

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Wednesday September 22, 2021
7:00 PM**

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Sherelean Bass
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 can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

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

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

CITY OF OPA-LOCKA

“The Great City”

AGENDA

REGULAR COMMISSION MEETING

September 22, 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:**

Regular Commission Meeting Minutes – 09/08/2021
- 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, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 21-0824100 AND FURTHER AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE AND ISSUE A REQUEST FOR PROPOSALS FOR QUALIFIED FIRMS FOR BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING AND**

MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SERVE AS THE CITY'S AUTHORIZED REPRESENTATIVE FOR THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND ANY RELATED AGREEMENTS AND PERMITTING THE EXECUTION OF DOCUMENTS NECESSARY TO RECEIVE AND ADMINISTER FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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 APPROPRIATE CITY OFFICIAL TO ENTER INTO AN AGREEMENT FOR A ONE-YEAR RENEWAL OF THE RMPK FUNDING CONTRACT FOR GRANT WRITING SERVICES WITH THE OPTION OF AN ADDITIONAL ONE-YEAR RENEWAL PERIOD; 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, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR THIRTEEN MILLION DOLLARS (\$13,000,000) TO BE USED TO RENOVATE A PORTION OF THE CITY'S WATER DISTRIBUTION SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING FMLA LEAVE FOR JOHN PATE, CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING/DENYING AN ADA REASONABLE ACCOMMODATION REQUEST FROM JOHN PATE, CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020, 08-2128- 002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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 A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN

NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

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

C. RESOLUTION(S)/PUBLIC HEARING:

17. CITY MANAGER’S REPORT:

**A. Financial Oversight and Reporting
FY 2020-2021 for the Period October 2020 – June 2021**

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Historic Environmental Preservation Board

2 at-large appointments

Fair Housing and Nuisance Abatement Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

Community Relations, Recreation and Activities Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Commissioner Davis)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Planning & Zoning Board

1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. City of Opa-locka and Feeding South Florida Drive-Thru Food Distribution, every 2nd and 4th Tuesday from 9:00 a.m. – 11:00 a.m., Sherbondy Village Park, 215 Perviz Avenue, Opa-locka, Florida.
- B. Opa-locka Community Redevelopment Agency Meeting, Tuesday, **September 21, 2021** at 5:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- C. City of Opa-locka Second Budget Hearing, Wednesday, **September 22, 2021** at 5:01 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- D. City of Opa-locka Bingo & Chill, Friday, **September 24, 2021** at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
Hosted by Commissioner John H. Taylor Jr.
- E. City of Opa-locka Historic Environmental Preservation Board Meeting, Tuesday, **September 28, 2021** at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- F. City of Opa-locka Planning & Zoning Board Meeting, Tuesday, **October 5, 2021** at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- G. **SAVE THE DATE:** Please join the City of Opa-locka for Conga Loca, a Hispanic Heritage celebration on Saturday, **October 16, 2021**. Food, Music, Dominoes & more.
- H. City of Opa-locka Human Resources Department presents “Who wants to work Wednesdays” Open House, every Wednesday from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st Floor lounge, Opa-locka, Florida. Offering on the spot interviews.

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

APPROVAL OF MINUTES

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

REGULAR COMMISSION MEETING

September 8, 2021

7:00 P.M.

1. CALL TO ORDER:

Mayor Pigatt called the meeting to order at 7:07 p.m. on Wednesday, September 8, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

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

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:

Commissioner Bass was sworn-in by Dr. Isaiah Muskgrove. Following the swearing-in, Commissioner Bass joined the Commission on the dais. *Commissioner Bass was appointed to fill the unexpired term of the late Commissioner Alvin Burke.*

Monique Stevens identified herself as the Director for the Walk to End Alzheimer's in Miami, made a presentation to the Commission on Alzheimer’s Awareness Month and invited them to their event on November 20th at Tropical Park.

Vice Mayor Williams presented the Director of the Walk to End Alzheimer’s in Miami with a proclamation on behalf of the City of Opa-locka.

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

Commissioner Bass pulled Agenda Items 13-5 and 13-7.

Vice Mayor Williams pulled Agenda Item 13-14.

Mayor Pigatt pulled Agenda Item 13-1.

Commissioner Davis pulled Agenda Item 13-11.

It was moved by Commissioner Bass, seconded by Commissioner Davis to approve the consent agenda.

The motion to approve the Consent Agenda passed by a 5-0 vote.

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

7. APPROVAL OF AGENDA:

Request to amend the agenda was read into the record by Assistant City Attorney Cobb:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR INDEPENDENT AUDITING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

Mayor Pigatt asked City Manager Pate to state the emergency nature of the proposed add-on item.

City Manager Pate stated that as it was discussed during the Audit Committee Meeting, it was his intent to have the resolution authorizing the issuance of a request for proposals for independent auditing services, included as an add-on item for the Commission Meeting Agenda. Mr. Pate said that he waited until Tuesday to receive any input from members of the Audit Committee, but when that input was not received, he moved forward with proposing it be included as an add-on item. The Manager said that because the City of Opa-locka is in a financial emergency, it is important to maintain audited financials and meet audit deadlines as a prerequisite for the approval of grants and loans and thus he said that the City's financial state affects the welfare of residents.

It was moved by Commissioner Davis, seconded by Commissioner Taylor to approve the addition of Item 14-1 to the Agenda.

There being no discussion, the motion to approve the add-on item passed by a 5-0 vote.

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

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – July 14, 2021

It was moved by Commissioner Taylor, seconded by Commissioner Davis to approve the minutes of the Regular Commission Meeting on July 14, 2021.

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

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

Regular Commission Meeting Minutes – July 28, 2021

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to approve the minutes of the Regular Commission Meeting on July 28, 2021.

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

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

Special Commission Meeting Minutes – August 18, 2021

It was moved by Commissioner Taylor, seconded by Commissioner Bass to approve the minutes of the Special Commission Meeting on August 18, 2021.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

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

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

Mayor Pigatt opened the Citizens' Forum.

Ms. Audrey Dominguez of 1147 Jann Avenue thanked the Parks & Recreation Department for taking the Seniors on the Move to the Jungle Queen, expressing that it was a great night out. Ms. Dominguez also urged the Commission to not approve Agenda Item 13-4. She also expressed her opinion that the change of lawn service companies proposed by Agenda Item 13-7 would be good for the City, and she suggested that residents be included on the

evaluation committee looking over the estimates received in response to the request for proposals.

Mr. Brian Dennis of 2140 York Street expressed that he didn't like what he heard during the last Special Commission Meeting. Mr. Dennis said that it was mind boggling for members of the Commission to speak glowingly about Commissioner Burke at his funeral and then question the finances that were paid to the funeral home. He asserted that it was embarrassing that the Commission questioned the expenditure of \$12,500 for Commissioner Burke's funeral expenses, while \$300,000 was stolen from the Building & Licensing Department, which he said the Commission is not questioning. Mr. Dennis added that he felt it was petty to pull up the charter because Commissioner Burke served the community. He shared that he gave the \$1,000 check to the coach as a member of the Booster Club, because of what Commissioner Burke said the parks needed. Mr. Dennis told the Commission to expect a public records request from him about all of the money that has gone missing in the past, including the funds for the football equipment which he said he is sure was more than \$12,500, but he said nobody is saying anything about. He concluded by urging the Commission to question the right things and not someone who gave their life to the City.

Jennifer Forbes of 2530 York Street urged the Commission to oppose Agenda Item 13-4 because she stated that she did not know why it was important to relocate the lift station and said that she received no notification about the relocation, despite the proposed site being right next door to her property. Ms. Forbes added that she thinks it is a very dangerous thing to relocate it in the midst of people's homes. She concluded by stating that she is upgrading her home and doesn't want it devalued by having a lift station relocated next to it.

Natasha Ervin of 670 Dunad Avenue stated that she thinks Commissioner Burke spent \$12,500 in gas, driving around the City, checking on residents and businesses to make sure everything is OK. Ms. Ervin said that she made one phone call and found out that the lawsuit which was referenced during the Special Commission Meeting, was unfounded. She informed the Commission that she called City Manager Pate to ask if the City was paying for a caterer, and that Mr. Pate almost jumped down her throat because she said that the Manager didn't go all out with the expenses for Commissioner Burke's funeral. Ms. Ervin also expressed her belief that the rest of Opa-locka would be speaking before the Commission as well if they knew that there was an issue with paying for Commissioner Burke's funeral. She shared that she has spoken with Commissioner Burke's wife three times, and that she has asked her what the Commission is doing and expressed that it is horrible. Asserting her opinion that the City is not going to get sued, Ms. Ervin said that the resolution should have said that an attorney needed to be found that knows what is going on in the City or should take five minutes to look up the information. She concluded

by urging the Commission to authorize the payment for Commissioner Burke's funeral expenses.

Toroni Mitchell of 14225 NW 22nd Place stated that she was told at a previous Commission meeting that someone was handling her inquiry about mortgage assistance for residents, but that she has not received a call, text or email from anyone about the situation. Ms. Mitchell asserted that it is unacceptable that the assistance was really not available, despite being offered to families that could not pay their rent because of the pandemic. She said that she is going to continue to come to the Commission meetings until she gets information about it. Ms. Mitchell also shared that she is planning an event in November to bring the City together, and hopes that her event is on the Commission's agenda for sponsorship either this year or next year. She acknowledged that the events for the kids on Christmas and Easter have been organized, but reminded the Commission that adults live in the City as well, and asserted that something needs to be planned to bring the City together, despite the financial crisis.

Lamar Cruse of 13831 NW 24th Avenue offered to support the event that Ms. Toroni Mitchell proposed. Mr. Cruse also asked the Commission and City Manager if any preparations are being made to address flooding in the City for the hurricane season. He said that in his area it gets so flooded, that he can backstroke in the water. Mr. Cruse offered his own financial support to start opening up drainage towards the City's lakes. He also said that if the proposed lift station is going to do something to help with the water issue, then so be it, but he said that if it is not, then it is a problem because he doesn't like any disturbance.

Chris Roberts of 540 Sharar Avenue expressed that she is troubled with the inconsistency within the City's departments. Ms. Roberts said that anything that Commissioner Burke could do to help build the City, he did as a loyal veteran and citizen and urged the Commission to pay the \$12,500 for his funeral expenses. She said that everything in the City sucks and asked when the change the Commission promised, is coming.

Ms. Dorothy Johnson of 13724 NW 22nd Place commended all of the members of the Audit Committee, and said that she hopes the Commission will support their recommendations. Ms. Johnson said that the proposed events calendar makes her think that the Commission is disconnected from the community and that they should ask what the people want. She expressed her concern that the City was lacking community engagement on the issue of the proposed relocation of the lift station. Ms. Johnson stated that Cairo Lane has needed to be fixed since 1982. She also said that everybody knew about the lawsuit challenging the City's prior payment of funeral expenses, and she said that she believes the Commission was aware of the cost of the funeral expenses for Commissioner Burke and are only now bringing up the lawsuit. Ms. Johnson urged the

Commission to work together to rectify the matter and stop battling amongst each other, because the residents are tired of it.

There being no additional persons to address the Commission, the public input portion of Citizen's Forum was closed.

Mayor Pigatt opened the floor for any comments from the Commission about the items addressed by the members of the public.

Commissioner Davis apologized to Ms. Toroni Mitchell for the delay in responding to her about the mortgage assistance. The Commissioner said he was under the impression that staff had gotten back to her on the issue, and assured him that he would have City staff reach out. He reminded her that the City exhausted all of its housing funds in December of last year, but that Miami-Dade County is providing those services.

Commissioner Taylor asked City Manager Pate if Ms. Jennifer Forbes and the residents were consulted about relocating the lift station next to their properties, as proposed by Agenda Item 13-4.

City Manager Pate stated that residents are not consulted until the conveyance of the land is done, pointing out that Agenda Item 13-4 has not yet been passed and thus there is no impending construction. Mr. Pate assured the Commission that notification will be provided upon passage of the item and offered to work with City Clerk Flores to draft a policy, so that things like this require a public hearing. He added that the reason the lift station has been proposed to be moved is because of capacity, flooding conditions and issues with overflowing waste water in that area, and that its current location is not feasible for its continued operation. The Manager also pointed out that it is not atypical for a lift station to be near a residential area.

Mayor Pigatt stated that he thinks the intent of Commissioner Taylor's question was specifically about notifying the community about the major change that would come with the proposed relocation of the lift station.

Commissioner Taylor noted that the Commission had already passed Agenda Item 13-4 as a part of the approval of the Consent Agenda, and asked if the residents will be notified about the construction of the proposed lift station, asserting that he is concerned about disturbing the properties of Ms. Jennifer Forbes and the other residents in the area.

City Manager Pate informed the Commission that in addition to the relocation of the pump station, the proposal also includes the building of a park on the property that is being conveyed from Miami-Dade County.

Commissioner Taylor asked that residents be notified of the full scope of the plan, as proposed in Agenda Item 13-4. He also asked if anything was being done to address Mr. Lamar Cruse's concern about flooding.

City Manager Pate reminded the Commission that the City's plan to address the significant flooding issues, has been preliminarily presented. The Manager asked his Executive Assistant Shamecca Lawon to take note of the concerns raised by Mr. Lamar Cruse about the unclogging of drains. He also committed to speaking with Public Works Director Airia Austin about cleaning drains in residential areas. Mr. Pate pointed out that some of the City's flooding issues can't be resolved by cleaning drains, because of infrastructure capacity issues. He also committed to providing the Commission with a written response in regards to this.

Vice Mayor Williams reminded Mr. Toroni Mitchell about the conversation that she had with her about the housing assistance being offered by Miami-Dade County.

Commissioner Bass agreed with Ms. Dorothy Johnson's request that residents be involved in the planning of City events. The Commissioner offered to have a conversation about things that residents would like to see going forward.

Mayor Pigatt joined Commissioner Bass in agreeing that City staff should address the needs of residents, including with the planning of events. The Mayor also pointed out that a flooding emergency has been declared in Opa-locka, and that action is being taken on the stormwater master plan which includes prioritizing the pump stations that can handle the capacity of the City as it grows. He added that he looks forward to discussing the agenda items on the pump stations and the paying for Commissioner Burke's funeral expenses. The Mayor concluded by asking City Manager Pate what the status was on the cleaning of the City's drainage system.

City Manager Pate asked Public Works Director Airia Austin to provide an update on the cleaning of the City's drainage system.

Public Works Director Airia Austin pointed out that the plan for the cleaning of the City's stormwater drainage system was approved at the last Commission meeting. Mr. Austin reported that the vendor was provided notice to proceed last week and they are scheduled to start the process of cleaning the 112 drains throughout the City, next week. He stated that hot spots will be addressed first.

Mayor Pigatt asked about the truck that was purchased several years ago to clean out the City's drains.

Public Works Director Airia Austin informed the Commission that the process is underway to hire a person on a full-time basis, to operate the truck to clean out the City's drains. He stated that the third party vendor will clean the drains, until the City is able to do it internally.

City Manager Pate pointed out that with the amount of flooding the City has, one truck is not sufficient to clean the number of drains that are required. He also said that it is not uncommon for a city to contract with a third party vendor to clean drains, which he reminded them the Commission already approved.

Mayor Pigatt noted that the agenda item on the proposed lift station had already been passed on the Consent Agenda. He asked if anyone on the Commission wanted the City Manager and Public Works Director to speak further on the item.

Commissioner Bass stated that she hopes the relocated lift station will not be a sore eye next to the park that is being proposed to be built on the same property, in consideration of the City's beautification efforts.

Commissioner Davis expressed his concern over how the proposed lift station is inconveniencing residents and made a motion to amend the agenda to pull Agenda Item 13-4, which was seconded by Vice Mayor Williams.

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

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

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER INC. TO PROVIDE ENGINEERING CONSULTING SERVICES TO REPLACE THE WATER MAINS IN THE CITY OF MIAMI GARDENS, NORTH OF NW 151st STREET TO NW 154th STREET BETWEEN 37th AVENUE AND 32nd AVENUE, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

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

Mayor Pigatt asked City Manager Pate to introduce the item.

City Manager Pate stated that the City of Miami Gardens is postponing improvements they want to make to the streets in the area, to provide the City of Opa-locka time to get the work done on the water mains and thus he thinks the work being proposed by Agenda Item 12-1, is vitally essential.

Mayor Pigatt asked where the City was in the process of replacing pipes throughout the City of Opa-locka.

City Manager Pate explained that the water main pipes do not belong to Miami Gardens, but that the repairing of the pipes will have an economic impact on Miami Gardens.

Mayor Pigatt stated that he understands that the pipes do not belong to Miami Gardens, but asked what the plan was to upgrade Opa-locka's pipes as part of the regular maintenance of the City's water infrastructure.

City Manager Pate stated that Mayor Pigatt's question about the City's pipes was not related to Agenda Item 12-1. Adding that it was the first time he heard the question and that there was no email in regards to this sent by the Legislative Aide, the Manager said that he was not prepared to respond to the question and offered to provide the Commission a report on the matter.

Mayor Pigatt shared that he asked the City Manager the question about the plan for the City's pipes during the agenda briefing, noting that the water system is in need of upgrade and has been an infrastructure challenge for many years. He said that as the Commission discusses the subsection of the project, he would like to see the plan to upgrade the City's pipes, how it ties into the water rates and wanted to know when the Commission can get a clear understanding of that. The Mayor expressed that he understands if the City Manager is unable to provide the information immediately, but asked if the Commission can get a clear picture of what the City is going to do in terms of the needs assessment study and when it will be put in an up-coming budget, and when there will be a water rate study, so that the Commission can address it, noting that it is an issue that residents talk about on a regular basis.

City Manager Pate thanked Mayor Pigatt for his request and assured the Commission that he would work with the Public Works Department to provide an answer to the Commission. The Manager acknowledged that the Mayor was provided with a response to his concerns

about water rates during his Agenda Briefing, and offered to provide the response in writing to the entire Commission.

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

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

2. **[13-4] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE CONVEYANCE OF LOT 25, YORK STREET, IN THE CITY OF OPA-LOCKA (IDENTIFIED BY FOLIO 08-2122-011-0990), FROM MIAMI-DADE COUNTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EAC CONSULTING, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE REHABILITATION AND RELOCATION DESIGN FOR LIFT STATION NO. 4 TO YORK STREET, LOT 25; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to discuss Agenda Item 12-4.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-4.

City Manager Pate stated that Agenda Item 12-4 proposes the conveyance of land from Miami-Dade County to the City of Opa-locka, where a lift station is being planned to be relocated. The Manager pointed out that the land was originally owned by Opa-locka CDC, and reminded the Commission that the Opa-locka CDC CEO had notified them to see if there was any objection about the request to have the land conveyed back to the City. Mr. Pate informed the Commission that the Miami-Dade Board of County Commissioners has already voted to approve the conveyance, but noted that the City Commission does have the ability to reject the conveyance. He shared his opinion that the proposed lift station is vitally needed as part of the City's wastewater plan and that he is willing to work with the residents whose properties are adjacent to the proposed site for the lift station, to have them

consulted on the planned design. The Manager added that the property will also include a public park, in addition to the lift station.

Vice Mayor Williams asked if the proposed lift station will be in the back part of the property with the park in front of it, and she also asked if there was a plan to build a structure around the pump station, as she has seen other Cities do.

City Manager Pate stated that a proper structure would be built around the pump station to secure it because it is bio infrastructure for wastewater, and he offered assurances that it will reflect the City's architecture. Mr. Pate offered to organize a workshop to discuss the design of the pump station with residents. He also stated that the proposed pump station is a modern one that will not make noise.

Public Works Director Airia Austin confirmed that the pump station will be in the back part of the property and will be enclosed in a concrete structure to mitigate the noise and smells, similar to the lift station at Sherbondy Village. He said that it will be similar to the pump station at Sherbondy Village and assured the Commission that residents will be engaged on the design of the pump station.

Vice Mayor Williams pointed out that the pump station at Sherbondy Village is next to the playground and often smells and asked if Public Works Director Airia Austin could guarantee that the proposed lift station will never have an odor.

Public Works Director Airia Austin informed the Commission that the proposed lift station will include treatment systems for the aroma, but he is unable to say that it will never have an odor.

City Manager Pate pointed out that the pump station at Sherbondy Village is older and will be assessed for possible upgrade, but that he will address the smell that is impacting residents and children. The Manager assured the Commission that the City will not engage with any company to construct the lift station, if they are not able to provide protocols to ensure there is not an inappropriate smell.

Commissioner Taylor asked if the City requested the property being proposed to be used for the lift station and if any other property was considered that would not affect residents.

City Manager Pate explained that because Opa-locka CDC had control of the property, the City must state its intent. The Manager said that the location being proposed for the lift station is the most economically feasible, because any other site would have to be purchased at market value, unless another site that is owned by the City is found. He pointed out that Miami-Dade County is only charging the City \$10, and thus he would not

advise having the lift station in another area. Additionally, he pointed out that it is not uncommon for a lift station to be in a residential area.

Commissioner Taylor acknowledged the concerns being expressed by residents about the proposed lift station and asked if they can be consulted, despite the City's ordinances not requiring it because he said that it should be done.

City Manager Pate assured Commissioner Taylor that the residents will be consulted on the design of the pump station. Mr. Pate also said that he will work with City Clerk Flores to draft a policy that will ensure more public input on these issues. He added that the Commission may want to include a policy on conveyance of property in the City Charter as part of the Charter review that is needed.

Commissioner Davis asked if residents can still be included in the process and design of the proposed lift station, if the Commission approves Agenda Item 12-4.

City Manager Pate informed the Commission that they will still need to approve an item for the construction of the pump station, and offered assurances that meetings with the residents will occur before that item comes before them.

Commissioner Davis acknowledged that despite it being economically feasible to move forward with the proposed relocation of the lift station, but he also asserted that he looks forward to having conversations with residents about the design of the lift station, acknowledging that they are rightly concerned with the proximity of sewage to their home and the potential public safety concerns that the proposal presents.

Mayor Pigatt stressed that because the Commission heard from a resident in opposition to the pump station proposed by Agenda Item 12-4, they want to make sure the sound, smell and beautification impacts on the area are thoroughly thought through and are included in the design documents. The Mayor said that while a letter was sent to the Commission in April, he said that they receive a lot of letters and made it clear that the Commission wants to offer the courtesy of conversations with the community. He also asked how residents will be able to be involved in the design of the pump station, if it is not stipulated in the contract that the Commission is being asked to pass.

City Manager Pate assured the Commission that despite him not being a resident, he cares about resident concerns. The Manager asked the Commission to trust in his office, and assured them that he will take action on their will to have residents engaged in the design process for the proposed lift station. While he noted that the Commission could amend Agenda Item 12-4 to direct him to discuss the design with the impacted residents, he said that it will happen and that he just need to work with City Clerk Flores to determine how

the City handles advertisements for community development and then will announce the workshop to have the community provide input on the design.

There being no further discussion on Agenda Item 12-4, the resolution passed by a 5-0 vote.

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

3. **[13-5] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY DECISION TO SECURE H&R PAVING, INC. FOR TEMPORARY ROADWAY RESURFACING REPAIRS ON CAIRO LANE WITHIN THE CITY; AUTHORIZING ROADWAY REPAIRS, IN AN AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$248,500); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to discuss Agenda Item 12-5.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-5.

City Manager Pate pointed out that the City had a flooding emergency on Cairo Lane that impacted the passability of the roadway and the impact on businesses. The Manager reported that he met with several of the businesses in the area over the past three months, who expressed concerns over the economic impact that the flooding was having on them. Identifying it as a liability, he asserted that it is essential that the roadway repair be done and asked 300 Engineering to provide a presentation on the progression of the work on Cairo Lane.

Ana Dvorak and Franklin Torrealba of 300 Engineering Group provided the Commission with an update on the Cairo Lane, NW 127th Street and Alexandria Drive Project .

City Manager Pate explained some of the concerns that have been raised by businesses, including the fact that the businesses on Cairo Lane have had their property taxes reduced

because of the state of the roadway, and that the City could recover the lost assessments when the taxes on those businesses go back up, once the road is repaired. The Manager said that his staff was not initially available to meet with Mayor Pigatt and 300 Engineering, but he ensured staff was in the meeting upon hearing that the meeting was scheduled and he said he thought it was prudent for the rest of the Commission to hear the same presentation.

Commissioner Bass expressed that she does not want to see the money being put into Cairo Lane be put to waste, as it has in the past. The Commissioner reported that she received a call about trucks tearing up what had already been mended. She said that she is concerned about the traffic tearing up the street, and said that she is looking forward to the end results of the work being done on Cairo Lane.

City Manager Pate informed the Commission that while the temporary road was done with asphalt and thus will be damaged, he offered assurances that the final road will be done with concrete. The Manager recalled that Cairo Lane has been an issue since he started serving as City Manager 2 years ago, and acknowledged that there have been many issues including the waste in the sewer, that the Commission approved to pay to remove at the beginning of the year. He reported that the project is progressing based on guidance from the state which stipulated having one engineer to manage the entire project.

Commissioner Taylor asked why the temporary asphalt was used and when the Commission can expect to see the permanent road.

City Manager Pate said that the money being invested now was used to repair the base of the road with the asphalt and will make the roadway sturdier when the concrete is laid down on top of the asphalt over a year from now. The Manager said that rather than waiting until next year, the roadway was made passable so that the City could have Code Enforcement out there and the police can also get down the roadway to stop those people engaged in illegal dumping. He assured the Commission that minor repairs that need to be made to the temporary asphalt road, will be done but re-stated that the permanent roadway will be concrete and that it will come before the Commission another two to three times for approval of the cost of the final concrete road.

Franklin Torrealba of 300 Engineering Group assured the Commission that the permanent road and Cairo Lane project will be complete by December of 2022 based on their expedited schedule.

City Manager Pate reminded the Commission that the pandemic delayed construction nationwide, which has delayed projects in many cities and impacted the timeline for the project being proposed in Agenda Item 12-5. The Manager assured the Commission that he is being very aggressive with 300 Engineering Group to complete the project.

Vice Mayor Williams asked how long the final concrete road can be guaranteed before the same damage occurs again from trucks driving on the roads.

Franklin Torrealba of 300 Engineering Group informed the Commission that concrete roads are very durable, and can last 10, 15 or 20 years.

Ana Dvorak of 300 Engineering Group added that the drainage infrastructure that will also be improved as part of the proposed project, will ensure that the road will not erode as quickly. She stated that they will combine a new material that is more adequate for the traffic use with better stormwater management.

City Manager Pate said that he will ask the Commission to request additional assessments of the businesses in the area, once the proposed infrastructure and beautification projects are complete. The Manager pointed out that assessing the businesses requires getting approval from Miami-Dade County, and that once the infrastructure has been repaired, the City will be in a good position to get additional assessments. He reminded the Commission that assessments from those businesses will impact the ability to repair the road again in 20 years. Mr. Pate also pointed out that the City allowed businesses to be built in the area 15 to 20 years ago without the proper drainage and that he and Public Works Director Airia Austin have been reporting those businesses to DERM, but he said that DERM is stating that the City has to fix its issues because it is difficult to determine where the runoff is coming from. The Manager said that once the City makes its infrastructure improvements, DERM can enforce environmental protections on the businesses. He also shared that Mr. Austin's presentation to DERM on what the City has done to improve, was highlighted for all of Miami-Dade County.

Mayor Pigatt recognized that the Cairo Lane project is part of one of Opa-locka's four major challenges. The Mayor noted that every year something comes up that prevents Cairo Lane from getting done. He reported that in a meeting he had directly with 300 Engineering Group, the contractor stated that illegal dumping slowed the project over the last. Recalling that the Commission approved funding to clean up the trash and oil, and said that the contractor informed him that they were waiting on a notice to proceed from the City to get the illegal dumping cleaned up. The Mayor requested that the Commission be provided a report in September 2021 on whether or not the debris has been removed, and in December 2021 whether the design phase has begun, as well as a report at each phase of the project. The Mayor asserted that because the flooding challenges have caused so many headaches for the businesses in the area and the project is holding up millions of dollars in funding for other infrastructure projects, the Cairo Lane project must get done as swiftly as possible.

City Manager Pate assured the Commission that there is no delay on his part, pointing out that he is waiting for a fully executed contract that requires several signatures before

issuing the notice to proceed to the contractor. He said that the Commission has to approve several phases of the project, but that he is happy to provide them a report. The Manager said that he informed the Mayor that his staff would not be available to be part of his meeting with 300 Engineering because they just came off of a holiday, and that he only made his staff available because he felt the Mayor was infringing on day-to-day operations. He said that the engineers were made available for their presentation at the Commission meeting so that everyone on the dais gets the same level of information.

Mayor Pigatt asked if the updates could be provided at each phase.

City Manager Pate said that if it was the will of the entire Commission, an update could be provided, despite it being an additional mandate in addition to the phases of the project that already have to be provided.

Mayor Pigatt asked City Attorney Norris-Weeks if the Commission can schedule meetings with anyone.

City Attorney Norris-Weeks noted that she did not know all of the parameters of the meeting, but she stated that the Commission can't direct the engineers or anyone else to do things that the City Manager would not be privy to, but that as is done in other cities, it is possible for the Commission to meet with contractors to receive updates and answer questions. Attorney Norris-Weeks said that generally the meeting would be attended by someone from the City Manager's office, but does not have to be.

Mayor Pigatt informed the Commission that he had reached out to the City Attorney to confirm he could move forward with the meeting with 300 Engineering. The Mayor stressed that the Commission needs very clear updates on the project being proposed by Agenda Item 12-5.

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

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

4. [13-7] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR LAWN, SHRUBS, TREES AND PALM MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to discuss Agenda Item 12-7.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-7.

City Manager Pate stated that Agenda Item 12-7 proposes the authorization of a request for proposals to ensure that the City has the proper contractors needed to support the City's beautification efforts.

Commissioner Davis recalled that pressure cleaning gained consensus from his colleagues during the Commission Priorities Workshop, and thus he proposed that pressure cleaning services be added to the proposed resolution in Agenda Item 12-7.

City Manager Pate stated that he accepted the friendly amendment to add pressure cleaning within the body of the resolution proposed in Agenda Item 12-7.

Mayor Pigatt asked if the amendment offered by Commissioner Davis would require that the lawn maintenance company contracted through the request for proposals included in Agenda Item 12-7, would also handle pressure cleaning.

City Manager Pate stated that based on the amendment offered by Commissioner Davis, the lawn maintenance company contracted through the request for proposals included in Agenda Item 12-7, would pressure clean areas that the Public Works Department is not able to get to, as a supplemental service to the pressure cleaning that Public Works staff already does.

Mayor Pigatt asked if the amendment to include pressure cleaning in the request for proposals included in Agenda Item 12-7, would be for the wholistic pressure cleaning services that were discussed during the Commission Priorities Workshop.

City Manager Pate stated that Agenda Item 13-6 rejected all of the requests for proposals that were received for city-wide lawn maintenance services, and he pointed out that it was passed when the Commission approved the Consent Agenda.

Mayor Pigatt asked if the amendment to include pressure cleaning in the request for proposals included in Agenda Item 12-7, would be city-wide or just for alleyways, medians and parking lots as stipulated in the current request for proposals as it was originally drafted prior to the amendment.

City Manager Pate offered to add city-wide pressure cleaning services to the request for proposals in Agenda Item 12-7.

There being no further discussion on Agenda Item 12-7, the resolution passed by a 5-0 vote.

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

5. **[13-11] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SUBMIT A GRANT APPLICATION TO THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR SEVEN MILLION DOLLARS (\$7,000,000.00), TO BE USED TO DREDGE THE 127TH STREET CANAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to discuss Agenda Item 12-11.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-11.

City Manager Pate asked Public Works Director Airia Austin to introduce Agenda Item 12-11.

Public Works Director Airia Austin informed the Commission that the proposed dredging of the 127th Street canal to mitigate flooding of adjacent properties, will be dependent on the awarding of funding from a federal grant.

Commissioner Bass said that she is praying to the good Lord that what is proposed in Agenda Item 12-11 happens.

There being no further discussion on Agenda Item 12-11, the resolution passed by a 5-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

6. **[13-14] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PAY A PORTION OF THE FUNERAL EXPENSES FOR THE LATE COMMISSIONER ALVIN BURKE, IN AN AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

It was moved by Commissioner Davis, seconded by Commissioner Taylor to discuss Agenda Item 12-14.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-14.

City Manager Pate requested that Agenda Item 12-14 be pulled because a legal opinion came in after 7:00 PM and he has not had a chance to thoroughly review it with the State of Florida. The Manager asked that the item be deferred to the next regular Commission meeting.

City Attorney Norris-Weeks informed the Commission that she had verbally informed City Manager Pate of the legal opinion she provided to him and the Commission on Agenda Item 12-14 and offered assurances that because of an emergency, the opinion was not able to get out earlier.

City Manager Pate requested the deferral of Agenda Item 12-14 to the next Commission meeting so that he has time to review it with the State of Florida, because he believes that the legal opinion provided by City Attorney Norris-Weeks has implications that may affect Opa-locka in the future, with an impact to the process for the ratification of items.

City Attorney Norris-Weeks asserted that she drafted her legal opinion on Agenda Item 12-14, to be specific to the item based on what was told to her by the representatives of the state of Florida, and she added that the legal opinion she provided has no bearing on the ratification of future items.

Vice Mayor Williams addressed City Attorney Norris-Weeks and said that at the last Commission meeting, she was told that the resolution proposed by Agenda Item 12-14 did not need to come before the Commission, and she is confused as to why it is back on the Agenda.

City Attorney Norris-Weeks said that she would have to address her question to City Manager Pate, because she did not make that statement. Attorney Norris-Weeks recalled that the Manager had stated that he had the discretion to pay anything up to a certain amount, but that she pointed out that a lot of other factors have to be considered.

City Manager Pate stated that the statement was made at the last Commission meeting by the City Attorney and is on the record.

Vice Mayor Williams said that is not true.

City Attorney Norris-Weeks stated that is not true. Attorney Norris-Weeks added that she told City Manager Pate that she did not participate in any way in his decision making and didn't know about it.

City Manager Pate said that Vice Mayor Williams asked a specific question at the last Commission Meeting, not of him, but of the City Attorney and whether the resolution proposed in Agenda Item 12-14 was required to come before the Commission, and he said that he never answered that question.

City Attorney Norris-Weeks said that is a flat out bold misstatement because she never said that and in fact, said the opposite of that. Attorney Norris-Weeks recalled that her first statement to City Manager Pate at the last Commission Meeting was to inquire about the public purpose of the resolution proposed in Agenda Item 12-14, adding that she told him that on the day she saw the item. The Attorney also asserted that Mr. Pate's insinuation that she and the Clerk participated in his decision making, was preposterous. She stated that she would not have said anything had stuff not just been made up, but she felt she had to defend herself, and stressed that anybody who was sitting in the meeting would have heard her clearly.

City Manager Pate stated that he will review the tape of the last Commission meeting and go from there.

City Attorney Norris-Weeks stated that the Manager needs to do that.

City Manager Pate said that if it is the Commission's will to continue discussing Agenda Item 12-14, that he is perfectly fine with that.

Mayor Pigatt stated that despite the item being pulled, he wanted to make it very clear that the decision the Commission was being asked to make by the resolution proposed in Agenda Item 12-14, was the most abhorrent decision he has ever had to make on the dais and he does not like that the Commission has been put in this position. The Mayor noted that residents addressed the Commission to say that they were in the wrong because their understanding was misconstrued, and he said that it comes from the City Manager's Office.

He said that there was a very clear legal opinion about the rules and regulations, and that while he is going to wait until the next Commission Meeting, he believes there need to be some consequences because of the decision.

City Manager Pate asked to be recognized by Mayor Pigatt.

Mayor Pigatt suggested that City Manager Pate should not want to continue the discussion.

City Manager Pate said that because the Commission already started the discussion, he should be allowed to make a comment.

Mayor Pigatt asked City Manager Pate to proceed.

City Manager Pate stated that there was no spin and that the lawsuit that related to the City's expenditures for funeral expenses, was brought to him the day of the last Commission meeting after the proposed resolution was already an Agenda Item. The Manager asserted that he found out about the lawsuit the same day that everybody else found out and he made a public statement in regards to it. He assured the Commission that if he had known about the litigation, this would have never happened. Mr. Pate said that he and other parties conducted research on the previous ordinance and its repeal, and noted that there is nothing stating the reason for the repeal. He also stated that there is nothing written in the City's Code or Ordinances that a \$12,500 expense has to come before the Commission under any normal circumstances. The Manager asserted that the only mistake he made was not making courtesy phone calls to the Commission and the Mayor. He reported that because of the Commission's hesitation to ratify the funds expended for Commissioner Burke's funeral, he contacted the funeral home to get the funds back because the Commission stated that the expenditure was potentially made for an improper purpose. Mr. Pate said that he did not want the Burke family to have to deal with this if the Commission made the decision not to ratify the funds. He said that if there had been pure intent, the lawsuit would have been sent to him days before and he said that he would have cancelled the Special Commission Meeting. The Manager also stated that the state of Florida requested that the Commission ratify the funds and he followed their stipulation.

Mayor Pigatt stated that he does not like lying on the record.

City Manager Pate asked if Mayor Pigatt was accusing him of lying.

Mayor Pigatt stated that he is going to be very clear and said, yes.

City Manager Pate stated that nobody is lying on record.

Mayor Pigatt asked City Attorney Norris-Weeks to respond.

City Attorney Norris-Weeks stated that she was not the person who brought the issue of the lawsuit to City Manager Pate and that he brought the issue to her. Attorney Norris-weeks said that if she had been allowed to review the code, she would have seen that it had been repealed on this issue, which is the information the Clerk had given. She noted that the 2003 lawsuit happened prior to her serving as City Attorney, nor was anyone else on the dais.

Commissioner Taylor suggested that if City Manager Pate pulled Agenda Item 12-14, then the Commission should move on because the conversation is very sensitive and having an argument over one of their colleagues does not look good to residents.

Mayor Pigatt stated that what has been put in front of the Commission is not about their colleague but about a decision that was made by City Manager Page's Office that can get them into legal issues. The Mayor committed to move on for the sake of the Commission, but when the item is brought back up, he said that he will clearly identify the misstatements that were brought up. He also pointed out that he asked for the full cost of Commissioner Burke's funeral expenses, and that it has not been provided. Mayor Pigatt stated that the Commission needs to protect the City and its taxpayers, and make sure that the Manager understands and implements the laws. He noted that the Commission had said they needed a legal opinion before they voted on the item, and that the item was placed on the Agenda without that legal opinion having been provided as part of the backup documentation. Now that they have the legal opinion, Mayor Pigatt expressed his hope that it is a part of their next discussion, so that the record is clear about what they have to do as a Commission.

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. [13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI DADE-COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR THE DRAINAGE SYSTEM IMPROVEMENT OF NW 30th AVENUE, IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND SEVENTY CENTS (\$135,368.70), WITH AN ADDITIONAL TEN PERCENT (10%) CONTINGENCY BUDGET OF THIRTEEN THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS (\$13,537.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

2. [13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR ROADWAY MILLING & RESURFACING; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PROVIDE MILLING AND RESURFACING SERVICES WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY-TWO THOUSAND TWO HUNDRED NINETY DOLLARS AND NINETY-FOUR CENTS (\$292,290.94); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
3. [13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 18- 0907100 AND FURTHER AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE AND ISSUE A REQUEST FOR PROPOSALS FOR QUALIFIED FIRMS FOR LAWN MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
4. [13-8] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ESTABLISHING THE ANNUAL CITY SPECIAL EVENTS LIST, CALENDAR AND BUDGET FOR THE 2022 FISCAL YEAR, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
5. [13-9] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR COMMUNITY SHUTTLE BUS SERVICE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
6. [13-10] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF MILLER, LEGG & ASSOCIATES, INC. FOR A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN PURSUANT TO RFP NO. 21-0630100 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME, IN A FORM ACCEPTABLE TO THE CITY

ATTORNEY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$147,500.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

7. **[13-12] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO SUBMIT A GRANT APPLICATION TO THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR SIXTEEN MILLION DOLLARS (\$16,000,000.00) TO BE USED TO IMPROVE THE STORMWATER DRAINAGE INFRASTRUCTURE FOR THE COMMERCE NORTH SECTION OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

8. **[13-13] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO FILE A LEGAL ACTION PERTAINING TO THE VACATION OF AN ARBITRATION AWARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

14. NEW ITEMS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR INDEPENDENT AUDITING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

It was moved by Vice Mayor Williams, seconded by Commissioner Bass to discuss Agenda Item 14-1.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 14-1.

City Manager Pate stated that Agenda Item 14-1 includes a request for proposals that came before the Audit Committee last week and is now coming before the Commission.

Mayor Pigatt stated that as the Chair of the Audit Committee, he wanted to update the Commission and informed them that the request for proposals included in Agenda Item 14-1 would approve the contract for the next 2 audits. He reported that the Audit Committee recommended that the contract for the audits be changed from a 3 year contract with 2 year options, to a 2 year contract with a 1 year option. The Mayor noted that if the City is able to get its last 2 audits done and also take care of the Finance Department, it would be possible to potentially get out of financial oversight by the end of next year. He concluded by informing the Commission that the Audit Board recommended that the resolution proposed by Agenda Item 14-1 be approved so that the City's top challenge can be taken care of.

There being no further discussion on Agenda Item 14-1, the resolution passed by a 5-0 vote.

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

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):

C. RESOLUTION(S)/PUBLIC HEARING:

17. CITY MANAGER'S REPORT:

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

City Manager Pate stated that he will provide the Commission with a full financial overview of the expenses the City had, based on a presentation made by Financial Consultant Gerri Lazarre and the expense reports that they have been receiving. He also said that they will see his update after Friday, and offered to answer any questions before the Commission meeting. The Manager noted that the Commission was off in August and lamented the unfortunate events that happened.

Stating that the Commission is back to full speed in September, he welcomed Commissioner Bass back to the dais and said that he and his staff are excited to work with her moving forward. He stated that he sent an email to the Commission in regards to various emails that were sent over the last couple of days, and reported that he has directed the Chief of Police to open a full internal investigation into the matter alleged in the emails. The Manager offered assurances that the investigation is being handled by the Chief without the Manager's participation to ensure that there are no improprieties. He said that his biggest concern is the anonymous emails making outlandish allegations, noting that there are policies in place in the City as well as outside of the City that have been used on multiple occasions, to request protection for using the proper complaint process. Mr. Pate asserted that his office does not participate in retaliation of any nature against staff members. He committed to have the Commission apprised of the outcome of the investigation, which he said he hopes can meet the expedited timeline of completion in the next 2 weeks. Additionally, he stated that whatever issues are brought up by the investigation, will be addressed in the appropriate manner. City Manager Pate also said that he wants everyone to know that the Chief of Police runs his agency, which is what he hired him to do. Acknowledging the progress that has been made by the Police Department, he pointed out that they have a new fleet of vehicles and that crime has gone down.

Mayor Pigatt opened the floor for any questions the Commission had for City Manager Pate.

Commissioner Bass thanked the Commission for giving her the opportunity to serve the community again. The Commissioner shared that having the opportunity to watch as a regular Citizen with a little knowledge of government, made a difference in how she sees herself and everyone sitting on the dais. She also expressed that she hopes what the City Manager said is true, because she heard horrible stories about the Police Department. The Commissioner said that there is some truth to every lie, and is looking forward to seeing the details of the report.

Commissioner Williams asked if the allegations in the email about the Police Department were true.

City Manager Pate said that he sent an email to the Commission stating that the allegations were not true. The Manager said that in his 15 years of work in government, he has never seen some of the things that happen in Opa-locka. He pointed out that the City's whistleblower ordinance was updated last year, and lamented over the email that he characterized as slanderous. Recalling that there were a myriad of problems in the Police Department when he began serving as City Manager in 2019. He said that the Chief of Police has 30 years of experience and he assured the Commission that the Chief has an obligation to report any improprieties in the agency, to outside authorities and can bypass the Manager. Acknowledging that he may make mistakes, he said that he is not unethical and asked why other departments are not accusing him of terrorizing them. City Manager Pate stated that he would resign before embarrassing the Commission with any of this.

Mayor Pigatt stated that he would accept the resignation.

City Manager Pate stated that he said that if the allegations were true, but they are not true and said that it was improper, noting that the members of the Commission regulate each other and that the Manager can't say anything. Mr. Pate said that what was said was insulting, and that negativity and innuendo are used to push people out. He concluded by asserting that he has confidence in the Police Chief and his staff member to do a full investigation.

City Attorney Norris-Weeks proposed that a shade meeting be scheduled at 6:45 PM on Wednesday, September 15th, noting that the Commission has its First Budget Hearing scheduled on the same date at 5:01 PM.

Mayor Pigatt pointed out that it is very hard to set a time certain to end the conversations that are had during the budget hearings, and that if the budget discussion was not done at the time the shade meeting is scheduled, everyone would have to clear out of the meeting hall.

City Attorney Norris-Weeks asserted that the Commission needs to have the shade meeting, and suggested that because the Commission has already gone through the budget a couple of times, there may not be a ton of people at the meeting.

Commissioner Taylor suggested that the Budget Hearing and the shade meeting both be done on the same night.

Vice Mayor Williams stated that she was OK with having a recess of the Budget Hearing, to have the shade meeting.

Commissioner Davis stated that he would be more in favor of having the shade meeting on another day, but that he would yield to the consensus of the Commission.

Commissioner Bass stated that she would be OK with the shade meeting either being held at 6:45 PM on the same evening as the Budget Hearing, or on another day.

Mayor Pigatt acknowledged the consensus of the Commission was to hold the shade meeting at 6:45 PM on Wednesday, September 15th, the same evening as the First Budget Hearing.

City Attorney Norris-Weeks read into the record the public notice of the Commission's shade meeting to be published by City Clerk Flores, scheduled for September 15th at 6:45 PM to discuss the pending litigation matter of George Suarez et al. vs. City of Opa-locka, Case #2017-008285-CA-01.

City Attorney Norris-Weeks also informed the Commission that she has been in contact with City Manager Pate's attorney, and she said that he is aware of the conversations. Attorney Norris-Weeks reported that Mr. Pate's attorney wants a request to be made of the Commission on his behalf, to officially approve the Manager's FMLA leave request that was made in January to Human Resources Director Kierra Ward. She said that his attorney explained that Manager Pate's

doctors recommended that the leave take place a few times a month on an intermittent basis. Ms. Norris-Weeks expressed her support for the Commission ratifying the leave request and asked that the Commission maintain Mr. Pate's privacy.

Mayor Pigatt asked if a resolution needs to be brought before the Commission for them to approve the FMLA leave time that City Manager Pate had previously requested and taken.

City Attorney Norris-Weeks pointed out that there is latitude because she is bringing the item before the Commission, thus not requiring that it be a future Agenda item, but that it could also be proposed as a resolution to come before the Commission. Attorney Norris-Weeks expressed that she was trying to be sensitive to having a public document on record, but still have the Commission's blessing on something that has already been done.

Mayor Pigatt stated that he would like to see something clearly in writing to analyze the request, so that they can figure out how it ties to the accounting of leave time, which he said he has been requesting for over a year.

City Attorney Norris-Weeks suggested that the Commission may want to address the process for the City Managers' leave requests, but expressed concern about proposing a formal resolution that could lead to questions about what is wrong with Mr. Pate, in violation of HIPAA.

Commissioner Taylor asked if City Attorney Norris-Weeks wanted the Commission to ratify the FMLA leave time that City Manager Pate submitted in January.

City Attorney Norris Weeks stated that Mr. Pate had been tracking his FMLA leave time and it has now been transferred to the Human Resources Department ADP system, and she asked for a motion from the Commission to approve the ratification of the Manager's leave request that was made in January.

Vice Mayor Williams stated that there are many inconsistencies and asked City Attorney Norris-Weeks if she recalled that the Vice Mayor had sent her an email when this was mentioned back in January.

City Attorney Norris-Weeks acknowledged that there was some discussion about this, but said that it was later than January.

Vice Mayor Williams stated that things can't keep being swept under the rug, and said that Human Resources Director Kierra Ward told her in an email that no one can not get FMLA approved by the Human Resources Director. The Vice Mayor shared that there is an email thread that the Commission doesn't know about, which said that the Commission does not approve it.

City Attorney Norris-Weeks stated that the Human Resource Director does approve FMLA leave requests for City employees, but that because the City Manager reports to the Commission and

there is currently no policy to determine how FMLA leave requests are approved, she is bringing it before the Commission so that it is not an issue later for Mr. Pate.

City Manager Pate assured the Commission that he has no intent of misleading them. He reported having conversations with some who had concerns about his FMLA leave request. The Manager stated that he is attempting to be transparent and establish a policy in regards to FMLA leave. He pointed out that his vacation leave and even the days he works from home are sent to the Commission via email, and he never gets a response.

City Attorney Norris-Weeks shared that attempts were made to obtain information from the Human Resources Department, but that no response was provided. Attorney Norris-Weeks suggested that a leave time request policy be developed for the City's appointed officials because she does not want to be in a position to advocate one way or another about anything that doesn't strictly address legal issues for the City.

Commissioner Davis suggested that the Commission schedule a Workshop to discuss the establishment of a policy for the approval of leave requests from appointed City employees. The Commissioner stated that this is an opportunity to gain accountability, which he pointed out is what he ran on during his campaign for office, because it is what residents want and deserve.

Mayor Pigatt recalled that a special Commission was called to terminate, suspend or modify City Manager Pate's contract because of the situation with the counting of leave time. The Mayor asked how the Commission can approve leave time if they don't know what's accounted for. He said that he did not know about Vice Mayor Williams' email and asserted that the Commission deserves transparency and accountability. Mayor Pigatt asked for what the Commission is deciding upon, to be put in writing.

Commissioner Davis stated that he is not concerned with the leave time that has already occurred, but is concerned by the balance of time and rectifying that issue.

Vice Mayor Williams stated that if the City Attorney is asking the Commission to follow her recommendation to ratify the FMLA leave request that City Manager Pate made in January, she said she is OK with that because she said that she knows that the Attorney is working for the City's best interest. The Vice Mayor asked that a public records request be filed because Mr. Pate being on FMLA leave was discussed, and it was never mentioned to the Commission. She suggested that protocols need to be put in place on the dais, so that they don't have to deal with this.

City Attorney Norris-Weeks suggested that the Commission does need to have a process for approval of leave time, but stated that no one should make any requests for City Manager Pate's medical records.

It was moved by Commissioner Taylor, seconded by Vice Mayor Williams to ratify the request made by the City Manager of the Human Resources Director, in January of 2021 for FMLA leave.

Commissioner Bass stated that she was confused because the Commission is being asked to ratify something that she doesn't know the details on.

City Attorney Norris-Weeks explained that once 12 weeks of FMLA leave are used, it is extinguished for the year. She offered to send the Commission the number of FMLA leave days that City Manager Pate has used so far. Attorney Norris-Weeks also informed the Commission that Mr. Pate's attorney is asking for reasonable accommodation under the Americans with Disabilities Act, to authorize him to work from home when his medical condition flares up as well as following his procedure in December, so he is not required to use his FMLA leave.

Commissioner Davis asked if the decision to determine whether accommodation under the Americans with Disabilities Act is appropriate, would be a legal opinion. The Commissioner pointed out that he and his colleagues are not experts on the laws that govern workplace situations.

City Attorney Norris-Weeks explained that through his attorney, City Manager Pate is asking the Commission to decide whether they believe his working from home as City Manager is a reasonable accommodation when he has flare-ups of his medical condition.

City Manager Pate stated that his leave time keeps coming up every few months, and he said he has had conversations with every member of the Commission except the Mayor, who he pointed out has requested information on his leave request. The Manager expressed that he thinks the Commission should make a determination about the policy for the approval of his leave time.

Mayor Pigatt asked for transparency, and made a public records request to include all of City Manager Pate's work from home emails that were sent, all of the requests for vacation and leave, the ADP log and emails about leave time sent by anyone on the Commission. The Mayor said he requested that information so that the City is protected from any legal action and all of the members of the Commission are clear about the decision they are making.

Commissioner Bass echoed Mayor Pigatt's sentiments and said that she is uncomfortable, despite appreciating City Attorney Norris-Weeks' advice to the Commission. The Commissioner asserted that she doesn't need to see City Manager Pate's personal information, but does need to see what the Commission is being asked to vote on in black and white.

Vice Mayor Williams asked if the Commission is uncomfortable with voting on both the proposal to approve City Manager Pate's FMLA leave request as well as his ADA request.

City Attorney Norris-Weeks stated that her understanding is that the consensus of the Commission is for her to bring documentation to the Commission to address the concerns that were raised, and she said that she will bring the two items before them on their next Meeting Agenda.

Vice Mayor Williams expressed concern about it looking like the Commission doesn't want to approve someone's sick leave, especially during a pandemic. The Vice Mayor suggested that the Commission move forward on approving City Manager Pate's ADA request, in consideration of his pending medical procedure and flare-ups of his medical condition, but did continue to express her concerns over not knowing about the Manager filing for FMLA leave.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

Commissioner Taylor stated that he watched the Audit Committee Meeting and said he liked their idea to establish a Finance Committee.

City Manager Pate expressed that he thinks Commissioner Taylor's proposal to establish a Finance Committee is an outstanding idea because he believes that the transparency that the Audit Committee wants, would be a function of a Finance Committee. He shared that he worked in a city that had a Finance Committee and said that all budgets went to them for advisory input and that the Commission can make decisions based on that. Mr. Pate concluded by stating his opinion that a Finance Committee is very essential, especially with the City in financial emergency.

Mayor Pigatt suggested that the Finance Committee would help provide financial oversight and offered to co-sponsor the proposal to establish the committee.

Commissioner Davis, Commissioner Bass and Vice Mayor Williams also offered to co-sponsor the proposal to establish the Finance Committee.

City Clerk Flores noted that the motion passed unanimously.

Commissioner Bass stated that she would like to take on the Women's History Month and Father's Day Fish Fry events.

City Manager Pate explained that Commissioner Bass can be added as a sponsor of events in place of Commissioner Burke, without the need to add it as a future agenda item.

20. MAYOR/COMMISSION REPORTS:

Commissioner Davis reported that the Health & Resource Fair was held at Sherbondy Park Community Center and was a great event, bringing much needed resources from Miami-Dade County as well as leftover CARES Act funding to provide more gift cards. The Commissioner shared that there were at least 500 to 600 residents, and noted that whenever resources are given out in this time of need, there is always a good showing. He also informed the Commission that

over 30 residents were able to receive vaccines on that day. Commissioner Davis acknowledged and thanked his colleagues for coming out and supporting the event.

Vice Mayor Williams thanked the Parks & Recreation Department as well as Ms. Taylor and her team for the bookbag, school supply and uniform voucher giveaway which had many residents come out. She also thanked the NAACP for organizing their first Unity in the Community event. The Vice Mayor also shared that the Health Fair had hundreds of residents in attendance, where the uniform vouchers and food gift cards were given out. She thanked all of the employees and volunteers who gave their time and effort.

Commissioner Taylor shouted out the Parks & Recreation Department for the boot camp over the Summer. He invited everybody to join him, the Parks & Recreation Department and the Police Department for the 9/11 memorial bike ride on Friday, September 10th at 6 PM, leaving from City Hall.

Mayor Pigatt applauded all of the work that was done in the City over the summer. He committed to being more outspoken on transparency as a change agent on the dais. The Mayor thanked all those who are sharing information so that the challenges in the City can be faced.

21. OFFICIAL BOARD APPOINTMENTS:

Mayor Pigatt appointed Ms. Floralba Wright to serve on the Housing Authority & Nuisance Abatement Board.

City Clerk Flores noted that the Commission had previously appointed Ms. Wright to the board, but she pointed out that the board only requires individual appointments, and thus Mayor Pigatt's appointment is sufficient.

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 11:17 p.m.

Matthew A. Pigatt
Mayor

Attest:

**Joanna
City Clerk**

Flores,

CMC

CONSENT AGENDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 21-0824100 AND FURTHER AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE AND ISSUE A REQUEST FOR PROPOSALS FOR QUALIFIED FIRMS FOR BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING AND MAINTENANCE SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") issued Request for Proposal (RFP) 21-0824100 to solicit competitive proposals to provide Bus Benches/Shelters and Trash Receptacle Advertising and Maintenance Services. One (1) proposal was received; and

WHEREAS, the City Manager recommends that the City Commission reject the one received proposal and re-advertise the RFP to solicit more firms. The City Manager finds that it is in the best interest of the City to re-advertise the services in order to enable the City to engage in a more competitive process; and

WHEREAS, the City Commission authorizes the City Manager to re-issue the RFP for Bus Benches / Shelters and Trash Receptacle Advertising and Maintenance services throughout the City, attached hereto as Exhibit "A".

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby rejects all bids received in connection with RFP No. 18-0907100, in entirety, and authorizes the City Manager to re-advertise and issue a Request for Proposals to solicit qualified firms to provide Bus Benches / Shelters and Trash Receptacle Advertising and Maintenance services throughout the City, attached hereto as Exhibit "A".

Section 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this 22nd day of September, 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 Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



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

City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	09.22.2021		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	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X – If RFP Reissued			
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>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the City Manager to either reject all proposals received in connection with RFP No. 21-0824100 and re-advertise for qualified firms OR reject all proposals received and authorize the City Manager to recommend selection of a qualified company.

Staff Summary:

The City Commission approved legislation for the City Manager to issue a Request for Proposal to solicit competitive proposals to provide services for Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance. One (1) proposal was received. Consequently, a request is being made for the City Commission to either reject the proposal in order to re-advertise in an attempt to solicit more firms OR authorize the City Manager to provide recommendations for a company to provide these services. These services are exempted from competitive bidding requirements in Florida Statutes 337.400 (1) "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."

It should be noted that vendors providing this service do not charge for this service. Instead, they pay the City for the right to install bus benches or shelters displaying advertising from advertisers they represent. Selection is normally made by a municipality on the basis of the breadth and quality of service to be provided and the revenue to be received by the municipality.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be \$3,000. At such time that a vendor is selected and a contract is in effect, it is anticipated that revenue in the range of \$5,000 would be received in FY 22 for a partial year of service, potentially increasing in future years.

Proposed Action:

It is recommend that the City Commission provide direction to the City Manager to either rebid this service or or to provide a recommendation as to a vendor to provide this service.

Attachment:

Bid Certification
Pre-Bid Meeting Sign In Sheet
Copy of proposal received
RFP



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFQ NO. 21-0824100**

**BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH
MAINTENANCE PROGRAM**

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 10:40 a.m. this 2nd day of September, 2021.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

1. **Insite Street Media**
1835 NW 112 Avenue, Suite #161
Miami, FL 33172
Contact: Ricardo Kattan, General Manager
Tele: (305) 969-6100
Email: rkattan@insitesm.com

I further certify that sealed proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Executive Assistant to the City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

RFP NO: 21-0824100 BUS BENCHES/SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH MAINTENANCE PROGRAM

AUGUST 10, 2021 @ 11:00 A.M.

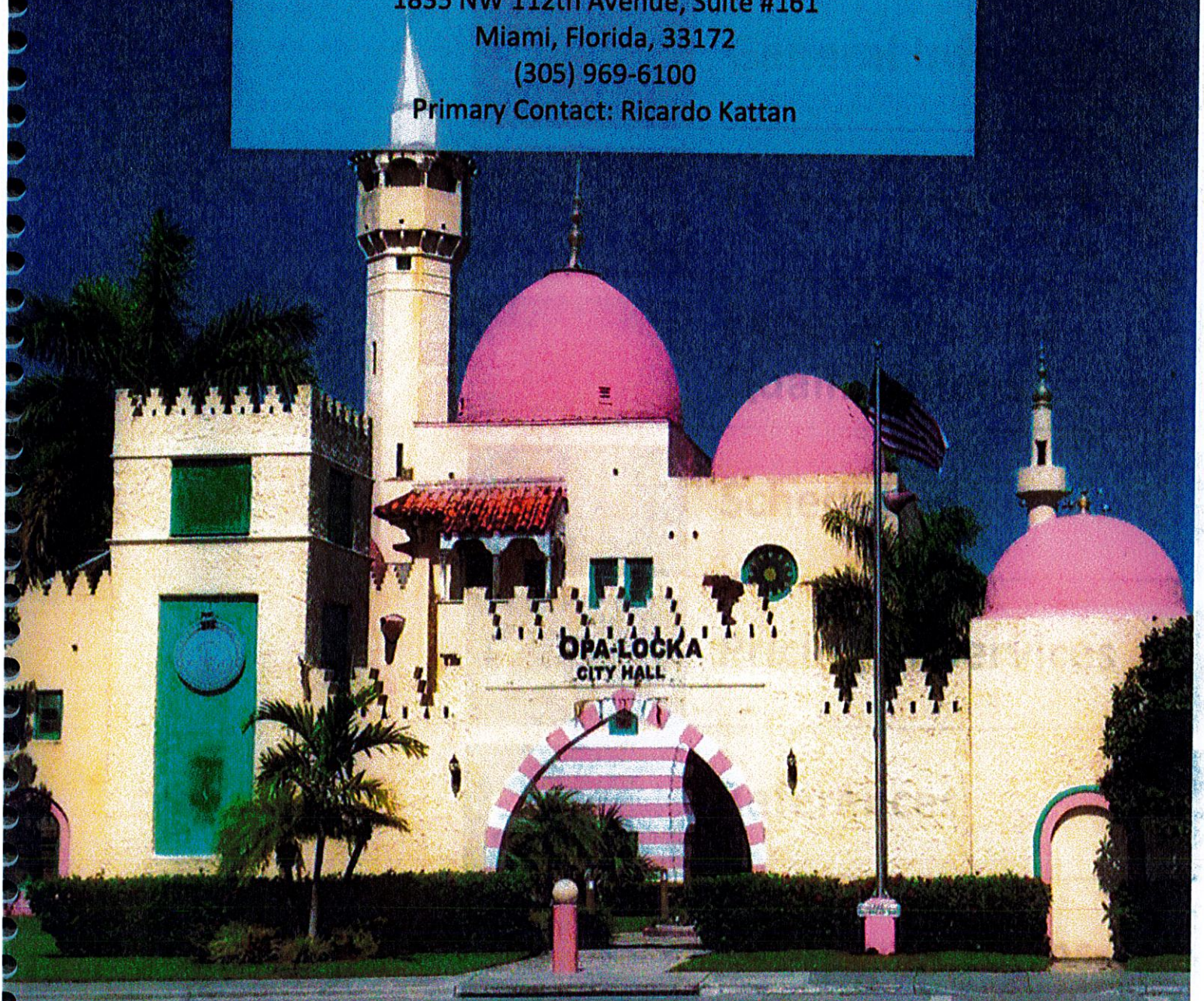
MANDATORY PRE-BID MEETING

THE MUNICIPAL COMPLEX, 780 FISHERMAN STREET, STE. 220, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
Sha'mecca Lawson	City of Opa-locka	slawson@opalockafl.gov	305-953-2821
Glenn Flute	Insite Street Media	gflutie@insitesm.com	954-494-3939
Jessica Modkins	Garrett & Co	igm@hiprockstar.com	305-970-1518
Gerri Lazarre	TriMerge CPA	glazarre@trimergecpa.com	305-940-5344
Peter Kazanjian	Insite Street Media	pkazanjian@insitesm.com	626-664-5670
Javier Rolon	American Infrastructure Maintenance Management	javier.rolon@aimmusa.com	954-740-7516
Keith Thompson	Insite Street Media	kthompson@insitesm.com	310-559-1600
Airia Austin	City of Opa-locka	aaustin@opalockafl.gov	305-321-2595



1835 NW 112th Avenue, Suite #161
Miami, Florida, 33172
(305) 969-6100
Primary Contact: Ricardo Kattan



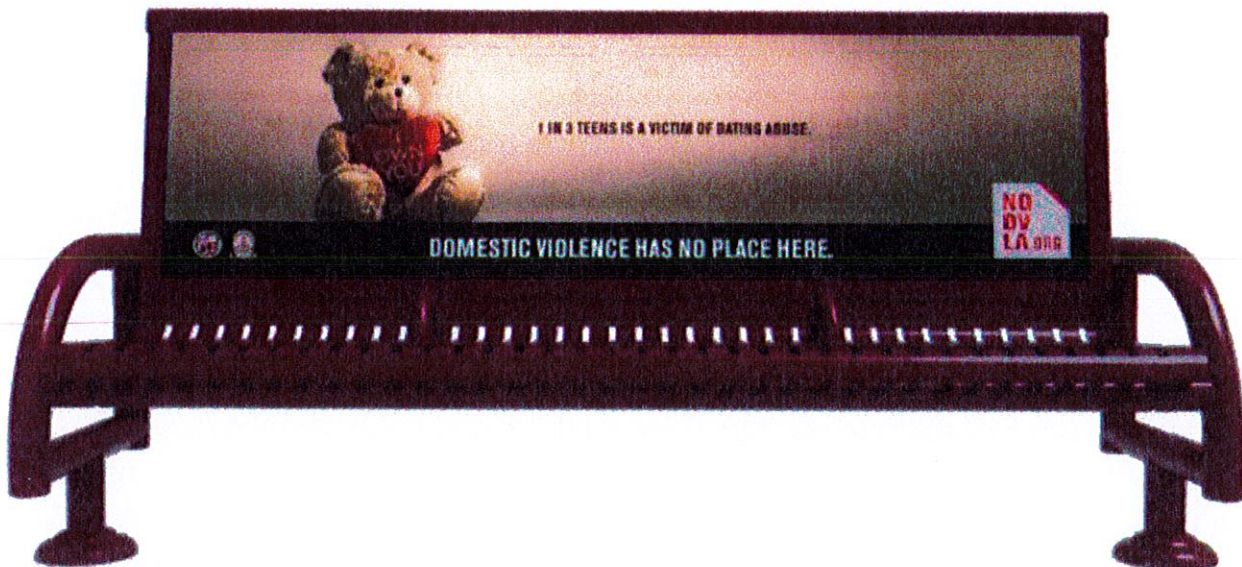
Solicitation Response to:
RFP #21-0824100

Bus Benches / Shelters & Trash Receptacle Advertising With Maintenance Program)

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August 24, 2021

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

Dear City Clerk of Opa-Locka,

InSite Street Media is pleased to present to you our response to RFP #21-0824100, in regard to the Bus Benches / Shelters and Trash Receptacle Advertising With Maintenance Program. As you will see in our reply, InSite Street Media has transit and street furniture assets (shelters, benches, and transit buses) in over 70 different communities along the east coast of the USA. We believe we are well positioned for this opportunity due to our substantial number of city contracts in Miami-Dade and Broward Counties. InSite Street Media will have synergies unlike any of our potential competitors who may be looking at this opportunity.

My name is Keith Thompson and I am the Chief Executive Officer of InSite Street Media. Ricardo Kattan is the Project Manager for this contract, and both of our contact information appears below:

Keith Thompson
Chief Executive Officer
1990 Westwood Blvd.
Los Angeles, CA 90025
Phone: 310.559.1600
Email: KThompson@insitesm.com

Ricardo Kattan
General Manager - Miami/Broward
1835 NW 112th Avenue, Suite 161
Miami, FL 33172
Phone: 305.969.6100
Email: RKattan@insitesm.com

I lead our management team, and have teammates that have been with me since 1989 in several different out-of-home advertising companies. From our Board members, to our VP, Sales & Marketing, to some members of our accounting team and all our General Managers, we have bought, developed, enhanced, expanded, and maximized every company that we've been a part of. Our local, long-term, sales efforts are second to none, and when combined with our national/regional selling team, we typically ramp up occupancies, then ad rates, at a very rapid pace. We believe we can deliver the best results for Opa-Locka and are eager to tell our story.

Our proposal constitutes a valid, binding, and continuing offer set in the proposal for a period of 90 days from the deadline for acceptance of proposals as set forth herein.

Very truly yours,

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

Keith D. Thompson
Chief Executive Officer

General Information

InSite Street Media is a leading outdoor advertising company known for innovation and excellence in the development of out-of-home media properties. Our expertise stems from decades of ownership and management of a multitude of outdoor advertising products, including bus shelter and bus bench street furniture programs, bus/transit advertising, informational kiosks, billboards, large format wallscapes, and other non-traditional out of home formats. Our general information appears below:

Name of Business:

Apex Outdoor Advertising, LLC
D.B.A InSite Street Media

Mailing Address:

1835 NW 112th Avenue, Suite 161
Miami, FL 33172

Local Phone Numbers:

305.969.6100
786.683.6309

Project Manager (Primary Point-of-Contact):

Ricardo Kattan
General Manager of Miami/Broward Office

Normal Business Hours:

8:00 AM – 5:00 PM Eastern Standard Time

Business Legal Status:

Limited Liability Company

Business Type:

National Business with a Local Office in Miami

State and Date of Business Registration:

2018 ; Delaware

Office Where Work Will Be Conducted From:

1835 NW 112th Avenue, Suite 161
Miami, FL 33172

Number of Professional Staff at Miami Office:

8 Employees

Parent or Subsidiary Status:

InSite Street Media is a D.B.A. of Apex Outdoor Advertising, LLC.
The management team of both entities is one and the same.

Business License:

We are licensed to do business in Miami-Dade County, under the D.B.A. Signal Outdoor Advertising, LLC. A copy of that license appears below:

Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY		
7168705 BUSINESS NAME/LOCATION SIGNAL OUTDOOR ADVERTISING LLC 1835 NW 112TH AVE STE 161 SWEETWATER FL 33172	RECEIPT NO. RENEWAL 7447359	
OWNER SIGNAL OUTDOOR ADVERTISING LLC C/O RAY MOYERS MGR	 SEC. TYPE OF BUSINESS 213 SERVICE BUSINESS	EXPIRES SEPTEMBER 30, 2021 Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 & 10
Employee(s) 6	PAYMENT RECEIVED BY TAX COLLECTOR \$45.00 09/29/2020 CREDITCARD-20-0833	

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276

For more information, visit www.miamidade.gov/taxcollector

InSite Street Media was formed in 2018 by a merger of Signal Outdoor Advertising of Atlanta, GA; InSite Martin Street Ads, CA; Martin Outdoor Media of South Florida; InSite Martin Outdoor of South Florida; and Marin Gold Coast of South Florida. Signal Outdoor Advertising was established in 1998 after acquiring Culver-Amherst and Martin roots go back to 2007. The company is headquartered in Roswell, Georgia with additional offices in:

- Miami, Florida
- Plantation, Florida
- Tampa, Florida
- Los Angeles, California
- Deer Park, New York
- Purchase, New York
- South Hackensack, New Jersey
- Capitol Heights, Maryland
- Chantilly, Virginia

InSite Street Media's mission is to provide world class quality service to the out of home advertising industry through first class bus shelters, bus benches, and bus ads; and to continue the upgrading and professionalization of the bus advertising medium.



The merger brought together a management team made up of several highly successful out of home veterans with well over 100 years of industry experience. InSite Street Media now has more than 15,000 faces and contracts; including nearly 20 municipal contracts spanning from South Florida as far north as Tampa; plus an additional 50+ municipal contracts in California, New York, Connecticut, New Jersey, Virginia, Maryland, and Georgia.

