 2019. He explained that prior to then, it was just a contract that had them supplementing the Finance Department and assisting the finance director. He stated that the City caused attrition by firing two finance directors during the four-year period since TriMerge was first contracted with the City. Acknowledging that the attrition may have occurred for a positive reason, he said that normal attrition has continued since he began serving as Manager. He reported that there were issues recruiting for the position of finance director as well as with employee output. It was after TriMerge completed their assessment of the department, that he said he decided to expand their responsibilities. He assured the Commission that as City Manager, he has been very satisfied with TriMerge's conduct and stated that they have gone above and beyond the scope of their contract, doing extra work to ensure that the City is successful on a financial basis. Manager Pate said that he understands the concerns about finding a permanent solution for the Finance Department, because he hears the public comments that have been made on multiple occasions and asserted that it is prudent for the City to complete the RFP process. He said that he does not feel that the City was in the position to complete an RFP process when the initial TriMerge contract was signed, because the City was in a healing and rebuilding stage, adding that the City is still in that stage in the Finance Department. Addressing Vice Mayor William's second question, the Manager assured her that the contract granted to the company that is selected through the RFP process can include the specifications she

requested to penalize the company for not completing their deliverables, adding that they can be included within the RFP or within the contract once awarded. He said that those things are under his direct control as well as the City Commission, which is the body that has to approve the RFP and contract. Asserting that he feels the City is moving in the right direction, Manager Pate stated that he had concluded his answer to the Vice Mayor's comments and upon the Mayor and Commission being finished asking questions, the Manager asked Mayor Pigatt if he could make further comments about the Mayor's last statements that he didn't get the opportunity to make.

Mayor Pigatt stated that City Manager Pate still had the floor.

City Manager Pate asked Mayor Pigatt if he was giving him the floor to respond to the Mayor.

Mayor Pigatt confirmed that City Manager Pate still had the floor.

City Manager Pate said that he was waiting for Mayor Pigatt to acknowledge that the Vice Mayor was done speaking and that he didn't know if any other Commissioner had any questions before the Manager made a further statement. The Manager said that he was being respectful to the dais and suggested that the Mayor should ask if any other Commissioners have any questions.

Mayor Pigatt asked City Manager Pate to stop playing games and state his comments. The Mayor asserted that the Manager should do what he has to do, but to please not disrespect anybody on the Commission by playing games or making anything personal. He asked that the Manager make his comments so that the Commission can keep moving, because they have business to do for the City.

City Manager Pate disagreed with Mayor Pigatt that he is playing games and stated that he is just trying to respect the dais and the Chair, acknowledging the Commissioners as they speak, but he apologized that the Mayor felt that way. In an effort to refute some of the comments the Mayor made about the Finance Department, the Manager stated that he will ask his staff to send to the City Commission the last memo from the multiple communications issued by the State of Florida, in regards to the progress of the Finance Department. Reasserting that he believes the City is moving in a positive direction, he reported that he foresees the City emerging from its financial emergency a year early, prior to the five-year mark. Adding that the earlier emergence from financial emergency is a projection that has been discussed with the state, he pointed out that this would be contingent on getting all of the City's audits up to date, which he assured the Commission can be done prior to that time frame.

Mayor Pigatt asked City Manager Pate to state for the record what exactly was incorrect in the Mayor's statements.

City Manager Pate said that Mayor Pigatt made statements in regards to the Finance Department's progress that are not factual, including reports not being issued, done or given to the Commission. The Manager stated that Financial Consultant Lazarre does issue reports on the progress of the

Finance Department. He acknowledged that what the Mayor was speaking of are monthly and quarterly financial reports, which the Manager said can't be generated unless they're done manually, due to the limitations of the current finance system Sun Guard. Additionally, he stated that until the Finance Department is caught up with the audits and all of the bank reconciliations, he does not believe the system will be able to generate the proper report that is being requested. The Manager shared that he has spoken to Ms. Lazarre since the last Commission meeting and said that she will be working towards delivering those monthly and quarterly reports, even if they do have to get done manually and will require extra support from employees. He explained that the Finance Department has been focused on getting the audits fully done, addressing the findings of the operational audit, answering questions that are being posed, applying for grants, reviewing all financials including payroll, handling reimbursements from the CARES Act, and various other activities that they are handling with limited staff. Manager Pate assured the Commission that it is not the intent of his office to not issue reports, and that he will strive to provide those documents to the dais, to ensure the Mayor and Commissioners are properly informed.

Commissioner Davis asked City Manager Pate to state for the record the exact dollar amount associated with the extension of the TriMerge contract.

City Manager Pate asked Financial Consultant Lazarre or Budget Director Anathan to address Commissioner Davis' question noting that she bills on a monthly basis and can provide an approximate amount for the three month contract extension.

Budget Director Anathan reported that the amount that was worked out with Financial Consultant Lazarre was about \$170,000 for the third quarter TriMerge extension.

Commissioner Davis asserted that \$170,000 is a lot of money for a three month extension of TriMerge's services to the City. The Commissioner noted that it is a budgeted item, coming from other professional services that has a line item for \$150,000 and another \$100,000 for water and sewer. He said that while he will not beat a dead horse, he wanted to state his position that at some point, the Commission has to see some sort of traction with the Finance Department.

City Manager Pate thanked Commissioner Davis for expressing his concerns. In an attempt to provide context and clarification, the Manager explained that the \$170,000 is not being paid to one individual but accounts for the salaries for 3-4 employees, including temps from Robert Half who are assisting with payroll calculations.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes

Commissioner Burke
Mayor Pigatt

No
Yes

13. ADMINISTRATION:

CONSENT AGENDA:

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

The Consent Agenda item was pulled by Mayor Pigatt and voted on under Agenda Item 12 – Action Items.

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 IV, SECTION 22-81 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS TO AMEND CERTAIN LANGUAGE REFERENCING SPECIAL EXCEPTION FOR ADULT BUSINESS OPERATIONS WITHIN THE I-2 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; CONFLICTS OF LAW; AND PROVIDING FOR AN EFFECTIVE DATE (first reading held on March 24, 2021). *Sponsored by City Manager*

The above ordinance was read by Assistant City Attorney Candice Cobbs.

Mayor Pigatt opened the public hearing for the item.

There being no public comments, Mayor Pigatt closed the public hearing for the item.

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

Mayor Pigatt asked City Manager Pate to introduce the item.

City Manager Pate asked Planning & Community Development Director Gregory Gay to present the item.

Planning & Community Development Director Gregory Gay stated that this is the second reading for the item that will amend an ordinance for the adult entertainment section of the City's code, which will basically remove the language regarding the special exception for adult businesses within the I-2 zoning district. Director Gay explained that this change to the City's code would allow for adult entertainment businesses to be a permitted use in the I-2 zoning district. He offered to answer any questions or concerns that the Commission has.

Mayor Pigatt opened the floor for discussion on the item.

Commissioner Davis acknowledged that the amendment to the City's code is being made as part of a settlement agreement, but he wanted to know what the process would be going forward. The Commissioner noted that when a business or company plans to develop or provide a service in the City, they go through the zoning board which then subsequently makes recommendations to the Commission. In consideration of the fact that approving this item would permanently not allow adult entertainment businesses in the City, he wanted to know how the process would work for an adult entertainment business that wants to relocate to Opa-locka in the future.

Planning & Community Development Director Gregory Gay explained that his department has not created the criteria to adjust to the concerns raised by Commissioner Davis, about future adult entertainment businesses in Opa-locka. Director Gay added that because the special exception process was ruled unconstitutional, his department would have to go back to the drawing board and create a new process, and stated that he hoped to bring that to the Commission within the next 30 to 45 days.

Commissioner Davis pointed out that the court ruling on this issue set precedent in many ways, and that his concern is how the City can move forward and ultimately prevent something like this from happening again. The Commissioner said that he looks forward to Planning & Community Development Director Gregory Gay's department bringing a resolution before the Commission.

Planning & Community Development Director Gregory Gay reported that his department is doing research and is looking at how other municipalities address adult entertainment business use. Director Gay stated that once his department gathers that information, they will make a presentation to the Commission.

Commissioner Burke asked Planning & Community Development Director Gregory Gay to confirm his understanding that at the present time, as these changes are being made, there is no

process if an adult club wants to come into the City, unless they found a space in the I-2 zoning district.

Planning & Community Development Director Gregory Gay confirmed that Commissioner Burke is correct that there is currently no process for an adult entertainment business to be established in the City of Opa-locka.

Mayor Pigatt stated for the record that he does not like this, but he understands that it is part of the settlement agreement, which he asserted is the only reason why he is voting to move the item forward. The Mayor added that he shares the same exact feelings expressed by Commissioner Davis and Commissioner Burke about the City taking care of this, noting that the process has been dealt with for a few years and the regulations need to be put in place.

Vice Mayor Williams agreed with the sentiments expressed and stated that she thinks all of the Commissioners agree, asserting that they just have to bite the bullet on what occurred in the past and move forward.

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

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

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER IV, ARTICLE 1, SECTION 4-8 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO REDUCE CERTAIN DISTANCE REQUIREMENTS FOR ALCOHOL SALES AND CONSUMPTION WITHIN THE CITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE (first reading held on March 24, 2021).

Sponsored by City Manager

The above ordinance was read by Assistant City Attorney Candice Cobbs.

Mayor Pigatt opened the public hearing for the item.

There being no public comments, Mayor Pigatt closed the public hearing for the item.

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

Mayor Pigatt asked City Manager Pate to introduce the item.

City Manager Pate asked Planning & Community Development Director Gregory Gay to present the item.

Planning & Community Development Director Gregory Gay stated that this is the second reading of this item which will reduce the distance requirements for alcohol sales and consumption. Director Gay recalled that a few years ago, his department was asked to look at concerns related to businesses that sell alcoholic beverages and that they were asked to create a 1,000 foot radius from Churches, parks and public schools. He reported that as part of the settlement agreement, the language should be modified to reduce the distance requirements to reflect the requirements in state statute, which imposes a restriction of alcohol sales within 500 feet of Churches, parks and public schools. Explaining that while the modification has been made, the grandfather clause would apply to 2 or 3 of these particular businesses because they were already in operation prior to the changes to the ordinance. He added that as long as the businesses who are covered by the grandfather clause keep their permits and licenses up to date, they will be allowed to continue to operate. Director Gay pointed out that a map was provided to the Commission with about 28 properties including the 500 foot radius. He explained that his department was in the process of doing research on some other businesses that may be impacted by the restriction on alcohol sales, but that they were not able to complete the task because the item needed to move forward this evening.

Mayor Pigatt opened the floor for discussion on the item.

Commissioner Davis asked Planning & Community Development Director Gregory Gay to explain the meaning of the different colored highlighting of businesses on the map that the Commission was provided.

Planning & Community Development Director Gregory Gay explained that on the map provided to the Commission, businesses highlighted in red are liquor stores, businesses highlighted in blue are clubs and businesses highlighted in yellow are restaurants. Director Gay clarified that not all of the restaurants on the map provide liquor or alcohol services, and that his department is doing additional research to modify that information.

Commissioner Davis stated that before he finalizes his vote on the item, he would like to know what the impact on the City's restaurants will be. Noting that this is the second reading for the item and that his colleagues had requested that information the last time around, the Commissioner asked if not voting on the item would affect the settlement.

Planning & Community Development Director Gregory Gay deferred to City Attorney Norris-Weeks on Commissioner Davis' question about the impact on the settlement that any delay on the vote on the item could have.

City Attorney Norris-Weeks explained that the goal is to put the business in a position to be able to legally operate. The City Attorney reminded the Commission that they have already approved the settlement, and now just have to put forth the regulations that will allow the business to open. She suggested that one of the things the Commission may consider is having the reduction in the restrictions for alcohol sales made in the industrial areas as opposed to Citywide. Adding that the Commission could consider additional changes at some future date, the City Attorney said that she has been talking to Mr. Gay about changes that need to be made to the land development code that might accommodate some of the considerations that the Commission has. She pointed out that limiting the discussion to the City's industrial areas, would allow the business to stay within the City's framework in the spirit of the settlement agreement.

Commissioner Davis stated that he would be more in favor of making an amendment to the item, to include restrictions on alcohol sales just in the City's industrial areas as opposed to Citywide.

Commissioner Taylor asked if the grandfather clause that would allow businesses already selling alcohol to continue operating despite the new restrictions on sales, could include businesses that only have a license to operate a restaurant with no liquor license. The Commissioner specifically asked if that grandfather clause would cover those businesses that were already established but obtain a liquor license in the future.

Planning & Community Development Director Gregory Gay explained that a business would already have to have their license and proper documentation in place in order to qualify to be grandfathered and not have the new restrictions on alcohol sales impact them.

Commissioner Taylor offered an example of a business whose license expired on June 1st and the business owner does not pay their licensing fee until after that date, and asked if according to the statutes of the State of Florida, that business would lose their grandfather status.

Planning & Community Development Director Gregory Gay explained that based on his recollection, there is usually a six-month grace period during which a business owner is allowed to bring their license current. If a business owner goes beyond the six-month time period, Director Gay stated that they would lose their grandfather status.

Commissioner Davis stated that if the Manager's office is not willing to defer the item until the board of Commissioners has the comfort of being provided the supplemental information on the businesses that would be impacted by the restrictions on alcohol sales, he would not support a Citywide restriction and instead would prefer to offer an amendment to limit the alcohol sale restriction to the commercial corridor. The Commissioner asked the City Attorney to help him with the language for the amendment.

City Attorney Norris-Weeks suggested that the Commission could restrict alcohol sales in the I-2 and I-3 zoning districts, and everything else would remain the same. The City Attorney encouraged Planning & Community Development Director Gregory Gay to share his thoughts.

Planning & Community Development Director Gregory Gay affirmed that City Attorney Norris-Weeks' suggestion to just restrict alcohol sales in the I-2 and I-3 zoning districts would be appropriate. Director Gay stated that the properties that are most likely to be impacted are in the industrial areas and therefore such an amendment makes sense.

Commissioner Davis proposed a motion to have the zoning changes for alcohol sale restrictions, apply only to the commercial zoning districts in the I-2 and I-3 corridors.

Mayor Pigatt confirmed that there was a motion on the floor to amend Chapter IV, Article 1 , Section 4-8 of the City code, and instead of reducing the distance requirements for alcohol sales from one thousand to five hundred feet throughout the city, that the reduction will be in the I-2 and I-3 industrial areas.

Commissioner Taylor seconded the motion.

Mayor Pigatt opened the floor for discussion on the amendment.

Commissioner Burke asked Planning & Community Development Director Gregory Gay if the proposed amendment to restrict the distance requirement reduction for alcohol sales to the industrial areas of the City, would affect any of the businesses that are operating now.

Planning & Community Development Director Gregory Gay assured Commissioner Burke that those businesses which have their proper licensure and permitting in place, should not be affected by the amendment to restrict the distance requirement reduction for alcohol sales.

Mayor Pigatt indicated his complete support for the amendment, sharing that he had expressed the same concerns about the limitations on alcohol sales. Looking at the map, the Mayor said that it does seem as though there's quite a few impacts throughout the City. He thanked Commissioner Davis for proposing the amendment.

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

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

Mayor Pigatt asked if there was any other discussion on the main item.

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

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

City Manager Pate stated that he did not have a report, but he would take any questions from the Commission.

Commissioner Burke left at 8:29 p.m.

Vice Mayor Williams stated that she has noted a recurring theme of not having sufficient human capital with staff not having the appropriate skill set, recalling that earlier it was discussed as a problem in the Finance Department, and on Monday during the workshop it was discussed as a problem in the Public Works Department. The Vice Mayor asserted that there has to be some form of accountability for how the people that want to work for the City of Opa-locka are vetted. She added that the employee evaluation system is part of the problem, and stated that if the City can't find the right person for the job there is something that needs to be fixed. While she recognized that Opa-locka does not offer the pay that individuals are looking for, the Vice Mayor said that the City needs to do its due diligence to go after the talent pool. She urged that time be spent on the evaluation systems, constant feedback and transformation of the City's different departments.

City Manager Pate thanked Vice Mayor Williams for her comments and stated that they were duly noted. The City Manager asked that a meeting be set up to discuss her concerns in detail with the director of Human Resources and the Manager, and he stated that whatever is discussed will be reported out to the entire Commission.

Mayor Pigatt asked City Manager Pate what the status of the bus benches were, noting that it has been quite a while since the benches disappeared throughout the City. He expressed that riding the bus is a challenge within itself without adding the additional challenge of not having a place to sit, and he committed to bringing it up at every single meeting moving forward. Sharing that people have brought chairs and couches to the bus stops and pointing out that there is also an issue with trash in those areas, the Mayor asserted that this issue needs to be resolved for the sake of those people within the community that rely on public transportation. The Mayor asked what the resolution will be and how soon it can be expected.

City Manager Pate assured Mayor Pigatt that the matter of the missing bus benches is under review by the City Attorney, which is looking over the contract that will be presented to the Commission on the agenda for the next meeting this month.

City Attorney Norris-Weeks reported that she spoke today with Public Works Director Airia Austin about preparing a staff memo, so that the item to replace the bus benches can be reviewed by the City Attorney. She confirmed that her office already started preparing the contract, and that City Manager Pate was correct that the item should be on the agenda at the next Commission meeting.

Mayor Pigatt recalled that Commissioner Davis had inquired about the hurricane preparedness report during the workshop on Monday, and asked if the Commission will see that before June 1st.

City Manager Pate stated that the City received a grant through the Miami-Dade County Office of Emergency Management to have Opa-locka's entire comprehensive emergency management plan redone. He shared that Financial Consultant Gerri Lazarre helped to secure the grant, which is beyond her scope of duties. The Manager assured the Commission that the report is nearly complete, under staff review and will be done prior to June. He added that the report will most likely come before the Commission for full approval in May.

Mayor Pigatt stated that he hopes the hurricane preparedness report includes local partners in the response, recalling that the last few times that hurricanes have impacted the City, a lot of local community partners came together to make sure that residents had food, water and support on the ground. Additionally, the Mayor stated that he would love to make sure that the City has communication protocols in place, so that when disasters impact Opa-locka, City officials can be available for residents, working with community partners to provide whatever is needed.

18. OFFICIAL BOARD REPORTS:

There were none.

Mayor Pigatt recalled that at the last Commission meeting there was a discussion about promoting the City's board appointments, and he asked City Manager Pate for a status update on the process.

City Manager Pate explained that because it is not part of Public Relations Consultant Jessica Modkins marketing contract, he had to ensure that dollars were available in the budget, which was approved today. The Manager reported that Ms. Modkins is working with Legislative Assistant Randy Grice to develop a plan with precise specifications on how the City will promote its open board positions, but he does not have a projected time for when it will be completed.

19. FUTURE AGENDA ITEMS:

Commissioner Davis proposed two future agenda items. The first future agenda item proposed by Commissioner Davis was to have the City commemorate Juneteenth as a holiday, to acknowledge it as a day that is near and dear to the hearts of the community and recognize that it marks the end of a tumultuous time for people of color. The second future agenda item proposed by Commissioner Davis was the naming and official adoption of Magnolia North as a County and City park. The Commissioner stated that the project is near and dear to his heart because he worked intimately on that project and it was one of the first things he was able to accomplish as a young organizer, setting him on the road to public service and giving back to the community. He added that he would like to see that project move forward and recognized the symbolic and special nature of the naming of the park.

Mayor Pigatt stated that he supports Commissioner Davis' proposal to commemorate Juneteenth and officially name Magnolia North Park as a County and City park. Additionally, he said that if the Commissioner would allow him to, he would like to co-sponsor both items. The Mayor recognized the motion from Commissioner Davis to add to the agenda the approval of Juneteenth as a holiday in the City of Opa-locka.

Vice Mayor Williams seconded the motion and also asked Commissioner Davis to co-sponsor his proposed item to recognize Juneteenth as a holiday in Opa-locka, noting that it is an item that should have already been proffered.

Mayor Pigatt opened the floor for discussion on the proposed future agenda item.

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

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

Mayor Pigatt recognized Commissioner Davis' second motion to establish Magnolia North as an official park within the City of Opa-locka.

Vice Mayor Williams seconded the motion.

Mayor Pigatt opened the floor for discussion on the proposed future agenda item.

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

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

20. MAYOR/COMMISSION REPORTS:

Commissioner Taylor once again extended an invitation to his colleagues for the bike ride on Saturday, April 17th. The Commissioner confirmed that Vice Mayor Williams will be on a bike. He urged everyone to tell the community to come out and ride the bikes with the Commission, and said it's going to be very fun.

Vice Mayor Williams thanked Commissioner Taylor for proffering the biking event, recognizing that cycling is huge within the community. The Vice Mayor recognized that because of the pandemic, she is thankful that the community will be able to get out and socialize at an event that will promote a healthy

lifestyle. She added that she looks forward to passing out water at the event. Reporting on her attendance at the Thrive 305 reception, the Vice Mayor shared that Miami-Dade County Mayor Daniella Levine Cava shared many interesting proposals from the citizens of the entire county and she added that Opa-locka got a shout out during the presentation. Recognizing that she, her colleagues on the Commission and the City Manager's office are the leaders of the City, and thus they need to make sure that the conversations that are had in leadership meetings stay within those meetings, and are not being used to push and pull those that work under them. She reminded the Commission that the City officials are being watched, and how employees feel impacts how they work, acknowledging that they need to make sure that the conversations being had don't make the workload of City employees harder.

Mayor Pigatt stated that beautification was the top priority established by the Commission at the workshop on Monday, with the goal of making sure that the City is a place of beauty and respect. The Mayor said he is looking forward to pushing for beautification. He reported that he just got word that as Vice Chair of the Miami-Dade Board of County Commissioners, Oliver Gilbert is proposing a pilot program that would cover the fees for illegal trash that is being dumped. The Mayor shared that Vice Chair Gilbert's item will be presented tomorrow between 12 and 3 PM at the county commission chambers. He urged his colleagues to share their support for getting assistance from the county to cover the cost of illegal dumping, recognizing that the county is helping to push the City of Opa-locka forward. Mayor Pigatt also reported that Congresswoman Frederica Wilson has been a champion for Opa-locka in the halls of the Capitol to ensure that the City receives appropriations for basic services such as the shot spotter program. He explained that the technology employed by the program identifies gunshots within the community, but the City has been unable to afford it because of its financial situation. The Mayor also stated that appropriations are being sought for assistance with the City's infrastructure projects. He pointed out that the media has been talking about the American Jobs Plan from President Biden and Vice President Harris and making sure the infrastructure dollars that will be approved as part of the plan are spread throughout the nation, including the City of Opa-locka. The Mayor also reported that Senator Shevrin Jones and Representative James Bush are fighting in Tallahassee to get affordable housing dollars for Opa-locka, in addition to other things that they and all of Opa-locka's elected representatives in government are doing to move the City forward. He urged the Commission to give kudos and send thank you letters to Congresswoman Wilson and all of the elected representatives on behalf of the entire community, for their efforts advocating for funding and resources that can take Opa-locka to another level.

21. OFFICIAL BOARD APPOINTMENTS:

Mayor Pigatt asked City Clerk Flores if there were any board appointments.

City Clerk Flores confirmed that an application was submitted by Frances Dolly MacIntyre. The Clerk informed the Commission that Ms. MacIntyre is a non-resident applicant with a historic preservation background. She stated that the Commission should have received a letter from Ms. MacIntyre with her bio and background. Reminding the Commission that this is an at-large appointment.

Mayor Pigatt asked if there was a motion to appoint Frances Dolly MacIntyre to the City of Opa-locka Historic Environmental Preservation Board.

It was moved by Commissioner Davis, seconded by Commissioner Taylor to approve the appointment of Frances Dolly MacIntyre to the City of Opa-locka Historic Environmental Preservation Board.

Mayor Pigatt opened the floor for discussion.