Acknowledgements

InSite Street Media acknowledges that this RFP does not constitute an offer or an Agreement. 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, InSite Street Media understands that any Agreement may result from the RFP may deviate from the Sample Agreement.

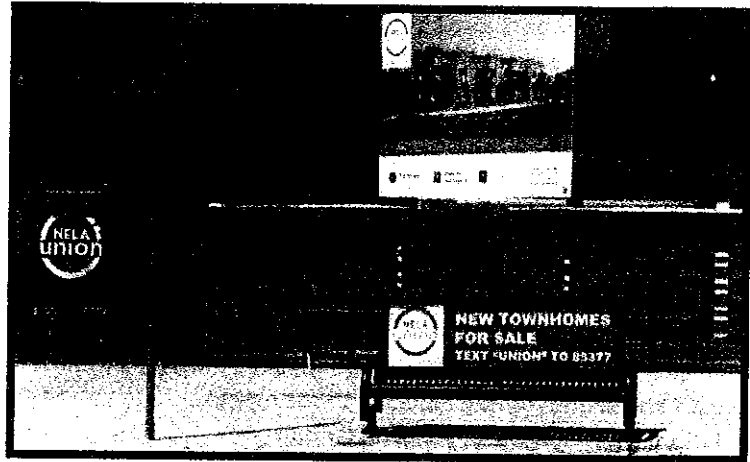
InSite Street Media acknowledges that the City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

InSite Street Media acknowledges that this RFP and our proposal shall be included and incorporated in the final award. InSite Street Media acknowledges that 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. InSite Street Media acknowledges that any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

InSite Street Media acknowledges that all proposals will be evaluated and assigned points. InSite Street Media acknowledges that 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.

InSite Street Media acknowledges that the City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. InSite Street Media acknowledges that 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.

InSite Street Media acknowledges that 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. InSite Street Media acknowledges that proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.



InSite Street Media acknowledges that we must obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

InSite Street Media acknowledges that if awarded, our company must maintain insurance coverage reflecting at least the minimum amounts and conditions specified in the RFP. InSite Street Media acknowledges that 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.

- If awarded the contract, InSite Street Media will submit Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence / \$2,000,000 Aggregate (Including Policy Number and Period).
- If awarded the contract, InSite Street Media will submit Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence / \$1,000,000 Aggregate (Including Policy Number and Period).
- If awarded the contract, InSite Street Media will submit Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Period).
- If awarded the contract, InSite Street Media will ensure that the City is listed as an additional insured.
- If awarded the contract, InSite Street Media will ensure that all of our insurance coverage has a minimum 30-day written notice of cancellation.

InSite Street Media acknowledges that all Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. InSite Street Media acknowledges that the proposal of any Proposer who is not fully licensed and certified shall be rejected.

InSite Street Media acknowledges that the award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". InSite Street Media acknowledges that 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. InSite Street Media acknowledges that by signing and submitting the RFP proposal forms, we attest that we have not been placed on the "Convicted Vendor List".

InSite Street Media acknowledges that 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.

InSite Street Media acknowledges that preference shall be given to businesses with Drug-Free Workplace (DFW) programs. InSite Street Media acknowledges that 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.

InSite Street Media acknowledges that our company 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.

InSite Street Media acknowledges that any 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. InSite Street Media acknowledges that a detailed explanation of the reason for the protest must be included. InSite Street Media acknowledges that all 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. InSite Street Media acknowledges that a detailed explanation of the protest must be included.

InSite Street Media acknowledges that 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. InSite Street Media acknowledges that 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. InSite Street Media acknowledges that 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.

Project Approach

Throughout this section of the RFP Response, InSite Street Media will breakdown how we will furnish, install and maintain transit benches, transit shelters, and trash receptacles at all proposed transit stop locations.

InSite Street Media understands that matters such as specific locations, exact number of benches, and lead times, will be determined and/or adjusted from time to time as the needs of the City of Opa-Locka dictate. It is the intent and purpose to conduct the service in a way that provides the most efficient operation to Opa-Locka.

Our company will also commit to providing up to 10% of our transit benches and transit shelter panels for public service advertising for the City of Opa-Locka. InSite Street Media agrees to provide this media space at no cost to Opa-Locka, but with the cost of the advertising panel artwork and production paid by the City.

LOCATION SELECTION:

InSite Street Media will pre-identify and submit to City of Opa-Locka the locations where our crew finds it feasible to install and/or replace bus benches to install advertising bus benches for the City's approval. The bus benches shall follow Florida Administrative Code, Chapter 14, Department of Transportation and shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities."

Prior to the replacement of any new bus benches by the contractor within City of Opa-Locka, InSite Street Media will submit to the City a list of such proposed sites which have been selected for said benches, and shall obtain the placement approval for such sites from City of Opa-Locka and from any other governmental authority necessary to carry out such placements. InSite Street Media acknowledges that all bus bench locations must be approved by the City.



Specifications and regulations pertaining to placement in the service area, including distance from curb and intersections, as well as design and structure requirements, will adhere to all Federal, State, and local laws, ordinances, and regulations.

OVERVIEW OF BENCHES/SHELTERS INSTALLATION:

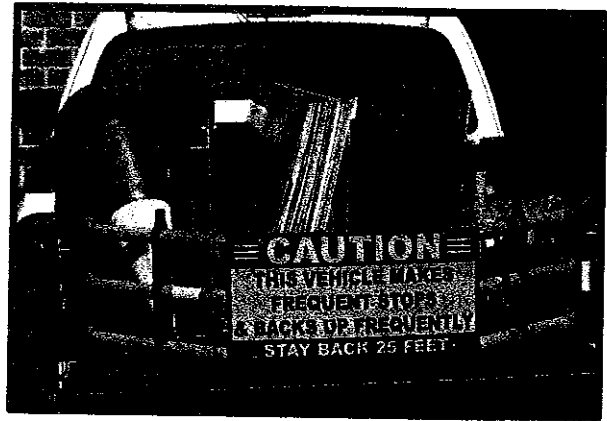
InSite Street Media assumes all responsibility for all costs and expenses associated in any way with the installation of the transit benches required to fulfill contract obligations with the City of Opa-Locka. The funds required for the investment in capital expenditure items pertaining to the on city-owned transit shelters will be derived from the advertising revenue from shelter advertising sales. InSite Street Media will outlay initial funds to improve the city-owned shelters over the first 5-years of the program. InSite Street Media will submit plans to the City of Opa-Locka prior to installation of new benches.

InSite Street Media has an established track record in contracts with other jurisdictions of complying with any State, Federal and City requirements and regulations and bearing the cost of all fees and permits necessary. InSite Street Media will install each transit bench and/or shelter to comply with the requirements of the Americans with Disabilities Act (ADA) and all other applicable government rules and regulations.

InSite Street Media agrees to keep complete, accurate and up-to-date records of all advertising business conducted by it under the contract, to maintain such records and to include such records as may be necessary with regular payments to the City of Opa-Locka.

HOURS AND DAYS OF SERVICE:

InSite Street Media's crews, including the activities of installation, maintenance, repair, relocation and removal work, will adhere to the City of Opa-Locka's schedule of work to be conducted Monday through Friday, with no work to occur during the City's observed holidays or within the peak traffic hours. InSite Street Media will adhere to Opa-Locka's requested hours of operation; unless the work is of an emergency nature and otherwise approved by the City's Project Administrator. InSite Street Media will perform installation work in accordance with the Uniform Building Code. All street disruption work will follow the Work Area Traffic Control Handbook (W.A.T.C.H.) guidelines.



STORAGE FACILITIES:

Well-established with its current transit bench and shelter advertising programs throughout Miami-Dade County, as well as in various nearby municipalities, InSite Street Media has in place now and will maintain for the duration of a contract with the City of Opa-Locka adequate secured storage area for the service and support vehicles, tools, equipment, removed benches, and any auxiliary parts. At its sole cost, InSite Street Media will continue to have its own storage facilities for the necessary number of benches, as well as related equipment and tools, to ensure prompt repair or replacement of any damaged units.

LICENSE, PERMITS, AND INSPECTIONS:

If awarded the contract, InSite Street Media will maintain at all times during a contract with the City of Opa-Locka an active and valid city business license and any required permits and licenses from all applicable jurisdictions, including any associated costs and fees. InSite Street Media will construct each new transit bench, and the placement of transit benches will comply with the requirements of the Americans with Disabilities Act (ADA) and all other applicable government rules and regulations.

SAFETY:

InSite Street Media will at all times comply with Federal, State and City ordinances and regulations which in any manner affect its employees in the work, the materials used in the work, or in any way affect the conduct or performance of the work of installing, maintaining and repairing the transit benches and shelters. Insite Street Media will comply with all laws during the Contract term, including but not limited to:

- **Americans with Disabilities Act of 1990 and its Accessibility Guidelines**
InSite Street Media's transit benches meet the requirement of the ADA Act of 1990, as well as adopted and revised seating requirement of the 2010 Standards for Accessible Design.
- **Florida Statutes Section 337.408**
InSite Street Media will comply with the regulation of transit stops, benches, transit shelters, streetlight poles, waste disposal receptacles, and modular news racks within rights-of-way.

- **Part I of Ch. 14-20 of the Florida Administrative Code**
InSite Street Media will comply with all guidelines in the Florida Administrative Code pertaining to the private use of right of way, placement of benches, public transit bus stops, and general use permits.
- **The Florida Building Code and all Applicable Building Codes**
InSite Street Media will comply with all guidelines in the Florida Building Code, which governs the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities in the state.
- **Manual on Uniform Traffic Control Devices**
Our work crews will adhere to all provisions of the Manual on Uniform Traffic Control Devices guidelines in order to assure the safety of its maintenance staff as well as that of the public and transit users.
- **National Pollutant Discharge Elimination System Permits**
InSite Street Media will implement and maintain the required BMPs and not allow any liquid, dirt, debris, or trash derived from its operations under this transit bench and shelter program to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System Permit.

InSite Street Media and its employees/agents will observe all applicable Florida Occupational Safety and Health Administration requirements, as well as all Federal, State and City safety requirements under the transit bench program. Any work crews when entering construction areas will wear hard hats.

InSite Street Media's crew members will also wear approved reflective vests when working in the right-of-way areas so that they are visible to motorists.

PUBLIC CONVENIENCE AND SAFETY:

Striving to minimize public inconvenience, InSite Street Media will provide a work plan or operation plan subject for review and approval by the City's Project Administrator. InSite Street Media will consider the access right of the public in the streets during its installation, maintenance and repair work on street furniture. All safety precautions will be undertaken to protect the public and the workers.

INSTALLATION ARRIVAL & SAFETY MEASURES:

When approximately 200 feet away from the site, the driver will turn on his or her hazard lights and overhead yellow caution lights. Upon reaching the site, the driver will look



into the mirrors to assure the traffic is clear before exiting the pick-up truck. Once out of the truck, red cones will be placed in front of and alongside of the truck, as well as behind the trailer. This safety precaution is done prior to starting any work on removal and installation of transit benches or shelters. (It should be noted that the overhead yellow caution lights remain turned on while the crew performs all work at the site.) The crewmembers do not commence the proposed work until all conditions are safe for the workers as well as the public and transit users. If there are any pedestrians present at the site, our crewmembers will always explain who they are and what they are there to do. If any pedestrian is not willing to move off to the side and safely removed from the work crew's anticipated activity, then our truck will move on to the next site and return at a later time. Once the site is clear, our crew will proceed to do their jobs. Before

the work is started, red cones will always be placed at each end of the construction site. All of our installation vehicles are equipped with a sign on the rear of the vehicle reading: "CAUTION."

InSite Street Media's work crews, in all matters pertaining to installation and maintenance of benches, shelters, and other street furniture amenities, will adhere to the City of Opa-Locka's hours and days of service. If the work site has any pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, or adjacent improvements, InSite Street Media shall notify the Public Works Department in writing.

If property (public or private) is damaged while InSite Street Media is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of InSite Street Media in a manner acceptable to the City of Opa-Locka prior to the final acceptance of the work. We acknowledge that our company is responsible for applying and securing any permits that may be required to complete such repairs.

InSite Street Media will ensure that all maintenance work, if on the road, shall be accomplished with the vehicles facing in the same direction as the traffic. All lane closures shall have the approval of the Public Works Director or his/her designee. While performing work, the InSite Street Media provide the necessary barricade and other traffic safety control devices to protect vehicular and pedestrian traffic, workman and the work area in general.

STREET FURNITURE INSTALLATION WORK:

Upon arrival, the safety measures outlined in the previous section will be followed and the crew will safely arrive and clear the site. Once the site is clear, our crew will proceed to do their jobs. Before the work is started, red cones will always be placed at each end of the construction site. The crew will then set their transit shelter and bench template at the marks to re-check the Field Survey measurements as a quality control measure. We will observe the setback and placement requirements listed in all Federal, State and City ordinances.

Upon completion of the street furniture installation, a shop-vac is used to collect all the concrete dust created by the drilling. The crew will take great care to ensure that dust and debris is not diverted to any storm drains. The street furniture is then wiped down thoroughly, a barcode and maintenance stickers are applied. The barcode is then scanned so that the site is uploaded into our inventory management system for proper record keeping. Finally, the unit is inspected by the lead crewmember. At that point, the crew returns to the work vehicle, shuts off safety and strobe lights, and proceeds to the next site for installation of benches following the above-described procedure. After each site installation, the Field Supervisor revisits the site on a follow-up final inspection of the furniture to ensure the installation is proper, secure, and in complete regulatory compliance.



ACKNOWLEDGEMENT OF DESIGN AND CONSTRUCTION REQUIREMENTS:

InSite Street Media acknowledges that all transit benches, transit shelters, and all other street furniture must comply with all federal, state, and local laws and regulations (collectively, "Legal Requirements"), including:

- *Americans with Disabilities Act of 1990 and its Accessibility Guidelines*
- *Florida Statutes Section 337.408*
- *Part I of Ch. 14-20 of the Florida Administrative Code*
- *The Florida Building Code and all Applicable Building Codes*
- *Manual on Uniform Traffic Control Devices*
- *National Pollutant Discharge Elimination System Permits*

All of InSite Street Media's street furniture will include a display of our name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.

MAINTENANCE & GENERAL CLEANING OVERVIEW:

Per the RFP's Scope of Services, InSite Street Media will maintain, repair, clean and service the transit benches and shelters to the City's satisfaction. All maintenance work and corrective actions shall be performed at the sole cost and expense of InSite Street Media. We will maintain the transit benches and shelters and immediate surrounding areas, in a neat, attractive, safe and sanitary condition at all times during the term of the Agreement, or any extension thereof.

We are solely responsible for providing the personnel, equipment and materials needed to ensure that all transit benches and shelters are properly installed and maintained. Each transit bench and shelter shall be cleaned twice per week to ensure that the unit complies with Opa-Locka's standards.

InSite Street Media will be responsible, at our own expense, to maintain the actual bench and bench site and surrounding area for a minimum distance of ten (10) feet from the bench to ensure that the site is free of graffiti, trash, high grass, weeds, and other rubbish. InSite Street Media will also maintain trash receptacles, including



the removal and proper disposal of trash from within these receptacles. InSite Street Media will provide trash collection and disposal at a minimum two (2) times per week, or on a more frequent basis if needed as to prevent any overflowing of trash. All bus benches and trash receptacles will be cleaned and polished every quarter (four (4) cycles per year), and inspected for structural damage. As part of the bus bench and trash receptacle cleaning, inspection and repairs, InSite Street Media will be responsible, every cycle, under this bid to properly secure to the concrete (sidewalk) bus benches and trash receptacles that become loose, and to replace any damage bus bench and/or trash

receptacle. We acknowledge that re-setting of the bus benches and trash cans shall be required in case of concrete failure. Loose concrete, and anchor holes left behind due to the re-setting of the bus benches and/or trash receptacles shall be repaired by InSite Street Media at no extra cost to the City.

Damaged bus benches and trash receptacles due to damage caused by acts of god, accidents, vandalism, etc. shall be removed by InSite Street Media within 24 hours. Such repairs shall be completed within three (3) working days of the incident being reported to and by the City of Opa-Locka, unless the required parts are on backorder. InSite Street Media will always properly dispose of any waste resulting from the work being performed in an approved facility at an approved site. InSite Street Media will become familiar with the existing conditions of all the bus benches that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services. We will select the equipment necessary to do the job meeting the required specifications.

In the event the City of Opa-Locka determines that a bench constitutes a hazard to persons or property or disrupts the public right of way, InSite Street Media's crew will remove the bench no later than twenty-four (24) hours of receipt of such notice.

InSite Street Media agrees to replace or recondition, to the satisfaction of the City any bus bench which the City determines are no longer good or stable or serviceable condition. The style and construction of any replacement bus bench shall be the same as the bus bench replaced, unless prior City approval is received.

FREQUENCY:

InSite Street Media will visit each site two times per week for standard maintenance to keep the shelters and benches in "like new" condition. Our operations center is able to dispatch "hot spot" crews to deal with locations demanding more service. "Hot spots" are transit stops that need more attention than usual to maintenance in order to be sustained at acceptable levels of cleanliness, and as a result, these locations will receive extra attention by site visits more frequent than twice per week.

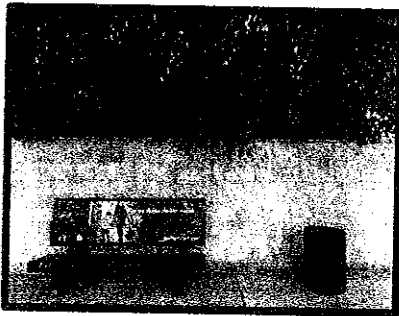
TRANSIT BENCHES DESIGN AND CONSTRUCTION STANDARDS:

InSite Street Media's transit benches will comply with the following additional requirements:

- The bench will not be more than 44 inches in height, 27½ inches in depth, and 84½ inches in length in accordance with Florida Administrative Code (FAC).
- The bench will be constructed to discourage opportunities for sleeping or reclining.
- The bench will not have any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights.
- Advertising spaces will be limited to the front surface of the backrest of transit benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration of the ad placement.
- Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

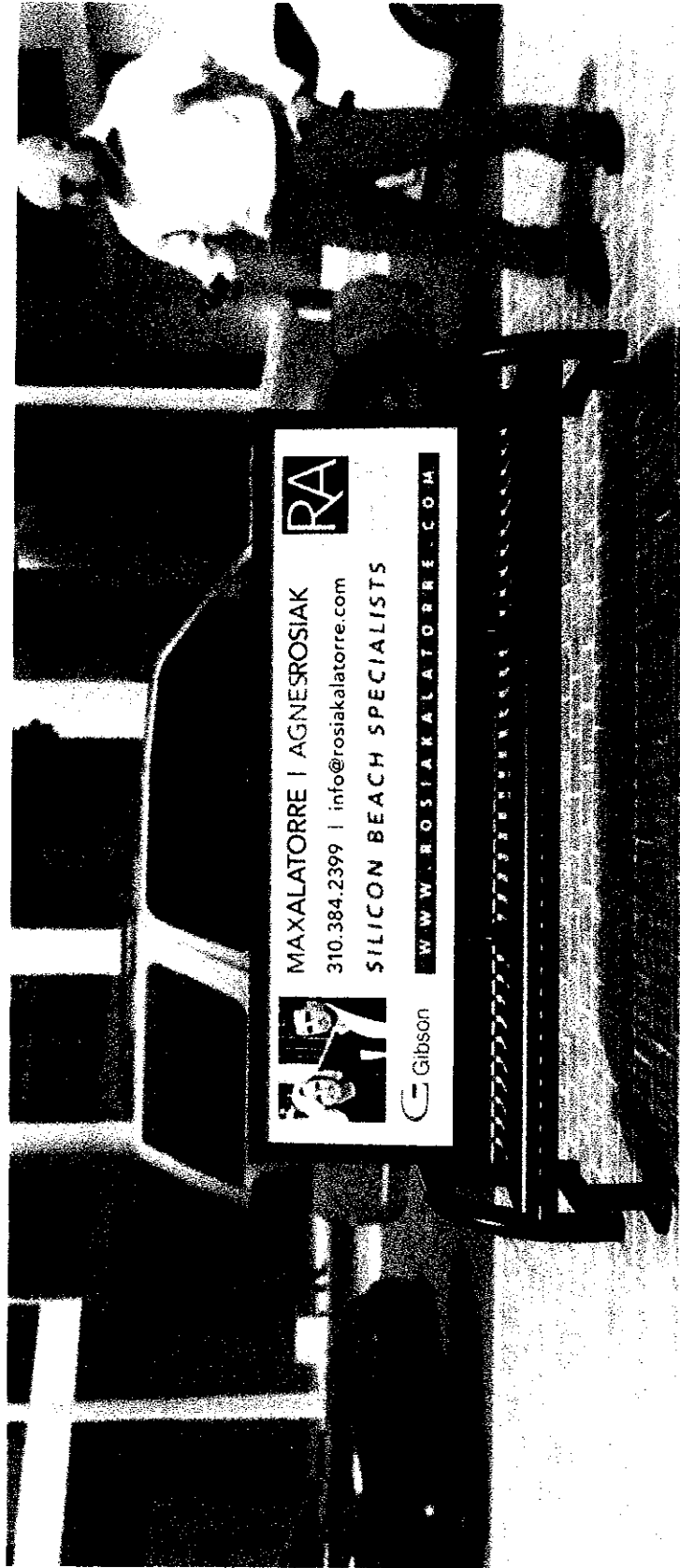
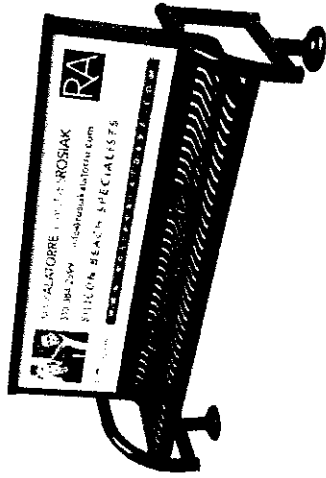
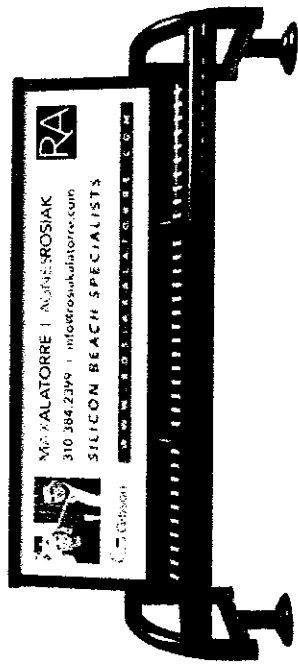
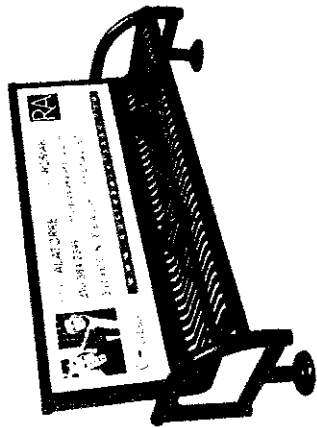
PROPOSED TRANSIT BENCH DESIGNS:

Over the course of the first 150 days of the Contract, InSite Street Media will install "retro transit benches" on a per-needed basis. These "retro transit benches" are free standing concrete bases with a thermoplastic seat and ad frame. The concrete bases can be painted to match whatever shade of burgundy matches the current Opa-Locka streetscape. These temporary transit benches adhere to the required FDOT and ADA minimum standards for bench installations. By the end of Year 1 of the Contract, InSite Street Media will install up to 50% new benches selected by the City. Photos of the "retro transit benches" appear below:

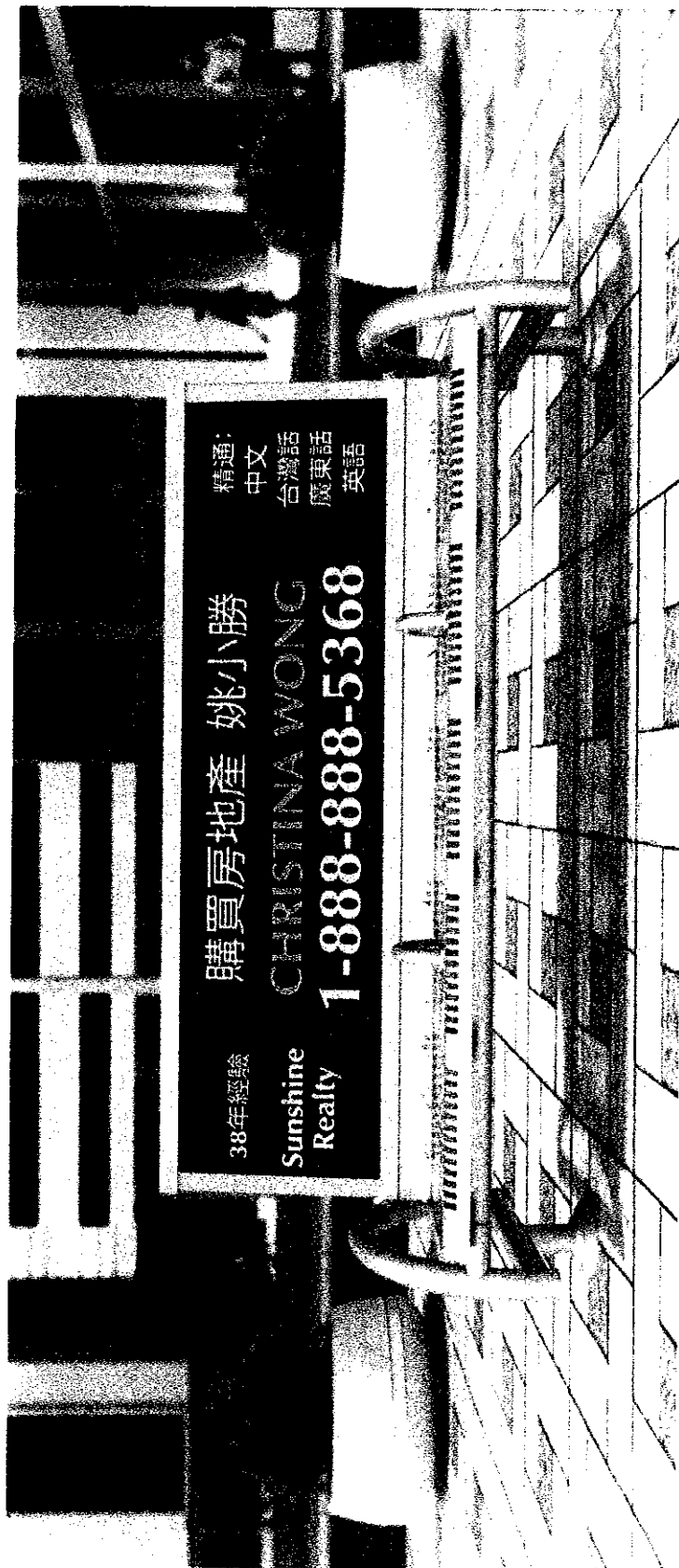
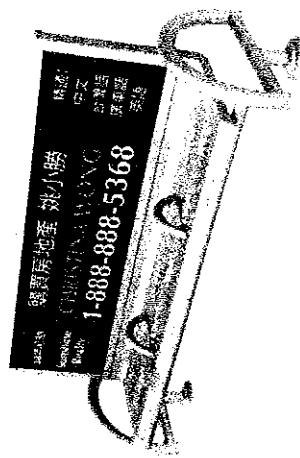
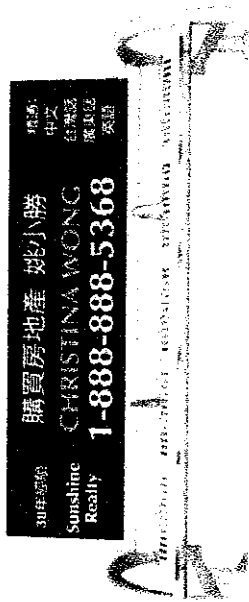
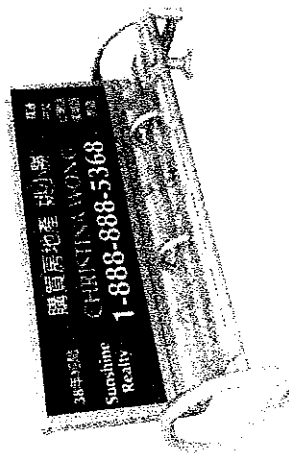


Please see the following 9 pages to view InSite Street Media's proposed new transit bench concepts. All of our transit benches meet or exceed hurricane wind resistance building code requirements, and will be constructed to meet Opa-Locka's Transit Benches Design and Construction Standards, along with the Florida Administrative Code (FAC) and all ADA Guidelines. The color of the new benches can match the shade of burgundy as close as possible to the existing transit benches.

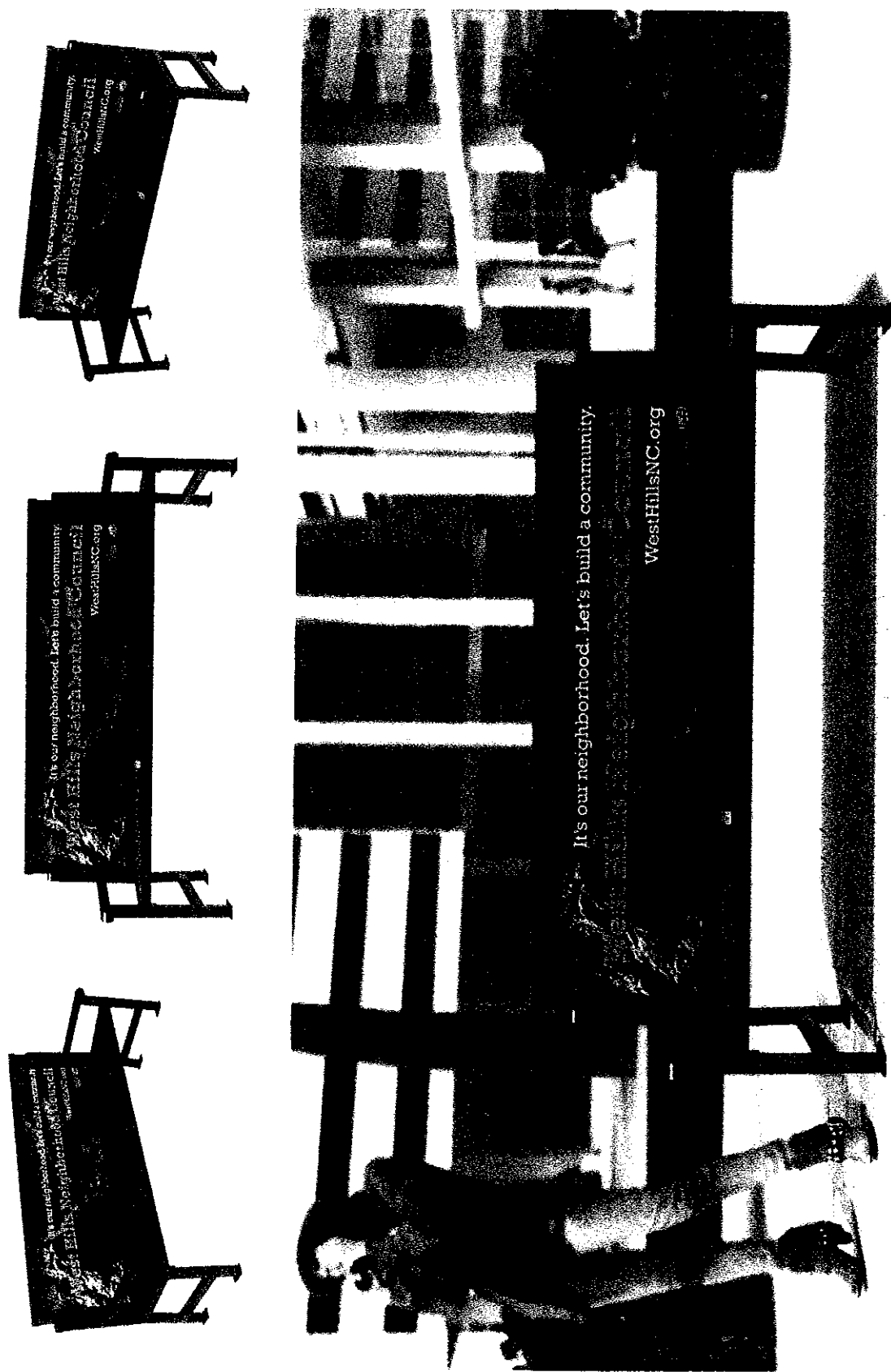
Bus Bench Option #1: Standard Half-Arm Bench



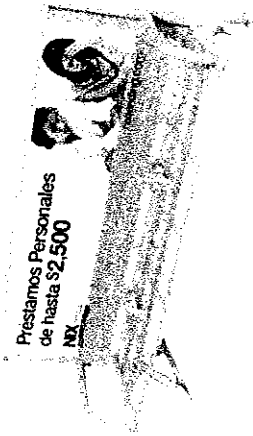
Bus Bench Option #2: Standard Full-Arm Bench



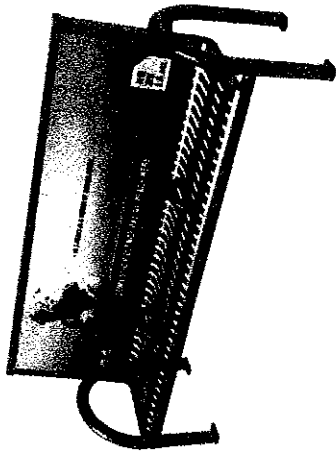
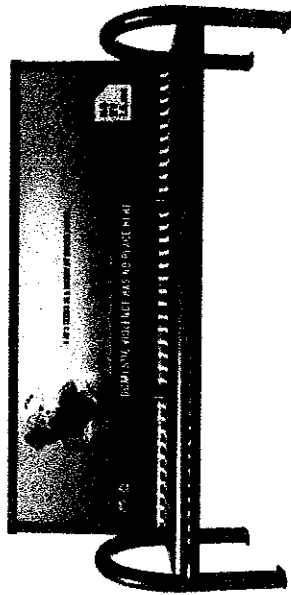
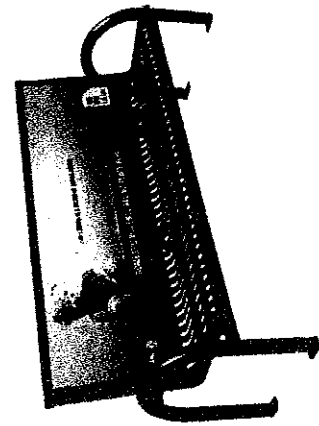
Bus Bench Option #3: Square Classic Bench



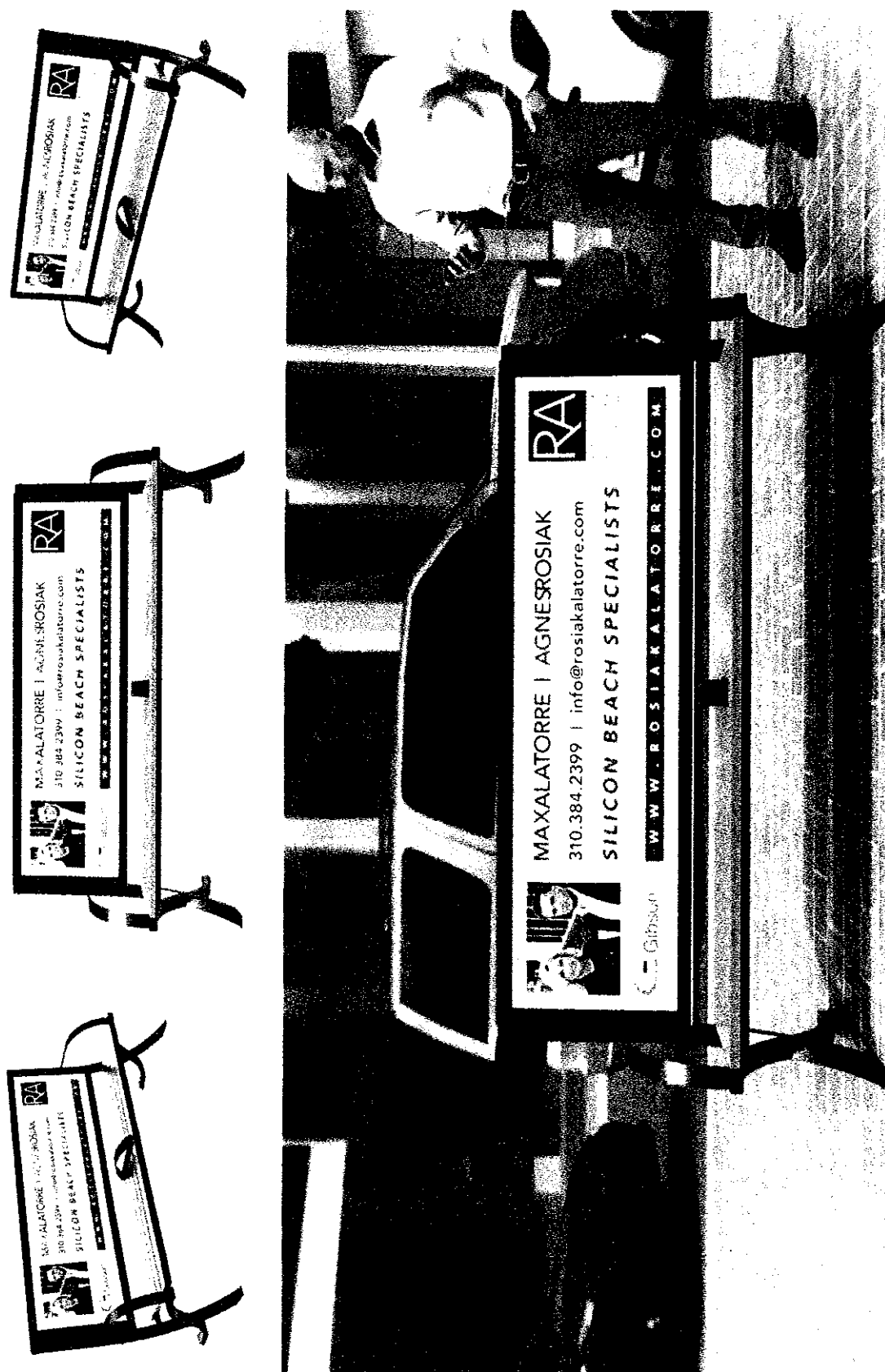
Bus Bench Option #4: Coastal Bench



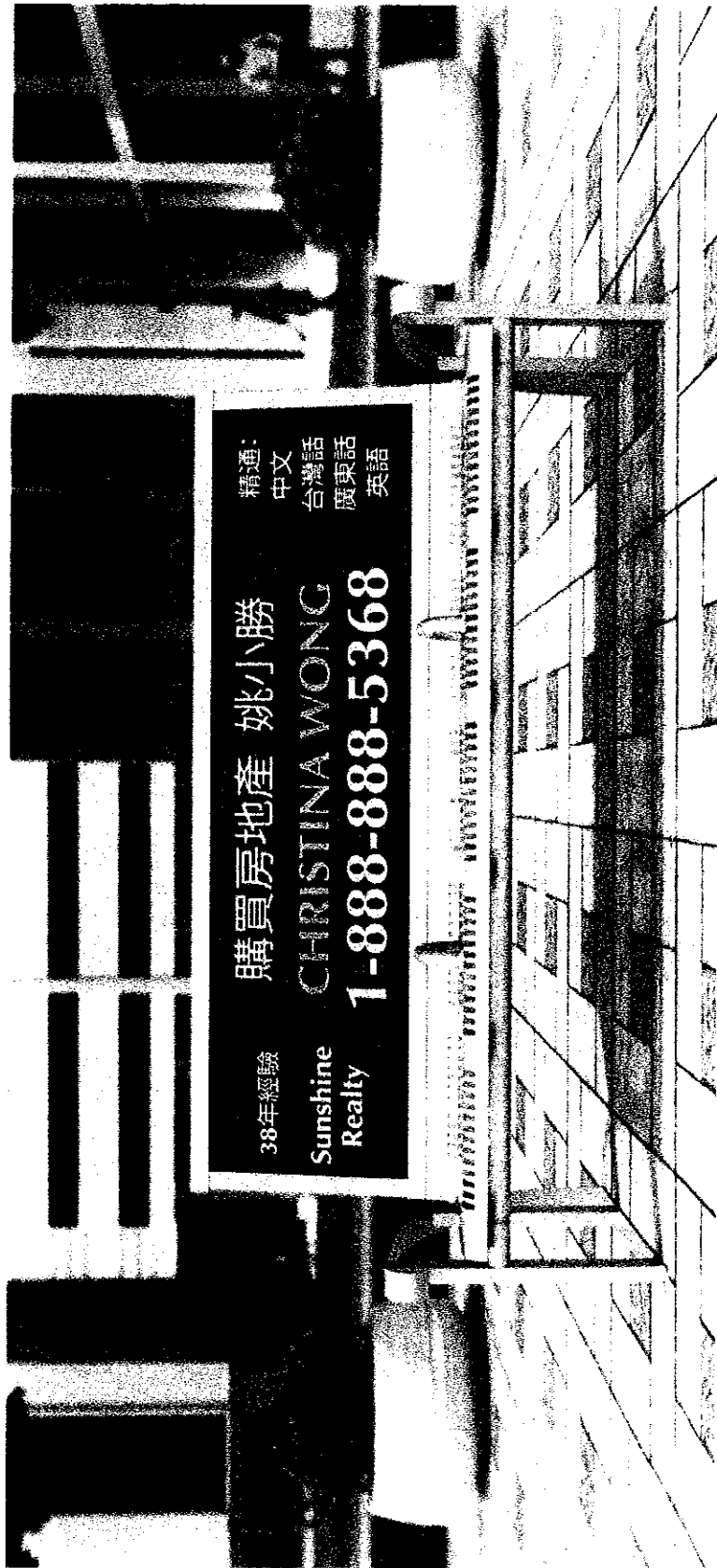
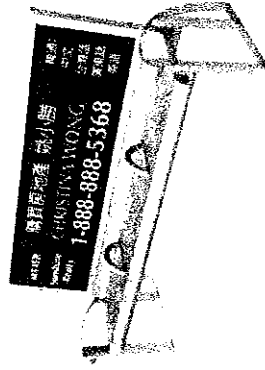
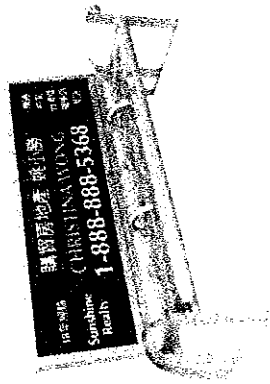
Bus Bench Option #5: Deco Bench



Bus Bench Option #6: Boardwalk Bench



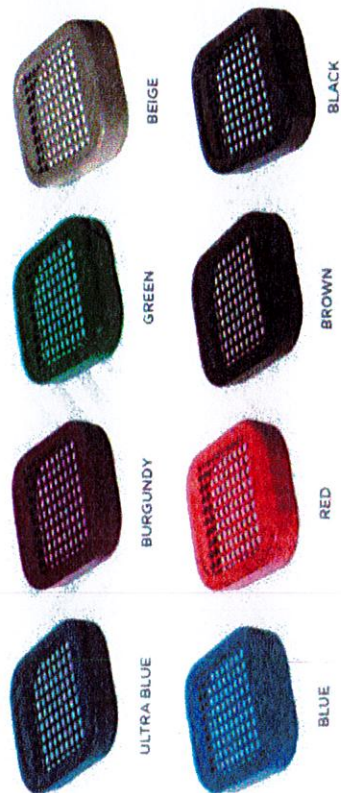
Bus Bench Option #7: Carousel Bench



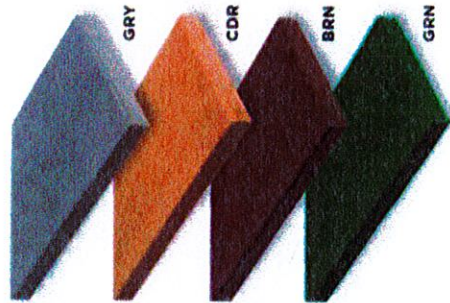
MGC Bus Benches: Color Options

ULTRACOAT®

THERMOPLASTIC COLORS



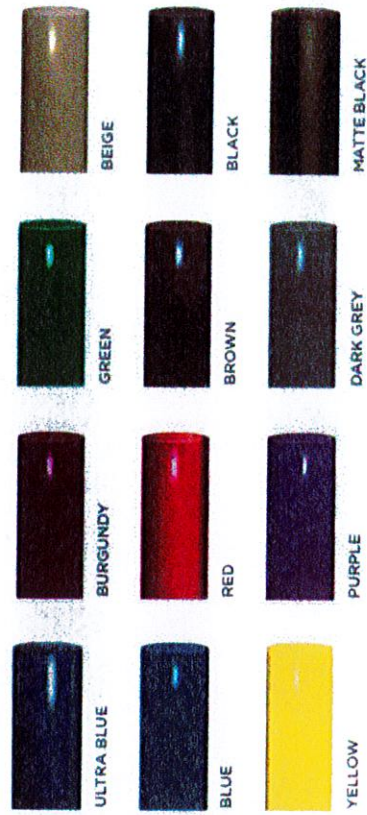
RECYCLED PLANKS



- 2" x 10", 2" x 4", 3" x 4", and 4" x 4" sizes
- Rounded edges
- 100% recycled plastic with color
- Ask about custom color options

STANDARD

POWDER COAT COLORS



WHITE

PREMIUM

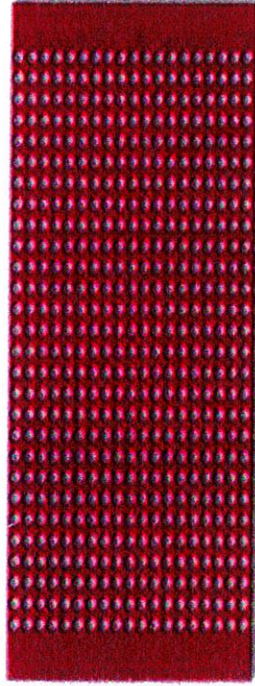
POWDER COAT COLORS



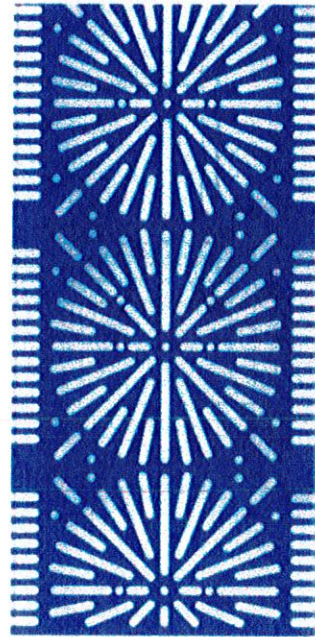
MGC Bus Benches: Seat Plank Design Options



Fiesta



Perforated



Sunburst



Wave



Slat

DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Standard Half-Arm Transit Bench:

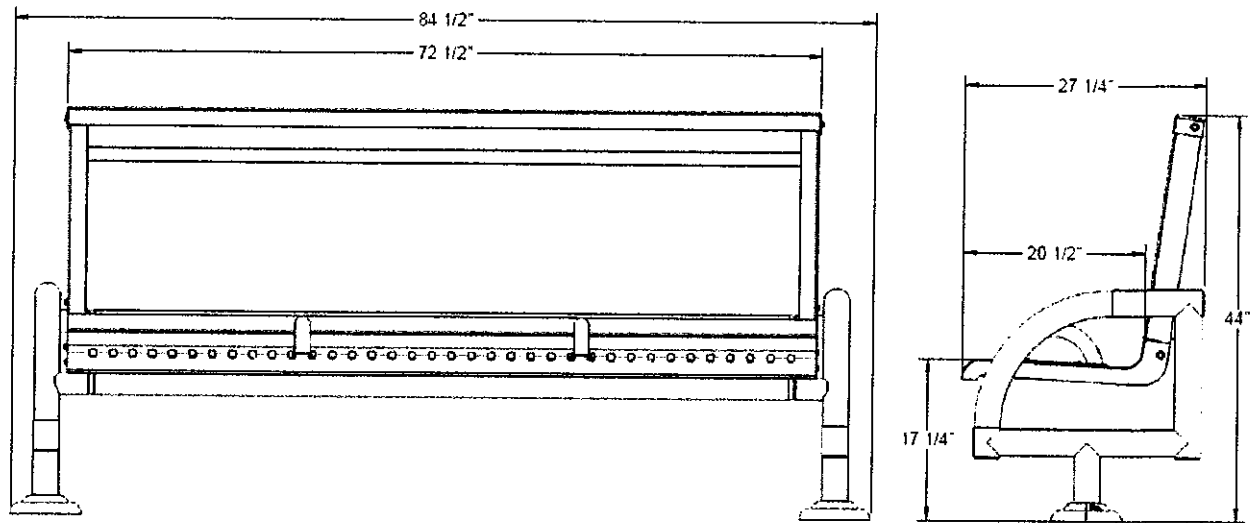


DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Standard Full-Arm Transit Bench:

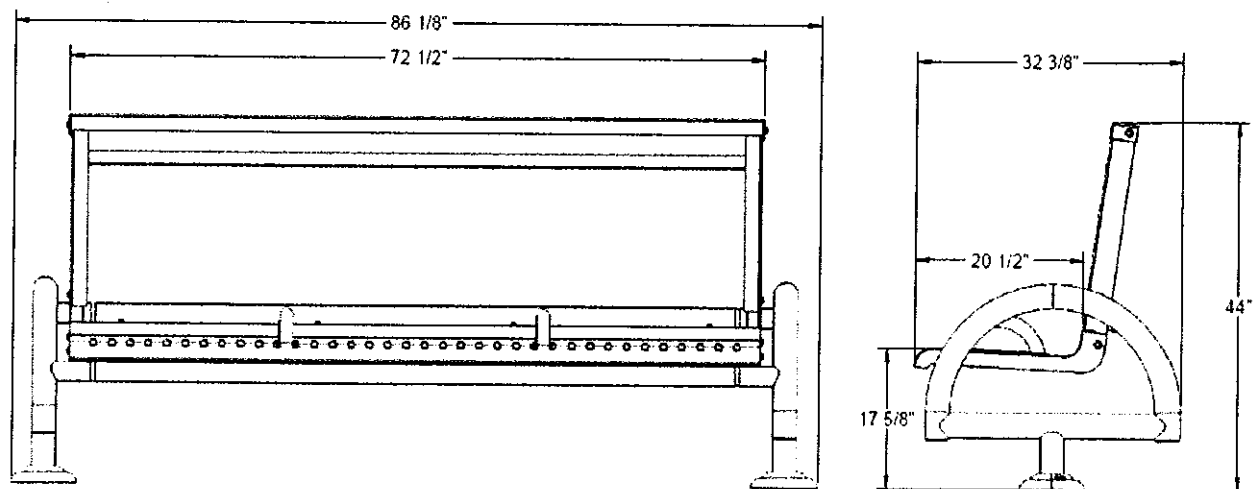


DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Square Classic Transit Bench:

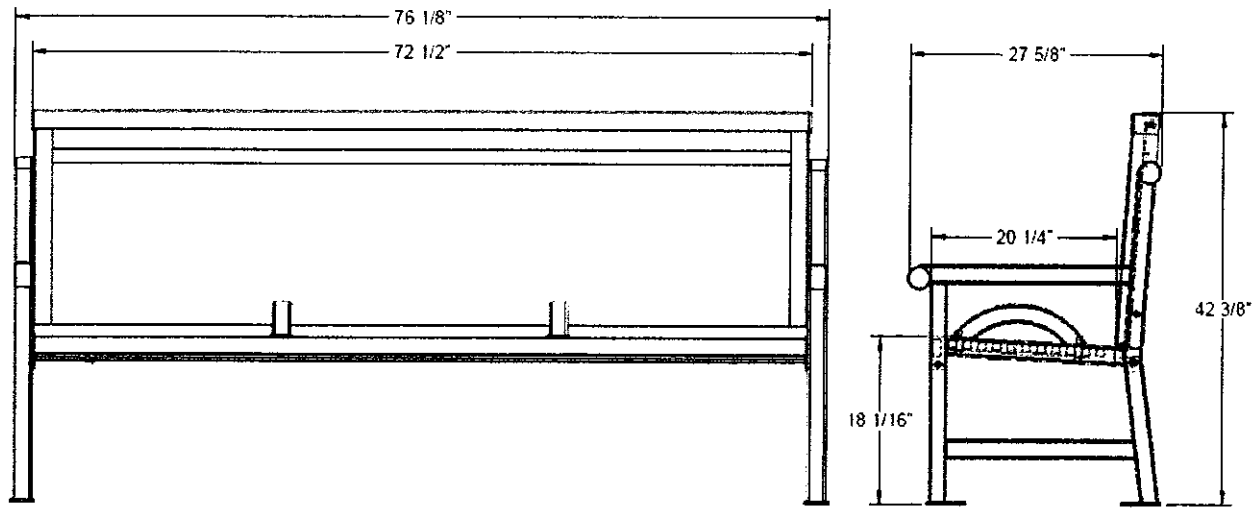


DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Coastal Transit Bench:

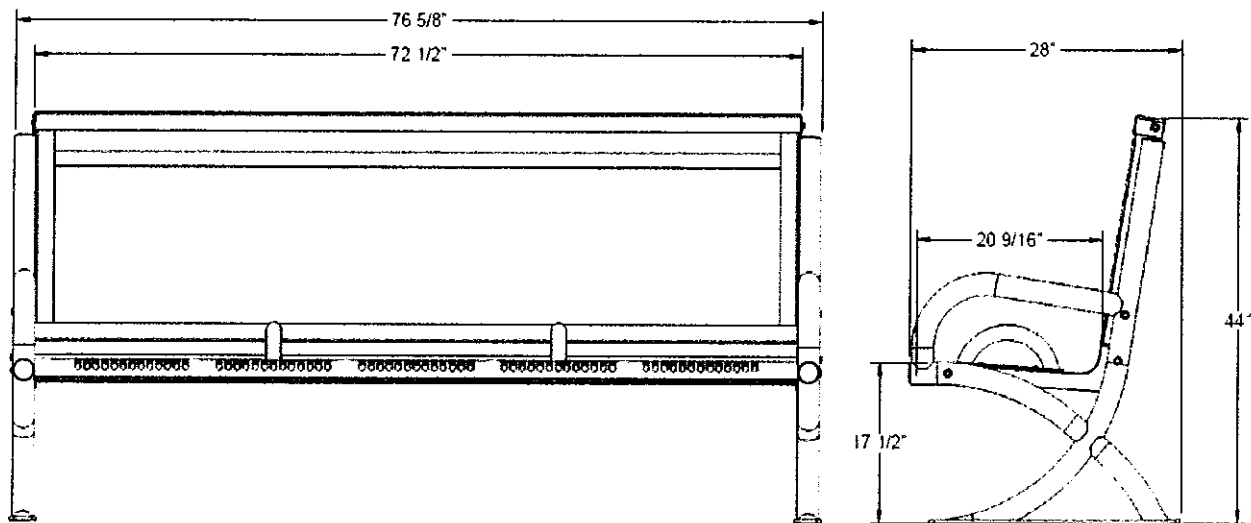


DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Deco Transit Bench:

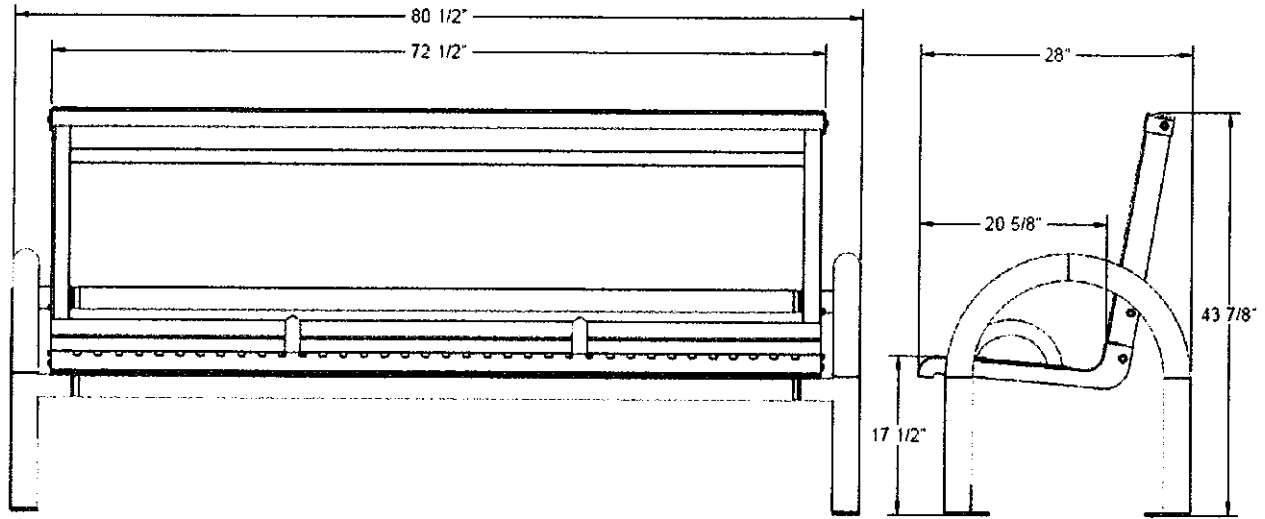


DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Boardwalk Transit Bench:

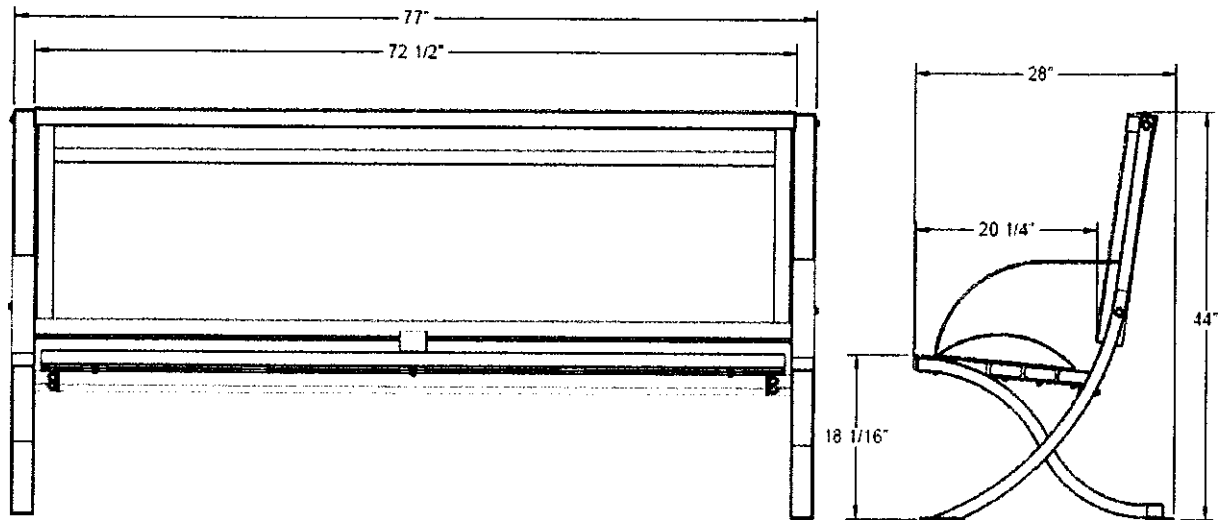
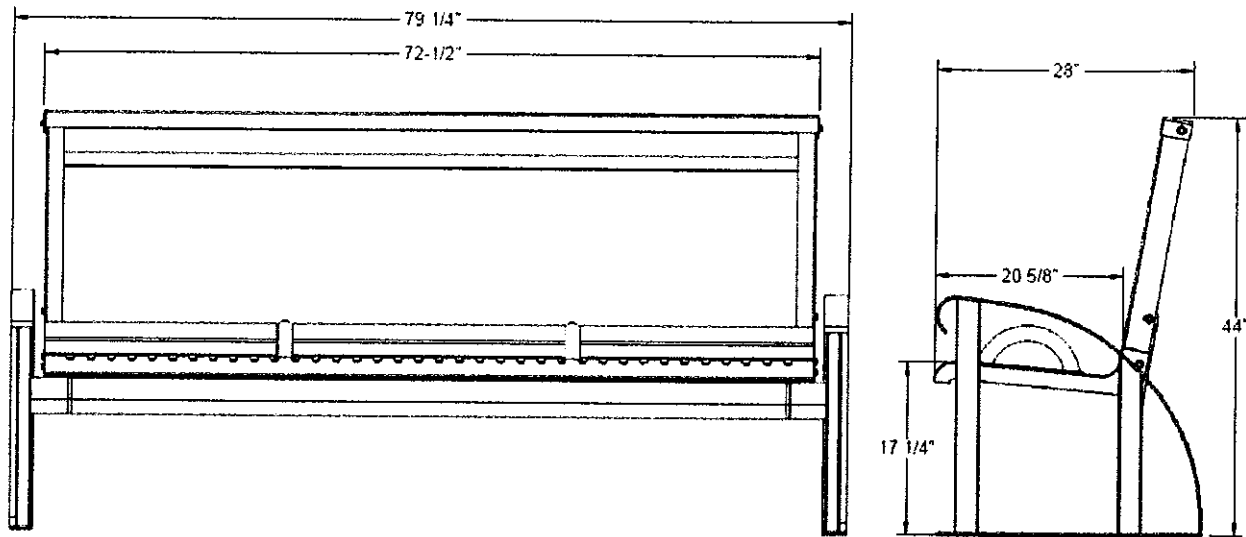


DIAGRAM AND MEASUREMENTS OF INSITE STREET MEDIA'S Carousel Transit Bench:



PROPOSED TRANSIT SHELTER REFURBISHMENT:

InSite Street Media has identified three (3) stages of the City of Opa-Locka's transit shelter restoration.

First: Each of the designated ten (10) transit shelter locations will need to be visited and inspected thoroughly by InSite Street Media's crew. Our crew will write-up a diagnosis of each particular shelter, including any necessary repairs needed to restore each shelter to as close to "like new" condition as possible. A report of all necessary repairs will be submitted to the City of Opa-Locka by the end of the first 30 days of the contract.

Second: Restoration will begin on each of the designated ten (10) transit shelters by InSite Street Media's crew. We will repair any components that are fixable without ordering new parts. This will occur throughout the first 3 months of the contract. Then, over the following 9 months of the contract, InSite Street Media will repaint the designated ten (10) transit shelters in burgundy, or any color other selected by the City of Opa-Locka.

Third: Over the course of Years 1-5 of the contract, InSite Street Media will fully-refurbish, two transit shelters per year with solar panels and backlit ad boxes, thus upgrading two shelters per year to "like new" condition. This will assure that all of the designated ten (10) transit shelters get fully-refurbished by the end of Year 5. (It should be noted that the refurbishment costs for these transit shelters will come out of Opa-Locka's portion of the shelter revenue share.)

Trash Receptacles

As part of this response to the Bus Benches / Shelters & Trash Receptacle Advertising With Maintenance Program RFP, Insite Street Media is submitting the following trash receptacle design, along with illustrations and specifications.

Classic 32 Gallon Thermoplastic Metal Trash Receptacle

Diameter:	23¾ inches
Height:	29¾ inches
Weight:	60 pounds
Capacity:	32 gallons
Material:	Die-formed, welded steel
Coating:	UltraCoat premium thermoplastic
Parts:	Colored base, Black lid
Color(s):	Burgundy, black, blue, navy, green, red, brown, and beige

This durable trash receptacle is easy to maintain and will be a nice addition to Opa-Locka's scenic streetscape. The trash receptacle comes in 8 colors, including burgundy, to match InSite Street Media's new bus benches. These trash receptacles can either be bolted down into the concrete, or post-mounted into the soil, for whatever application is at any given location. These classic trash receptacles are available in either a diamond or perforated pattern, in the heavy-duty, welded steel frame. A thermoplastic coating adheres to the metal surfaces and ensures a smooth, shiny finish that also protects the frame from rust. The PVC-free coating is environmentally friendly and UV resistant. These sleek trash receptacles are also available in a 55-gallon model.



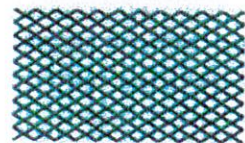
COLORS



STYLES



Perforated



Diamond

InSite Street Media's Sales Plan

InSite Street Media has a strong track record of providing advertisers with marketing solutions leveraging the power and unavoidable reach of out-of-home advertising, thereby driving revenue increases from national, regional, and local advertisers. InSite Street Media is convinced that its combination of local marketing expertise, ability to secure revenue from national advertisers, focus on hyperlocal sales in support of small business merchants, deep experience in the area of multicultural sales, coupled with a keen understanding of potential and evolving new technologies is unmatched by any other potential partner.

LOCAL SALES PLAN

InSite Street Media is a nationwide leader in monetizing transit shelters and transit benches, in several major markets throughout the country. Our team has deep experience in advertising sales and has been responsible for hundreds of millions of dollars in successful campaigns executed.

While other, larger outdoor advertising companies treat local sales as an afterthought, our company believes that local and small business advertisers are the heart of a properly run Street Furniture advertising program. It is well known that most new hires in the United States are done by small business. And yet, it is increasingly difficult for the small business segment to find efficient ways to advertise. Four full-time sales employees on staff based in InSite's Miami/Ft. Lauderdale offices have over 125 years combined experience working with local and regional Miami-based agencies and clients. Outdoor advertising is the only media not served through online/mobile platforms that is gaining audience in this digital age. The fact remains that small businesses are usually priced out of the market for many out-of-home options or lost in the crowd with Internet and digital options. In many cases, OOH is of interest and can be effective means for a local business to reach an audience that is relevant to it, given OOH's unique ability to target geographical sub-markets, also known as hyper-local targeting.

InSite Street Media's sales program that caters to the small business owner and the revenue from the general Opa-Locka market is not nearly as subject to the cyclical nature of national advertising dollars. For instance, many ads for national campaigns are limited to the roll-out of a new product or short-term promotion, such as the release of a technology or mobile/telecom offer, new movie or streaming content, the debut of a broadcast, cable or streaming television program, etc. Meanwhile small businesses often advertise their services for the long-haul and thus depend on the more affordable options as a means to create awareness in the local neighborhood for their business. Our company's array of services helps small businesses succeed (from professional ads to full-service printing, to proper placement of the advertisement), and ultimately improves the overall business atmosphere of the municipalities in which it serves.

InSite Street Media develops its own in-house employees to function as the local sales force in the markets it serves and is thereby able to represent our partner's advertising programs and achieve the highest revenue generation possible. We have a robust sales team composed of 8 people in our Miami office, and all will be tasked with selling the Opa-Locka benches and shelters.

InSite Street Media engages in a *consultative, audience-first*, sales approach. The more we know about the audience we deliver, the faster we can pinpoint the most likely potential advertisers interested in reaching that audience. Using the most robust data on the American consumer, **Claritas' PRIZM Premier** identifies over 68 *different segments*, allowing our sales staff to educate marketers about the audiences we can deliver and enable targeting advertising with greater precision. Below is a sample of our audience targeting capabilities using six PRIZM audience segments in Opa-Locka. **PRIZM** can serve as a complete tool for analyzing customers, implementing strategies, and measuring outcomes and results. For sales, market segmentation that has already been done allows our sales staff to find out who the customers are, what they like, where they can be found,

and the best ways to reach them. In addition, the demographic audiences available as a member of **Geopath** include age, sex, race, ethnicity, and income helping us target customers more accurately than ever before.

The dominant **PRIZM** segments in Opa-Locka are Family Thrifts, Lo-Tech Singles and Park Bench Seniors:

- **FAMILY THRIFTS (Low Income Middle Age Mostly without Kids)**

Age <55 Renters / Low IPA / Average Tech

The small-city cousins of inner-city districts, Family Thrifts contain middle-age, ethnically diverse families that work entry-level service jobs. In these apartment-filled neighborhoods, residents rely on public transportation and seldom have the chance to get away on vacation. When they do have some down time, this segment likes to follow: the WNBA, WWE, and UFC events, owns a Buick, eats at Chinese restaurants, shops at Lady Foot Locker / Foot Locker, are interested in NBA/WNBA, flies Allegiant Air, uses IMVU for social networking, and listens to Urban Adult Contemporary.

- **LO-TECH SINGLES (Downscale Mature Mostly without Kids)**

Age 65+ Homeowners / Low IPA / Below Average Tech

Lo-Tech Singles are older households centered mainly in the nation's second cities. Residents are below average in their technology use, choosing instead a night out at a restaurant as their evening entertainment. This segment tends to: owns a Buick, eats at Long John Silver's, shops at Big Lots, follows figure skating, flies Allegiant Air, watches INSP for family entertainment programming, and listens to Gospel.

- **PARK BENCH SENIORS (Downscale Mature without Kids)**

Age 65+ Renters / Low IPA / Below Average Tech

Park Bench Seniors are typically retired singles living in the racially diverse neighborhoods of the nation's satellite cities. With modest educations and incomes, these residents maintain low-key, sedentary lifestyles. They spend a lot of time: watching TV, especially talk shows and game shows, owns a Kia, eats at KFC, shops at Family Dollar, interested in horse racing, visits casinos, watches ION Television, and listens to Gospel.

Opa-Locka is a city located in Florida. With a 2020 population of 15,523, it is the 138th largest city in Florida and the 2270th largest city in the United States. Opa-Locka reached its highest population of 16,279 in 2015 and has seen population declines since. Spanning over 4 miles, Opa-Locka has a population density of 3,604 people per square mile. The average household income in Opa-Locka is \$34,797 with a poverty rate of 41.20%. The median rental costs in recent years comes to \$904 per month, and the median house value is \$154,300. The median age in Opa-Locka is 35.6 years, 38.9 years for males, and 34.5 years for females.

Opa-Locka Demographics: According to the most recent American Community Survey (ACS) by the U.S. Census Bureau, the racial composition of Opa-Locka was:

- Black or African American: **60.91%**
- White: **33.80%**
- Other Race: **3.92%**
- Two or more races: **1.15%**
- Asian: **0.22%**

NATIONAL SALES PLAN

Because of Opa-Locka's strategic proximity to venues in the national spotlight, such as Hard Rock Stadium, InSite Street Media will also sell Opa-Locka's transit benches and transit shelters to a broad national network of both client and advertising agency contacts through our national sales force team. This network includes:

1. A National Sales Group based in South Florida and Atlanta with national agency relationships in the second-tier markets of Southeast Region including Dallas, Austin, Atlanta, Miami.

2. Multiple full-time salespeople on staff on the West Coast dealing regularly with national advertisers and agencies in Los Angeles, San Francisco, Seattle, Portland, and other West Coast markets.
3. Two sales employees based in InSite Washington DC area offices who contribute to the team by developing revenue opportunities from government programs funded from Federal, State and Local government budgets.
4. Three sales employees on staff based in New York with over 50 years combined experience working with New York city-based agencies and clients.
5. A key subcontractor partner consisting of four highly regarded industry professionals who interact daily with advertising/media buying agencies in Chicago, Detroit, and other markets in the East Coast and Central Regions.