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

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

Mayor Pigatt welcomed Ms. MacIntyre to the City of Opa-locka, recognizing that her resume was extremely impressive. The Mayor stated that the Commission is excited to have her as a long-time historic preservation advocate, advocating on behalf of Opa-locka's historic properties and they look forward to her leadership on the historic board. He added that if she needs anything, she should feel free to reach out to the Commission. Recognizing Ms. MacIntyre for having stepped up, the Mayor extended an offer to all residents and all people to join her in stepping up to be part of Opa-locka's boards and make a difference in the community by bringing change, transformation and helping the City to continue rising.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Taylor, seconded by Commissioner Davis to adjourn the meeting at 8:52 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A REQUEST FOR QUALIFICATION PROCESS TO SELECT A CONSULTANT TO PERFORM THE COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka is requesting proposals from qualified Planning Consultants to conduct necessary research for the development of appropriate documentation for the Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR) to be accepted and adopted by the City; and

WHEREAS, every seven years, the Comprehensive Development Master Plan (CDMP) is reviewed and updated as required by Chapter 163 of the Florida Statutes, a process known as an Evaluation and Appraisal Report (EAR). The EAR includes an evaluation of the progress the City has made in implementing the goals, objectives, policies, maps and text of the CDMP and also recommends changes; and

WHEREAS, the State of Florida's growth policy and planning law, Chapter 163, Part II, Florida Statutes, requires that all counties and municipalities maintain long-range Comprehensive Planning programs. The purpose of Comprehensive Planning is to monitor and evaluate community characteristics related to development, provisions of services, environmental protection, and other governmental activities; and

WHEREAS, in accordance with Chapter 163.3184(3) Florida Statutes, Miami-Dade County is required to review all municipal comprehensive plan amendment applications and to submit comments within 30 days receipt of the application; and

WHEREAS, the Planning and Community Development Department urges approval of the Request for Qualifications to produce a Comprehensive Plan Amendment Evaluation and Appraisal Report to satisfy both County and State requirements.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL/DENIAL.

Approval/Denial of Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR). The City Commission of the City of Opa-Locka hereby approves / denies the Planning and Community Development Department's Requests for Qualifications for a firm to perform the City's Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR).

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	4-28-21	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
				X	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: N/A		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X		Enhance Organizational ☐		
			Bus. & Economic Dev ☒		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communcation ☐		
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE A REQUEST FOR QUALIFICATION PROCESS TO SELECT A CONSULTANT TO PERFORM THE COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR); PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-locka is requesting proposals from qualified Planning Consultants to conduct necessary research for the development of appropriate documentation for the COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR) to be accepted and adopted by the City.

BACKGROUND

The Current CDMP was drafted in 2015, since that time standards have been updated county wide to address many changes, the EAR and subsequent updates will be a reflection of more progressive municipalities in the county in upgrading our city standards and creating a new narrative for the city moving forward.

The City's Comprehensive Plan provides the blueprint for orderly and sustainable land development over the next decade and beyond. It provides the City with long-term direction through goals, objectives, and policies for future land use and serves as the basis for the City's zoning and land development regulations. An important component of the Comprehensive Plan is identifying the infrastructure and growth demands needed to support existing needs and future growth. The Comprehensive Plan contains elements that address future land use, housing, transportation, infrastructure, water supply, coastal management, conservation, parks and recreation, historic preservation, public school facilities, intergovernmental coordination, and capital improvements, and includes objectives and policies formulated to preserve and enhance community character.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

- RESOLUTION
- RFQ Draft - COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR)

CITY COMMISSION

April 28th

2020



COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR) AND THE CREATION OF A CITYWIDE VISIONING STUDY

Staff Report

STAFF'S REQUEST: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE A REQUEST FOR QUALIFICATION PROCESS TO SELECT A CONSULTANT TO PERFORM THE COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR); PROVIDING FOR AN EFFECTIVE DATE.



I. **Background**

- Every seven years, the Comprehensive Development Master Plan (CDMP) is reviewed and updated as required per Chapter 163 of the Florida Statutes, a process known as an Evaluation and Appraisal Report (EAR). The EAR includes an evaluation of the progress the City has made in implementing the goals, objectives, policies, maps and text of the CDMP and also recommends changes.
- The State of Florida's growth policy and planning law, Chapter 163, Part II, Florida Statutes, requires that all counties and municipalities maintain long-range Comprehensive Planning programs. The purpose of Comprehensive Planning is to monitor and evaluate community characteristics related to development, provisions of services, environmental protection, and other governmental activities.
- In accordance with Chapter 163.3184(3) F.S., Miami-Dade County is required to review all municipal comprehensive plan amendment applications and to submit comments within 30 days receipt of the application.

II. **Details**

- **Staff's intent**
The City of Opa-locka is requesting proposals from qualified Planning Consultants to conduct necessary research for the development of appropriate documentation for the COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR) to be accepted and adopted by the City.

III. **Overall Analysis**

- The Current CDMP was drafted in 2015, since that time standards have been updated county wide to address many changes, the EAR and subsequent updates will be a reflection of more progressive municipalities in the county in upgrading our city standards and creating a new narrative for the city moving forward.
- The City's Comprehensive Plan provides the blueprint for orderly and sustainable land development over the next decade and beyond. It provides the City with long-term direction through goals, objectives, and policies for future land use and serves as the basis for the City's zoning and land development regulations. An important component of the Comprehensive Plan is identifying the infrastructure and growth demands needed to support existing needs and future growth. The Comprehensive Plan contains elements that address future land use, housing, transportation, infrastructure, water supply, coastal management, conservation, parks and recreation, historic preservation, public school facilities, intergovernmental coordination, and capital improvements, and includes objectives and policies formulated to preserve and enhance community character.

V. Staff Recommendation:

Staff recommends approval of the Comprehensive Plan Amendment Evaluation and Appraisal Report

V. Attachments:

- RFQ - COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR)

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VI. Staff Report Updated After the City Commission Meeting on April 28th, 2021.

Reflected Actions:

I. City Commission Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)**Resolution No.**

OF THE CITY COMMISSION, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE A REQUEST FOR QUALIFICATION PROCESS TO SELECT A CONSULTANT TO PERFORM THE COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

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

SECTION 1. Recitals.

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

SECTION 2. Approval/Denial.

Approval/Denial of Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR). The City Commission of the City of Opa-locka hereby approves / denies the Planning and Community Development Department's Requests for Qualifications for a firm to perform the City's Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR).

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

The Following changes/recommendations are updates based on the City Commission Meeting discussions in regards to the proposed EAR.

City of Opa-locka



RFQ NO: 21-XXXXXXX

REQUEST FOR QUALIFICATIONS (RFQ)

**COMPREHENSIVE PLAN AMENDMENT EVALUATION
AND APPRAISAL REPORT (EAR)**



CITY OF OPA-LOCKA
COMPREHENSIVE PLAN AMENDMENT EVALUATION
AND
APPRAISAL REPORT (EAR)

RFQ NO. 21-XXXXXXX

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CITY OF OPA-LOCKA

REQUEST FOR QUALIFICATIONS

RFQ NO: 21-XXXXXXX

Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR)

Sealed Proposals for Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR) will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, May 26, 2021 by 1:00 p.m.** Any RFQ Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFQ for Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR)**.

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

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

A pre-bid meeting will be held on Wednesday, **May 12, 2021 at 10:00 a.m.** at Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL 33054.

City Clerk
Joanna Flores, CMC



CITY OF OPA-LOCKA

RFQ NO. 21-XXXXXXX

COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR)

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide a COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR), in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00pm on Wednesday, May 26, 2021. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFQ NO. 21-XXXXXXX – Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR)**. This package shall also include the Proposer's return address.

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

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

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

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

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

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

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

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

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

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

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

1-9. Method of Source Selection: The City is using the Competitive Sealed Proposals methodology of source section for this procurement. Each proposal will be reviewed to determine if the proposal is responsive to the RFQ. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed and submitted by the specified proposal deadline, and has provided the information required to be submitted with the proposal. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the

evaluation of a proposal. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

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

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

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

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

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

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

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected. If required and/or requested, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax

receipt.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

1-20. Bonding Requirements:

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

- ☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA document
- 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Planning and Community Development Director or designee, and the successful Proposer.

- ☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka is requesting proposals from qualified Planning Consultants to conduct necessary research for the development of appropriate documentation for the COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR) to be accepted and adopted by the City.

The State of Florida's growth policy and planning law, Chapter 163, Part II, Florida Statutes, requires that all counties and municipalities maintain long-range Comprehensive Planning programs. The purpose of Comprehensive Planning is to monitor and evaluate community characteristics related to development, provisions of services, environmental protection, and other governmental activities.

Planning is a continuous and ongoing process. The City of Opa-locka periodically reviews their Comprehensive Plan to ensure that it appropriately reflects current and anticipated conditions, embodies a community vision, targets major issues that the City must address in both the short- and long-term, complies with state statutes and rules, and is consistent with state and regional policy plans.

Citywide Visioning Study: A Citywide Visioning Study is to review and develop a single unified vision for the City of Opa-locka that provides a framework to guide growth and enable the measurement of progress on key priorities that preserve the City's sense of character and scale while supporting sustained economic prosperity. It does so with several key elements:

- Outlining the project drivers and process ("Overview of the process") including a capacity analysis.
- Summarizing the context for the Vision, such as socio-economic characteristics and trends, prior and ongoing plans, infill and redevelopment opportunities, market, and economic context.
- Connecting the community outreach to future desired outcomes through core community themes and values.
- Detailing the Vision elements such as an overall vision map that includes key elements of transportation, development, neighborhoods, and complete streets; projects are included for each element.
- Confirming key implementation strategies covering land use, mobility, open space and recreation.
- Monitoring implementation, including indicators and benchmarks.

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

2-2 SERVICES TO BE PROVIDED

The successful proposer shall be responsible for creating a complete EAR document by conducting, at a minimum, the following work tasks:

1. Citywide assessment that addresses changes in local conditions including the following areas:
 - Population growth
 - Changes in land area
 - Vacant and developable land analysis
 - Location of development in relation to that anticipated in the plan
 - Designation of an Innovation District
 - Demands of growth on public infrastructure
 - Utility Service Areas
 - Joint Planning areas Interlocal Agreements
 - Residential Subdivision Designs and Policies
 - Updates to the City's Transportation Mobility Element
 - Incorporate updates from the recent Downtown Master Plan (being developed 2021)
2. Evaluation of major local issues, identified through a public participation process involving residents, interested parties, adjacent local governments, state and regional agencies, City Commissioners and staff. Each identified issue should be addressed separately and shall include analysis and recommendations to address the issue.
3. Assessment of successes and shortcomings of key objectives and policies in the Comprehensive Plan Elements and how they relate to the issues identified in Task 2. Each assessment should include a statement as to whether the objective or policy has been implemented, its effectiveness, and whether it should be kept unchanged, revised, or should be removed from the plan.

Note: this task should not be a comprehensive assessment of all objectives and policies in the Plan, only those having a direct impact on one or more of the identified major local issues. All Elements of the Comprehensive Plan should be assessed:

- Future Land Use Element
- Transportation Mobility Element
- Housing Element
- Infrastructure Element
- Conservation Element
- Recreation and Open Space Element
- Intergovernmental Coordination Element
- Capital Improvements Element

2-3 SPECIAL TOPICS

The City of Opa-locka seeks to create a Citywide Visioning Study to develop a unified vision and provide a framework to guide growth. The Study will be to measure progress to be made and tackle new challenges and opportunities that will emerge. As part of the EAR, a Vision Plan should be undertaken to document progress to be achieved by the City.

The following efforts, at a minimum, should be included in the update:

- Confirm progress, update context and re-assess the vision from previous studies and assessments
- Engage and conduct stakeholders and steering committee meetings
- Provide community outreach to gather data and perspectives
- Assess future opportunities and implementation strategies
- Draft the vision document

The purpose of a Vision Plan is to document progress achieved by the City through revisions to the context data and analysis, mapping, projects, and implementation strategies from all previous studies. The core elements of the Vision Plan are to serve as a strong foundation for guiding the City's future. Therefore, this document is oriented around celebrating and communicating successes, identifying new trends or challenges, and updating the implementation strategies accordingly. This can create an inspirational story about the future which in turn can support economic development efforts.

The following tasks describes the key technical, communication, and engagement efforts to support the Vision Plan update:

A. Confirm Progress, Reassess Context and Vision:

The goal of this task is to provide a roadmap for development and progress made by the City. It would involve a combination of online research, review of City documents as available and/or provided, and one-on-one interviews with key City staff and stakeholders and re-establish the steering committee. To the extent practicable, we will rely on other analysis conducted for the City, such as more recent economic assessments, forecasting, and/or branding, and synthesize accordingly. As part of this process, applicants would also start to assess the vision from the communication standpoint – what worked and what didn't? What messages still resonate? This will help identify the different ways to improve the social impact of the Vision Plan. At this point, the applicant would also identify which key pieces of the vision need to be re-assessed from the technical standpoint – essentially what is out of date.

Deliverables including updates of the Vision Map along with demographic and growth information will be needed. Updates to Activity Center nodes may be needed to better reflect current economic conditions and development trends, as well as recent building projects. It will also be useful to document the newer communication mediums and resources available in the City, notably those of the social media bent, but also new community organizations, events, or other key outlets for information gathering and dissemination.

B. Outreach

A key step in reassessing the context is to check in with local community members for their perspectives on key issues and opportunities within the community. Therefore, the outreach task would involve the creation of a project website, community survey and two public meetings. The first meeting would occur early in the process concurrent with a website launch and survey; and the second would occur after the development of draft updates to the implementation strategies.

C. Assess Future Opportunities

From these technical updates and inventory work, the applicant can then conduct a strengths, weaknesses, opportunities, and threats analysis. Through a brief technical memo, the applicant can outline this analysis as well as discuss some potential future scenarios for the City in terms of implementation strategies. It would also explore these types of high impact/return on investment implementation strategies and set the stage for the 2021 Comprehensive Plan updates.

D. Draft the Vision Plan Document

Because of these activities, the applicant would develop a Vision Plan, taking the 2015 Comprehensive Plan document's structure and content and pivoting off of it to represent progress. This would include the fuller update summarizing work, but then also a short executive summary and another short implementation strategy summary for different contexts.

- The EAR updates are to include replacement and/or updates to the Comprehensive Plan Element maps and graphics.
- Evaluation and assessment of changes to Florida Statutes, Administrative Rules, and State and Regional plans and their effect on the Comprehensive Plan.

Recommendations for updating the Comprehensive Plan, including:

- Changes in timeframes, data and analysis, definitions, format and style to be applied on a universal basis throughout the Plan
- Changes to the Goals, Objectives and Policies
- Summary of recommended supplemental plans or studies to address the major local issues or future growth

2-4 OTHER REQUIREMENTS

To complete the work tasks and create the EAR document and Vision Plan Update, the successful proposer will:

- Be responsible for the professional quality and technical accuracy of all documents and data used or produced and correct or revise any errors or deficiencies as appropriate
- Coordinate with staff through regular communication for the duration of the project
- Revise the draft EAR with input from staff
- Attend applicable Planning and Zoning Commission workshops, present the EAR to the City's Local Planning Agency and City Commission, and prepare any revisions to the draft that may result from these meetings
- Attend adoption hearing(s) as may be held by the City
- Provide a final deliverable in both reproducible electronic copy and paper copies

2-5 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year upon award to the successful proposer.

2-6 QUALIFICATIONS, PRESENTATION, AND PROTEST COSTS

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualifications in response to this RFQ, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

2-7 ACCEPTANCE OR REJECTION OF QUALIFICATIONS

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualifications which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

2-8 ACCEPTANCE OR REJECTION OF QUALIFICATIONS

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 4 – Project Approach

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

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

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

3.2.9 Tab 8 – References

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

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

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

4-2 EVALUATION CRITERIA

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

Category	Points
Experience and Qualifications Qualifications and experience of assigned staff 1. Expertise of planning services and experience with maintenance of comprehensive plans. 2. Qualifications & experience of the firm and its subcontractors/suppliers relevant to the Scope of Work. 3. Availability of qualified personnel. 4. Ability to meet set standards. 5. Evidence of insurance and/or bonding capacity. 6. Location of local office.	30
Past Performance 1. Previous contracting experience. 2. Prior experience in municipal government. 3. Examples of previous work product.	25
Quality of Services / Technical Approach to the Scope of Work	25

1. High-quality level of services to be provided to the City. 2. Understanding of City needs. 3. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. 4. Conveyance of a willingness to work with City staff to maximize resources. 5. Approach to the Project and Methodology. 6. Technical Soundness of the proposal. 7. Applicability of the service offered.	
Scope Response 1. Accuracy of proposal in relation to scope of work.	20
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon

Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

DRAFT



RFQ NO. 21-XXXXXXX

**COMPREHENSIVE PLAN AMENDMENT EVALUATION
AND
APPRAISAL REPORT (EAR)**

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

6. The length of time in business: _____ years

**7. The length of time (continuous) in business as a service organization in Florida:
_____ years**

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

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

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



RFQ NO: 21-XXXXXXX
CONFLICT OF INTEREST AFFIDAVIT

COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR)

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2021, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following

identification:_____.

STAMP OR SEAL:

Notary Public, State of _____
My Commission _____
Expires: _____

CITY OF OPA-LOCKA



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

- 1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:**
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.**
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and**
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.**
- 2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.**
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.**
 - B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.**
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.**
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered**

an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature _____

Printed Name _____

DRAFT



RFQ NO: 21-XXXXXXX
PROPOSER QUALIFICATION FORM

COMPREHENSIVE PLAN AMENDMENT EVALUATION
AND
APPRAISAL REPORT (EAR)
PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$
		\$
		\$

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract ☐ Yes ☐ No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Fees for work done on all PAST City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.



**CITY OF OPA-LOCKA
RFQ NO. 21-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other
PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
Proposing in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal
or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the
Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against
(Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPONENT or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|---|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form)
patterned after the current
I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Opa-locka, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |

This section does not pertain to any incident arising from the sole negligence of the City of Opa-locka.

- | | |
|---|--|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-
owned/Hired Automobile
Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | <u>\$ 1,000,000</u> Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor/Vendor/Consultant shall ensure that all sub-consultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Opa-locka must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |



INSURANCE REQUIREMENTS
Continued

- ☒ 9. The City of Opa-locka shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Opa-locka
Opa-locka, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the RFQ Number and Title.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFQ.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent



REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Proposals for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____



E-VERIFY

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

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

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



E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Sponsored by: City Manager

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

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

Short Title:

Special Events Policy and Procedures

Staff Summary:

This proposed policy is designed to accomplish the following objectives:

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

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

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

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

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

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

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

Proposed Action:

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

Attachment:

1. Special Events Policy and Procedures

Parks & Recreation Department Policy
Special Events

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

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

I. Definitions

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

Special Event Categories

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

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

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

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

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

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

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

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

II. Procedures

Annual Planning / Budgeting

- **Primary Events**

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

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

- **Mayor or Commissioner Budgeted Special Events**

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

- **General**

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

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

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

4. All monetary donations will be forwarded immediately to Finance and receipted for using a City receipt form provided by Finance.
5. The Parks & Recreation Department will work with Finance to establish separate revenue accounts, including identification of donor contributions, and expenditure accounts to permit assessment of results versus planned revenue and expenditures.
6. After the completion of each Special Event, the Parks & Recreation Director will conduct a review of the event to evaluate its effectiveness in terms of the number of attendees, the attendees' satisfaction with the event and the adequacy of the budget provided for the event. The Parks and Recreation Director will also evaluate the effectiveness of all departments in carrying out their responsibilities as the basis for improvement.

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

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

1. The Event Organizer/Producer will contact the Special Events Coordinator and provide preliminary information as to the nature of the event, the proposed date(s), the facilities requested and, if alcohol will be consumed, the name of the alcoholic beverage temporary license/permit holder applicant.
2. The Special Events Coordinator will review the initial request and, providing the proposed event is consistent with the type of event the City deems appropriate to use City facilities and there are no scheduling conflicts, a Special Event Permit Application Form will be provided.
3. A fully completed Special Event Permit Application must be received by the City at least ninety days before the intended start date of the event.
4. Upon receipt, the application will be reviewed by the Special Events Committee to review the details of the Special Event, address concerns of City departments and determine the specific requirements necessary to secure a permit. Deposit, fees and charges for City services will be identified as well as any additional permits and licenses that may be required for tents, alcohol, outside vendors, signs, banners, electrical services and miscellaneous construction.
5. Upon completion of the review of the application, the Special Events Committee will meet with the Event Organizer/Producer and, if relevant, the alcoholic beverage temporary license/permit holder to convey relevant information and resolve any outstanding issues.
6. The Event Organizer/Producer must submit the advance fees to the Special Events Coordinator at least forty-five days before the intended start date of the event.
7. The Event Organizer/Producer must submit a copy of all required permits, temporary licenses and insurance certificates, if applicable, to the Special Events Coordinator at least twenty days before the intended start date of the event.

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

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

Denial of Special Event Application

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

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

Cancellation of an Event

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

- a. Continued failure to correct conditions identified by City representatives which affect the site, public safety, public health or sanitation; or
- b. Weather conditions that would endanger participants during the event; or

(1) The Event Organizer/Producer or designated City representatives will determine whether an

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

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

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

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

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

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

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

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

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

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

Special Event Application Requirements

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

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

III. Fees and Charges for Special Events

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

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

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

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

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

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

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

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

IV. Insurance Requirements for Special Events

A. Event Organizer/Producer

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

1. The policy must provide coverage for general aggregate liability losses, personal and advertising injury, fire damage, medical expenses and additional coverage for volunteer coverage, spectator liability, etc.
2. The coverage shall be written on a "per occurrence" basis and shall be inclusive of "set-up and tear-down" dates.
3. The City of Opa-locka must be named as Additional Insured.
4. Proof of insurance shall be in the form of a standard Accord Certificate of Insurance written by a licensed insurer acceptable to the City.
5. Certificates of Insurance must be submitted to the City not later than twenty (20) calendar days

before the date of the event.

B. Liquor Liability

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

C. Automobile Liability – Driving On City Property

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

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

A. Request at Time of Special Event Application

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

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

B. State Temporary License/Permit

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

C. Conditions for Approval

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

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

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

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

E. General Rules When Alcoholic Beverage Is Available

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

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

responsible for reimbursing the City for damage to its fencing;

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

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

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

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

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

VI. General Requirements For Special Event Permits

A. Compliance with City Codes

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

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

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

B. Health and Sanitary Requirements

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

C. Fire/Rescue Personnel

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

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

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

D. Police Personnel

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

E. Other City Personnel

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

F. Cleanup

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

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

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

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

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

G. Temporary Bathroom Facilities

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

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

H. Banners, Promotional, and Informational Materials

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

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

I. Road Closures

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

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

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

J. Overnight Parking

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

K. Additional Licenses

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

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

L. Public Announcements

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

M. Requested Documents for City Signature

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

N. Driving in the Event Area

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

VII. General Requirements for Special Event Vendors

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

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

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

A. Food and Beverage Vendors

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

a. Dates and times of event;

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

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

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

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

will be the responsibility of the Event Organizer/Producer.

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

O. Cleaning

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

P. Amusements

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

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

3. Animal rides and animal exhibitions are not permitted.

VIII. Responsibilities

1. Parks & Recreation Director

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

2. Public Works Director

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

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

3. Finance Director

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

4. Chief of Police

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

5. Information Technology Director

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

6. Public Information

- a. Maximize event promotion within allowable budget

7. Budget Administrator

- a. Provide analytical support

Appendix I – Facility Rental Area

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

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

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

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

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

C. Road Closure Area

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

Appendix II – Fire Safety Requirements

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

Vendor Name: _____ Date: _____

Event: _____

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

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

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

Additional Requirements for Tents:

- ☐ 10. Tent material will be required to be treated with flame retardant.

*The Fire Department requires a **certificate or other evidence of approval** by a laboratory of recognized standing or the report of tests made by other inspection authorities as evidence that the tent fabric is flame retardant.*

- Exception: Cardboard used for protection of pavement.*

- ☐
- Approved
- ☐
- Disapproved

Miami-Dade Fire Department Fire Inspector

[illegible]

Appendix III – Temporary Food Service Events

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

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

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

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

A. Licensing

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

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

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

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

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

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

B. Licensing Exemptions

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

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

C. Fees

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

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

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

D. Fire Safety

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

E. Personnel

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

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

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

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

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

F. Facilities

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

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

G. Water

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

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

H. Solid and Liquid Waste

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

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

I. Required Items

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

To Prevent Foodborne Illness

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

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

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

Pre-Event Inspection

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

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

Event Name: _____

Event Date: _____

Inspection Date: _____

Pre-Event Inspection

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

Document Existing Areas of Concern or Damage:

Pre-Event Agreement – Site Inspection and Event Cleanup

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

Signature – Event Organizer/Producer

Date

Signature – Parks & Recreation

Date

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

Post-Event Inspection

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

Facilities Equipment Inventory

_____ Trash Cans
_____ Barricades
_____ Traffic Cones
_____ Signs

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

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

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

Areas of Concern or Damage:

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

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

Signature – Event Organizer/Producer

Date

Signature – Parks & Recreation

Date

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR MASTER SERVICE AGREEMENT WITH COMCAST ENTERPRISE SERVICES FOR BROADCASTING ACCESS ON COMCAST CHANNEL 77, AT A COST NOT TO EXCEED FIVE THOUSAND, SEVEN HUNDRED DOLLARS (\$5,700.00) PER YEAR (\$475.00 PER MONTH); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department is proposing the restoration of the City Government Access Channel to Comcast customers on Channel 77; and

WHEREAS, to accomplish this, the City must sign an agreement with Comcast Enterprise Services (Comcast Cable Communications Management, LLC.) to provide this service. The channel was previously terminated in efforts to reduce costs when the City filed for financial emergency with the State of Florida. As the City continues to make efforts to increase community participation and conduct business in a transparent manner, Channel 77, historically known as OPATV, will assist in those goals; and

WHEREAS, the use of the channel will include a current announcement board with up-to-date messages, live and pre-recorded video programming, and urgent and emergency notifications. The City will have to acquire hardware upgrades in the future in support of this program; and

WHEREAS, the City Commission finds it in the best interest of the City to enter into a Master Services Agreement with Comcast Enterprise Services (Comcast Cable Communications Management, LLC.), attached hereto as Exhibit "A", for broadcast access on Comcast Channel 77 (ethernet charges), in an amount not to exceed Five Thousand, Seven Hundred Dollars (\$5,700.00) per year (\$475.00 per month).

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

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

Section 2. Authorization. The City Commission hereby authorizes the City Manager to enter into a Master Services Agreement with Comcast Enterprise Services (Comcast Cable Communications Management, LLC.), attached hereto as Exhibit "A", for broadcast access on Comcast Channel 77 (ethernet charges), in an amount not to exceed Five Thousand, Seven Hundred Dollars (\$5,700.00) per year (\$475.00 per month).

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

Section 5. Effective Date.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Nelson Rodriguez		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	April 28, 2021	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X				
			Public Hearing: (Enter X in box)	Yes	No
				x	x
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
85-512413					x
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐		
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department: Information Technology	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT AND FIVE-YEAR MASTER SERVICE AGREEMENT WITH COMCAST BUSINESS FOR BROADCASTING ACCESS ON COMCAST CHANNEL 77 AT A COST NOT TO EXCEED \$5,700.00 PER YEAR (\$475/MONTH).

Staff Summary:

The Information Technology department is proposing the restoration of the City Government Access Channel to Comcast customers on Channel 77. To accomplish this, the City must sign an agreement with Comcast to provide this service. The channel was previously terminated in efforts to reduce costs when the City filed for financial emergency with the State of Florida. As the City continues to make efforts to increase community participation and conduct business in a transparent manner, Channel 77, historically known as OPATV, will assist in those goals. The use of the channel will include a current announcement board with up-to-date messages, live and pre-recorded video programming, and urgent and emergency notifications.

Financial Impact – This is an unbudgeted program and it is anticipated that the City will pay for four to five months of service this fiscal year, for a maximum charge of \$2,375. All accounts are under review as part of the forthcoming Budget Amendment # 3 and it is anticipated that the budget for internet services will be increased somewhat from

the current \$24,000 to accommodate these charges. Funding of this contract for the new fiscal year is conditional on funds being appropriated for this service in the adoption of next year's budget.

Additionally, although the subject this agenda item is a Comcast contract, to provide the full financial impact of restoring OPATV, the City will have to acquire hardware upgrades in support of this program. It is anticipated that this hardware will be less than \$15,000. At this time it is unclear as to whether a budget amendment will be required for this hardware.

Proposed Action:

The Information Technology department recommends approving this resolution for a contract with Comcast which will allow the City to restore the City Government Access Channel to Comcast customers on Channel 77.

Attachment:

Proposal
Agreement

CUSTOMER INFORMATION (for notices)

Primary Contact: Nelson Rodriguez

Title: Dir of IT

Address 1: 780 FISHERMAN ST, 4th floor

Address 2:

City: Opa-Locka

State: FL

Zip: 33054

Allowable Contract Date:

Phone:(786) 897-2892

Cell:

Fax:

Email:nrodriguez@opalockafl.gov

Contract Generated Date:03/25/2021

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:

\$ 475.00

Total Trunk Services Monthly Recurring Charges:

\$ 0.00

Total Off-Net Monthly Recurring Charges:

\$ 0.00

Total Monthly Recurring Charges (all Services):

\$ 475.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:

\$ 0.00

Total Trunk Services Standard Installation Fees:

\$ 0.00

Total Off-Net Standard Installation Fees:

\$ 0.00

Total Standard Installation Fees (all Services):

\$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:

\$ 0.00

Amortized Custom Installation Fee

\$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees:

\$ 0.00

Total Monthly Recurring Trunk Services Equipment Fees:

\$ 0.00

Total Monthly Recurring Equipment Fees (all Services):

\$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming it's PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)		
Signature:	Signature:	Sales Rep:	Joan Bell
Name:	Name:	Sales Rep E-Mail:	joank._bell@comcast.com
Title:	Title:	Region:	Florida
Date:	Date:	Division:	Central

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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name:

City of Opa-Locka

Date:

March 25, 2021

MSA ID#:

FL-13112561-BFrei

SO ID#:

FL-13112561-BFrei-19184674

Short Description of Service:

Service Term (Months):

36

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	ENI10100	Port	18601 NW 2ND AVE-City of Opa-Locka		South Florida			\$ 86.89	\$ 0.00
2	New	Add	EQP FEE	Equipment Fee	18601 NW 2ND AVE-City of Opa-Locka					\$ 0.00	\$ 0.00
3	New	Add	ENI10100	Port	215 N PERVIZ AVE-PEG-City of Opa-Locka		South Florida			\$ 86.89	\$ 0.00
4	New	Add	EPL-BASIC-25	25 Mbps	215 N PERVIZ AVE-PEG-City of Opa-Locka	18601 NW 2ND AVE-City of Opa-Locka		PT1	Interstate	\$ 301.22	\$ 0.00
5	New	Add	EQP FEE	Equipment Fee	215 N PERVIZ AVE-PEG-City of Opa-Locka					\$ 0.00	\$ 0.00
* Services Location Details attached						Total				Service Charges: \$ 475.00	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)										Equipment Fees: \$ 0.00	

SERVICE LOCATION DETAIL INFORMATION

Account Name: City of Opa-Locka

MSA ID#: FL-13112561-BFrei

SO ID#: FL-13112561-BFrei-19184674

Date: March 25, 2021

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	215 N PERVIZ AVE-PEG-City of Opa-Locka	215 N PERVIZ AVE	PEG	OPA LOCKA	FL	33054				Nelson Rodriguez	(786) 897-2892	nrodriguez@opalo-ckafl.gov	Yes	No
2	18601 NW 2ND AVE-City of Opa-Locka	18601 NW 2ND AVE		MIAMI	FL	33169				Karl Wright	(954) 868-6341	karl_wright@comcast.com	Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CSC	CLV	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	KC	MI	MAT	MTN	MN	NYC	NAL	NCA	OR	PC	SFL	SCA	STN	SWF	SWT	TUC	UT	WA	WKY	WNE	
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT4	PT3	PT2	PT3
Central & Western PA (PA)	PT3	PT1	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT4	PT2	PT2	
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT4	PT3	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT4	
Charleston (CSC)	PT2	PT3	PT3	PT4	PT1	PT4	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT3	PT3	
Cleveland (CLV)	PT3	PT1	PT3	PT3	PT4	PT1	PT4	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT4	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT4	PT4	PT3	PT3
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT2	PT4	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3	
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT4	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3
Dallas (Dal)	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT4	PT1	PT4	
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT4	PT1	PT2	PT4	PT2	PT2	PT3	PT3	PT3	PT4	PT2	PT3	
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT1	PT3	
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT4	PT3	PT1	
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT2	
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2	
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT4	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT4	PT4	PT2	PT2	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT2	PT3	
Kansas City (KC)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT1	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT1	PT2	PT3	PT2	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2	PT2	
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3
New York (NYC)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT1	PT3	PT4	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT2	
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT4	PT4	PT2	PT3	PT4	PT2	PT2	PT2	PT3	PT3	PT4	PT2	PT3		
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT4	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT1	PT2	PT3	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4	
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT1	PT3	PT4	PT2	PT4	PT4	PT3	PT3	PT2	PT2	PT3	PT4	
Panama City (PC)	PT2	PT3	P2	PT3	PT3	PT4	PT3	PT2	PT2	P2	PT1	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT1	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT3	PT1	PT4	PT3	PT2	PT3	PT3	PT3	PT4	PT2	PT3		
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT4	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT2	PT3	PT4	
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT2	PT4	PT4	PT2	PT3	PT4	PT1	PT3	PT2	PT3	PT3	PT4	PT1	PT3	
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT3	PT2	PT4	PT3	PT1	PT3	PT3	PT3	PT4	PT2	PT3	
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT3
Tucson (TUC)	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT2	PT3	
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT4	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT1	PT2	PT3	PT4	
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT2	PT2	PT3	PT4	PT2	PT4	PT4							

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FL-13112561-BFrei	MSA Term: 60 months	Customer Name: City of Opa-Locka
CUSTOMER INFORMATION		
Primary Contact: Nelson Rodriguez	<u>Primary Contact Address Information</u>	
Title: Dir of IT	Address 1: 780 FISHERMAN ST, 4th floor	
Phone: (786) 897-2892	Address 2:	
Cell:	City: Opa-Locka	
Fax:	State: FL	
Email: nrodriguez@opalockafl.gov	Zip Code: 33054	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page, (2) General Terms and Conditions, (3) PSA(s) and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name:	
Title:	
Date:	
COMCAST USE ONLY (by authorized representative)	
Signature:	Sales Rep: Joan Bell
Name:	Sales Rep Email: joank._bell@comcast.com
Title:	Region: Florida
Date:	Division: Central

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 20/20 MEDIA BENCH ADVERTISING OF OPA-LOCKA, LLC. FOR THE INSTALLATION OF BUS BENCHES / STREET FURNITURE IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the need for comfort and convenience in order to accommodate patrons of public transportation within the City; and

WHEREAS, Section 337.408 (1), Florida Statutes provides, in part, that benches or transit shelters, including advertising displayed on benches or transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway, provided that such benches or transit shelters are for the comfort or convenience of the general public or are at designated stops on official bus routes; and

WHEREAS, the City desires to provide bus shelters along bus routes in recognition of public need for comfort and convenience while patronizing public transportation within the City; and

WHEREAS, Section 337.408, Florida Statutes further provides that "a municipality or county may authorize the installation, without public bid, of benches and transit shelters, together with advertising displayed thereon within the right-of-way limits of such roads"; and

WHEREAS, the City desires to permit 20/20 Media Bench Advertising of Opa-Locka, LLC. to furnish and maintain bus benches throughout the City for a portion of the advertising proceeds consistent with the Agreement attached hereto as Exhibit "A"; and

WHEREAS, 20/20 Media Bench Advertising of Opa-Locka, LLC. desires to will work with the City to determine appropriate locations where the bus benches will be furnished and maintained; and

WHEREAS, in exchange for furnishing and maintaining the bus shelters at no direct cost to the City of Opa-Locka, 20/20 Media Bench Advertising of Opa-Locka, LLC. shall have the sole and exclusive rights to advertise on said bus benches.

NOW THEREFORE BE IT 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 Manager is hereby authorized to enter into and execute an agreement with 20/20 Media Bench Advertising of Opa-Locka, LLC. for the installation of bus shelters, in the form as the attached Exhibit "A".

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

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

Matthew A. Pigatt, Mayor

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

ATTEST:

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	04/28/2021	Item Type: (Enter X in box)	Resolution	Ordinance Other	
			X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading
		X			2nd Reading
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)		Yes
					No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		RFP # <i>Piggyback Contract</i>
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)
	X				
Sponsor Name	City Manager		Department:		City Manager

Short Title:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to enter into an agreement with 2020 Media Group, LLC. for the installation of Bus Benches/Shelters.

Staff Summary:

The City Administration has determined that there is a great need for additional bus benches at stops serviced by Metro Bus and City Shuttle Service. This agreement provides a minimum of at least 75 bus benches and 5 Eco bus shelters. There is guaranteed revenue equal to the average number of benches times \$100 annually plus the average number of Eco trash bins times \$50 annually. The City will receive 10% of the gross collected advertising revenue if this amount exceeds the annual guaranteed revenue.

Financial Impact

The minimum revenue from the the above indicated minimum number of bus benches and bus shelters will be \$11,250. This revenue will be partially offset by the expense the City will incur from collecting and disposing the contents of the Eco trash bins monthly or more frequently as needed.

Proposed Action:

Staff recommends approval of this agreement.

Attachment:

1. Agenda Cover Memo
2. 2020 Media Group, LLC Commercial Lease Agreement
3. Florida Statute 37.408

AGREEMENT FOR ADVERTISING AND PLACEMENT OF STREET FURNITURE

THIS AGREEMENT is made and entered into to be effective on the ____ day of _____, 2021, by and between the City of Opa-Locka, Florida, (hereinafter referred to as "City"}, and 20/20 MEDIA BENCH ADVERTISING OF OPA-LOCKA, LLC., a Florida corporation, with administrative offices at 215 W Donegan Avenue, Kissimmee, Florida 34741 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Contractor seeks an Agreement with City, pursuant to §337.408(2), Florida Statutes, authorizing the placement by it of bus benches and other street furniture, and the maintenance of ten bus shelters owned by the City, including installation of solar panels for illumination purposes, hereafter known collectively as “Street Furniture”, along public streets and thoroughfares and other localities within the City, which serves the public convenience and necessity; and

WHEREAS, the Contractor desires to enter into a contractual agreement with City by this Agreement regarding the placement and the sale of advertising on such “Street Furniture”; and

WHEREAS, City finds that it will be in the best interest of the citizens for the placement and maintenance of “Street Furniture” on City rights-of-way.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and Agreements hereinafter set forth, it is mutually agreed and covenanted as follows, to-wit:

1. **LICENSE GRANT.** City does hereby grant unto the Contractor, its successors and assigns, subject to the conditions stated herein, the sole and exclusive license, privilege, and right to place “Street Furniture” along public streets and thoroughfares, and other localities which will serve the public convenience and necessity within the City. All “Street Furniture” are and shall remain the exclusive personal property of the Contractor which Contractor shall be solely responsible for their erection, safety, and maintenance. It is the express intent of City that the City's rights-of-way, which are the subject of this Agreement, are not dedicated to First Amendment activity and that by this Agreement, City is acting in its proprietary capacity to generate revenue for the City.

2. **STREET FURNITURE.** Unless approved by City, no more than one “Street Furniture” shall be placed at a bus stop location. All “Street Furniture” shall be placed at locations as approved by the City.

The City service area shall be defined as streets, roads, and/or highways traveled by City bus routes. "Street Furniture" shall be placed, maintained, and relocated as required by City or designated agent and pursuant to the Florida Administrative Code, Chapter 14, Department of Transportation. The "Street Furniture" are for the convenience of the public. All "Street Furniture" shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities".

The ten city owned shelters shall be maintained by Contractor.

3. SITE LOCATION AND APPROVAL Prior to the placement of any new "Street Furniture" by the Contractor within the City, the Contractor shall submit to the City a list of such proposed sites which have been selected for said "Street Furniture", and shall obtain the placement approval for such sites from the City and from any other governmental authority necessary to carry out such placements.

All locations must be approved by the City or designated agent. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar areas needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, Contractor may locate "Street Furniture" on private property within the service area provided, however, that the Contractor secures, at its own expense, written leases, authorizations, or grants of easements from the owners of such property as may be necessary, and provided further that such "Street Furniture" shall be subject to compliance with the provisions of this Agreement.

4. PLACEMENT. Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, must adhere to all federal, state, and local laws, ordinances, and regulations. Where rights-of-way prohibit the pouring of concrete slab to facilitate the installation of street furniture, Contractor shall install an alternate design to insure no disruption of service, provided that such alternate design adheres to all federal, state, and local laws, ordinances, and regulations. Contractor agrees to install the items set forth in Exhibit "A", attached hereto.

No Street Furniture placed in the right of way, may unless otherwise authorized, be placed so that the angle of its long diversion in relation to the curb line is greater than forty-five degrees (45), and no Street Furniture, unless otherwise authorized, may be placed so that it is closer than eighteen inches (18) to the face of the curb.

The following safety considerations shall also apply:

- A. A minimum five-foot setback from the adjacent roadway shall be maintained wherever possible.

- B. A minimum three-foot sidewalk clearance shall be maintained.
- C. Intersection corner. Any variance to this footage will require written approval by the City prior to the placement of any Street Furniture.

5. **DESIGN.** Pictures of the “Street Furniture” design are attached hereto as Exhibit B. The size, shape, configuration, and location of each and every Street Furniture is subject to prior approval by the City.. All Street Furniture shall be erected in public rights-of-way along the street frontage, other public locations for pedestrian convenience, and any other location the City deems appropriate. Any design proposals submitted hereafter shall include a complete set of drawings detailing the design and construction of any and all “Street Furniture” proposed to be placed in the service area. The City or designee shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing. Contractor may propose use of a different “Street Furniture” design, type, and construction that may be more compatible to a unique location.

All “Street Furniture” shall meet or exceed hurricane wind resistance building code requirements. Contractor shall locate and design the street furniture so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

All “Street Furniture” shall be Americans with Disabilities Act (“ADA”) compliant.

To ensure Street Furniture are available for use by bus customers, the City requires the use of Street Furniture with loitering deterrent devices, designed to discourage or prevent users from occupying the Street Furniture in a prone position.

The Parties acknowledge that certain sections of the City have unique charm and character and Contractor may propose the location and use of a different Street Furniture, type and construction more compatible to those areas upon approval of the City. Contractor shall make all requests for approval to deviate from the standard Street Furniture construction and design to the City Manager or designee who will approve or reject such deviation in whole or in part at his or her sole discretion, provided, however, that the City Manager may refer any request to the City Commission for its formal approval.

6. **ADVERTISEMENTS.** Contractor agrees that it shall utilize the “Street Furniture” for advertising pursuant to design diagrams attached hereto. All advertising shall meet the following criteria:

A. **Designated Area Only.** No advertisement or sign on any “Street Furniture” shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

B. **No Offensive/Objectionable Ads.** No advertisement or sign on any “Street Furniture” shall be displayed which would be offensive or objectionable to the public, or which advertises competing services or products directly in front of competing businesses primarily devoted to

providing such services or products. Should the City or designee, in its sole discretion, determine any advertising on any “Street Furniture” to be indecent or vulgar, the Contractor shall remove all such advertising within twenty-four hours after the City or designee serves notice upon the Contractor requiring the removal of such advertising pursuant to this paragraph.

C. No Ad to Interfere with Traffic. No advertisement or sign on any “Street Furniture” shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

D. No Political/Controversial Ads. The Contractor shall be prohibited from placing any advertising with respect to political campaigns, whether the campaigns involve issues or offices, on any of the “Street Furniture”. In addition, the Contractor shall not place advertising on any “Street Furniture” that takes a stand on locally controversial issues.

E. Contractor Sole Advertising Right The Contractor shall have the exclusive right and the sole privilege to place advertisements of desirable businesses upon the “Street Furniture” and to rent, license, or sell the right to use said “Street Furniture” advertising purposes.

F. Nonpublic Forum. It is the intent of the City that such “Street Furniture” at all times shall remain a nonpublic forum. There shall be no liquor, tobacco, x-rated movies, adult bookstore, massage parlor, pawn shop, tattoo parlor, firearms, or check cashing advertising of any nature whatsoever place upon such “Street Furniture”.

G. Other Limitations on Ads. No advertising shall be accepted by the Contractor that is:

1. False, misleading or deceptive; or
2. Obscene, pornographic or sexually suggestive; or
3. Defamatory or scornful of a particular individual or group or persons; or
4. Inflammatory or supportive of lawlessness or violent action; or
5. Promoting alcohol, illegal drugs, firearms or tobacco products; or
6. Promoting illegal or destructive behavior.

Upon notice of such disapproval, the Contractor shall remove such advertisement. The Contractor agrees and understands it shall be totally responsible for the loss of any monies relating to such advertisement removal.

Advertising of brand liquor, cigarettes, firearms, massage parlors, adult bookstores, adult theaters, adult escort services, and nude, pornographic, erotic, obscene or objectionable matters are prohibited. No defamatory, religious, ethnic, racial, discriminatory or politically offensive advertising, nor acts of violence, criminal activity or derogatory statements against the governments of the United States, State of Florida or local government or law enforcement agencies is permitted.

The Street Furniture advertising panel shall have a solid background with lettering composed of not more than three colors, plus any logo or trademark colors. Day-glow paints or any psychedelic painting is expressly prohibited.

The advertising panel for Street Furniture shall not exceed a maximum size of twenty-four (24) inches by eighty-four (84) inches and be constructed of plywood or other suitable materials approved by the City. All advertising including any illustrations, design, arrows, characters, numbers, letters and similar markings shall appear only on the back panel of the Street Furniture and not on any other part of the Street Furniture. An artificially lighted Street Furniture-advertising panel is expressly prohibited. Contractor shall make all requests to deviate from the standard advertising panel design and construction to the City Commission, which may approve or reject such deviation in whole or in part at its sole discretion.

H. **Public Service “Street Furniture”.** Contractor shall provide up to ten percent (10%) of its “Street Furniture” for public service advertising for the City or its designee, and no fees or revenue calculation shall apply to these “Street Furniture” at the time when such public service advertising is in place. The Contractor shall provide the “Street Furniture” at no cost to the City with the cost of advertising panel artwork and production paid for by the City. No guaranteed or minimum advertising fees or revenue calculation shall apply to under said circumstance. The advertisement copy shall be provided by the City or designee to Contractor with no more than one “Street Furniture” panel change per location per year. Contractor and the City or designee shall mutually agree upon the location of the public service “Street Furniture”. These “Street Furnitures” are reserved for programs under the direction of and are funded by or through the City or designee, and non-profits do not qualify under this section, as a reduced rate is provided for such organizations.

7. **FEE/REVENUE.**

A. **Schedule.** The following schedule shall apply:

Guaranteed Revenue to City:

Year	Per Unit Per Month
1-5	\$10
6-7	\$11
8	\$12
9	\$13
10	\$15

Guaranteed Revenue is the minimum revenue when the City participates in revenue sharing. The schedule for revenue sharing is provided herein as Exhibit “C”. Units include the number of City-owned bus shelter maintained by the Contractor, and in which Contractor will place advertisements.

Individual Statements (for each respective medium) of all advertisers, respective total advertising dollars collected (for the year) for each, shall be presented by Contractor to City; along with payment of any monies due above and beyond the guaranteed amount. Additionally, all back-up shall be kept and provided upon request.

B. Monthly Fee Due Date. Monthly fees shall be paid 15 days after the end of the previous month.

C. Renewal Option Fee Schedule This Agreement contains a one-time renewal option to for an additional five-year contract period, providing that all terms and conditions of such renewals are acceptable to both parties.

8. **MAINTENANCE.** Contractor shall maintain, repair, clean, and service all “Street Furniture”. All such work shall be performed at the sole expense of the Contractor. The Contractor shall at all times maintain the aforesaid “Street Furniture” in a good and neat condition, and shall promptly remedy any defects in the maintenance or physical condition of such “Street Furniture” when it becomes aware of such defects, or when it is notified by City. “Street Furniture” and areas surrounding shall be inspected, cleaned, and any necessary repairs shall be made three times a week, or whenever notified by the City or designee that a “Street Furniture” needs cleaning or repair, whichever is sooner. Trash cans shall be serviced at each “Street Furniture” owned by Contractor and at any trash can owned by the City that is next to a “Street Furniture” at least three times per week (a fee, which will be negotiated and agreed upon will be levied if the trash can is not serviced after four hours after Contractor is notified, notifications will be received no later than one p.m. Monday - Friday), or as many times as necessary to maintain high standards of cleanliness and sanitary condition. Failure of the Contractor to remedy any defects within thirty days after receiving notice of same shall constitute a breach of this Agreement. Contractor further agrees to repair and maintain the ten (10) city owned bus benches described in Exhibit “D” to this Contract.