INSITE STREET MEDIA'S GEOPATH RATINGS AND MEMBERSHIP

InSite Street Media is the first Bus Bench Advertising organization in the United States to subscribe to Geopath (formerly Traffic Audit Bureau - "TAB") Ratings system and have undergone a full audit for our inventory, including Opa-Locka. Geopath is the Out-of-Home Industry association whose purpose is to provide standardized, quantitative, and valid audience measurement for out-of-home media, which is used by sophisticated advertisers and agencies worldwide. Through Geopath's proprietary out-of-home ratings measurement system, InSite Street Media is able to continually inform the advertising community with demographically accurate and detailed information about the people who have seen bus advertisements. Our company intends to invest in the Geopath ratings system specifically for Opa-Locka's transit benches and transit shelters to support the sales effort and drive revenue performance for national, regional, and local business in both Opa-Locka and the general Miami-Dade County area.



INSITE STREET MEDIA'S ADVERTISING POLICY

InSite Street Media's company policy is to adhere to high standards for the type of advertising deemed acceptable for public exposure. InSite Street Media will follow a policy to not accept advertising for buses of the following types, including but not limited to: obscene or pornographic; adult-oriented; promoting tobacco sales; symbols, images and language deemed offensive; and other advertisements that a municipality deems injurious to the public health, safety and welfare. As such, advertising accepted by InSite Street Media will comply with the prohibitions on the types of advertising Opa-Locka does not permit on transit bench and shelter advertising pursuant to the "Scope of Services" in the RFP. If the City of Opa-Locka provides notice that any advertising is contrary to the interests as determined by the City, InSite Street Media will remove the advertisement. Inappropriate or offensive advertising shall include, but is not limited to, the following:

- Advertising that is likely to confuse, distract, interfere, mislead, or conflict with any traffic control device or traffic circulation. In addition, no advertising, signs or devices shall be permitted in conjunction with the bus advertisement which display the words "STOP", "DRIVE-IN", "DANGER", or any other word, phrase, symbol or character that may interfere with, mislead, or direct vehicular traffic.
- Advertisements that contain or depict pornographic material, or adult material that is harmful to minors, or obscene matters.
- Advertisement of tobacco or other substances known to be health hazards.
- Symbols, images, and language deemed offensive by City of Opa-Locka.
- Advertising that contain rotating, revolving or flashing lighting devices or any other moving parts.
- Any other advertising that is determined by the City of Opa-Locka, in its sole discretion, to not sufficiently comply with the City's Code.

InSite Street Media will remove any advertisement with a verbal notice, with written notice to follow, adhering to our advertising agreement with the customer.

Experience and Qualifications

InSite Street Media is a leading outdoor advertising company known for innovation and excellence in the ownership and management of a street-level outdoor advertising products: including transit advertising, shelters, and bus benches.

Established and incorporated in New York in 1998, InSite's mission is to engage in public-private partnerships with municipalities and transit authorities to provide transit amenities that improve the city streetscape and deliver best-in-class out-of-home advertising solutions to local, regional and national advertisers with first-class Transit and Street Furniture products. The company has more than 15,000 faces and contracts with more than 70 municipalities in Florida, California, New York, Connecticut, New Jersey, Virginia, Maryland, and Georgia.

InSite Street Media has a total of over 100 employees in 12 sales offices throughout the United States. The core company originally operated under the name of Culver-Amherst, LLC, but was later purchased by The Wicks Group of Companies, LLC, who changed the name in 2006 to Signal Outdoor Advertising, LLC. The company was strengthened in 2013 with new, well-funded owners MSouth Equity Partners in Atlanta, GA. In 2018, Signal Outdoor Advertising merged with Martin Outdoor Media, LLC to take on management of over 6,000 bus benches in Los Angeles and an additional 2,700 advertising units in South Florida. The name of the merged entity was changed to Apex Outdoor Advertising, LLC with the DBA **InSite Street Media**, the name under which it currently operates. A new senior management team was installed made up of several highly successful out-of-home veterans with well over 160 years of industry experience.

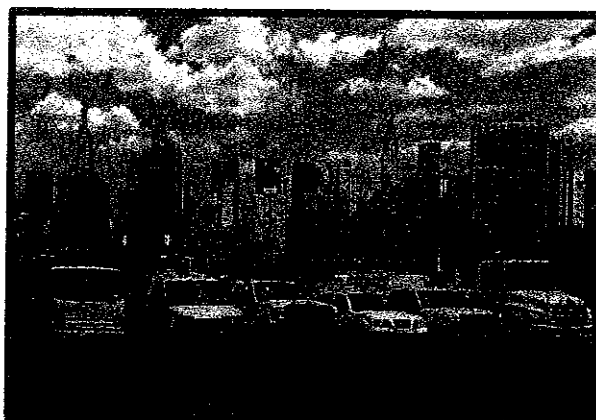
Office	City	State	Headcount
Miami	Miami	FL	8
Orlando	Casselberry	FL	6
Plantation	Plantation	FL	10
Tampa	Tampa	FL	9
Atlanta	Roswell	GA	13
Washington DC / Virginia	Chantilly	VA	7
Maryland	Capital Heights	MD	10
Los Angeles	Los Angeles	CA	31
Long Island	Deer Park	NY	8
Westchester County	Purchase	NY	5
New Jersey	West Orange	NJ	3

On the revenue generation side, InSite Street Media has cultivated a large and diverse portfolio of local, regional and national clients, including AT&T, Verizon, Universal, Warner Brothers, 7-Eleven, Google, Bank of America, Nissan, Disney, State Farm, GEICO, Starbucks, Subway, McDonalds, Coca-Cola, Best Buy and others.

However, the company's largest and fastest growing business segment is comprised of local advertisers interested in reaching local customers. InSite Street Media maintains a client portfolio of over 5,000 local businesses that include restaurants, real estate agencies, automobile dealers, lawyers, banks, hospitals, fast food franchises and retailers. In addition, InSite Street Media provides public service advertising space to non-profit organizations serving communities in which we operate.

As a premier operator of out-of-home advertising programs, InSite Street Media has the experience and resources to ensure a successful and profitable bus advertising program for the RTA, and InSite Street Media is prepared to perform in accordance with the terms and conditions set forth in this proposal.

Toward that goal, InSite Street Media and its executives have successfully operated municipal contracts in many states across America. We currently have full-service bus ad, shelter, transit, and bench operations in over 70 different municipalities; a listing of those is shown below. Note that InSite Street Media already operates in many areas of Miami-Dade County, which will benefit Opa-Locka's transit benches and transit shelters and InSite Street Media through the synergies achieved in both sales and operations. There will be many cross-selling opportunities and operational efficiencies, in addition to having more potential respondents available to help with weather related issues and in emergency situations.



InSite Street Media generates approximately \$20,000,000 annually in advertising revenues. More than 95% comes from transit related businesses; \$10,000,000 from shelters; \$2,000,000 from transit advertising; and over \$8,000,000 in advertising benches. The balance of our revenue comes from traditional outdoor advertising.

GEOGRAPHICAL PRESENCE

InSite Street Media has a significant presence in some of the most valuable advertising markets in the United States, with over 15,000 advertising faces. We operate *bus advertising, transit shelters, transit benches* in the following markets:

- Miami: *transit shelters, transit benches*
- Tampa: *transit shelters, transit benches*
- Atlanta: *transit shelters, bus advertising*
- Washington DC MSA
 - Southern Maryland: *transit shelters*
 - Northern Virginia: *bus advertising, transit shelters*
- Los Angeles City & County: *transit benches*
- New York MSA
 - Westchester County, NY: *transit shelters*
 - Northern New Jersey: *transit shelters*
 - Connecticut (Norwalk, Stamford & Waterbury): *transit shelters*
 - Long Island: Nassau and Suffolk Counties: *bus advertising, transit shelters, transit benches*

MUNICIPAL PARTNERS

The following is a select listing from the more than 70 municipalities under management by our team. Due to space limitations, we are not including contact information for each municipality, but can supply that information upon request.

Municipality	State	Product(s)	Contract Origination Date
Altamonte Springs	FL	Ad Shelters	2006
Cutler Bay	FL	Ad Shelters	2006
Davie	FL	Ad Benches	2009
Doral	FL	Ad Benches	2009

Municipality	State	Product(s)	Contract Origination Date
Hallandale	FL	Ad Benches	2010
Hialeah	FL	Ad Benches	2005
Hillsborough Transit Authority (HART)	FL	Ad Shelters	2008
Hollywood	FL	Ad Shelters & Ad Benches	2008
Lauderdale Lakes	FL	Ad Benches	2004
Miami-Dade County	FL	Ad Benches	2005
Miami Springs	FL	Ad Shelters & Ad Benches	2000
North Miami	FL	Ad Shelters	2006
North Miami Beach	FL	Ad Benches	1999
Oakland Park	FL	Ad Benches	2003
Pembroke Pines	FL	Ad Shelters & Ad Benches	2008
Pinellas Suncoast Transit Authority	FL	Ad Shelters	2013
South Miami	FL	Ad Benches	2001
Tamarac	FL	Ad Benches	2004
Wilton Manors	FL	Ad Benches	2004
Cobb County	GA	Ad Shelters	1999
Cobb County Transit	GA	Bus Ads	2012
Gwinnett County	GA	Ad Shelters	2004
Marietta	GA	Ad Shelters	1999
Smyrna	GA	Ad Shelters	1999
Fairfax County	VA	Ad Shelters	2010
Loudoun County	VA	Bus Ads	2012
Bladensburg	MD	Ad Shelters	2007
Brentwood	MD	Ad Shelters	2000
College Park	MD	Ad Shelters	2000
Gaithersburg	MD	Ad Shelters	2003
Glenarden	MD	Ad Shelters	2000
Landover Hills	MD	Ad Shelters	1999
Laurel	MD	Ad Shelters	2000
Mount Rainier	MD	Ad Shelters	2001
New Carrollton	MD	Ad Shelters	2006
Prince George's County	MD	Ad Shelters & Ad Benches	2000
Seat Pleasant	MD	Ad Shelters	2000
Takoma Park	MD	Ad Shelters	1999
Los Angeles (City)	CA	Ad Benches	2011
Los Angeles (County)	CA	Ad Benches	2021
Babylon	NY	Ad Shelters & Ad Benches	2002
Brookhaven	NY	Ad Shelters & Ad Benches	2001
Islip	NY	Ad Shelters & Ad Benches	2001
Nassau	NY	Ad Shelters	1997
Westchester County	NY	Ad Shelters	2016
Bayonne	NJ	Ad Shelters	1999
Belleville	NJ	Ad Shelters	2000
Bloomfield	NJ	Ad Shelters	1996
Cliffside Park	NJ	Ad Shelters	1999

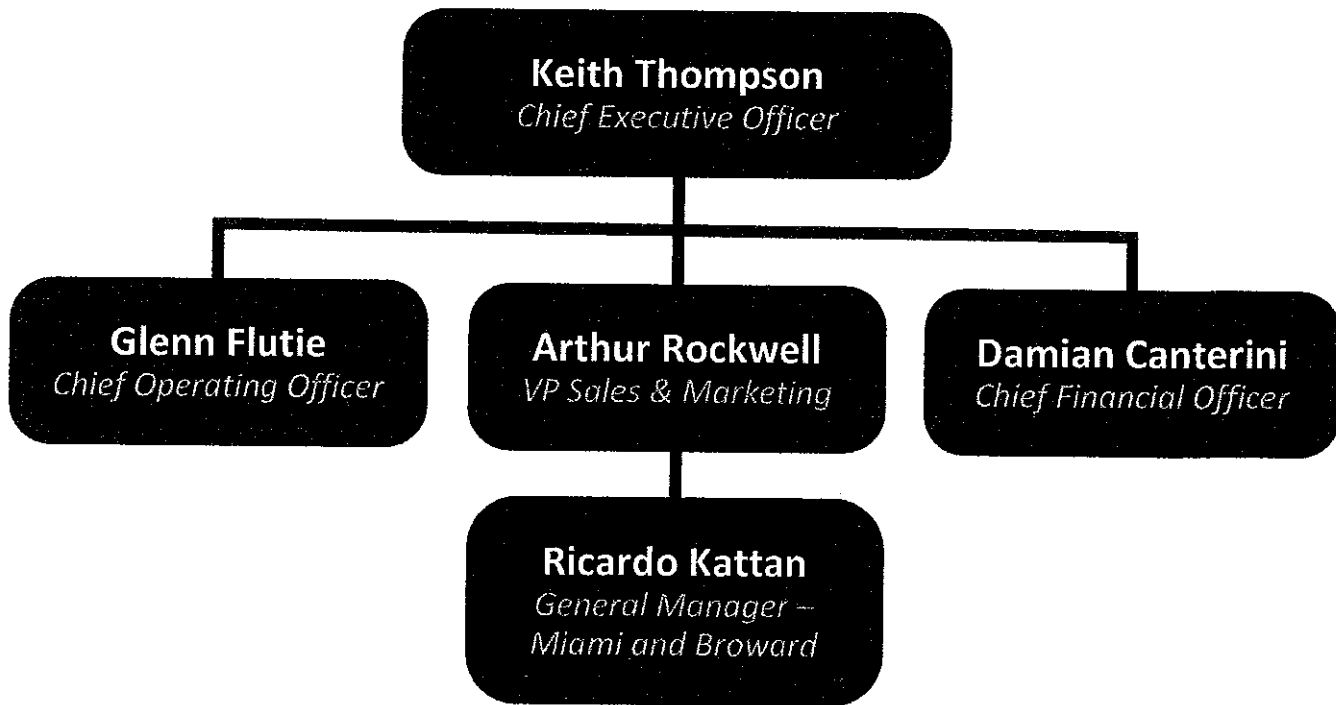
Municipality	State	Product(s)	Contract Origination Date
Clifton	NJ	Ad Shelters	2010
Dumont Borough	NJ	Ad Shelters	2002
Dunellen	NJ	Ad Shelters	2002
Edgewater	NJ	Ad Shelters	2004
Edison	NJ	Ad Shelters	2002
Elmwood Park	NJ	Ad shelters	1996
Englewood Cliffs	NJ	Ad Shelters	2002
Fairfield	NJ	Ad Shelters	1998
Fair Lawn	NJ	Ad shelters	1995
Guttenberg	NJ	Ad Shelters	2001
Hackensack	NJ	Ad Shelters	2000
Linden	NJ	Ad Shelters	2007
Lodi	NJ	Ad Shelters	2000
Lyndhurst	NJ	Ad Shelters	1998
Morris Plains	NJ	Ad Shelters	2001
Mount Arlington	NJ	Ad Shelters	2002
Old Bridge	NJ	Ad Shelters	2000
Palisades Park	NJ	Ad Shelters	2002
Passaic	NJ	Ad Shelters	2008
Ridgefield	NJ	Ad Shelters	2005
Rochelle Park	NJ	Ad Shelters	2001
Secaucus	NJ	Ad Shelters	1998
Totowa	NJ	Ad Shelters	2008
Union	NJ	Ad Shelters	2010
West Orange	NJ	Ad Shelters	1996
C Transit - Stamford Transit District	CT	Ad Shelters	1990
Norwalk Transit District	CT	Ad Shelters	2011
Waterbury	CT	Ad Shelters	1981

INSITE'S CORPORATE PHILOSOPHY

InSite Street Media is a socially aware corporate partner in all of the municipalities which we service. Our anti-recidivism initiatives with the Anti-Recidivism Coalition (ARC), and other similar groups, allow our Company to empower formerly and currently incarcerated people to thrive by providing a support network, reentry into the workforce and society. Targeted workers for job placement include veterans, persons with a history of involvement with the criminal justice system (formerly incarcerated), persons with no high school diploma or GED, former foster youth and other at-risk persons. Throughout the country, we have hired a substantial number of formerly incarcerated individuals, giving them a chance to succeed. We are proud of the track record of our current and former employees who are experiencing success in life.

Key Personnel and Staffing

CORPORATE ORGANIZATIONAL CHART



CORPORATE MANAGEMENT TEAM

The executive management team of InSite Street Media has in excess of 160 years combined experience in the outdoor advertising industry. The team has extensive experience in the management, sales, and operation of transit advertising programs and other forms of out-of-home. The following personnel will be available to provide and/or supervise all services outlined in the RFP response for the entire duration of the contract. We have provided the resumes of our key personnel, which discuss the qualifications and credentials of everyone on the InSite Street Media team.

KEITH THOMPSON

Chief Executive Officer

Mr. Thompson graduated magna cum laude with a BA in communications from University of California, San Diego in 1989, and later received an MBA from Pepperdine University. Keith Thompson has spent his entire career in the Outdoor Advertising/Street Furniture/Bus Bench industries in various Operations, local and National Sales, General and Sales Management, and National Client/Media Agency roles in both Los Angeles and New York City. Mr. Thompson joined InSite Street Media in 2013 after the completion of the initial rollout of the new City of Los Angeles' Bus Bench program. He currently oversees all aspects of the company's business and is also a board member of Geopath and is in the process of being appointed to the board of the OAAA (Outdoor Advertising Association of America).

GLENN FLUTIE

EVP, Operations

Since 1984, Mr. Flutie has provided and managed street furniture programs in numerous markets, and during this period he has overseen the installation of more than 8,500 bus benches and 300 bus shelters. Mr. Flutie has a broad knowledge of ADA requirements, as well as general installation expertise, and is known for his ability to install and maintain benches in a safe and timely manner. His experience includes the supervision of the installation of the street furniture in Atlanta in 1996 in time for that year's Olympics, and he personally marketed and supervised the installation of all 6,000 benches in Los Angeles, in less than a two-year time period. Mr. Flutie has an incredible amount of knowledge and unique understanding of the Federal, State, and local regulations pertaining to Opa-Locka's bus shelters, and has a strong relationship with our furniture manufacturing partners.

ARTHUR R. ROCKWELL

VP of Sales & Marketing

Arthur Rockwell is the company's Vice President, Sales & Marketing. He boasts 20+ years of out-of-home experience. Mr. Rockwell has been in the advertising industry since 1989 and has spent most of his career in the out-of-home advertising industry. After leaving La Opinión in 1993, Mr. Rockwell spent 10 years with Vista Media Group (now Lamar Advertising) in Los Angeles, rising to the position of Executive Vice President, Sales & Marketing. After leaving Vista Media in 2003, Mr. Rockwell spent 5 years directing the Multi-Cultural Division of CBS Outdoor (now Outfront Media) as Senior Vice President. In 2006, he was named the Out-Of-Home Media All Star by Advertising Age's Marketing y Medios magazine. He also has extensive experience in market intelligence and geodemographic data and analytics. Mr. Rockwell was a long-time resident on South Florida spending 13 years living in Miami-Dade County (2006 – 2019), specifically Pinecrest and Palmetto Bay, FL. In 2019, he relocated to New York and joined InSite Street Media in September, 2019 as General Manager of the company's NY – North branch in Westchester, NY.

DAMIAN CANTERINI

Chief Financial Officer

Mr. Canterini was named Chief Financial Officer of InSite Street Media 5 years ago. He is a CPA with over 25 years of experience in public and private accounting. Mr. Canterini oversees accounting, finance, and HR functions for InSite Street Media. Prior to joining InSite Street Media, he held a variety of upper management accounting positions within healthcare, telecommunications, pulp and paper, and public accounting industries, including VP of Finance, Director of Finance, Chief Accounting Officer and Controller. Mr. Canterini received his B.S. in Accounting from King's College in Pennsylvania and his MBA in Finance from Georgia State University.

RICARDO KATTAN

General Manager - Miami/Broward

Mr. Kattan studied business administration at the University of San Pedro Sula, in San Pedro Sula, Honduras. He was introduced as Market Manager of InSite Street Media, for the Miami Market, in July 2013. His responsibilities included the management of the local sales staff, documenting and reviewing sales activity, reporting directly to the Corporate Office for local needs assessments. Mr. Kattan was named General Manager of InSite, for Miami, in November 2013. This expanded his Administrative responsibilities locally, being now responsible for most accounts in the office P&L. As of January 2019, Mr. Kattan manages the Miami and Broward markets for InSite Street Media. Prior to joining InSite Street Media, Mr. Kattan served as Marketing Manager at IKA Group, a leading Outdoor Advertising Firm operating in Central America. From 2009 thru 2011, Mr. Kattan worked as General Manager, and Partner, of PME store chains and the distribution center of PME Honduras S.A., a company dedicated to wholesale and retail of computer electronics imported from the United States.

DEDICATED SALES FORCE

In addition to our local Opa-Locka sales team, InSite Street Media has a national/regional sales team that currently sells advertising space for all our offices, including our Miami-Dade region. InSite Street Media has one of the most experienced and knowledgeable sales teams in the Country. But our key to success lies in our approach to our dedicated, heavy, local sales effort, as will be the case in Opa-Locka. InSite Street Media develops its own in-house employees to function as the local sales force in the markets it serves and is thereby able to represent our partner's advertising programs and achieve the highest revenue generation possible. Our sales force will be focused on selling the assets of this franchise and their efforts will not be diluted with sales of other traditional outdoor assets such as billboards.

SHORT-FORM RESUMES OF KEY PERSONNEL

Keith Thompson

InSite Martin Street Ads / InSite Street Media
Executive Vice President / CEO
2014 - Present

RMG Networks
Senior Vice President
2013 - 2014

Eye Corp Media
Director of National Sales
2010 - 2013

Van Wagner Communications, LLC
VP of Sales / GM of Specialty Media Group
2003 - 2010

Vista Media Group
Executive Vice President
1999 - 2003

I.P.G.
Managing Director
1998 - 1999

Universal Outdoor (Clear Channel Outdoor)
National Account Manager
1997 - 1998

KB Home
Manager - Corporate Signage
1996 - 1997

OUTFRONT Media
Senior Account Executive
1991 - 1996

Glenn Flutie

InSite Street Media
EVP of Operations
2018 - Present

Martin Group
President and COO
1994 - 2017

Flutie Enterprises
President
1988 - 1994

Ricardo Kattan

InSite Street Media
General Manager - Miami/Broward
2013 - Present

Grupo IKA Publicitaria
Marketing Manager
2011 - 2013

PME Honduras S. de R.L.
Managing Partner
2008 - 2011

Installation Schedule

TRANSIT BENCHES

- **Days 1-5 of the Contract:** InSite Street Media will launch an after-hours phone-line for members of the Opa-Locka staff to report any damaged transit benches, during non-business hours.
- **Days 1-5 of the Contract:** InSite Street Media's maintenance crew will begin cleaning the transit benches, and disposing of any waste on or near the benches, two (2) times per week.
- **Days 1-30 of the Contract:** InSite Street Media's crews will install, if requested, a refurbished transit bench at locations requested by the City of Opa-Locka that meets the required FDOT and ADA minimum standards for bench installations.
- **Days 91-150 of the Contract:** InSite Street Media's installation crew will install "retro benches" at all 75 designated transit bench locations that meets the required FDOT and ADA minimum standards for bench installations. The retro metal seats will be thermoplastic-coated in a burgundy color to match the overall esthetic of Opa-Locka's streetscape.
- **Months 7-12 of the Contract:** Regardless of which style of new bench [from our proposal] is selected by the City of Opa-Locka, InSite Street Media will install up to 75 fixed metal thermoplastic-coated burgundy-colored transit benches at all locations requested by the City of Opa-Locka that meet the required FDOT and ADA minimum standards for bench installations. The thermoplastic material has been used in Dade County, Broward County, and the City of Los Angeles for nearly 20 years; and has proven to be the best way to dissipate heat and allow for easy-cleaning of graffiti.

TRANSIT SHELTERS

- **Days 1-5 of the Contract:** As stated above, InSite Street Media will launch an after-hours phone-line for members of the Opa-Locka staff to report any damaged transit shelters, during non-business hours.
- **Days 1-5 of the Contract:** As stated above, InSite Street Media's maintenance crew will begin cleaning the transit shelters, and disposing of any waste on or near the shelters, two (2) times per week.
- **Days 1-30 of the Contract:** InSite Street Media's installation crew will visit each of the designated ten (10) transit shelter locations and will write-up a diagnosis of that particular shelter, including any necessary repairs needed to restore each shelter to as close to "like new" condition as possible. A report of all necessary repairs will be submitted to the City of Opa-Locka by the end of the first 30 days of the contract.
- **Days 31-90 of the Contract:** InSite Street Media's installation crew will start to refurbish the designated 10 transit shelters, and repair any components that are fixable without ordering new parts.
- **Months 4-12 of the Contract:** InSite Street Media will repaint the designated ten (10) transit shelters in burgundy, or any color selected by the City of Opa-Locka.
- **Year 1 of the Contract:** InSite Street Media will refurbish, two transit shelters with solar panels and backlit ad boxes. (The refurbishment costs for these two shelters will come out of Opa-Locka's portion of the revenue share for Year 1 of the Contract.)
- **Year 2 of the Contract:** InSite Street Media will refurbish, two transit shelters with solar panels and backlit ad boxes. (The refurbishment costs for these two shelters will come out of Opa-Locka's portion of the revenue share for Year 2 of the Contract.)
- **Year 3 of the Contract:** InSite Street Media will refurbish, two transit shelters with solar panels and backlit ad boxes. (The refurbishment costs for these two shelters will come out of Opa-Locka's portion of the revenue share for Year 3 of the Contract.)
- **Year 4 of the Contract:** InSite Street Media will refurbish, two transit shelters with solar panels and backlit ad boxes. (The refurbishment costs for these two shelters will come out of Opa-Locka's portion of the revenue share for Year 4 of the Contract.)
- **Year 5 of the Contract:** InSite Street Media will refurbish, two transit shelters with solar panels and backlit ad boxes. (The refurbishment costs for these two shelters will come out of Opa-Locka's portion of the revenue share for Year 5 of the Contract.)

TRASH RECEPTACLES

- **Days 1-5 of the Contract:** Launch an after-hours phone-line for members of the Opa-Locka staff to report any maintenance-related issues, during non-business hours.
- **Days 1-60 of the Contract:** InSite Street Media will order new, 32-gallon trash receptacles in burgundy, or any color selected by the City of Opa-Locka, to be installed at transit bench locations, and transit shelter locations (for shelters scheduled to be refurbished in Year 1 of the Contract).
- **Days 120-180 of the Contract:** InSite Street Media will install the new trash receptacles, either by bolting them down into the concrete, or by post-mounted them into the soil, for whatever application is at any given location.
- **Years 2-5 of the Contract:** InSite Street Media will install the remaining eight (8) new trash receptacles, in burgundy, or any color selected by the City of Opa-Locka. These installations will occur after the remaining transit shelter refurbishments and/or installations have been completed. These trash receptacles will be installed either by bolting them down into the concrete, or by post-mounted them into the soil, for whatever application is at any given location.

Proposed Pricing

InSite Street Media is requesting that the City of Opa-Locka consider a **5-year contract for both the Transit Bench and Transit Shelter advertising**, with an additional **5-year option to renew**. This 5-year + 5-year option term will provide an economically feasible duration for the Opa-Locka program to fund the investment in an upgraded Street Furniture program including both Transit Benches and Transit Shelters thereby improving the Streetscape in the city of Opa-Locka. In the event of a 5-year contract (with a 5-year option to renew), InSite Street Media's proposed pricing is as follows:

TRANSIT BENCHES:

The Greater of 20% of Revenue or flat fee per sold Bench, per year*

BENCH PRICING SCHEDULE

***EITHER**

- PROGRAM YEARS 1-3 - \$15 per sold Bench
- PROGRAM YEARS 4-6 - \$16 per sold Bench
- PROGRAM YEARS 7-10 - \$17 per sold Bench

OR THE GREATER OF

- 20% of ADVERTISING REVENUE

- *In the event that 90% of the **75 Transit Benches** yield advertising revenue for **12 months of the year** based on a target projected price point of **\$100 per bench per month**; the City of Opa-Locka's portion of the revenue-share would be approximately **\$16,200 per year**.*

TRANSIT SHELTERS:

*20% of Revenue** per sold shelter, per year*

SHELTER PRICING SCHEDULE

- 20% of ADVERTISING REVENUE

**The funds required for the investment in capital expenditure items including the purchase and install costs for illuminated light boxes and any other capital improvements on city-owned Shelters will be derived from the advertising revenue from Transit Shelter advertising sales. InSite will outlay initial funds to improve the city-owned shelters over the first 5-years of the program. Once the costs have been recovered, the revenue share program will go into effect.

- *Once the above referenced Cap-Ex costs for city-owned Shelter improvements are covered and in the event that the **10 existing city-owned Transit Shelters (each with 2 ad faces)** yield advertising revenue for **12 months of the year**; based on a projected target Transit Shelter price point of **\$150 per ad face per month (equating to \$300 per shelter per month)**; the City of Opa-Locka's portion of the revenue-share would be approximately **\$7,200 per year**.*

References

Below is our list of references for the City of Opa-Locka's Bus Benches / Shelters & Trash Receptacle Advertising With Maintenance Program:

Municipal Partner	Contract Manager / POC	Contact Information
Miami-Dade County, FL	Raonel Rodriguez Public Works Transit Passenger Amenities Manager 1,650 Transit Benches	(786) 469-5328 raonel.rodriguez@miamidade.gov
City of Hialeah, FL	Jorge de la Nuez Contract Administrator 350+ Benches	(305) 632-8316 jdelanuez@hialeahfl.gov
City of North Miami, FL	Steven Marcellus Transportation Specialist 39 Transit Benches	(786) 828-7460 smarcellus@northmiamifl.gov
Hillsborough Area Regional Transit (HART) Tampa, FL	Daniel Rodriguez Project Manager 1 360+ Transit Shelters	(813) 384-6438 rodriguezdz@gohart.org
City of Los Angeles, CA	Lance Oishi Contract Administrator 6,000 Transit Benches	(213) 847-3333 lance.oishi@lacity.org



RFP NO. 21-0824100
BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH
MAINTENANCE PROGRAM

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: Apex Outdoor Advertising, LLC D.B.A InSite Street Media

Address: 1835 NW 112th Avenue, Suite 161

City, State, Zip: Miami, FL 33172 Phone/Fax: 305.969.6100 / 305.969.0540

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

3. If Corporation, state:

Date of Incorporation: N/A State in which Incorporated: N/A

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: (Not a corporation.)

5. Name and Title of Principal Officers

Date Elected:

Keith Thompson, C.E.O.

06/02/21

Randall Smith, Executive Chairman

06/02/21

Glenn Flutie, EVP Field Operations

09/28/18

Damian Canterini, C.F.O.

09/28/18

6. The length of time in business: 23 years

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

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

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

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



RFP NO: 21-0824100
PRICE PROPOSAL FORM

**BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH
MAINTENANCE PROGRAM**

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

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

LUMP SUM PRICE: \$ _____

SUBMITTED
THIS _____

DAY OF _____

2021.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title

Not Applicable. (The City of Opa-Locka is not paying InSite Street Medion)



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.

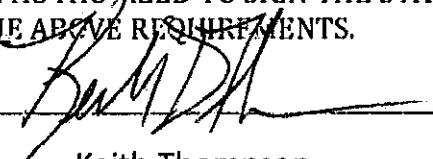
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer 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 Keith Thompson



CITY OF OPA-LOCKA
RFP NO. 21-0824100

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 Keith Thompson the
(Name)
C.E.O. of InSite Street Media
(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.

8/20/2021
Date

[Signature]
Signature



CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Keith Thompson being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Officer (Chief Executive Officer)
(Owner, Partner, Officer, Representative or Agent) of
InSite Street Media 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:

Glenn Flutie

Witness
(Glenn Flutie, EVP Field Operations)

R. G. Smith

Witness
(Randall Smith, Executive Chairman)

By: Keith Thompson
Signature

Keith Thompson, C.E.O.
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.

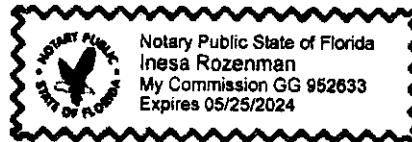
By: 
Christian Oliver
Title: South Florida Operations Manager

Sworn and subscribed before this

23 day of August, 2021


Notary Public, State of Florida

Inesa Rozenman
(Printed Name)



My commission expires: 05/25/2024



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



E-VERIFY FORM

Definitions:

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

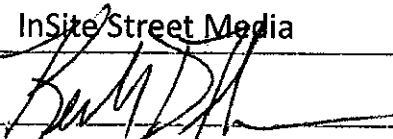
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

Company Name: InSite Street Media

Authorized Signature: 

Print Name: Keith Thompson

Title: Chief Executive Officer

Date: 8/20/2021

City of Opa-locka



RFP NO: 21-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

**BUS BENCHES / SHELTERS AND TRASH
RECEPTACLE ADVERTISING WITH MAINTENANCE
PROGRAM**



CITY OF OPA-LOCKA

BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING
WITH MAINTENANCE PROGRAM

RFP NO. 21-XXXXXXX

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CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS

RFP NO: 21-XXXXXXX

Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program

Sealed Proposals for Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program 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, **Tuesday, July 27, 2021 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program.**

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

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

A Mandatory pre-bid meeting will be held on **Tuesday, July 13, 2021 at 10:00 a.m.** at Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL 33054.

City Clerk
Joanna Flores, CMC



CITY OF OPA-LOCKA

RFP NO. 21-XXXXXXX

BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH MAINTENANCE PROGRAM

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Bus Bench / Shelters and Trash Receptacle Advertising with Maintenance services for the City of Opa-locka.

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 Tuesday, July 27, 2021. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-XXXXXXX – Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program**. This package shall also include the Proposer's return address.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka seeks proposals from qualified professional firms with expertise to provide transit bus bench / shelter and trash receptacle advertising, including provision, installation, removal, maintenance and advertising at specified locations throughout the City of Opa-locka. The bus benches will be located exclusively at designated and signed bus/transit stop locations.

Bus Benches:

The contractor shall have the exclusive right to construct, erect, install, and maintain self-standing public bus benches (excludes bus shelter benches) at no cost to the City, and to place such benches at locations within the public right-of-way within the City of Opa-locka.

Bus Shelters:

The contractor shall have the exclusive right to advertise only on the City's existing bus shelters located within the City of Opa-locka.

The Contractor will, at its own expense, recruit, employ, train and supervise all employees necessary for the smooth and efficient operation of the services. All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Opa-locka. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

The following detailed information is attached:

Attachment A – Bus Bench Locations

Advertising:

The contractor shall be authorized to provide, install and maintain, at its sole cost and expense quality, professionally designed, commercial advertising to be placed upon specified benches and shelters approved by the City. Provided, however, that advertising of tobacco, alcoholic beverages, political campaign ads, firearms, adult book stores, adult theaters, adult escort services and pornographic or obscene material is prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City whose decisions on these matters shall be final. All Ads, except where noted below, will be obtained for the sole purpose of generating revenue.

No advertising shall be displayed that contains material that is immoral, lascivious or obscene as defined in S.847.001, Florida Statutes. Moreover, the Contractor may not pay any commission(s) to any employee, outside advertising agency, or anyone else for the sale of advertising under this

agreement for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.

No advertising or sign on any bus bench shall be displayed except in the area designated for advertising pursuant to the approved design diagrams.

No advertising or sign on any bus bench shall display any work; phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.

Self-standing advertising Bus Benches:

Advertising displays on the self-standing bus benches may not be back-lit and shall not exceed 48 inches in height from the ground. Unless approved by the City, no more than one bus bench shall be placed at a bus stop location.

Bus Shelter Advertising:

The bus shelter advertising should follow the above general allowed advertising requirement as to content of the actual advertising. The advertising shall be the size of the existing ad panel which is 47 inches x 68.5 inches, 1mm PVC, per side to reflect the existing back-lighting inside the ad panel.

LOCATION SELECTION

The contractor will pre-identify and submit to the City the locations where they find it feasible to install and/or replace bus benches to install advertising bus benches for the City's approval. The bus benches shall follow Florida Administrative Code, Chapter 14, Department of Transportation and shall meet the U.S. Department of Transportation "ADA Standards for Transportation Facilities."

Prior to the replacement of any new bus benches 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 benches, 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 bus bench locations must be approved by the City. Within the service area, the potential locations shall include public bus stops located at parks, shopping centers, business zones, and in other similar area needed for pedestrian convenience and for the accommodation of the public. Notwithstanding the aforementioned, the Contractor may locate bus benches on private property within the service area provided, however, that the Contractor secure, 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 bus benches shall be subject to compliance with the provisions of the bid.

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 a primary bus bench, the 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. In addition, the color of the new

benches shall match the burgundy as close as possible to the existing bus benches with the City's approval prior to installation of the new bus benches.

DESIGN

Any design proposals submitted shall include a complete set of drawings detailing the design and construction of any and all bus benches proposed to be placed in the service area. The City shall have the right to reject for any reason whatsoever designs that in its opinion are not suitable or aesthetically pleasing.

All bus benches shall meet or exceed hurricane wind resistance building code requirements and be ADA compliant.

Contractor shall locate and design the bus benches so that access for utilities and cable is not impaired and will coordinate with such utilities and cable companies.

ADVERTISING BUS BENCHES INSTALLATION

The contractor shall be responsible, at contractor's expense, to remove and replace existing bus benches for the purpose of installing new advertising bus benches. The removed benches will be delivered and returned to the City to the Public Works Department only if the bench is in good condition; otherwise, they can be disposed with City approval.

RELOCATION OF BUS STOPS

In the event of change in transit stops or other transportation system designations, changes in street design or right-of-way or changes the City deems necessary for the public health, safety, welfare and convenience, the contractor, at the City's written request, shall relocate a designated bench to another location mutually agreed to by the City and the contractor. The relocation of the bus bench shall be completed within ten (10) working days of the submittal of the written request by the City. The expense in connection with such relocation shall be borne by the contractor.

MAINTENANCE OF BUS BENCHES

The contractor shall be responsible, at contractor's expense, to maintain the actual bench and bench site and surrounding area for a minimum distance of ten (10) feet from the bench to ensure that the site is free of graffiti, trash, high grass, weeds, and other rubbish. The contractor shall also be required, at contractor's expense, to maintain trash receptacles; including the removal and proper disposal of trash from within these receptacles. The contractor shall provide trash collection and disposal at a minimum two times per week, or on a more frequent basis as to prevent any overflowing of trash. All bus benches and trash cans shall be cleaned and polished every quarter (four (4) cycles per year), and inspected for structural damage. As part of the bus bench and trash receptacle cleaning, inspection and repairs, the successful contractor is responsible, every cycle, under this bid to properly secure to the concrete (sidewalk) bus benches and trash receptacles that become loose, and to replace any damage bus bench and/or trash receptacle. Example of damage includes; but it is not limited to: broken/missing parts and trash receptacle damage due to fire. Re-setting of the bus benches and trash cans shall be required in case of concrete failure. Loose concrete, and anchor holes left behind due to the re-setting of the bus benches and/or trash receptacles shall be repaired by the contractor at no extra cost to the City.

Damaged bus benches and trash receptacles due to damage caused by acts of god, accidents, vandalism, etc. shall be removed within 24 hours. Such repairs shall be completed within three (3) working days of the incident being reported to and by the City, unless the required parts are on backorder. The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the bus benches that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services. It is the bidder(s) sole responsibility to select the equipment necessary to do the job meeting the required specifications.

In the event the City determines that a bench constitutes a hazard to persons or property or disrupts the public right of way, the Contractor shall remove the bench no later than twenty-four (24) hours of receipt of such notice. In the event, the Contractor fails to repair, replace, or remove the bus bench within the above-specified period, the City shall have the right to move or remove said bus bench at the expense of the Contractor.

The City reserves the right to inspect such bus benches to determine their condition. The Contractor shall replace or recondition, to the satisfaction of the City any bus bench which the City determines are no longer good or stable or serviceable condition. The style and construction of any replacement bus bench shall be the same as the bus bench replaced, unless prior City approval is received. In the event the City determines that a bus bench requires repair, replacement, or removal for the noncompliance, the Contractor shall repair, replace, or remove the same within three (3) working days of receipt of such notice.

The contractor shall be required to maintain all bus benches, shelters, and trash receptacles.

The Contractor will be responsible for any damages caused by the placement and removal of ads placed in the City's bus shelter ad panel box.

MAINTENANCE OF TRAFFIC

All maintenance work, if on the road, shall be accomplished with the vehicles facing in the same direction as the traffic. All lane closures shall have the approval of the Public Works Director or his/her designee. While performing work, the contractor will be required to provide the necessary barricade and other traffic safety control devices to protect vehicular and pedestrian traffic, workman and the work area in general. The contractor shall adhere to the Florida Department of Transportation's 2009 or latest edition of the Manual on Uniform Traffic Control Devices for maintenance work zones. In order to provide a safe working environment the Contractor and his employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage etc. The contractor shall have, at all times, at least one M.O.T. Certified person on site. Failure by the contractor to secure the lane closure approval from the Public Works Director or his/her designee prior to commencing work will result in an immediate stop work order.

Laborers will be required to wear approved reflective vests when working in the right-of-way areas so that they are visible to motorists. Contractor shall comply with all OSHA, local, State and Federal requirements. Construction Safety Vests will be supplied by the contractor.

The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Opa-locka prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities, site amenities, concrete and/or asphalt surfaces, vehicles, structures, parkways, sidewalks, curbs and gutters, driveways, walls, fence, and rights-of-way.

If the work site has any pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., Contractor shall notify the Public Works Department in writing. Failure to do so shall obligate the contractor to make repairs.

EMPLOYEES

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean uniform that provides identification of both the Contractor's company and the name of the employee). Personnel must be able to supply proper identification at all times.

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Opa-locka. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Contractor shall assign an "On Duty" field supervisor who speaks and reads English. Contractor shall provide the City with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

PUBLIC SERVICE BENCHES

Contractor shall provide up to ten percent of its bus benches and bus shelter for public service advertising for the City, and no fees or revenue calculation shall apply to these bus benches at the time when the public service advertising is in place. The Contractor shall provide the bench at no cost to the City with the cost of the advertising panel artwork and production paid by the City.

MONTHLY FEE PAYMENTS

Contractor shall compensate the City at the guaranteed revenue rate (per bus advertising bench and per bus shelter advertising panel) or the percentage (%) of the total advertising revenue (gross), whichever is greater.

Monthly fees shall be paid in advance on the first day of the month of each contract year; provided however, that the first payment shall be due within 30 days of execution of the contract with the City. Contractor shall submit a report with the payment to the City's Finance Director, documenting the basis of the payment and verifying its accuracy. At a minimum, each report shall detail the number and location of the shelter sites, name(s) of advertiser(s), posting dates, contracted amounts and the total advertising revenue for the previous six month period.

RECORDS

The contractor agrees to keep complete, accurate and up-to-date records of all advertising business conducted by it under the contract, to maintain such records and to include such records as may be necessary with regular payments to the City of Opa-locka.

REMOVAL

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

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

Upon termination of the contract for any reason, the Contractor agrees to remove immediately all the of its bus benches and remove all shelter ad panel advertising; failing to do so within thirty days after notice to do so has been mailed by the City to the Contractor's official address, the City shall have the right to remove said bus benches and shelter advertising inside the ad panel box, 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 benches and removal of the ad on the bus shelters.

Upon removal of any or all bus benches 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 bus bench, including complete restoration of any sidewalk upon which said bus bench was located.

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

2-2 PROPOSER QUALIFICATIONS

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

- The Proposer shall have extensive experience, expertise and reliability in Municipal services; established reputation, particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing Bus Bench services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including

client names, titles, phone numbers and email address. Please ensure that contact information is current.)

- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be three fiscal years with a renewal of two one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 4 - Project Approach

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

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

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

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

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

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base 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 Bus Bench services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

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

4-2 EVALUATION CRITERIA

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

Category	Points
Ability and Qualifications of Proposer Describe the qualifications and relevant experience of the past five (5) years of the key personnel providing the Bench Benches and Trash Receptacle Advertising with Maintenance Program as presented in the proposal. Include the qualifications and relevant experience of the firm and all sub-proposers, if any, to be used in this project. Proposers must show an understanding of the overall needs of the City for such services, as presented in the proposal, including: 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.	30

4. Firm Organization. 5. Experience. 6. References – provide three (3) references including contact name, title, organization, address, phone and email address for all services completed and active.	
Describe Service Maintenance and Equipment, including but not limited to: 1. Similar Bus Bench Advertising programs you have operated in the past. 2. Tell us how you would maintain bus benches in good working condition. 3. Tell us how much revenue you would return the City annually from the program. 4. Tell us how your company can financially fulfill this program to the City if chosen. 5. Tell us how the City would benefit most by choosing your company for this program.	30
Proposed Fee 1. Pricing Structure 2. Fee Schedule/Cost Proposal 3. Any other additional costs	40
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The

City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

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



RFP NO. 21-XXXXXXX
BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH
MAINTENANCE PROGRAM

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. **Name and Title of Principal Officers**

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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



RFP NO: 21-XXXXXXX
PRICE PROPOSAL FORM

**BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING WITH
MAINTENANCE PROGRAM**

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

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

LUMP SUM PRICE: \$_____

SUBMITTED
THIS _____ DAY OF _____ 2021.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title

CITY OF OPA-LOCKA



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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of 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 _____



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

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

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

Date

Signature



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

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



E-VERIFY

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

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

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



Bus Benches / Shelters and Trash Receptacle Advertising with Maintenance Program

RFP#21-0824100

ADDENDUM-01

Due to the large volume of questions the deadline to submit proposals have changed.
Please see the date below:

Date changed from August 24, 2021 at 1:00 p.m. to August 31, 2021 at 1:00 p.m.



Bus Benches/Shelters and Trash Receptacle Advertising with Maintenance Program

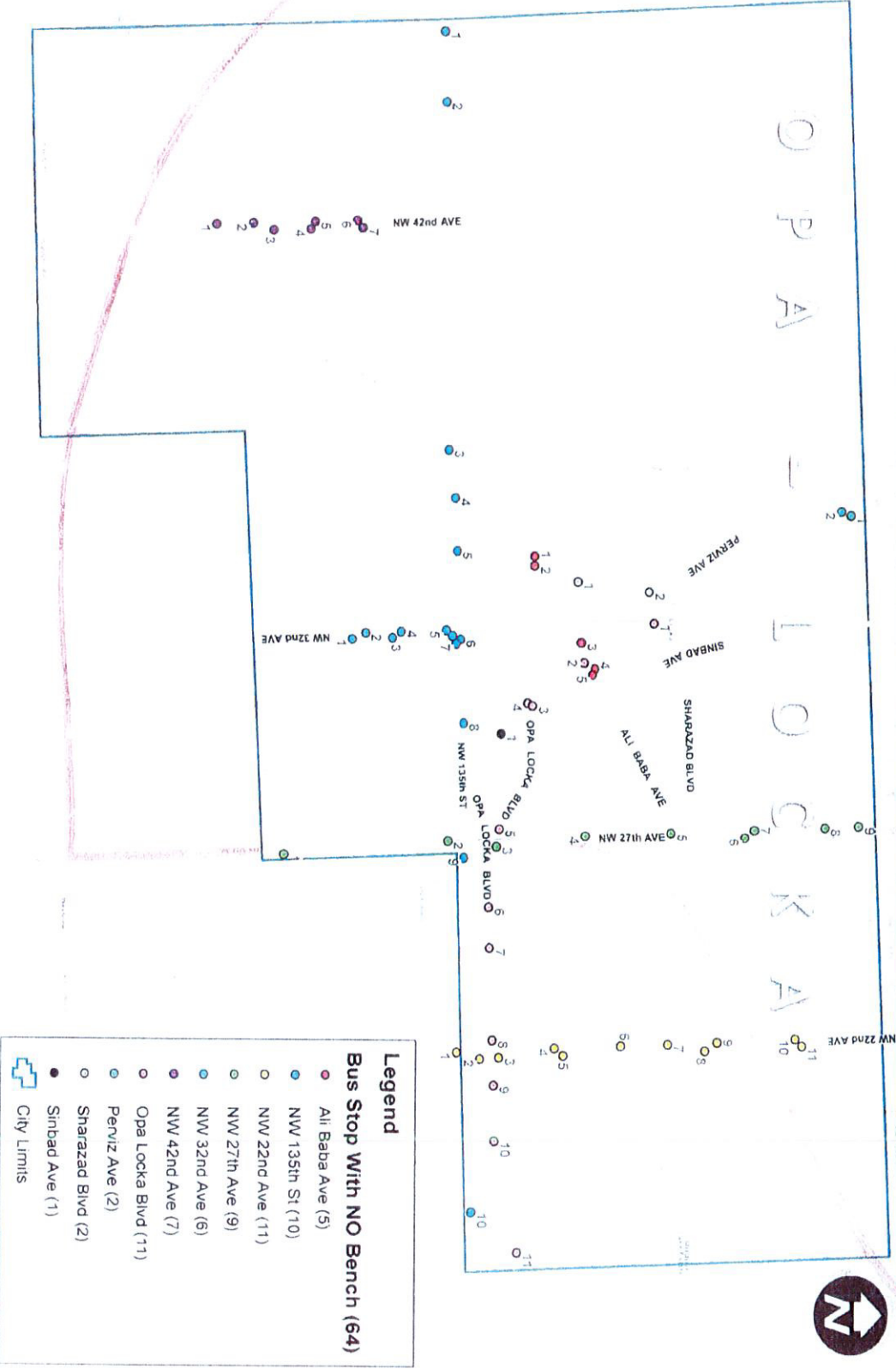
RFP#21-0824100

ADDENDUM-02

Please see responses to all questions asked to date:

1. Will the firm be responsible for pulling permits and payment for the bus bench installations? If so, what is this cost per bench?
The vendor will be responsible for permits and installation costs for all benches/shelters.
2. Is the City open to additional advertisement opportunities outside of the bus benches and branded trash receptacles?
The City is open to other opportunities outside of the bus benches and branded trash receptacles however, this will need to be approved by the City Commission.
3. Are there height/sign restrictions for signage? For example, outdoor billboards.
Billboards are not part of this RFP.
4. Can you please provide the addendum for the identified locations for bus benches?
Please see attachment
5. Based on ridership, can you provide the top 20 bus stops?
We are not aware of these statistics; it would have to be requested directly from Miami-Dade County Transit.
6. Can you identify your top bus bench locations with larger sidewalks that can accommodate shelters?
It is incumbent upon the vendor to determine the physical dimensions of the areas of installation.

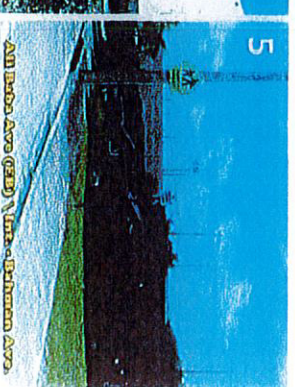
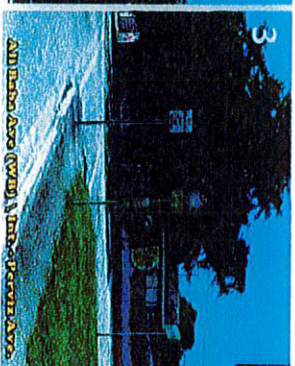
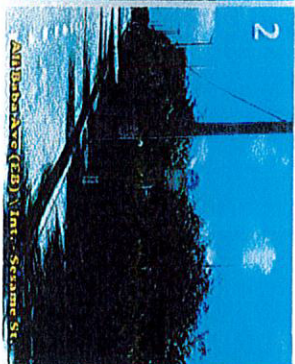
CITY OF OPA-LOCKA & MIAMI DADE COUNTY BUS STOP WITH NO BENCH



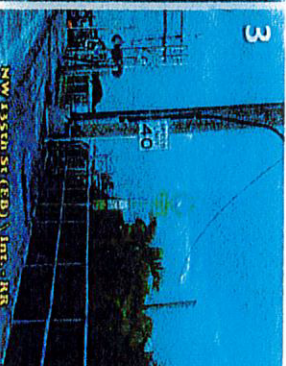
CITY OF OPA-LOCKA & MIAMI DADE COUNTY
BUS STOP WITH NO BENCH



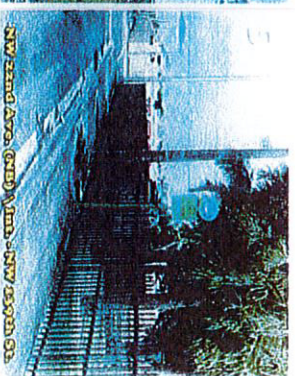
Ali-Baba Ave. (5) ●



NW 135th St. (10) ●



NW 22nd Ave. (11) ●





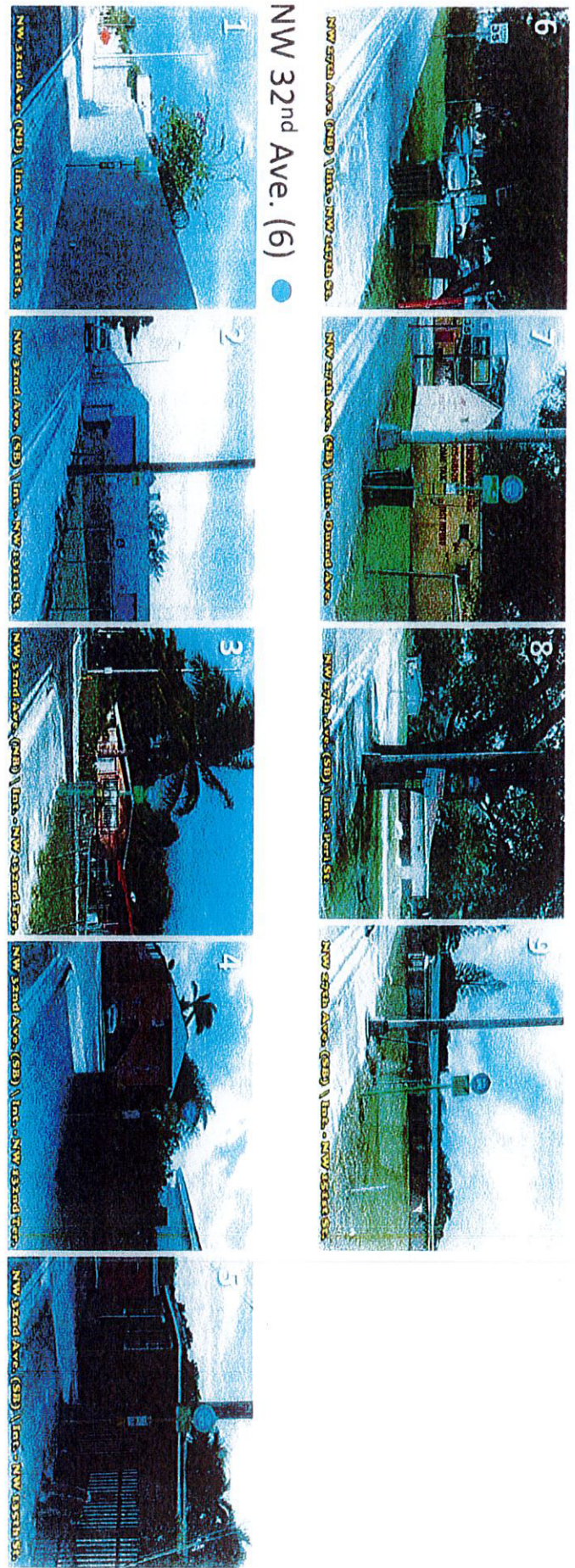
CITY OF OPA-LOCKA & MIAMI DADE COUNTY BUS STOP WITH NO BENCH



NW 27th Ave. (9) ●



NW 32nd Ave. (6) ●

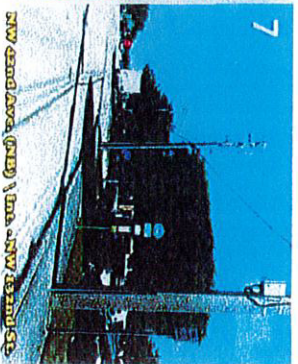
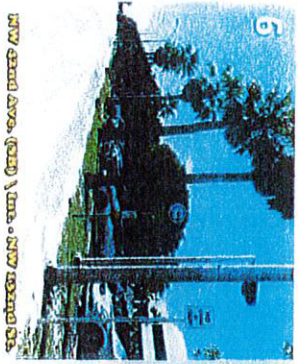




NW 32nd Ave. (6) (Cont'd) ●

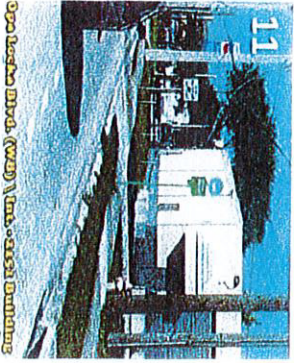
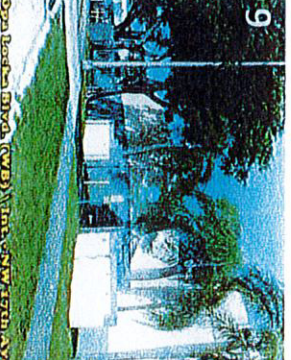
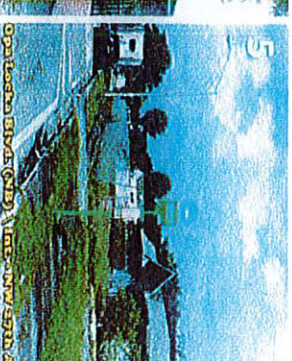


NW 42nd Ave. (7) ●





Opa-Locka Blvd (11) ●



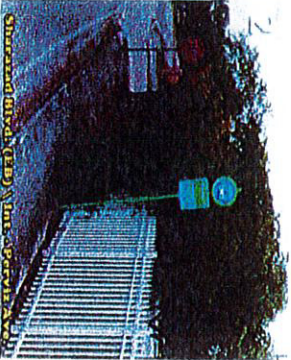
Opa-Locka Blvd (WB) \ Int. - 57th Ave



Perviz Ave. (2) ●



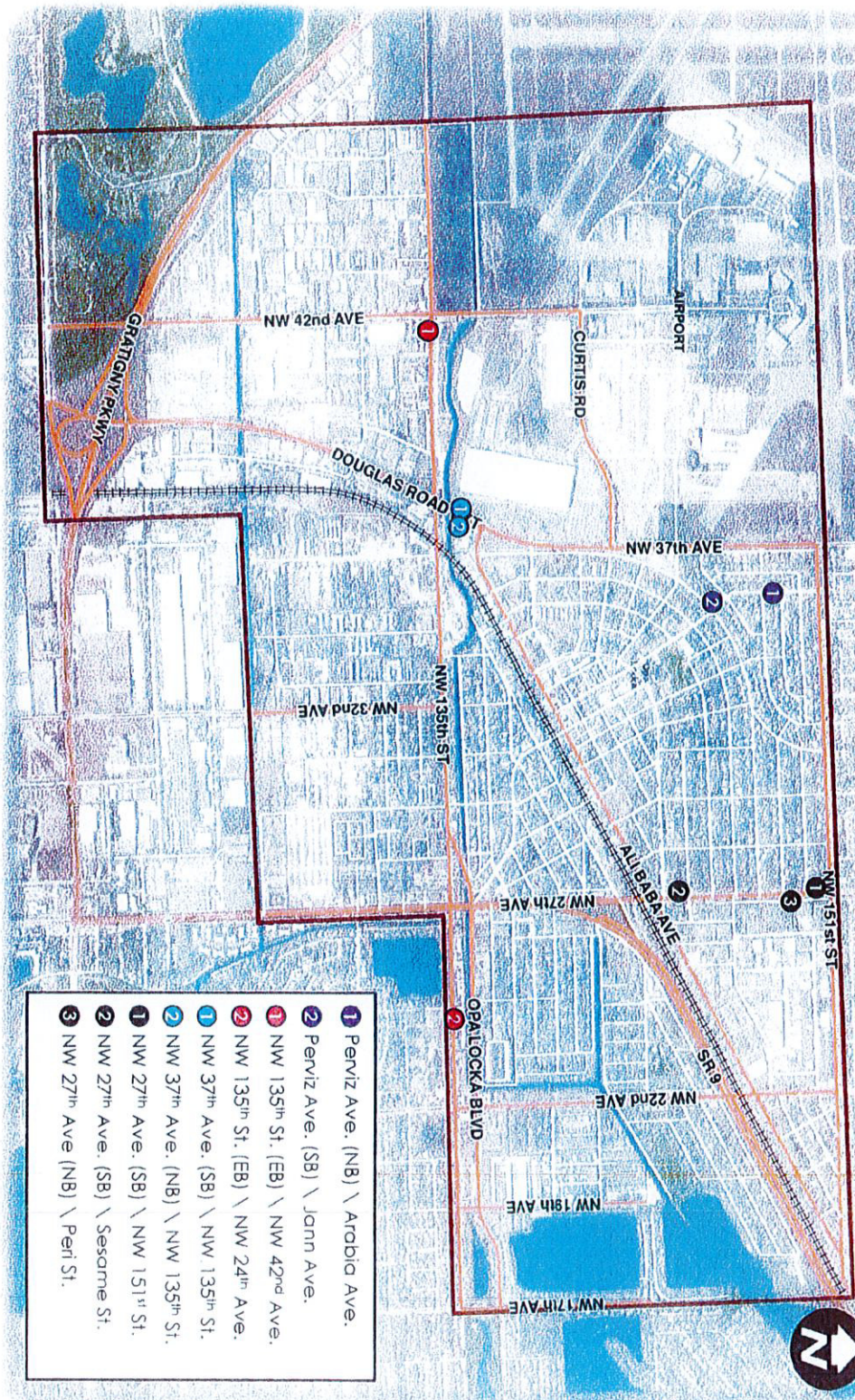
Sharazad Blvd. (2) ●



Sinbad Ave. (1) ●



CITY OF OPA-LOCKA & MIAMI DADE COUNTY BUS SHELTERS



CITY OF OPA-LOCKA & MIAMI DADE COUNTY
BUS SHELTERS



Perviz Ave. (NB) \ Arabia Ave.



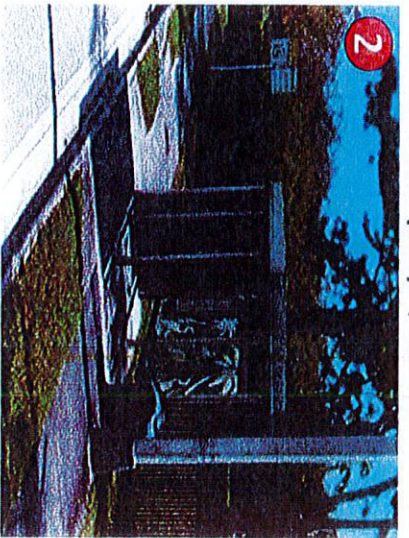
NW 135th St. (EB) \ NW 42nd Ave.



Perviz Ave. (SB) \ Jann Ave.



NW 135th St. (EB) \ NW 24th Ave.



CITY OF OPA-LOCKA & MIAMI DADE COUNTY
BUS SHELTERS



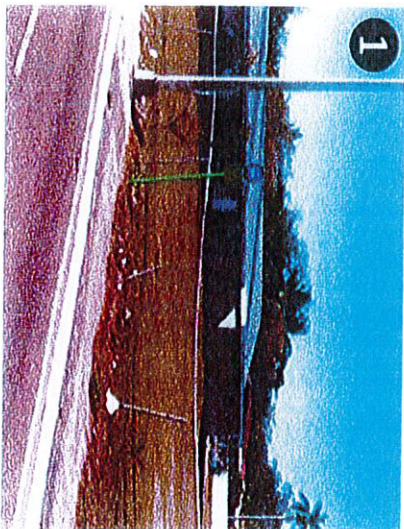
NW 37th Ave. (SB) \ NW 135th St.



NW 37th Ave. (NB) \ NW 135th St.



NW 27th Ave. (SB) \ NW 151st St.



NW 27th Ave. (SB) \ Sesame St.



CITY OF OPA-LOCKA & MIAMI DADE COUNTY
BUS SHELTERS



NW 27th Ave. (NB) \ Peri St.

3



Sponsored By: City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SERVE AS THE CITY'S AUTHORIZED REPRESENTATIVE FOR THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND ANY RELATED AGREEMENTS AND PERMITTING THE EXECUTION OF DOCUMENTS NECESSARY TO RECEIVE AND ADMINISTER FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, on May 10, 2021, the U.S. Department of Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established by the American Rescue Plan Act of 2021, (ARPA); and

WHEREAS, instead of directly receiving payments from the U.S. Treasury, Non-entitlement Unit (NEU) governments will receive designated funding allocations from the State of Florida's SLFRF; and

WHEREAS, in order to receive funding through this program, the City must execute the required funding agreement prepared by the U.S. Treasury and the Florida Department of Emergency Management (FDEM); and

WHEREAS, the U.S. Department of Treasury will distribute \$7,957,062 in two tranches. Specifically, the ARPA required the first tranche to be scheduled not later than 60 days after the enactment of the ARPA and the second tranche will be paid not earlier than 12 months after the date on which the first tranche is paid to the City; and

WHEREAS, the City of Opa-Locka filed its submission to the Treasury Submission Portal for Coronavirus State and Local Fiscal Recovery Funds on August 18, 2021; and

WHEREAS, the City of Opa-Locka received direct payment of the first tranche on September 10, 2021, in the amount of \$3,978,531 and expects to receive \$3,978,531 in May of 2022; and

Resolution No.

WHEREAS, the City Commission desires to accept and execute the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement, attached hereto as Exhibit “A”; and

WHEREAS, the City Commission further desires to formally acknowledge and accept the allocation of the Coronavirus State and Local Fiscal Recovery Funds as well as designate a point person for all other related SLFR and ARPA documents by authorizing the City Manager to serve as the Authorized Representative to receive and execute the necessary documents on behalf of the City.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

The City Commission of the City of Opa-Locka hereby approves the American Rescue Plan Act (ARPA) Funding Agreement, attached hereto as Exhibit “A” and authorizes the City Manager to serve as the Authorized Representative to receive and execute all Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and American Rescue Plan Act of 2021 (ARPA) documents on behalf of the City.

Section 3. Scrivener’s Errors

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

Section 4. Effective Date

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

Section 4. Effective Date

PASSED AND ADOPTED this 22nd day of September, 2021.

Matthew Pigatt, Mayor

Resolution No.

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Taylor	_____
Vice-Mayor Williams	_____
Mayor Pigatt	_____



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate, City Manager		CM Signature:		
Commission Meeting Date:	09/22/2021		Item Type:	Resolution	Ordinance
			(Enter X in box)	X	
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
(Enter X in box)	X		(Enter X in box)		
			Public Hearing:	Yes	No
			(Enter X in box)	X	
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	Ex:		(Enter X in box)		
General Fund	General Fund				
Enterprise Fund	Enterprise Fund				
Special Law Enforcement Fund					
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:	
(Enter X in box)	X		Enhance Organizational ☒	(list the specific objective/strategy this item will address)	
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department:	City Manager	
			Finance		

Short Title:

A resolution of the City Commission of the City of Opa-locka to approve, The American Rescue Plan Act (ARPA) of 2021 which establishes a \$350 billion Coronavirus State & Local Fiscal Recovery Fund (SLFRF). Monies from this fund are distributed to eligible state, territorial, city, county, tribal, and other governments in accordance with federal law and guidelines. Allowable uses for these funds are limited to categories established by the ARPA and the corresponding rules developed by the U.S. Treasury.

Staff Summary:

To receive funding through this program, the City must execute the required funding agreement that has been prepared by the U.S. Treasury and the Florida Department of Emergency Management (FDEM).

Proposed Action:

Approving and authorizing the City Manager to act as the City's authorized representative for the American Rescue Plan Act (ARPA) coronavirus local fiscal recovery fund agreement and any related agreements and documents necessary to receive and administer said funds; providing for conflicts; providing for severability.

Attachment:

See American Rescue Plan Act (ARPA) Fund Agreement and Breaking Down the American Rescue Plan Act: What Cities Need to Know – *Florida League of Cities*



City of
OPA-LOCKA
Florida

Matthew A. Pigatt
Mayor

Veronica Williams
Vice Mayor

Chris Davis
Commissioner

Sherelean Bass
Commissioner

John Taylor
Commissioner

John E. Pate
City Manager

Joanna Flores
City Clerk

Burnadette Norris-Weeks
City Attorney

Date: September 13, 2021

To: John E. Pate, City Manager

From: Gerri Lazzarre, CPA, Finance Department Consultant

RE: American Rescue Plan Act (ARPA) Funding Agreement

In the City Commission meeting to be held on September 15, 2021, the American Rescue Plan Act (ARPA) Funding Agreement will be presented by Mr. John E. Pate, City Manager.

Exhibit

American Rescue Plan Act (ARPA) Funding Agreement

Breaking Down the American Rescue Plan Act:
What Cities Need to Know
~Florida League of Cities

End

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Opa-Locka, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$7,957,062.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
 - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **BYRD ANTI-LOBBYING AMENDMENT**

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) **ATTACHMENTS.** The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) **LEGAL AUTHORIZATION.** The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Opa-Locka, City of

By:

Name and title:

Date:

FEIN : 596000394

DUNS : 083111823

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Director**

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$7,957,062.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Opa-Locka, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: _

Date: _

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Opa-Locka, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Opa-Locka, City of

Address:

DUNS Number: 083111823

Taxpayer Identification Number: 596000394

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Opa-Locka, City of

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

- Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Breaking Down the American Rescue Plan Act: What Cities Need to Know

Florida League of Cities





CONTACT

ALLISON PAYNE

Manager, Advocacy Programs & Federal Affairs

APayne@flicities.com



CONTACT

WADE BURKLEY

Research Analyst

WBurkley@flicities.com

What Is the American Rescue Plan Act (ARPA)?

Understanding ARPA

Metropolitan Cities vs. Non-Entitlement Units (NEUs)

ARPA Timeline

Eligible Uses of Funds

Ineligible Uses of Funds

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Thank You To Our State and Federal Partners

ERC Resources



WHAT IS THE AMERICAN RESCUE PLAN ACT (ARPA)?

- ▶ COVID-19 recovery package signed into law on **March 11, 2021**
- ▶ **\$1.9 trillion** of programming for emergency stabilization and economic recovery
- ▶ Creates the Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
 - **\$350 billion** for states, municipalities, counties, tribes and territories
 - **\$130.2 billion** for local governments:
 - **\$65.1 billion** for 19,000+ municipalities
 - **\$65.1 billion** for 3,000+ counties
 - **\$1.5 billion** for Florida metropolitan cities; **\$1.4 billion** for Florida non-entitlement units (NEUs)
- ▶ ARPA funds are not competitive
 - Every municipality is entitled to receive funds

What is the American
Rescue Plan Act (ARPA)?