Contractor shall be responsible for cutting the grass within a two-foot radius around all Street Furniture. It shall also be responsible for weed and pest control in said same area; Pick up and remove all trash in the area (including on the Street Furniture); Empty and remove all trash from Street Furniture, as well from any receptacles placed at bench locations; Empty and remove recycled materials from Street Furniture; and properly clean and sanitize all Street Furniture.

Each of the above shall be performed according to a mutually agreed upon schedule between Contractor and City, and more often if Contractor reasonably requests additional maintenance.

9. **REMOVAL** The Contractor shall retain the right to remove any “Street Furniture” upon thirty days notice to the City in the event Federal, State, Municipal, or other proper authority should hereafter establish any rules, regulations, or taxations which shall so restrict location, construction, maintenance or operation of the “Street Furniture” as to substantially diminish the value of said “Street Furniture” for advertising purposes, or in the event of "chronic vandalism."

"Chronic Vandalism" shall be defined as damage inflicted to an individual "Street Furniture" during any one-year period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the "Street Furniture".

Upon termination of this Agreement for Cause and if the 30 day cure period is not met, the Contractor agrees to remove immediately all of its "Street Furniture" and if it fails to do so within thirty days after notice has been mailed by the City to the Contractor at the address set forth in Section 20(B) of this Agreement, the City shall have the right to remove said "Street Furniture" and the Contractor agrees to pay the City the costs for such removal and site restoration, plus the cost of storage or disposal of said "Street Furniture".

Upon removal of any or all "Street Furniture" installed by the Contractor, all materials shall be removed from the site. The site shall be restored to the condition as it existed before installation of the "Street Furniture", including complete restoration of any sidewalk upon which said "Street Furniture" was located.

10. **TERM.** The term of this Agreement begins on the date it is last executed by the parties hereto and shall continue for a term of **five (5) years**.

The contract may be extended for one additional term of **five (5) years**. The City may unilaterally extend the term of this Agreement by written notice to the Contractor at least sixty (60) days before the expiration of the then expiring term. All other terms and conditions of this Agreement shall apply for the duration of the extension period(s).

11. **TERMINATION.**

A. Expiration of Term. This Agreement shall terminate at the end of the term of this Agreement and any applicable extension(s).

B. Termination by City. This Agreement may be terminated by the City for convenience upon one hundred and eighty (180) calendar days-notice to the Contractor or this Agreement may be terminated by the City for cause immediately upon the failure of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement, including but not limited to the violations of any state, federal, or local laws and ordinances. Upon written notice to the Contractor, such termination shall be effective thirty (30) days following the date of the receipt of such notice by the Contractor.

C. Unauthorized Assignment by Contractor. The Contractor shall have the right to contract with other parties for the construction, placement, and maintenance of said benches, and for the solicitation of advertisements thereon; provided however, that the Contractor shall have no right to assign this Agreement to another party without first obtaining the written consent of City. Failure to obtain the written consent of City shall be grounds for termination of this Agreement.

D. The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City if the City determines that the Contractor is in default with regard to any provision of this contract and the default has not been cured, the City shall give notice to the Contractor and the Contractor shall have 30 days to cure the default. If the default is not cured, then the City may give notice to terminate the contract.

E. Upon receipt of the notice of termination, the Contractor shall, at Contractor's expense, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

F. Upon notice that Contractor has failed to comply with any city, county or state rule, regulation ordinance and laws.

G. The City shall pay the Contractor costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Contractor pursuant to this Agreement. The Contractor shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Contractor's sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other liability to the Contractor related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Contractor for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

12. **INDEMNIFICATION.** The Contractor agrees to save harmless, indemnify, and defend City and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims relating to this Agreement. Such payment on the behalf of the City

shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Contractor covenants and agrees to indemnify and hold the City harmless for any death of or injury to persons or damage to or loss of property, which may occur as a result of Contractor performance under this Agreement. Contractor also specifically agrees to defend the City in the event any claim is made against the City as a result of any such death, injury or damage, and to pay all costs, judgments and fees, including attorney's fees, which may be incurred by the City as a result of such a claim. If called upon by City, Contractor shall assume and defend not only itself but also City in connection with any suit or cause of action in connection with such claim, and such defense shall be at no cost or expense whatsoever to City.

13. PUBLIC RECORDS, ACCOUNTS, AND STATEMENTS

The City of Opa-Locka is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. 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
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

Contractor shall keep at a location within Miami-Dade County, Florida, approved by the City, true, accurate, and complete records and accounts of all advertising sales, expenses, and other business transacted under this Agreement throughout the term of the Agreement, including the extension, and for five (5) years following the expiration or cancellation of this Agreement.

Contractor agrees to and shall give City or City's representative access to examine and audit its applicable records and accounts during reasonable business hours upon seven (7) business days notice. Contractor shall maintain such records pursuant to generally accepted accounting and auditing standards.

Within sixty (60) days after each fiscal year, Contractor shall deliver to the City a written annual financial statement pertaining to their operations under this Agreement. Said statement shall be prepared in accordance with generally accepted accounting and auditing standards and shall be certified as true,

accurate and complete by Contractor, by and through an authorized independent Certified Public Accountant.

14. QUALITY REPORTS

In addition to the requirements of Section 7(a) herein, Contractor shall submit to the City a Quarterly report within (15) business days after the end of each quarterly period of the Agreement. Each report shall contain the following:

- (a) The location and date of installation of Street Furniture installed during the prior period.
- (b) The Location and date of removal of any bus benches and/or removed during the prior period.
- (c) A listing of all Street Furniture located within the City. The list shall include identifying numbers and locations at the end of prior quarter.
- (d) Application for permission to install Street Furniture during the upcoming quarter. The form of the application to be approved by the City. No fee will be charged the Contractor.
- (e) All reports and maps, including the annual financial statement, shall be sent to the Contractor's Contract Administrator. The form of the report to be developed by Contractor is subject to the prior approval of the City or City's Contract Administrator.

15. PERMITS

Contractor shall have the sole responsibility to complete all City form(s) necessary to request approval to place a bus bench or Street Furniture at a particular location. Contractor does this with the understanding that no permit fees will be charged by the City.

Contractor is responsible, at its sole cost and expense, to secure all necessary County, State and Federal licenses and permits for the installation of the benches and Street Furniture, which may be required.

16. SUPERVISION OF CONTRACTOR PERFORMANCE

The City Manager shall administer the Agreement for the City. The City Manager may delegate to other City staff all or part of the supervision of Contractor performance under this Agreement.

17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Personal services provided by Contractor shall be by employees of Contractor or Independent Contractors subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to goods and services rendered under this Agreement shall be those of Contractor. It is the intent of the parties that Contractor principles or senior management personnel will be available for the entire initial contract term. Personnel of equal or higher qualifications may replace such personnel, subject to prior City Manager or designee approval, which shall not be unreasonably withheld. The City acknowledges that Contractor may subcontract all or part of its obligations under this Agreement.

Substitution of subcontractors shall be done only with the prior written approval of the City Manager, which approval shall not be unreasonably withheld.

18. **INSURANCE AND PERFORMANCE**

At all times during the term of this Agreement, Contractor, at its sole cost and expense, shall maintain in full force and effect, public liability insurance with coverage as follows:

- (a) Not less than one million dollars (\$1,000,000) with two million dollars (\$2,000,000) aggregate for death of or injury to, any one person in any one occurrence.
- (b) Not less than one million dollars (\$1,000,000) with two million dollars (\$2,000,000) aggregate for death of, or injury to, two or more persons in any one occurrence.
- (c) Not less than one million dollars (\$1,000,000) with two million dollars (\$2,000,000) aggregate property damage in any one occurrence.

Certificates of such insurance shall be delivered to City prior to the beginning of any operations under the Agreement; such policies shall name the City as additional insured and shall provide that City's Risk Manager be given at least thirty (30) days advance written notice of cancellation or material modification.

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide, pay for and maintain in force the insurance coverage set forth in this section during the term of this Agreement, and any extension thereof.

A. Comprehensive General Liability Insurance. Minimum limits of five hundred thousand dollars (\$500,000.00) per occurrence combined single limit or limits as otherwise specified by the City for bodily injury damage and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- A. Premises and/or operations
- B. Independent Contractors
- C. Broad Form Property Damage
- D. Broad Form Contractual Coverage applicable to this specific contract, including a hold harmless or indemnification agreement

The City shall be an additional insured to the extent of the work forming the subject matter of this Agreement.

B. Automobile Insurance. Automobile liability insurance with a minimum combined single limits of three hundred thousand dollars (\$300,000.00) for all hired, owned and non-owned vehicles. The City shall be an additional insured to the extent relevant to the subject matter of this Agreement.

C. Workers' Compensation. Florida statutory workers' compensation and employers liability required by law.

D. Installation Floater. An Installation Floater in the amount equal to 100 percent of the completed value of the structure is required when Builder's Risk Insurance is not appropriate and there are materials to be installed. Examples include air conditioning equipment, boilers, processing machinery from manufacturing plants, and similar items. The Installation Floater usually is the only satisfactory method of providing coverage for the installation of expensive equipment in an existing building. Coverage must be written on an ALL risk basis. All deductibles are the responsibility of the Contractor.

E. Owners and Contractors Protective Liability. All contractors performing work with a proposal price of more than \$500,000.00 must include an Owners and Contractors Protective Liability Policy. The liability limit must be combined single limits of not less than \$1,000,000. This must be indicated on an Occurrence Form.

F. Professional Liability Insurance. The architect, engineer, consultant, etc. shall procure and maintain for the life of this Contract/Agreement, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this Contract/Project. The minimum limits of coverage shall be \$1,000,000 or as otherwise specified by the City.

Professional Liability policies shall include an endorsement whereby the Contractor's engineer, architect, or other professional indemnifies and holds harmless the City of Opa-Locka and each officer, agent and employee of the City of Opa-Locka against all claims against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of Contractor's engineer, architect or other professional or anyone employed by the Contractor's engineer, architect or other professional.

G. Insurance Companies. All carriers shall be admitted to the State of Florida and shall be "A" rated with a minimum financial size category of VII, according to the A.M. Best Co. Key Rating Guide, latest edition. Insurance carriers shall be acceptable to the City. Certificates of insurance shall be provided to the City and shall reflect the City as an additional insured on liability coverage. The certificates shall provide for a minimum of thirty (30) days' notice of cancellation or non-renewal. This certificate notification shall not relieve the Contractor of notifying the City of any such occurrence.

19. CONFORMITY TO LAW

Contractor shall comply with all applicable laws, ordinances, regulations, and orders of Federal, State, County and municipal authorities pertaining to CITY performance under this Agreement. Contractor covenants and agrees that there will be no discrimination as to race, color, creed or national origin in Contractor performance of the Agreement.

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In

addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, 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.

Contractor shall not engage in or commit any discriminatory practice in violation of the Miami-Dade County Human Rights Act (Miami-Dade County Code) in performing any services pursuant to this Agreement.

20. GENERAL PROVISIONS. For the purposes of this Agreement, the following covenants, conditions, and terms shall be deemed general provisions of this Agreement:

a. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, theft, fire, public enemy, floods, fires, epidemics, quarantine regulations or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

Further, the City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from the public utility needed for their performance, provided that:

- (a) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- (b) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (c) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- (d) The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, however, provided extenuating circumstances, the City may excuse performance for a longer term.

- (e) Economic hardship of Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this provision of the Agreement.

b. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To Contractor:

Attention: Joel C Davis
215 W Donegan Avenue
Kissimmee, Florida 34741

To City:

Attention: John E. Pate
City Manager
780 Fisherman Street
Opa-locka, FL 33054

Copy to:

Burnadette Norris-Weeks, Esq.
401 NW 7th Avenue
Fort Lauderdale, FL 33311

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

c. **Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

d. **Consent** Where this Agreement calls for the consent of a party, such consent shall not be unreasonably withheld, except as expressly set forth herein.

e. **Headings.** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

f. **Gratuities.** Neither the Contractor nor any of its employees, agents and representatives shall offer or give to an officer, official, or employee of the City gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges knowledge of the State of Florida's ethics statutes and, to the extent applicable, the Contractor agrees to abide with such statutes.

G. **Conflict of Interest** The Contractor hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance that it believes any officer, employee, or agent of the Contractor now has or will have. Said disclosure shall be made by the Contractor contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City. Failure to disclose a conflict of interest shall be grounds for termination of this Agreement.

H. **Survival.** All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

I. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Miami-Dade County and that all litigation between them in the Federal Courts shall take place in the Southern District in and for the State of Florida.

J. **Interpretation.** For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

i. If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Contractor shall immediately notify City and request clarification of City's interpretation of this Agreement.

ii. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

K. **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance

hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

L. Compliance with Laws. The Contractor shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of Federal, State, and local officials relating to the subject matter of this Agreement.

M. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

N. Successors and Assigns. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto.

O. Entire Agreement. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire Agreement among the parties relating to this matter, and no other Agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

P. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute a single agreement.

Q. E-verify

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the respective dates under each signature.

CITY: CITY OF OPA-LOCKA

By: _____
John E. Pate, City Manager

Date: _____

ATTEST:

By:

(Seal)

(Seal)

City Attorney, as to form

**Contractor: 20/20 Media Bench Advertising of
Opa-locka, LLC**

By: _____
Joel C Davis, President

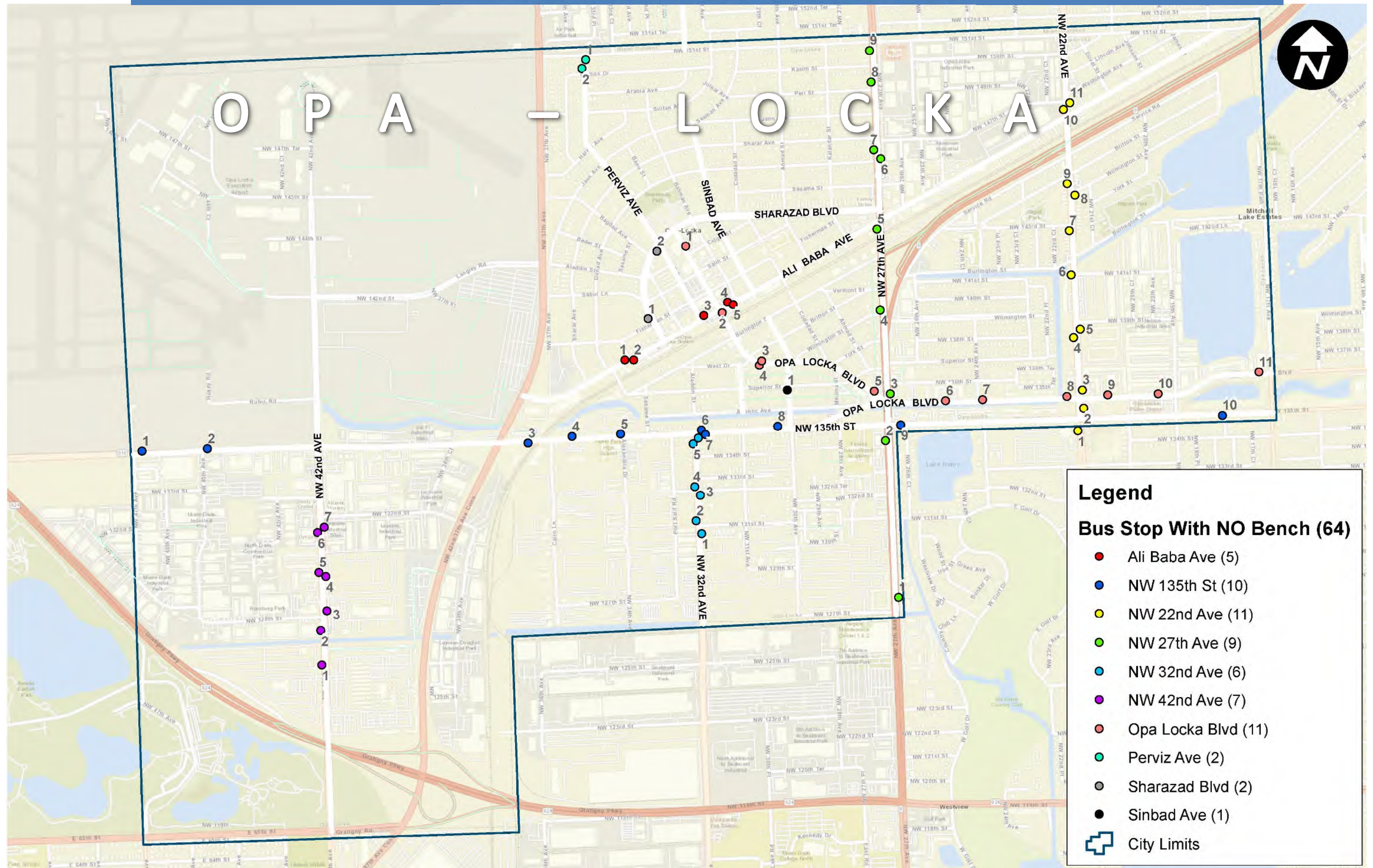
Date: _____

Witness: _____

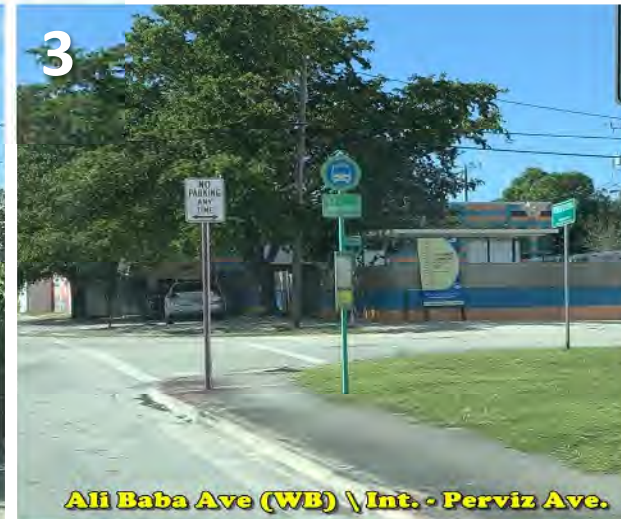
Witness: _____

CITY OF OPA-LOCKA & MIAMI DADE COUNTY

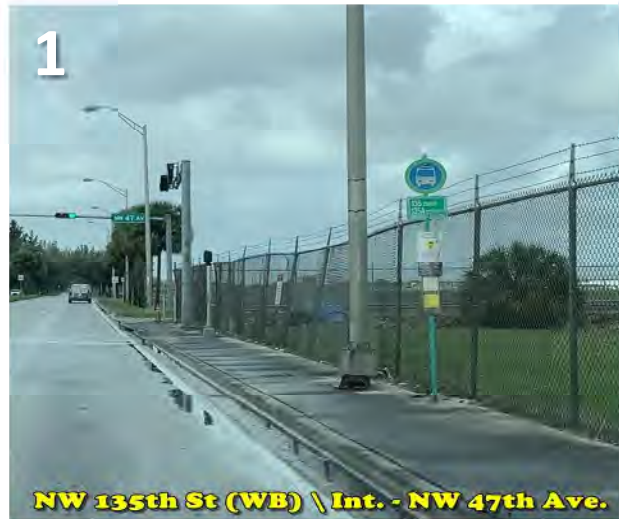
BUS STOP WITH NO BENCH



Ali-Baba Ave. (5) ●



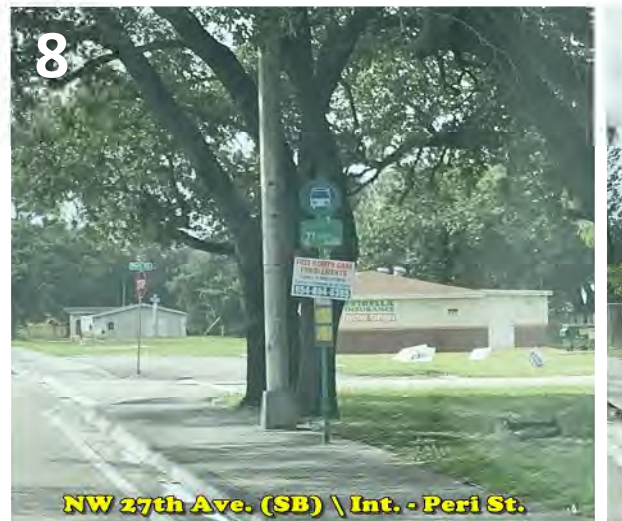
NW 135th St. (10) ●



NW 22nd Ave. (11) ●



NW 27th Ave. (9) ●



NW 32nd Ave. (6) ●



NW 32nd Ave. (6) (Cont'd) ●



NW 42nd Ave. (7) ●



Opa-Locka Blvd (11) ●



Perviz Ave. (2) ●



Sharazad Blvd. (2) ●



Sinbad Ave. (1) ●





Advertising With Vision



RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO DEVELOP AND IMPLEMENT A CRIME STOPPERS PROGRAM, "OPA-LOCKA KEEP IT CLEAN", TO DETER ILLEGAL DUMPING IN THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to develop a policy that will assist with identifying illegal dumping problems which have plagued the City for several years.

WHEREAS, this policy will give residents an incentive to inform law enforcement about problems related to illegal dumping; and

WHEREAS, the City desires to engage the general public to report illegal dumping; and

WHEREAS, it is the intent of the City to establish the "Opa-Locka, Keep It Clean" program, attached hereto as Exhibit "A", which aim is to provide a greater awareness in the community regarding the problem of illegal / open dumping; and

WHEREAS, a program goal is to increase the willingness of community members to take proactive measures to help eliminate illegal / open dumping within the City; improve the quality of life for the community; motivate and improve the relationship between the City and the community-at-large; and provide a cash award for residents.

WHEREAS, this City Commission finds it in the best interest of the City to establish an initiative to deter illegal dumping in the City of Opa-Locka.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to develop and implement a Crime Stoppers Program, "Opa-Locka, Keep It Clean", attached hereto as Exhibit "A", to deter illegal dumping within the City of Opa-Locka.

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

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

Mayor Matthew A. Pigatt

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

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



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

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	04/28/2021	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: 50-534520		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 ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	Vice Mayor Williams		Department:	City Commission	

Short Title:

A resolution directing the City Manager to develop a Crime Stoppers Program "Opa-locka, Keep It Clean" to deter illegal dumping in the City of Opa-locka.

Staff Summary:

It is in the best interest of the City to develop a policy which will help with the existing problem of illegal dumping which has plagued the City for a while. This initiative will give the community an incentive to help the City with the problem of illegal dumping.

Financial Impact – Budget Amendment #3 will include \$10,000 added to Account 50-534520 – Illegal Dumping Removal Division – Operating Expense.

Proposed Action:

Staff recommends the approval of this legislation and upon adoption staff will implement the policy.

Attachment:

Draft policy

List of illegal dumping areas

Caller Reporting Form



CITY OF OPA-LOCKA ILLEGAL DUMPING POLICY

TITLE: Illegal Dumping (“OPA-LOCKA, KEEP IT CLEAN”)

SECTION 1. THE PROGRAM

“OPA-LOCKA, KEEP IT CLEAN” relies on cooperation between the City and the general public to provide an open dialogue of information regarding illegal dumping and criminal activity. Illegal dumping is defined as the unlawful disposal of trash, in an area not designated for such materials, by an individual(s) who is/are not the lawful owner or occupant of the property. It is hereby the intent of the City to establish a successful “Opa-locka, Keep It Clean” program which will aim to provide a greater awareness in the community of the problem with illegal / open dumping, increase the willingness of community members to take proactive measures to help eliminate the illegal / open dumping problem, to improve the quality of life for the community and to motivate and improve relationships between the city and the public at large.

SECTION 2. PROCEDURES

All calls shall be received by the City’s Contact Center at 305.XXX.XXXX (telephone number to be determined). Upon receiving the report(s) of illegal dumping, the information will be processed in the City’s central work order management software (SeeClickFix). A specific category for illegal dumping will be selected which will in turn be assigned a case to a pre-determined staff member. The case will follow a workflow order ensuring that all necessary departments are notified and complete their portion of the request. If the person making the request provides an email address or is using the City’s mobile app (Build Better Opa-locka) they will receive live notifications as the issue is resolved. A member of the community can also submit their notification of illegal dumping via the Build Better Opa-locka mobile app or by

visiting the City's website at www.opalockafl.gov and select the Build Better Opa-locka button on the main page.