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Eligible Uses of Funds

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FAQ Resources



UNDERSTANDING ARPA

- ▶ ARPA is being administered by the U.S. Department of the Treasury
- ▶ Treasury has been directed by Congress to determine allocation amounts for metro cities and establish program rules for all municipalities
- ▶ Treasury has provided guidance and resources to assist cities with receiving, managing, spending and reporting usage of funds
- ▶ Every municipal government is a “prime recipient,” including metro and NEU cities. Treasury oversees state pass-throughs of ARPA funds to NEUs
 - ▶ Will receive funds in 2 tranches:
 - First half this summer
 - Second half will be released 12 months later

What is the American

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Eligible Uses of Funds

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METROPOLITAN CITIES VS. NON-ENTITLEMENT UNITS (NEUS)

- ▶ Treasury classified each municipal government as a “metropolitan city” or “non-entitlement unit” (NEU)
- ▶ **Metropolitan cities:** Generally cities **above 50,000 population**, those that directly receive CDBG funding and those that relinquish or defer their status as a metropolitan city for the purposes of CDBG (Defined in the Housing and Community Development Act of 1974)
 - Includes cities that are principal cities of their metropolitan statistical area
 - Can request funds through Treasury portal: home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding
- ▶ **Non-entitlement units:** Generally cities **under 50,000 population** and municipalities not classified as metropolitan
 - Funds pass through the State to NEUs
 - Treasury’s NEU checklist for requesting initial payment can be accessed at: [home.treasury.gov/system/files/136/NEU Checklist for Requesting Initial Payment.pdf](http://home.treasury.gov/system/files/136/NEU_Checklist_for_Requesting_Initial_Payment.pdf)

What is the American

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Eligible Uses of Funds

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Recovery Resources

Thank You to Our State
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FAQ Resources



ARRA TIMELINE

- ▶ **March 3, 2021** – Costs incurred on or after this date are eligible for payment by Coronavirus State and Local Fiscal Recovery Funds
- ▶ **March 11, 2021** – Signed into law
- ▶ **May 2021** – Interim Final Rule released
- ▶ **July 16, 2021** – Comment period on Interim Final Rule closed
- ▶ **August 31, 2021** – Deadline to submit documentation verifying NEU's top-line budget figure to State
- ▶ **October 31, 2021** – Initial Annual Project and Expenditure report due to Treasury (should cover all activity from date of award to September 30, 2021)
- ▶ **Summer 2022** – Second tranche of funding to be released
- ▶ **December 31, 2024** – Date by which all Coronavirus State and Local Fiscal Recovery Funds must be obligated
- ▶ **December 31, 2026** – Date by which all Coronavirus State and Local Fiscal Recovery Funds must be expended

What is the American
Rescue Plan Act (ARPA)?

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Metropolitan Cities vs.
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(Needs)

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Eligible Uses of Funds

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ELIGIBLE USES OF FUNDS

Based on the Compliance and Reporting Guidance from Treasury, there are seven broad categories and 66 subcategories of eligible uses (p. 31)

- ▶ Response to public health concerns raised by the pandemic
- ▶ Response to negative economic impacts of the pandemic
- ▶ Services to disproportionately impacted communities
- ▶ Premium pay to essential workers (private and public)
- ▶ Improvements to water, sewer and broadband infrastructure
- ▶ Replacement of lost revenue by local governments due to pandemic
- ▶ Administrative costs

home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

What Is the American
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INELIGIBLE USES OF FUNDS

- ▶ Payments into pension funds, rainy day funds, financial reserves or outstanding debts
- ▶ Premium pay for telework
- ▶ Projects or services that fall outside the seven spending categories

**Please note this list is NOT comprehensive*

To see how other municipalities are using funds, visit NLC's Local Action Tracker at nlc.org/resource/covid-19-local-action-tracker

What Is the American Rescue Plan Act (ARPA)?	
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Ineligible Uses of Funds	
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FAQ Resources	

REPORTING REQUIREMENTS AND DEADLINES

Metropolitan Cities

- ▶ Interim Report
 - One-time report with expenditures by Expenditure Category from date of award to **July 31, 2021** (required even if no expenditures have been made)
 - Deadline: **August 31, 2021**
- ▶ Quarterly Project and Expenditure Reports
 - Initial report will cover two calendar quarters from date of award to **September 30, 2021**
 - Deadline: **October 31, 2021** (subsequent reports due within 30 calendar days after each calendar quarter)
- ▶ Recovery Plan Performance Report for cities with populations over 250,000
 - Template now available on Treasury's website: home.treasury.gov/system/files/136/SLFRF-Recovery-Plan-Performance-Report-Template.docx



What is the American Rescue Plan Act (ARPA)?
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Eligible Uses of Funds
Investigate Uses of Funds
Reporting Requirements and Deadlines

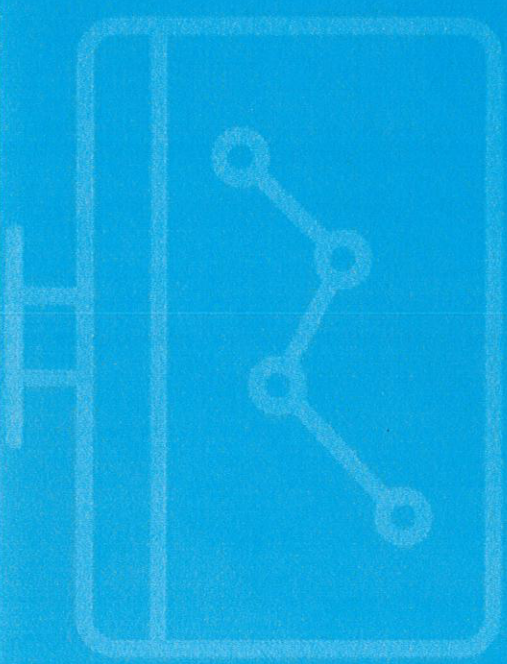
Things to Think About
Helpful Resources
Thank You To Our State and Federal Partners
END NOTES



REPORTING REQUIREMENTS AND DEADLINES

Non-entitlement Units (NEUs)

- ▶ Annual Project and Expenditure Reports
 - Initial report will cover from date of award to **September 30, 2021**
 - Deadline: **October 31, 2021** (subsequent reports due October 31 annually)



What is the American
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(NTHU)

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Eligible Uses of Funds

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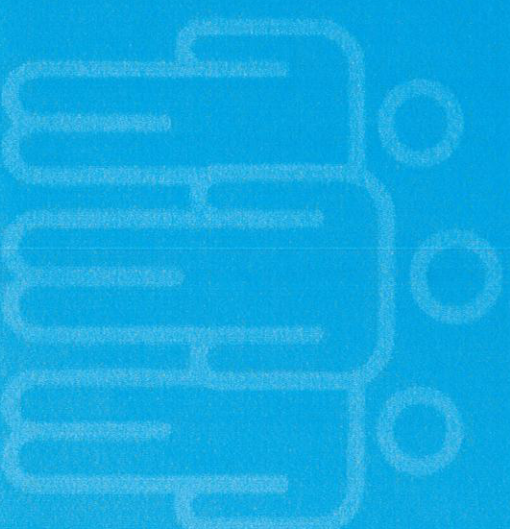
Thank You to Our State
and Federal Partners

ALU Resources



THINGS TO THINK ABOUT ...

- ▶ Solicit community input and feedback
- ▶ Collaborate where you can (county/other cities)
- ▶ Document everything for posterity
- ▶ Think about how will it be described on the front page of the newspaper
- ▶ Determine the harm/need you are looking to address



What is the American

Rescue Plan Act (ARPA)?

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Integrable Uses of Funds

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FAQ Resources



TREASURY RESOURCES

- ▶ **Interim Final Rule:** govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf
- ▶ **Frequently Asked Questions – General** (updated periodically): home.treasury.gov/system/files/136/SLFRPFAQ.pdf
- ▶ **Frequently Asked Questions – NEU-specific:** home.treasury.gov/system/files/136/NEU-FAQs.pdf
- ▶ **Quick Fact Sheet: Brief Summary of ARPA:** home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL1-508A.pdf
- ▶ **Compliance and Reporting Guidance:** home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

Visit Treasury.gov/SLFRP for more resources

Have questions? Email SLFRP@treasury.gov

What is the American
Rescue Plan Act (ARPA)?

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Permissible Uses of Funds

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Things to Think About

Treasury Resources

Thank You To Our State
and Federal Partners

PLC Resources



THANK YOU TO OUR STATE AND FEDERAL PARTNERS



Florida Division of Emergency Management

- ▶ For program updates and documents, visit FloridaDisaster.org/ARPA
- ▶ For general questions, email LFRF@em.mylorida.com



National League of Cities

- ▶ For more information, resources and updates, visit NLC.org/ARPA

What is the American
Rescue Plan Act (ARPA)?

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Integrating Uses of Funds

Negotiating Requirements
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Things to Think About

Trendy Resources

Look Up To Our State
and Federal Partners

FLC Resources



FLC RESOURCES

Resources and updates found at
FLCities.com/RescuePlan



CONTACT

ALLISON PAYNE

Manager, Advocacy Programs &
Federal Affairs
APayne@flcities.com



CONTACT

WADE BURKLEY

Research Analyst
WBurkley@flcities.com

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO ENTER INTO AN AGREEMENT FOR A ONE-YEAR RENEWAL OF THE RMPK FUNDING CONTRACT FOR GRANT WRITING SERVICES WITH THE OPTION OF AN ADDITIONAL ONE-YEAR RENEWAL PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka entered into an agreement with RMPK Funding, Inc. to provide grant writing services through September 30, 2021, and

WHEREAS, this service has resulted in application for four grants for FY 21 with total potential value of nearly \$26 million, including one application now approved for a grant up to \$150,000, and

WHEREAS, the agreement with RMPK Funding, Inc. has a provision for the renewal of this agreement, and

WHEREAS, RMPK Funding, Inc. and the City of Opa-locka have both indicated a preference to renew this contract.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-locka, Florida hereby authorizes the City Manager to renew the agreement with RMPK Funding, Inc. for a one-year period starting October 1, 2021 with the option for a subsequent one-year renewal period.

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 of this Resolution may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 22nd day of September, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Taylor	_____
Vice-Mayor Williams	_____
Mayor Pigatt	_____



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

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	Sep 22, 2021		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box) N/A	Yes X	No 	Ordinance Reading: (Enter X in box)	1st Reading 	
			Public Hearing: (Enter X in box)	Yes 	No
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box) Advertised on TRIM Notice sent out by County Property Appraiser on August 24, 2020	Yes 	No
Contract/P.O. Required: (Enter X in box)	Yes 	No X	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No 	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. Of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Renewal Of Grant Writing Services With RMPK Funding

Staff Summary:

Issue / Recommendation: Staff recommends the City Commission authorize the appropriate City Official to sign a renewal agreement with RMPK Funding to have this firm continue to provide grant writing services for FY 22.

History: Earlier this year Staff recognized the need for the City to obtain effective grant writing services to leverage the funding available to the City to restore its infrastructure and otherwise enhance the services the community needed and expected. After research, Staff identified RMPK Funding as a firm providing these services very successfully to several municipalities in South Florida. RMPK Funding had a contract with the City of Oakland Park which both parties agreed would be permissible for the City to utilize as the basis of a piggyback contract.

On December 9, 2020, Staff recommended the City Commission approve a contract with RMPK Funding, which the Commission did with the adoption of Resolution 20-9824. This relationship has proven very beneficial to the City. The first grant application was submitted this spring with the City receiving a grant up to a \$150,000 for the enhancement of the Ingram Park trail with the City required to fund 20% of the project. Three grant applications were submitted in August and September, including a Parks Community Gardens application for up to \$12,000 (25% City match in cash or in-kind services), a dredging grant application for \$7.0 million (no match) and a stormwater grant application for \$16.0 million (no match). Additionally, discussions have begun on new FY 22 opportunities. RMPK Funding fees for the four grant applications submitted for this fiscal year are \$12,500.

Current Activity: The current contract expires as of September 30, 2021. Section II provides for the renewal of this contract for two additional two-year terms. Mr. Ryan Ruskay, President of RMPK Funding, submitted a letter on August 25, 2021, attached, indicating his interest in continuing the contract. The City is equally interested in renewing the contract.

However, it is recommended that one modification be made to the renewal contract. The City's Procurement Code, part of the City's Code of Ordinances, Section 2-321 (a) (6) indicates "Where applicable, a provision specifying that the contract may be renewed on a yearly basis for a maximum of two (2) years after the initial contract.....".

The current contract indicates "If mutually agreed upon, the contract may be renewed for two additional two-year terms.....". Two-year terms are inconsistent with the City's Procurement Code, which requires annual renewals of contract extensions. Therefore, it is recommended that the renewal contract be modified to reflect one additional one-year term beyond the first year renewal.

Financial Impact: For the current year, the City has submitted four grant applications. One application was approved with a grant of up to \$150,000. Results for the remaining three additional grant applications, totaling nearly \$23 million, are pending. Preparation fees for these four grant application are \$12,500.

Proposed Action:

Staff recommends that the City Commission authorize the appropriate City Official to enter into agreement with RMPK Funding to extend the current contract for an additional year with a provision that the contract can be extended for one additional year beyond the first renewal year.

Attachment:

1. Resolution
2. RMPK Funding Letter of August 25, 2021
3. Original Contract With RMPK Funding



August 25, 2021

Mr. Robert Anathan
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: RMPK – Grant Services Agreement

Dear Mr. Anathan:

RMPK Funding requests that the current agreement for grant services be extended. We look forward to continuing our relationship with the City. Please let us know if you require any additional information for the extension.

Sincerely,

A handwritten signature in black ink, appearing to be "RR" with a stylized flourish.

Ryan A. Ruskay
President

**CITY OF OPA-LOCKA AGREEMENT
FOR
GRANT APPLICATION SERVICES**

THIS AGREEMENT is made and entered into this 9th day of December, 2020, by and between the City of Opa-locka, FL, a municipal corporation of the State of Florida, hereinafter referred to as "City", and RMPK FUNDING, INC., a Florida corporation, hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE, AS FOLLOWS:

I. SCOPE OF SERVICES.

A. The Contractor shall perform the grant application, compliance and related professional consulting services (the “ Services”), as described in and in accordance with the attached outline of tasks (as set forth in Attachment “ A “) for potential grants for City improvements and programs and this Agreement. The Agreement shall prevail over any conflicting provision of Attachment “A”.

B. Ryan A. Ruskay shall serve as the project coordinator for Contractor for the performance of the Services. The City Manager shall designate a City employee who shall serve as the City’s Project Manager for the administration of this Agreement. Contractor shall perform the Services in coordination with the City’s Project Manager and at a schedule approved by the City’s Project Manager.

II. COMPLETION OF SCOPE OF SERVICES; TERM

Contractor shall complete the Services to City’s satisfaction in accordance with this Agreement. The term of this Agreement shall commence on the date of execution hereof and shall remain in full force and effect until September 30, 2021, unless sooner terminated , with or without cause, upon twenty (20) days written notice by either party. If mutually agreed upon,

the contract may be renewed for two additional two-year terms, subject to necessary funding being appropriated for each year.

III. FEE FOR SERVICES

For satisfactory performance of Services, Contractor shall be paid a total compensation of not to exceed Twenty Five Thousand Dollars (\$25,000) Dollars (the "Fee"), which shall be due and payable in partial monthly payments pursuant to proper monthly invoices in accordance with the portion or items of work completed by Contractor in the performance of the Services or as otherwise approved in writing by the City Manager .

IV. INDEPENDENT CONTRACTOR STATUS. Contractor and its employees, and agents shall be deemed independent contractors and not agents or employees of the City, and shall not attain any rights or benefits generally afforded City employees; further, Contractor, its employees and agents shall not be deemed entitled to the City's worker's compensation insurance benefits.

V. INSURANCE.

A. Contractor shall at all times carry comprehensive general liability insurance, comprehensive automobile liability insurance, workers' compensation insurance, employers liability insurance, each in an amount and type which is approved by City's Risk Management Director , including the requirement to name the City and its officers, employees and agents as additional insured on all insurance except for workers' compensation.

B. Contractor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited, to reasonable attorney's fees and costs, to the extent caused by the acts, omissions, negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by Contractor in the performance of the Agreement.

VI. ASSIGNMENT.

This Agreement shall not be assignable by the City or Contractor.

VII. PROHIBITION AGAINST CONTINGENT FEES.

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

VIII. ENTIRE AGREEMENT.

The parties hereby agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The City Manager shall act for City hereunder.

IX. WARRANTIES OF CONTRACTOR.

The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall comply with all applicable laws and maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

X. NOTICES.

All notices and communications to the City or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: John E. Pate
City Manager & Director of Public Safety
780 Fisherman St., Fourth Floor
Opa-locka, FL 33054
(786) 338-6598

With copy to:

Contractor: RMPK Funding, Inc.
601 Heritage Drive #402
Jupiter, FL 334458
Telephone: (561) 745- 2401

XI. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Palm Beach County, Florida. The parties hereby waive any right to trial by jury for any litigation between the parties which in any way arises out of this Agreement.

XII. PALM BEACH COUNTY INSPECTOR GENERAL.

In accordance with Palm Beach County ordinance number 2011-009, RMPK Funding acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. RMPK Funding has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

XIII. PUBLIC RECORDS.

RMPK Funding shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the RMPK Funding upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

XIV. PUBLIC RECORDS; AUDIT.

A. Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

B. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, inventories, schedules, surveys and other data and documents and public records prepared by, or in the possession or control of Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the

City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

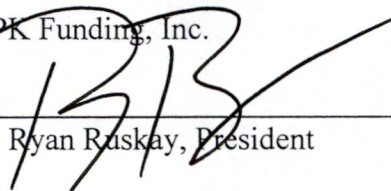
C. Contractor agrees to permit the City to examine all records, and grants City the right to audit any books, documents and papers that were generated during the course of the administration of this Agreement and the provision of Services hereunder.

D. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

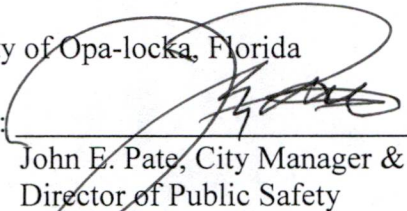
RMPK Funding, Inc.

By: 
Ryan Ruskay, President

Date: 1/19/21

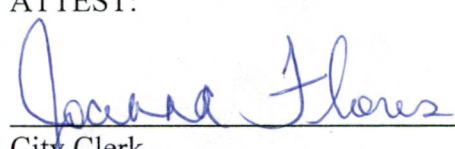
CITY:

City of Opa-locka, Florida

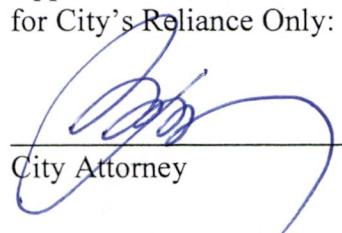
By: 
John E. Pate, City Manager &
Director of Public Safety

Date: 01/11/2021

ATTEST:


City Clerk

Approved as to Form and Legal Sufficiency
for City's Reliance Only:


City Attorney

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.

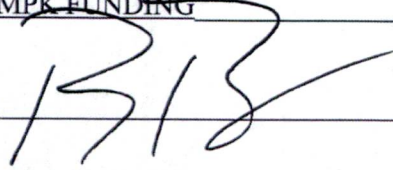
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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: RMPK FUNDING

Authorized Signature: 

Print Name: Ryan A. Ruskay

Title: President

Date: 1/13/21

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RESOLUTION NO. R-2017-032

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT RMPK FUNDING, INC. IS THE MOST RESPONSIVE AND MOST RESPONSIBLE BIDDER FOR GRANT MANAGEMENT SERVICES; PROVIDING THAT THE PROPER CITY OFFICIALS ARE AUTHORIZED TO EXECUTE A CONTRACT FOR THE SERVICES IN WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive bids for grant management services;

WHEREAS, a selection committee comprised of staff members evaluated the bids and has made a recommendation to the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

Section 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by the City's selection committee and determines that RMPK FUNDING, INC. is the most responsible and most responsive bidder for grant management services;

Section 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City official to execute a contract with RMPK FUNDING, INC. for grant management services; a copy of the contract is attached hereto as Exhibit "A".

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 5th day of April 2017.

CITY OF OAKLAND PARK, FLORIDA

MAYOR JOHN ADORNATO III

T. LONERGAN	<u>YES</u>
S. GUEVREKIAN	<u>YES</u>
M. SPARKS	<u>YES</u>
M. CARN	<u>YES</u>
J. ADORNATO	<u>ABSENT</u>

ATTEST:

RENEE M. SHROUT, CMC
CITY CLERK



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

AGREEMENT for GRANT MANAGEMENT SERVICES

This AGREEMENT, made this 5 day of April, 2017, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and RMPK Funding, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor will provide services as identified in CONTRACTOR's proposal submission for RFP #030917 (copy attached)

All terms, conditions and provisions of RFP #030917 are incorporated herein by reference and made specific part hereof.

ARTICLE II

In accordance with the Proposal, the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required.

Annual management fees and per-application fees shall be made in accordance with the terms of the Proposal. For grant applications not contemplated in the proposed pricing, a cost will be negotiated prior the issuance of a work authorization.

The Contractor shall also disclose to the Owner should the Contractor be engaged to provide grant writing, application support services, or any other paid services to another jurisdiction or entity in pursuit of the same grant funding as the Owner.

ARTICLE III

The initial term of this Agreement shall be for a period of two (2) consecutive years. If mutually agreed upon, the contract may be renewed for two additional two (2) year terms for a total maximum contract period of six (6) years.

2-2017-032

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees, to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

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 Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VII

Public Records

The City of Oakland Park 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

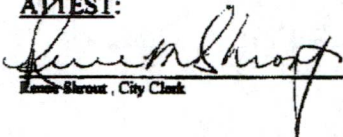
**Renee M Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12 Avenue
Oakland Park Fl. 33334
954-630-4298
renees@oaklandparkfl.gov**

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

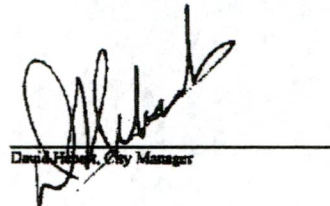
AGREEMENT:

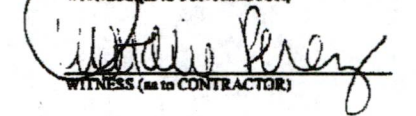
IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

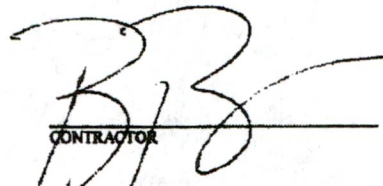
ATTEST:


James Shroot, City Clerk

(SEAL)


David H. Hunt, City Manager


WITNESS (as to CONTRACTOR)

WITNESS (as to CONTRACTOR)


CONTRACTOR

ADDRESS:
601 Heritage Dr. #402

Jupiter, FL 33458

PHONE: 561-745-2401

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RESOLUTION NO. R-2019-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT FOR GRANT MANAGEMENT SERVICES BETWEEN THE CITY AND RMPK FUNDING FOR AN ADDITIONAL TWO (2) YEAR TERM IN ACCORDANCE WITH ARTICLE III OF THE ORIGINAL AGREEMENT DATED APRIL 5, 2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve the renewal of the Agreement for Grant Management Services between the City and RMPK Funding for an additional two (2) year term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves the renewal of the Agreement for Grant Management Services between the City and RMPK Funding for an additional two (2) year term commencing on April 4, 2019 and ending on April 4, 2021 in accordance with Article III of the original Agreement dated April 5, 2017.

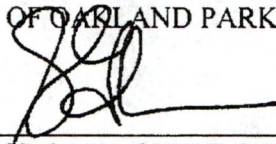
SECTION 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflicts.

SECTION 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

1 **ADOPTED** by the City Commission of the City of Oakland Park, Florida this 6th day
2 of March, 2019.
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7 CITY OF OAKLAND PARK, FLORIDA
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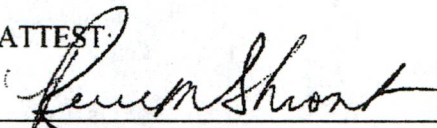


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11 MAYOR SARA GUEVREKIAN
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13 M. SPARKS	<u>YES</u>
14 J. BOLIN	<u>YES</u>
15 M. CARN	<u>YES</u>
16 T. LONERGAN	<u>YES</u>
17 S. GUEVREKIAN	<u>YES</u>

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21 ATTEST:

22 
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24 RENEE M. SHROUT, CMC
25 CITY CLERK



Public Funding • Governmental Advocacy • Economic Development

February 15, 2019

Mr. Andrew Thompson
Financial Services Director
City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, FL 33334

RE: RMPK – Grant Services Agreement (R-2017-032)

Dear Mr. Thompson:

RMPK Funding requests that the current agreement for grant services referenced above be extended per Article III of the contract. The current expiration date is 4/4/19. We look forward to continuing our relationship with the City for an additional term. Please let us know if you require any additional information for the extension.

Sincerely,

A handwritten signature in black ink, appearing to read "RR", with a stylized flourish extending from the end.

Ryan A. Ruskay
President

601 Heritage Dr. #402
Jupiter, FL 33458
(561)745-2401 www.rmpkfunding.com

Any grant application not funded during the first submission will be submitted again for funding from the next funding cycle of the same program at no additional cost. The project must remain comparable in scope to the original submission.

Grants Application Cost List

• Department of Justice Grant Programs	\$3500
• Florida Land and Water Conservation Fund (LWCF)	\$4000
• Florida Recreation Development Assistance Program (FRDAP)	\$4000
• Energy and Efficiency Grants (DOE)	\$3500
• Florida Department of Transportation (FDOT)	\$3000
• Florida Boating Improvement Program (FBIP)	\$2500
• Non-Point Pollution/ TMDL Grants (FDEP)	\$3500
• Assistance to Firefighters Grant (TFEMA)	\$2500
• Transportation Alternative Grants (TAP)	\$4000
• Florida Communities Trust – Florida Forever Program (FCT)	\$6000
• Recreational Trails Program (RTP)	\$4000
• Florida Coastal Management Program (DEP)	\$2000
• Water District Grant Programs	\$3000
• Historical Renovations Grants (DOS)	\$4000
• Florida Cultural Facilities Grant (DCA)	\$5000
• Hazard Mitigation Grant Programs	\$3500
• Urban and Community Forestry Grant Program (DOI)	\$2000
• Public Library Grant Program	\$4500
• Broward County Cultural Grants	\$2000
• USDA Farmers Market/Local Product	\$2500

*This list does not represent all funding opportunities that might be available to the City.

Any grant application not funded during the first submission will be submitted again for funding from the next funding cycle of the same program at no additional cost. The project must remain comparable in scope to the original submission.

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• Recreational Trails Program (RTP)	\$4000
• Florida Coastal Management Program (DEP)	\$2000
• Water District Grant Programs	\$3000
• Historical Renovations Grants (DOS)	\$4000
• Florida Cultural Facilities Grant (DCA)	\$5000
• Hazard Mitigation Grant Programs	\$3500
• Urban and Community Forestry Grant Program (DOF)	\$2000
• Public Library Grant Program	\$4500
• Broward County Cultural Grants	\$2000
• USDA Farmers Market/Local Product	\$2500

*This list does not represent all funding opportunities that might be available to the City.

Funding Opportunities January to July, 2021

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Public Funding • Governmental Advocacy • Economic Development

Funding Opportunity

2021 Land and Water Conservation Fund

The U.S. Department of the Interior provides funds, administered by the Florida Department of Environmental Protection (DEP), for the acquisition or development of recreational facilities.

GRANT CATEGORIES:

Acquisition: This program funds the acquisition of land for open space, park sites conservation areas and trails.

Development: Eligible facilities include but are not limited to waterfront access, picnic areas, trails, pools, ballfields, soccer fields, tennis, basketball and volleyball courts, playgrounds, outdoor theatres and boating and fishing features. Associated support facilities such as lighting, parking, restrooms, concessions, and landscaping are eligible, but may not account for more than 50% of the project cost.

Application Deadline: Feb. 3, 2021

Total Funding Available: Approx. \$11,000,000

Maximum Grant Amount: \$1,000,000

Match Requirement: 100%

Funding Opportunity

2021 Transportation Alternative Grant Program

The Transportation Alternatives Program (TAP) provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Application Deadline: Feb. 15, 2020 (TBD)

Grant Amount: \$1,000,000

Matching Funds: No match required (applicant responsible for pre-construction costs)

Management Agency: Florida Department of Transportation, Local MPO's

Eligible Uses of Grant Funds

1. Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act (ADA) of 1990
2. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

FUNDING OPPORTUNITY:

Recreational Trails Program (RTP)

The U.S. Department of Transportation, through Florida's Department of Environmental Protection, funds projects that construct, renovate or maintain trails, trailhead and trailside facilities.

Application Deadline: March 1, 2021

Projects can include construction and/or renovation related to trails for:

- bicycling
- day hiking
- equestrian activities
- jogging, running or similar fitness activities
- trail biking
- overnight and long distance backpacking
- roller skating, in-line skating
- aquatic or water activity (Canoe/Kayak Facilities)
- vehicular travel by motorcycle, four-wheel drive, all terrain off-road vehicles or dune buggies

Maximum Grant Amount:

\$400,000 for mixed-use and non-motorized trail projects

\$500,000 for motorized projects

Matching Funds:

20%, 40%, or 50% (Higher local match results in additional points.)

Funding Opportunity

2021 Waterways Assistance Program (WAP) Florida Inland Navigation District

The Florida Inland Navigation District provides funds for the development or renovation of capital improvement projects enhancing public access to the AICW. Waterway related projects must be located on natural, navigable waterways within the District. Eligible waterway related projects include navigation channel dredging, channel markers, navigation signs or buoys, boat ramps, docking facilities, waterfront parks, kayak/canoe facilities, fishing & viewing piers, waterfront boardwalks, inlet management, environmental education, law enforcement equipment, boating safety programs, beach re-nourishment, dredge material management, environmental mitigation, and shoreline stabilization.

Application Deadline: April 1, 2021

Grant Amount: \$100,000-400,000

Match: 1 to 1 (in cash or in-kind services) *State or Federal Grants can act as match

***All municipalities located in the 35 coastal counties are eligible to apply for WAP funding.**

2021 AARP Community Challenge

The AARP Community Challenge provides small grants to fund "quick-action" projects that can help communities become more livable for people of all ages. Applications are being accepted for projects to improve housing, transportation, public space, technology ("smart cities"), civic engagement and more.

Application Deadline:	April 1, 2021 (Project Complete by December 11, 2021)
Contribution Match:	0%
Total Funding (Florida)	TBD
Maximum Grant Amount:	\$5,000-\$50,000

TYPES OF PROJECTS:

- **Increasing civic engagement** with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of community inclusion and diversity. (Although this category is targeted to local governments, nonprofit organizations can apply for and receive a grant in this category provided they demonstrate that they are working with local governments to solicit and include residents' insights about the project or to help solve a pressing challenge.)
- **Create vibrant public places** that improve open spaces, parks and access to other amenities.
- **Deliver a range of transportation and mobility options** that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.
- **Support the availability of a range of housing** that increases accessible and affordable housing options.
- **Demonstrate the tangible value of "Smart Cities"** with programs that engage residents in accessing, understanding and using data, and participating in decision-making to increase the quality of life for all.
- **Other community improvements:** In addition to the five areas of focus, AARP wants to hear about local needs and new, innovative ideas for addressing them.

FUNDING OPPORTUNITY:

2021 Florida Boating Improvement Program

The Florida Fish and Wildlife Conservation commission provides funding through the Florida Boating Improvement Program's competitive grants for boating access projects and other boating-related activities on coastal and/or inland waters of Florida.

Eligible uses of program funds include:

- Boat ramps, lifts, hoists and other public launching facilities
- Piers, docks and other mooring facilities
- Recreational channel marking
- Derelict vessel removal
- Aquatic plant control
- Boating education
- Economic development initiatives that promote boating
- Other local boating-related activities that enhance boating access for recreational boaters

Maximum Grant Amount: \$200,000 Application

Deadline: April 7, 2020 (TBD)

Match: 5% (cash, in-kind)

Funding Opportunity

2021 Section 319 Nonpoint Source Grants

The NPSM administers grant money received from the U.S. EPA through Section 319 of the Federal Clean Water Act. These grant funds are used to implement projects to manage nonpoint sources of pollution and restore our impaired waterbodies.

Nonpoint source (NPS) pollution refers to diffuse sources of pollution. It is caused by rainfall moving over and through the ground. As the runoff moves, it picks up and carries away natural and human-made pollutants, finally depositing them into lakes, rivers, wetlands, coastal waters, and even our underground sources of drinking water. Nonpoint sources include stormwater runoff from urban areas and agricultural operations, failing septic tanks, and erosion.

Application Deadline: April 2021

Grant Amount: Project normally range from \$100,000-\$500,000

Matching Funds: 40%

Management Agency: Florida Department of Environmental Protection, Nonpoint Source Management Section

Eligible Uses of Grant Funds

- **LID including Swales and bio-swales.**
- **Planting for bank stabilization and littoral planting.**
- **Pervious asphalt, pervious pavers, etc.**
- **Green roofs.**
- **Low impact design projects.**
- **BMPs that treat stormwater runoff before it enters a major conveyance system.**
- **Erosion control practices such as road bed stabilization with rocks/plants.**
- **Education projects designed to educate the public on prevention/reduction of nonpoint source pollution.**
- **Septic to Sewer Conversion (SECTION 319 Grant Only) (laying the lateral for the residence/business to the sewer main, the connection to the sewer, installing a grinder pump/station on residents property, and abandonment of the septic system if the septic tank would be a continued source of pollution.)**

Funding Opportunity

2021 Water Quality Restoration Grant (SWAG)

Three times a year (April and November), funding is awarded for the implementation of best management practices designed to reduce pollutant loads to impaired waters from urban stormwater discharges. This funding is administered by the Florida Department of Environmental Protection as the TMDL Water Quality Restoration Grant Program.

Application Deadline: April 2021

Matching Funds: 50%

Management Agency: Florida Department of Environmental Protection, Nonpoint Source Management Section

Types of Projects Eligible for Funding:

- **The project reduces stormwater pollutant loadings from urban areas that discharge to waterbodies on the state's verified list of impaired waters.**
- **The project is at least at the 60% design phase and is planned for permitting.**
- **The project includes storm event monitoring to determine the actual load reduction.**
- **The construction will be completed within three years of appropriation**
- **The applicant provides a minimum of 50% of the total project cost in matching funds and 25% of these matching funds must be from local Government.**
- **The grant funds are used for construction of best management practices, monitoring to determine pollutant load reductions, or public education activities specifically associated with the project and may only occur after the date of contract. Funds spent in advance of contract (but only after notification of the award) may be used for match, such as design, land acquisition, and other costs incurred by the applicant.**

Funding Opportunity

2021 Historic Preservation Small Matching Grant

The purpose of the Small Matching Grant is to assist in the identification, excavation, protection, and rehabilitation of historic and archaeological sites in Florida; to provide public information about these important resources; and to encourage historic preservation in smaller cities through the Florida Main Street program.

Eligible Projects:

1. Survey and Planning activities; and
2. Community Education, Museum projects.

Grant Amount: \$50,000 maximum

Match: 100% - No match required for Main Street, Florida Certified Local Governments

Application Deadline: June 1, 2021

Funding Opportunity

2020 Special Category Grants Program

The purpose of the Special Category Grants Program is to provide funding to assist major local, regional and state-wide efforts to preserve significant historic structures and archaeological sites, to assist major archaeological excavations, and assist in the development, fabrication and installation of major museum exhibits that will promote knowledge and appreciation of the history of Florida.

Eligible Projects:

1. Acquisition of historic properties or archaeological sites;
2. Development activities, including: restoration, rehabilitation, preservation, and reconstruction, and site-specific planning required for these activities;
3. Archaeological excavation projects, including: research, field investigation, testing, analysis and publication of findings; and
4. Museum exhibit projects for Florida history museums, including: research, exhibit design, fabrication and installation.

Grant Amount: \$50,000 to \$500,000

Match: either \$50,000 (cash and/or in-kind services or materials) or 50% of the requested grant amount, whichever is greater.

REDI communities will have a match requirement of 10% of the requested grant amount.

Application Deadline: June 1, 2021

Funding Opportunity

CULTURAL FACILITIES GRANT

The Florida Department of State through the Division of Cultural Affairs provides financial support for the renovation, construction and acquisition of cultural and community facilities.

Eligible projects for this funding opportunity include:

- Outdoor Ampitheater/Bandhills
- Performing Arts Centers
- Theaters
- Cultural Centers
- Education Facilities
- Community Centers

Application Deadline: June 1, 2021

Maximum Grant Amount: \$500,000

Match Requirements:

1 to 2 match for organizations that Total Support and Revenue of more than \$500,000 in the unrestricted column of the audit in their last completed fiscal year.

1 to 1 match for REDI organizations.

At least 25% of the matching funds must be cash.

Funding Opportunity

2021 GENERAL PROGRAM SUPPORT GRANT

General Program Support (GPS) funding is designed to support the general program activities of an organization that is realizing its stated mission and furthering the state's cultural objectives by:

- Conducting, creating, producing, presenting, staging, or sponsoring cultural exhibits, performances, educational programs, or events or
- Providing professional services as a State Service Organization or Local Arts Agency.

Application Deadline: June 1, 2021

Matching Requirements: 100%

The Division offers three types of General Program Support:

- **Discipline-Based** program support for cultural and artistic programming
- **Local Arts Agency** program support for designated Local Arts Agencies
- **State Service Organization** program support for cultural organizations that meet the definition of State Service Organization.

To request more than \$25,000

- have at least one completed grant from the Division of Cultural Affairs. A grant is completed (closed) after the cycle is concluded and the final report has been approved.

To request more than \$50,000

- have at least 3 years of completed programming; and
- have at least one paid, full-time staff member in a management position

Community Planning Technical Assistance Grants

The Florida Department of Economic Opportunity (DEO) anticipates that the Florida Legislature will appropriate funding for Community Planning Technical Assistance (CPTA) Grants for state fiscal year (SFY) 2020-2021. CPTA Grants provide counties, municipalities and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes Irma and Michael, CPTA grants may also be used for disaster recovery or resiliency planning and economic development.

Application Deadline:	June 5, 2021 (TBD)
Contribution Match:	50%
Maximum Grant Amount:	\$20,000-\$40,000

Program Priorities:

The county, municipality or regional planning council develops projects that generally relate to community planning and economic development strategies that implement the requirements in the Community Planning Act. DEO encourages communities impacted by hurricanes Irma and/or Michael to apply for projects related to disaster recovery or resiliency. Previous grant projects include, but are not limited to: visual imaging for public projects; community redevelopment area plans and land development regulations; sea level rise impacts to stormwater outfalls in the Indian River Lagoon; amendments to comprehensive plans and land development regulations; and plans for recreation facilities, neighborhoods, infrastructure, urban design, etc. Applicants are encouraged to seek funding for innovative, creative or unique approaches to planning and development.

Rebuild Florida Mitigation General Infrastructure Program

This program will fund large scale and high impact local, multijurisdictional and regional investments that include: upgrading of water, sewer, solid waste, communications, energy, transportation, health and medical and other public infrastructure projects that will reduce hazard risks.

Application Deadline:	June 30, 2021 (TBD)
Contribution Match:	0%
Total Program Funding:	\$475,000,000 (\$175,000,000 in 2020)

TYPES OF PROJECTS:

- **Restoration of critical infrastructure (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).**
- **Renourishment of protective coastal dune systems and state beaches.**
- **Building or fortifying buildings that are essential to the health, safety and welfare of a community (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties).**
- **Rehabilitation or construction of stormwater management systems.**
- **Improvements to drainage facilities.**
- **Reconstruction of lift stations and sewage treatment plants.**
- **Road repair and improvement and bridge strengthening.**

Funding Opportunity

2020 SFWMD COOPERATIVE FUNDING PROGRAM

The objective of the program is to assist local governments, public and private water providers, and other entities with construction and/or implementation of AWS and WC projects that support or complement the District's mission. AWS projects are associated with development of nontraditional water sources and/or storage to meet current and future water demands. WC projects are associated with the use of hardware and/or technology to increase water use efficiency. Other types of projects (e.g., water quality, stormwater) currently are not eligible for funding under the program

The program will fund projects in one of the 2 categories:

1. Water Conservation Projects
2. Alternative Water Supply

Application Deadline: July 31, 2021 (TBD)

Grant Amount: Matching Funds: 50%

Management Agency: South Florida Water Management District

Examples of Type of Projects Funded

- **Alternative Water Supply**

- AWS raw water transmission lines
- Reclaimed water storage tanks
- Reverse osmosis trains, pumps, and associated appurtenances
- Aquifer storage and recovery wells, brackish water production wells, and concentrate disposal wells associated with development of an AWS source

- **WATER CONSERVATION PROJECTS**

- Implementation costs (e.g., hardware, technology, installation, in-kind services such as administrative/advertising costs)
- WaterSense-labeled plumbing fixture and device retrofits and/or rebates (e.g., high-efficiency toilets, showerheads, and faucet aerators).
- Potable water flushing reduction infrastructure, including automatic line flushing devices or other capital infrastructure that can quantifiably demonstrate a reduction in flushing volumes.
- Pre-rinse spray valves for commercial kitchen facilities (must replace models with flow rates greater than 1.28 gallons per minute).
- Florida Water Star (FWS) rebates to incentivize builders to build and certify new construction (residential or commercial/institutional) under the FWS program. The rebate helps defray the costs incurred by builders or property owners/managers when upgrading indoor and outdoor components associated with meeting FWS criteria.
- Advanced meter analytic software and online customer portals directly related to WC savings, such as customer portals/apps that provide water use management tools (e.g., the ability to view consumption data, leak/boil alerts, etc.).
- Irrigation retrofits and/or rebates, including smart controllers, rain or soil moisture sensors, irrigation spray bodies with integral pressure regulation upgrades, irrigation conversion to more efficient systems, weather stations, and automated irrigation valves (for agriculture or nursery operations), among others. Irrigation smart controllers, soil moisture sensors, and spray bodies must be WaterSense-labeled unless used for agricultural or golf course applications.
- Irrigation system evaluations, if a hardware component (e.g., rain or soil moisture sensor, smart controller, efficient spray body) is provided and/or offered via rebate to property owners as part of the project. Irrigation smart controllers, soil moisture sensors, and spray bodies must be WaterSense-labeled.
- Other hardware and/or technology-based retrofits or applications that increase water efficiency (e.g., cooling tower or industrial process water use efficiency improvements)

RESOLUTION NO. 20-9824

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF OAKLAND PARK CONTRACT #R-2017-032 WITH RMPK FUNDING, INC. FOR GRANT WRITING SERVICES AND ENTER INTO A CONTRACT WITH SAME, THROUGH SEPTEMBER 30, 2021, AS ATTACHED HERETO AS EXHIBIT "C", IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000); APPROVING A CONTRACT WITH RMPK FUNDING, INC. FOR GRANT WRITING SERVICES, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in recent years the City of Opa-Locka, Florida ("City") has received some grants through the State's Revolving Fund Program. The City desires to obtain additional grant funds to acquire additional funding sources for the City's General Fund; and

WHEREAS, while the City remains in a state of financial emergency and with revenue sources extremely uncertain due to the pandemic, the City can benefit greatly this year from the availability of grant writing services, and

WHEREAS, Staff recommends approval of this Resolution, as it will assist with the relatively low level of other General Fund funding resources; and

WHEREAS, Staff has identified an effective grant writing service, RMPK Funding, Inc. of Jupiter, Florida ("Contractor")("RMPK Funding"), which has achieved positive results for various municipalities in South Florida, including the City of Oakland Park; and

WHEREAS, RMPK Funding currently has a contract with the City of Oakland Park, FL which has been renewed due to that City of Oakland Park's satisfaction with services provided. These same services are being offered to the City of Opa-locka under the same terms as a piggyback agreement; and

WHEREAS, on April 5, 2017, the City of Oakland Park awarded RMPK Funding a two-year contract for grant writing consulting pursuant to Contractor's submission for Request for Proposals ("RFP") #030917 (Contract attached hereto as Exhibit "A"). The contract expired April 4, 2019 but was subsequently renewed for another 2-year period, providing a new contract expiration date of April 4, 2021 (Contract renewal resolution attached hereto as Exhibit "B"); and

WHEREAS, Ordinance No. 2020-07 reflecting the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Oakland Park's Contract # R-2017-032 with RMPK Funding, Inc. in order to benefit from already negotiated rates and enter into an agreement with Contractor for grant writing consulting, as attached hereto as Exhibit "C", in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-locka, Florida hereby authorizes the City Manager to piggyback the City of Oakland Park contract with RMPK Funding, Inc. for grant writing services through September 30, 2020, as attached hereto as Exhibit "C", with a not-to-exceed amount of \$25,000 and with the provision for renewal for two two-year terms, subject to the approval of both parties and the appropriation of funding for these services in future year budgets.

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

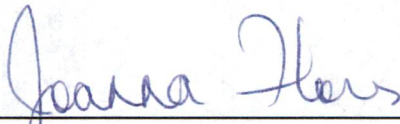
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 9th day of December, 2020.



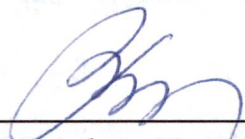
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: VICE MAYOR WILLIAMS

Seconded by: COMMISSIONER DAVIS

VOTE:	5-0
Commissioner Burke	YES
Commissioner Davis	YES
Commissioner Taylor	YES
Vice-Mayor Williams	YES
Mayor Pigatt	YES

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR THIRTEEN MILLION DOLLARS (\$13,000,000) TO BE USED TO RENOVATE A PORTION OF THE CITY'S WATER DISTRIBUTION SYSTEM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida annually provides a grant program, the Rebuild Florida Mitigation General Infrastructure Program, to fund large scale and high impact local, multi-jurisdictional and regional investments that include upgrading water, sewer, solid waste, communications, energy, transportation, health, and medical and other public infrastructure projects that will reduce hazard risks; and

WHEREAS, approximately 113,000 feet of the City's water distribution system requires replacement with newer, more resilient pipes; and

WHEREAS, the City has engaged the firm of RMPK Funding, Inc. to assist the City's staff in the preparation and submission of grant applications; and

WHEREAS, on September 17, 2021, RMPK Funding submitted a grant application, attached hereto as Exhibit "A", to the Rebuild Florida Mitigation General Infrastructure Program for Thirteen Million Dollars (\$13,000,000) to replace pipes in the City's water distribution system; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the submission of the grant application on the City's behalf, attached hereto as Exhibit "A", to the Rebuild Florida Mitigation General Infrastructure Program to replace pipes in the City's water distribution system.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-locka, Florida hereby ratifies the submission of a grant application, attached hereto as Exhibit "A", for Thirteen Million Dollars (\$13,000,000) to the Rebuild Florida Mitigation General Infrastructure Program on

September 17, 2021 to be used to replace approximately 113,000 feet of pipe within the City's water distribution system.

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 of this Resolution may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 22nd day of September, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Taylor	_____
Vice-Mayor Williams	_____
Mayor Pigatt	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:			
City Manager:	John E. Pate		CM Signature:			
Commission Meeting Date:	09/22/2021	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading	2nd Reading
	X					
			Public Hearing: (Enter X in box)	Yes	No	Yes
				X		X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)		Yes	No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
	X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: 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:

Rebuilding Florida Grant Submission – Water Distribution System Renovation

Staff Summary:

Issue / Recommendation – Staff recommends the City Commission ratify the submission of a grant application to renovate portions of the City’s water distribution system.

History – Portions of the City’s water distribution system are old and require replacement with new, more resilient pipes to reduce the possibility of future leaks.

Current Activity – Staff has been working extensively with the City’s grant writing firm, RMPK Funding, approved by the Commission in January, 2021. Under this firm’s guidance, in the spring a grant application was submitted and approved to provide a grant of up to \$150,000 to renovate the Ingram Park trail with the

City required to provide a 20% match. At the end of August, a second grant application was submitted for a grant of up to \$12,000 to develop community gardens in two of the City's parks, with the City required to provide a 25% match in cash and/or in-kind services. On September 8th the City Commission approved two grant applications to be submitted on September 17th to the Rebuild Florida grant program, which totaled nearly \$23 million. This included projects to dredge the 127th Street Canal and to very significantly upgrade the stormwater drainage system in the Commerce North section of the City as the first phase of implementation of the City stormwater master plan. The City has no match requirements in regard to these latter two grant applications.

On September 3rd, after the agenda package for the September 8th Commission meeting had been distributed, in discussion with RMPK Funding, it was determined that City could submit more than two grant application requests to the Rebuild Florida grant program. The City has a water project pending to replace approximately 113,000 feet of the City's water distribution system with newer, more resilient pipes, estimated to cost approximately \$13 million. Since all Rebuild Florida grant applications were due on September 17th, the time available was minimal, but RMPK Funding was able to submit this grant application along with the other two grants previously approved by the City Commission. This latter grant also has no match requirement.

As discussed previously, the annual Rebuild Florida Mitigation General Infrastructure Program is designed to fund large projects. In April, twenty counties and cities were awarded \$150 million from the FY 20 program, including \$14.7 million for the City of Miami and \$17.7 million for the City of North Miami Beach. Notification as to whether the City has been awarded these grants is anticipated to be around April, 2022.

Financial Impact

The only expense associated with this grant application is for the grant writing services. The contract for these services involved establishing a \$25,000 budget in the Non-Department Division, Other Professional Services. This last grant application will cost \$3,500. The total cost for submission of the five grant applications, totaling more than \$36 million, will cost \$16,000 for the grant writing services.

Account	Description	Available	Project	Remaining Balance
19-519312	Other Professional Services	*	\$3,5000	NA

* This account has a budget of \$144,350, including \$25,000 for grant writing services, of which \$12,500 has been used thus far. However, other unanticipated pressing needs arose which were approved by the State and charged to this account, but for which there hasn't been time yet to submit a budget amendment to cover these additional needs. Consequently, currently there are insufficient available funds in this account for this expense. This will be corrected in the forthcoming Budget Amendment #4.

Proposed Action:

Staff recommends the City Commission ratify the submission of a grant application to the Rebuild Florida Mitigation General Infrastructure Program for \$13 million to replace 113,000 feet of piping in the City's water distribution system.

Attachment:

1. Resolution

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING FMLA LEAVE FOR JOHN PATE, CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Family and Medical Leave Act of 1993 is a United States labor law requiring covered employers to provide employees with job-protected and unpaid leave for qualified medical and family reasons; and

WHEREAS, in a letter dated January 28, 2021, Ms. Kierra Ward, Opa-Locka's HR Director, granted John Pate, City Manager FMLA leave approval. The letter stated, in part, Mr. Pate is "required to use sick, vacation, and personal accrued time concurrent with FMLA"; and

WHEREAS, over time, Mr. Pate's approval for leave has been interpreted as "intermittent" leave. Intermittent FMLA leave is taken pursuant to the Family Medical Leave Act (FMLA) for a single injury, taken in separate, non-consecutive time periods rather than a single span of time.

WHEREAS, for employees who take FMLA leave intermittently or on a reduced leave schedule, the employer and employee would agree on the employees normal schedule or average hours to be worked each week and reduce their agreement to a written record to be maintained by the City; and

WHEREAS, in an e-mail dated April 23, 2021, the City Manager made it widely known to all elected officials, directors, his executive assistant, the assistant city manager, police department personnel and certain persons involved with State of Florida Oversight Board that multiple conditions have caused him to be on FMLA; and

WHEREAS, Mr. Pate is now represented by an attorney who has since requested that his January leave request be ratified by the City Commission. This matter was initially brought to the City Commission at its September 8, 2021 meeting, however, the issue was not accompanied by a resolution and the majority of the City Commission desired more concrete information and documentation as to the amount of all leave that has been utilized by Mr. Pate to date; and

WHEREAS, the attorney for Mr. Pate has cautioned the City that it is "the employer's obligation to keep track of Mr. Pate's FMLA leave, not Mr. Pate." This representation is accurate and rightfully supported by 29 CFR 825.500 which provides, in part, that: Covered employers who have eligible employees must maintain records that must disclose: (1) Basic payroll and identifying employee data, including name, address, and occupation; rate or basis of pay and terms of compensation; daily and weekly hours

worked per pay period; additions to or deductions from wages; and total compensation paid; (2) Dates FMLA leave is taken by FMLA eligible employees (e.g., available from time records, requests for leave, etc., if so designated). Leave must be designated in records as FMLA leave; leave so designated may not include leave required under State law or an employer plan which is not also covered by FMLA; (3) If FMLA leave is taken by eligible employees in increments of less than one full day, the hours of the leave; (4) Copies of employee notices of leave furnished to the employer under FMLA, if in writing, and copies of all written notices given to employees as required under FMLA and these regulations; (5) Any documents (including written and electronic records) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves; (6) Premium payments of employee benefits; (7) Records of any dispute between the employer and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the employer or employee of the reasons for the designation and for the disagreement; and

WHEREAS, John Pate previously produced a document entitled “John Pate Time Off Report - 10/15/2019 - 04/15/2021” but such report did not include FMLA leave that started 1/28/21; and

WHEREAS, a system and process for documenting City Manager Pate’s leave has now been established, as set forth in Composite Exhibit “A”; and

WHEREAS, the City Attorney recommends ratification of FMLA approval that was initially made by the HR Director. The City Attorney takes no position as to whether the documents maintained by the city are accurate; and

WHEREAS, the City Commission finds that it is in the best interest of the City to ratify the January 28, 2021 leave approval of City Manager Pate.

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

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

SECTION 2. RATIFICATION OF FMLA LEAVE

The City Commission of the City of Opa-Locka, Florida hereby ratifies FMLA leave for John Pate, City Manager, beginning January 28, 2021.

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 22nd day of September, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Taylor	_____
Vice-Mayor Williams	_____
Mayor Pigatt	_____

COMPOSITE EXHIBIT A



City of Opa-locka

Kierra Ward, MBA
Human Resources Director

Office: 305-953-2815
Email: kward@opalockafl.gov

MEMORANDUM

To: Burnadette Norris-Weeks Esq, City Attorney

From: Kierra Ward, Human Resources Director

Re: Request for Reasonable Accommodation/ FMLA leave reporting

Date: September 2, 2021

Please be advised that City Manager, Mr. Pate requested reasonable accommodations be made for him in concurrence with his intermittent FMLA/ medical leave in which would enable him to work remotely during the times that his health condition prevents him from physically commuting to the office.

The Executive Secretary, Ms. Lawson of the Manager's office is assigned to approve all time cards for the manager's office staff. Mrs. Lawson has been notified that Mr. Pate has been approved for FMLA leave and to document his time accordingly as reported as applicable.

See attached: (1) FMLA Policy, (2) FMLA time report taken for Mr. Pate, (3) FMLA approval letter.

*****END OF MEMORANDUM*****

CITY OF OPA-LOCKA
PERSONNEL BENEFITS
SUBJECT: FAMILY AND MEDICAL LEAVE 3-304

The City has adopted an FMLA policy in accordance with applicable law and regulations, as follows:

1. Employees who have been employed by the City for one year and have worked at least 1,250 hours during the twelve months before the start of the FMLA leave can take up to 12 weeks of unpaid leave in a 12 month period for:
 - a. The birth or adoption of a child;
 - b. Acquiring a foster child;
 - c. The serious health condition of a child, spouse, or parent; and
 - d. The serious health condition of the employee.
2. The City uses a **rolling twelve month** period in calculating FMLA leave. This means that each time an employee takes FMLA leave, the amount of leave available would be the difference between any leave already used in the immediately preceding twelve months and the full twelve week allotment.
3. The right to FMLA leave applies to male and female workers.
4. An employee **must** use his/her sick leave benefit for any part of the 12-week period. If the employee's sick leave is exhausted, the employee may request permission to convert annual leave to sick leave.
5. The City will maintain any pre-existing health insurance for the duration of the leave and at the level and under the same conditions and coverage as was provided prior to the commencement of the leave. It is the employee's responsibility to pay his or her portion of the insurance cost, if applicable.
6. An employee returning from FMLA will be restored to the original or an equivalent position with equivalent benefits, pay and all other terms and conditions of employment.
7. When husband and wife both work for the City, the total amount of leave that they may take is limited to 12 weeks if they are taking leave for the birth or adoption of a child or to care for a sick parent.
8. When foreseeable, requests for a leave of absence or any extension of a leave of absence should be submitted in writing to the Human Resources Director. Employees on approved leave are expected to report any change of status in their needs for leave or their intentions to return to work to the Human Resources Director. In addition, employees requesting leave due to their own serious health condition or the serious health condition of a family member

must provide medical certification of the serious health condition; and when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The City may deny leave to employees who do not provide proper advance leave notice or medical certification.

9. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of such leave, the employee will be considered to have voluntarily resigned from employment.

\

TIME OFF POLICY	AVAILABLE	TAKEN
Annual Banked Grandfathered Vacation	0	0
Personal	8	8
Sick	172.7	68
Vacation	274.27	12
FMLA Hours	480	88
		392 hours remaining

"THE GREAT CITY"



Matthew Pigatt
Mayor

January 28, 2021

John Pate

Veronica Williams
Vice Mayor

Dear Mr. Pate,

Sherelean Bass
Commissioner

Please accept this letter as an official approval of your request for intermittent Family and Medical Leave (FMLA).

Alvin Burke
Commissioner

FMLA permits a total of 480 hours within a 12 month period. Your current eligible balance of leave for FMLA is 480 hours. As previously discussed, you are required to use your sick, vacation, and personal accrued time concurrent with the FMLA.

If you have any questions, feel free to contact the Human Resources department.

Joseph Kelley
Commissioner

Sincerely,

A handwritten signature in blue ink, appearing to be "Kierra Ward".

Kierra Ward MBA,
HR Director

Joanna Flores
City Clerk

Burnadette Norris-Weeks
City Attorney

----- Original message -----

From: "John E. Pate" <jpate@Opalockafl.gov>

Date: 4/23/21 7:57 PM (GMT-05:00)

To: Elected Officials <ElectedOfficials@Opalockafl.gov>, Directors <Directors@Opalockafl.gov>, Sha'mecca Lawson <slawson@Opalockafl.gov>, "George Ellis Jr." <gellis@Opalockafl.gov>, "Miguel, Melinda M." <Melinda.M.Miguel@eog.myflorida.com>, "Hunter, Brian" <Brian.Hunter@eog.myflorida.com>, Andrew Axelrad <Andrew@dcpba.org>, Hip Rock Star <jgm@hiprockstar.com>, lholborow@opalockapd.com, "Sergio Perez (OLPD)" <sperez@opalockapd.com>

Subject: My Future in Opa-locka - Potential Termination

Good Evening Everyone,

It has come to my attention that Mayor Pigatt is polling the City Commission to call a Special Meeting to obtain a census to conduct my annual evaluation and terminate my employment with the City. I have given this city my full undivided attention, even when I am ill and/or in the hospital. I have multiple medical conditions that has caused me to be on FMLA and certain accommodations made related to my health issues. Due to HIPPA, I am unable to disclose my medical conditions. The Mayor has not had any conversations with me regarding my employment or my performance. There are no evaluations on file describing my performance as poor or subpar. There are no employment improvement plans in my file to address any areas of concern nor has the Mayor provided me any opportunities to address any concerns, if they exist. I have taken this city next level and we have improved and excelled in many areas during my tenure as City Manager. When I came to Opa-locka, the wellness of the city was greatly off kilter and I came in a made dynamic changes in a short period of time.

I do believe that my relationship with the Mayor can and will improve, if he is willing to take the time and have interactive conversations with me. I have no ill feelings towards the Mayor and it is my hopes that he cancels this Special Meeting that he is calling and address his concerns with me in a way that is substantive and progressive in nature. I am ready and willing to speak to the Mayor. I do not want the citizens of Opa-locka to suffer through the search for a new City Manager, while we are in the middle of addressing the operational audit, the four major challenges, and our yearly financial audits.

At the end of the day, I sincerely love each and every one of you in a genuine way and I ask for you continued and unwavering support. I love the Great City of Opa-locka and I ask for your continued confidence in my performance as your City Manager. I ask for your prayers because this too shall pass.

Kindest Regards,

John E. Pate, MS, CM
City Manager
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Office Phone - (786) 338-6598
Cell Phone - (786) 829-0739
E-Mail: jpate@opalockafl.gov

NWU EMP# 44
NWU SPSC# 361
ILETSB-EI PER21C# M-221
ILETSB-EI ESTLE21C# E-314

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MEMORANDUM

To: Burnadette Norris Weeks, City Attorney

Cc: John E. Pate, City Manager

From: Sha'mecca Lawson, Executive Assistant to the City Manager *Sh Lawson*

Date: September 7, 2021

Re: Accounting of Leave Time

Please be advised, I am the designated approver for the timecards of eighteen employees in the City's ADP system. Included in the employees whose timecards I manage are the City Manager and City Clerk.

Whenever the City Manager request leave time (sick, vacation, personal, etc.), I document his time accordingly. I was informed by the Human Resources Department that Mr. Pate was approved for (FMLA) medical leave, therefore when he is out of the office due to an illness I am advised and his time is documented as sick leave. Once Mr. Pate exhausted all accrued sick time I was instructed by Human Resources to utilize his accrued vacation time as this is a common practice used for all City employees.

If the City Manager does not physically come to the office and works from home for the day, his accrued time is not used and he receives regular time for that day.

In closing, I would like to add that Mr. Pate notifies me daily on his status.

*** END OF MEMORANDUM***

[+ View all text of Subpart E \[§ 825.500 - § 825.500\]](#)

§ 825.500 - Recordkeeping requirements.

(a) FMLA provides that covered employers shall make, keep, and preserve records pertaining to their obligations under the Act in accordance with the recordkeeping requirements of section 11(c) of the Fair Labor Standards Act (FLSA) and in accordance with these regulations. FMLA also restricts the authority of the Department of Labor to require any employer or plan, fund, or program to submit books or records more than once during any 12-month period unless the Department has reasonable cause to believe a violation of FMLA exists or the Department is investigating a complaint. These regulations establish no requirement for the submission of any records unless specifically requested by a Departmental official.

(b) No particular order or form of records is required. These regulations establish no requirement that any employer revise its computerized payroll or personnel records systems to comply. However, employers must keep the records specified by these regulations for no less than three years and make them available for inspection, copying, and transcription by representatives of the Department of Labor upon request. The records may be maintained and preserved on microfilm or other basic source document of an automated data processing memory provided that adequate projection or viewing equipment is available, that the reproductions are clear and identifiable by date or pay period, and that extensions or transcriptions of the information required herein can be and are made available upon request. Records kept in computer form must be made available for transcription or copying.

(c) Covered employers who have eligible employees must maintain records that must disclose the following:

- (1) Basic payroll and identifying employee data, including name, address, and occupation; rate or basis of pay and terms of compensation; daily and weekly hours worked per pay period; additions to or deductions from wages; and total compensation paid.
- (2) Dates FMLA leave is taken by FMLA eligible employees (e.g., available from time records, requests for leave, etc., if so designated). Leave must be designated in records as FMLA leave; leave so designated may not include leave required under State law or an employer plan which is not also covered by FMLA.
- (3) If FMLA leave is taken by eligible employees in increments of less than one full day, the hours of the leave.
- (4) Copies of employee notices of leave furnished to the employer under FMLA, if in writing, and copies of all written notices given to employees as required under FMLA and these regulations See § 825.300(b)-(c). Copies may be maintained in employee personnel files.
- (5) Any documents (including written and electronic records) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves

(7) Records of any dispute between the employer and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the employer or employee of the reasons for the designation and for the disagreement.

(d) Covered employers with no eligible employees must maintain the records set forth in paragraph (c)(1) of this section.

(e) Covered employers in a joint employment situation (see § 825.106) must keep all the records required by paragraph (c) of this section with respect to any primary employees, and must keep the records required by paragraph (c)(1) with respect to any secondary employees.

(f) If FMLA-eligible employees are not subject to FLSA's recordkeeping regulations for purposes of minimum wage or overtime compliance (*i.e.*, not covered by or exempt from FLSA), an employer need not keep a record of actual hours worked (as otherwise required under FLSA, [29 CFR 516.2\(a\)\(7\)](#)), provided that:

(1) Eligibility for FMLA leave is presumed for any employee who has been employed for at least 12 months; and

(2) With respect to employees who take FMLA leave intermittently or on a reduced leave schedule, the employer and employee agree on the employee's normal schedule or average hours worked each week and reduce their agreement to a written record maintained in accordance with paragraph (b) of this section.

(g) Records and documents relating to certifications, recertifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files. If the Genetic Information Nondiscrimination Act of 2008 (GINA) is applicable, records and documents created for purposes of FMLA containing family medical history or genetic information as defined in GINA shall be maintained in accordance with the confidentiality requirements of Title II of GINA (see [29 CFR 1635.9](#)), which permit such information to be disclosed consistent with the requirements of FMLA. If the ADA, as amended, is also applicable, such records shall be maintained in conformance with ADA confidentiality requirements (see [29 CFR 1630.14\(c\)\(1\)](#)), except that:

(1) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations;

(2) First aid and safety personnel may be informed (when appropriate) if the employee's physical or medical condition might require emergency treatment; and

(3) Government officials investigating compliance with FMLA (or other pertinent law) shall be provided relevant information upon request.

(h) Special rules regarding recordkeeping apply to employers of airline flight crew employees. See § 825.803.

AUTHORITY: [29 U.S.C. 2654](#); [28 U.S.C. 2461](#) Note (Federal Civil Penalties Inflation Adjustment Act of 1990); and Pub. L. 114-74 at § 701.

SOURCE: 78 FR 8902, Feb. 6, 2013, unless otherwise noted.

CITE AS: 29 CFR 825.500

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING/DENYING AN ADA REASONABLE ACCOMMODATION REQUEST FROM JOHN PATE, CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Equal Employment Opportunity Commission (EEOC) enforces Title I of the Americans with Disabilities Act (ADA). The ADA prohibits discrimination on the basis of disability in employment and requires that covered employers (employers with 15 or more employees) provide reasonable accommodations to applicants and employees with disabilities that require such accommodations due to their disabilities; and

WHEREAS, a reasonable accommodation is, generally, "any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities." That can include making modifications to existing leave policies and providing leave when needed for a disability, even where an employer does not offer leave to other employees. As with any other accommodation, the goal of providing leave as an accommodation is to afford employees with disabilities equal employment opportunities; and

WHEREAS, John Pate, City Manager for the City of Opa-Locka, has also previously requested FMLA leave, which was approved by the City's HR Director on January 28, 2021 and is considered intermittent leave; and

WHEREAS, authorization of FMLA leave allows for John Pate not to work at all while he is on FMLA leave, whereas the ADA would allow him to work from home when he is able to and not take FMLA leave which, is limited to 12 weeks per year; and

WHEREAS, On August 3, 2021, Mr. Pate emailed a request the City Commission and others requesting a "reasonable accommodation" related to an upcoming procedure that he planned for August 31, 2021. The procedure been rescheduled for December and Mr. Pate maintains his initial request that he be allowed to work from home for approximately 14 days to recover after an anticipated procedure (see attached Exhibit "A"); and

WHEREAS, Additionally, Mr. Pate is represented by an attorney who has requested that as a reasonable accommodation to Mr. Pate's medical condition he also be permitted to work from home so that he is not always required to use FMLA when he is "unable to work in the office due to flare-up of his conditions"; and

WHEREAS, reasonable accommodation does not require an employer to provide *paid* leave beyond what it provides as part of its paid leave policy. Also, as is the case with all other requests for accommodation, an employer can deny requests for leave when it can show that providing the accommodation would impose an undue hardship on its operations or finances; and

WHEREAS, as a general rule, the individual with a disability must inform the employer that an accommodation is needed. When an employee requests leave for a medical condition, the employer must treat the request as one for a reasonable accommodation under the ADA, unless leave can be addressed by an employer's leave program (such as FMLA or a similar state or local law); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve/deny the City Manager's request and ADA reasonable accommodation.

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

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

SECTION 2. APPROVE/DENY ADA REQUEST

The City Commission of the City of Opa-Locka, Florida hereby Approves/Denies ADA reasonable accommodation request for John Pate, City Manager beginning for the specific period of 14 days during the month of December 2021 for which a procedure is now planned to take place.

Additionally, the City Commission Approves/Denies ADA reasonable accommodation request for John Pate to generally work from home so that he is not always required to use FMLA when he is unable to work in the office due to flare-up of his conditions.

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 22nd day of September, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Davis _____

Commissioner Taylor _____

Vice-Mayor Williams _____

Mayor Pigatt _____

COMPOSITE EXHIBIT A

From: John E. Pate [<mailto:jpate@Opalockafl.gov>]

Sent: Tuesday, August 3, 2021 3:52 PM

To: Elected Officials <ElectedOfficials@Opalockafl.gov>; Candice Cobb <ccobb@apnwplaw.com>; Burnadette Norris-Weeks <bnorris@apnwplaw.com>; Kierra Ward <kward@Opalockafl.gov>; City Attorney <cityattorney@Opalockafl.gov>

Cc: George Ellis Jr. <gellis@Opalockafl.gov>; Shamecca Lawson <slawson@Opalockafl.gov>; Richard Tuschman <rtuschman@gtemploymentlawyers.com>

Subject: Formal Request for Reasonable Accommodation

Good Afternoon,

I am request an reasonable accommodation related to an upcoming surgery that I am having on August 31, 2021. The accommodation being requested based on the American with Disabilities Act of 1990, as amended is to be allowed to work from home for approximately 14 days to recover and to prevent from having surgical complications and/or contracting COVID-19 due to having pre-existing medical condition the have known to cause severe illness that may cause death. I already have a work from home setup that was paid for by Cares Act funding providing by Miami-Dade County.

Thank you,

John E. Pate, MS, CM

City Manager

City of Opa-locka

[780 Fisherman Street, 4th Floor](#)

[Opa-locka, FL 33054](#)

Office Phone - [\(786\) 338-6598](#)

Cell Phone - [\(786\) 829-0739](#)

E-Mail: jpate@opalockafl.gov

NWU EMP# 44

NWU SPSC# 361

ILETSEI PER21C# M-221

ILETSEI ESTLE21C# E-314

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PLANNING & ZONING PUBLIC HEARINGS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City of Opa-Locka Code of Ordinances, the City Commission has the power to approve and adopt plats; and

WHEREAS, AMDI USA, Inc. ("Applicant") desires to continue the operation of their concrete batching plant on the eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the City Land Development Regulations and to illustrate all non-conforming aspects of this operation and the applicant will take steps to mitigated or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, the Applicant seeks to obtain Tentative Plat approval in the accordance with the requirements of the City of Opa-Locka and Miami-Dade County to unify the site, dedicate as a right-of-way, a portion of NW 131st Street and incorporate within this site a portion of NW 130th Street and a portion of NW 30th Court; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the Tentative Plat Review Request by a 5 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Tentative Plat attached hereto as Exhibit "A".

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL

Approval/Denial of Tentative Plat. The City Commission of the City of Opa-Locka hereby approves a request for Tentative Plat approval for operation of a Concrete Batching Plant and Finished Concrete Production Company Facility on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, in the I-2 (Industrial Planned) 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) _____

POLITICS

Góngora drops reelection bid; total of 14 candidates qualify for Miami Beach election

BY MARTIN VASSOLO
mvassolo@miamiherald.com

The ballot is now set for Miami Beach’s Nov. 2 election, with a total of 14 candidates qualifying Friday to campaign for three commission seats and the mayor’s job.

The biggest wildcard leading up to the qualifying deadline, incumbent Commissioner Michael Góngora, dropped his bid to seek reelection in

Group 3 following a judge’s order barring him from running due to city term limits.