The tipster must provide evidence of proof for the illegal dumping. Evidence should include a photo and if dumping took place in a vehicle, include a description of the vehicle. Photos should be uploaded as an attachment on the (SeeClickFix) software.

Callers who attempt to communicate their own criminal acts shall not be considered an "Opa-locka, Keep It Clean" tipsters; and will not be eligible for any type of reward from the program.

SECTION 3. SPECIAL MAGISTRATE

All illegal dumping reports will be evaluated by Code Enforcement and forwarded to the Special Magistrate who will further evaluate offense(s), relevant facts from the caller and shall thereafter be based on the totality of the circumstances, determine the amount of a reward to be paid, ranging from \$50 up to \$1,000. Rewards shall then be distributed to the caller in either a private or public manner, depending on the preference of the caller.

If staff does not evaluate the offense and forward to the Special Magistrate within one week, the Build Better Opa-locka app (SeeClickFix) will escalate the ticket to a supervisor, then to the City Manager. The tipster will receive notification of every step being made until the ticket is closed.

The reward amount will be based on the severity of the Special Magistrates ruling and will also be determined by the approximate amount dumped, per tonnage. The reward amount will be 25% of the total dumping fee (example 70.26 tonnage will cost the City \$1,164.81, therefore the tipster will receive an award in the amount of \$291.20).

After the Special Magistrate makes the final determination, the Police Department will process and make the award.

SECTION 4. ELIGIBILITY

If an "Opa-locka, Keep It Clean" tip leads to an arrest and prosecution of an individual involved in an illegal dumping crime, then the provider of said tip may be eligible to receive a cash reward. The reward amount shall range from \$50 up to \$1,000, depending upon the nature of the crime and the significance of the information provided by the caller which ultimately led to a successful arrest of the violator.

SECTION 5. NON-ELIGIBLE PARTICIPANTS

Any person or persons who committed or were otherwise involved in the planning or commission of the crime of illegal dumping or, who at any time, harbored or concealed the person(s) responsible for the illegal dumping shall not be eligible to receive any reward from the "Opa-locka, Keep It Clean" program.

SECTION 6. EMPLOYEES AND FAMILY MEMBERS OF EMPLOYEES PROHIBITED FROM PARTICIPATING IN THE PROGRAM

Pursuant to this policy an employee shall not solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action or judgement of the employee would be influenced thereby.

The following policy shall be applied to all employees and violations thereof shall subject that employee to disciplinary action up to and including discharge.

The definition of family members are as follows:

Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married.



CITY OF OPA-LOCKA ILLEGAL DUMPING ("OPA-LOCKA, KEEP IT CLEAN")

CALLER REPORTING FORM

Date: _____

Time: _____

Caller Information

Name: _____

Address: _____

Telephone: _____ Email Address: _____

Did you personally observe the incident? Yes ☐ No ☐

Do you know the person who dumped the waste? Yes ☐ No ☐

Date of incident: _____ Time of incident: _____

Location at which you observed the incident:

Dumping Substance:

Animal/meat waste ☐

Cars/automobile parts ☐

Construction/demolition waste ☐

Garden waste ☐

Soil Materials ☐

Clinical waste ☐

Tires ☐

Furniture ☐

Other ☐ **Please describe:** _____

Offender's vehicle details:

Vehicle ☐

Vessel ☐

Trailer ☐

Vehicle Make, Model, Color, Tag:

Report received by:

ILLEGAL DUMPING HOT SPOTS

LOCATION

V/L Across from 1851 Ali Baba Ave.
V/L East of 2070 Ali Baba Ave.
2141 Ali Baba Ave.
2152 Ali Baba Ave.
Burlington St. between 24-25 Avenue
Burlington St. & 23 Pl.
V/L Johnson & Washington Ave. (County property)
V/L next to 2047 Lincoln Ave.
2100 Lincoln Ave.
1981 Lincoln Ave.
1801 Rutland Street
1960 Rutland Street
2061 Rutland Street
21st Block of Rutland
24 Ave. & Superior St.
Across from 2307 Superior St.
Alleyway - 1225-1227 Vermont St.
V/L next to 2016 Washington Ave.
2137 Washington Ave.
Lot next to 2165 Washington Ave.
1940 Washingron Ave.
1841 Wilmington St.
1951 Wilmington St.
V/L - 2061 Wilmington St.
Service Rd. between 18 -20 Ave. (swale)
13911 NW 22 Ave.
13100 NW 27 Ave. (Rear of Wells Fargo V/L)
14701 NW 27 Ave. (Old Jackson Hospital)
2238 NW 136 St.
2260 NW 136 St. (E. side of swale)
127th St. W. of Alexander
130 -131 St. & 30 Avenue (Alleyway)

NOTES

PLANNING & ZONING PUBLIC HEARINGS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, 3805 NW 132 Street, LLC ("Applicant"), owner of the subject property located at 3805 NW 132nd Street, Opa-Locka, Florida 33054, requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property; and

WHEREAS, the Applicant desires to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue; and

WHEREAS, the 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access; and

WHEREAS, the proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick up the material from local areas; and

WHEREAS, the proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste; and

WHEREAS, construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste

materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day; and

WHEREAS, 3805 NW 132 Street, LLC presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on November 17, 2020 and the Planning & Zoning Board recommended approval of the Site Plan by a 5 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, a copy of the Site Plan is attached hereto as Exhibit A.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL

Approval of Final Site Plan Approval. The City Commission of the City of Opa-Locka hereby approves the request for the final site plan approval by 3805 NW 132 Street, LLC. for the construction and demolition waste processing facility on the property located at 3805 NW 132 Street identified by folio 08-2129-010-0090, in the I-3 zoning district.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	4-28-21	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
(Enter X in box)			(Enter X in box)	X	
		X	Public Hearing:	Yes	No
			(Enter X in box)	X	
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	Ex: PTP		(Enter X in box)	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bi#: N/A		
(Enter X in box)		x			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan	
(Enter X in box)	X		Enhance Organizational ☐	Obj/Strategy: (list the specific	
			Bus. & Economic Dev ☒	objective/strategy this item will	
			Public Safety ☐	address)	
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communcation ☐		
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198

square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue

BACKGROUND

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Proposed Action:

Staff recommend approval of this Site Plan. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application pending the following other approvals :

- The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.
- The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
- The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

- The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.
- All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
- All landscaping and parking areas must be provided and maintained as shown in the Construction and Demolition (C & D) Material Resource Facility (MRF) Site Plan;
- Trees to be planted 25' avg. oc.;
- Adequate landscape buffer around parking area;
- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Construction and Demolition (C & D) Material Resource Facility (MRF) site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
- All trash & garbage containers shall comply with the City dumpster enclosure requirements;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

Site Plan Staff Report
 Site Plan
 Site Plan Resolution 11-17-20

PLANNING & ZONING ADVISORY BOARD

November 17th

2020



3805 NW 132 Street, LLC: Final Site Plan Review

APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

LEJEUNE-DOUGLAS IND PARK
PB 115-99
LOT 1 BLK 2
LOT SIZE 198198 SQ FT
OR 18686-4438 0699 1
COC 23843-2531 09 2005 1)

- The subject property is currently own by 3805 NW 132 STREET LLC. according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Truck parking facility and the current land on one parcel (Folio #08-2129-010-0090), zoning for this parcel is I-3.
- The site is located along the Douglas/Le Jeune Road Connector (NW 37th Avenue) and NW 132nd Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 which does not allow for the operation of a C&D. The applicant is proposing to pursue a land use change from I-3 to I-2 in order to accommodate the request (*see Existing Condition Section*).



← NORTH DOUGLAS-LE JEUNE CONNECTOR SOUTH →

Figure 1: Google Street View, dated:

II. Project Details

- **Applicant's intent**

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue.

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Site Computations & Land Development Regulation / Zoning Code | Table 1

Applicant	3805 NW 132 STREET LLC
Folio Number (s)	Opa-locka: 08-2129-010-0090
Address Location	3805 NW 132 nd Street
Building (s) Footprint	Total Site Area – 198,198 SF
	New Warehouse – 50,160 SF
	New Scale House – 300 SF
Floor Area	Total 50,460 SF
Zoning	I-3 – Liberal Industrial

Zoning Code Consistency	The proposed use for a Construction Waste Processing Facility is inconsistent with the I-3 Zoning Code.		
Existing Land Use	Truck Parking Facility / I-3		
Future Land Use Designation	Applicant has applied for a zoning change from I-3 to I-2		
Comprehensive Plan Consistency	The proposed use for a Construction Waste Processing Facility is inconsistent with the Comprehensive Plan with the requested property being I-3. Applicant will be seeking a zoning change to the appropriate zoning designation.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article V Sec. 22-94, 22-112, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front (South)	25 Feet	525 Feet	YES
Rear (North)	20 Feet	40 Feet	YES
Side (East)	15 Feet	15-3 Feet	YES
Side (West)	25 Feet	25 Feet	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	0.43%	YES
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.22 Acres)	50,460 SF (1.16 Acres)	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 45 feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	1,625 SF	Tot Parking Lot 103,084 S.F. Tot Green Space 51,501 S.F.	YES
Landscaping			
Parking Details	Office buildings: pursuant to the Land development Regulation Ordinance 86-8: Article 4, section 22-93. one (1) Parking per 2500 square feet of floor area. * Off. Bldg. = 22.79 spaces Required	Office Bldg. 50,160 S.F. Total Space Provided: 25 Total Spaces 24 Regular Spaces 1 Handicapped Spaces	YES
Landscape/ Pervious Lot Coverage	20% minimum required pervious	30% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office.		

Local Government Action Required	- A copy of notice for advertisement titles were given to the Clerk's Office on Monday, September 28th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17th, 2020. - City Commission Meeting: TBD
	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.

III. Overall Analysis

Existing Conditions:

The proposed facility requests final site plan review in order to operate a C & D MRF at the subject property.

- The Subject Property is generally surrounded by I-3 properties to the north, east and south and I-4 to the west.
- The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
- The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
- The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
- The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
- Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.



Enlarged Aerial View of 3805 NW 132 Street

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North South	Industrial	Industrial	I-3 (Liberal Industrial)
	Industrial	Industrial	I-3 (Liberal Industrial)
East	Industrial	Industrial	I-4 (Lib. Ind. Storage and Salvage)
West	ROW	Douglas/Le Jeune Road Connector (NW 37th Avenue)	ROW

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- **Findings:**

- The proposed development use 'Construction and Demolition (C & D) Material Resource Facility (MRF)' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at .47ac. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be of a solid masonry construction or a decorative masonry block to prevent the view of any stored article. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- **Findings:**

- The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, I-2 Industrial District (Section 22-92).

- **Future Land Use:** Industrial

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- I-3 (Lib. Industrial) Permitted Uses: Project Specific: *Construction and Demolition (C & D) Material Resource Facility (MRF)*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-3 (Lib. Industrial) does not allow for a Construction and Demolition (C & D) Material Resource Facility (MRF) which is permitted within a I-2. Applicant has submitted Rezoning application.

COMPLIES

- Community Comments/Petitions: The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
 - Findings: The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

IV. Project Need Assessment / other Required Approvals

1. Rezoning
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020
2. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.
3. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.

V. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A
3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**

- Development Agreement under review
- 8. **Public works:**
 - N/A
- 9. **Inter-jurisdictional Review:**
 - N/A

VI. Staff Recommendation:

Staff recommends approval of this Rezoning request pending the following other approvals. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a rezoning application:

- The proposed rezone is consistent with goals, objectives and policies of the City's Comprehensive Plan.
- The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.
- The subject property is physically suitable for the uses permitted in the proposed district.

Expiration of Rezoning Approvals. The grant of a rezoning shall be null and void twelve (12) months from the date of City Commission approval unless construction of the development has commenced.

VII. Attachments:

- Rezoning Letter of Intent
- Site Plan
- Development Agreement

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on November 17th 2020. *Reflected Actions:*

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No.

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Construction and Demolition (C & D) Material Resource Facility (MRF) FOR: SITE PLAN APPROVAL REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:

A construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 11-17-2020
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / ____
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

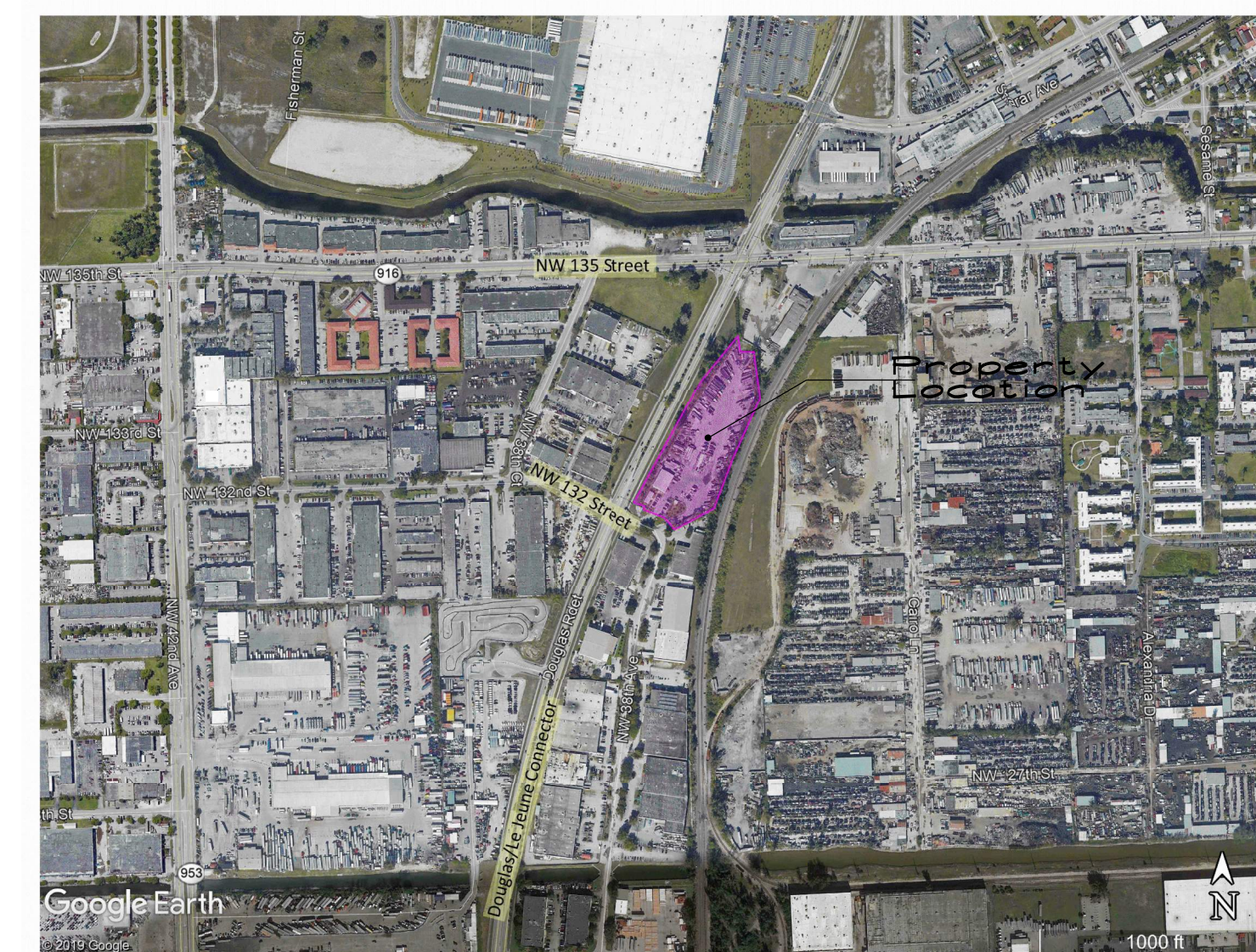
The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Construction and Demolition (C & D) Material Resource Facility (MRF)

New Development For:
3805 NW 132 Street, LLC

*3805 NW 132nd Street
Opa Locka, FL 33054*

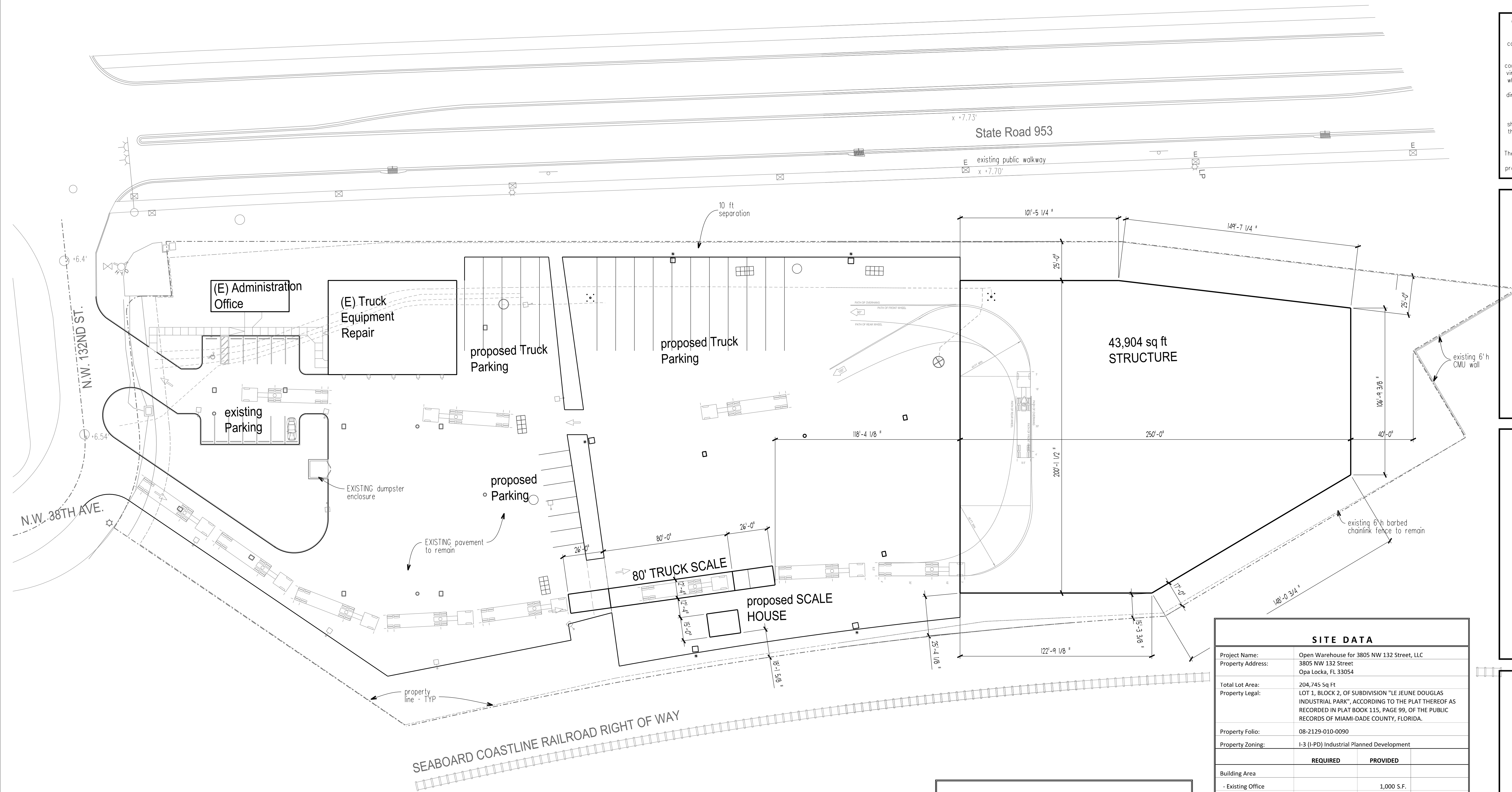
LOG OF DRAWINGS

G-1 Cover Sheet
C-1 Site Plan
C-2 Paving and Drainage Details
L-1 Landscape Layout



Vicinity Map

Robert Jerry Lara
registration no. AR92824
State of Florida



General Note: Any errors, ambiguities, and omissions in drawings and specifications shall be reported to the architect for corrections before any part of the work is started. Unless expressly stipulated, no additional allowance will be made in the contract and/or manufacturer's favor or by virtue of errors, ambiguities and/or omissions which should have been discovered during the preparation of the bid estimate and directed to our attention in a timely manner.

DO NOT SCALE DRAWINGS.
Use figured dimensions only. Contractor shall verify all dimensions and conditions. In the event of a conflict, notify the Designer before proceeding with the work.

The Design and Drawings for this project are the property of this Architect and are protected under the Copyright Protection Act.

A/E/T/F/R/M



robert j lara
Architecture
Management
Design

8450 sw 201 street
cutler bay, florida 33189
754.264.4773
r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

3805
NW 132 Street,
LLC

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

REVISIONS

NO.	DATE	DESCRIPTION
A	08.04.19	Client Review
B	09.26.19	Client Review
C	11.02.19	Zoning Submittal
D	06.21.20	Zoning Comments

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS AND PERMITS ARE ATTAINED.

SHEET NUMBER

C-1

SITE DATA			
Project Name:	Open Warehouse for 3805 NW 132 Street, LLC		
Property Address:	3805 NW 132 Street Opa Locka, FL 33054		
Total Lot Area:	204,745 Sq Ft		
Property Legal:	LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.		
Property Folio:	08-2129-010-0090		
Property Zoning:	I-3 (I-PD) Industrial Planned Development		
	REQUIRED	PROVIDED	
Building Area			
- Existing Office		1,000 S.F.	
- Existing Warehouse		4,956 S.F.	
- New Scale House		300 S.F.	
- New Warehouse		43,904 S.F.	
TOTAL Building Area:		50,160 S.F.	24.5%
Total Green Space / Open Space (pervious):	20% Min	51,501 S.F.	25.2%
Total parking lot and drives (impervious):	75% Max	103,084 S.F.	50.3%
Total Lot Area:	20,000 S.F. min	204,745 S.F.	100.0%
Building Setbacks of Proposed Buildings	REQUIRED	PROVIDED for Warehouse	PROVIDED for Scale House
Front	25'-0"	525'-0"	375'-5"
Side Street	0'-0"	25'-0"	235'-9"
Side w/o public alley	0'-0"	15'-3"	18'-2"
Rear	25'-0"	40'-0"	463'-1"
Building Height			
- New Warehouse	3 stories or 45'-0"	45'-0"	12'-0"
- New Scale House	MAX		

PARKING DATA			
Project Name:	Open Warehouse for 3805 NW 132 Street, LLC		
Property Address:	3805 NW 132 Street Opa Locka, FL 33054		
Total Lot Area:	204,745 Sq Ft		
Property Zoning:	I-3 (I-PD) Industrial Planned Development		
	REQUIRED PARKING	AREA	REQUIRED COUNT
Parking Calculation			
- Existing Office	1 per 400	1,000 S.F.	2.50
- Existing Warehouse	1 per 2500	4,956 S.F.	1.98
- New Scale House	1 per 400	300 S.F.	0.75
- New Warehouse	1 per 2500	43,904 S.F.	17.56
TOTAL:		50,160 S.F.	22.79
TOTAL PARKING PROVIDED:			25
ADA space Requirement - 1/25 spaces=	1	ADA Spaces Provided:	1



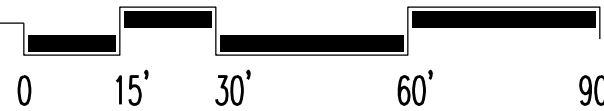
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast. It's free. It's the law.