Góngora instead filed Thursday to run for mayor in 2023, which he said was initially his plan before his supporters told him to run for reelection. He also threw his support behind the newest Group 3 candidate, Planning Board Member Alex Fernandez, whom Góngora said he had initially recruited to run for his seat earlier this

year.

Góngora said he would transfer the more than \$200,000 in his campaign coffers to his next campaign.

“A lot of people invested in my race and want to have my voice on the dais in City Hall,” he said.

Fernandez, who filed to run this week, is joined in the Group 3 race by Michael “Mike B” Barrineau, Melissa Beattie and Stephen Cohen.

There were other surprises Friday, with two candidates switching groups. Gregory Branch, who initially filed in Group 1 before switching to Group 3, jumped back in the Group 1 race. He joins four other candidates in the race, including former Commissioner Kristen Rosen Gonzalez, Adrian Gonzalez, Raquel Pacheco and Blake Young.

In Group 2, a seat held by Commissioner Mark Samuelian, challenger



Courtesy to the Miami Herald

Miami Beach Commissioner Michael Góngora.

Fabián Basabe entered the race on Friday, giving Samuelian his only competition in the election.

In the mayor’s race,

Mayor Dan Gelber is running against four other candidates: Jean Marie Echemendia, Ronnie Eith, Carlos Enrique Gutierrez and Gus Manassis.

In a fundraising email sent after Friday’s qualifying deadline, Gelber told his supporters to “expect this to be a competitive election where no one can stay on the sidelines.”

The last day to register to vote in Miami Beach’s November election is by 5 p.m. on Oct. 4. The last day to request a vote-by-mail ballot is Oct. 23. Early voting starts on Oct. 18 and ends Oct. 31.

Martin Vassolo: 305-376-2071, martindvassolo

FROM PAGE 17A

ABORTION

Court precedent.”

WHAT TEXAS ENACTED

The announcement comes as Florida Democrats are pledging to fight any bills in the state Legislature inspired by SB 8, the new Texas law that outlaws abortions after six weeks of pregnancy, before most women know they are pregnant. Similar so-called “heartbeat” bills have been previously proposed in other states, including Florida. But in Texas, the new law empowers civilians to report violations that could result in at least \$10,000 in damages if they succeed in court.

The Florida Legislature has taken up efforts to pass new abortion restrictions nearly every session. Florida Senate President Wilton Simpson issued a statement last week when the bill was signed into law, saying “it’s worthwhile to take a look at the Texas law and see if there is more we can

do here in Florida.” But he stopped short of specifying what restrictions Florida lawmakers would consider in the legislative session that begins Jan. 11.

Miami Sen. Annette Taddeo, a Democrat, said during a press conference in Doral she was concerned about Florida Republicans suggesting they are willing to take on new anti-abortion legislation and calling the Texas law the “Rapist’s Bill of Rights,” in reference to the lack of exceptions for rape or incest.

“When we’re talking about abused, in many situations children, they’ve already been abused by their abuser and now they’re going to be abused again by their government,” said Taddeo, who has hinted at a possible run for governor in 2022.

She also compared the civilian enforcement of the ban to a culture of political repression in Cuba, where neighbors have been encouraged to act as vigi-

lantes to report their own neighbors to the regime over anti-government sentiment.

“This law specifically in Texas, the one they want to bring to Florida, would do that here in Florida. That civilians would be the ones who are patrolling: in what car did they get into, where did they go, if they’ve gone to an [abortion] center. Which by the way, many women go to these centers simply so they can prevent getting pregnant,” said Taddeo. “When I was young and I had no health insurance, I used to go to Planned Parenthood to receive the pill. That’s what is happening today with so many people.”

OUT-OF-STATE PATIENTS SEEKING CARE

Laura Goodhue, executive director for Florida’s Planned Parenthood affiliates, said a Texas-style law in Florida would impose major restrictions on any woman seeking abortion across the entire southern U.S.

She said Planned Parenthood sites in Jackson-

ville and Tallahassee have seen an increase in patients from Georgia and Alabama due to a lack of abortion providers in those states. Another ban on abortions six weeks into pregnancy in the South’s two largest states would mean more patients heading to overworked clinics in Louisiana and other southern states, Goodhue said.

“This means practically one half of the country would be without abortion access,” Goodhue said.

Dr. Samantha Deans, associate medical director at Planned Parenthood of South, East and North Florida, said it was not accurate to say that a heartbeat can be heard after six weeks of pregnancy because a fetus has not yet developed the heart valves that pump blood into the body.

“That is based on the technology and the quality of your ultrasound. The sound that you are referring to is actually just ultrasonic waves that come from the machine and create feedback as they hit the electrical activity of the cells. It is

not a heartbeat, there is no blood that exists in an embryo to beat through a heart,” said Deans during the press conference in Doral. “Valves don’t exist until eight weeks of an embryological development and 10 weeks of pregnancy.”

Democratic U.S. Rep. Debbie Wasserman Schultz, who said her own pregnancy wasn’t detected for eight weeks, said she anticipates a mass public pressure campaign in Texas and Florida if the Legislature chooses to move forward with a Texas-style law.

Wasserman Schultz brought up examples of Atlanta losing the Major League Baseball All-Star Game after the state passed restrictions on voting, and threats from the NCAA and other sporting organizations to cancel events in North Carolina after the state compelled schools to restrict use of bathrooms to users based on the corresponding sex listed on their birth certificates as potential consequences Florida would face if it passes an abortion ban.

But Democratic state Rep. Dotie Joseph said she doesn’t think economic pressure will sway many of her Republican colleagues.

“All we’ll see them is being dubbed a ‘woke corporation,’ ” Joseph said when asked about the prospect of boycotts from businesses. “I don’t know that it moves [Republicans] in any way, shape or form.”

Democratic state Sen. Lori Berman said some elected Republicans could ultimately be swayed not to make abortion restrictions a central part of their campaigns to appeal to suburban women, though she did not anticipate that many Florida Republicans at the state or federal level would vote against enacting Texas-style legislation.

“I don’t think it’s the state boycotts, but I do think there’s an issue with moderate Republican women who do support abortion,” Berman said.

Bianca Padró Ocasio: 305-376-2649, @BiancaJoanie



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, September 22, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for adoption:

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002- 0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, September 22, 2021.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA, FLORIDA
NOTICE OF BUDGET HEARINGS
FY 2021-2022

NOTICE IS HEREBY GIVEN that the City of Opa-locka will conduct public hearings on the Fiscal Year 2021-2022 Budget on **Wednesday, September 15, 2021 at 5:01 p.m.** and **Wednesday, September 22, 2021 at 5:01 p.m.** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida to consider the following:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The purpose of the Budget Hearings is to allow City of Opa-locka residents the opportunity to speak on the fiscal year 2021-2022 budget. All interested persons are encouraged to attend these meetings and will be heard with respect to the public hearings.

A copy of the Fiscal Year 2021-2022 Proposed Budget is available for review on the City of Opa-locka website at www.opalockafl.gov.

Procedures for Public Participation

How to watch the meeting

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

Public Hearings are held in-person while allowing virtual participation. Members of the public wishing to provide comments on the FY 2021-2022 budget may do so in person or virtually.

To particlpate virtually, please register by 5:01 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

Please contact the City Clerk at (305) 953-2800/2801 or jflores@opalockafl.gov for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at 305.953.2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at 800.955.8771 (TTY), 800.955.8770 (Voice), 877.955.8773 (Spanish) or 877.955.8707 (Creole).

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

JOANNA FLORES, CMC
CITY CLERK



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

Department Director:	Gregory Gay		Department Director Signature:				
City Manager:	John E. Pate		CM Signature				
Commission Meeting Date:	May 12, 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 X	No	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

The applicant seeks to obtain Tentative Plat approval in accordance with the requirements of the City of Opa-locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions" – Plats and Platting, to unify the site, dedicate as a right-of-way a portion of NW 131st Street and to incorporate within this site a portion of NW 130th Street and a portion of NW 30th Court. This Tentative Plat request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 5-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

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/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: 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
Rose Tydus	N/A (Audio Issues)

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?

***No questions but there was one Public Comment.**

(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

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates 1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers. Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4750 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings, LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

APPLICANT'S NAME: AMD USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

- ☒ Tentative Plat
☐ Final Plat
☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
☐ Rezoning
☐ Drainage Plan
☐ Fill Permit Request
☐ Preliminary Site Plan Review
☐ Final Site Plan Review
☐ Conditional Use Permit - No Plans
☐ Conditional Use Permit - With Plans
☐ Special Exception - No Plans
☐ Special Exception - With Plans
☐ Development Agreement
☐ Restrictive Covenant
☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☐ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Scaled Copies)
- ☒ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☐ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Orozco, being first duly sworn, depose and say that I am the OWNER of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

13050 NW 30th Ave.

Date

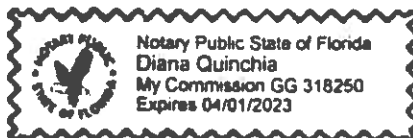
Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23





Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached letter dated April 16, 2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope W Calhoun, Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature: [Handwritten Signature]

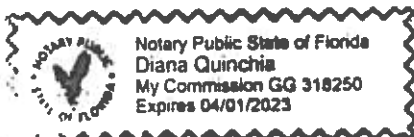
Date: _____

Sworn to and subscribed before me:

This 5 day of August 2020

[Handwritten Signature]
Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional



AMDI USA INC.
13050 NW 30th AVENUE
OPA LOCKA, FL 33054
305-200-4778

Bank of America.



ACH R/T 083100277

63-27/631



08/05/2020

4750

PAY TO THE
ORDER OF

City of Opa Locka

\$ **2,350.00

Two Thousand Three Hundred Fifty and 00/100*****

DOLLARS

City of Opa Locka
780 Fisherman St Suite 120
Opa Locka, FL 33054



myOrgco
AUTHORIZED SIGNATURE

MEMO

Tentative Plat Application

⑈004750⑈

AMDI USA INC.

City of Opa Locka
61000 · Business Licenses and Permits Tentative Plat Application

08/05/2020

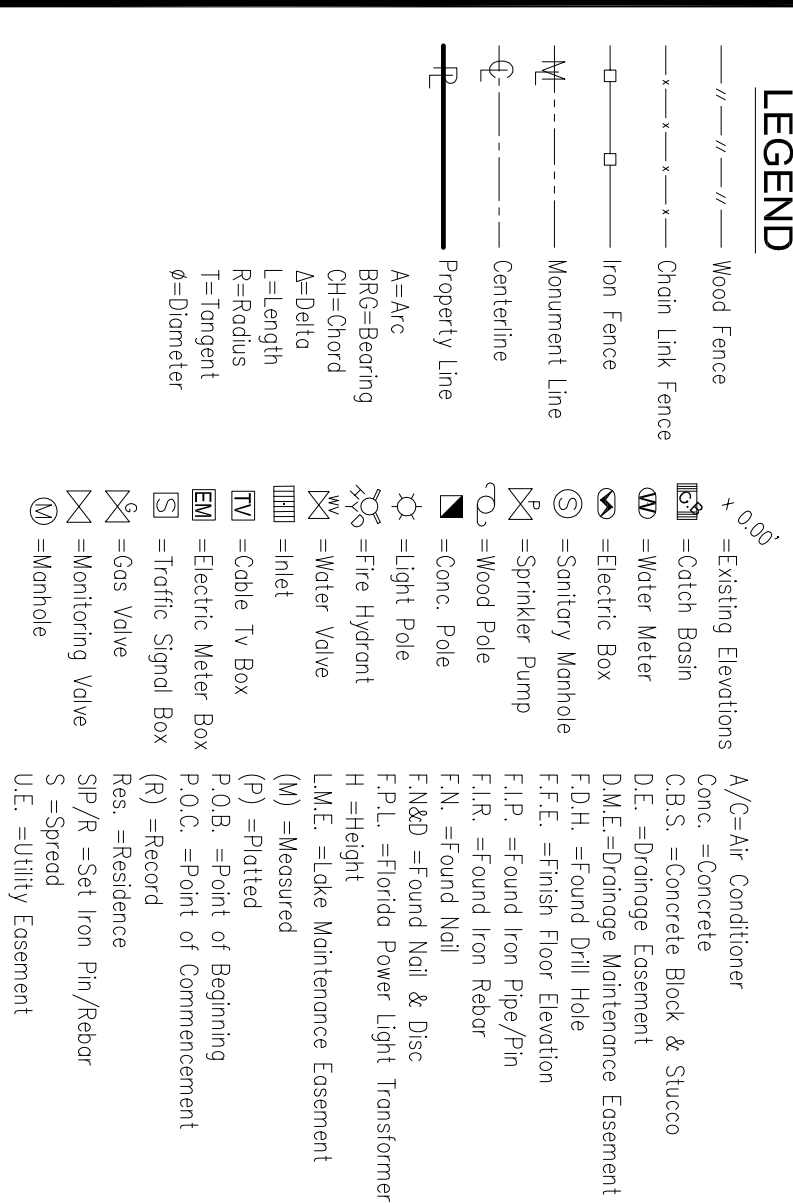
4750

2,350.00

BOA - Checking 9726 Tentative Plat Application

2,350.00

“AMDI USA TRACT”



lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

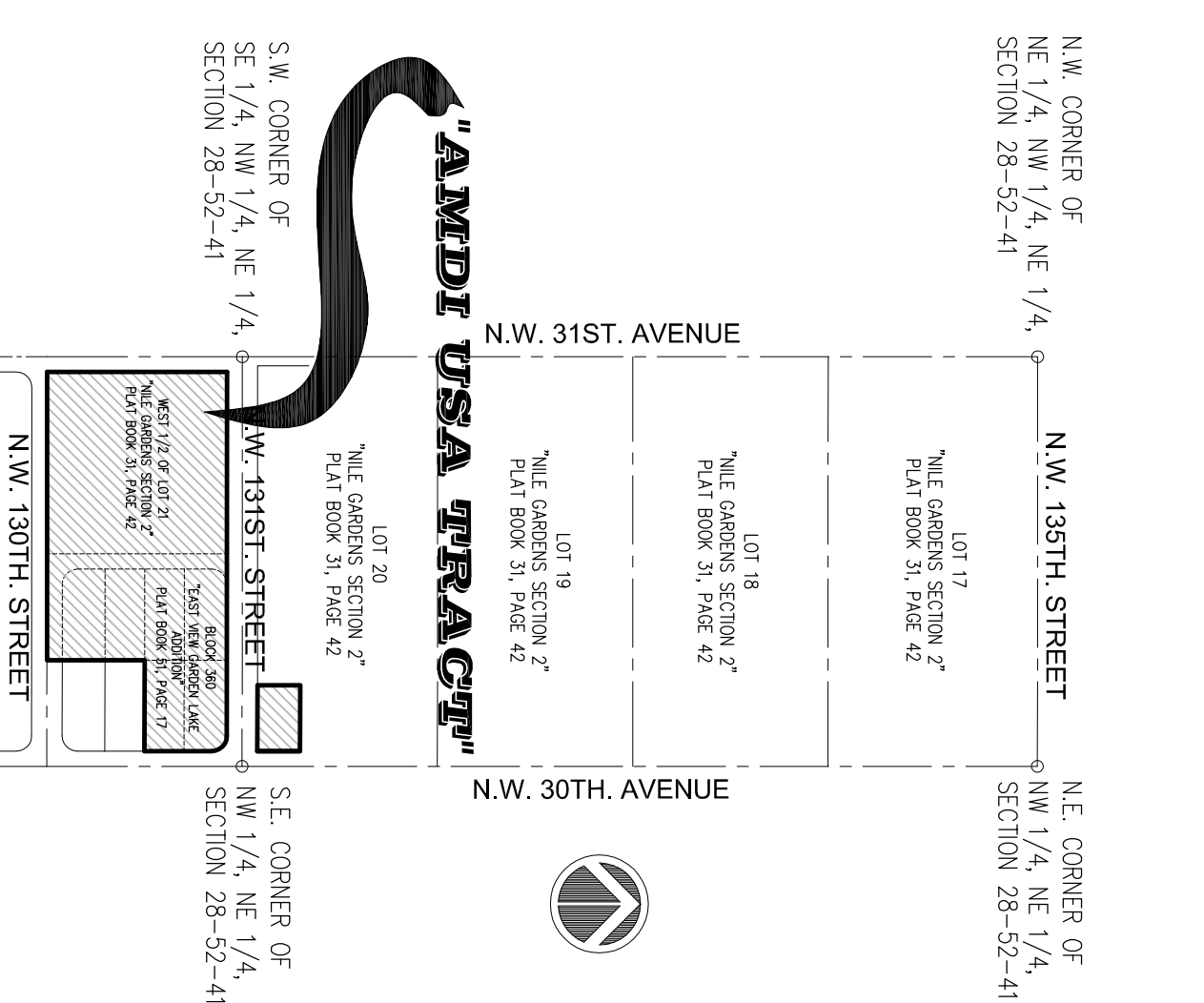
Curve #	Radius	Delta	Length	Tangent	Chord/Big
C1	25.00'	89°57.43"	39.25'	24.98'	S44-56-55E
C2	25.00'	90°02.17"	39.29'	25.02'	S45-01-05W
C3	25.00'	89°57.43"	39.25'	24.98'	S44-58-55E

Property Address: 13050 NW 30th AVENUE, OPA LOCKA, FL 33054
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0030
Tax Folio #08-2128-002-0040
Tax Folio #08-2128-002-0050

1 - Present Zoning: I-2 (Industrial Planned District)

Survey Performed By:
ROYAL POINT LAND SURVEYORS INC.

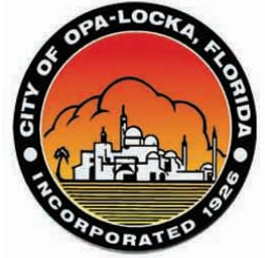
PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

[illegible]

	ROYAL POINT LAND SURVEYORS, INC. L.B.# 7282
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */* 305-698-9468 FAX.305-827-9669	
PREPARED FOR: AMD I USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA	TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT

PLANNING & ZONING BOARD

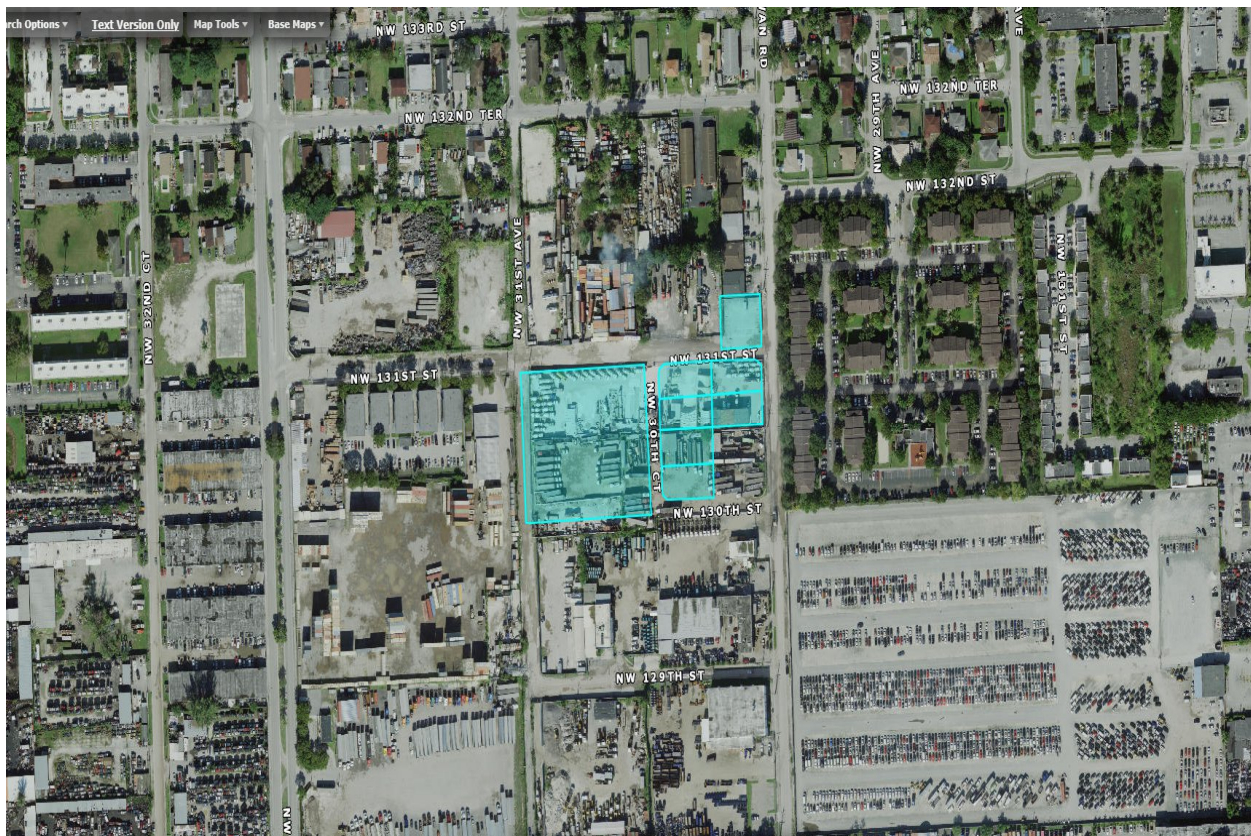
NOVEMBER 17TH
2020



CONCRETE BATCHING PLANT FACILITY: Tentative Plat
APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND 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 FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 1 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 2 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 3 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 4 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 5 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 8 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28-29 52 41 2.37 AC M/L NILE GARDENS SEC 2 PB 31-42 W1/2 LOT 21 LOT SIZE 103366 SQ FT OR 13931-106 1188 2

NILES GDNS SEC 2 PB 31-42 N70FT OF S95FT OF E107.675 OF LOT 20 LOT SIZE 7537 SQUARE FEET OR 21265-3793 1202 4

- The proposed project consists of the assemblage of eight parcels, listed above, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco according to the Miami-Dade County Property appraiser's website. The subject development site includes the properties listed and a portion of NW 130 Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulation and Miami-Dade County Code of Ordinances.



← SOUTH NW 30th Ave /Aswan Road NORTH →



Figure 1: Google Street View: West View on NW 131 Street



Figure 2: Google Street View: South View on NW 30 Avenue

II. Project Details

- **Applicant's intent**

The Applicant, AMDI USA, Inc. intends to come into compliance with City of Opa-locka Land Development Regulations and to begin that process has submitted four development requests: 1. Variance Request for Rear Setback, Setback from residential zoned property and 30 foot buffer requirement; 2. Special Exception Site Plan Review; 3. Tentative Plat Review; 4. Development Agreement Review.

The applicant, ADMI USA, Inc., has been in business since 2008 and operating from 13050 NW 30th Avenue since 2014 according to Division of Corporation records and filings. According to City of Opa-locka Business & License Department records this business began its operation at 13050 NW 30 Avenue in 2017 under the business name AMDI USA, Inc.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	AMDI USA, Inc..	
Folio Number (s)	Opa-locka: 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;	
Address Location	13050 NW 30 th Avenue	
Building (s) Footprint	Building Footprint/Building Coverage	2,261 SF
	Roofed Area	4,102 SF

	Greenspace/Landscape Area – 21,215 SF		
Floor Area Ratio	<1.0 FAR .023		
Zoning	I-2 – Industrial Planned		
Zoning Code Consistency	The proposed use for a Concrete Batching Plant and Finished Concrete production Company Facility is consistent with the I-2 Zoning Code if approved by Special Exception Criteria.		
Existing Land Use	Concrete Batching Plant		
Future Land Use Designation	I-2 Industrial Planned		
Comprehensive Plan Consistency	- The proposed use for Concrete Batching Plant and Finished Concrete Production Company Facility is consistent with the Comprehensive Plan with the requested property having a zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	75’9” Feet Storage Bldg.	YES
	25 Feet	94’5” Feet Office Bldg.	YES
Rear	25 Feet	3’9” Feet	No
Side Interior	0 Feet	3’4” Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30 foot landscaped buffer)	43’5”	No
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	75%	83%	No
(Max Impervious Area)			
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	166,498 SF or 3.82 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 2 Stories/ Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	4,450 SF	4,450 sq. ft.	YES
Landscaping		246,724 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. <u>-10 spaces required including 1 H/C</u>	Office Bldg. 50,454 SF Parking Lot: 4,450 SF Total Space Provided: 13 Total Spaces 12 Regular Spaces 1 Handicapped Spaces	YES

Landscape/ Pervious Lot Coverage Notification Requirement			
	10% minimum required pervious	17% provided	YES
Local Government Action Required	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, October 7th, 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 tentative plat and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		



Google Street View: South View of property on NW 31 Ave



Google Street View: East View of property on NW 131 Street

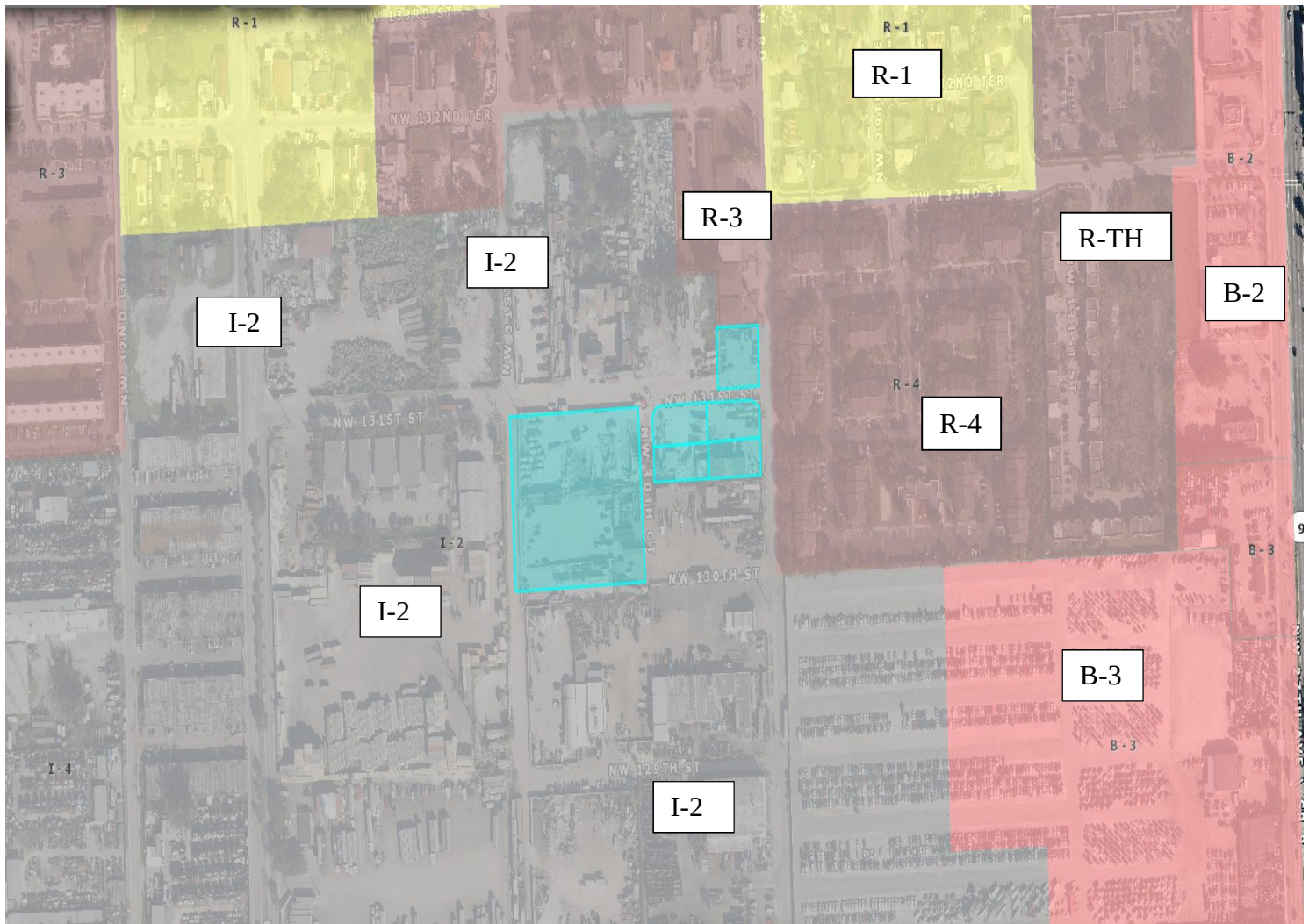
- Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial properties to the west and industrial uses to the north and South with ingress and egress to the site on NW 131st Street.
- No Sidewalk alongside the east edge of the Property.
- Across the street, (West of) from Aswan Villas, a multi-family residential development.
- Property is currently utilized as a concrete batching and finished concrete production company facility.

Surrounding Zoning Designation Map

The Site is Highlighted in image



- Findings:
 - The proposed development use 'Concrete Batching Plant and Finished Concrete Production Company Facility' 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 21,215 square feet. *(Please see attached Landscape Plan for Trees detailed information).*
- Fence: All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134. Fen, however if walls, fences or hedges are installed they shall comply with the requirements of Section 22-134.
 - **Findings:**
 - The Applicant is may install a fence or a wall in accordance with the LDR.
- Future Land Use: Industrial (Communications, water and sewer facilities, electrical as needed).
 - **Findings:**
 - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES
- I-2 (Industrial Planned) Permitted Uses: Project Specific: *Concrete Batching Plant and Finished Concrete Production Company Facility*

COMPLIES

 - **Findings:**
 - According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for Cement and clay products production which is permitted within an I-2 zoning district. This request is for Tentative Plat Approval.
- 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 received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Tentative Plat
 - Application submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, November 17th, 2020

IV. 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

V. Staff Recommendation:

- Staff recommend approval of this Tentative Plat pending the review and the following other approvals:
 - Must comply with Miami-Dade County Code in regards to Tentative Plat Procedures, Chapter 28.
 - Any other applicable agencies or entities as required by Miami Dade County Code Chapter 28
 - Address all Miami-Dade County's input/recommendations as appropriate
 -

VI. Attachments:

- Site Plan

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	

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2020-11-17-01,

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: ADMI FOR 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 FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

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 Concrete Batching Plant and Finished Concrete Production Company Facility.

"ALL EXISTING, PROTECTED TREES WILL REMAIN AND BE PROTECTED DURING CONSTRUCTION" (BY GENERAL CONTRACTOR)

LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

NOTE:

1. LANDSCAPE CONTRACTOR SHALL CALL THE LANDSCAPE ARCHITECT FOR A FINAL COMPLIANCE INSPECTION 72 HOURS MINIMUM REQUEST BEFORE INSPECTION IS SCHEDULED, CALL (561)758-7707 AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

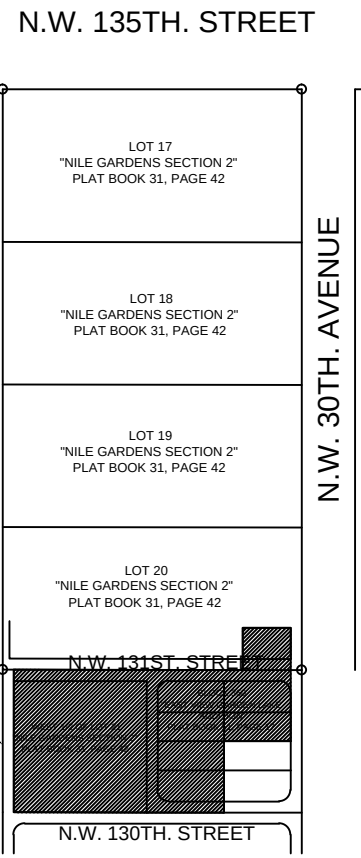
Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Limits of Existing Concrete Batching and Finished Concrete Product Production

Adjacent Zoning = I-2

LOCATION MAP



PROJECT LOCATION
650 NW 30TH AVE.

NOTE:

ALL NEW TREES/PALMS SHALL BE INSTALLED IN COMPLIANCE WITH "FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE"

TREE BARRICADE NOTES:

- ALL EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY.
- EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.
- NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED INSIDE TREE BARRICADES.
- TOPSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE (SEE SOIL PLANTING SPECIFICATIONS).
- TREE REMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.
- ALL PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO GOOD NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN ROOT PRUNED. FILL TRENCH WITH FIBROUS MATERIAL, SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TORN ROOTS SHALL BE TRIMMED TO SOLID WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND. LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TEMPORARY IRRIGATION EVERYDAY FOR THE FIRST MONTH THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE. TRANSPLANT TREES W/ 60" TREE SPACE, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 BIGGER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH , OR SLIGHTLY HIGHER (+ - 1") THAN THE FINISHED GRADE.
- PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE, HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).
- A TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION OR UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.
- LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.
- CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

TREE BARRICADE DETAIL

A 3'x2"x2"
B SNOW FENCE (TYP.)
C 4'-5'

LANDSCAPE PLAN

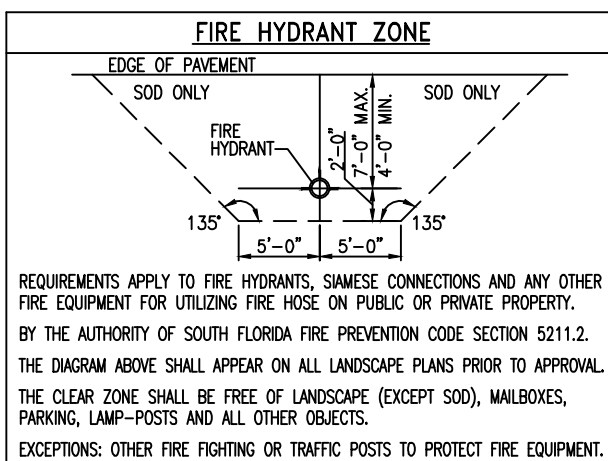
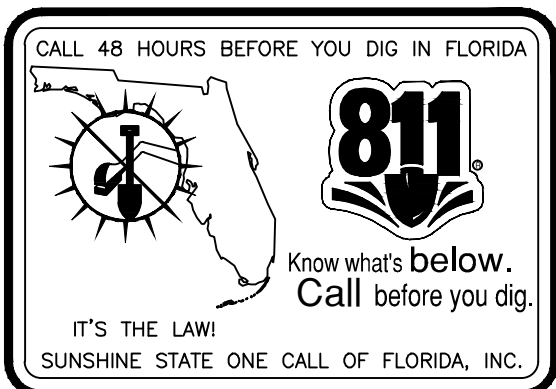
SCALE: 1" = 30'-0"

DROUGHT TOLERANCE= SFWM
* MODERATE
** VERY

FLORIDA -FRIENDLY LANDSCAPING & DESIGN SHALL BE UTILIZED GREEN BUILDING ORDINANCE REQUIRED SECTION 151.153#16 80% OF PLANTS, TREES, AND GRASSES PER "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RECOMMENDATIONS (LATEST EDITION).

LANDSCAPE LEGEND

DROUGHT TOLERANCE	NATIVE	CODE	AMOUNT	BOTANICAL NAME / COMMON NAME	SIZE	REMARKS
**	YES	LIV	35	QUERCUS VIRGINIANA/ "HIGHRISE" LIVE OAK	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	ILE	18	ILEX CASSINE / DAHOON HOLLY	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	SAB	12	SABAL PALMETTO / CABPAGE PALM	14'-16'-18" C.T.	F.G. 12"-14" CALIPER
**	YES	CON	33	CONOCARPUS SERICEUS / SILVER BUTTWOOD	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	NO	LAG	13	LAGERSTROEMIA INDICA / CRAPE MYRTLE	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	YES	CHR	865	CHRYSOBALANUS ICACO / "GREEN COCOPLUM"	24"x18" 3 GAL	24" O.C. (FULL TO BASE)
**	YES	VOM	100	ILEX VOMITORIA / YAUPOON HOLLY	14"x12" 3 GAL	24" O.C. FULL



LANDSCAPE LEGEND CHAPTER 18A - ORDINANCE 98-13			
ZONE DISTRICT: INDUSTRIAL I-2 (INDUSTRIAL PLANNED) CEMENT AND CLAY PRODUCTS*-SEE SP-1	NET LOT AREA	166,498.00(SQ.FT.)	ACRES 3.82
OPEN SPACE	REQUIRED	10.00%	PROVIDED 13.00%
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED ON SITE PLAN: NET LOT AREA= 166,498.00 S.F. X 10%= 16,649.80 S.F.			
B. SQUARE FEET OF PARKING LOT OPEN SPACE REQUIRED BY SECTION 8.2, AS INDICATED ON SITE PLAN: NUMBER OF PARKING SPACES 13 X 10 S.F. PER PARKING SPACE=	130		130
C. TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY SECTION 8.2: A+B=	16,779.80		21,215.00
LAWN AREA CALCULATION			
A. 16,779.80 TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY ORD. 11000:	16,779.80		21,215.00
A. MAXIMUM LAWN AREA (SOD) PERMITTED= .20% X 3,355.96 S.F.	3,355.96		3,355.96
TREES			
A. NUMBER OF TREES REQUIRED PER NET LOT ACRE, LESS EXISTING NUMBER OF TREES MEETING MINIMUM REQUIREMENTS=	57		71
B. % PALMS 2:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	54		12
% PALMS 1:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	27		0
C. % NATIVES REQUIRED: NUMBER OF TREES PROVIDED X 30%=	27		72
D. % DROUGHT TOLERANT AND LOW MAINTENANCE: NUMBER OF TREES PROVIDED X 20%=	18		72
E. STREET TREES (MAXIMUM AVERAGE SPACING OF 35' O.C.): 875.00 LINEAR FEET ALONG STREET/35=	25		25
SHRUBS			
A. NUMBER OF SHRUBS REQUIRED: NUMBER OF TREES REQUIRED X 10=	900		965
B. % NATIVE SHRUBS REQUIRED: NUMBER OF SHRUBS PROVIDED X 30%=	270		965
C. % DROUGHT TOLERANT AND LOW MAINTENANCE REQUIRED: NUMBER OF SHRUBS PROVIDED X 20%=	180		965

THANKS
consulting
Engineers, Inc.

7522 wiles rd., ste 203-B
coral springs, fl 33067
phone:954-752-8860
EB#26034

RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS
2020-02-13 City Comments
2020/8/28 Updated Survey

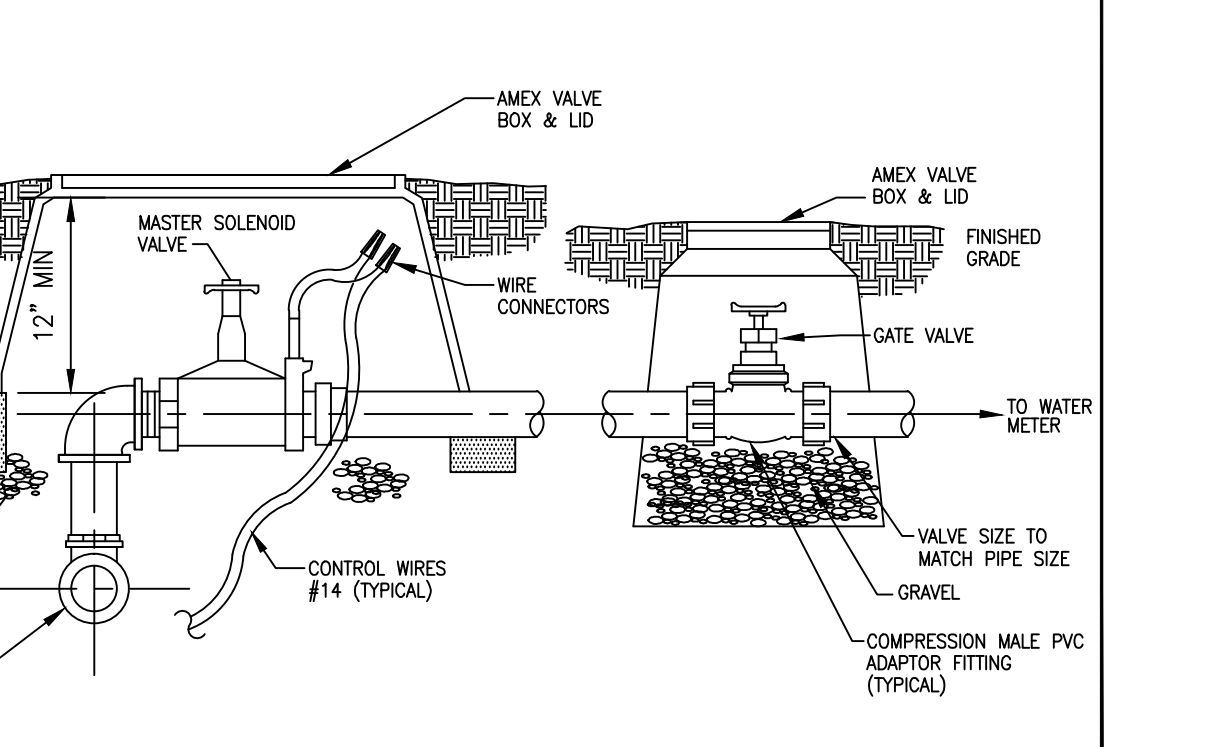
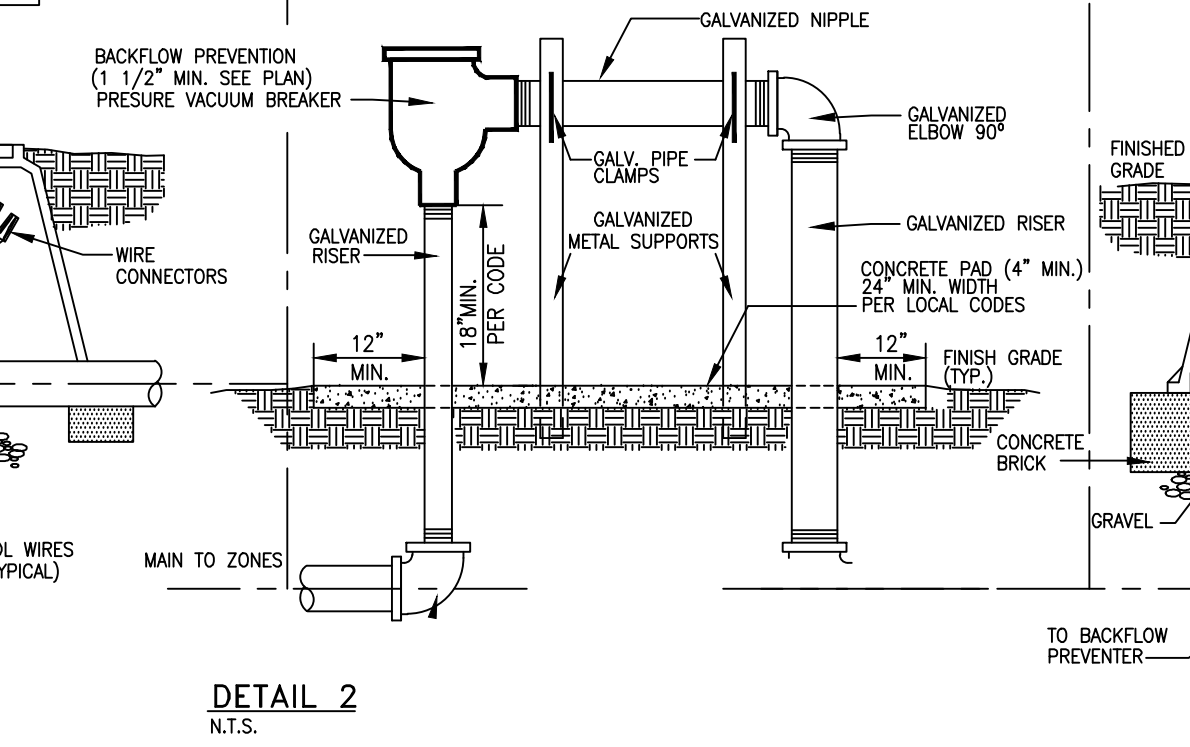
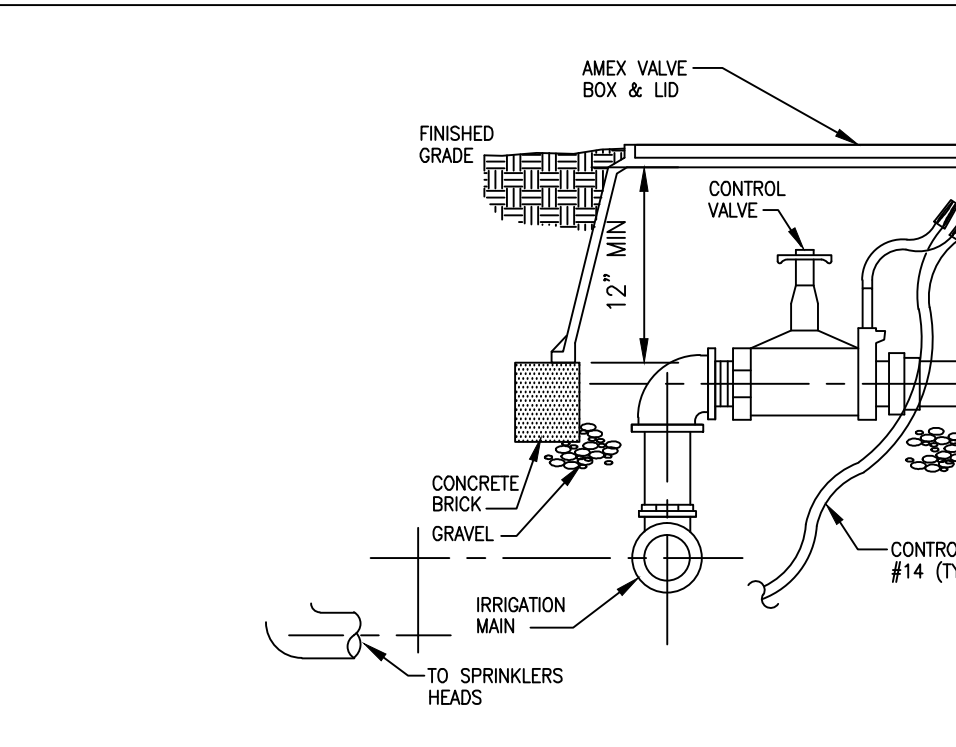
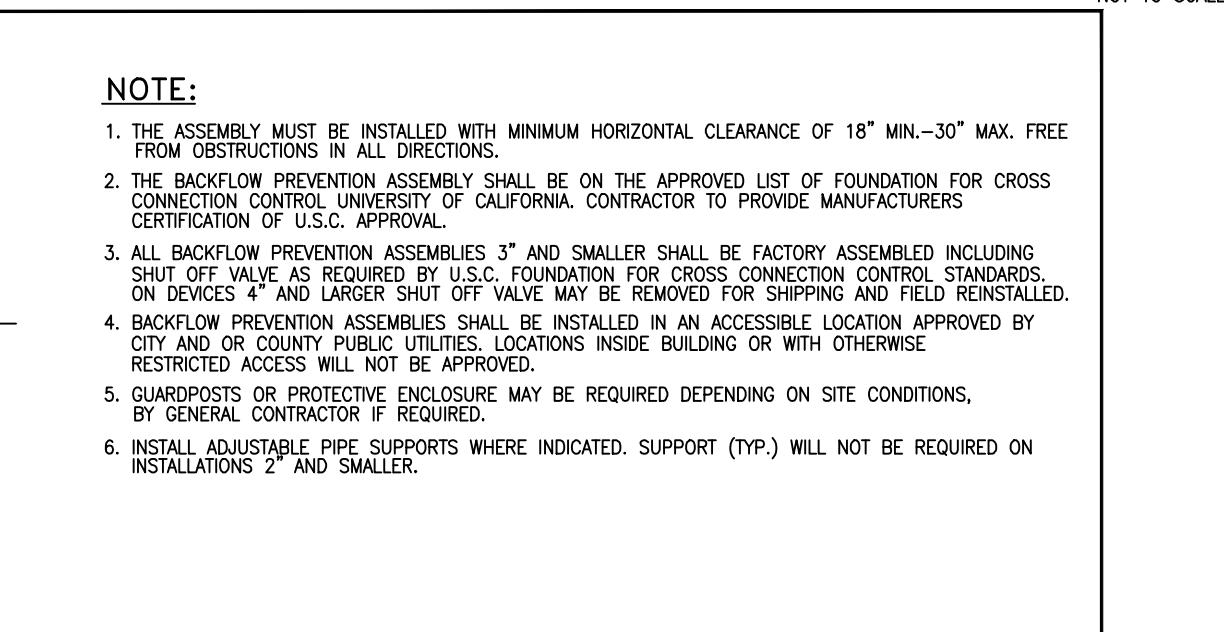
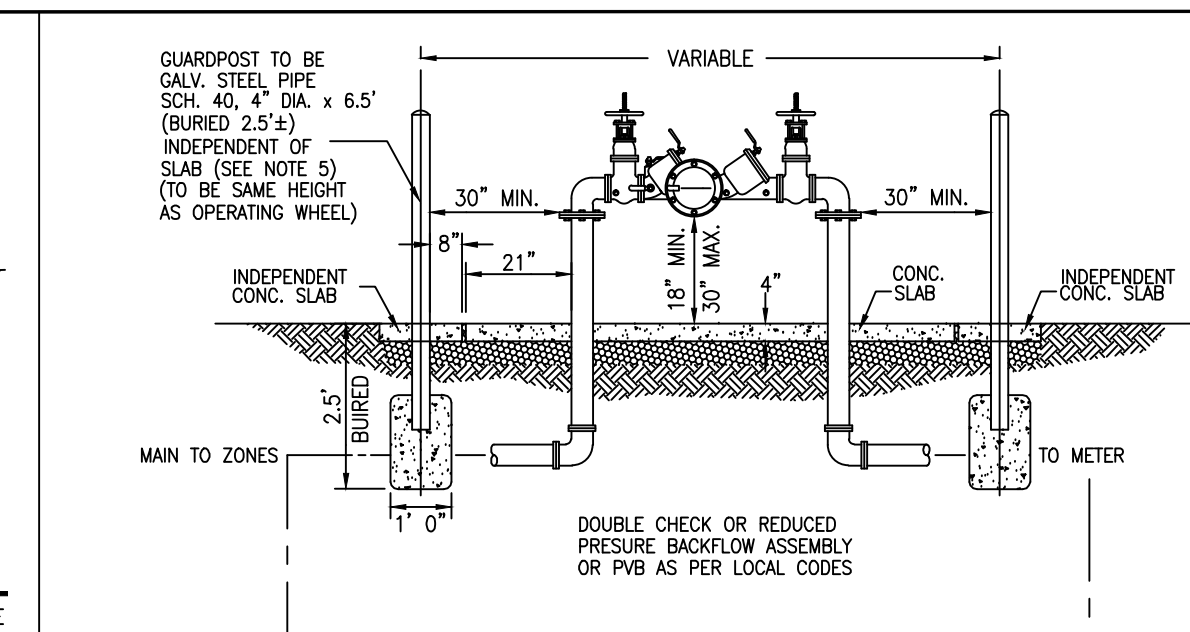
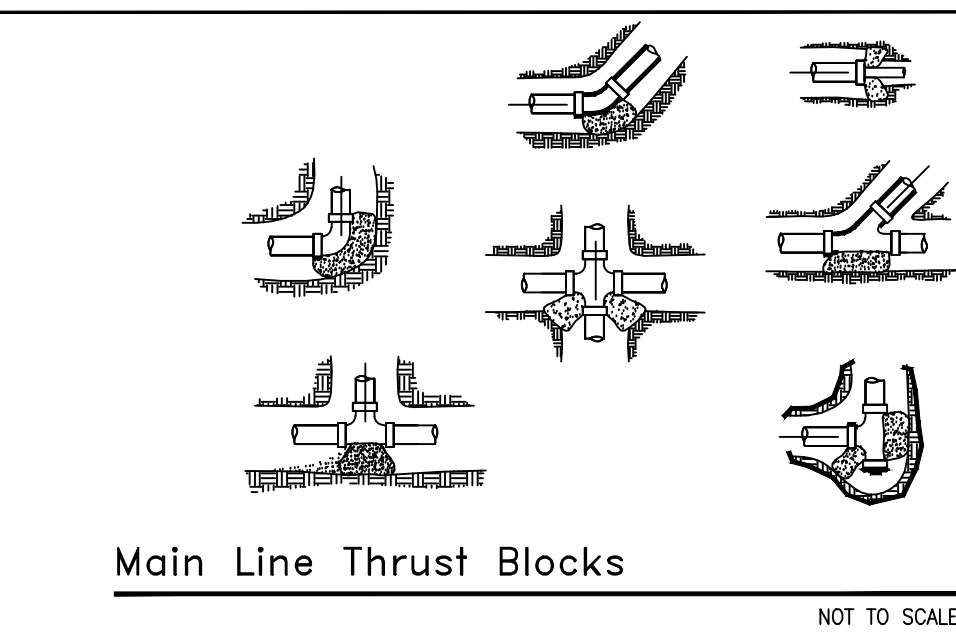
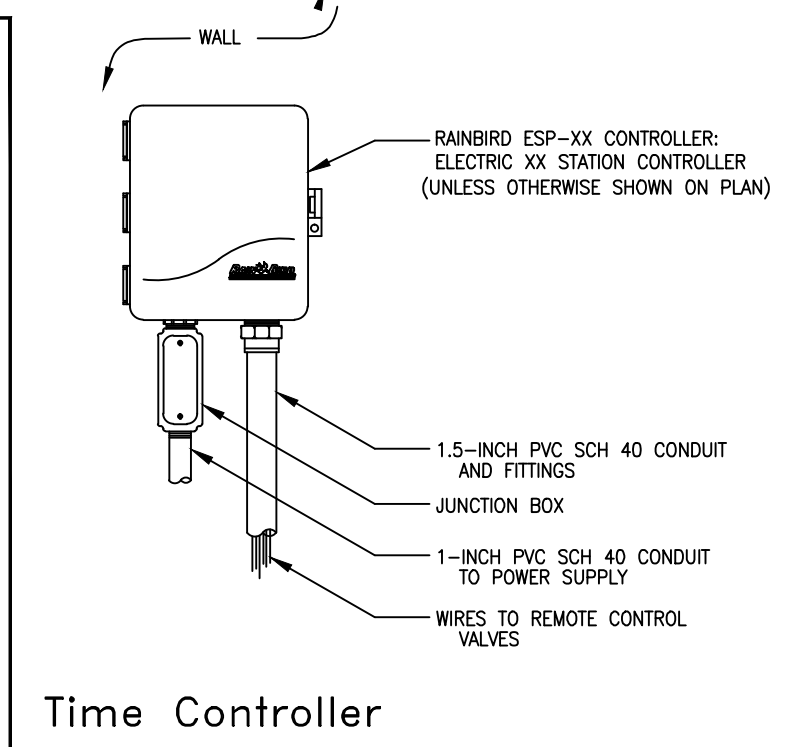
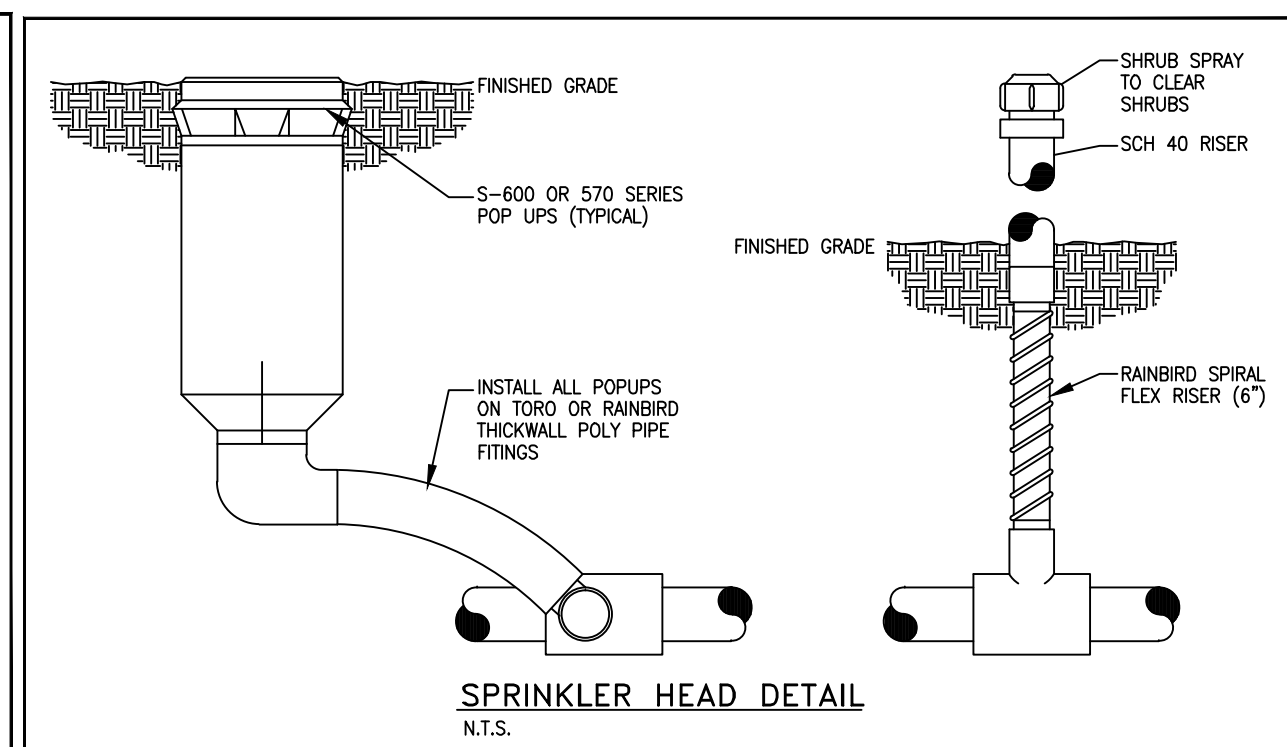
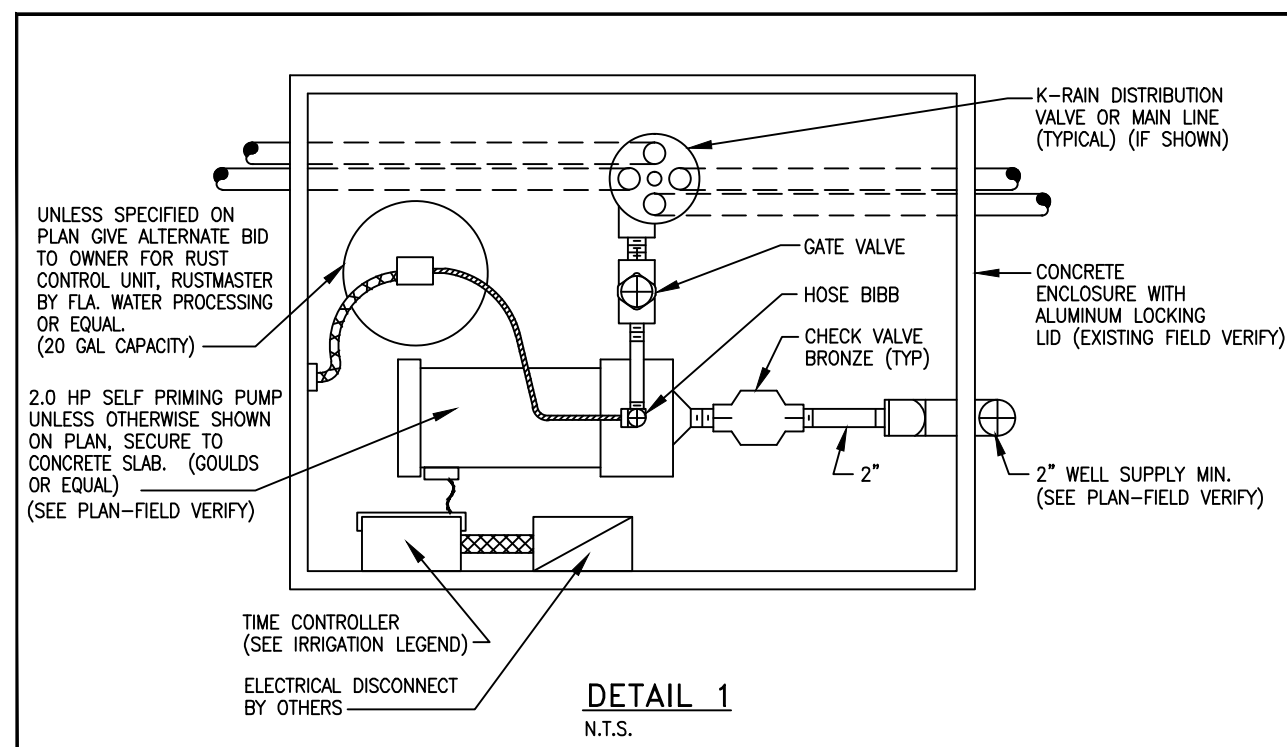
Michael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:30:06 -0400
14417 STIRROF LANE
WELLINGTON, FL 33414
TEL:(561)758-7707
LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL- rb@richardbartlettlandscape.com

AMD USA Inc.
13050 NW 30th AVENUE
LANDSCAPE PLAN

JOB NO.: 180201
REV: 20-10-2147
SCALE: 1" = 30'

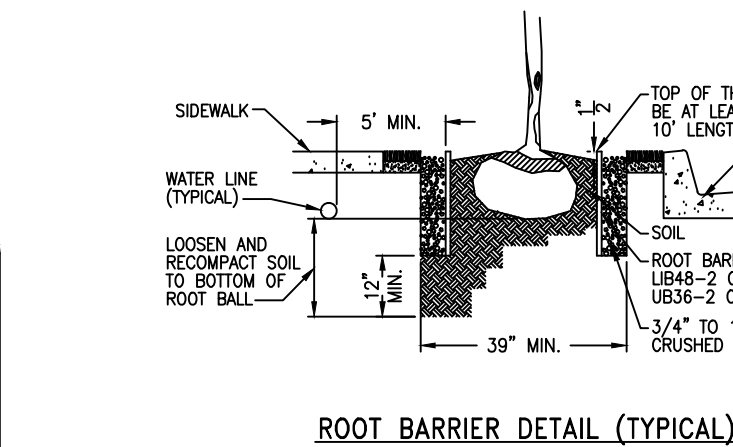
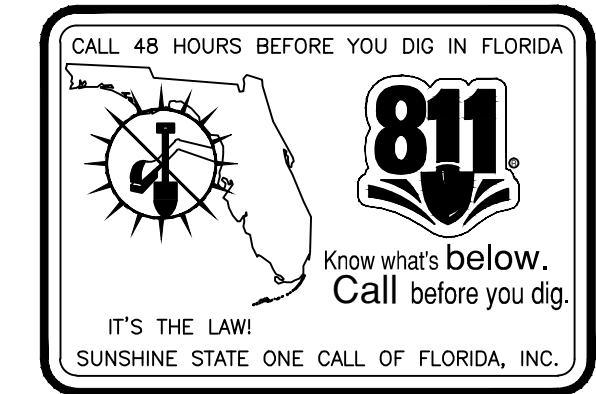
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NOT TO BE FILED FOR RECORDS UNLESS SIGNED
DATED AND WITNESSED WITH SEAL OF
GLEN A. HANKS
FLORIDA P.E. #153652
FOR THE FIRM



IRRIGATION SPECIFICATIONS

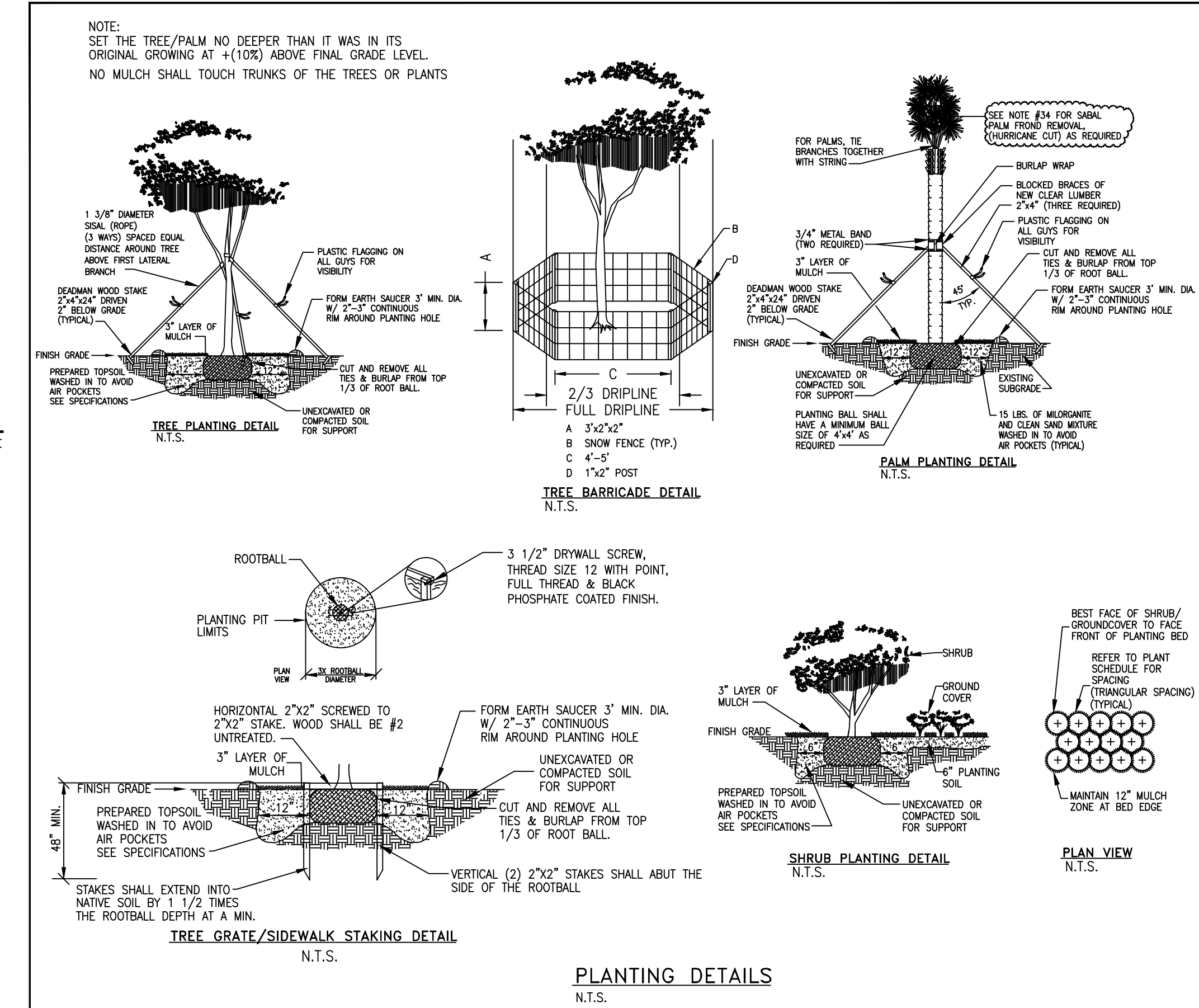
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
- ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
- ALL LATERALS MUST BE PVC SCH 200 AND BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
- PROVIDE SLEEVES UNDER PAVEMENT PRIOR TO INSTALLATION OF SAME. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PLUMBING BUILDING CODE APPENDIX (F) PART V-A-1: PIPE SIZE (INCHES) DEPTH OF COVER (INCHES) 1/2-2 1/2 18"-24" 3-5 24"-30" 6 AND LARGER 30"-36"
- CONTRACTOR TO SIZE PIPING (UNLESS OTHERWISE SHOWN) AND ADJUST SPRAY HEADS LOCATION TO CONFORM WITH WATER REQUIREMENTS OF ACTUAL LANDSCAPING FOR ADEQUATE WATER COVERAGE.
- IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS AND MAINTAIN A 50% MIN. OVERLAP USING RUST-FREE WATER.
- IRRIGATION CONTRACTOR TO PROVIDE 35 PSI AT ALL HEADS.
- HEADS TO BE INSTALLED IN PLANTERS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- IRRIGATION CONTRACTOR TO FURNISH CONTROLLER TIME CLOCK TO BE LOCATED IN EXISTING PUMP ENCLOSURE OR APPROVED LOCATION; SEE DETAIL.
- BUILDING CONTRACTOR TO SUPPLY ELECTRICAL HOOK UP.
- ALL WORK MUST BE DONE AS PER LOCAL CODES. CODES AND STANDARDS: ALL WORK SHALL BE INSTALLED AND COMPLY WITH "FLORIDA BUILDING CODE APPENDIX (F) PART V-A-1.", INCLUDING ORDINANCES AND REGULATIONS OF ALL GOVERNING AUTHORITIES. WORK ALSO SHALL COMPLY WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
- SYSTEM IS TO BE DESIGNED (IF NOT SHOWN ON PLAN) AND INSTALLED BY A QUALIFIED, LICENSED, AND INSURED LANDSCAPE IRRIGATOR.
- SPRINKLER SYSTEM SHALL BE GUARANTEED FOR ONE YEAR AGAINST MECHANICAL DEFECTS.
- IRRIGATION CONTRACTOR TO USE #14 DIRECT BURIAL LOW VOLTAGE WIRE AND INSTALLED UNDER SIDE OF MAIN LINES TO INSURE PROTECTION AND LOCATION OF SAME. SLEEVED UNDER PAVEMENT AND WALKS. SPLICED ONLY AT VALVE LOCATIONS. ALL SPLICES SHALL BE MADE WATER PROOF. CONTROL WIRES SHALL BE COLOR CODED. ONE EXTRA WIRE SHALL BE RAN WITH EACH ZONE VALVE. IF K-RAINS NOT REQUIRED SEE PLAN FOR VALVE LOCATIONS.
- ALL IRRIGATION LINE LOCATIONS SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, PLANTINGS AND STRUCTURES AS REQUIRED.
- IRRIGATION CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION OR UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE IRRIGATION CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC IRRIGATION SYSTEM USING POP-UP SPRINKLERS. SYSTEM SHALL PROVIDE 100% COVERAGE WITH A 50% OVERLAP (MINIMUM) USING RUST-FREE WATER. EXCEPT PRESERVED AREAS REMAINING IN NATURAL STATE. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED THAT WILL OVERRIDE THE IRRIGATION SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON IMPERVIOUS SURFACES AND/OR BE DESIGNED OR INSTALLED TO THROW WATER OVER IMPERVIOUS SURFACE SUCH AS SIDEWALKS, ETC.. HOURS OF OPERATION FOR ALL IRRIGATION SYSTEMS SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR AS MAY BE FURTHER RESTRICTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.



ROOT BARRIER DETAIL (TYPICAL)
N.T.S.