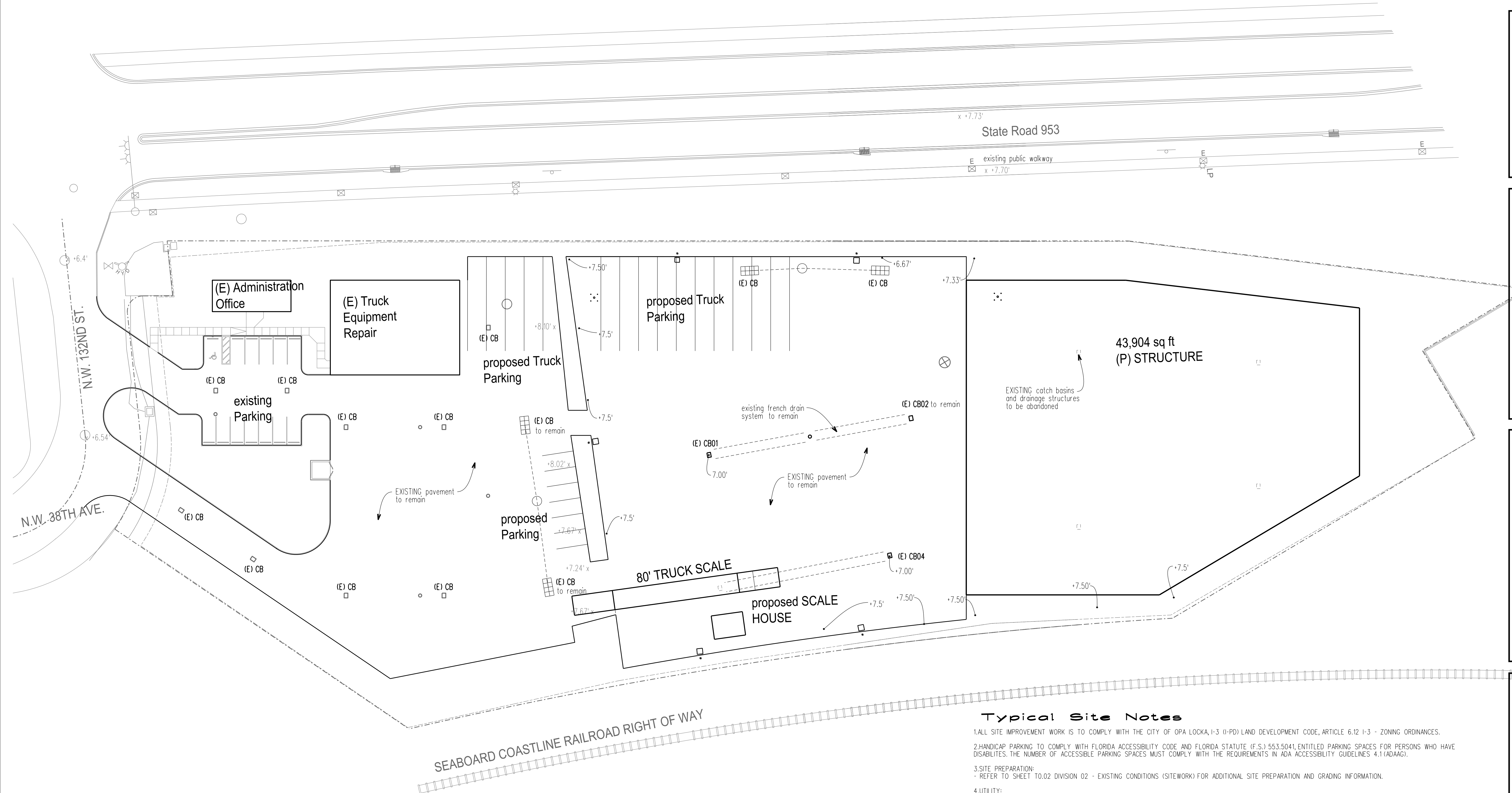
www.callsunshine.com



Site Plan

scale: 1" = 30'-0"





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ARCHITECT

robert j lara
Architecture
Management
Design

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r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

**3805
NW 132 Street,
LLC**

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

REVISIONS		
NO.	DATE	DESCRIPTION
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SHEET NUMBER

C-2

Typical Site Notes

1. ALL SITE IMPROVEMENT WORK IS TO COMPLY WITH THE CITY OF OPA LOCKA, I-3 (I-PD) LAND DEVELOPMENT CODE, ARTICLE 6.12 I-3 - ZONING ORDINANCES.
2. HANDICAP PARKING TO COMPLY WITH FLORIDA ACCESSIBILITY CODE AND FLORIDA STATUTE (F.S.) 553.5041, ENTITLED PARKING SPACES FOR PERSONS WHO HAVE DISABILITIES. THE NUMBER OF ACCESSIBLE PARKING SPACES MUST COMPLY WITH THE REQUIREMENTS IN ADA ACCESSIBILITY GUIDELINES 4.1 (ADAAG).
3. SITE PREPARATION:
 - REFER TO SHEET 10.02 DIVISION 02 - EXISTING CONDITIONS (SITEWORK) FOR ADDITIONAL SITE PREPARATION AND GRADING INFORMATION.
4. UTILITY:
 - WATER AND SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL CODES AND SPECIFICATIONS.
 - THE CONTRACTOR SHALL PAY ALL FEES AND OBTAIN ALL PERMITS.
 - ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED ON TOPOGRAPHIC SURVEYS AND RECORD DRAWINGS FROM THE OWNER. ADDITIONAL UTILITIES MAY BE PRESENT. SHOULD UNCHARTED UTILITIES BE ENCOUNTERED DURING EXCAVATION OPERATIONS THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE FOR INSTRUCTIONS.
 - CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES INCLUDING IRRIGATION. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES AND UNDERGROUND ELECTRIC DO NOT CONFLICT WITH SANITARY SEWERS OR STORM SEWERS. INSTALL UTILITIES PRIOR TO FINAL PAVEMENT CONSTRUCTION.
 - BACKFILL UTILITY TRENCHES UNDER PAVEMENT AREAS WITH CRUSHED STONE OR GRAVEL. BACKFILL UTILITY TRENCHES IN LAWN AREAS WITH SATISFACTORY FILL MATERIAL COMPACTED TO AT LEAST 95% OF MAXIMUM PER ASTM D698.
4. GRADING:
 - NO TREES SHALL BE REMOVED NOR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY THE ARCHITECT/ENGINEER.
 - IT IS THE OWNER'S INTENT TO PRESERVE ALL OF THE EXISTING SITE VEGETATION OUTSIDE THE LIMITS OF GRADING.
 - TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS TO A MINIMUM DEPTH OF 6 INCHES. MAKE STOCKPILES FREE DRAINING AND PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES.
 - THE CONTRACTOR SHALL PROTECT ALL TREES DESIGNATED TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE/STORE MATERIALS, WITHIN THE DROPLINES OF TREES.
 - EXISTING MANHOLE CASTINGS TO REMAIN SHALL BE RESET TO MATCH NEW GRADE.
 - MAXIMUM SLOPES IN ALL DIRECTIONS OF ACCESSIBLE PARKING SPACES/AISLES SHALL BE 2%.
 - EARTHWORK FILL SHALL INCLUDE STRIPPING TOPSOIL AND PLACING ENGINEERED FILL IN MAXIMUM 8" COMPACTED LIFTS WITH DENSITY OF 98% OF MAXIMUM PER ASTM D698.
5. PAVING:
 - THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INVERTS IN THE FIELD AND REPORT ALL DISCREPANCIES TO THE ARCHITECT/ENGINEER PRIOR TO BEGINNING WORK.
 - PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES AND IRRIGATION SLEEVES PRIOR TO INSTALLATION OF PAVEMENT.
 - CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH ALL CONCRETE TO BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH UNLESS OTHERWISE NOTED. CURB RAMPS, SIDEWALK SLOPES, AND DRIVEWAY RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL CURRENT LOCAL REQUIREMENTS. IF APPLICABLE, THE CONTRACTOR SHALL REQUEST INSPECTION OF SIDEWALK AND RAMP FORMS PRIOR TO PLACEMENT OF CONCRETE.
 - ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN RESULTING FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT CONTRACTOR'S EXPENSE.
 - DIMENSIONS ARE TO THE FACE OF CURB, EXPOSED FACE OF WALL, EDGE OF CONCRETE OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED.



**KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG**

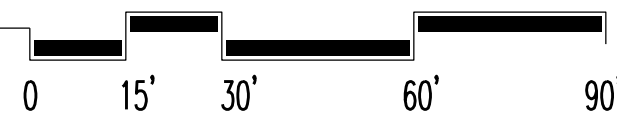
it's fast. It's free. It's the law.

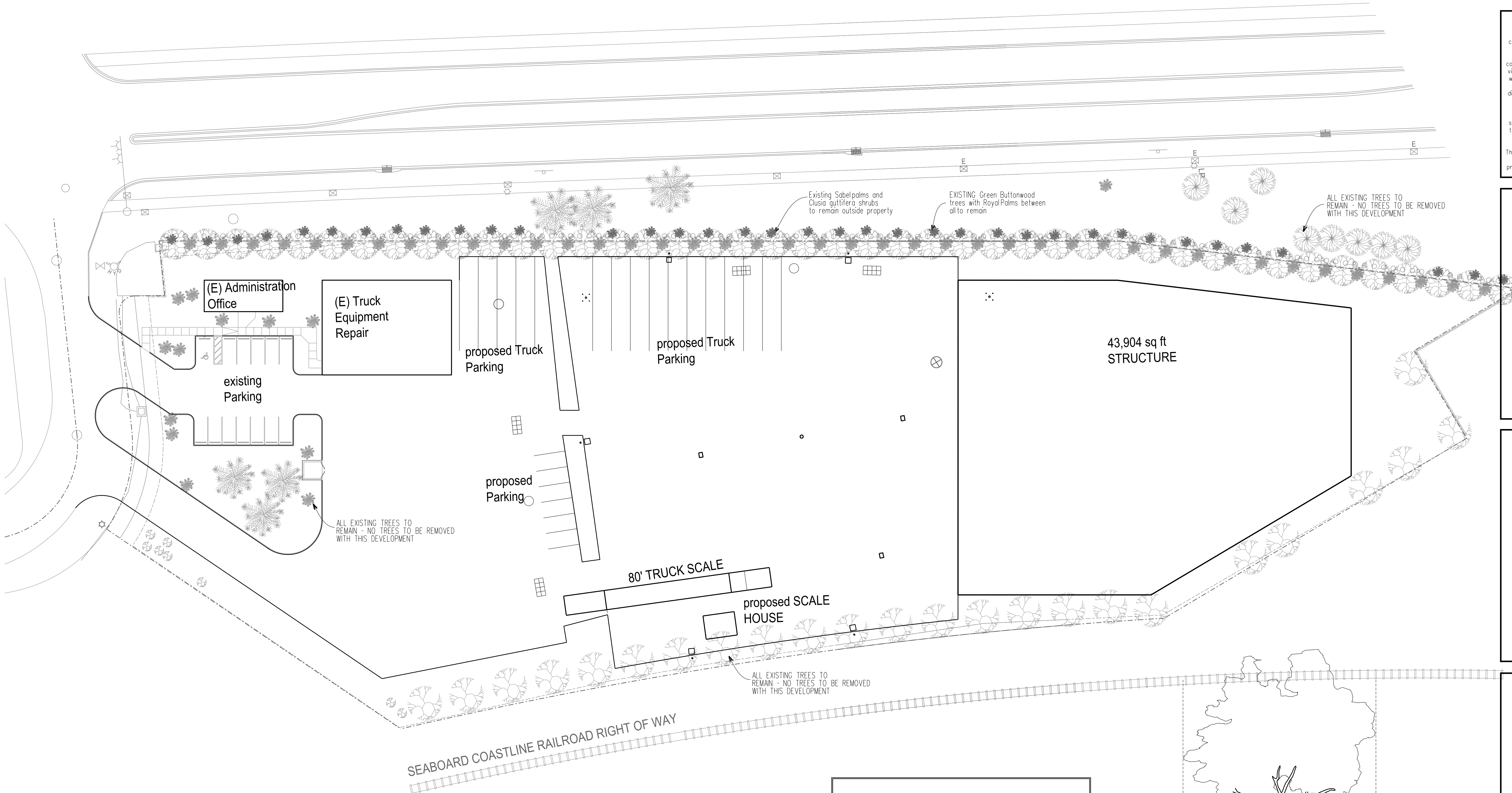
www.callsunshine.com



Storm Water Drainage

scale: 1" = 30'-0"





General Note: Any errors, ambiguities, and omissions in drawings and specifications shall be reported to the architect for corrections before any part of the work is started. Unless expressly stipulated, no additional allowance will be made in the contract and/or manufacturer's favor or by virtue of errors, ambiguities and/or omissions which should have been discovered during the preparation of the bid estimate and directed to our attention in a timely manner.

DO NOT SCALE DRAWINGS. Use figured dimensions only. Contractor shall verify all dimensions and conditions. In the event of a conflict, notify the Designer before proceeding with the work.

The Design and Drawings for this project are the property of this Architect and are protected under the Copyright Protection Act.

ARCHITECT

robert j lara

Architecture
Management
Design

8450 sw 201 street
cutter bay, florida 33189
754.264.4773
r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

3805
NW 132 Street,
LLC

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

REVISIONS		
NO.	DATE	DESCRIPTION
A	08.04.19	Client Review
B	09.26.19	Client Review
C	11.02.19	Zoning Submittal
D	06.21.20	Zoning Comments

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS AND PERMITS ARE ATTAINED.

SHEET NUMBER

L-1

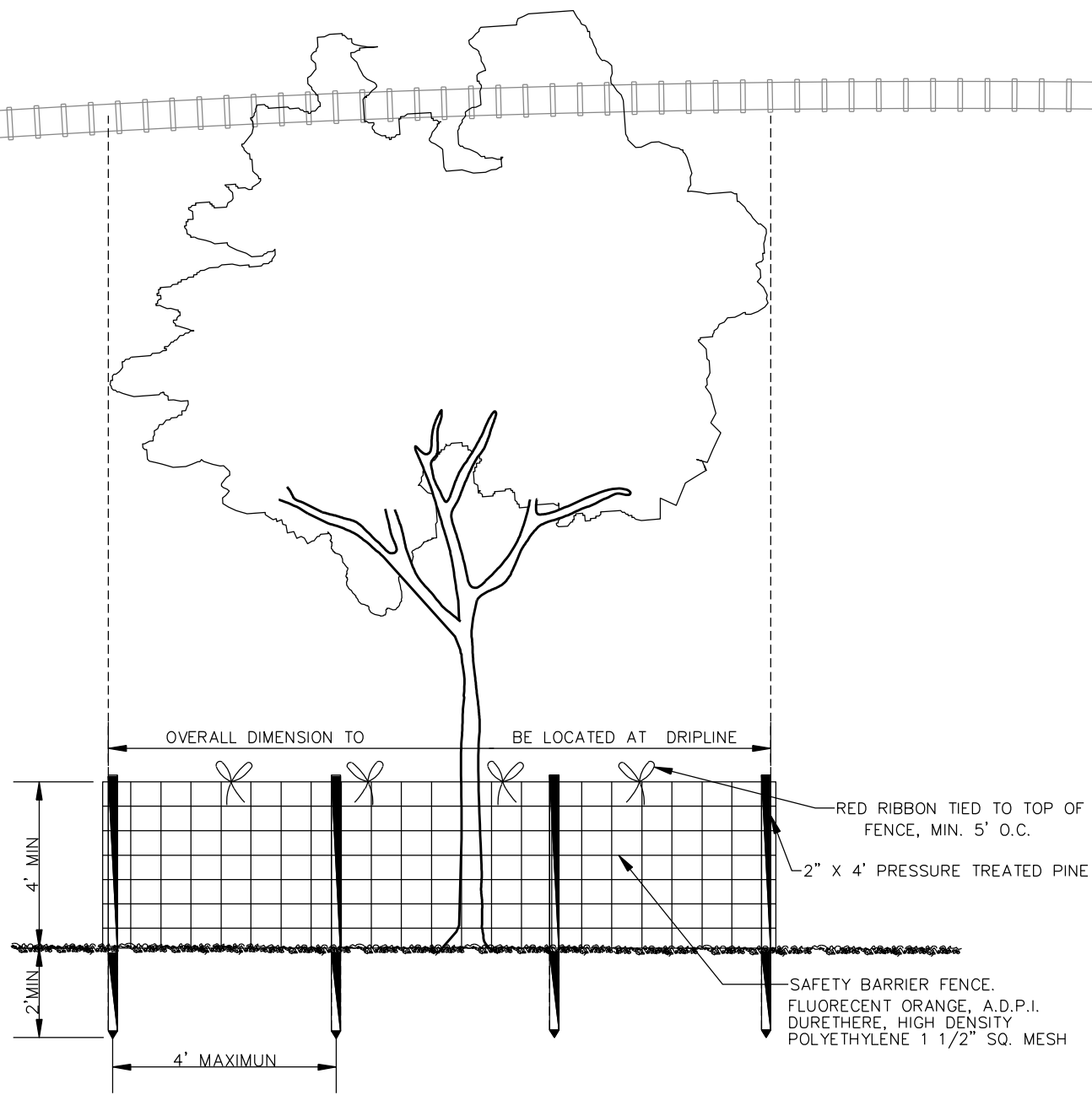
811

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LANDSCAPE DATA			
Project Name:	Open Warehouse for 3805 NW 132 Street, LLC		
Property Address:	3805 NW 132 Street Opa Locka, FL 33054		
Total Lot Area:	204,745	Sq Ft	4.70 AC
Property Zoning:	I-3 (I-PD) Industrial Planned Development		
	REQUIRED	PROVIDED	
Tree Calculation			
- Trees Required per net acre	1 per 15=	70.50	
- Existing Trees on site			70
- Existing Palms on site	2 palms = 1 tree		31
TOTAL TREES	70.50	101	



NOTE: BARRIER TO FORM CONTINUOUS FROM AROUND THE TREE OR GROUP OF TREES. SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN.

Tree Protection Detail
No Scale

Landscape Layout

scale: 1" = 30'-0"

0 15' 30' 60' 90'

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

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

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

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

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

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels(verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”.
Board member Mangham second.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes

- 6. APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016
- PROPERTY OWNER:** 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054
- PROPERTY ADDRESS:** 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

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

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND 3805 NW 132 STREET, LLC. FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, 3805 NW 132 Street, LLC (“Applicant”), owner of the subject property located at 3805 NW 132nd Street, Opa-Locka, Florida 33054, requests development agreement approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property; and

WHEREAS, 3805 NW 132 Street, LLC (“Applicant”) presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on November 17, 2020 and the Planning & Zoning Board recommended approval of the Development Agreement for the Site Plan by a 4 to 1 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue; and

WHEREAS, the 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access; and

WHEREAS, the proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste.

WHEREAS, construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL.

Approval of Development Agreement. The City Commission of the City of Opa-Locka hereby approves the request for the development agreement approval for the construction and operation of a construction and demolition waste processing facility on the property located at 3805 NW 132 Street identified by folio 08-2129-010-0090, in the I-3 zoning district, by 3805 NW 132 Street, LLC.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances, the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	4-28-21	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
				X	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	Ex: PTP		(Enter X in box)	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bi#: N/A		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan	
(Enter X in box)	X		Enhance Organizational ☐	Obj/Strategy: (list the specific	
			Bus. & Economic Dev ☒	objective/strategy this item will	
			Public Safety ☐	address)	
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communcation ☐		
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198

square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue

BACKGROUND

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Proposed Action:

Staff recommend approval of this Development Agreement pending the following other approvals:

- A Development Agreement must be submitted along with this Construction and Demolition (C & D) Material Resource Facility (MRF) Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
- Compliance with resolution 5058, fare share agreement;
- Extend employment opportunity to City residents through the City's Human Resource dept. and the Opa-locka workforce;
- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Construction and Demolition (C & D) Material Resource Facility

(MRF) site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;

- The Development Agreement (D.A.) shall specifically address the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commissioner for this proposed Construction and Demolition (C & D) Material Resource Facility (MRF) site plan;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

Development Agreement
Development Agreement Staff Report
DA Resolution 11-17-20

PLANNING & ZONING ADVISORY BOARD

November 17th

2020



3805 NW 132 Street, LLC: Development Agreement
APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

LEJEUNE-DOUGLAS IND PARK
PB 115-99
LOT 1 BLK 2
LOT SIZE 198198 SQ FT
OR 18686-4438 0699 1
COC 23843-2531 09 2005 1)

- The subject property is currently own by 3805 NW 132 STREET LLC. according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Truck parking facility and the current land on one parcel (Folio #08-2129-010-0090), zoning for this parcel is I-3.
- The site is located along the Douglas/Le Jeune Road Connector (NW 37th Avenue) and NW 132nd Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 which does not allow for the operation of a C&D. The applicant is proposing to pursue a land use change from I-3 to I-2 in order to accommodate the request (*see Existing Condition Section*).



← NORTH DOUGLAS-LE JEUNE CONNECTOR SOUTH →

Figure 1: Google Street View, dated:

II. Project Details

- **Applicant's intent**

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests development agreement review in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue.

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	3805 NW 132 STREET LLC	
Folio Number (s)	Opa-locka: 08-2129-010-0090	
Address Location	3805 NW 132 nd Street	
Building (s) Footprint	Total Site Area – 198,198 SF	
	New Warehouse – 50,160 SF	
	New Scale House – 300 SF	
Floor Area	Total 50,460 SF	
Zoning	I-3 – Liberal Industrial	

Zoning Code Consistency	The proposed use for a Construction Waste Processing Facility is inconsistent with the I-3 Zoning Code.		
Existing Land Use	Truck Parking Facility / I-3		
Future Land Use Designation	Applicant has applied for a zoning change from I-3 to I-2		
Comprehensive Plan Consistency	- The proposed use for a Construction Waste Processing Facility is inconsistent with the Comprehensive Plan with the requested property being I-3. Applicant will be seeking a zoning change to the appropriate zoning designation.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article V Sec. 22-94, 22-112, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front (South)	25 Feet	525 Feet	YES
Rear (North)	20 Feet	40 Feet	YES
Side (East)	15 Feet	15-3 Feet	YES
Side (West)	25 Feet	25 Feet	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	0.43%	YES
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.22 Acres)	50,460 SF (1.16 Acres)	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 45 feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	1,625 SF	Tot Parking Lot 103,084 S.F. Tot Green Space 51,501 S.F.	YES
Landscaping			
Parking Details	Office buildings: pursuant to the Land development Regulation Ordinance 86-8: Article 4, section 22-93. one (1) Parking per 2500 square feet of floor area. * Off. Bldg. = 22.79 spaces Required	Office Bldg. 50,160 S.F. Total Space Provided: 25 Total Spaces 24 Regular Spaces 1 Handicapped Spaces	YES
Landscape/ Pervious Lot Coverage	20% minimum required pervious	30% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office.		

Local Government Action Required	- A copy of notice for advertisement titles were given to the Clerk's Office on Monday, September 28th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, October 20th, 2020. - City Commission Meeting: TBD
	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.

III. Overall Analysis

Existing Conditions:

The proposed facility requests Development Agreement Approval in order to operate a C & D MRF at the subject property.

- The Subject Property is generally surrounded by I-3 properties to the north, east and south and I-4 to the west.
- The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
- The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
- The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
- The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
- Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.



Enlarged Aerial View of 3805 NW 132 Street

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North South	Industrial	Industrial	I-3 (Liberal Industrial)
	Industrial	Industrial	I-3 (Liberal Industrial)
East	Industrial	Industrial	I-4 (Lib. Ind. Storage and Salvage)
West	ROW	Douglas/Le Jeune Road Connector (NW 37th Avenue)	ROW

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- **Findings:**

- The proposed development use 'Construction and Demolition (C & D) Material Resource Facility (MRF)' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at .47ac. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be of a solid masonry construction or a decorative masonry block to prevent the view of any stored article. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- **Findings:**

- The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, I-2 Industrial District (Section 22-92).

- **Future Land Use:** Industrial

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- I-3 (Lib. Industrial) Permitted Uses: Project Specific: *Construction and Demolition (C & D) Material Resource Facility (MRF)*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-3 (Lib. Industrial) does not allow for a Construction and Demolition (C & D) Material Resource Facility (MRF) which is permitted within a I-2. Applicant has submitted Rezoning application.

COMPLIES

- Community Comments/Petitions: The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.

- Findings: The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

IV. Project Need Assessment / other Required Approvals

1. Rezoning

- Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020

2. Site Plan

- Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.

3. Development Agreement

- Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.

V. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**

- No issues reported for the proposed Site Plan

2. **Building:**

- N/A

3. **Police:**

- N/A

4. **Community Redevelopment Agency (CRA):**

- N/A

5. **City Manager's Office (CMO):**

- N/A

6. **Code Enforcement:**

- N/A

7. **City Attorney's Office:**

- Development Agreement under review
- 8. **Public works:**
 - N/A
- 9. **Inter-jurisdictional Review:**
 - N/A

VI. Staff Recommendation:

- Staff recommend approval of this Development Agreement pending the following other approvals:
 - A Development Agreement must be submitted along with this Construction and Demolition (C & D) Material Resource Facility (MRF) Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
 - All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
 - All landscaping and parking areas must be provided and maintained as shown in the Construction and Demolition (C & D) Material Resource Facility (MRF) Site Plan;
 - Trees to be planted 25' avg. oc.;
 - Adequate landscape buffer around parking area;
 - Compliance with resolution 5058, fare share agreement;
 - Extend employment opportunity to City residents through the City's Human Resource dept. and the Opa-locka workforce;
 - Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Construction and Demolition (C & D) Material Resource Facility (MRF) site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
 - All trash & garbage containers shall comply with the City dumpster enclosure requirements;
 - The Development Agreement (D.A.) shall specifically address the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commissioner for this proposed Construction and Demolition (C & D) Material Resource Facility (MRF) site plan;
 - Address all Miami-Dade County's input/recommendations as appropriate

VII. Attachments:

- Rezoning Letter of Intent
- Site Plan
- Development Agreement

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on November 17th 2020. *Reflected Actions:*

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No.

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Construction and Demolition (C & D) Material Resource Facility (MRF) FOR: DEVELOPMENT AGREEMENT REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:

A construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 11-17-2020
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / ____
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Construction and Demolition (C & D) Material Resource Facility (MRF)

Record and Return to:

(enclose self-addressed stamped envelope)

XXXXXXXXXXXXX. Esq.

Xxxxx Street / Road, Suite xx

City, State XXXXX

This Instrument Prepared by:

Law Offices of Burnadette Norris-Weeks. P.A.

City of Opa-Locka

780 Fisherman Street

Opa-Locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA; AND
3805 NW 132ND STREET, LLC.

PROJECT NAME: MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION &
DEMOLITION, (C&D), WOOD VEGETATION MATERIAL.

PROJECT OWNER: 3805 NW 132 Street, LLC.

THIS DEVELOPMENT AGREEMENT ("Agreement ") is made and entered into as of this 14
day of October, 2020 ("Execution Date") by and between Developer (the "Owner "), with the
address of 2690 W 72nd Street. Hialeah, FL 33016 and the City of Opa-Locka, Florida, a
municipal corporation and a political subdivision of the State of Florida ("City") with a mailing
address of 780 Fisherman Street, Opa-Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 4.7 acres of land
located 3805 NW 132nd Street, Opa -Locka FL 33054 within the municipal boundaries of the
City and identified by Miami -Dade County Tax Folio Nos. (08-2129 -010-0090) (the "Property "),
the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City's Commission adopted Resolution Number _____
approving a Master Site Plan lot the Proposed Development type which includes an

approximately 43,904 square foot office building, as well as approximately 20 surface parking spaces; and

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

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

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No. _____, adopted on, _____ 2021, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and listed below, and the Owner have authorized the Owner/Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

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

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed apart hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - (a) "Additional Term" means anyone, or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.

- (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.
- (d) "Comprehensive Plan means the plan adopted by the City pursuant to Chapter 163, F.S.
- (e) "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement. MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL, with the address of 3805 NW 132nd Street, Opa-Locka, FL, 33054 and / or any of its respective successors, assigns, or heirs thereof.
- (f) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.
- (g) "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- (h) "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,
- (i) "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein.
- (j) "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- (k) "Existing Zoning" means (a) all entitlements associated with the City's approval of the MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL Site Plan, and (b) the provisions of the Charter. Comprehensive Plan and Laws of the City of Opa-Locka, including the City of Opa-Locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.
- (l) "Final Site Plan" means the " MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL" Site Plan approved by the City Commission via Resolution No. _____ for (project description.)
- (m) "Governing Body" means the City of Opa-Locka's City Commission.

- (n) "Initial Term" is thirty (30) years commencing on the Effective Date.
- (o) "Land" means the earth, water, and air, above, below, or on the surface and Includes any improvements or structures customarily regarded as land, except as provided herein.
- (p) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.
- (q) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance Number 15-31.
- (r) "Parties" means the City and the Owner.
- (s) "Project" is the Materials Recovery Facility (MRF), Construction & Demolition. (C&D), Wood Vegetation Material at 3805 NW 132nd Street, Opa-Locka, FL 33054 as described in the plans prepared by Robert J Lara A/E Firm and dated October 14, 2020, which proposes the development of an approximately 43,904 square foot building and 20 parking spaces with related employee and guest parking.
- (t) "Property" means the approximately 4.7 acres of land located on 3805 NW 132nd Street, Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami -Dade County Tax Folio Nos. 08-2129-010-0090 the legal description of which is attached hereto and made a part hereof as Exhibit "A."
- (u) "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.
- (v) "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Numbers _____-_____ and _____-_____ approving the MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL at 3805 NW 132nd Street, Opa-Locka, FL 33054 Site Plan and the MATERIALS RECOVERY FACILITY (

MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD
VEGETATION MATERIAL Development Agreement Project.

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

- (a) All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the City in accordance with Miami-Dade County permitting requirements.
- (b) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- (c) All signage shall comply with all city sign code ordinance requirements.
- (d) Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL Site Plan. Such items include, but are not specifically limited to:
 - Design of all physical structures, water bodies, private and public improvements and
 - The color and dimensional characteristics of all building materials.
 - All landscaping, bay loading, and parking spaces must be provided and maintained as shown on the site plan.
- (e) Owner guarantees to preserve and maintain all buildings and structures consistent with the MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns the land or controls at least 51% ownership of the Property or controls a least 10% of any entity to which this agreement has been assigned, sold, or otherwise transferred. Any new owner must abide by the terms of this agreement until January, 2051.
- (f) Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution. [NOTE: City to provide Owner with forms of annual reports and any additional documentation that will be required.]

- (g) The Owner will not physically alter or substitute the design of structures, materials and colors included in the MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- (h) Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- (i) Owner agrees to employ Opa-Locka residents through the assistance of the Career Source South Florida Office (or other similar organization as determined by City) and shall also encourage all contractors and all their subcontractors to employ Opa-Locka residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-Locka and in accordance with the Memorandum of Understanding between the City of Opa-Locka and Career Source. [NOTE: City to provide Owner with a copy of the referenced Memorandum of Understanding and any additional documentation regarding this requirement.]
- (j) Owner agrees:
- (1) To host job fairs before and during the construction phase of this development for construction jobs;
 - (2) To encourage any tenants of the Project to host job fairs after construction for building (business) operation jobs;
- (k) All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- (l) The following timelines shall be complied with by Owner, MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL. Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
- Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
 - Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

- Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause.

10. Development Permits. In accordance with Section 163.3227(I), F.S., the City needs to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:
 - (a) Site plan approvals;
 - (b) Modifications to existing approvals and permits, including the MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL Site Plan.
 - (c) Water, sewer, paving, and drainage permits;
 - (d) Building permits;
 - (e) Sign permits;
 - (f) Certificates of use and occupancy; and
 - (g) Any other official action of the City and /or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
 - (h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this property or any other property owned by MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL.
 - (i) All currently non-compliant physical structures or vehicles if applicable shall be removed prior to the execution of this agreement.

11. Public Services and Facilities; Concurrency. In accordance with Section 163 3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami—Dade County, the City, and /or as contemplated in MATERIALS RECOVERY FACILITY (MRF), CONSTRUCTION & DEMOLITION, (C&D), WOOD VEGETATION MATERIAL Site Plan. The Property and the Project will also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the

Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

12. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), F.S., the City hereby finds and declares that the Owner's development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.
13. Reservation of Development Rights. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the Entire Term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation alter the Effective Date and during the Entire Term of this Agreement, except to the extent that the Owners consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this agreement being terminated or having expired
14. Zoning and Other Approvals. The Parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.
15. Necessity of Complying, with Local Regulations Relative to Development Permits. In accordance with Section 163.3227(i). F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence

Development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve the Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

16. Good Faith: Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.
17. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

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

With a copy to: Law Offices of Burnadette Norris-Weeks, P.A.
 City Attorney
 City of Opa Locka
 780 Fisherman Street
 Opa-Locka, Florida 33054
 And
 401 North Avenue of the Arts
 Ft. Lauderdale, FL 33311

If to the Owner at:

Project Owner:

3805 NW 132 Street, LLC

3805 NW 132nd Street,

Opa-Locka, FL 33054

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

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

18. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
19. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.
20. Indemnification. The Owner shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising under this Agreement instituted by third parties

to the extent arising as a result of the activities of Owner at the Property or in connection with the construction of the Project.

21. Periodic Review of Agreement. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____

By: _____

City Manager

Dated: _____ day of _____, 2021

Approved for form and legal sufficiency:

City Attorney: _____

OWNER

Project Name:
Materials Recovery Facility (MRF),
Construction & Demolition (C&D), Wood
Vegetation Material.

WITNESS:

Property Owner:
3805 NW 132 Street, LLC.

Property Address:
3805 NW 132nd Street,
Opa-Locka, FL 33054

Print Name

Signature

Print Name

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

EXHIBIT A- PROPERTY (LEGAL DESCRIPTION)

LOT I, BLOCK 2 OF "LE JEUNE DOUGLAS INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, AT PAGE 989, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

FOLIO NO: 08-2129-010-0090

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

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

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

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

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

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. APPLICANT NAME: ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels(verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”.
Board member Mangham second.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes

- 6. APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016
- PROPERTY OWNER:** 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054
- PROPERTY ADDRESS:** 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

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

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

**FIRST READING
ORDINANCE / PUBLIC
HEARING**

Sponsored by: The City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE REQUEST OF 3805 NW 132 STREET, LLC. TO REZONE THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 3805 NW 132 Street, LLC ("Applicant"), owner of the subject property located at 3805 NW 132nd Street, Opa-Locka, Florida 33054, requests a zoning change to I-2 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property; and

WHEREAS, the Applicant wishes to construct a construction waste processing facility, which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue; and

WHEREAS, the subject property is currently a truck parking facility and the current land on one parcel (Folio #08-2129-010-0090), zoning for this parcel is I-3. The site is located along the Douglas/Le Jeune Road Connector (NW 37th Avenue) and NW 132nd Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 which does not allow for the operation of a C&D. The applicant is proposing to pursue a land use change from I-3 to I-2 in order to accommodate the request; and

WHEREAS, the 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access; and

WHEREAS, according to the City of Opa-Locka's official Zoning Map, the Property is designated I-3 (Liberal Industrial) which allows for an industrial use, the applicant wishes to rezone the property to I-2 which will allow for the proposed Construction and Demolition operation; and

WHEREAS, 3805 NW 132 Street, LLC presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on November 17, 2020 and the Planning & Zoning Board recommended approval of the rezoning request by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations.

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

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

SECTION 2. The City Commission of the City of Opa-Locka hereby approves the rezoning request for the construction and demolition waste processing facility on the property located at 3805 NW 132 Street identified by folio 08-2129-010-0090, in the I-3 zoning district, by 3805 NW 132 Street, LLC.

SECTION 3. This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

SECTION 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. Scrivener's Errors.

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

SECTION 7. Effective Date.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	4-28-21	Item Type: (Enter X in box)	Resolution	Ordinance X	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading X	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes X	No
Contract/P.O. Required: (Enter X in box)	Yes	No x	RFP/RFQ/Bi#: N/A		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198

square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue

BACKGROUND

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Proposed Action:

Staff recommends approval of this Rezoning request pending the following other approvals. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a rezoning application:

- The proposed rezone is consistent with goals, objectives and policies of the City's Comprehensive Plan.
- The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.
- The subject property is physically suitable for the uses permitted in the proposed district.

Expiration of Rezoning Approvals. The grant of a rezoning shall be null and void twelve (12) months from the date of City Commission approval unless construction of the development has commenced.

Attachment:

Rezoning Letter of Intent
Rezoning Staff Report
Rezoning Resolution 11-17-20



Memorandum

TO: John E. Pate, City Manager

FROM: Gregory Gay, PCD Director
Gerald Lee, Zoning Official/Planner
Corion DeLaine, City Planner

DATE: April 21st, 2021

RE: Rezoning Request for 3805 NW 132 Street, LLC

The purpose of this memo is to explain the request received by PCD staff on the rezoning of the property located at 3805 NW 132nd Street.

Opa-locka Staff has meet with 3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, as the applicant is requesting a zoning change from I-3 to I-2 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property.

This 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The previous operation was for a truck parking facility which is allowed by right with the I-3 designation. In order to allow for the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF), the zoning designation would have to shift from I-3 which does not allow for I-2 uses which include recycling of materials on site. This is only allowed in our I-2 Zoning district in which recycling centers within a wholly enclosed building is allowed.

In the PCD staff report, there is a section which reference the zoning information. Listed below is the zoning definitions for I-2 and I-3 to identify the uses and the cause for the change:

Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article V Sec. 22-93, 22-94, 22-112, Ord. no. 14-16 Sec. 22-94. I-3 Liberal Industrial District The Liberal Industrial District provides for more intensive industrial operations at appropriate locations.
--------------------------------	--

Sec. 22-93. I-2 Industrial Planned District

The Industrial Planned District is intended to provide for light industrial uses in a well-planned area.

Sec. 22-81. Permitted Uses Table – Industrial Districts

Recycling center inside a wholly enclosed building - Permitted in I-2

Along with this memo is the Letter of Intent indicating the operation of the facility, the request for the Zoning change, and the Industrial zoning information. If you have any additional questions or concerns, please advise.

END OF MEMORANDUM

PLANNING & ZONING ADVISORY BOARD

November 17th

2020



3805 NW 132 Street, LLC: Rezoning Request

APPLICANT'S REQUEST:

Staff Report

A ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

LEJEUNE-DOUGLAS IND PARK
PB 115-99
LOT 1 BLK 2
LOT SIZE 198198 SQ FT
OR 18686-4438 0699 1
COC 23843-2531 09 2005 1)

- The subject property is currently own by 3805 NW 132 STREET LLC. according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Truck parking facility and the current land on one parcel (Folio #08-2129-010-0090), zoning for this parcel is I-3.
- The site is located along the Douglas/Le Jeune Road Connector (NW 37th Avenue) and NW 132nd Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 which does not allow for the operation of a C&D. The applicant is proposing to pursue a land use change from I-3 to I-2 in order to accommodate the request (*see Existing Condition Section*).



← NORTH DOUGLAS-LE JEUNE CONNECTOR SOUTH →

Figure 1: Google Street View, dated:

II. Project Details

- **Applicant's intent**

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests a zoning change to I-2 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue.

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Site Computations & Land Development Regulation / Zoning Code | Table 1

Applicant	3805 NW 132 STREET LLC
Folio Number (s)	Opa-locka: 08-2129-010-0090
Address Location	3805 NW 132 nd Street
Building (s) Footprint	Total Site Area – 198,198 SF
	New Warehouse – 50,160 SF
	New Scale House – 300 SF
Floor Area	Total 50,460 SF
Zoning	I-3 – Liberal Industrial

Zoning Code Consistency	The proposed use for a Construction Waste Processing Facility is inconsistent with the I-3 Zoning Code.		
Existing Land Use	Truck Parking Facility / I-3		
Future Land Use Designation	Applicant has applied for a zoning change from I-3 to I-2		
Comprehensive Plan Consistency	The proposed use for a Construction Waste Processing Facility is inconsistent with the Comprehensive Plan with the requested property being I-3. Applicant will be seeking a zoning change to the appropriate zoning designation.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article V Sec. 22-94, 22-112, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front (South)	25 Feet	525 Feet	YES
Rear (North)	20 Feet	40 Feet	YES
Side (East)	15 Feet	15-3 Feet	YES
Side (West)	25 Feet	25 Feet	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	0.43%	YES
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.22 Acres)	50,460 SF (1.16 Acres)	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 45 feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	1,625 SF	Tot Parking Lot 103,084 S.F. Tot Green Space 51,501 S.F.	YES
Landscaping			
Parking Details	Office buildings: pursuant to the Land development Regulation Ordinance 86-8: Article 4, section 22-93. one (1) Parking per 2500 square feet of floor area. * Off. Bldg. = 22.79 spaces Required	Office Bldg. 50,160 S.F. Total Space Provided: 25 Total Spaces 24 Regular Spaces 1 Handicapped Spaces	YES
Landscape/ Pervious Lot Coverage	20% minimum required pervious	30% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office.		

Local Government Action Required	- A copy of notice for advertisement titles were given to the Clerk's Office on Monday, September 28th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17th, 2020. - City Commission Meeting: TBD
	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.

III. Overall Analysis

Existing Conditions:

The proposed facility requests the City of Opa-locka to grant a zoning change to I-2 in order to operate a C & D MRF at the subject property.

- The Subject Property is generally surrounded by I-3 properties to the north, east and south and I-4 to the west.
- The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
- The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
- The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
- The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
- Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.



Enlarged Aerial View of 3805 NW 132 Street

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North South	Industrial	Industrial	I-3 (Liberal Industrial)
	Industrial	Industrial	I-3 (Liberal Industrial)
East	Industrial	Industrial	I-4 (Lib. Ind. Storage and Salvage)
West	ROW	Douglas/Le Jeune Road Connector (NW 37th Avenue)	ROW

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- **Findings:**

- The proposed development use 'Construction and Demolition (C & D) Material Resource Facility (MRF)' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at .47ac. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be of a solid masonry construction or a decorative masonry block to prevent the view of any stored article. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- **Findings:**

- The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, I-2 Industrial District (Section 22-92).

- **Future Land Use:** Industrial

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- I-3 (Lib. Industrial) Permitted Uses: Project Specific: *Construction and Demolition (C & D) Material Resource Facility (MRF)*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-3 (Lib. Industrial) does not allow for a Construction and Demolition (C & D) Material Resource Facility (MRF) which is permitted within a I-2. Applicant has submitted Rezoning application.

COMPLIES

- Community Comments/Petitions: The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
 - Findings: The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

IV. Project Need Assessment / other Required Approvals

1. Rezoning
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.
2. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.
3. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.

V. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A
3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**

- Development Agreement under review
- 8. **Public works:**
 - N/A
- 9. **Inter-jurisdictional Review:**
 - N/A

VI. Staff Recommendation:

Staff recommends approval of this Rezoning request pending the following other approvals. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a rezoning application:

- The proposed rezone is consistent with goals, objectives and policies of the City's Comprehensive Plan.
- The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.
- The subject property is physically suitable for the uses permitted in the proposed district.

Expiration of Rezoning Approvals.

The grant of a rezoning shall be null and void twelve (12) months from the date of City Commission approval unless construction of the development has commenced.

VII. Attachments:

- Rezoning Letter of Intent
-

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on November 17th 2020. *Reflected Actions:*

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Ordinance No.

ORDINANCE OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Construction and Demolition (C & D) Material Resource Facility (MRF) FOR: REZONING REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:

A construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 11-17-2020
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / ____
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the ordinance containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Construction and Demolition (C & D) Material Resource Facility (MRF)

September 30, 2020

Gerald J. Lee, Planner/Zoning Official
City of Opa-locka
Planning and Community Development Department
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Subject: Narrative Concept - Letter of Intent for zoning change,
3805 NW 132 Street, Opa-locka, Florida 33054.

Dear Mr. Lee,

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests a zoning change to I-4 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property.

Eco Tech Consulting, LLC has been retained by 3805 NW 132 Street, LLC, a Florida company to evaluate and prepare this letter of intent in order to operate a C & D MRF at the subject property. The facility is served by public water and sewer and is situated in a predominantly industrial area.

Site Description

The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access.

Proposed Project Description

The proposed facility will receive, segregate, compact, store and load out C & D material.

Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste.

Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse.

The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary



scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.

- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining non-recycled material are taken by trucks to an off-site landfill in Florida. .

All storage/processing operations will be conducted inside an enclosed building.

Dust and Odor Control

Indoor dust potentially produced during tipping, handling, and loading of trucks will be contained and suppressed inside the Storage/Processing building. Operators will operate dust suppression units whenever material is being received, handled, or loaded out; this system will spray a fine mist of water over the Tipping and Process floors and will knock down dust particles. Supervisory personnel as well as the Spotter, Wheel Loader Operator, and Excavator Operator will be authorized to activate or adjust the misting system at any time. With regard to exterior areas, no material will be stored, handled, or loaded outside the Storage/Processing building. Delivery vehicles will not be allowed to remove tarps until immediately prior to tipping on the Tipping Floor. The traffic areas will remain paved, so that vehicle movements will not generate dust.

Unlike putrescible waste, the Facility acceptable waste type of C/D is dry waste with zero or negligible moisture content and therefore will not produce odors. As stated above, all waste materials, both acceptable and unacceptable, shall be handled and stored exclusively within the covered and enclosed Transfer Building at all times.

In the event that objectionable odors occur outside the facility, deodorizing or odor-neutralizing agent to treat any odorous portions of the tipping floor shall be used.

Access Control and Aesthetic Considerations

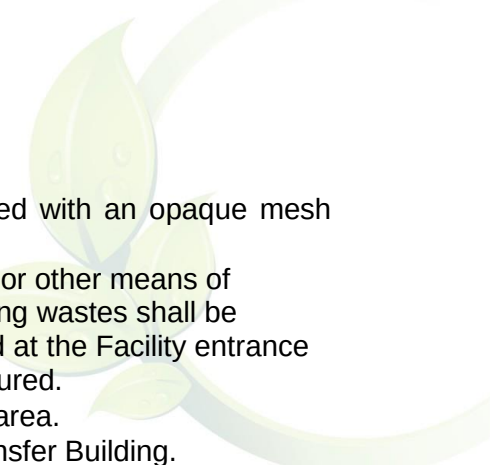
The entire Site is surrounded by a six foot chain link fence with two gates at NW 132nd Street. The Site will be access controlled at all times. The Site will be attended by security personnel outside of operating hours.

As provided above, all tipping, waste handling, truck loadout and recovered materials loadout will be conducted within the enclosed Storage/Processing building. There will be no loud speakers installed or utilized at the Site. Use of horns by delivery vehicles within the Site will be prohibited, except in the event of an imminent collision. The entire facility shall be obscured by vegetation, railroad tracks and large existing industrial buildings to the West, North and East.

Housekeeping

The Facility shall be designed, maintained and operated under a program to maintain clean and attractive conditions at all times:

- The enclosed and covered Storage/Processing building will entrap any potential litter items.
- The Site plan will utilize a continuous chain link fence along the perimeter of the property designed to limit access to the site as well as to contain wind-blown litter. The fence



shall consist of a six (6) ft. high section that shall be screened with an opaque mesh along NW 132nd Street.

- Delivery vehicles using the Facility will be required to use tarps or other means of containment. The adequacy of covers or containment of incoming wastes shall be verified at the Gatehouse. A sign shall be prominently displayed at the Facility entrance stating that all loads shall be properly covered or otherwise secured.
- Delivery vehicles will un-tarp only at the designated un-tarpping area.
- Railcars will be loaded and tarped only within the enclosed Transfer Building.

Despite the enclosed nature of the Storage/Processing building, Facility personnel shall conduct regular litter patrol throughout the entire Site.

Stormwater and Leachate Management

All accepted waste will be unloaded in the enclosed concrete Tipping Floor equipped with approved floor drains to collect any incidental liquids. Given that the accepted materials shall be dry and non-putrescible, with no contact with outside weather conditions, leachate will not be a significant management issue.

All materials received by the Facility shall be promptly loaded out to trucks or recovered material vehicles and shall be removed off-Site on a regular basis. There shall be no storage of waste outside the enclosed Storage/Processing building at any time.

The entire site has been improved by an existing approved stormwater management system.

Advantages of Recycling C & D material

Recycling C & D material saves energy and landfill space, reduces air pollution, water use, mining waste and consumer waste. Also, recycling C & D material saves money and natural resources.

Existing Conditions/Facts and Environmental Limitations

The proposed facility requests the City of Opa-locka to grant a zoning change to I-4 in order to operate a C & D MRF at the subject property.

1. The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
2. The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
3. The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
4. The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
5. Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.

Recommendations

In view of the above facts and limitations, Eco Tech respectfully requests the approval of a zoning change to I-4, in order to operate a C & D MRF at the subject property.