- NOTE: A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITHIN 10' OF A PAVED SURFACE, STORM SEWER OR INFRASTRUCTURE.
- MINIMUM ROOT BARRIER REQUIREMENTS:
- PANEL 0.085 THICK POLYPROPYLENE
 - ROUNDED EDGES
 - ANTI-LIFT PADS
 - ZIPPER JOIN SYSTEM
 - 24" DEPTH
- NOTE: BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES. FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND				
TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4" CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4" EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4" SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	2 HP STARITE SELF PRIMING PUMP, MODEL #0HJ, DELIVERING 55 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP STARTER			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 1" & 1 1/2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
	1 1/2" SCH. 40 PVC MAIN LINE AS SHOWN			
	RAIN BIRD ESP-SMto WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
	TORO RAIN SWITCH MODEL # 850-74			
	2" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET-DETAIL #1			



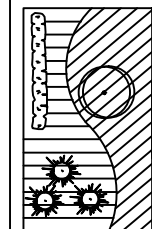
LANDSCAPE SPECIFICATIONS

- CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
- EXACT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK. THE LANDSCAPE PLANS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR FEATURE INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
- ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE "FLORIDA #1" OR BETTER AND SHALL BE INSTALLED AS SPECIFIED IN "FLORIDA DEPT. OF AGRICULTURAL GRADES AND STANDARDS", CURRENT EDITION RESPECTIVELY.
- ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
- ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
- ALL SOD TO BE ST. AUGUSTINE FLORATAM SOLID, UNLESS OTHERWISE NOTED.
- ALL BED AREAS TO RECEIVE A 3" LAYER OF EUCALYPTUS MULCH // FLORIMULCH, & SHALL BE A MIN. OF 1'-0" WIDER THAN PLANTS (MEASURED FROM OUTSIDE OF FOLIAGE).
- ALL TREES TO RECEIVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
- ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
- LANDSCAPER TO FURNISH ALL MATERIALS AND LABOR INCLUDING PLANTS, MULCH, TOP DRESSING, SOIL PREPARATION, DECORATIVE ITEMS (IF SHOWN), INSPECTIONS, TRANSPORTATION, WARRANTY, PERMITS, ETC. NECESSARY FOR COMPLETION OF ALL LANDSCAPING REQUIRED HEREIN EXCEPT IF DESIGNATED TO BE BY OTHERS.
- LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
- OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
- LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
- PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS. THEY SHALL HAVE HEALTHY NORMAL ROOTS AND SHALL NOT BE ROOT BOUND. QUALITY AND SIZE: ALL PLANT MATERIALS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
- ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
- PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
- OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
- LANDSCAPER SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE DAILY. THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES WHILE WORK IS IN PROGRESS.
- THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE PLANS AND SPECIFICATIONS AND WILL BE RESPONSIBLE FOR ALL MEASUREMENTS EXERCISING SPECIAL CARE IN LAYING OUT WORK TO KEEP WITHIN PROPERTY LINES AND RECOGNIZING EASEMENTS. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY ERRORS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN LAYOUTS.
- METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO INSURE ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
- PLANT MATERIALS ABBREVIATIONS ON THE PLANT LIST: FG (FIELD GROWN); CT (INDICATES CLEAR TRUNK MEASUREMENT FROM THE TOP OF BALL TO FIRST BRANCHING OR BASE OF THE LOWEST FROND); GAL (GALLON CAN); 3 GAL (3 GALLON CAN); OA (INDICATES OVERALL HEIGHT FROM TOP OF BALL TO MID POINT OF CURRENT SEASON'S GROWTH); SPR (INDICATES SPREAD); Hvy (INDICATES HEAVY); MIN (INDICATES MINIMUM).
- SUBSTITUTION: PLANT SUBSTITUTION REQUESTS, FOR PLANT MATERIAL NOT OBTAINABLE IN THE TYPE AND SIZES SPECIFIED SHALL BE MADE PRIOR TO SUBMISSION OF BIDS. ALL SUBSTITUTION REQUESTS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION AND APPROVAL. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO KNOW WHERE THEY CAN OBTAIN ALL MATERIAL AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
- THE CONTRACTOR'S GUARANTEE SHALL NOT APPLY IN THE EVENT OF FIRE, FLOOD, HURRICANE, WINDSTORM, OR OTHER "ACTS OF GOD" OR DAMAGES TO LANDSCAPING IN PROGRESS CAUSED BY ANY PERSONS OTHER THAN THOSE PERSONS UNDER THE DOMINION AND CONTROL OF THE CONTRACTOR.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+1") THAN THE FINISHED GRADE.
- DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

- COMMERCIAL FERTILIZER: COMMERCIAL FERTILIZER SHALL BE AN ORGANIC FERTILIZER CONTAINING NITROGEN, PHOSPHORIC ACID, AND POTASH IN EQUAL PERCENTAGES OF AVAILABLE PLANT FOOD BY WEIGHT OR "MILORGANITE". NITROGEN SHALL BE NOT LESS THAN 100% FROM ORGANIC SOURCE. FERTILIZER SHALL BE DELIVERED TO THE SITE UNOPENED IN ORIGINAL CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS. INITIAL FERTILIZATION OF TREES, SHRUBS, GROUND COVERS, SHALL BE WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY "MILORGANITE" FERTILIZER AT THE FOLLOWING RATE: 5 LBS. OR 14.5 CUPS / PALMS 3 LBS. OR 8.70 CUPS / 12-16" MATERIAL 1 LBS. OR 5.80 CUPS / 6-12" MATERIAL 0.69 LBS. OR 2.00 CUPS / 6-8" MATERIAL 0.18 LBS. OR 1/2 CUP / 3 GAL MATERIAL 0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL FERTILIZERS SHALL BE SLOW TIME RELEASE, UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN, SIX (6) PERCENT PHOSPHOROUS, AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB. PER 3 GAL. CONTAINER, 1/4 LB. PER 1 GAL. CONTAINER) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE A 5-10-10 AT A RATE OF 20 LBS. PER 1000 S.F. A 14-14-14 FERTILIZER IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB. PER 5' OF SPREAD). AGROMF TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS, FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES & SHALL BE APPLIED AT THE FOLLOWING RATE: 1 PER 1 GAL. PLANTS, 2 PER 3 GAL. PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER. APPLY PALM SPECIAL FERTILIZER AS PER MANUFACTURERS RECOMMENDATION.
- SUPER ABSORBENT POLYMER: "TERRA SORB" OR APPROVED EQUAL, AS PACKAGED IN 3 OZ. HANDY PAC COMPOSED OF SYNTHETIC POLYMER, COPOLYMER, POTASSIUM, ACRYLATE, PARTICLE SIZE OF 1.0 MM TO 3.0 MM AND ABSORPTION RATE OF 300 TIMES ITS WEIGHT IN WATER. APPLY DRY, USING THE FOLLOWING AMOUNTS: 1 PAC PER TREE - 36" BALL SIZE 2 PACS PER TREE - OVER 36" BALL SIZE 1 PAC PER 20 GAL. CONTAINER 0.5 PACS PER 7-10 GAL. CONTAINER 0.25 PACS PER 3 GAL. CONTAINER 0.12 PACS PER 1 GAL. CONTAINER
- LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION AND UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
- PLANTING SOIL: PLANTING SOIL SHALL BE COMPOSED OF 50% SAND AND 50% DECOMPOSED ORGANIC MATTER. ANY VARIATIONS IN THIS COMPOSITION SHALL BE APPROVED BY THE OWNER PRIOR TO USE. PLANTING SOIL SHALL BE FREE OF STONES, PLANTS, ROOTS AND OTHER FOREIGN MATERIALS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO GOOD PLANT GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRABLE CONDITION AND APPLIED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.
- WATER FOR PLANTING WILL BE AVAILABLE AT THE SITE AND WILL BE PROVIDED BY THE OWNER.
- PRUNING: REMOVE DEAD AND BROKEN BRANCHES FROM ALL PLANT MATERIAL. PRUNE TO RETAIN TYPICAL GROWTH HABIT OF INDIVIDUAL SPECIES, RETAINING AS MUCH HEALTHY AND SPREAD AS POSSIBLE. MAKE ALL PRUNING CUTS WITH A SHARP INSTRUMENT, FLUSH WITH THE TRUNK OR ADJACENT BRANCH, IN SUCH A MANNER AS TO ENSURE ELIMINATION OF STUBS. "HEADBACK" CUTS, RIGHT ANGLE TO LINE OF GROWTH WILL NOT BE PERMITTED AND TREES WILL NOT BE POLED, TOPPED, OR HATRACKED.
- SITE PREPARATION: IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH (FINE) GRADE ALL LANDSCAPE AREAS TO BE SODDED (PRIOR TO APPLICATION OF SOD) ELIMINATING ALL BUMPS, DEPRESSIONS, STICKS, STONES, AND OTHER DEBRIS TO THE SATISFACTION OF THE OWNER.
- MAINTENANCE: MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE UNTIL ALL PLANTING HAS PASSED FINAL INSPECTION AND ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, REMOVAL OF DEAD MATERIALS, RESETTING PLANTS TO PROPER GRADES OR UPRIGHT POSITIONS AND RESTORATION OF THE PLANTING SAUCER AND ANY OTHER NECESSARY OPERATIONS. PROPER PROTECTION TO LAWN AREAS SHALL BE PROVIDED AND ANY DAMAGE RESULTING FROM PLANTING OPERATIONS SHALL BE REPAIRED PROMPTLY.
- CONTRACTOR TO REMOVE ALL REMAINING FRONDS ON NEWLY PLANTED SABEL PALMS WITH THE EXCEPTION OF THE CENTER BUD TO INSURE BETTER SURVIVABILITY AND LESS WATER STRESS PROBLEMS OF THE PALM, THUS GIVING HIGHER SURVIVOR RATE OF THE SAME. (NOTE: OTHER PALM SPECIES THE BRANCHES TOGETHER WITH BIODEGRADABLE TWINE TO A TIGHT BUNDLE AROUND BUD FOR PROTECTION AS REQUIRED).
- ALL APPLICABLE FEDERAL, STATE, AND LOCAL PERMITS SHALL BE OBTAINED PRIOR TO REMOVAL, RELOCATION, OR INSTALLATION OF PLANT MATERIALS INDICATED WITHIN THE PLANS OR PLAN DOCUMENTS.
- A SIGHT VISIBILITY TRIANGLE SHALL BE PROVIDED. THE SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED CROSS-VISIBILITY FOR VEHICULAR, PEDESTRIAN, AND BICYCLE TRAFFIC AT LEVEL BETWEEN 30' & 8 FT MEASURED FROM GRADE LEVEL AT ALL ENTRANCES, EXITS, AND INTERSECTIONS.

Michael E. Rawls
signed by Michael E. Rawls
Date: 002010.15
003736
-0400'

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WELLINGTON, FL 33414
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LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RL#40001633
EMAIL - rb@richardbartlettlandscape.com



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7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS
2020-02-13 City Comments
2020/8/28 Updated Survey

AMD USA Inc.

13050 NW 30th AVENUE

SPECIFICATIONS SHEET

JOB NO. 180201
88-20-10-2147

SCALE: 1" = 30'

Sheet No:

L-3

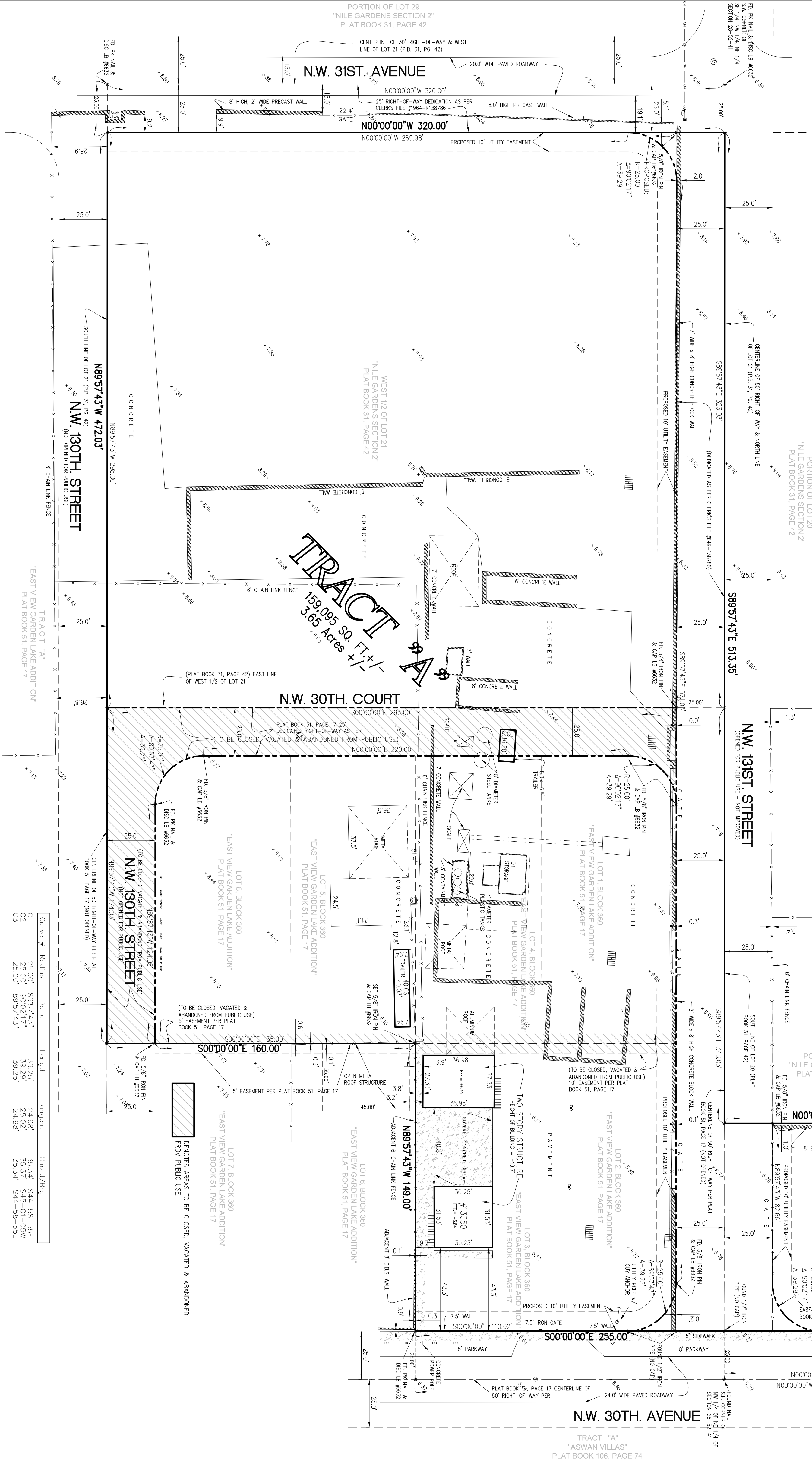
NOT TO BE FILED FOR RECORD UNLESS SIGNED,
DATED AND WITNESSED BY THE ISSUING SEAL OF
GLENN A. THANKS
FLORIDA P.E. #33852
FOR THE FIRM



BOUNDARY & TOPOGRAPHIC SURVEY OF TENTATIVE PLAT OF

"AMDI USA TRACT"

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND 8, BLOCK 360 OF, "EAST VIEW GARDEN LAKE ADDITION", AS
RECORDED IN PLAT BOOK 51 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
AND WEST 1/2 OF LOT 21 AND A PORTION OF LOT 20 OF, "NILE GARDENS SECTION 2", AS RECORDED IN
PLAT BOOK 31 AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
LYING IN THE NE. 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA



Curve #	Radius	Delta	Length	Tangent	Chord/Btg.
C1	25.00'	89°57'43"	39.25'	24.98'	35.34'
C2	25.00'	89°57'43"	39.25'	24.98'	35.34'
C3	25.00'	89°57'43"	39.25'	24.98'	35.34'

LEGAL DESCRIPTION:

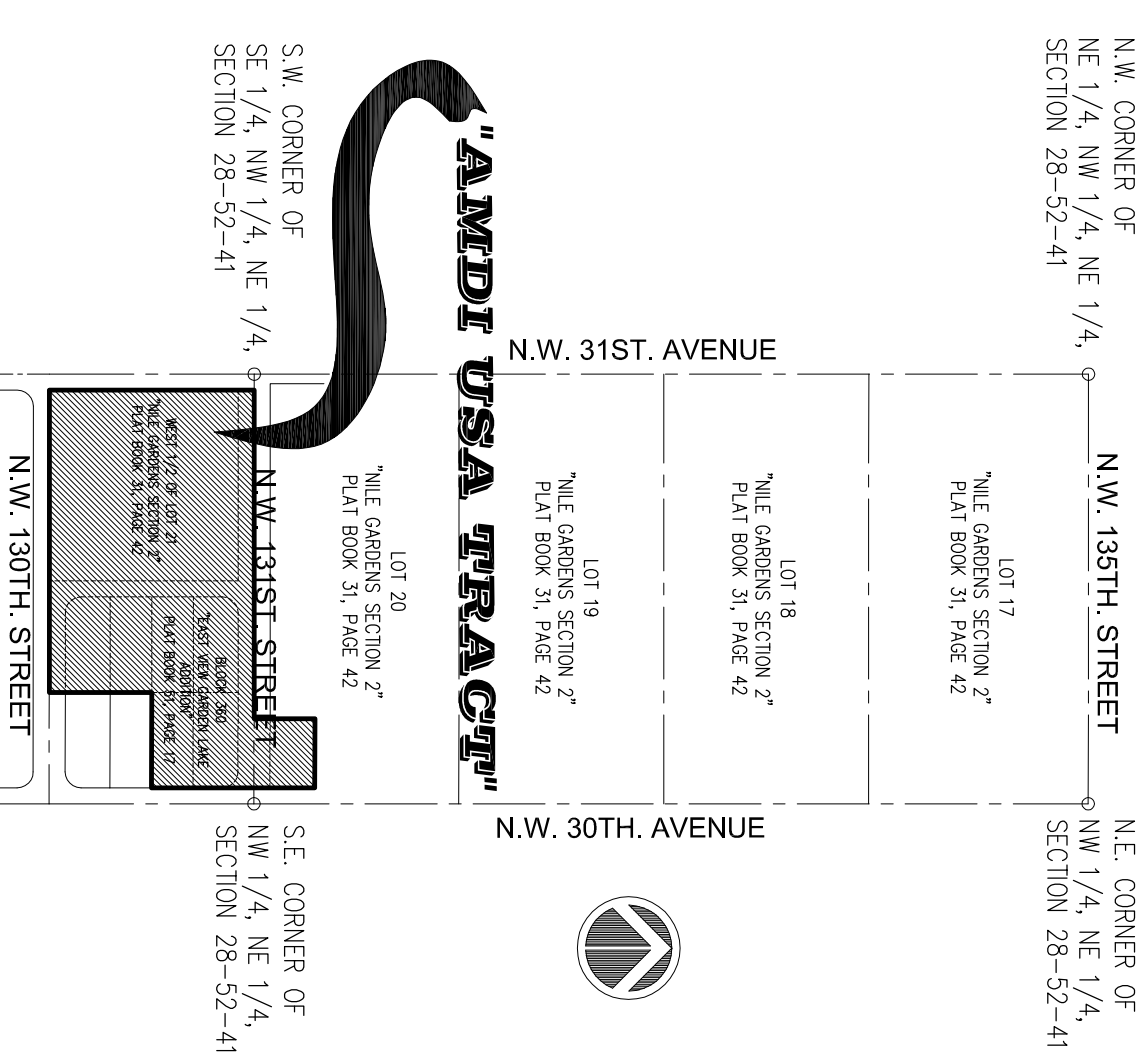
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION",
according to the plat thereof as recorded in Plat Book 51, Page 17, Public
Records of Miami-Dade County, Florida.
TOGETHER WITH: Tract 21, "NILE GARDENS, Section 1 and 11" according to
Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
20, "NILE GARDENS, Section 1 and 11", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

PROPERTY ADDRESS:

Property Address: 13050 NW 30th Avenue, OPA LOCKA, FL 33054
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0050
Tax Folio #08-2128-002-0090
Tax Folio #08-2128-004-0330
Tax Folio #08-2128-004-0380

PORTION OF THE WEST 1/2 OF NE. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'



SURVEYORS NOTES:

- The legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
- An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's file No.: 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
- Accuracy: The expected use of the land, as classified in the Standards of Practice (53-177AC), is "Residential Subdivisions". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. Accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- All measurements shown herein are made in accordance with the United States Standard Feet.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Underground utilities are not depicted herein; contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
- The surveyor does not determine fence and/or wall ownership.
- Overshiper subjects to: OPINION OF TITLE.
- Type of Survey: BOUNDARY / TOPOGRAPHIC SURVEY.
- The North arrow and bearings shown herein are based on a bearing of N.00°00'00"E along the East line of Block 360 of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are based on this line.
- Flood Zone Data: Community / Panel #10657/0138/L District 9/11/2009
Flood Zone: "AH" & "X". Base Flood Elevation = +3.70'
- Elevations shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
- Benchmark Uses: Miami-Dade County Benchmark #41-463-NE. Elevation = +3.88'
- Legal Description shown herein as per above noted the commitment.
- Present Zoning: L-2 (Industrial Planned District)
- Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
- Subject property has access to a public right-of-way: NW 30th Avenue & NW 31st Avenue
- Flood Criteria: +6.3' (as shown on AMENDED PLAT OF FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida.)
- Site Development Data: Number of Tracts = 2
Tract "A" = Existing Structures to remain. Usage: Heavy Equipment Storage
Tract "B" = Surface Parking Area
Total Building Area = 2,000 square feet (existing)
- All utilities are available for this site.
- This PLAN OF SURVEY has been prepared for the exclusive use of the entities named herein.
- The Certificate does not extend to any unlocated party.
- The express purpose of this plat is to close, vacate and abandoned for public use portions of NW 30th Court, NW 130th Street and 10 utility easement.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT: In the professional opinion of the undersigned
Professional Surveyor and Mapper in the State of Florida, the following
Boundary and Topographic Survey meets the requirements of the Standards of
Practice as set forth by the Florida Board of Professional Surveyors and
Mappers (F.B.S.M.) Chapter 17, Florida Administrative Code, pursuant to Section
4722.027, Florida Statutes.

I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description
associated therewith, comply with all applicable requirements of Chapter 28,
Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the
signature and the original raised seal of a Florida licensed surveyor and
mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

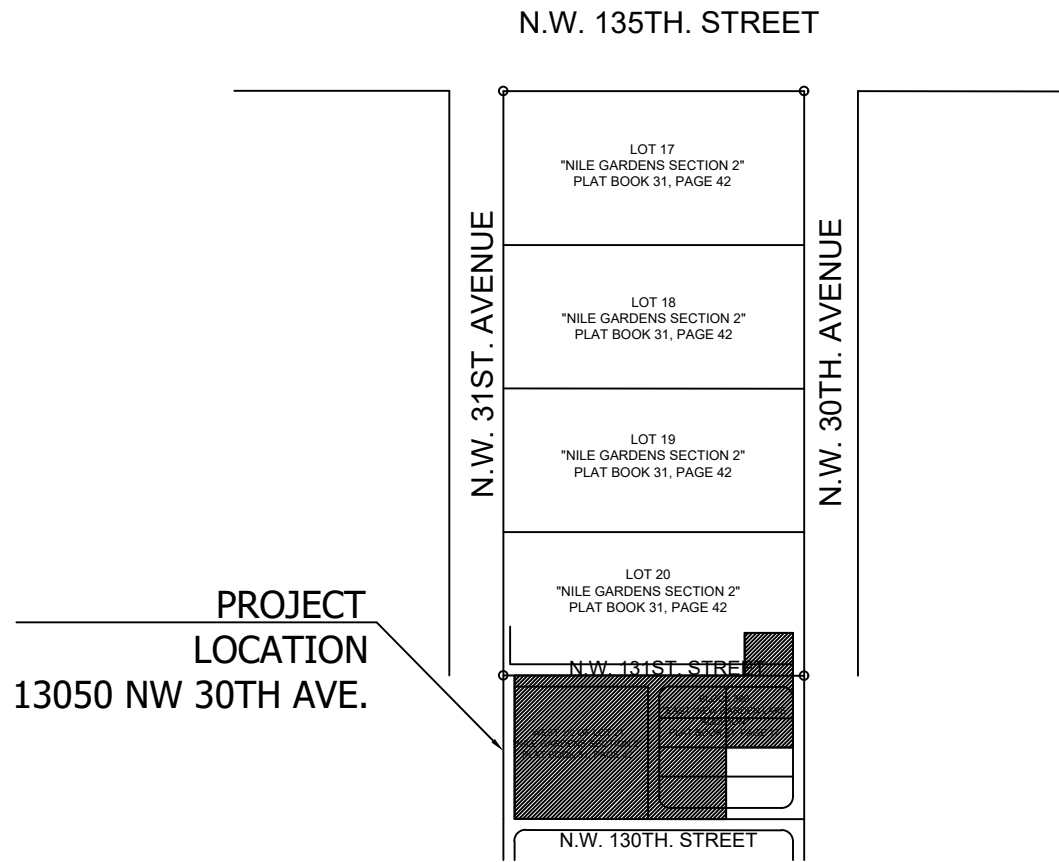
BY: PABLO ALFONSO, Professional Surveyor & Mapper No. 5680
State of Florida
Date of Survey: 06/09/2018
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd, Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

NO.	DATE	DESCRIPTION	BY	APP.	DESCRIPTION
RECORD OF REVISION					
1	6/12/2018	FIELD BOOK: RP18-0680			
SCALE: 1" = 30'					
CHECKED: P.J.A.					
DRAWN: J.G.					
SHEET: 1					
OF 1 SHEET					
PREPARED FOR:			TYPE OF PROJECT:		
AMDI USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA			BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT		
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669			L.B.# 7282		



LOCATION MAP



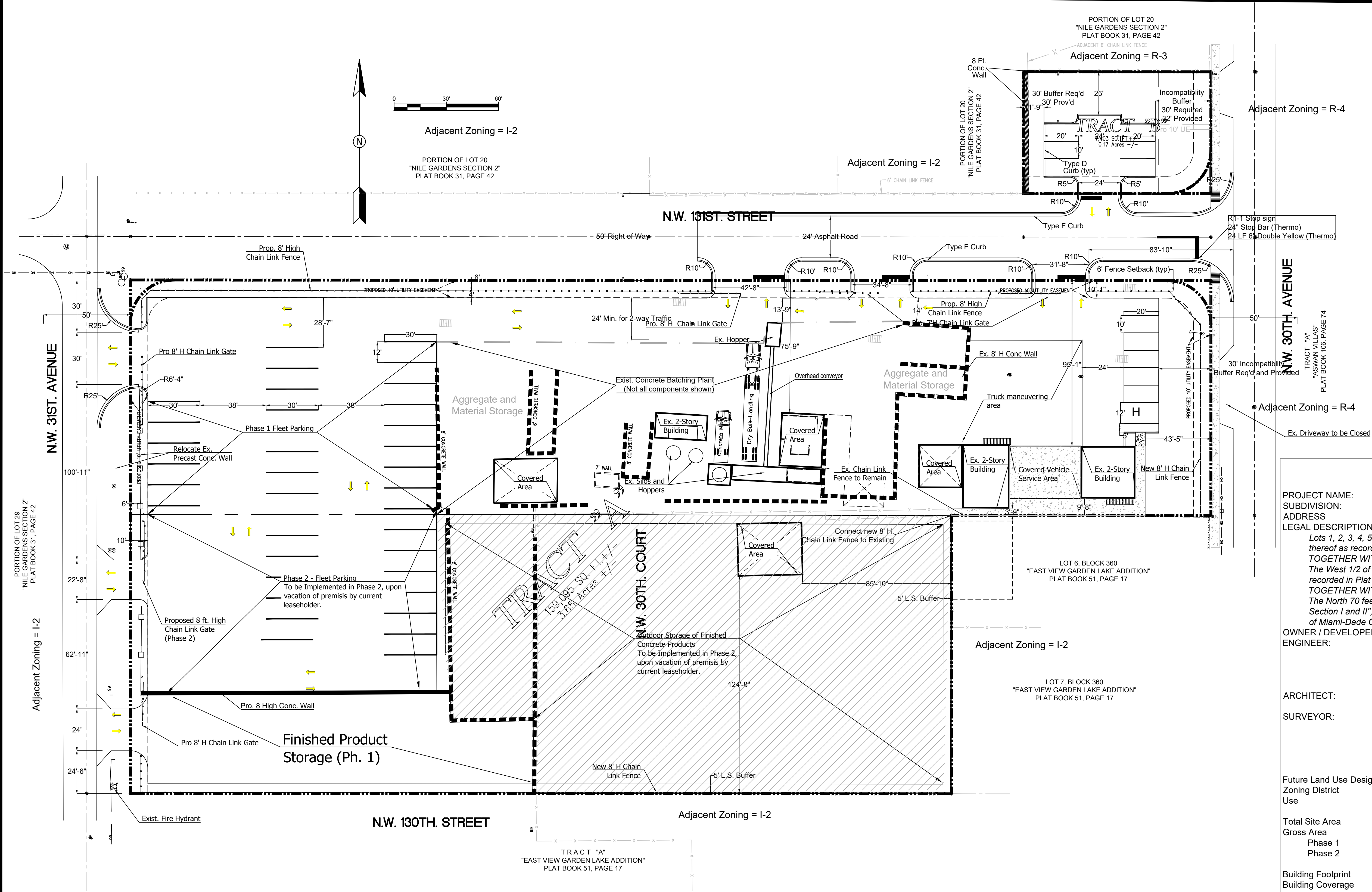
Site Data Table

PROJECT NAME:	AMDI USA, INC.	
SUBDIVISION:	AMDI USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	Required Industrial I-2	Provided Industrial I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area	166,498 SF (3.82 AC)	
Gross Area	166,498 SF (3.82 AC)	
Phase 1	101,595 SF (2.3 AC) (61.1%)	
Phase 2	64,903 SF (1.5 AC) (38.9%)	
Building Footprint	2,261 SF	
Building Coverage	2,261 SF	
Building Area (Ex)	4,102 SF	
Roofed Area	4,338 SF	
Paved Areas	138,684 SF (83%)	
Total Impervious Areas	145,283 SF (87%)	
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)**	
Proposed	138,684 SF (3.18 AC) (83%)***	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)***	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9" ***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

* Special Exception Approval Required

**Existing Non-conforming site feature

***Existing Non-conforming allowed to remain



LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION"
according to the plat thereof as recorded in Plat Book 51, Page 17, Public
Records of Miami-Dade County, Florida.

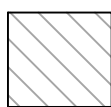
TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to
the plat thereof as recorded in Plat Book 31, Page 42, Public Records of
Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
20, "NILE GARDENS, Section I and II", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

Concrete and concrete products are produced
within the area noted as "Ex. Concrete Batching Plant."
Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and
Finished Concrete Product Production

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 22-58 of the City of Opa-Locka's Land Development Regulations, Ordinance 15-31: "Owners of lands or structures may apply to the City for a variance from the requirements or restrictions of the Land Development Regulations; except that no variance for use or density issues shall be considered"; and

WHEREAS, AMDI USA, Inc. ("Applicant") desires to continue the operation of their concrete batching plant on this eight parcel development site ("Property") in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Applicant seeks to obtain Variance Request approval, in accordance with the City's Code of Ordinances and Land Development Regulations, for the operation of a concrete batching plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330 in the I-2 Zoning District; and

WHEREAS, as indicated on the site plan, this development meets certain applicable zoning standards except it exceeds the 75 percent impervious area coverage, the east setback is less than the required 50-foot and the rear setback is less than the required 25-foot setback; and

WHEREAS, in accordance with the City's Zoning/Land Development Regulations, four (4) variances have been requested by Applicant in order to allow the Property to continue its current operations: (1) variance from Code section 22-153 regarding the location of parking spaces; (2) variance from Code section 22-182(A)(7)(e) regarding the width of the landscape buffer; (3) variance from Code section 22-95

regarding the setback of the existing building; and (4) variance from Code section 22-95 regarding the rear setback of the existing building; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the City's Land Development Regulations and to illustrate all non-conforming aspects of this operation. The Applicant will take steps to mitigate or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the application for the variance requests by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the application for variance requests attached hereto as Exhibit "A".

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL.

Approval of the Variance Requests. The City Commission of the City of Opa-Locka hereby approves a request for the Variances, attached hereto as Exhibit "A", for operation of a Concrete Batching Plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) 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) _____

POLITICS

Góngora drops reelection bid; total of 14 candidates qualify for Miami Beach election

BY MARTIN VASSOLO
mvassolo@miamiherald.com

The ballot is now set for Miami Beach’s Nov. 2 election, with a total of 14 candidates qualifying Friday to campaign for three commission seats and the mayor’s job.

The biggest wildcard leading up to the qualifying deadline, incumbent Commissioner Michael Góngora, dropped his bid to seek reelection in

Group 3 following a judge’s order barring him from running due to city term limits.

Góngora instead filed Thursday to run for mayor in 2023, which he said was initially his plan before his supporters told him to run for reelection. He also threw his support behind the newest Group 3 candidate, Planning Board Member Alex Fernandez, whom Góngora said he had initially recruited to run for his seat earlier this

year.

Góngora said he would transfer the more than \$200,000 in his campaign coffers to his next campaign.

“A lot of people invested in my race and want to have my voice on the dais in City Hall,” he said.

Fernandez, who filed to run this week, is joined in the Group 3 race by Michael “Mike B” Barrineau, Melissa Beattie and Stephen Cohen.

There were other surprises Friday, with two candidates switching groups. Gregory Branch, who initially filed in Group 1 before switching to Group 3, jumped back in the Group 1 race. He joins four other candidates in the race, including former Commissioner Kristen Rosen Gonzalez, Adrian Gonzalez, Raquel Pacheco and Blake Young.

In Group 2, a seat held by Commissioner Mark Samuelian, challenger



Courtesy to the Miami Herald

Miami Beach Commissioner Michael Góngora.

Fabián Basabe entered the race on Friday, giving Samuelian his only competition in the election.

In the mayor’s race,

Mayor Dan Gelber is running against four other candidates: Jean Marie Echemendia, Ronnie Eith, Carlos Enrique Gutierrez and Gus Manassis.

In a fundraising email sent after Friday’s qualifying deadline, Gelber told his supporters to “expect this to be a competitive election where no one can stay on the sidelines.”

The last day to register to vote in Miami Beach’s November election is by 5 p.m. on Oct. 4. The last day to request a vote-by-mail ballot is Oct. 23. Early voting starts on Oct. 18 and ends Oct. 31.

Martin Vassolo: 305-376-2071, martindvassolo

FROM PAGE 17A

ABORTION

Court precedent.”

WHAT TEXAS ENACTED

The announcement comes as Florida Democrats are pledging to fight any bills in the state Legislature inspired by SB 8, the new Texas law that outlaws abortions after six weeks of pregnancy, before most women know they are pregnant. Similar so-called “heartbeat” bills have been previously proposed in other states, including Florida. But in Texas, the new law empowers civilians to report violations that could result in at least \$10,000 in damages if they succeed in court.

The Florida Legislature has taken up efforts to pass new abortion restrictions nearly every session. Florida Senate President Wilton Simpson issued a statement last week when the bill was signed into law, saying “it’s worthwhile to take a look at the Texas law and see if there is more we can

do here in Florida.” But he stopped short of specifying what restrictions Florida lawmakers would consider in the legislative session that begins Jan. 11.

Miami Sen. Annette Taddeo, a Democrat, said during a press conference in Doral she was concerned about Florida Republicans suggesting they are willing to take on new anti-abortion legislation and calling the Texas law the “Rapist’s Bill of Rights,” in reference to the lack of exceptions for rape or incest.

“When we’re talking about abused, in many situations children, they’ve already been abused by their abuser and now they’re going to be abused again by their government,” said Taddeo, who has hinted at a possible run for governor in 2022.

She also compared the civilian enforcement of the ban to a culture of political repression in Cuba, where neighbors have been encouraged to act as vigi-

lantes to report their own neighbors to the regime over anti-government sentiment.

“This law specifically in Texas, the one they want to bring to Florida, would do that here in Florida. That civilians would be the ones who are patrolling: in what car did they get into, where did they go, if they’ve gone to an [abortion] center. Which by the way, many women go to these centers simply so they can prevent getting pregnant,” said Taddeo. “When I was young and I had no health insurance, I used to go to Planned Parenthood to receive the pill. That’s what is happening today with so many people.”

OUT-OF-STATE PATIENTS SEEKING CARE

Laura Goodhue, executive director for Florida’s Planned Parenthood affiliates, said a Texas-style law in Florida would impose major restrictions on any woman seeking abortion across the entire southern U.S.

She said Planned Parenthood sites in Jackson-

ville and Tallahassee have seen an increase in patients from Georgia and Alabama due to a lack of abortion providers in those states. Another ban on abortions six weeks into pregnancy in the South’s two largest states would mean more patients heading to overworked clinics in Louisiana and other southern states, Goodhue said.

“This means practically one half of the country would be without abortion access,” Goodhue said.

Dr. Samantha Deans, associate medical director at Planned Parenthood of South, East and North Florida, said it was not accurate to say that a heartbeat can be heard after six weeks of pregnancy because a fetus has not yet developed the heart valves that pump blood into the body.

“That is based on the technology and the quality of your ultrasound. The sound that you are referring to is actually just ultrasonic waves that come from the machine and create feedback as they hit the electrical activity of the cells. It is

not a heartbeat, there is no blood that exists in an embryo to beat through a heart,” said Deans during the press conference in Doral. “Valves don’t exist until eight weeks of an embryological development and 10 weeks of pregnancy.”

Democratic U.S. Rep. Debbie Wasserman Schultz, who said her own pregnancy wasn’t detected for eight weeks, said she anticipates a mass public pressure campaign in Texas and Florida if the Legislature chooses to move forward with a Texas-style law.

Wasserman Schultz brought up examples of Atlanta losing the Major League Baseball All-Star Game after the state passed restrictions on voting, and threats from the NCAA and other sporting organizations to cancel events in North Carolina after the state compelled schools to restrict use of bathrooms to users based on the corresponding sex listed on their birth certificates as potential consequences Florida would face if it passes an abortion ban.

But Democratic state Rep. Dotie Joseph said she doesn’t think economic pressure will sway many of her Republican colleagues.

“All we’ll see them is being dubbed a ‘woke corporation,’ ” Joseph said when asked about the prospect of boycotts from businesses. “I don’t know that it moves [Republicans] in any way, shape or form.”

Democratic state Sen. Lori Berman said some elected Republicans could ultimately be swayed not to make abortion restrictions a central part of their campaigns to appeal to suburban women, though she did not anticipate that many Florida Republicans at the state or federal level would vote against enacting Texas-style legislation.

“I don’t think it’s the state boycotts, but I do think there’s an issue with moderate Republican women who do support abortion,” Berman said.

Bianca Padró Ocasio: 305-376-2649, @BiancaJoanie



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, September 22, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for adoption:

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002- 0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, September 22, 2021.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA, FLORIDA
NOTICE OF BUDGET HEARINGS
FY 2021-2022

NOTICE IS HEREBY GIVEN that the City of Opa-locka will conduct public hearings on the Fiscal Year 2021-2022 Budget on **Wednesday, September 15, 2021 at 5:01 p.m.** and **Wednesday, September 22, 2021 at 5:01 p.m.** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida to consider the following:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The purpose of the Budget Hearings is to allow City of Opa-locka residents the opportunity to speak on the fiscal year 2021-2022 budget. All interested persons are encouraged to attend these meetings and will be heard with respect to the public hearings.

A copy of the Fiscal Year 2021-2022 Proposed Budget is available for review on the City of Opa-locka website at www.opalockafl.gov.

Procedures for Public Participation

How to watch the meeting

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

Public Hearings are held in-person while allowing virtual participation. Members of the public wishing to provide comments on the FY 2021-2022 budget may do so in person or virtually.

To particlpate virtually, please register by 5:01 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

Please contact the City Clerk at (305) 953-2800/2801 or jflores@opalockafl.gov for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at 305.953.2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at 800.955.8771 (TTY), 800.955.8770 (Voice), 877.955.8773 (Spanish) or 877.955.8707 (Creole).

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

JOANNA FLORES, CMC
CITY CLERK



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

Department Director:	Gregory Gay		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	May 12, 2021	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No X	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes X	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
ILA Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

As indicated on the site plan, this development meets certain applicable zoning standards except it exceed the 75 percent impervious area coverage; the east setback is less than the required 50 feet; and the rear setback is less than the required 25 foot setback. This Variance request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates

1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Page 2 of 5

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4753 DATE RECEIVED: _____PROPERTY OWNER'S NAME: IDMA Holdings, LLCPROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

APPLICANT'S NAME: AMD USA, Inc.APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.

Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2LEGAL DESCRIPTION: See attached

Please check specific request:

☐ Tentative Plat☐ Final Plat☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)☐ Rezoning☐ Drainage Plan☐ Fill Permit Request☐ Preliminary Site Plan Review☐ Final Site Plan Review☐ Conditional Use Permit - No Plans☐ Conditional Use Permit - With Plans☐ Special Exception - No Plans☐ Special Exception - With Plans☐ Development Agreement☐ Restrictive Covenant☒ Other - Please specify: Variance with plans

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Scaled Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Orozco, being first duly sworn, depose and say that I am the OWNER of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

13050-NW 30th Ave.

Date

Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code Ordinance 15-31

Page 4 of 5



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached letter dated 4/16/2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun, Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

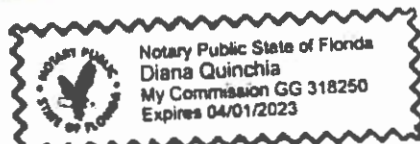
Date

Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional

NO TIRECYCLE ALSO
Operation of a motor vehicle constitutes consent to any vehicle test required by law.



Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Melanie Brill
Hope Calhoun
Dwayne Dickerson
Ele Zachariades

Matthew H. Scott
Christina Bilenki
Lauren G. Odom

VARIANCE NARRATIVE

AMDI USA, INC., (“Developer”) intends to continue the operation of an existing concrete batching plant and finished concrete production company (“Project”) on property located at 13050 NW 30th Avenue, including unimproved rights of way for portions of NW 130th Street and NW 30th Court (“Property”). All parcels are further identified on the attached and are in the City of Opa Locka (“City”). The Property is zoned I-2 (industrial planned district) and consists of 2 gross acres. Access to Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. NW 131st Street is currently unimproved but will eventually be available for vehicular traffic after the Project is approved.

In accordance with the I-2 zoning regulations, in order for the Property to continue its current operations, 4 variances from the City of Opa Locka Land Development Code (“Code”) are being requested: (1) variance from Code section 22-153 regarding the location of parking spaces; (2) variance from Code section 22-182(A)(7)(e) regarding the width of the landscape buffer; (3) variance from Code section 22-95 regarding the setback of the existing building; and (4) variance from Code section 22-95 regarding the rear setback of the existing building. With these 4 variances in mind (2 of which address existing conditions), the balance of this narrative will address compliance with the variance criteria outlined in Section 22-58 of the Code.

Variance 1. Code section 22-153 (A) regarding the location of parking spaces.

Code requirement: “No parking lot shall be closer than 5 feet behind the front of the building line of an adjacent building.”

Provided Parking: Provide required parking 30 feet from the property line along NW 30th Avenue.

1. The strict application of the regulations of this ordinance would produce undue hardship.

Strict application of the regulations of this ordinance would produce an undue hardship on the Developer, as he is taking ownership of a parcel with an existing condition. The existing condition

has existed for more than 25 years, and modifying this configuration by modifying the placement of the building would be an incredible hardship for the Developer.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The hardship demonstrated by this application is not generally shared by other properties in the same zoning district, in that the Property conditions have existed for more than 25 years. Further, the existing conditions have operated safely since the business has been in operation.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The authorization of such a variance will not be a substantial detriment to the adjacent properties. The benefit of this variance is that the building location and associated parking are set back on the Property in such a manner that other surrounding properties are not impacted, as the parking field is separated from the other properties by an existing right of way (NW 30th Avenue).

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

Such as variance is not contrary to the public interest because the surrounding properties are not impacted. Additionally, the Property has operated with this same condition for a number of years.

5. That the hardship is not self-imposed.

The hardship is not self-imposed in that the current Property owner purchased the land with an existing condition. In fact, submitting this variance application, along with the related development applications is an effort to make the Property conform to the City's existing development code.

6. That the hardship is not financial in nature.

The hardship is not financial in nature. In fact, the Developer could have continued the Property operation in its current state without submitting the pending applications. However, instead of

doing that, the Developer chose to address the conditions on the Property in an effort to improve same, and continue the operation of a viable business.

Variance 2. Code section 22-182(A)(7)(e) regarding the width of the landscape buffer.

Code Requirement: "A buffer area shall be required along boundaries of ...nonresidential ...lots abutting a less intensive use. Such lots shall comply with the following minimum standards: 30-foot buffer between a residential and industrial use".

Buffer provided: 25-foot buffer between the Property and the closest single-family boundary.

1. The strict application of the regulations of this ordinance would produce undue hardship.

The strict application of the regulations of this ordinance would produce an undue hardship on the Developer because the hardship only relates to a single point on the Property. Denial of this request because of one location could cause the business to close because the Property would be considered non-conforming. Furthermore, the landscape buffer situation is currently existing, and a modification of this existing condition would not be possible while still allowing the Property to operate in a safe manner.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The hardship is not generally shared by other properties in the vicinity because there are not many industrial properties in the area which are close to residentially zoned property.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The authorization of the requested variance will not change the character of the district. In fact, it is unlikely that anyone outside of the Property will notice the one spot on the Property that is not consistent with the Code, therefore there will be no detrimental impact to the adjacent properties.

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

The requested variance is not contrary to the public interest. In fact, as stated above, persons outside of the Property will no likely notice the one buffer area that is not in compliance. Furthermore, the location of a buffer on the Property will serve as an improvement to the area.

5. That the hardship is not self-imposed.

The hardship is not self-imposed in that the Developer purchased property, and the parcel limitations are preexisting. The modification of the land, or the existing building in order to bring this variance into compliance would make the operation of the existing business not feasible.

6. That the hardship is not financial in nature.

The hardship is not financial in nature. In fact, as stated previously, it would be less expensive for the Developer not to bring this variance application forward. This application is being brought forward by the Developer in an effort to allow the Developer to operate the Property, and the related business thereupon to operate with the appropriate City approvals.

Variance 3. Code section 22-95 regarding the setback of the existing building.

Code Requirement: "50-foot side setback from a residential district"

Setback Provided: 43 feet, 5 inches between the existing industrial building and the residential district east of NW 30th Avenue.

1. The strict application of the regulations of this ordinance would produce undue hardship.

Strict application of the regulations of the Code would produce an undue hardship because the building location is an existing condition. As a result, for the building located on the Property to be forced to comply with the Code, the building would have to be demolished. Given the time that the building has been on the Property, and considering that it is a successful business, requiring the demolition of the building in order to comply with an 8 inch discrepancy would really serve as an undue hardship on the Developer.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The existing hardship is not shared with other properties in the vicinity as this is one of the few industrial properties in the area that is close to a residential district. The balance of the residential properties in the area are NOT adjacent to residential properties.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The granting of the variance will not change the character of the district. Specifically, the requested variance is minimal, and is not likely that the minor 8-inch intrusion of the building into the setback will create a detriment to the adjacent properties.

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

The requested variance is not contrary to the public interest in that the existing building only encroaches into the setback by 8 inches. It is unlikely that such an encroachment impacts anyone outside of the Property.

5. That the hardship is not self-imposed.

The hardship is not self-imposed. As previously stated, the Developer purchased the Property in its existing state. The Developer brought this condition to the attention of the City in an effort to create a parcel that is compliance (to the extent possible) with the City's Code.

6. That the hardship is not financial in nature.

The hardship is not financial in nature in that the Developer purchased the Property with the existing building in its current location. The Developer is actually expending more funds by trying to make sure that the City is aware of all non-conformities on the Property, and addressing same.

Variance 4. Code section 22-95 regarding the rear setback of the building.

Code Requirement: "25-foot rear setback is required between a building located on an industrial property and a residential district"

Setback Provided: 3 feet 9 inches between industrial and residentially zoned property.

1. The strict application of the regulations of this ordinance would produce undue hardship.

Strict application of the Code would produce undue hardship in that the specific location of the buildings existing, and the demolition of same WOULD create an undue hardship on the Developer, as the building which is the subject of this request is a part of an existing, successful business operations.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The referenced hardship is not shared with other properties in the vicinity. This situation is unique because if it one of few industrial properties in the area which are adjacent to residentially zoned property. However, it is important to note that the building setback does not meet the Code, it still has not impact on the adjacent residential parcels because of its location on the Property.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The authorization of the requested variance will not be a substantial detriment to the adjacent properties. Specifically, although the building encroaches into the required buffer, there do not appear to the any residential units on the property despite the fact that it is zoned as such.

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

The granting of the variance is not contrary to the public interest. Specifically, the encroachment will not be noticed by anyone outside of the Property.

5. That the hardship is not self-imposed.

The hardship is not self-imposed in that the Developer purchased the Property with the existing building in its current location. To that end, the Developer is making these applications to the City in an effort to bring same into conformity with the Code.

6. That the hardship is not financial in nature.

The hardship is not financial in nature. The Developer has submitted this variance application in an effort to allow an existing business to operate in the City and operate within the bounds of the appropriate approvals.

As a result of the forgoing, the Developer respectfully requests the granting of the requested variances.

Thank you.

4753



AMD USA INC.
13050 NW 30th AVENUE
OPA LOCKA, FL 33054
305-200-4778

Bank of America.



ACH R/T 083100277

63-27/631



08/05/2020

PAY TO THE
ORDER OF

City of Opa Locka

\$ **1,360.00

One Thousand Three Hundred Sixty and 00/100*****

DOLLARS

City of Opa Locka
780 Fisherman St Suite 120
Opa Locka, FL 33054



ny/kroger
AUTHORIZED SIGNATURE

MEMO

Variances Review Application

⑈004753⑈

AMD USA INC.

City of Opa Locka
61000 - Business Licenses and Permits Variances Review Application

08/05/2020

4753

1,360.00

Security features. Details on back.

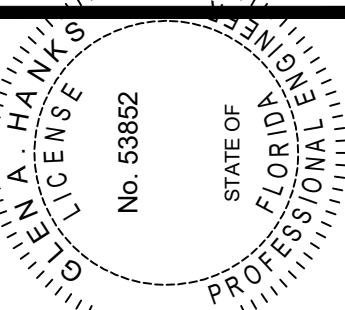


RELEASE INFO

2019-08-28 Opa-Locka Site Plan

REVISIONS

2020-02-13 City Comments
2020/8/28 Updated Survey



This item has been digitally signed and sealed
by Glen A. Hanks, P.E. on the date adjacent to
the seal using the SHA authentication code.
Printed copies of this document are not
considered signed and sealed and the SHA
authentication code must be verified on any
electronic copies.

FLORIDA

AMDI USA Inc.
13050 NW 30th Avenue
SITE PLAN

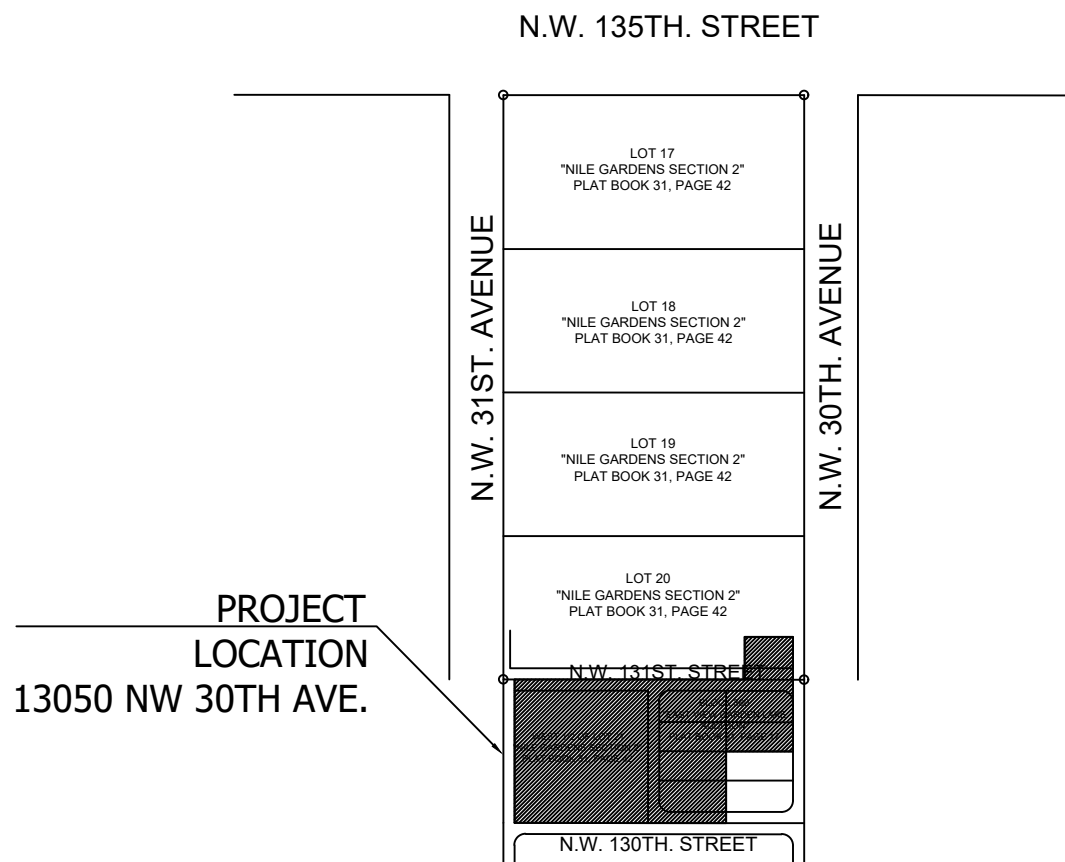
JOB NO: 180201

SCALE: 1" = 30'

Sheet No:
SP-1

NOT TO BE FILED FOR RECORD UNLESS SIGNED,
DATED AND EMBOSSED WITH THE RAISED SEAL OF
GLEN A. HANKS
FLORIDA P.E. #53852
FOR THE FIRM

LOCATION MAP



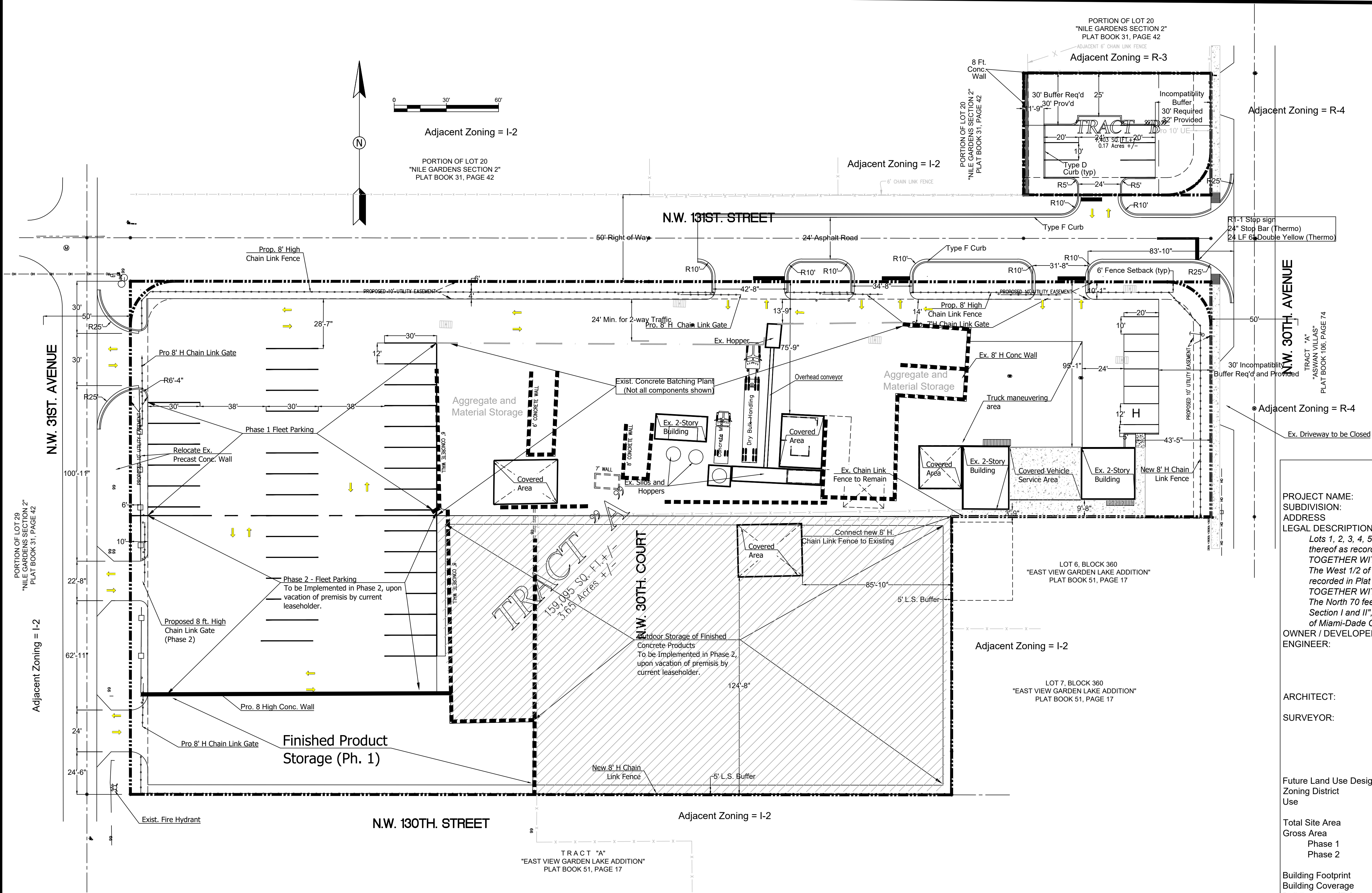
Site Data Table

PROJECT NAME:	AMDI USA, INC.	
SUBDIVISION:	AMDI USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	Required Industrial I-2	Provided Industrial I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area	166,498 SF (3.82 AC)	
Gross Area	166,498 SF (3.82 AC)	
Phase 1	101,595 SF (2.3 AC) (61.1%)	
Phase 2	64,903 SF (1.5 AC) (38.9%)	
Building Footprint	2,261 SF	
Building Coverage	2,261 SF	
Building Area (Ex)	4,102 SF	
Roofed Area	4,338 SF	
Paved Areas	138,684 SF (83%)	
Total Impervious Areas	145,283 SF (87%)	
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)**	
Proposed	138,684 SF (3.18 AC) (83%)***	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)***	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9" ***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

* Special Exception Approval Required

**Existing Non-conforming site feature

***Existing Non-conforming allowed to remain



LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION"
according to the plat thereof as recorded in Plat Book 51, Page 17, Public
Records of Miami-Dade County, Florida.

TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to
the plat thereof as recorded in Plat Book 31, Page 42, Public Records of
Miami-Dade County, Florida.

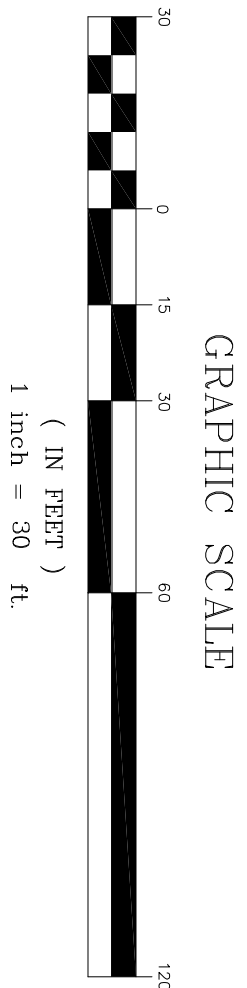
TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
20, "NILE GARDENS, Section I and II", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

Concrete and concrete products are produced
within the area noted as "Ex. Concrete Batching Plant."
Not all industrial components within this area are shown.



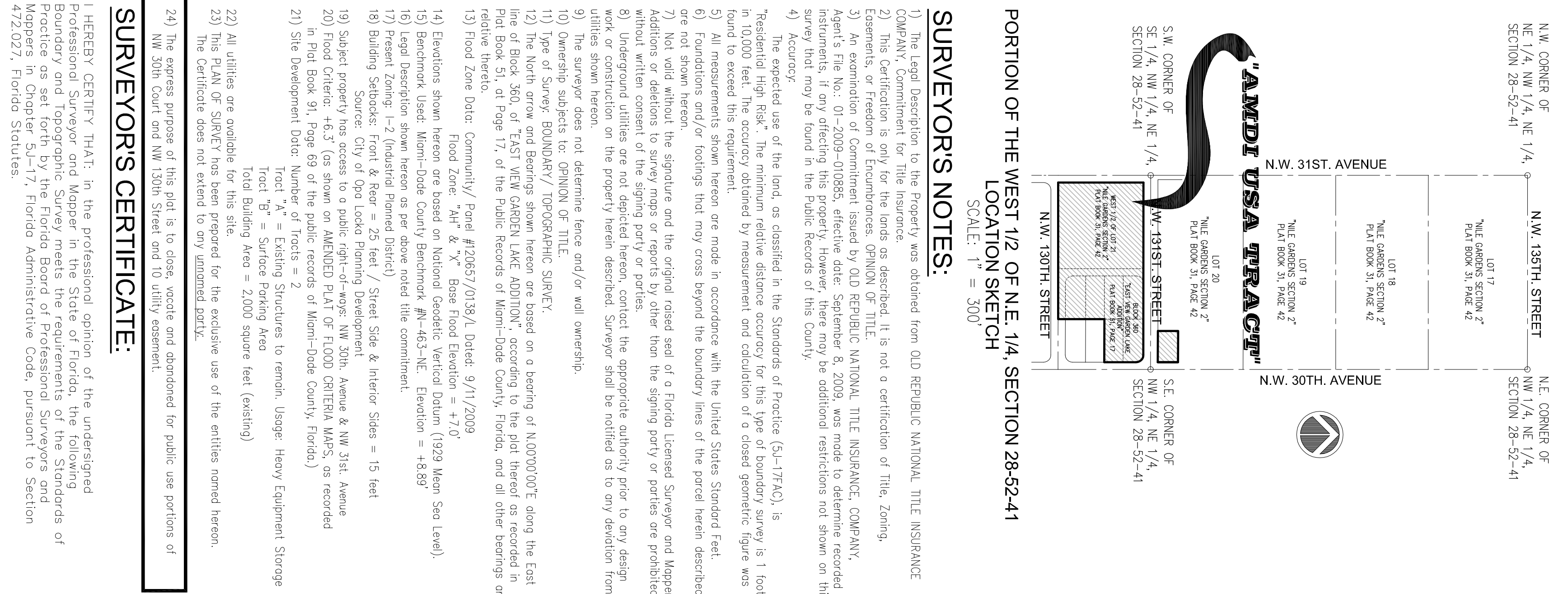
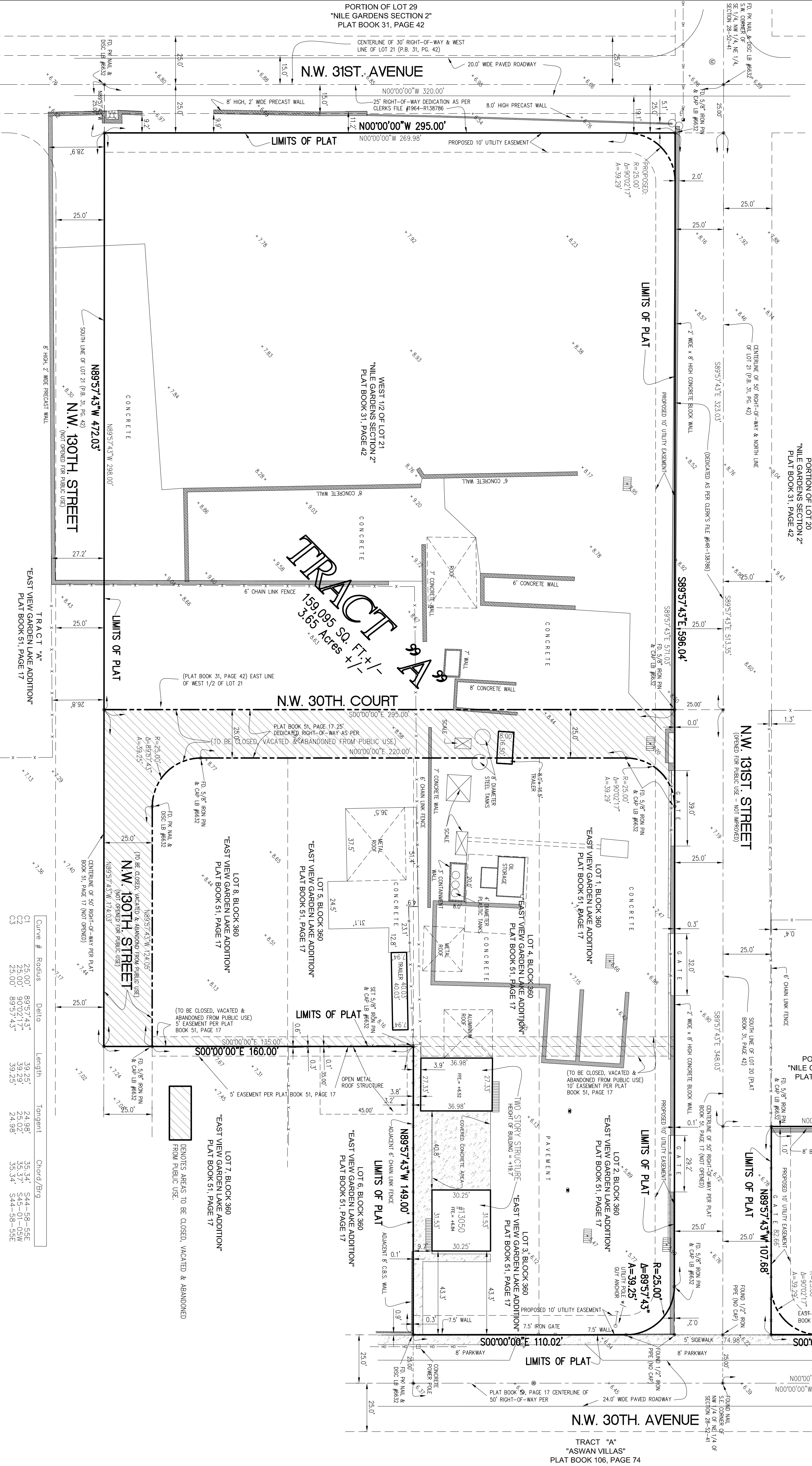
Limits of Existing Concrete Batching and
Finished Concrete Product Production



BOUNDARY & TOPOGRAPHIC SURVEY OF TENTATIVE PLAT OF

"AMDI USA TRACT"

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND 8, BLOCK 360 OF, "EAST VIEW GARDEN LAKE ADDITION", AS RECORDED IN PLAT BOOK 51 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND WEST 1/2 OF LOT 21 AND A PORTION OF LOT 20 OF, "NILE GARDENS SECTION 2", AS RECORDED IN PLAT BOOK 31 AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LYING IN THE NE. 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA



SURVEYORS NOTES:

- The legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
- An examination of Commitment Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's No. 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the public records of this County.
- Accuracy.

- The expected use of the land, as classified in the Standards of Practice (53-177AC), is "Residential Single-Family". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- All measurements shown herein are made in accordance with the United States Standard Feet.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Underground utilities are not depicted herein. Contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
- The surveyor does not determine fence and/or wall ownership.
- Ownership subjects to: OPINION OF TITLE.
- Type of Survey: BOUNDARY / TOPOGRAPHIC SURVEY.
- The North arrow and bearings shown herein are based on a bearing of N.00°00'00"E along the East line of Block 360 of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 31, at Page 17, of the public records of Miami-Dade County, Florida, and all other bearings are based on the same.
- Flood Zone Data: Community/ Panel #10657/0138/L District 9/11/2009 Flood Zone: "M" & "X" Base Flood Elevation = +3.70'

- Elevations shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
- Benchmark Used: Miami-Dade County Benchmark #41-463-NE. Elevation = +3.88'
- Legal Description shown herein as per above noted the commitment.
- Present Zoning: L-2 (Industrial Planned District)
- Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
- Source: City of Opa Locka Planning Department
- Subject Property has access to a public right-of-way: NW 30th Avenue & NW 31st Avenue
- Flood Criteria: +6.3' (as shown on AMENDED PLAT OF FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida.)
- Site Development Data: Number of Tracts = 2

- Tract "A" = Existing Structures to remain. Usage: Heavy Equipment Storage
- Tract "B" = Surface Parking Area
- Total Building Area = 2,000 square feet (existing)
- All utilities are available for this site.
- This PLAN OF SURVEY has been prepared for the exclusive use of the entities named herein.
- The Certificate does not extend to any unnamed party.
- The express purpose of this plat is to close, vacate and abandoned for public use portions of NW 30th Court and NW 130th Street and 10 utility easement.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT: In the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers (FSBPSM) Chapter 17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28, Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.

LB No. 7282

BY: JACOB GOMIS, Professional Surveyor & Mapper No. 6231

Date of Survey: 08/05/2020

Date of last Revision:

Survey Performed By: ROYAL POINT LAND SURVEYORS, INC. 6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014 Phone: 305-822-6062 / Fax: 305-827-9669

NO.	DATE	DESCRIPTION	BY	APP.	DESCRIPTION
1	08/05/2020	BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT	JACOB GOMIS		
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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/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: 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
Rose Tydus	N/A (Audio Issues)

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?