Conclusions

In Eco Tech's opinion and based on the operations proposed to be conducted at the facility as described in this letter of intent, the operation of a C & D MRF at the proposed subject property will not pose a threat to the soil and/or groundwater at the facility. It is Eco Tech's professional recommendation that the proposed facility will provide the required reasonable assurance for environmental protection through the implementation of the provisions described above. This request for a zoning change will not be detrimental to the public health, welfare and safety, will not create a nuisance, and will not materially increase the level of pollution in Opa-locka, and in Miami Dade County.

Sincerely,

Bala Somasundaram

Bala Somasundaram
Eco Tech Consulting, LLC

August 23, 2019

Gerald J. Lee, Planner/Zoning Official
City of Opa-locka
Planning and Community Development Department
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Subject: Narrative Concept - Letter of Intent for zoning change,
3805 NW 132 Street, Opa-locka, Florida 33054.

Dear Mr. Lee,

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests a zoning change to I-2 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property.

Eco Tech Consulting, LLC has been retained by 3805 NW 132 Street, LLC, a Florida company to evaluate and prepare this letter of intent in order to operate a C & D MRF at the subject property. The facility is served by public water and sewer and is situated in a predominantly industrial area.

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- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Dust and Odor Control

Indoor dust potentially produced during tipping, handling, and loading of trucks will be contained and suppressed inside the Storage/Processing building. Operators will operate dust suppression units whenever material is being received, handled, or loaded out; this system will spray a fine mist of water over the Tipping and Process floors and will knock down dust particles. Supervisory personnel as well as the Spotter, Wheel Loader Operator, and Excavator Operator will be authorized to activate or adjust the misting system at any time. With regard to exterior areas, no material will be stored, handled, or loaded outside the Storage/Processing building. Delivery vehicles will not be allowed to remove tarps until immediately prior to tipping on the Tipping Floor. The traffic areas will remain paved, so that vehicle movements will not generate dust.

Unlike putrescible waste, the Facility acceptable waste type of C/D is dry waste with zero or negligible moisture content and therefore will not produce odors. As stated above, all waste materials, both acceptable and unacceptable, shall be handled and stored exclusively within the covered and enclosed Transfer Building at all times.

In the event that objectionable odors occur outside the facility, deodorizing or odor-neutralizing agent to treat any odorous portions of the tipping floor shall be used.

Access Control and Aesthetic Considerations

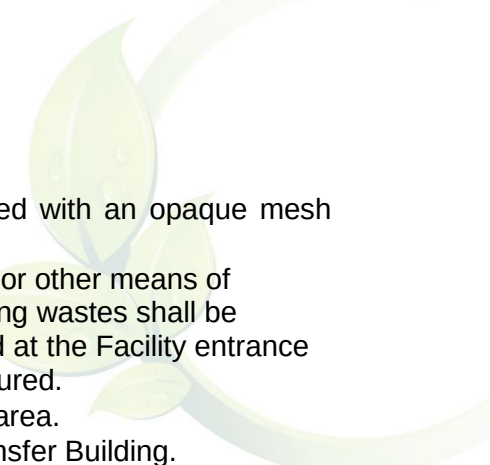
The entire Site is surrounded by a six foot chain link fence with two gates at NW 132nd Street. The Site will be access controlled at all times. The Site will be attended by security personnel outside of operating hours.

As provided above, all tipping, waste handling, truck loadout and recovered materials loadout will be conducted within the enclosed Storage/Processing building. There will be no loud speakers installed or utilized at the Site. Use of horns by delivery vehicles within the Site will be prohibited, except in the event of an imminent collision. The entire facility shall be obscured by vegetation, railroad tracks and large existing industrial buildings to the West, North and East.

Housekeeping

The Facility shall be designed, maintained and operated under a program to maintain clean and attractive conditions at all times:

- The enclosed and covered Storage/Processing building will entrap any potential litter items.
- The Site plan will utilize a continuous chain link fence along the perimeter of the property designed to limit access to the site as well as to contain wind-blown litter. The fence



shall consist of a six (6) ft. high section that shall be screened with an opaque mesh along NW 132nd Street.

- Delivery vehicles using the Facility will be required to use tarps or other means of containment. The adequacy of covers or containment of incoming wastes shall be verified at the Gatehouse. A sign shall be prominently displayed at the Facility entrance stating that all loads shall be properly covered or otherwise secured.
- Delivery vehicles will un-tarp only at the designated un-tarpping area.
- Railcars will be loaded and tarped only within the enclosed Transfer Building.

Despite the enclosed nature of the Storage/Processing building, Facility personnel shall conduct regular litter patrol throughout the entire Site.

Stormwater and Leachate Management

All accepted waste will be unloaded in the enclosed concrete Tipping Floor equipped with approved floor drains to collect any incidental liquids. Given that the accepted materials shall be dry and non-putrescible, with no contact with outside weather conditions, leachate will not be a significant management issue.

All materials received by the Facility shall be promptly loaded out to trucks or recovered material vehicles and shall be removed off-Site on a regular basis. There shall be no storage of waste outside the enclosed Storage/Processing building at any time.

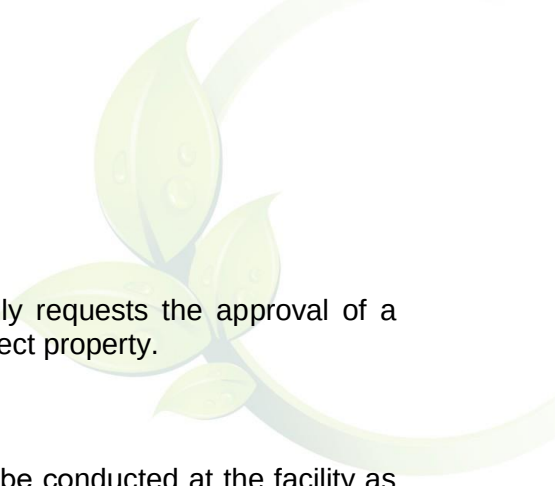
The entire site has been improved by an existing approved stormwater management system.

Advantages of Recycling C & D material

Recycling C & D material saves energy and landfill space, reduces air pollution, water use, mining waste and consumer waste. Also, recycling C & D material saves money and natural resources.

Existing Conditions/Facts and Environmental Limitations

1. The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
2. The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
3. The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
4. The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
5. Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.



Recommendations

In view of the above facts and limitations, Eco Tech respectfully requests the approval of a zoning change to I-2, in order to operate a C & D MRF at the subject property.

Conclusions

In Eco Tech's opinion and based on the operations proposed to be conducted at the facility as described in this letter of intent, the operation of a C & D MRF at the proposed subject property will not pose a threat to the soil and/or groundwater at the facility. It is Eco Tech's professional recommendation that the proposed facility will provide the required reasonable assurance for environmental protection through the implementation of the provisions described above. This request for a zoning change will not be detrimental to the public health, welfare and safety, will not create a nuisance, and will not materially increase the level of pollution in Opa-locka, and in Miami Dade County.

Sincerely,

Bala Somasundaram

Bala Somasundaram
Eco Tech Consulting, LLC

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

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

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

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

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

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels(verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”.
Board member Mangham second.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes

- 6. APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016
- PROPERTY OWNER:** 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054
- PROPERTY ADDRESS:** 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

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

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

DEVELOPMENT CITY OF OPA-LOCKA'S

ZONING MATRIX & DEVELOPMENT STANDARDS

I-1 LIGHT INDUSTRIAL

I-2 MEDIUM INDUSTRIAL

I-3 LIBERAL/PLANNED INDUSTRIAL

I-4 HEAVY INDUSTRIAL AND SALVAGE

**Article IV. Districts,
Permitted Uses and
Development Standards**

Vehicle service/minor			P	P
Vending machines, video arcade games	A	A	A	A
Veterinary clinic		SE	P	P
Watchman, manager or caretakers quarters – permanent, temporary	A	A	A	A
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec. 22-81. Permitted Uses Table – Industrial Districts

<u>Use</u>	<u>I-1</u>	<u>I-2</u>	<u>I-3</u>	<u>I-4</u>
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to			

Article IV. Districts, Permitted Uses and Development Standards

	residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	
Cement and clay products		SE		P
Commercial recyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		

Article IV. Districts, Permitted Uses and Development Standards

Industrial and office flex space	P		P	
Live/work spaces	SE			
Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P

Sustainable Opa-Locka 2015 Land Development Regulations**Article IV. Districts,
Permitted Uses and
Development Standards**

Saw mills		P		P
Scrap metal yards				P
Shipping Container Architecture Retail and/or Office (stacking no more than three)	SE	SE	SE	SE
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Article IV. Districts, Permitted Uses and Development Standards

Sec. 22-92. I-1 Light Industrial District

The Light Industrial District provides for intensive commercial developments, light industrial, and industrial and office flex space at appropriate locations.

Table of Standards

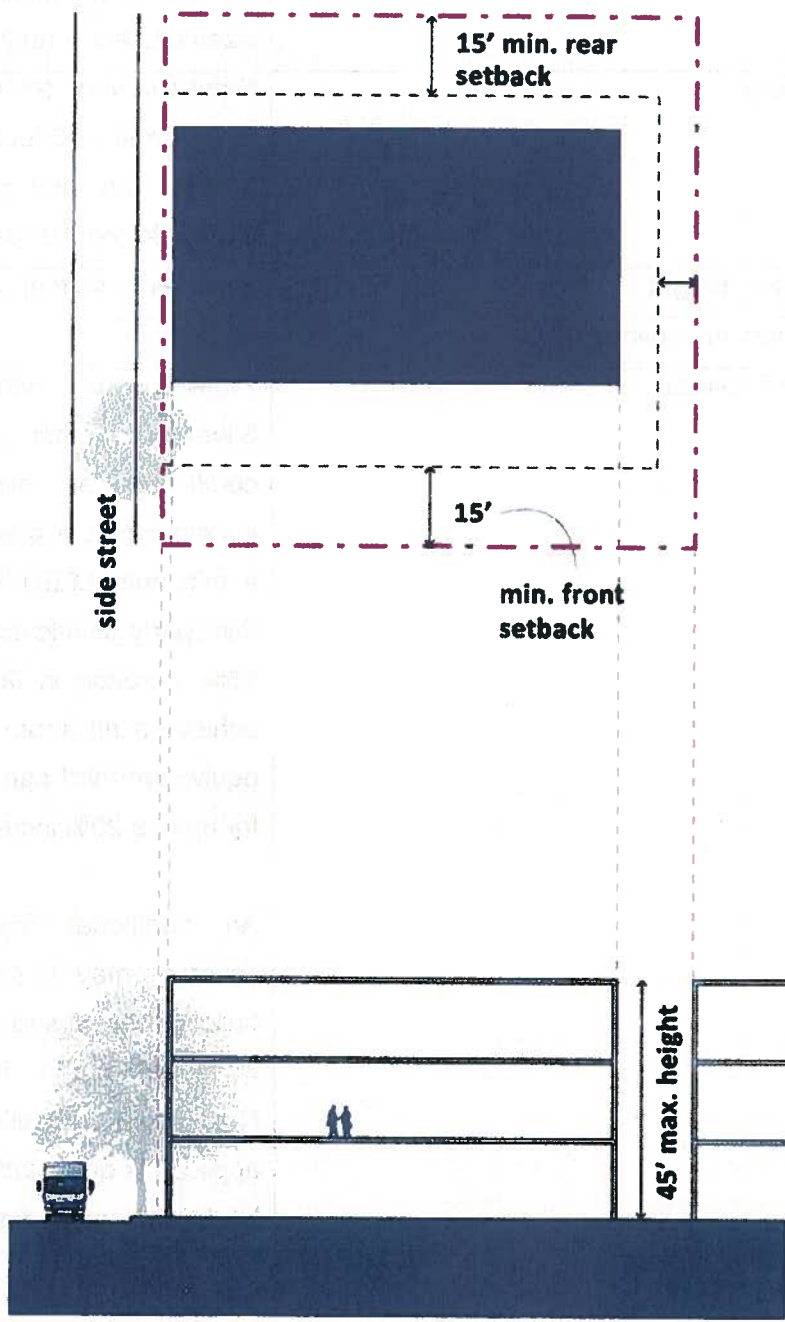
<u>Standard</u>	<u>I-1</u>
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f. For new industrial office flex space, a minimum project size of two acres.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer.
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

I-1

1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-1 Light Industrial District



Sec. 22-95. I-2 Industrial Planned District

The Industrial Planned District is intended to provide for light industrial uses in a well-planned area.

Table of Standards

<u>Standard</u>	<u>I-2</u>
Intensity	1.0 Floor Area Ratio
Minimum Site Area	A minimum project size of two acres, which can be subdivided and sold/leased in lot sizes not less than 20,000 s.f.
Setbacks	Front and rear - 25 feet Side, street – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Maximum Impervious Area	75 percent
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area. An additional 3% of impervious area coverage may be permitted for excellence in building design and landscaping beyond what is permitted in the Land Development Regulations. Excellence is measured by the applicant's quantitative and qualitative use of landscape and design elements such as

**Article IV. Districts,
Permitted Uses and
Development Standards**

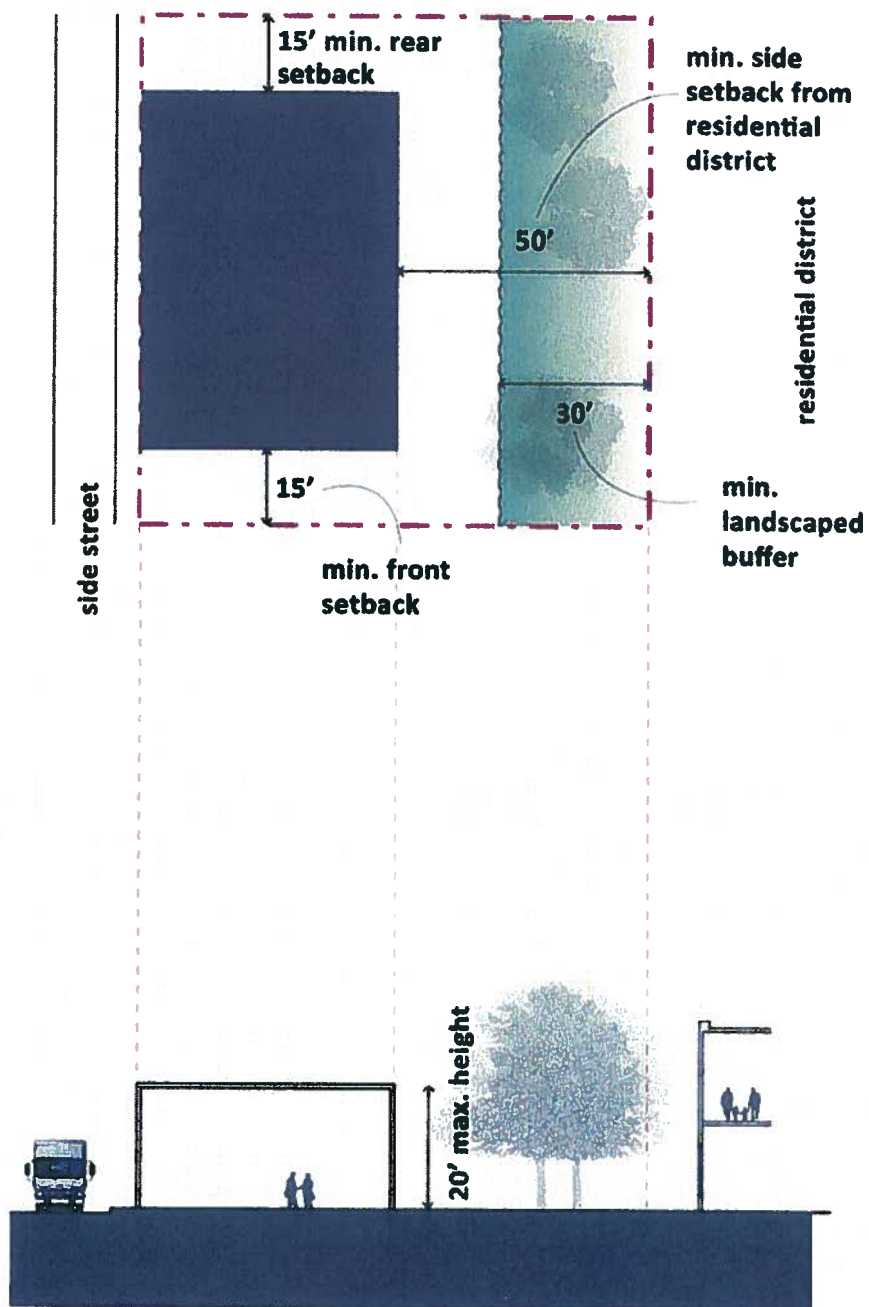
	vegetation, berms, graphic identification features, grounds, artwork, site illumination and sidewalks.
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I-2



1 per 400 sq ft
of Office

I-2 Liberal Industrial District



Sec. 22-93. I-3 Liberal Industrial District

The Liberal Industrial District provides for more intensive industrial operations at appropriate locations.

A. Prohibited uses

1. Animal slaughterhouse or abattoir
2. Arsenal
3. Asphalt manufacturing or refining
4. Asphalt paving plant
5. Asphalt storage, liquid or solid
6. Corrosive acid manufacture
7. Bag cleaning
8. Bone distillation
9. Blast furnace
10. Boiler works
11. Bulk storage of petroleum and petroleum products
12. Butane and propane manufacture and storage
13. Canning or compressing
14. Cement, lime, gypsum or Plaster of Paris manufacture or grinding
15. Concrete batching or transit mix plant
16. Cotton baling or compressing
17. Cotton gin or cotton oil mill
18. Creosote manufacture or treatment
19. Coke oven
20. Distillation of coal tar, petroleum, refuse, grain or wood
21. Drilling, production or refining of petroleum or inflammable liquids
22. Drop forge plant
23. Electric power plant
24. Enameling plant
25. Extraction of animal or fish fats and oils
26. Fat rendering

**Article IV. Districts,
Permitted Uses and
Development Standards**

27. Fertilizer manufacture, except cold compounding of non-odorous materials
28. Flour mill
29. Food grinding or processing
30. Foundry
31. Galvanizing plant
32. Gas holder
33. Gunpowder, fireworks or other explosives, manufacture or storage except as incidental to a permitted use
34. Garbage, offal, dead animal refuse, rancid fats, incineration, reduction or storage
35. Glue or gelatin manufacture, where the processes used include the refining or recovery of products from fish, animal refuse or offal
36. Grain elevator and storage
37. Grain mill
38. Hair factory
39. House wrecking yards, used building material yards
40. Livestock auction sales
41. Metal stamping and pressing
42. Oil compounding or barreling
43. Oil reclamation plant
44. Oil well equipment, storage, supplies
45. Paper and pulp mills
46. Paving plant
47. Potash works
48. Pyroxlin and pyroxlin product manufacture
49. Quarry or stone mill
50. Railroad roundhouse
51. Radium extraction
52. Rubber manufacture from raw materials
53. Salvage store and yard
54. Sandblasting

Article IV. Districts, Permitted Uses and Development Standards

- 55. Septic tank service
- 56. Sewage disposal plants
- 57. Shipbuilding or shipyard
- 58. Slag crushing or dump
- 59. Stone cutting, monument works
- 60. Storage of poisonous gases and insecticides
- 61. Smelting or refining of metals or ores
- 62. Steel manufacture
- 63. Stockyards or feeding pens
- 64. Sugar refining
- 65. Tire or rubber products manufacture
- 66. Vegetable oil manufacture, refining, storage
- 67. Wool pulling or scouring
- 68. Yeast plant

Table of Standards

Standard	I-3
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a

Article IV. Districts, Permitted Uses and Development Standards

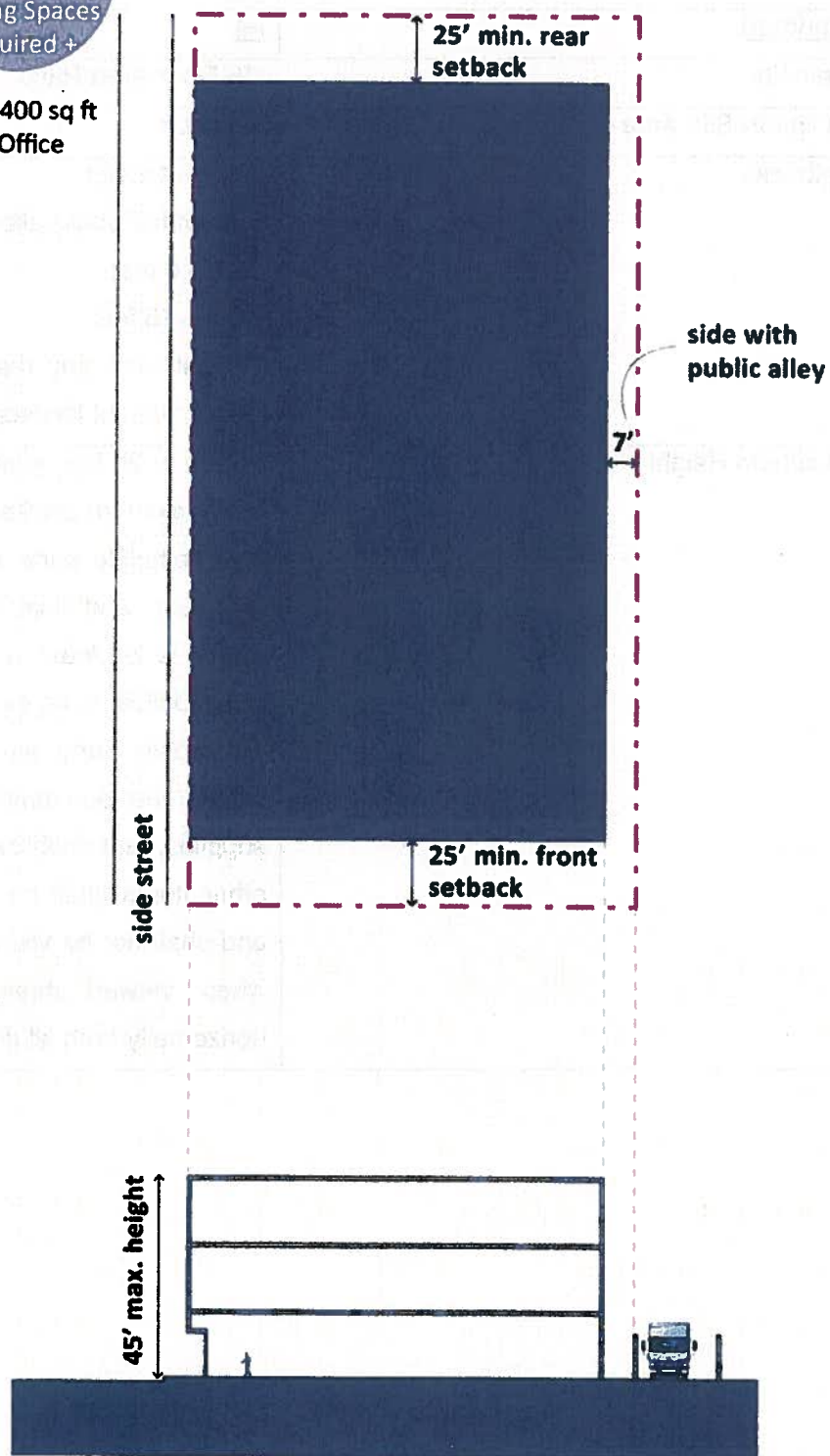
	15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.
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I-3

I-3 Industrial Planned District

1.0

 Per 2,500 sq ft
Parking Spaces
Required +

 1 per 400 sq ft
of Office


Article IV. Districts, Permitted Uses and Development Standards

Sec. 22-94. I-4 Liberal Industrial District, Storage and Salvage

This Industrial District provides for the below stated uses at appropriate locations.

1. Table of Standards

<u>Standard</u>	<u>I-4</u>
Intensity	.75 Floor Area Ratio
Minimum Site Area	One acre
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	1 story or 20 feet, whichever is less The maximum stacked height of automobiles or automobile parts shall not exceed fifteen (15) feet, and must be enclosed by a wall which is at least as high as the stacked automobiles; in no event shall automobiles or automobile parts, as stored, piled or placed, exceed the requirements herein. All material, supplies, automobiles, automobile parts, or other items shall be secured behind a wall and shall not be visible from off the property when viewed three hundred (300) feet horizontally from all directions.