***No questions but there was one Public Comment.**

(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

PLANNING & ZONING BOARD

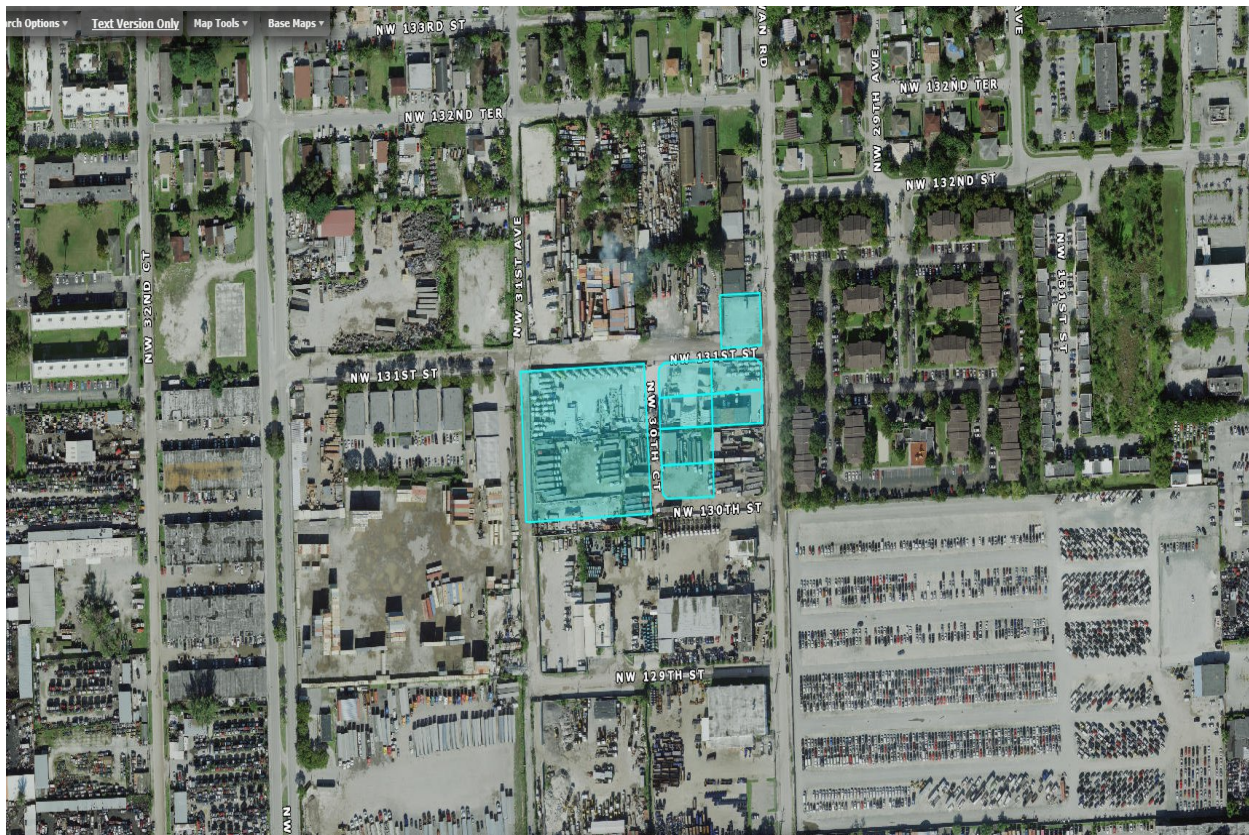
NOVEMBER 17TH
2020



CONCRETE BATCHING PLANT FACILITY: Variance Request APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND 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 FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 1 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 2 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 3 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 4 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 5 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 8 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28-29 52 41 2.37 AC M/L NILE GARDENS SEC 2 PB 31-42 W1/2 LOT 21 LOT SIZE 103366 SQ FT OR 13931-106 1188 2

NILES GDNS SEC 2 PB 31-42 N70FT OF S95FT OF E107.675 OF LOT 20 LOT SIZE 7537 SQUARE FEET OR 21265-3793 1202 4

- The proposed project consists of the assemblage of eight parcels, listed above, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco according to the Miami-Dade County Property appraiser's website. The subject development site includes the properties listed and a portion of NW 130 Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulation and Miami-Dade County Code of Ordinances.



← SOUTH NW 30th Ave /Aswan Road NORTH →



Figure 1: Google Street View: West View on NW 131 Street



Figure 2: Google Street View: South View on NW 30 Avenue

II. Project Details

- **Applicant's intent**

The Applicant, AMDI USA, Inc. intends to come into compliance with City of Opa-locka Land Development Regulations and to begin that process has submitted four development requests: 1. Variance Request for Rear Setback, Setback from residential zoned property and 30 foot buffer requirement; 2. Special Exception Site Plan Review; 3. Tentative Plat Review; 4. Development Agreement Review.

The applicant, ADMI USA, Inc., has been in business since 2008 and operating from 13050 NW 30th Avenue since 2014 according to Division of Corporation records and filings. According to City of Opa-locka Business & License Department records this business began its operation at 13050 NW 30 Avenue in 2017 under the business name AMDI USA, Inc.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	AMDI USA, Inc..	
Folio Number (s)	Opa-locka: 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;	
Address Location	13050 NW 30 th Avenue	
Building (s) Footprint	Building Footprint/Building Coverage	2,261 SF
	Roofed Area	4,102 SF

Floor Area Ratio	Greenspace/Landscape Area – 21,215 SF		
	<1.0 FAR .023		
Zoning	I-2 – Industrial Planned		
Zoning Code Consistency	The proposed use for a Concrete Batching Plant and Finished Concrete production Company Facility is consistent with the I-2 Zoning Code if approved by Special Exception Criteria.		
Existing Land Use	Concrete Batching Plant		
Future Land Use Designation	I-2 Industrial Planned		
Comprehensive Plan Consistency	The proposed use for Concrete Batching Plant and Finished Concrete Production Company Facility is consistent with the Comprehensive Plan with the requested property having a zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	75'9" Feet Storage Bldg.	YES
	25 Feet	94'5" Feet Office Bldg.	YES
Rear	25 Feet	3'9" Feet	No
Side Interior	0 Feet	3'4" Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30 foot landscaped buffer)	43'5"	No
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	75%	138,684 (83%)	No
(Max Impervious Area)			
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	166,498 SF or 3.82 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 2 Stories/ Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	7,537 SF	4,450 sq. ft.	No
Landscaping	Total Landscaping Area	21,215 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. <u>-10 spaces required including 1 H/C</u>	Office Bldg. 4,102 SF Parking Lot: 4,450 SF Total Space Provided: 13 Total Spaces 12 Regular Spaces 1 Handicapped Spaces	YES

Landscape/ Pervious Lot Coverage Notification Requirement			
	10% minimum required pervious	17% provided	YES
Local Government Action Required	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, October 7th, 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 tentative plat and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		



Google Street View: South View of property on NW 31 Ave



Google Street View: East View of property on NW 131 Street

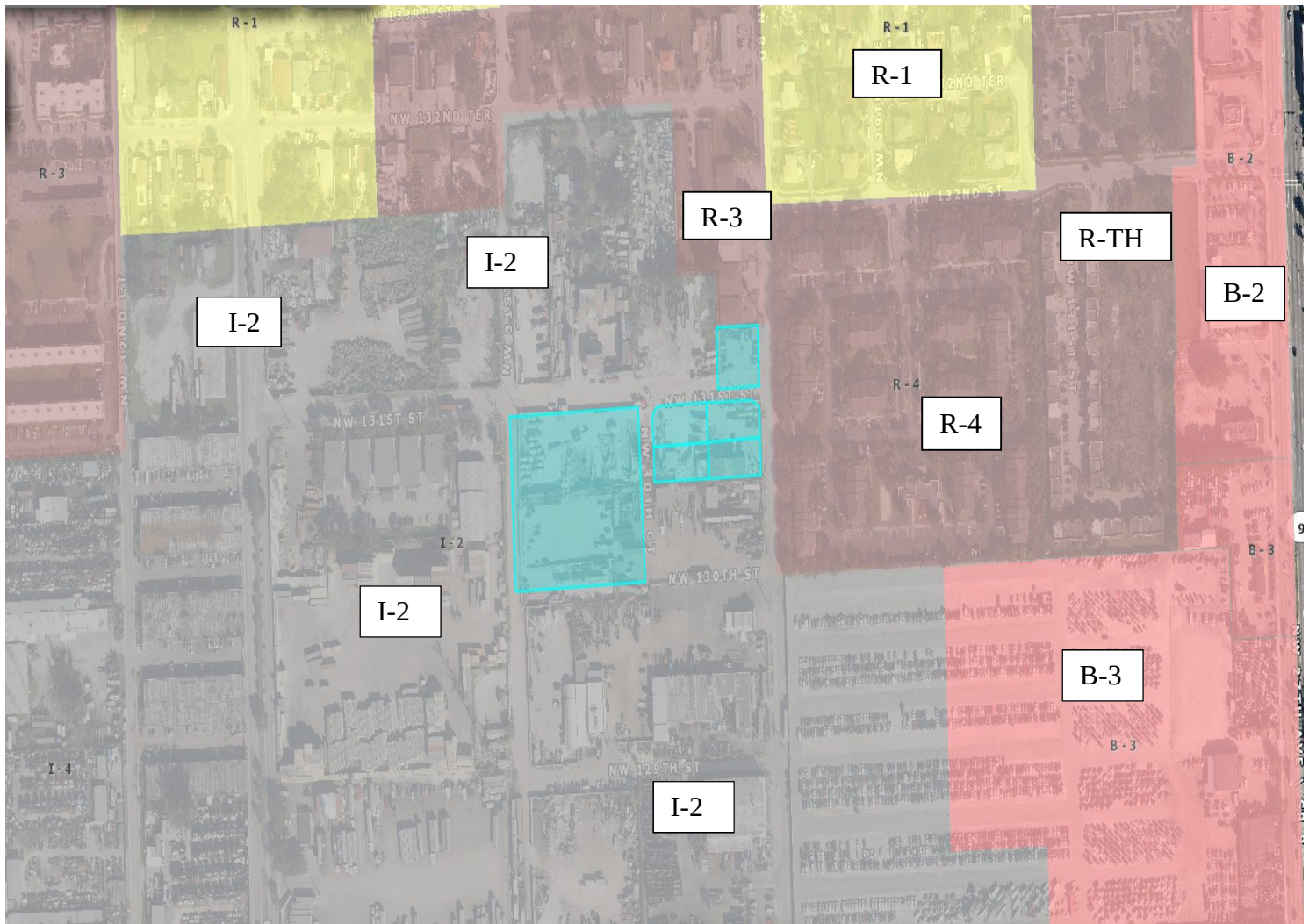
- Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial properties to the west and industrial uses to the north and South with ingress and egress to the site on NW 131st Street.
- No Sidewalk alongside the north edge of the Property on NW 131st Street, or the west edge on NW 31st Avenue.
- Across the street, (West of) from Aswan Villas, a multi-family residential development.
- Property is currently utilized as a concrete batching and finished concrete production company facility.

Surrounding Zoning Designation Map

The Site is Highlighted in image



Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Industrial/Residential	Industrial/Residential	I-2/ R-3
South	Industrial	Industrial	I-2
East	Residential	ROW (30 th Avenue)/ Residential	R-4
West	Industrial	Industrial	I-2

- 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 'Concrete Batching Plant and Finished Concrete Production Company Facility' 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 21,215 square feet. *(Please see attached Landscape Plan for Trees detailed information).*
- Fence: All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.
 - **Findings:**
 - The Applicant is may install a fence or a wall in accordance with the LDR.
- Future Land Use: Industrial (Communications, water and sewer facilities, electrical as needed).
 - **Findings:**
 - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES
- I-2 (Industrial Planned) Permitted Uses: Project Specific: *Concrete Batching Plant and Finished Concrete Production Company Facility*

COMPLIES

 - **Findings:**
 - According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for Cement and clay products production which is permitted within an I-2 zoning district. This request is for Tentative Plat Approval.
- 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 received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Variance Request 2. Special Exception Site Plan Review 3. Tentative Plat
4. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, November 17th, 2020

IV. 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

V. **Staff Recommendation:**

- Staff recommend approval of this Tentative Plat pending the review and the following other approvals:
 - Must comply with Miami-Dade County Tentative Plat Procedures, Chapter 28.
 - Any other applicable agencies or entities as required by Miami Dade County Code Chapter 28
 - Address all Miami-Dade County's input/recommendations as appropriate
 -

VI. **Attachments:**

- Site Plan

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	

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2020-11-17-03,

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: ADMI FOR 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 FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

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 Concrete Batching Plant and Finished Concrete Production Company Facility.

"ALL EXISTING, PROTECTED TREES WILL REMAIN AND BE PROTECTED DURING CONSTRUCTION" (BY GENERAL CONTRACTOR)

LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

NOTE:

1. LANDSCAPE CONTRACTOR SHALL CALL THE LANDSCAPE ARCHITECT FOR A FINAL COMPLIANCE INSPECTION 72 HOURS MINIMUM REQUEST BEFORE INSPECTION IS SCHEDULED, CALL (561)758-7707 AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

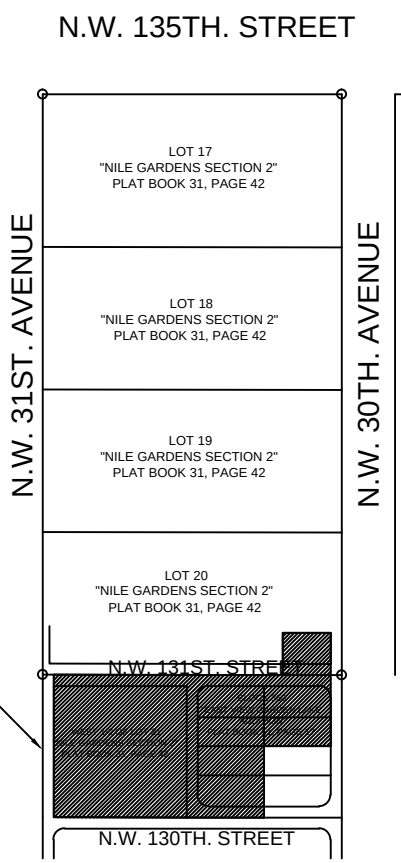
Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Limits of Existing Concrete Batching and Finished Concrete Product Production

Adjacent Zoning = I-2

LOCATION MAP



PROJECT LOCATION
650 NW 30TH AVE.

NOTE:

ALL NEW TREES/PALMS SHALL BE INSTALLED IN COMPLIANCE WITH "FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE"

TREE BARRICADE NOTES:

- ALL EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY.
- EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.
- NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED INSIDE TREE BARRICADES.
- TOPSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE (SEE SOIL PLANTING SPECIFICATIONS).
- TREE REMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.
- ALL PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO GOOD NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN ROOT PRUNED. FILL TRENCH WITH FIBROUS MATERIAL, SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TORN ROOTS SHALL BE TRIMMED TO SOLID WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND. LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TEMPORARY IRRIGATION EVERYDAY FOR THE FIRST MONTH THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE. TRANSPLANT TREES W/ 60" TREE SPAD, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 BIGGER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH , OR SLIGHTLY HIGHER (+ - 1") THAN THE FINISHED GRADE.
- PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE, HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).
- A TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION OR UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.
- LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.
- CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

TREE BARRICADE DETAIL

A 3'x2"x2"
B SNOW FENCE (TYP.)
C 4'-5'

LANDSCAPE PLAN

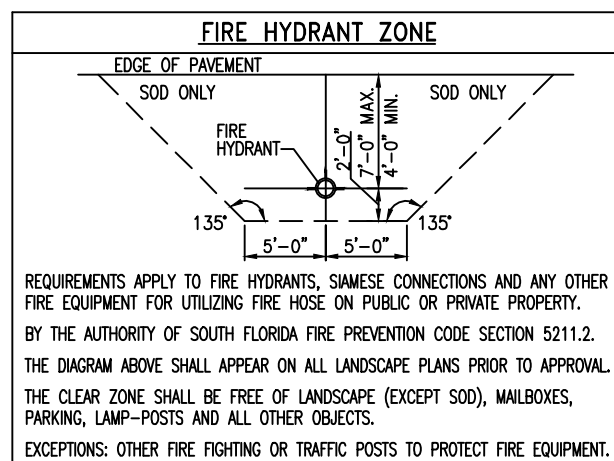
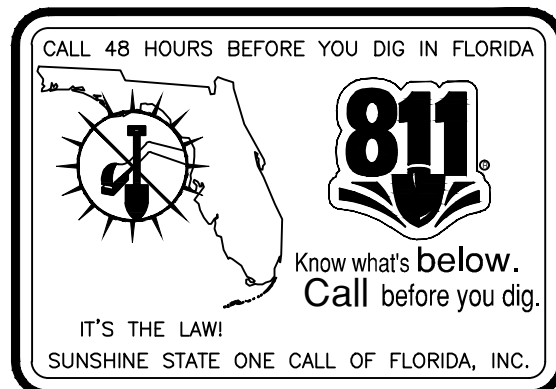
SCALE: 1" = 30'-0"

DROUGHT TOLERANCE= SFWM
* MODERATE
** VERY

FLORIDA -FRIENDLY LANDSCAPING & DESIGN SHALL BE UTILIZED GREEN BUILDING ORDINANCE REQUIRED SECTION 151.153#16 80% OF PLANTS, TREES, AND GRASSES PER "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RECOMMENDATIONS (LATEST EDITION).

LANDSCAPE LEGEND

DROUGHT TOLERANCE	NATIVE	CODE	AMOUNT	BOTANICAL NAME / COMMON NAME	SIZE	REMARKS
**	YES	LIV	35	QUERCUS VIRGINIANA/ "HIGHRISE" LIVE OAK	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	ILE	18	ILEX CASSINE / DAHOON HOLLY	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	SAB	12	SABAL PALMETTO / CABBAGE PALM	14'-16'-18' C.T.	F.G. 12"-14" CALIPER
**	YES	CON	33	CONOCARPUS SERICEUS / SILVER BUTTWOOD	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	NO	LAG	13	LAGERSTROEMIA INDICA / CRAPE MYRTLE	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	YES	CHR	865	CHRYSOBALANUS ICACO / "GREEN COCOPLUM"	24"x18" 3 GAL	24" O.C. (FULL TO BASE)
**	YES	VOM	100	ILEX VOMITORIA / YAUPOIN HOLLY	14"x12" 3 GAL	24" O.C. FULL



LANDSCAPE LEGEND CHAPTER 18A - ORDINANCE 98-13			
ZONE DISTRICT: INDUSTRIAL I-2 (INDUSTRIAL PLANNED) CEMENT AND CLAY PRODUCTS*-SEE SP-1	NET LOT AREA	166,498.00(SQ.FT.)	ACRES 3.82
OPEN SPACE			
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED ON SITE PLAN:	REQUIRED	10.00%	13.00%
NET LOT AREA= 166,498.00 S.F. X 10%= 16,649.80 S.F.			
B. SQUARE FEET OF PARKING LOT OPEN SPACE REQUIRED BY SECTION 8.2, AS INDICATED ON SITE PLAN:	130		130
NUMBER OF PARKING SPACES 13 X 10 S.F. PER PARKING SPACE=			
C. TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY SECTION 8.2: A+B=	16,779.80		21,215.00
LAWN AREA CALCULATION			
A. 16,779.80 TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY ORD. 11000:	16,779.80		21,215.00
A. MAXIMUM LAWN AREA (SOD) PERMITTED= .20% X 3,355.96 S.F.	3,355.96		3,355.96
TREES			
A. NUMBER OF TREES REQUIRED PER NET LOT ACRE, LESS EXISTING NUMBER OF TREES MEETING MINIMUM REQUIREMENTS=	57		71
15 TREES X 3.82 NET LOT ACRES=NUMBER OF EXISTING TREES (55)=			
B. % PALMS 2:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	54		12
% PALMS 1:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	27		0
C. % NATIVES REQUIRED: NUMBER OF TREES PROVIDED X 30%=	27		72
D. % DROUGHT TOLERANT AND LOW MAINTENANCE: NUMBER OF TREES PROVIDED X 20%=	18		72
E. STREET TREES (MAXIMUM AVERAGE SPACING OF 35' O.C.): 875.00 LINEAR FEET ALONG STREET/35=	25		25
F. STREET TREES LOCATED DIRECTLY BENEATH POWER LINES (MAXIMUM AVERAGE SPACING OF 25' O.C.): 208 LINEAR FEET ALONG STREET/25=	8		9
SHRUBS			
A. NUMBER OF SHRUBS REQUIRED: NUMBER OF TREES REQUIRED X 10=	900		965
B. % NATIVE SHRUBS REQUIRED: NUMBER OF SHRUBS PROVIDED X 30%=	270		965
C. % DROUGHT TOLERANT AND LOW MAINTENANCE REQUIRED: NUMBER OF SHRUBS PROVIDED X 20%=	180		965

Michael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:30:06 -0400
Richard Bartlett Landscape, Inc.
14417 Stirrup Lane
Wellington, FL 33414
Tel: (561) 758-7707
Fax: (561) 758-7707
MICHAEL E. RAWLS
LANDSCAPE ARCHITECT
PLAT BOOK 31, PAGE 42
EMAIL: rb@rctchardbartlettlandscape.com

THANKS
consulting
Engineers, Inc.
7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

RELEASE INFO
2019-08-28 Opa-Locka Site Plan

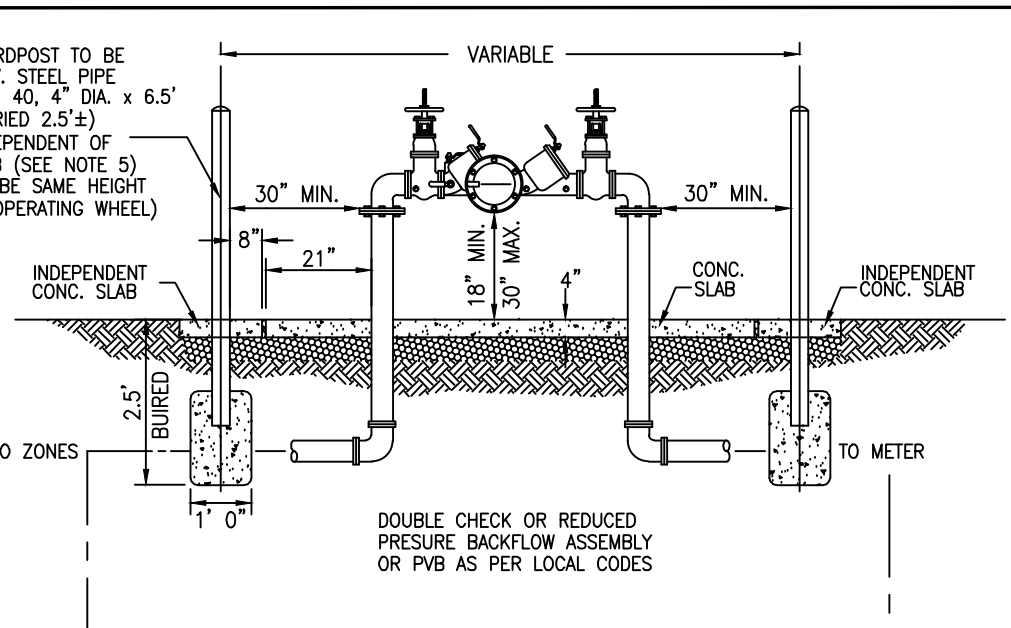
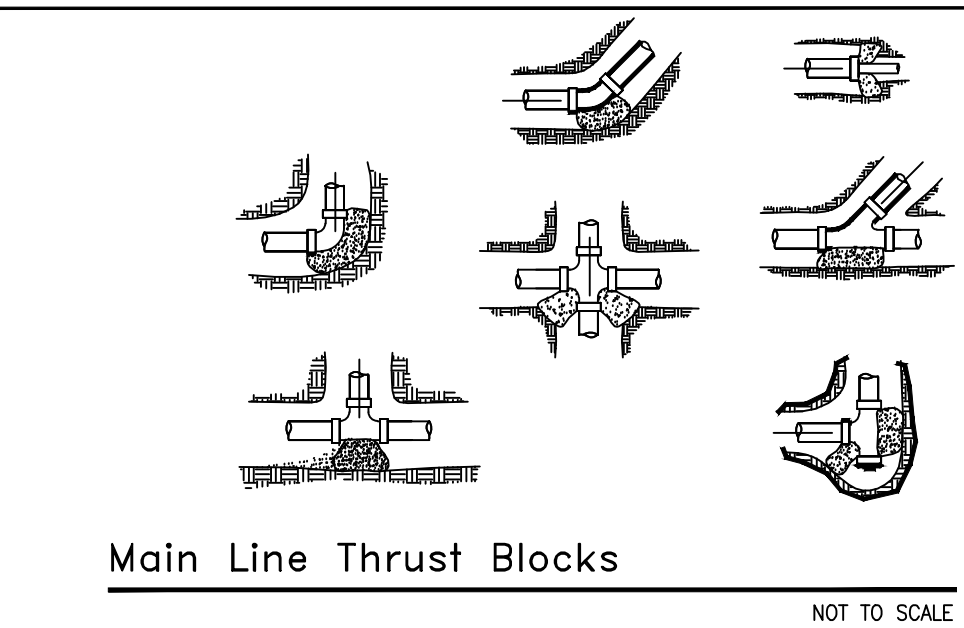
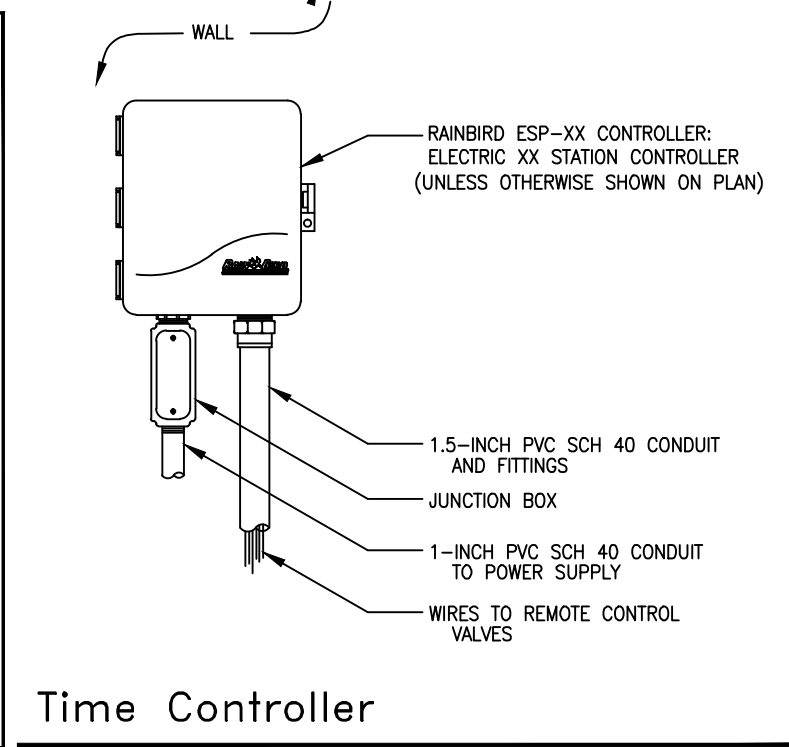
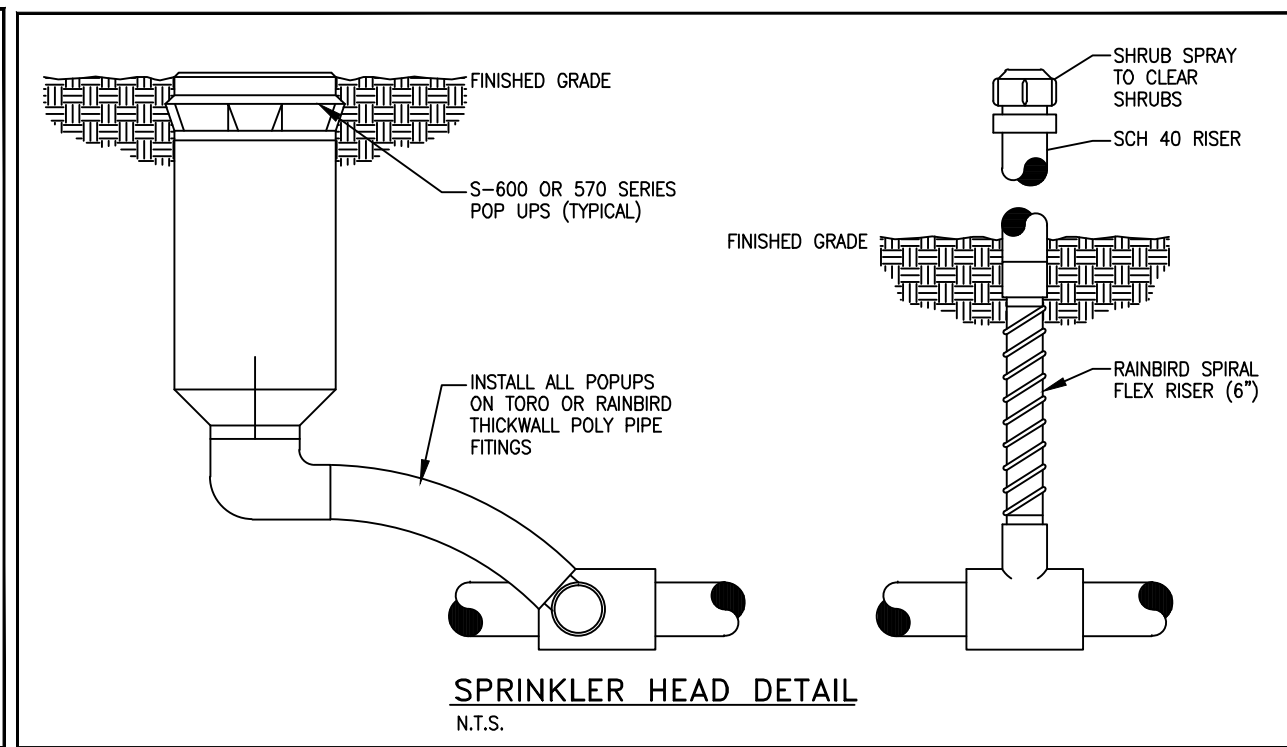
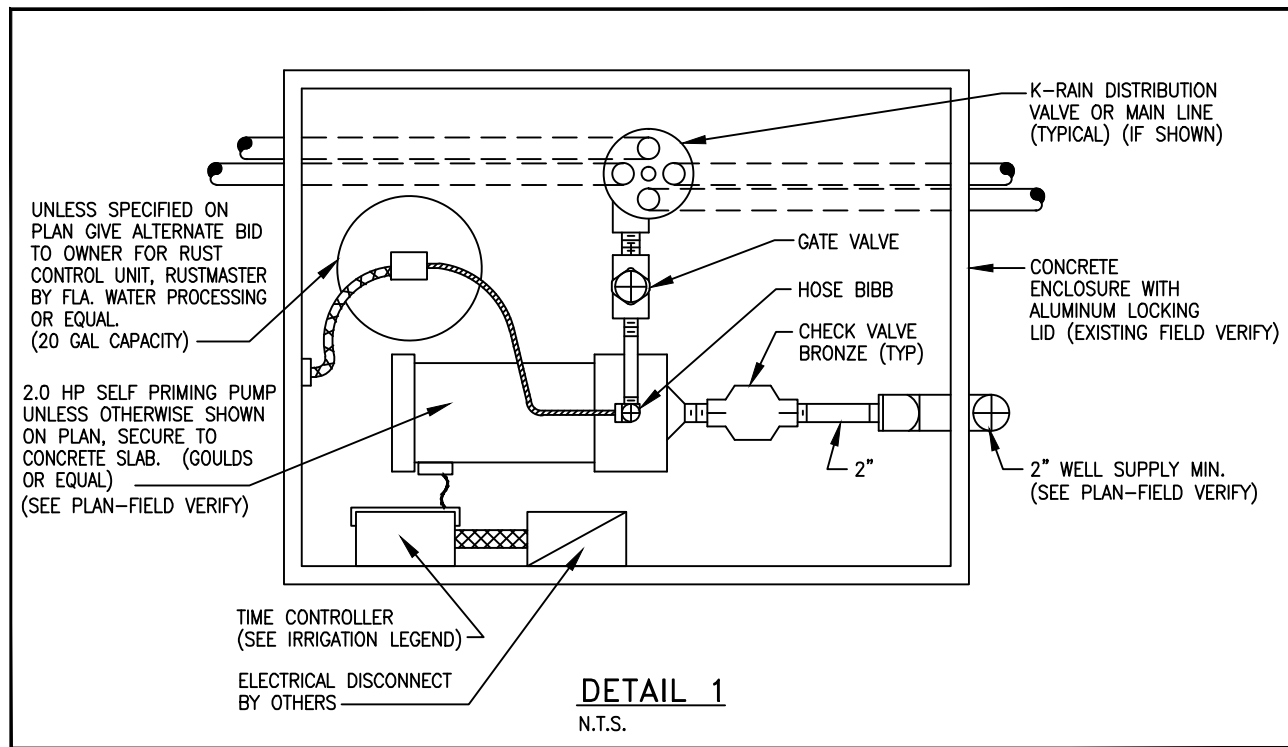
REVISIONS
2020-02-13 City Comments
2020/8/28 Updated Survey

AMD USA Inc.
13050 NW 30th Avenue
LANDSCAPE PLAN

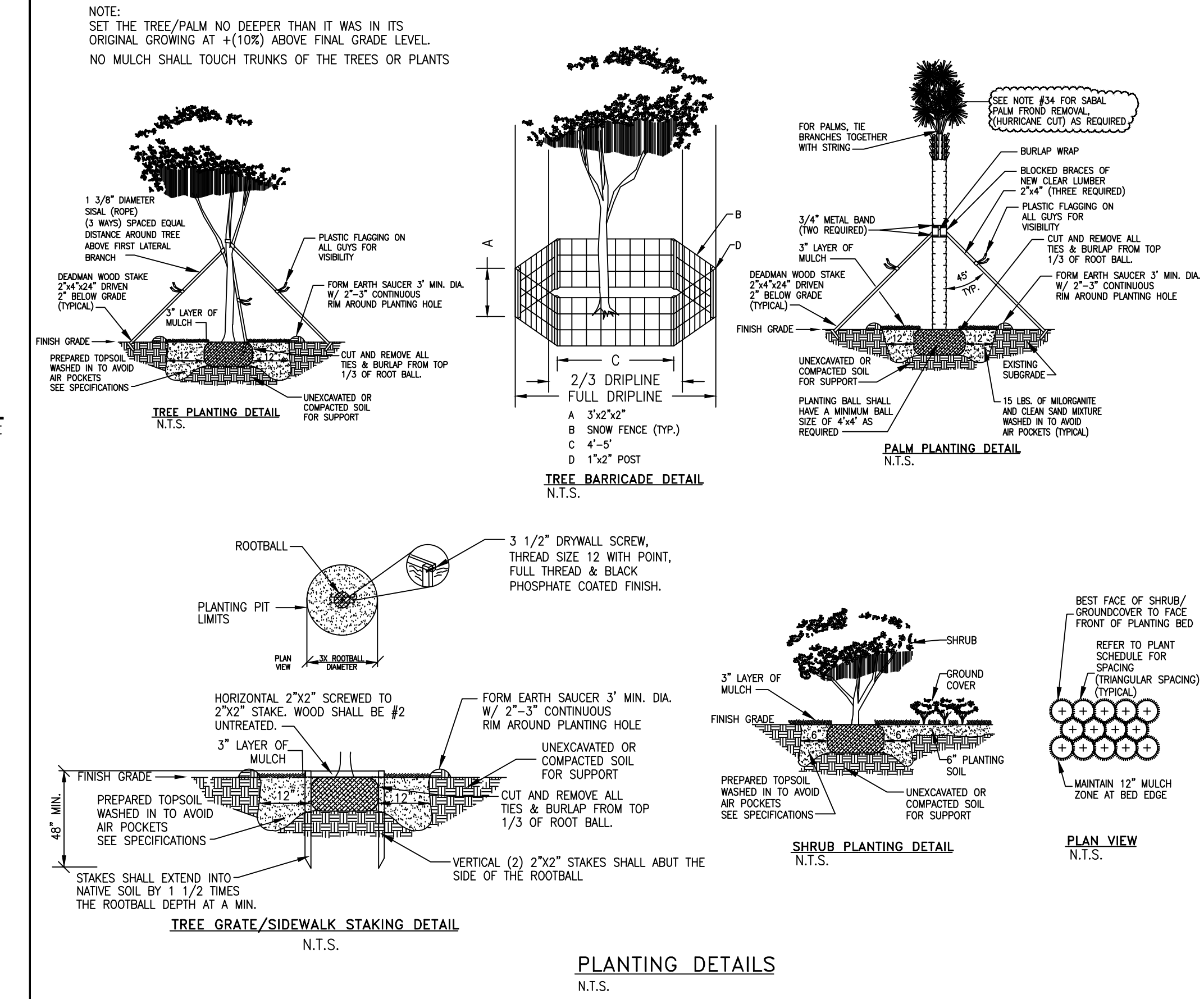
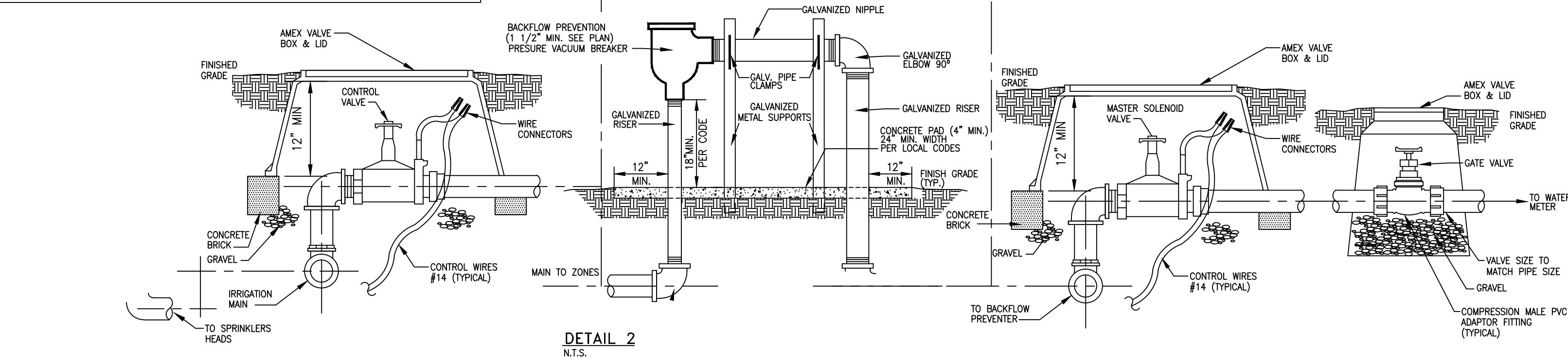
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REV: 20-10-2147
SCALE: 1" = 30'

Sheet No:
L-1

NOT TO BE FILED FOR RECORDS UNLESS SIGNED
DATED AND WITNESSED WITH THE SEAL OF
GLEN A. HANKS
FLORIDA P.E. #153652
FOR THE FIRM



- NOTE:**
1. THE ASSEMBLY MUST BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCE OF 18" MIN.-30" MAX. FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
 2. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE ON THE APPROVED LIST OF FOUNDATION FOR CROSS CONNECTION CONTROL, UNIVERSITY OF CALIFORNIA. CONTRACTOR TO PROVIDE MANUFACTURER'S CERTIFICATION OF U.S.C. APPROVAL.
 3. ALL BACKFLOW PREVENTION ASSEMBLIES 3" AND SMALLER SHALL BE FACTORY ASSEMBLED INCLUDING SHUT OFF VALVE AS REQUIRED BY U.S.C. FOUNDATION FOR CROSS CONNECTION CONTROL STANDARDS. ON DEVICES 4" AND LARGER SHUT OFF VALVE MAY BE REMOVED FOR SHIPPING AND FIELD REINSTALLED.
 4. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION APPROVED BY CITY AND OR COUNTY PUBLIC UTILITIES. LOCATIONS INSIDE BUILDING OR WITH OTHERWISE RESTRICTED ACCESS WILL NOT BE APPROVED.
 5. GUARDPOSTS OR PROTECTIVE ENCLOSURE MAY BE REQUIRED DEPENDING ON SITE CONDITIONS, BY GENERAL CONTRACTOR IF REQUIRED.
 6. INSTALL ADJUSTABLE PIPE SUPPORTS WHERE INDICATED. SUPPORT (TYP.) WILL NOT BE REQUIRED ON INSTALLATIONS 2" AND SMALLER.

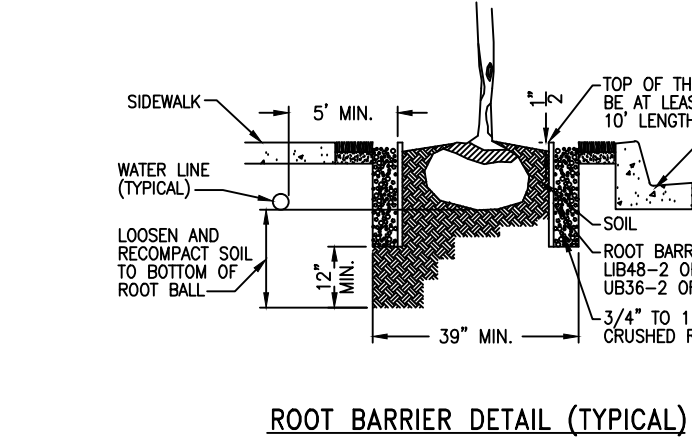
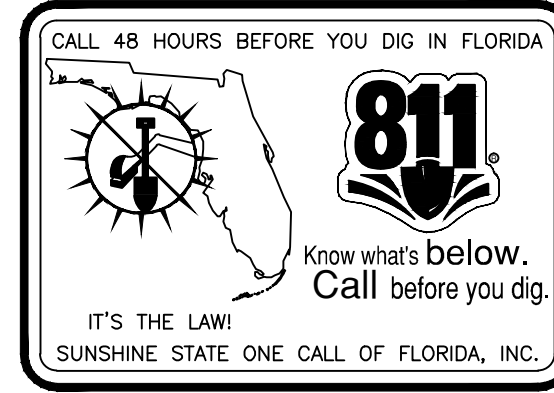


LANDSCAPE SPECIFICATIONS

1. CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
2. EXACT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK.
3. LANDSCAPE PLANS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR FEATURE INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
4. ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
5. ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
6. ALL SOD TO BE ST. AUGUSTINE FLORATAM SOLID, UNLESS OTHERWISE NOTED.
7. ALL BED AREAS TO RECEIVE A 3" LAYER OF EUCALYPTUS MULCH // FLORIMULCH, & SHALL BE A MIN. OF 1'-0" WIDER THAN PLANTS (MEASURED FROM OUTSIDE OF FOLIAGE).
8. ALL TREES TO RECEIVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
9. ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
10. LANDSCAPER TO FURNISH ALL MATERIALS AND LABOR INCLUDING PLANTS, MULCH, TOP DRESSING, SOIL PREPARATION, DECORATIVE ITEMS (IF SHOWN), INSPECTIONS, TRANSPORTATION, WARRANTY, PERMITS, ETC. NECESSARY FOR COMPLETION OF ALL LANDSCAPING REQUIRED HEREIN EXCEPT IF DESIGNATED TO BE BY OTHERS.
11. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
12. OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
13. LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
14. PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS. THEY SHALL HAVE HEALTHY NORMAL ROOTS AND SHALL NOT BE ROOT BOUND. QUALITY AND SIZE: ALL PLANT MATERIALS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
15. ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
16. PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
17. OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
18. LANDSCAPER SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE DAILY. THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES WHILE WORK IS IN PROGRESS.
19. THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE PLANS AND SPECIFICATIONS AND WILL BE RESPONSIBLE FOR ALL MEASUREMENTS EXERCISING SPECIAL CARE IN LAYING OUT WORK TO KEEP WITHIN PROPERTY LINES AND RECOGNIZING EASEMENTS. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY ERRORS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN LAYOUTS.
20. METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO INSURE ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
21. PLANT MATERIALS ABBREVIATIONS ON THE PLANT LIST: FG (FIELD GROWN); CT (INDICATES CLEAR TRUNK MEASUREMENT FROM THE TOP OF BALL TO FIRST BRANCHING OR BASE OF THE LOWEST FROND); GAL (GALLON CAN); 3 GAL (3 GALLON CAN); OA (INDICATES OVERALL HEIGHT FROM TOP OF BALL TO MID POINT OF CURRENT SEASON'S GROWTH); SPR (INDICATES SPREAD); HVT (INDICATES HEAVY); MIN (INDICATES MINIMUM).
22. SUBSTITUTION: PLANT SUBSTITUTION REQUESTS, FOR PLANT MATERIAL NOT OBTAINABLE IN THE TYPE AND SIZES SPECIFIED SHALL BE MADE PRIOR TO SUBMISSION OF BIDS. ALL SUBSTITUTION REQUESTS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION AND APPROVAL. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO KNOW WHERE THEY CAN OBTAIN ALL MATERIAL AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
23. THE CONTRACTOR'S GUARANTEE SHALL NOT APPLY IN THE EVENT OF FIRE, FLOOD, HURRICANE, WINDSTORM, OR OTHER "ACTS OF GOD" OR DAMAGES TO LANDSCAPING IN PROGRESS CAUSED BY ANY PERSONS OTHER THAN THOSE PERSONS UNDER THE DOMINION AND CONTROL OF THE CONTRACTOR.
24. SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+1") THAN THE FINISHED GRADE.
25. DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

IRRIGATION SPECIFICATIONS

1. HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
2. ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
3. ALL LATERALS MUST BE PVC SCH 200 AND BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
4. PROVIDE SLEEVES UNDER PAVEMENT PRIOR TO INSTALLATION OF SAME. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PLUMBING BUILDING CODE APPENDIX (F) PART V-A-1: PIPE SIZE (INCHES) DEPTH OF COVER (INCHES) 1/2-2 1/2 18"-24" 3-5 24"-30" 6 AND LARGER 30"-36"
5. CONTRACTOR TO SIZE PIPING (UNLESS OTHERWISE SHOWN) AND ADJUST SPRAY HEADS LOCATION TO CONFORM WITH WATER REQUIREMENTS OF ACTUAL LANDSCAPING FOR ADEQUATE WATER COVERAGE.
6. IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS AND MAINTAIN A 50% MIN. OVERLAP USING RUST FREE WATER.
7. IRRIGATION CONTRACTOR TO PROVIDE 35 PSI AT ALL HEADS.
8. HEADS TO BE INSTALLED IN PLANTERS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
9. IRRIGATION CONTRACTOR TO FURNISH CONTROLLER TIME CLOCK TO BE LOCATED IN EXISTING PUMP ENCLOSURE OR APPROVED LOCATION; SEE DETAIL.
10. BUILDING CONTRACTOR TO SUPPLY ELECTRICAL HOOK UP.
11. ALL WORK MUST BE DONE AS PER LOCAL CODES. CODES AND STANDARDS: ALL WORK SHALL BE INSTALLED AND COMPLY WITH "FLORIDA BUILDING CODE APPENDIX (F) PART V-A-1.", INCLUDING ORDINANCES AND REGULATIONS OF ALL GOVERNING AUTHORITIES. WORK ALSO SHALL COMPLY WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) .
12. SYSTEM IS TO BE DESIGNED (IF NOT SHOWN ON PLAN) AND INSTALLED BY A QUALIFIED, LICENSED, AND INSURED LANDSCAPE IRRIGATOR.
13. SPRINKLER SYSTEM SHALL BE GUARANTEED FOR ONE YEAR AGAINST MECHANICAL DEFECTS.
14. IRRIGATION CONTRACTOR TO USE #14 DIRECT BURIAL LOW VOLTAGE WIRE AND INSTALLED UNDER SIDE OF MAIN LINES, TO INSURE PROTECTION AND LOCATING OF SAME. SLEEVED UNDER PAVEMENT AND WALKS. SPLICED ONLY AT VALVE LOCATIONS. ALL SPLICES SHALL BE MADE WATER PROOF. CONTROL WIRES SHALL BE COLOR CODED. ONE EXTRA WIRE SHALL BE RAN WITH EACH ZONE VALVE. IF K-RAINS NOT REQUIRED SEE PLAN FOR VALVE LOCATIONS.
15. ALL IRRIGATION LINE LOCATIONS SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, PLANTINGS AND STRUCTURES AS REQUIRED.
16. IRRIGATION CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION OR UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE IRRIGATION CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
17. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC IRRIGATION SYSTEM USING POP-UP SPRINKLERS. SYSTEM SHALL PROVIDE 100% COVERAGE WITH A 50% OVERLAP (MINIMUM) USING RUST FREE WATER, EXCEPT PRESERVED AREAS REMAINING IN NATURAL STATE. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED THAT WILL OVERRIDE THE IRRIGATION SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON IMPERVIOUS SURFACES AND/OR BE DESIGNED OR INSTALLED TO THROW WATER OVER IMPERVIOUS SURFACE SUCH AS SIDEWALKS, ETC.. HOURS OF OPERATION FOR ALL IRRIGATION SYSTEMS SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR AS MAY BE FURTHER RESTRICTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.



- NOTE:** A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITHIN 10' OF A PAVED SURFACE, STORM SEWER OR INFRASTRUCTURE.
- 1) PANEL 0.085 THICK POLYPROPYLENE
 - 2) ZIPPER JOIN SYSTEM
 - 3) ROUNDED EDGES
 - 4) 24" DEPTH
- NOTE:** BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES. FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND

TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
●	CENTER STRIP - 4" CST	4'x30'	1.20	.68 IN/H
■	HALF - 15' H	15' RAD	2.00	1.29 IN/H
▲	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
●	END STRIP - 4" EST	4'x15'	0.60	.34 IN/H
▲	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
■	SIDE STRIP - 4" SST	4'x30'	1.45	.75 IN/H
●	FULL - 15' F	15' RAD	4.00	1.95 IN/H
●	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
□	2 HP STARTER SELF PRIMING PUMP, MODEL #04J, DELIVERING 55 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP STARTER			
●	TORO SERIES LOW VOLTAGE CONTROL VALVES 1" & 1 1/2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
---	1 1/2" SCH. 40 PVC MAIN LINE AS SHOWN			
☐	RAIN BIRD ESP-SMto WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
[R]	TORO RAIN SWITCH MODEL # 850-74			
⊕	2" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
⊕	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET-DETAIL #1			

Michael E. Rawls
 Digitally signed by Michael E. Rawls
 Date: 2020.10.15 10:37:36 -0400
 RICHARD BARTLETT LANDSCAPE, INC.
 14417 STERUP LANE
 WELLSVILLE, FL 33414
 TEL: (863) 756-7707
 LANDSCAPE ARCHITECTURE
 MICHAEL E. RAWLS FL#40001633
 EMAIL - rb@richardbartlettlandscape.com

RELEASE INFO

2019-08-28 Opa-Locka Site Plan

REVISIONS

2020-02-13 City Comments
 2020/8/28 Updated Survey

AMD USA Inc.

13050 NW 30th AVENUE

SPECIFICATIONS SHEET

JOB NO. 180201
 88-20-10-2147

SCALE: 1" = 30'

Sheet No:

L-3

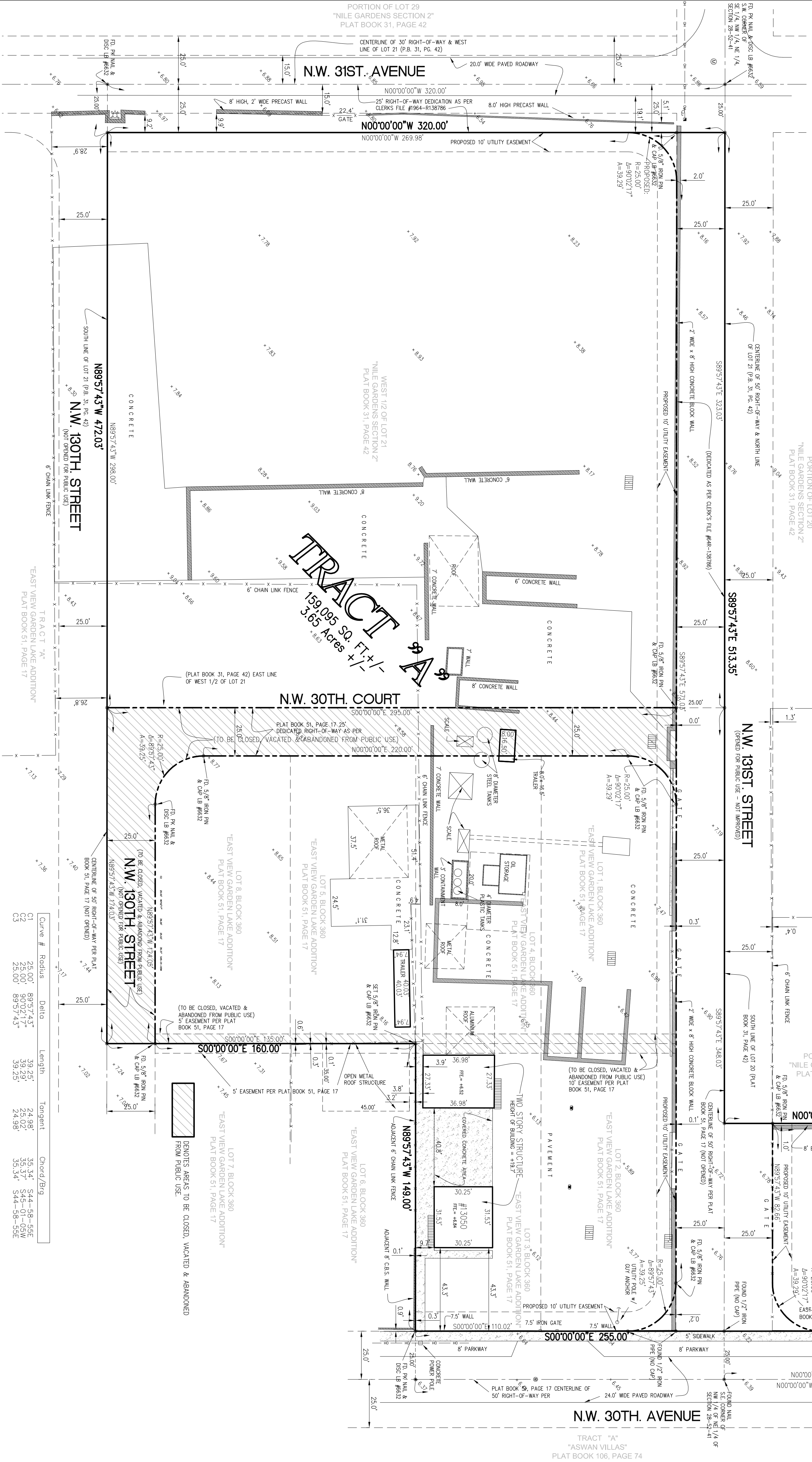
NOT TO BE FILED FOR RECORD UNLESS SIGNED, DATED AND WITNESSED BY THE ISSUING SEAL OF
 GLEN A. HANKS
 FLORIDA P.E. #33852
 FOR THE FIRM



BOUNDARY & TOPOGRAPHIC SURVEY OF TENTATIVE PLAT OF

"AMDI USA TRACT"

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND 8, BLOCK 360 OF, "EAST VIEW GARDEN LAKE ADDITION", AS
RECORDED IN PLAT BOOK 51 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,
AND WEST 1/2 OF LOT 21 AND A PORTION OF LOT 20 OF, "NILE GARDENS SECTION 2", AS RECORDED IN
PLAT BOOK 31 AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
LYING IN THE NE. 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA



LEGEND

—+—+—+—	Wood Fence
—+—+—+—	Existing Elevation
—+—+—+—	Chain Link Fence
—+—+—+—	Iron Fence
—+—+—+—	Electric Box
—+—+—+—	Sanitary Manhole
—+—+—+—	Sprinkler Pump
—+—+—+—	Wood Pole
—+—+—+—	Conc. Pole
—+—+—+—	Light Pole
—+—+—+—	Fire Hydrant
—+—+—+—	Water Valve
—+—+—+—	Hand
—+—+—+—	Electric Meter Box
—+—+—+—	Cable TV Box
—+—+—+—	Traffic Sign
—+—+—+—	Record
—+—+—+—	Residence
—+—+—+—	Gas Valve
—+—+—+—	Monitoring Valve
—+—+—+—	Monitoring Valve
—+—+—+—	Utility Easement

CONTACT INFORMATION

OWNER: AMDI USA INC.
CONTACT: ALEX OROZCO c/o FRANK VEGA
TEL: (786) 229-7148
EMAIL: FVEGA@ATLANTICTRUCKINGUS.COM

SURVEYOR:

PABLO ALFONSO, PSM
ROYAL POINT LAND SURVEYORS
6175 NW 153rd STREET SUITE 321
MIAMI LAKES, FL 33014
OFFICE: (305) 822-6062
FAX: (305) 827-9669
EMAIL: INFO@ROYALPOINTLS.COM

LEGAL DESCRIPTION:

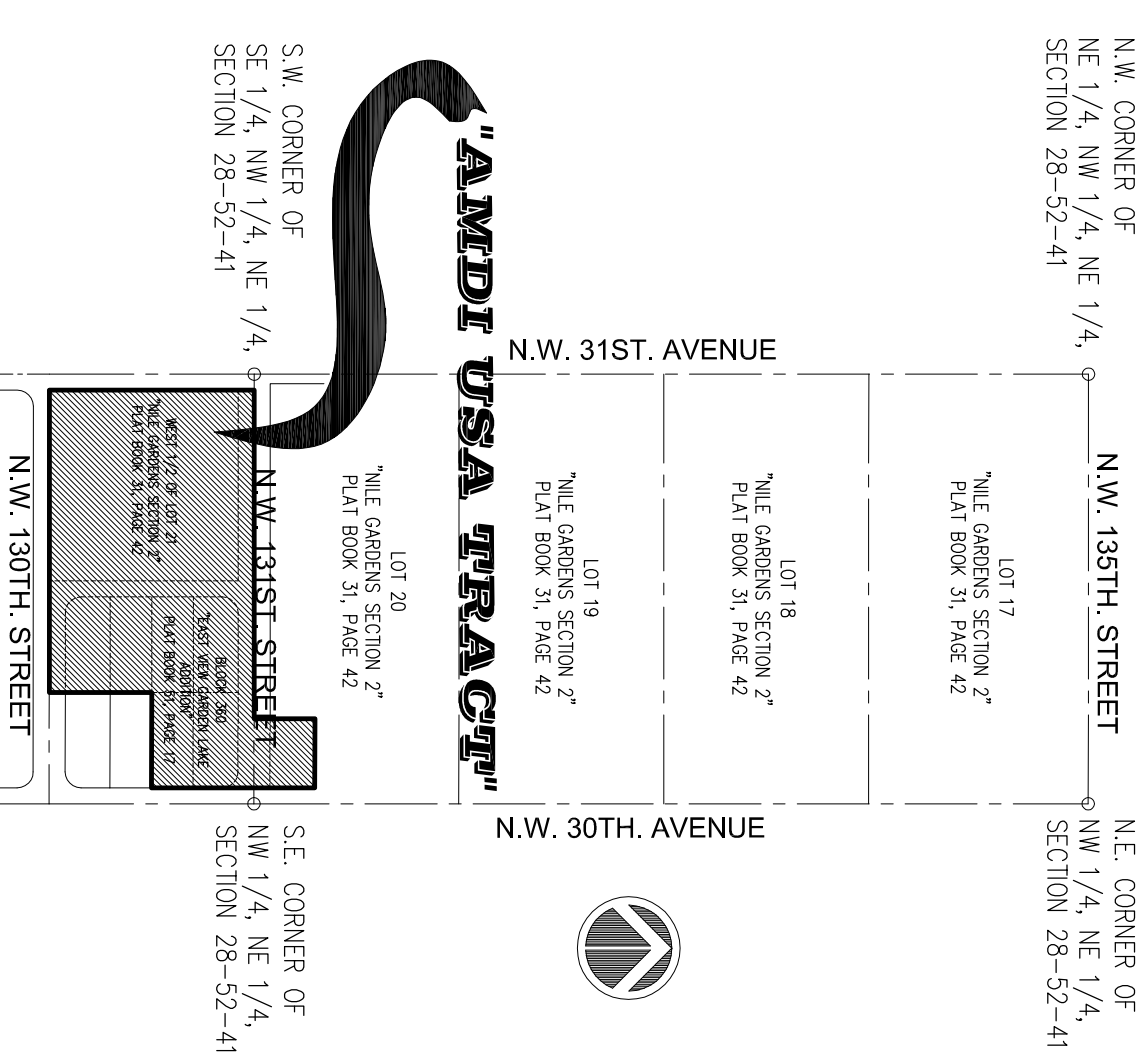
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH: Tract 21, "NILE GARDENS, Section 1 and 11" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section 1 and 11", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

PROPERTY ADDRESS:

Property Address: 13050 NW 30th Avenue, OPA LOCKA, FL 33054
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-004-0330
Tax Folio #08-2128-004-0330

PORTION OF THE WEST 1/2 OF NE. 1/4, SECTION 28-52-41 LOCATION SKETCH SCALE: 1" = 300'



SURVEYORS NOTES:

- The legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
- An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's file No.: 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
- Accuracy: The expected use of the land, as classified in the Standards of Practice (53-177AC), is "Residential Subdivision". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- All measurements shown herein are made in accordance with the United States Standard Feet.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Underground utilities are not depicted herein. The appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
- The surveyor does not determine fence and/or wall ownership.
- Oversight subjects to: OPINION OF TITLE.
- Type of Survey: BOUNDARY / TOPOGRAPHIC SURVEY.
- The North arrow and bearings shown herein are based on a bearing of N.00°00'00"E along the East line of Block 360 of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are based on this line.
- Flood Zone Data: Community / Panel #10657/0138/L District 9/11/2009
Flood Zone: "M" & "X" Base Flood Elevation = +3.70'
14. Elevations shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
15. Benchmark Used: Miami-Dade County Benchmark #41-463-NE. Elevation = +3.88'
16. Legal Description shown herein as per above noted the commitment.
17. Present Zoning: L-2 (Industrial Planned District)
18. Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
19. Subject property has access to a public right-of-way: NW 30th Avenue & NW 31st Avenue
20. Flood Criteria: +6.3' (as shown on AMENDED PLAT OF FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida.)
- 21) Site Development Data: Number of Tracts = 2
Tract "A" = Existing Structures to remain. Usage: Heavy Equipment Storage
Tract "B" = Surface Parking Area
Total Building Area = 2200 square feet (existing)
- 22) All utilities are available for this site.
- 23) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named herein.
- 24) The express purpose of this plat is to close, vacate and abandoned for public use portions of NW 30th Court, NW 130th Street and 10 utility easement.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT: In the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers (F.B.P.S.M.) Chapter 17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28, Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

BY: PABLO ALFONSO, Professional Surveyor & Mapper No. 5680
State of Florida 06/09/2018
Date of Survey
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

NO.	DATE	DESCRIPTION	BY	APP.	DESCRIPTION
RECORD OF REVISION					
1	6/12/2018	FIELD BOOK: 1P18-0680			
SCALE: 1" = 30'					
CHECKED: P.J.A.					
DRAWN: J.G.					
SHEET: 1					
OF 1 SHEET					
PREPARED FOR: AMDI USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA					
TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT					
L.B.# 7282 6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669					



July 10, 2019

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

As you are aware, the AMDI USA Inc. site at 13050 NW 30th Avenue, Opa-Locka has operated as a concrete batching plant for more than 15 years and is nonconforming in many aspects. To facilitate the site plan review, non-conforming components or aspects of the site are identified below; including a description of the requirement, the degree or extent of the non-conformity and the steps taken as part of this site plan process to mitigate or reduce the overall non-conforming nature of this site through variances, special exceptions and site design.

1. This site spans and utilizes portions of unimproved right of way. In order to plat, site plan and develop the property, the applicant requests the vacation of portions of NW 30th Court between NW 130th and NW 131st Streets along with the vacation of portions of NW 130th Street, west of NW 30th Avenue. These are shown on the T-Plat. The right of way being vacated is also shown on the site plan.
2. Concrete production is a (special exception) conditional use in the I-2 district. By operating without conditional use approval, concrete production is non-conforming and cannot be expanded. Conditional use approval for concrete production (the existing and current use of the property) is requested as part of this application.
3. Setbacks. The require setback (east) to residential zoned districts is 50 ft. where 40'5" is provided. The required rear setback (south) is 25 ft., 3'9" is provided. Please advise whether a variance or acknowledgement of legal non-conforming status is the appropriate mechanism to formalize these conditions.
4. Buffers 30 ft wide are required to the north and east of Parcel B, between the parking and residential zoned properties. Buffers equal or greater than 30 ft. are provided except at the vehicle turn around, where 25 ft. is provided. A variance allowing a minimum buffer of 25 ft. where 30 ft. is required is being requested.
5. The site plan is phased to accommodate the departure of the existing tenant and truck storage use on Phase 2. Phase 1 covers the concrete plant, buildings, concrete truck parking and a small storage area for finished product. Phase 2 of the site plan incorporates additional (cement truck) parking and additional outdoor storage for

finished product. Phase 2 is to be implemented following the vacation of the premises by the lease holder.

The site plan depicts the area being utilized for the industrial activity, however not all components associated with the concrete batching operation are shown within the designated industrial activity area. Thank you for your assistance. If you have any questions concerning the proposed site plan, please contact this office.

Regards,

Glen A. Hanks, P.E.
Senior Professional

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

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, AMDI USA, Inc. ("Applicant") desires to continue the operation of their concrete batching plant on this eight parcel development site ("Property"), in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Property consists of two (2) gross acres. Access to the Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. The western portion of NW 131st Street will be vacated and therefore not available for vehicular traffic. The existing buildings and operation of the Property will remain and continue (in an improved state) in the same previous manner; and

WHEREAS, in accordance with Section 22-60 of the City's Land Development Regulations, Ordinance 15-31, the use of the Property to produce cement and clay products requires the approval of a special exception application; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the City's Land Development Regulations (as well as the Miami-Dade County Code of Ordinances) and to illustrate all non-conforming aspects of this operation. The Applicant will take steps to mitigate or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, the Applicant seeks to obtain Final Site Plan Review approval in the accordance with the requirements of the City of Opa-Locka for the operation of a concrete batching plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 in the I-2 Zoning District; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the Special Exception Site Plan request by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Final Site Plan Review attached hereto as Exhibit "A" to this Resolution.

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL

Approval of Site Plan. The City Commission of the City of Opa-Locka hereby approves a request for Final Site Plan Review for operation of a Concrete Batching Plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) 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) _____

POLITICS

Góngora drops reelection bid; total of 14 candidates qualify for Miami Beach election

BY MARTIN VASSOLO
mvassolo@miamiherald.com

The ballot is now set for Miami Beach’s Nov. 2 election, with a total of 14 candidates qualifying Friday to campaign for three commission seats and the mayor’s job. The biggest wildcard leading up to the qualifying deadline, incumbent Commissioner Michael Góngora, dropped his bid to seek reelection in

Group 3 following a judge’s order barring him from running due to city term limits. Góngora instead filed Thursday to run for mayor in 2023, which he said was initially his plan before his supporters told him to run for reelection. He also threw his support behind the newest Group 3 candidate, Planning Board Member Alex Fernandez, whom Góngora said he had initially recruited to run for his seat earlier this

year. Góngora said he would transfer the more than \$200,000 in his campaign coffers to his next campaign. “A lot of people invested in my race and want to have my voice on the dais in City Hall,” he said. Fernandez, who filed to run this week, is joined in the Group 3 race by Michael “Mike B” Barrineau, Melissa Beattie and Stephen Cohen.

There were other surprises Friday, with two candidates switching groups. Gregory Branch, who initially filed in Group 1 before switching to Group 3, jumped back in the Group 1 race. He joins four other candidates in the race, including former Commissioner Kristen Rosen Gonzalez, Adrian Gonzalez, Raquel Pacheco and Blake Young. In Group 2, a seat held by Commissioner Mark Samuelian, challenger



Courtesy to the Miami Herald
Miami Beach Commissioner Michael Góngora.

Fabían Basabe entered the race on Friday, giving Samuelian his only competition in the election. In the mayor’s race,

Mayor Dan Gelber is running against four other candidates: Jean Marie Echemendia, Ronnie Eith, Carlos Enrique Gutierrez and Gus Manassis. In a fundraising email sent after Friday’s qualifying deadline, Gelber told his supporters to “expect this to be a competitive election where no one can stay on the sidelines.” The last day to register to vote in Miami Beach’s November election is by 5 p.m. on Oct. 4. The last day to request a vote-by-mail ballot is Oct. 23. Early voting starts on Oct. 18 and ends Oct. 31.
Martin Vassolo: 305-376-2071, martindvassolo

FROM PAGE 17A ABORTION

Court precedent.”
WHAT TEXAS ENACTED The announcement comes as Florida Democrats are pledging to fight any bills in the state Legislature inspired by SB 8, the new Texas law that outlaws abortions after six weeks of pregnancy, before most women know they are pregnant. Similar so-called “heartbeat” bills have been previously proposed in other states, including Florida. But in Texas, the new law empowers civilians to report violations that could result in at least \$10,000 in damages if they succeed in court. The Florida Legislature has taken up efforts to pass new abortion restrictions nearly every session. Florida Senate President Wilton Simpson issued a statement last week when the bill was signed into law, saying “it’s worthwhile to take a look at the Texas law and see if there is more we can

do here in Florida.” But he stopped short of specifying what restrictions Florida lawmakers would consider in the legislative session that begins Jan. 11. Miami Sen. Annette Taddeo, a Democrat, said during a press conference in Doral she was concerned about Florida Republicans suggesting they are willing to take on new anti-abortion legislation and calling the Texas law the “Rapist’s Bill of Rights,” in reference to the lack of exceptions for rape or incest. “When we’re talking about abused, in many situations children, they’ve already been abused by their abuser and now they’re going to be abused again by their government,” said Taddeo, who has hinted at a possible run for governor in 2022. She also compared the civilian enforcement of the ban to a culture of political repression in Cuba, where neighbors have been encouraged to act as vigi-

lantes to report their own neighbors to the regime over anti-government sentiment. “This law specifically in Texas, the one they want to bring to Florida, would do that here in Florida. That civilians would be the ones who are patrolling: in what car did they get into, where did they go, if they’ve gone to an [abortion] center. Which by the way, many women go to these centers simply so they can prevent getting pregnant,” said Taddeo. “When I was young and I had no health insurance, I used to go to Planned Parenthood to receive the pill. That’s what is happening today with so many people.”

OUT-OF-STATE PATIENTS SEEKING CARE Laura Goodhue, executive director for Florida’s Planned Parenthood affiliates, said a Texas-style law in Florida would impose major restrictions on any woman seeking abortion across the entire southern U.S. She said Planned Parenthood sites in Jackson-

ville and Tallahassee have seen an increase in patients from Georgia and Alabama due to a lack of abortion providers in those states. Another ban on abortions six weeks into pregnancy in the South’s two largest states would mean more patients heading to overworked clinics in Louisiana and other southern states, Goodhue said. “This means practically one half of the country would be without abortion access,” Goodhue said. Dr. Samantha Deans, associate medical director at Planned Parenthood of South, East and North Florida, said it was not accurate to say that a heartbeat can be heard after six weeks of pregnancy because a fetus has not yet developed the heart valves that pump blood into the body. “That is based on the technology and the quality of your ultrasound. The sound that you are referring to is actually just ultrasonic waves that come from the machine and create feedback as they hit the electrical activity of the cells. It is

not a heartbeat, there is no blood that exists in an embryo to beat through a heart,” said Deans during the press conference in Doral. “Valves don’t exist until eight weeks of an embryological development and 10 weeks of pregnancy.” Democratic U.S. Rep. Debbie Wasserman Schultz, who said her own pregnancy wasn’t detected for eight weeks, said she anticipates a mass public pressure campaign in Texas and Florida if the Legislature chooses to move forward with a Texas-style law. Wasserman Schultz brought up examples of Atlanta losing the Major League Baseball All-Star Game after the state passed restrictions on voting, and threats from the NCAA and other sporting organizations to cancel events in North Carolina after the state compelled schools to restrict use of bathrooms to users based on the corresponding sex listed on their birth certificates as potential consequences Florida would face if it passes an abortion ban.

But Democratic state Rep. Dotie Joseph said she doesn’t think economic pressure will sway many of her Republican colleagues. “All we’ll see them is being dubbed a ‘woke corporation,’ ” Joseph said when asked about the prospect of boycotts from businesses. “I don’t know that it moves [Republicans] in any way, shape or form.” Democratic state Sen. Lori Berman said some elected Republicans could ultimately be swayed not to make abortion restrictions a central part of their campaigns to appeal to suburban women, though she did not anticipate that many Florida Republicans at the state or federal level would vote against enacting Texas-style legislation. “I don’t think it’s the state boycotts, but I do think there’s an issue with moderate Republican women who do support abortion,” Berman said.

Bianca Padró Ocasio: 305-376-2649, @BiancaJoanie



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, September 22, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for adoption:

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002- 0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, September 22, 2021.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA, FLORIDA
NOTICE OF BUDGET HEARINGS
FY 2021-2022

NOTICE IS HEREBY GIVEN that the City of Opa-locka will conduct public hearings on the Fiscal Year 2021-2022 Budget on **Wednesday, September 15, 2021 at 5:01 p.m.** and **Wednesday, September 22, 2021 at 5:01 p.m.** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida to consider the following:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The purpose of the Budget Hearings is to allow City of Opa-locka residents the opportunity to speak on the fiscal year 2021-2022 budget. All interested persons are encouraged to attend these meetings and will be heard with respect to the public hearings.

A copy of the Fiscal Year 2021-2022 Proposed Budget is available for review on the City of Opa-locka website at www.opalockafl.gov.

Procedures for Public Participation

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

Public Hearings are held in-person while allowing virtual participation. Members of the public wishing to provide comments on the FY 2021-2022 budget may do so in person or virtually.

To particlpate virtually, please register by 5:01 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

Please contact the City Clerk at (305) 953-2800/2801 or jflores@opalockafl.gov for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at 305.953.2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at 800.955.8771 (TTY), 800.955.8770 (Voice), 877.955.8773 (Spanish) or 877.955.8707 (Creole).

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

JOANNA FLORES, CMC
CITY CLERK



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	May 12, 2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No X	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes X	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
ILA Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE A SPECIAL EXCEPTION SITE PLAN REVIEW FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request. This Special Exception Final Site Plan Review request and plan was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates

1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings)*.
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4752 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings, LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

APPLICANT'S NAME: AMDI USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

- ☐ Tentative Plat
- ☐ Final Plat
- ☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
- ☐ Rezoning
- ☐ Drainage Plan
- ☐ Fill Permit Request
- ☐ Preliminary Site Plan Review
- ☐ Final Site Plan Review
- ☐ Conditional Use Permit - No Plans
- ☐ Conditional Use Permit - With Plans
- ☐ Special Exception - No Plans
- ☒ Special Exception - With Plans
- ☐ Development Agreement
- ☐ Restrictive Covenant
- ☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Ornelas, being first duly sworn, depose and say that I am the OWNER of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature [Signature]
13050 NW 30th Ave.

Date _____

Sworn to and subscribed before me:

This 5 day of August 2020

[Signature]
Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:

see attached letter dated 4/16/2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun, Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

Date

Sworn to and subscribed before me:

This 5 day of August 2020

Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

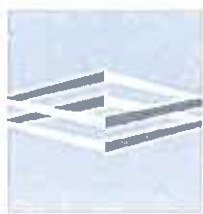
Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional





**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay

Bonnie Miskel

Scott Backman

Hope Calhoun

Dwayne Dickerson

Ele Zachariades

Matthew H. Scott

Christina Bilenki

Heather Jo Allen

Lauren G. Odom

Zach Davis-Walker

Project Narrative and Special Exception Narrative

AMDI USA, INC., (“Developer”) intends to continue the operation of an existing concrete batching plant and finished concrete production company (“Project”) on property located at 13050 NW 30th Avenue, including unimproved rights of way for portions of NW 130th Street and NW 30th Court (“Property”) . All parcels are further identified on the attached and are in the City of Opa Locka (“City”). The Property is zoned I-2 (industrial planned district) and consists of 2 gross acres. Access to Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. A western portion of NW 131st Street will be vacated, and therefore not available for vehicular traffic. The existing buildings, and operation of the Property will continue (in an improved state) as they have for the last _____ years.

In accordance with the I-2 zoning regulations, the use of the Property to produce cement and clay products require the approval of this special exception application. To that end, the balance of this narrative will address compliance with the special exception criteria outlined in Section 22-60 of the City’s Zoning Code (“Code”).

1. Compliance with the City’s Comprehensive Plan.

The City’s Comprehensive Plan Policy LU-1.7 provides that: *“The City’s Land Development Regulations shall conform to, and implement, the use, density and intensity standards prescribed for the land use districts provided on the Future Land Use Map”* Accordingly, the Project is located on property with an I-2 zoning designation, which is consistent with the underlying Industrial land use designation of the Property. Furthermore, the proposed uses are permitted in the zoning district. Additionally, the use is already existing, therefore approving this request will further the goal of conforming the use on the Property with the zoning regulations.

2. Consistent with the “character and purpose” of the zoning district.

The stated purpose of the I-2 zoning district is: “[to provide] *for light industrial uses in a well-planned area.*” As such, the request to obtain valid zoning approval for an existing use on the Property. Clearly, the use is in a well-planned area as the existence of same has not caused complaints from surrounding property owners to date.

3. The size, shape and character of the property are suited for the proposed use.

In accordance with the City’s Code, the minimum size for a use such as the Project is 2 acres. The Property consists of 2 acres; therefore, the size of the property is suited for the purpose. With regard to the shape and character of the Property, the location of the Property is consistent with the use, in that it is in a section of the City which is industrialized.

4. Compatibility with the existing uses near the property.

The Property is surrounded by industrial uses, therefore the use of same for an existing concrete batching plant and finished concrete production company is compatible with the area. Approval of the requests submitted in connection with the Property will allow for the valid, use of the Property in compliance with existing City Code.

5. Will not adversely affect the development of the general neighborhood or district.

The general character of the neighborhood is industrial. The proposed use will not have an adverse effect on the neighborhood, or district.

6. Will not generate vehicular traffic or create vehicular circulation or ingress/egress problems or parking demands that have an unfavorable impact on surrounding properties when compared with uses permitted by right in the same district.

The Property has sufficient circulation, ingress, and egress to service the Project. Further, parking provided on the Property is consistent with what is required by the City Code. The use therefore will not create any unfavorable traffic, or parking demands.

7. Potential for fire and/or other equally or greater dangerous hazards.

The Project will follow all required life/safety precautions and regulations with regard to its operation.

8. Create an unfavorable environment impacts on surrounding uses (e.g. noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisance).

The Project will not create unfavorable environmental impacts on the surrounding uses. In fact, it appears that the use is consistent with the establish development pattern in the area.

9. Consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property.

The proposed Project is consistent with the existing vehicular circulation pattern of the area near the Property.

10. Site is adequately served by essential public services and facilities not requiring additional public expense in infrastructure improvements.

The proposed Project will be adequately served by the necessary public services and facilities.

11. Will not adversely affect any site or feature of historical, cultural, natural or scenic importance.

The Project will not adversely affect any site or feature of historical, cultural, natural or scenic importance, as there are none in proximity to the Property that the Developer is aware of.

12. Will not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicitly findings regarding the way in which granting the special exception would be contrary to the public health, safety and welfare.

The approval of the site plan and associated special exception application will not be contrary to the public health, safety, or welfare of the City.

As a result of the forgoing, the Developer respectfully requests the granting of the requested special exception and the related site plan.

Thank you.

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/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: 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
Rose Tydus	N/A (Audio Issues)

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?

***No questions but there was one Public Comment.**

(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

2020



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 1 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 2 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 3 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 4 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 5 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 8 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28-29 52 41 2.37 AC M/L NILE GARDENS SEC 2 PB 31-42 W1/2 LOT 21 LOT SIZE 103366 SQ FT OR 13931-106 1188 2

NILES GDNS SEC 2 PB 31-42 N70FT OF S95FT OF E107.675 OF LOT 20 LOT SIZE 7537 SQUARE FEET OR 21265-3793 1202 4

- The proposed project consists of the assemblage of eight parcels, listed above, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco according to the Miami-Dade County Property appraiser's website. The subject development site includes the properties listed and a portion of NW 130 Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulation and Miami-Dade County Code of Ordinances.



← SOUTH NW 30th Ave /Aswan Road NORTH →



Figure 1: Google Street View: West View on NW 131 Street



Figure 2: Google Street View: South View on NW 30 Avenue

II. Project Details

- **Applicant's intent**

The Applicant, AMDI USA, Inc. intends to come into compliance with City of Opa-locka Land Development Regulations and to begin that process has submitted four development requests: 1. Variance Request for Rear Setback, Setback from residential zoned property and 30 foot buffer requirement; 2. Special Exception Site Plan Review; 3. Tentative Plat Review; 4. Development Agreement Review.

The applicant, ADMI USA, Inc., has been in business since 2008 and operating from 13050 NW 30th Avenue since 2014 according to Division of Corporation records and filings. According to City of Opa-locka Business & License Department records this business began its operation at 13050 NW 30 Avenue in 2017 under the business name AMDI USA, Inc.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	AMDI USA, Inc..	
Folio Number (s)	Opa-locka: 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;	
Address Location	13050 NW 30 th Avenue	
Building (s) Footprint	Building Footprint/Building Coverage	2,261 SF
	Roofed Area	4,102 SF

Floor Area Ratio	Greenspace/Landscape Area – 21,215 SF		
	<1.0 FAR .023		
Zoning	I-2 – Industrial Planned		
Zoning Code Consistency	The proposed use for a Concrete Batching Plant and Finished Concrete production Company Facility is consistent with the I-2 Zoning Code if approved by Special Exception Criteria.		
Existing Land Use	Concrete Batching Plant		
Future Land Use Designation	I-2 Industrial Planned		
Comprehensive Plan Consistency	The proposed use for Concrete Batching Plant and Finished Concrete Production Company Facility is consistent with the Comprehensive Plan with the requested property having a zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	75'9" Feet Storage Bldg.	YES
	25 Feet	94'5" Feet Office Bldg.	YES
Rear	25 Feet	3'9" Feet	No
Side Interior	0 Feet	3'4" Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30 foot landscaped buffer)	43'5"	No
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	75%	138,684 (83%)	No
(Max Impervious Area)			
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	166,498 SF or 3.82 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 2 Stories/ Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	7,537 SF	4,450 sq. ft.	No
Landscaping	Total Landscaping Area	21,215 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. <u>-10 spaces required including 1 H/C</u>	Office Bldg. 4,102 SF Parking Lot: 4,450 SF Total Space Provided: 13 Total Spaces 12 Regular Spaces 1 Handicapped Spaces	YES

Landscape/ Pervious Lot Coverage Notification Requirement			
	10% minimum required pervious	17% provided	YES
Local Government Action Required	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, November 4th, 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 tentative plat and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		



Google Street View: South View of property on NW 31 Ave



Google Street View: East View of property on NW 131 Street

• Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial properties to the west and industrial uses to the north and South with ingress and egress to the site on NW 131st Street.
- No Sidewalk alongside the north edge of the Property on NW 131st Street, or the west edge on NW 31st Avenue.
- Across the street, (West of) from Aswan Villas, a multi-family residential development.
- Property is currently utilized as a concrete batching and finished concrete production company facility.

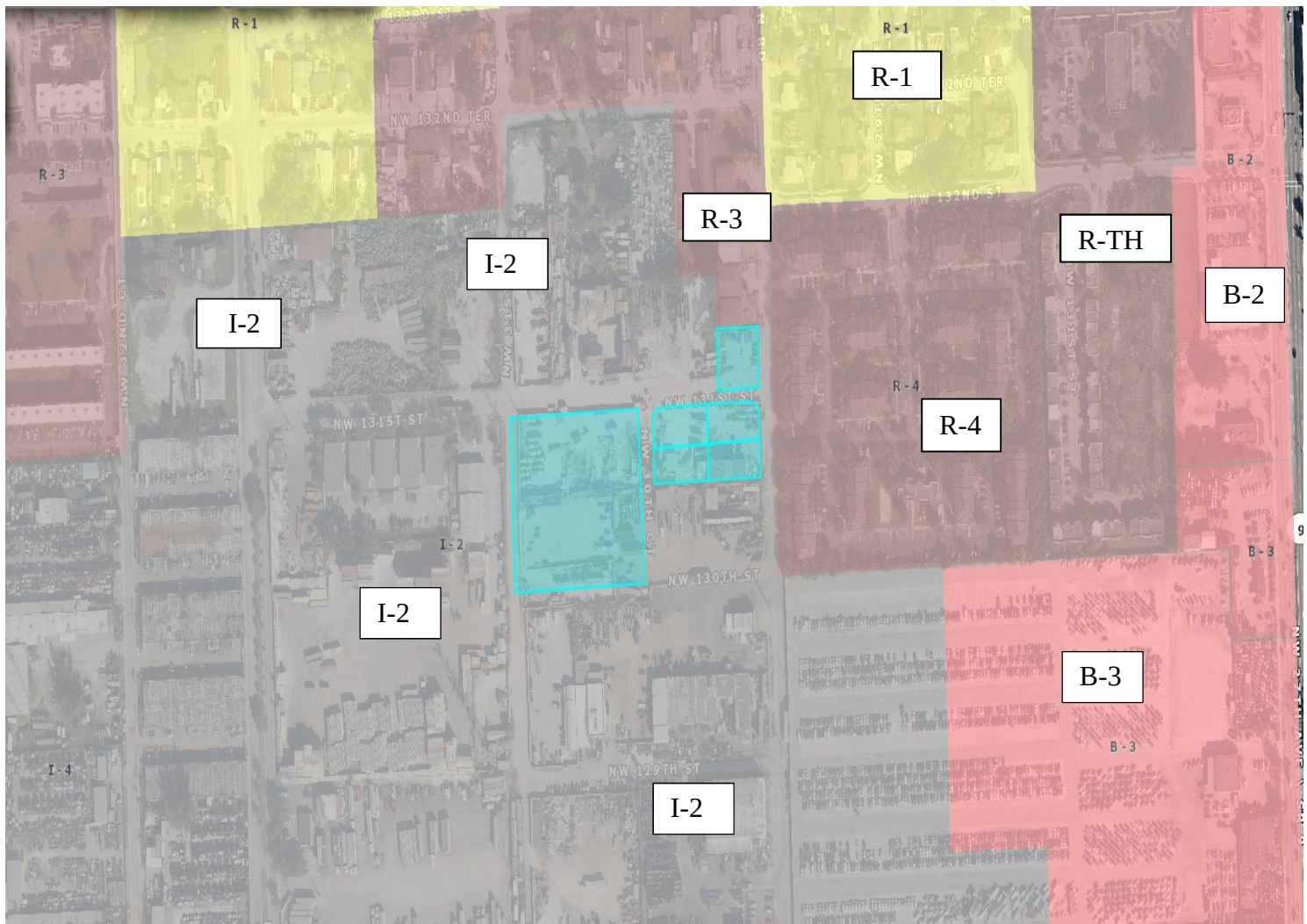
Special Exception Review Criteria

1. The proposed use is compatible with the Industrial Future Land Use Designation for this property site
2. The proposed use is compatible with the Character and purpose of the I-2 Zoning District and is permitted in accordance with Ordinance 15-31, Section 22-81.
3. The applicant's project site requires the assemblage of eight parcels which total 3.82 acres which is suited for this proposed use as it relates to the size, shape and character of the property.
4. The proposed use is compatible with the other industrial uses that surround this site.
5. The proposed use will not adversely affect the development of the general neighborhood or district as this is an industrial use that is permitted in this zoning district.
6. The proposed use will not generate vehicular traffic or create vehicular circulation problems that would have an unfavorable impact on surrounding properties when compared with the uses permitted by right in the same district.

7. Potential for fire and/or other equally or greater dangerous hazards will be mitigated by following required life/safety precautions and regulations for the proposed operation.
8. The proposed use will not create an unfavorable environment impact on surrounding uses because the operation is required to comply with the requirements of the City of Opa-locka Land Development Regulations and the Regulation of Miami-Dade County especially the Department of Environmental Resource Management.
9. The proposed use is consistent with planned vehicular circulation adjacent to and near the property
10. The proposed use/development site is adequately served by essential public services and facilities and infrastructure improvements are in accordance with the City Capital Improvement Plan for this area.
11. The development of this site will not adversely affect any site or geature of historical, curtural, natural or scenic importance.
12. The proposed use will not be contrary to the public health, safety, and welfare of the City of Opa-locka.

Surrounding Zoning Designation Map

The Site is highlighted in image



Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Industrial/Residential	Industrial/Residential	I-2/ R-3
South	Industrial	Industrial	I-2
East	Residential	ROW (30 th Avenue)/ Residential	R-4
West	Industrial	Industrial	I-2

- **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 'Concrete Batching Plant and Finished Concrete Production Company Facility' 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 21,215 square feet. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.

- **Findings:**

- The Applicant is may install a fence or a wall in accordance with the LDR.

- **Future Land Use:** Industrial (Communications, water and sewer facilities, electrical as needed).

- **Findings:**

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- **I-2 (Industrial Planned) Permitted Uses:** Project Specific: *Concrete Batching Plant and Finished Concrete Production Company Facility*

COMPLIES

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for Cement and clay products production which is permitted within an I-2 zoning district. This request is for Tentative Plat Approval.

- **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 received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Variance Request 2. Special Exception Site Plan Review 3. Tentative Plat
4. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, November 17th, 2020

IV. 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

V. Staff Recommendation:

- Staff recommend approval of this Tentative Plat pending the review and the following other approvals:
 - Must comply with Miami-Dade County Tentative Plat Procedures, Chapter 28.
 - Any other applicable agencies or entities as required by Miami Dade County Code Chapter 28
 - Address all Miami-Dade County's input/recommendations as appropriate
 -

VI. Attachments:

- Site Plan

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	

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2020-11-17-02,

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: ADMI FOR 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 FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

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 Concrete Batching Plant and Finished Concrete Production Company Facility.

"ALL EXISTING, PROTECTED TREES WILL REMAIN AND BE PROTECTED DURING CONSTRUCTION" (BY GENERAL CONTRACTOR)

LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

NOTE:

1. LANDSCAPE CONTRACTOR SHALL CALL THE LANDSCAPE ARCHITECT FOR A FINAL COMPLIANCE INSPECTION 72 HOURS MINIMUM REQUEST BEFORE INSPECTION IS SCHEDULED, CALL (561)758-7707 AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

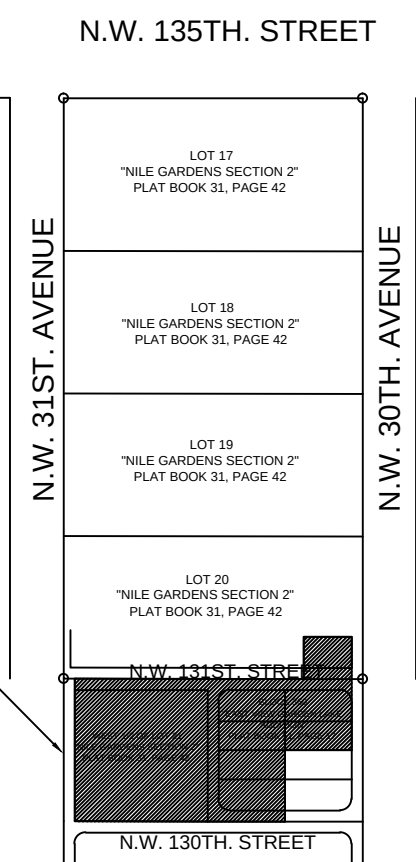
Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Limits of Existing Concrete Batching and Finished Concrete Product Production

Adjacent Zoning = I-2

LOCATION MAP



PROJECT LOCATION
650 NW 30TH AVE.

NOTE:

ALL NEW TREES/PALMS SHALL BE INSTALLED IN COMPLIANCE WITH "FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE"

TREE BARRICADE NOTES:

1. ALL EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY.
2. EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.
3. NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED INSIDE TREE BARRICADES.
4. TOPSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE (SEE SOIL PLANTING SPECIFICATIONS).
5. TREE REMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.
6. ALL PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO GOOD NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN ROOT PRUNED. FILL TRENCH WITH FIBROUS MATERIAL, SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TORN ROOTS SHALL BE TRIMMED TO SOLID WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND. LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TEMPORARY IRRIGATION EVERYDAY FOR THE FIRST MONTH THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE. TRANSPLANT TREES W/ 60" TREE SPAD, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 BIGGER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.
7. SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH , OR SLIGHTLY HIGHER (+ - 1") THAN THE FINISHED GRADE.
8. PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE, HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).
9. A TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION OR UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.
10. LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.
11. CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

TREE BARRICADE DETAIL

A 3'x2"x2"
B SNOW FENCE (TYP.)
C 4'-5'

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

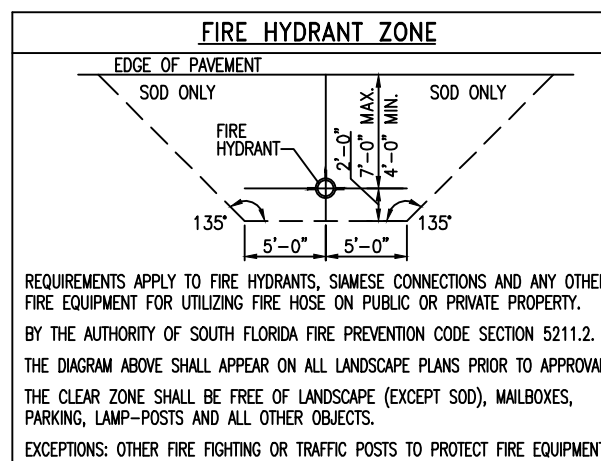
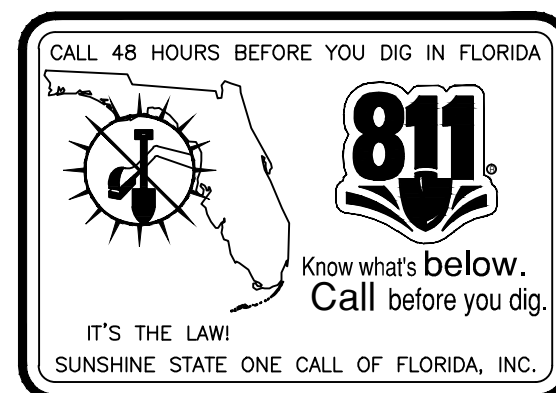
DROUGHT TOLERANCE= SFWM

- * MODERATE
- ** VERY

FLORIDA -FRIENDLY LANDSCAPING & DESIGN SHALL BE UTILIZED GREEN BUILDING ORDINANCE REQUIRED SECTION 151.153#16 80% OF PLANTS, TREES, AND GRASSES PER "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RECOMMENDATIONS (LATEST EDITION).

LANDSCAPE LEGEND

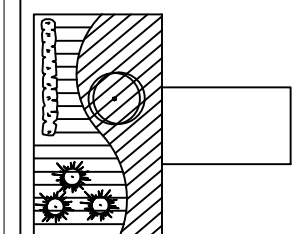
DROUGHT TOLERANCE	NATIVE	CODE	AMOUNT	BOTANICAL NAME / COMMON NAME	SIZE	REMARKS
**	YES	LIV	35	QUERCUS VIRGINIANA/ "HIGHRISE" LIVE OAK	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	ILE	18	ILEX CASSINE / DAHOON HOLLY	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	SAB	12	SABAL PALMETTO / CABBAGE PALM	14'-16'-18" C.T.	F.G. 12"-14" CALIPER
**	YES	CON	33	CONOCARPUS SERICEUS / SILVER BUTTWOOD	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	NO	LAG	13	LAGERSTROEMIA INDICA / CRAPE MYRTLE	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	YES	CHR	865	CHRYSOBALANUS ICACO / "GREEN COCOPLUM"	24"x18" 3 GAL	24" O.C. (FULL TO BASE)
**	YES	VOM	100	ILEX VOMITORIA / YAUPOIN HOLLY	14"x12" 3 GAL	24" O.C. FULL



LANDSCAPE LEGEND CHAPTER 18A - ORDINANCE 98-13			
ZONE DISTRICT: INDUSTRIAL I-2 (INDUSTRIAL PLANNED) CEMENT AND CLAY PRODUCTS--SEE SP-1	NET LOT AREA	166,498.00(SQ.FT.)	ACRES 3.82
OPEN SPACE	REQUIRED	10.00%	PROVIDED 13.00%
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED ON SITE PLAN: NET LOT AREA= 166,498.00 S.F. X 10%= 16,649.80 S.F.			
B. SQUARE FEET OF PARKING LOT OPEN SPACE REQUIRED BY SECTION 8.2, AS INDICATED ON SITE PLAN: NUMBER OF PARKING SPACES 13 X 10 S.F. PER PARKING SPACE=	130	130	
C. TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY SECTION 8.2: A+B=	16,779.80	21,215.00	
LAWN AREA CALCULATION			
A. 16,779.80 TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY ORD. 11000:	16,779.80	21,215.00	
A. MAXIMUM LAWN AREA (SOD) PERMITTED= .20% X 3,355.96 S.F.	3,355.96	3,355.96	
TREES			
A. NUMBER OF TREES REQUIRED PER NET LOT ACRE, LESS EXISTING NUMBER OF TREES MEETING MINIMUM REQUIREMENTS=	57	71	
B. % PALMS 2:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	54	12	
% PALMS 1:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	27	0	
C. % NATIVES REQUIRED: NUMBER OF TREES PROVIDED X 30%=	27	72	
D. % DROUGHT TOLERANT AND LOW MAINTENANCE: NUMBER OF TREES PROVIDED X 20%=	18	72	
E. STREET TREES (MAXIMUM AVERAGE SPACING OF 35' O.C.):	25	25	
875.00 LINEAR FEET ALONG STREET/35=			
SHRUBS			
A. NUMBER OF SHRUBS REQUIRED: NUMBER OF TREES REQUIRED X 10=	900	965	
B. % NATIVE SHRUBS REQUIRED: NUMBER OF SHRUBS PROVIDED X 30%=	270	965	
C. % DROUGHT TOLERANT AND LOW MAINTENANCE REQUIRED: NUMBER OF SHRUBS PROVIDED X 20%=	180	965	

Michael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:30:06 -0400

RICHARD BARTLETT LANDSCAPE, INC.
14417 STIRROF LANE
WELLINGTON, FL 33414
TEL: (561) 758-7707
LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL: rb@rtchardbartlettlandscape.com



THE LANDSCAPE ARCHITECT'S SEAL IS THE PROPERTY OF THE LANDSCAPE ARCHITECT AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. ANY REPRODUCTION OR USE OF THIS SEAL WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT IS A VIOLATION OF THE FLORIDA LANDSCAPE ARCHITECTURE ACT AND IS SUBJECT TO PENALTY UNDER THE FLORIDA LANDSCAPE ARCHITECTURE ACT.

HANKS
consulting
Engineers, Inc.
7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

RELEASE INFO

2019-08-28 Opa-Locka Site Plan

REVISIONS

2020-02-13 City Comments
2020/8/28 Updated Survey

AMDI USA Inc.

13050 NW 30th AVENUE
LANDSCAPE PLAN

JOB NO.: 180201
REV: 20-10-2147
SCALE: 1" = 30'

Sheet No:
L-1

NOT TO BE FILED FOR RECORDS UNLESS SIGNED, DATED AND APPROVED WITH THE SEAL OF GLEN A. HANKS, FLORIDA P.E. #153652 FOR THE FIRM

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Mich ael E. Rawls

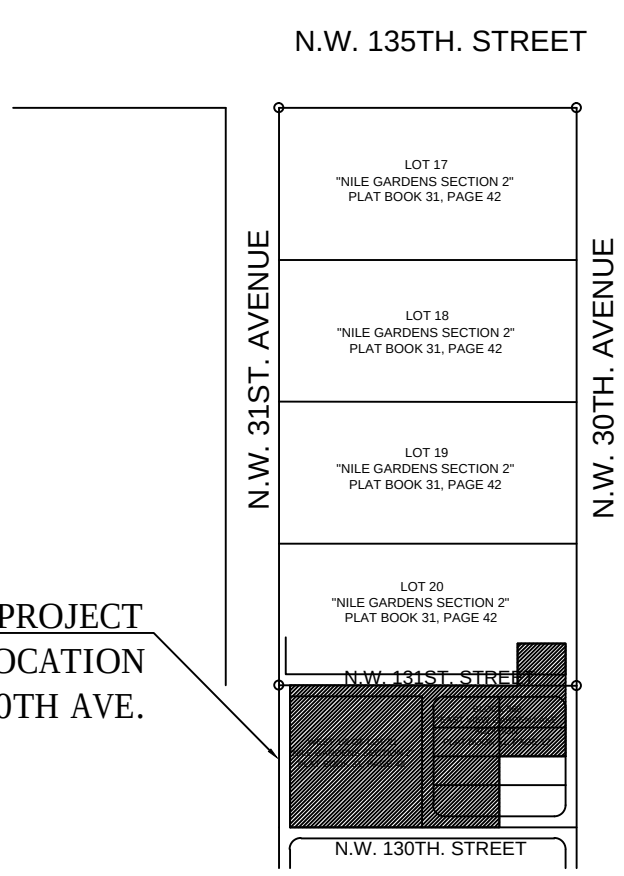
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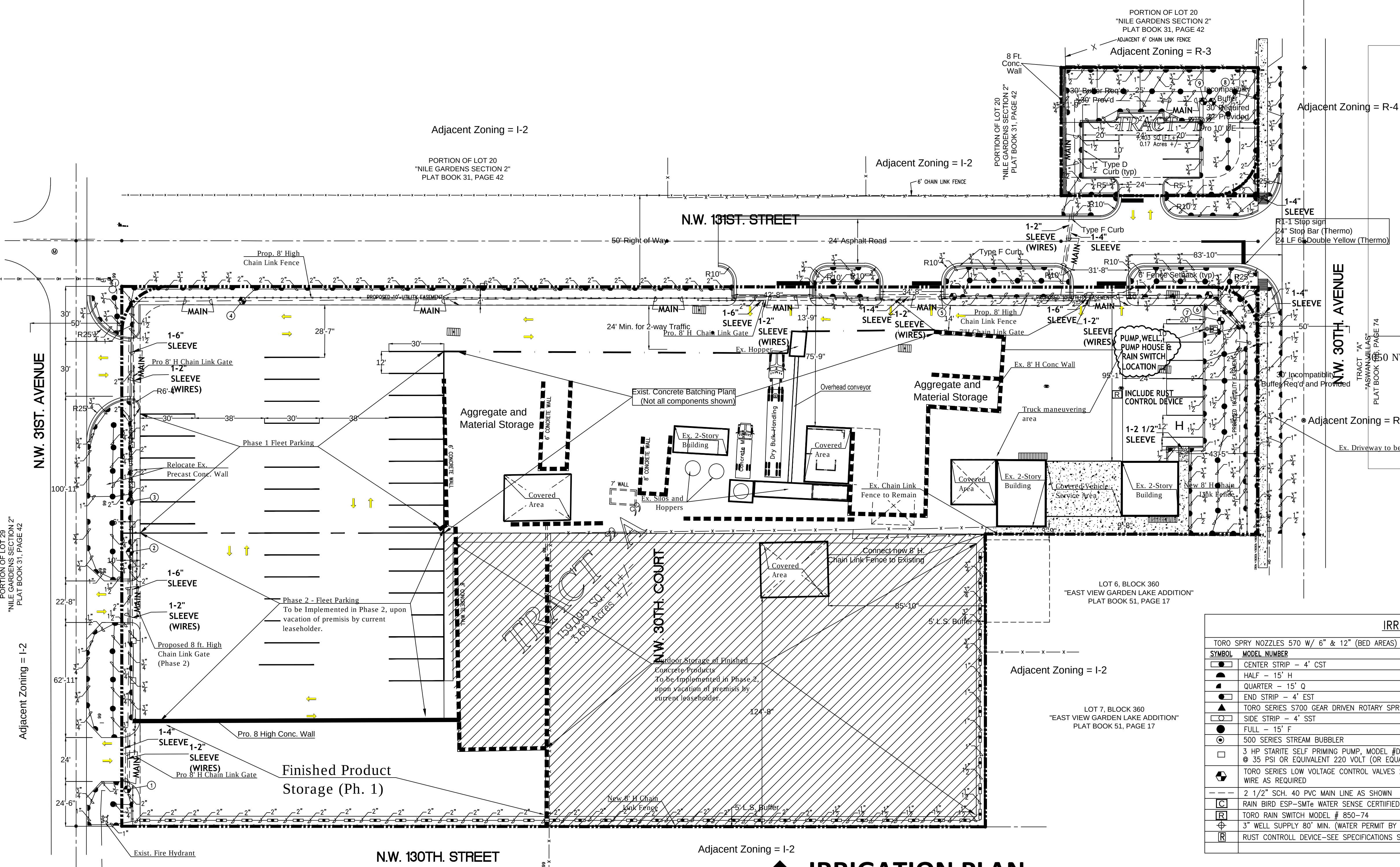
RICHARD BARTLETT LANDSCAPE, INC.
14417 STIRRUP LANE
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LANDSCAPE ARCHITECTURE
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LOCATION MAP



PROJECT LOCATION
LOCATED AT
N.W. 30TH AVE.



IRRIGATION LEGEND				
TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4' CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4' EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4' SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	3 HP STARITE SELF PRIMING PUMP, MODEL #DHJ, DELIVERING 75 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP START			
	RAIN BIRD ESP-SMT® WATER SENSE CERTIFIED 12 ZONE TIME CONTROLLER RAIN SWITCH READY 220/240 VOLT			
	TORO RAIN SWITCH MODEL # 850-74			
	3" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET=DETAIL #1			

↑ IRRIGATION PLAN

SCALE: 1" = 30'-0"

NOTES

- LANDSCAPE CONTRACTOR TO PROVIDE LAWN IRRIGATION SYSTEM GUARANTEEING 100% COVERAGE AND 50% OVERLAP TO ALL LANDSCAPE AREAS AS REQUIRED. SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR DEVICE, AND RUST CONTROL DEVICE FOR RUST FREE WATER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC LAWN IRRIGATION SYSTEM USING POP UP HEADS; SYSTEM SHALL GUARANTEE 100% COVERAGE & A 50% MIN. OVERLAP; SYSTEM SHALL HAVE A RAIN SENSOR DEVICE THAT WILL OVERRIDE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. HOURS OF OPERATION SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY; OR ANY RESTRICTIONS BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.
- WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ONTO IMPERVIOUS SURFACES AND/ OR BE DESIGNED OR INSTALLED TO THROW WATER OVER AN IMPERVIOUS SURFACE SUCH AS A SIDEWALK, DRIVE, ETC..
- GENERAL CONTRACTOR TO SUPPLY AND INSTALL SLEEVES AS SHOWN AND PROVIDE ELECTRICAL HOOK-UP AS REQUIRED.
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PBC V-A-1:
PIPE SIZE (INCHES) DEPTH OF COVER (INCHES)
1/2"-2 1/2" 18"-24"
3"-5" 24"-30"
6" AND LARGER 30"-36"
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION. ALL RISERS SHALL BE PAINTED FLAT BLACK IF APPROVED.
- IRRIGATION CONTRACTOR TO SELECT NOZZLE SIZE BASED ON INTENDED THROW WITHIN 25% OF MAXIMUM DESIGN THROW.
- CONTRACTOR TO PRESSURE TEST WATER SERVICE UP TO EACH ZONE VALVE IN THE IRRIGATION SYSTEM; MAIN LINE SHALL BE LEFT EXPOSED FOR VISUAL OBSERVATION PRIOR TO BACKFILL AND REQUIRED APPROVAL BY CITY OF OPA LOCKA. CALL CITY OF OPA LOCKA FOR REQUIRED INSPECTIONS.
- CONTRACTOR TO PROVIDE BUBBLERS AT ALL NEW TREE/PALM LOCATIONS; FIELD VERIFY LOCATIONS AS REQUIRED.

LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

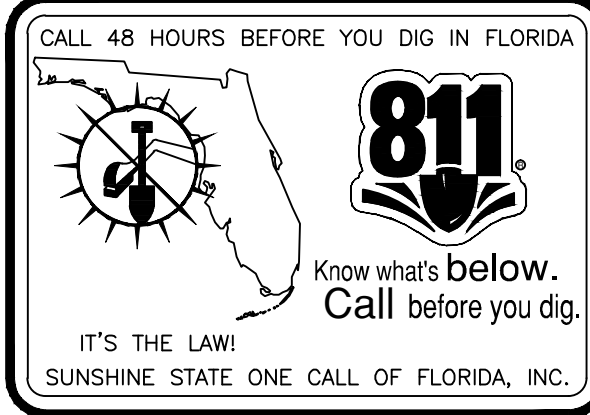
TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

Limits of Existing Concrete Batching and Finished Concrete Product Production

SEE DETAIL #1 ON SPECIFICATION SHEET												
ZONE	1	2	3	4	5	6	7	8	9	10	11	12
# HEADS	51	23	26	28	24	37	27	27	10	-	-	-
G. P. M.	67.80	56.00	63.00	64.00	62.00	72.00	63.00	55.00	65.00	-	-	-

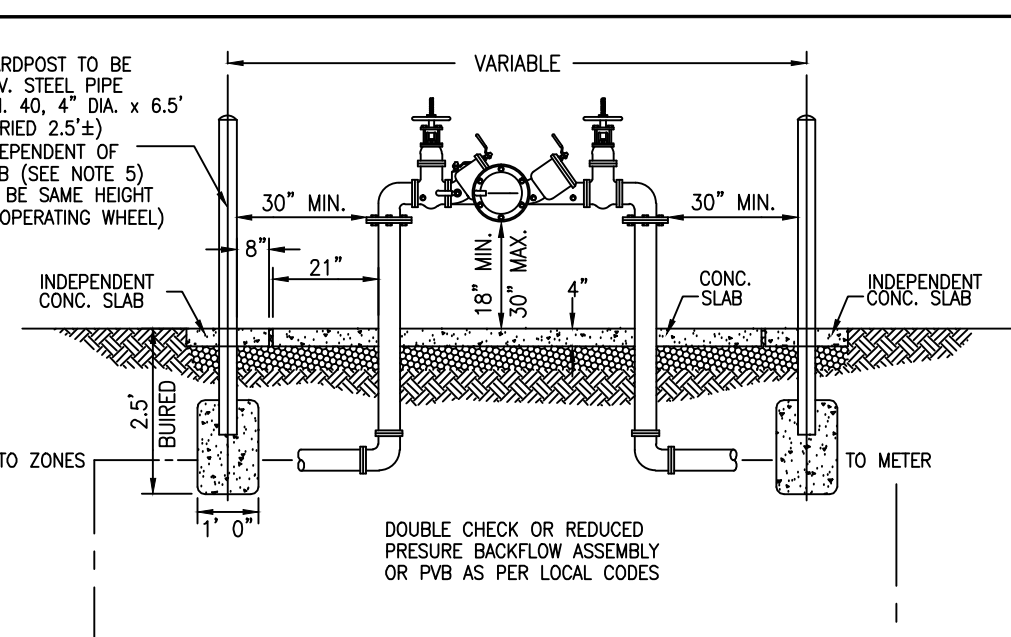
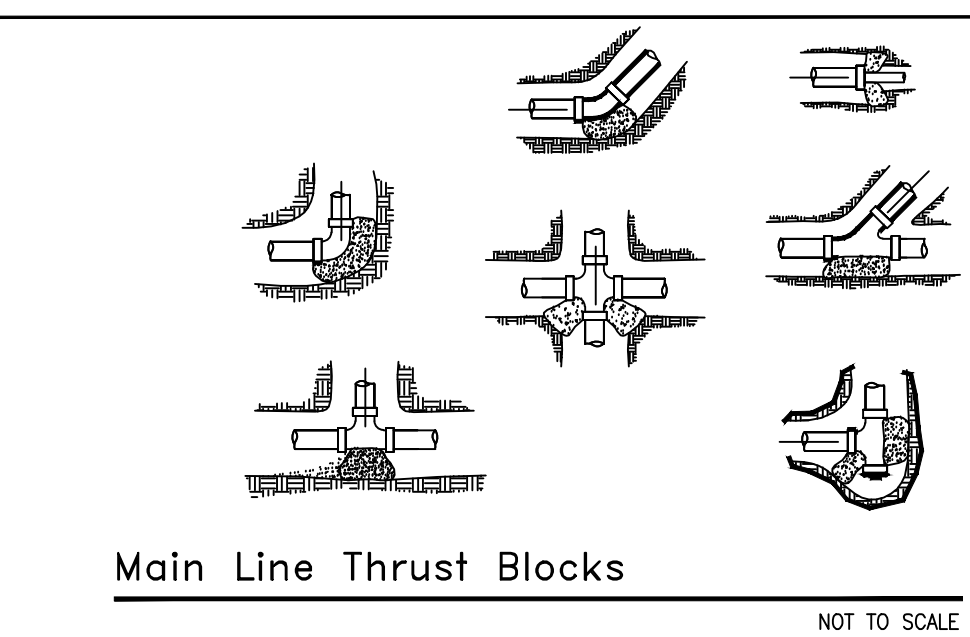
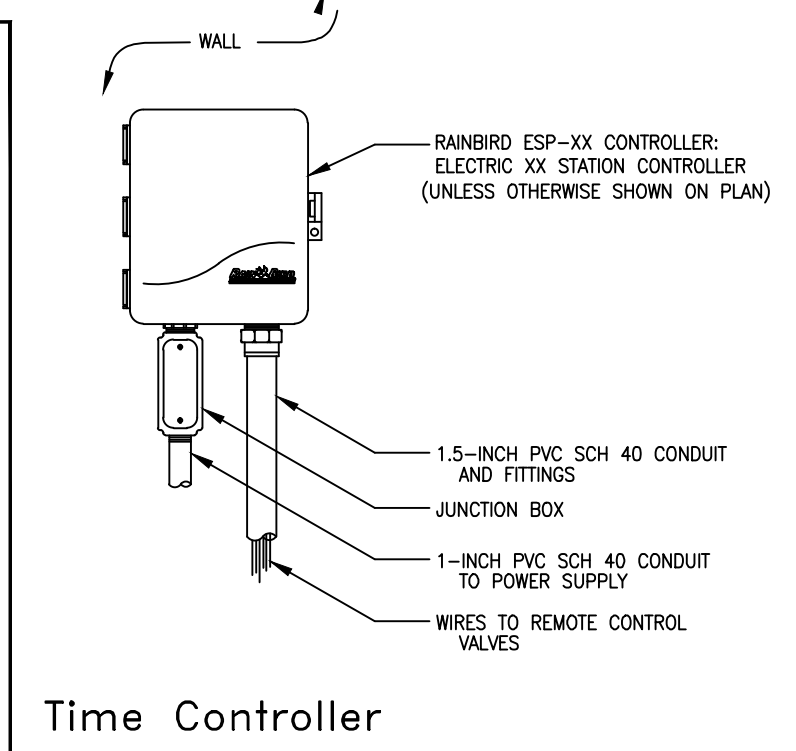
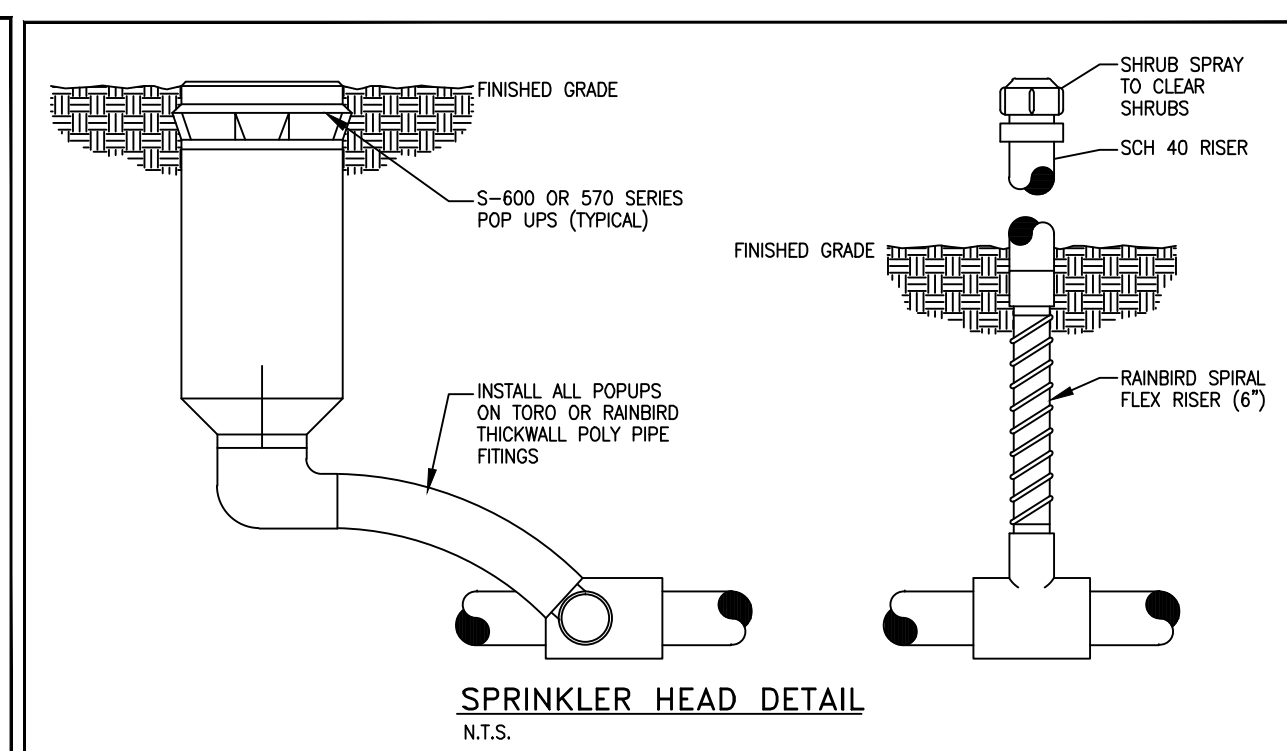
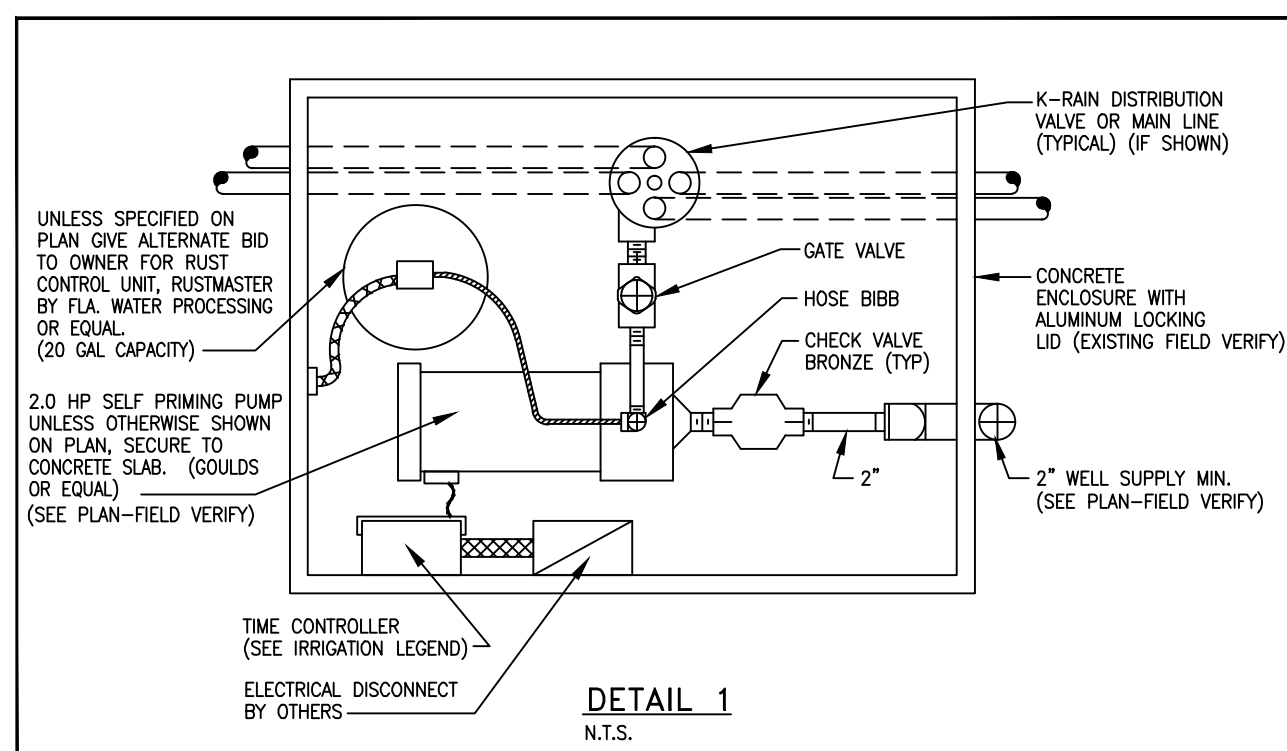


NOTE: ZONE RUN TIME ACTIVITY SHALL BE 25 MINUTES FOR THE FIRST 30 DAYS (EXCEPT FRIDAYS) FOR THE ESTABLISHMENT OF THE PLANT MATERIALS, AFTER THE ESTABLISHMENT OF PLANT MATERIAL THE ZONES SHALL RUN A MAXIMUM OF 20 MINUTES EACH ZONE TWICE WEEKLY OR AS DIRECTED BY THE "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RESTRICTION REQUIREMENTS.

AMDI USA Inc.
13050 NW 30th AVENUE
IRRIGATION PLAN

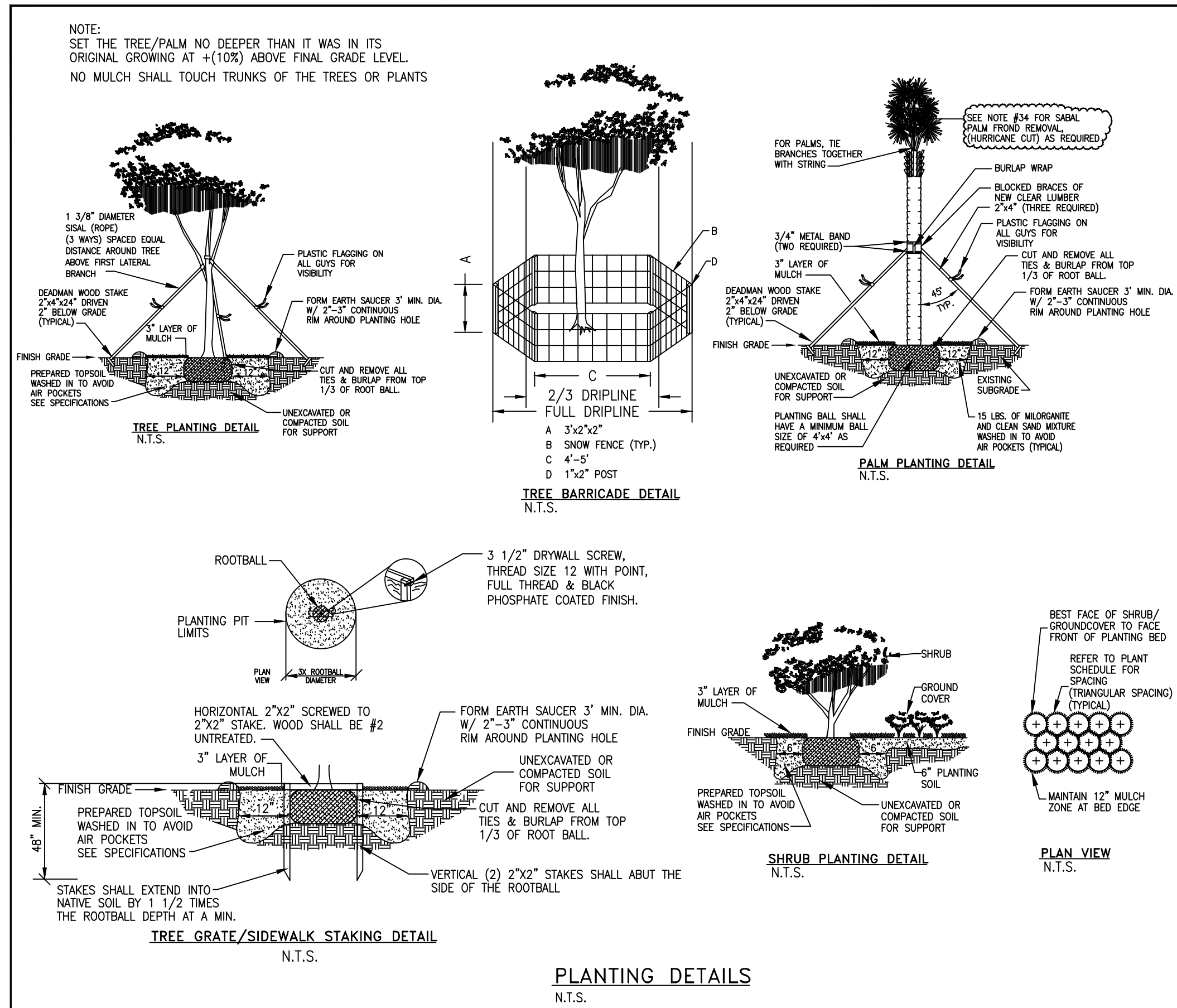
JOB NO: 180201
RSL#20-10-2147
SCALE: 1" = 30'
Sheet No:
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FLORIDA P.E. #38552
FOR THE FIRM



- NOTE:**
1. THE ASSEMBLY MUST BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCE OF 18" MIN.-30" MAX. FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
 2. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE ON THE APPROVED LIST OF FOUNDATION FOR CROSS CONNECTION CONTROL UNIVERSITY OF CALIFORNIA. CONTRACTOR TO PROVIDE MANUFACTURER'S CERTIFICATION OF U.S.C. APPROVAL.
 3. ALL BACKFLOW PREVENTION ASSEMBLIES 3" AND SMALLER SHALL BE FACTORY ASSEMBLED INCLUDING SHUT OFF VALVE AS REQUIRED BY U.S.C. FOUNDATION FOR CROSS CONNECTION CONTROL STANDARDS. ON DEVICES 4" AND LARGER SHUT OFF VALVE MAY BE REMOVED FOR SHIPPING AND FIELD REINSTALLED.
 4. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION APPROVED BY CITY AND OR COUNTY PUBLIC UTILITIES. LOCATIONS INSIDE BUILDING OR WITH OTHERWISE RESTRICTED ACCESS WILL NOT BE APPROVED.
 5. GUARDPOSTS OR PROTECTIVE ENCLOSURE MAY BE REQUIRED DEPENDING ON SITE CONDITIONS, BY GENERAL CONTRACTOR IF REQUIRED.
 6. INSTALL ADJUSTABLE PIPE SUPPORTS WHERE INDICATED. SUPPORT (TYP.) WILL NOT BE REQUIRED ON INSTALLATIONS 2" AND SMALLER.

NOT TO SCALE



LANDSCAPE SPECIFICATIONS

1. CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
2. EXACT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK. THE LANDSCAPE PLANS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR FEATURE INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
3. ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE "FLORIDA #1" OR BETTER AND SHALL BE INSTALLED AS SPECIFIED IN "FLORIDA DEPT. OF AGRICULTURAL GRADES AND STANDARDS", CURRENT EDITION RESPECTIVELY.
4. ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
5. ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
6. ALL SOD TO BE ST. AUGUSTINE FLORATAM SOLID, UNLESS OTHERWISE NOTED.
7. ALL BED AREAS TO RECEIVE A 3" LAYER OF EUCALYPTUS MULCH // FLORIMULCH, & SHALL BE A MIN. OF 1'-0" WIDER THAN PLANTS (MEASURED FROM OUTSIDE OF FOLIAGE).
8. ALL TREES TO RECEIVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
9. ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
10. LANDSCAPER TO FURNISH ALL MATERIALS AND LABOR INCLUDING PLANTS, MULCH, TOP DRESSING, SOIL PREPARATION, DECORATIVE ITEMS (IF SHOWN), INSPECTIONS, TRANSPORTATION, WARRANTY, PERMITS, ETC. NECESSARY FOR COMPLETION OF ALL LANDSCAPING REQUIRED HEREIN EXCEPT IF DESIGNATED TO BE BY OTHERS.
11. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
12. OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
13. LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
14. PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS. THEY SHALL HAVE HEALTHY NORMAL ROOTS AND SHALL NOT BE ROOT BOUND. QUALITY AND SIZE: ALL PLANT MATERIALS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
15. ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
16. PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
17. OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
18. LANDSCAPER SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE DAILY. THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES WHILE WORK IS IN PROGRESS.
19. THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE PLANS AND SPECIFICATIONS AND WILL BE RESPONSIBLE FOR ALL MEASUREMENTS EXERCISING SPECIAL CARE IN LAYING OUT WORK TO KEEP WITHIN PROPERTY LINES AND RECOGNIZING EASEMENTS. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY ERRORS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN LAYOUTS.
20. METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO INSURE ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
21. PLANT MATERIALS ABBREVIATIONS ON THE PLANT LIST: FG (FIELD GROWN); CT (INDICATES CLEAR TRUNK MEASUREMENT FROM THE TOP OF BALL TO FIRST BRANCHING OR BASE OF THE LOWEST FROND); GAL (GALLON CAN); 3 GAL (3 GALLON CAN); OA (INDICATES OVERALL HEIGHT FROM TOP OF BALL TO MID POINT OF CURRENT SEASON'S GROWTH); SPR (INDICATES SPREAD); HVT (INDICATES HEAVY); MIN (INDICATES MINIMUM).
22. SUBSTITUTION: PLANT SUBSTITUTION REQUESTS, FOR PLANT MATERIAL NOT OBTAINABLE IN THE TYPE AND SIZES SPECIFIED SHALL BE MADE PRIOR TO SUBMISSION OF BIDS. ALL SUBSTITUTION REQUESTS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION AND APPROVAL. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO KNOW WHERE THEY CAN OBTAIN ALL MATERIAL AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
23. THE CONTRACTOR'S GUARANTEE SHALL NOT APPLY IN THE EVENT OF FIRE, FLOOD, HURRICANE, WINDSTORM, OR OTHER "ACTS OF GOD" OR DAMAGES TO LANDSCAPING IN PROGRESS CAUSED BY ANY PERSONS OTHER THAN THOSE PERSONS UNDER THE DOMINION AND CONTROL OF THE CONTRACTOR.
24. SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+1") THAN THE FINISHED GRADE.
25. DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

26. COMMERCIAL FERTILIZER: COMMERCIAL FERTILIZER SHALL BE AN ORGANIC FERTILIZER CONTAINING NITROGEN, PHOSPHORIC ACID, AND POTASH IN EQUAL PERCENTAGES OF AVAILABLE PLANT FOOD BY WEIGHT OR "MILORGANITE". NITROGEN SHALL BE NOT LESS THAN 100% FROM ORGANIC SOURCE. FERTILIZER SHALL BE DELIVERED TO THE SITE UNOPENED IN ORIGINAL CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS. INITIAL FERTILIZATION OF TREES, SHRUBS, GROUND COVERS, SHALL BE WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY "MILORGANITE" FERTILIZER AT THE FOLLOWING RATE:

5 LBS. OR 14.5 CUPS / PALMS	12-16" MATERIAL
3 LBS. OR 8.70 CUPS / 12-16" MATERIAL	8-12" MATERIAL
1 LBS. OR 5.80 CUPS / 8-12" MATERIAL	6-8" MATERIAL
0.69 LBS. OR 2.00 CUPS / 6-8" MATERIAL	3-6" MATERIAL
0.18 LBS. OR 1/2 CUP / 3 GAL. MATERIAL	1 GAL. MATERIAL
0.10 LBS. OR 1/4 CUP / 1 GAL. MATERIAL	

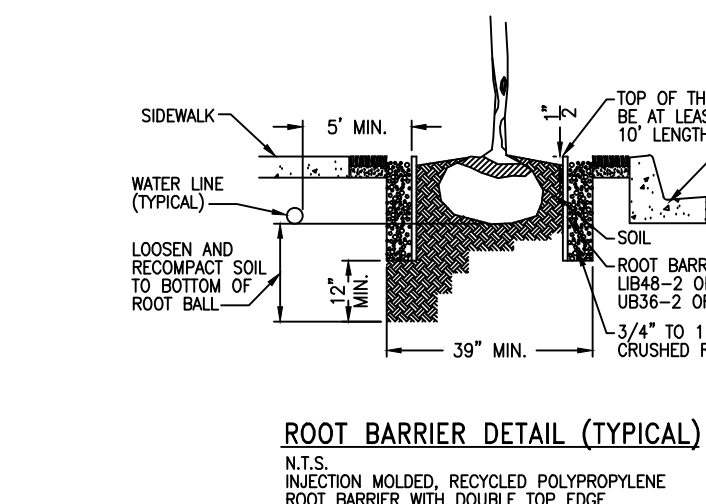
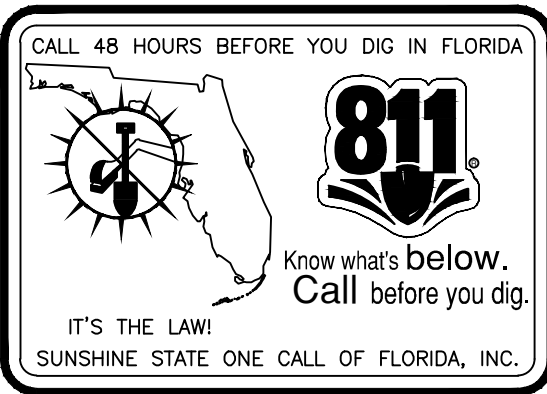
 FERTILIZERS SHALL BE SLOW TIME RELEASE, UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN, SIX (6) PERCENT PHOSPHOROUS, AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB. PER 3 GAL. CONTAINER, 1/4 LB. PER 1 GAL. CONTAINER) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE A 5-10-10 AT A RATE OF 20 LBS. PER 1000 S.F. A 14-14-14 FERTILIZER IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB. PER 5' OF SPREAD). AGROFORM TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS, FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES & SHALL BE APPLIED AT THE FOLLOWING RATE: 1 PER 1 GAL. PLANTS, 2 PER 3 GAL. PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER. APPLY PALM SPECIAL FERTILIZER AS PER MANUFACTURERS RECOMMENDATION.
27. SUPER ABSORBENT POLYMER: "TERRA SORB" OR APPROVED EQUAL, AS PACKAGED IN 3 OZ. HANDY PAC COMPOSED OF SYNTHETIC ORGANOCLAY COPOLYMER, POTASSIUM, ACRYLATE, PARTICLE SIZE OF 1.0 MM TO 3.0 MM AND ABSORPTION RATE OF 300 TIMES ITS WEIGHT IN WATER. APPLY DRY, USING THE FOLLOWING AMOUNTS:

1 PAC PER TREE - 36" BALL SIZE	2 PACS PER TREE - OVER 36" BALL SIZE
1 PAC PER 20 GAL. CONTAINER	0.5 PACS PER 7-10 GAL. CONTAINER
0.25 PACS PER 3 GAL. CONTAINER	0.12 PACS PER 1 GAL. CONTAINER
28. LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION AND UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
29. PLANTING SOIL: PLANTING SOIL SHALL BE COMPOSED OF 50% SAND AND 50% DECOMPOSED ORGANIC MATTER. ANY VARIATIONS IN THIS COMPOSITION SHALL BE APPROVED BY THE OWNER PRIOR TO USE. PLANTING SOIL SHALL BE FREE OF STONES, PLANTS, ROOTS AND OTHER FOREIGN MATERIALS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO GOOD PLANT GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRABLE CONDITION AND APPLIED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.
30. WATER FOR PLANTING WILL BE AVAILABLE AT THE SITE AND WILL BE PROVIDED BY THE OWNER.
31. PRUNING: REMOVE DEAD AND BROKEN BRANCHES FROM ALL PLANT MATERIAL. PRUNE TO RETAIN TYPICAL GROWTH HABIT OF INDIVIDUAL SPECIES. RETAINING AS MUCH LEAFAGE AND SPREAD AS POSSIBLE. MAKE ALL PRUNING CUTS WITH A SHARP INSTRUMENT, FLUSH WITH THE TRUNK OR ADJACENT BRANCH, IN SUCH A MANNER AS TO ENSURE ELIMINATION OF STUBS. "HEADBACK" CUTS, RIGHT ANGLE TO LINE OF GROWTH WILL NOT BE PERMITTED AND TREES WILL NOT BE POLED, TOPPED, OR HATRACKED.
32. SITE PREPARATION: IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH (FINE) GRADE ALL LANDSCAPE AREAS TO BE SODDED (PRIOR TO APPLICATION OF SOD) ELIMINATING ALL BUMPS, DEPRESSIONS, STICKS, STONES, AND OTHER DEBRIS TO THE SATISFACTION OF THE OWNER.
33. MAINTENANCE: MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE UNTIL ALL PLANTING HAS PASSED FINAL INSPECTION AND ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, REMOVAL OF DEAD MATERIALS, RESETTING PLANTS TO PROPER GRADES OR UPRIGHT POSITIONS AND RESTORATION OF THE PLANTING SAUCER AND ANY OTHER NECESSARY OPERATIONS. PROPER PROTECTION TO LAWN AREAS SHALL BE PROVIDED AND ANY DAMAGE RESULTING FROM PLANTING OPERATIONS SHALL BE REPAIRED PROMPTLY.
34. CONTRACTOR TO REMOVE ALL REMAINING FRONDS ON NEWLY PLANTED SABEL PALMS WITH THE EXCEPTION OF THE CENTER BUD TO INSURE BETTER SURVIVABILITY AND LESS WATER STRESS PROBLEMS OF THE PALM, THUS GIVING HIGHER SURVIVOR RATE OF THE SAME. (NOTE: OTHER PALM SPECIES THE BRANCHES TOGETHER WITH BIODEGRADABLE TWINE TO A TIGHT BUNDLE AROUND BUD FOR PROTECTION AS REQUIRED).
35. ALL APPLICABLE FEDERAL, STATE, AND LOCAL PERMITS SHALL BE OBTAINED PRIOR TO REMOVAL, RELOCATION, OR INSTALLATION OF PLANT MATERIALS INDICATED WITHIN THE PLANS OR PLAN DOCUMENTS.
36. A SIGHT VISIBILITY TRIANGLE SHALL BE PROVIDED. THE SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED CROSS-VISIBILITY FOR VEHICULAR, PEDESTRIAN, AND BICYCLE TRAFFIC AT LEVEL BETWEEN 30' & 8 FT MEASURED FROM GRADE LEVEL AT ALL ENTRANCES, EXITS, AND INTERSECTIONS.

IRRIGATION SPECIFICATIONS

1. HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
2. ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
3. ALL LATERALS MUST BE PVC SCH 200 AND BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
4. PROVIDE SLEEVES UNDER PAVEMENT PRIOR TO INSTALLATION OF SAME. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PLUMBING BUILDING CODE APPENDIX (F) PART V-A-1:

PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1/2-2 1/2	18"-24"
3-5	24"-30"
6 AND LARGER	30"-36"
5. CONTRACTOR TO SIZE PIPING (UNLESS OTHERWISE SHOWN) AND ADJUST SPRAY HEADS LOCATION TO CONFORM WITH WATER REQUIREMENTS OF ACTUAL LANDSCAPING FOR ADEQUATE WATER COVERAGE.
6. IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS AND MAINTAIN A 50% MIN. OVERLAP USING RUST FREE WATER.
7. IRRIGATION CONTRACTOR TO PROVIDE 35 PSI AT ALL HEADS.
8. HEADS TO BE INSTALLED IN PLANTERS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
9. IRRIGATION CONTRACTOR TO FURNISH CONTROLLER TIME CLOCK TO BE LOCATED IN EXISTING PUMP ENCLOSURE OR APPROVED LOCATION; SEE DETAIL.
10. BUILDING CONTRACTOR TO SUPPLY ELECTRICAL HOOK UP.
11. ALL WORK MUST BE DONE AS PER LOCAL CODES. CODES AND STANDARDS: ALL WORK SHALL BE INSTALLED AND COMPLY WITH "FLORIDA BUILDING CODE APPENDIX (F) PART V-A-1.", INCLUDING ORDINANCES AND REGULATIONS OF ALL GOVERNING AUTHORITIES. WORK ALSO SHALL COMPLY WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
12. SYSTEM IS TO BE DESIGNED (IF NOT SHOWN ON PLAN) AND INSTALLED BY A QUALIFIED, LICENSED, AND INSURED LANDSCAPE IRRIGATOR.
13. SPRINKLER SYSTEM SHALL BE GUARANTEED FOR ONE YEAR AGAINST MECHANICAL DEFECTS.
14. IRRIGATION CONTRACTOR TO USE #14 DIRECT BURIAL LOW VOLTAGE WIRE AND INSTALLED UNDER SIDE OF MAIN LINES TO INSURE PROTECTION AND LOCATING OF SAME. SLEEVED UNDER PAVEMENT AND WALKS. SPLICED ONLY AT VALVE LOCATIONS. ALL SPLICES SHALL BE MADE WATER PROOF. CONTROL WIRES SHALL BE COLOR CODED. ONE EXTRA WIRE SHALL BE RAN WITH EACH ZONE VALVE. IF K-RAINS NOT REQUIRED SEE PLAN FOR VALVE LOCATIONS.
15. ALL IRRIGATION LINE LOCATIONS SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, PLANTINGS AND STRUCTURES AS REQUIRED.
16. IRRIGATION CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION OR UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE IRRIGATION CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
17. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC IRRIGATION SYSTEM USING POP-UP SPRINKLERS. SYSTEM SHALL PROVIDE 100% COVERAGE WITH A 50% OVERLAP (MINIMUM) USING RUST FREE WATER. EXCEPT PRESERVED AREAS REMAINING IN NATURAL STATE. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED THAT WILL OVERRIDE THE IRRIGATION SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON IMPERVIOUS SURFACES AND/OR BE DESIGNED OR INSTALLED TO THROW WATER OVER IMPERVIOUS SURFACE SUCH AS SIDEWALKS, ETC.. HOURS OF OPERATION FOR ALL IRRIGATION SYSTEMS SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR AS MAY BE FURTHER RESTRICTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.



- NOTE:** A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITHIN 10' OF A PAVED SURFACE, STORM SEWER OR INFRASTRUCTURE.
- MINIMUM ROOT BARRIER REQUIREMENTS:
- 1) PANEL 0.085 THICK POLYPROPYLENE
 - 2) ZIPPER JOIN SYSTEM
 - 3) ROUNDED EDGES
 - 4) 24" DEPTH
 - 5) ANTI-LIFT PADS
- NOTE:** BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES. FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND

TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4" CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4" EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4" SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	2 HP STARITE SELF PRIMING PUMP, MODEL #04J, DELIVERING 55 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP STARTER			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 1" & 1 1/2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
	RAIN BIRD ESP-SMto WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
	RAIN BIRD RAIN SWITCH MODEL # 850-74			
	2" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET-DETAIL #1			

Michael E. Rawls
 14417 STERUP LANE
 WELLSVILLE, FL 33414
 TEL: (863) 756-7707
 MICHAEL E. RAWLS
 LANDSCAPE ARCHITECTURE
 103-7336
 0400'

RELEASE INFO

2018-09-28 Opta-Locka Site Plan

REVISIONS

2020-02-13 City Comments
 2020/8/28 Updated Survey

AMD USA Inc.

13050 NW 30th AVENUE

SPECIFICATIONS SHEET

JOB NO. 180201
 88-20-10-2147

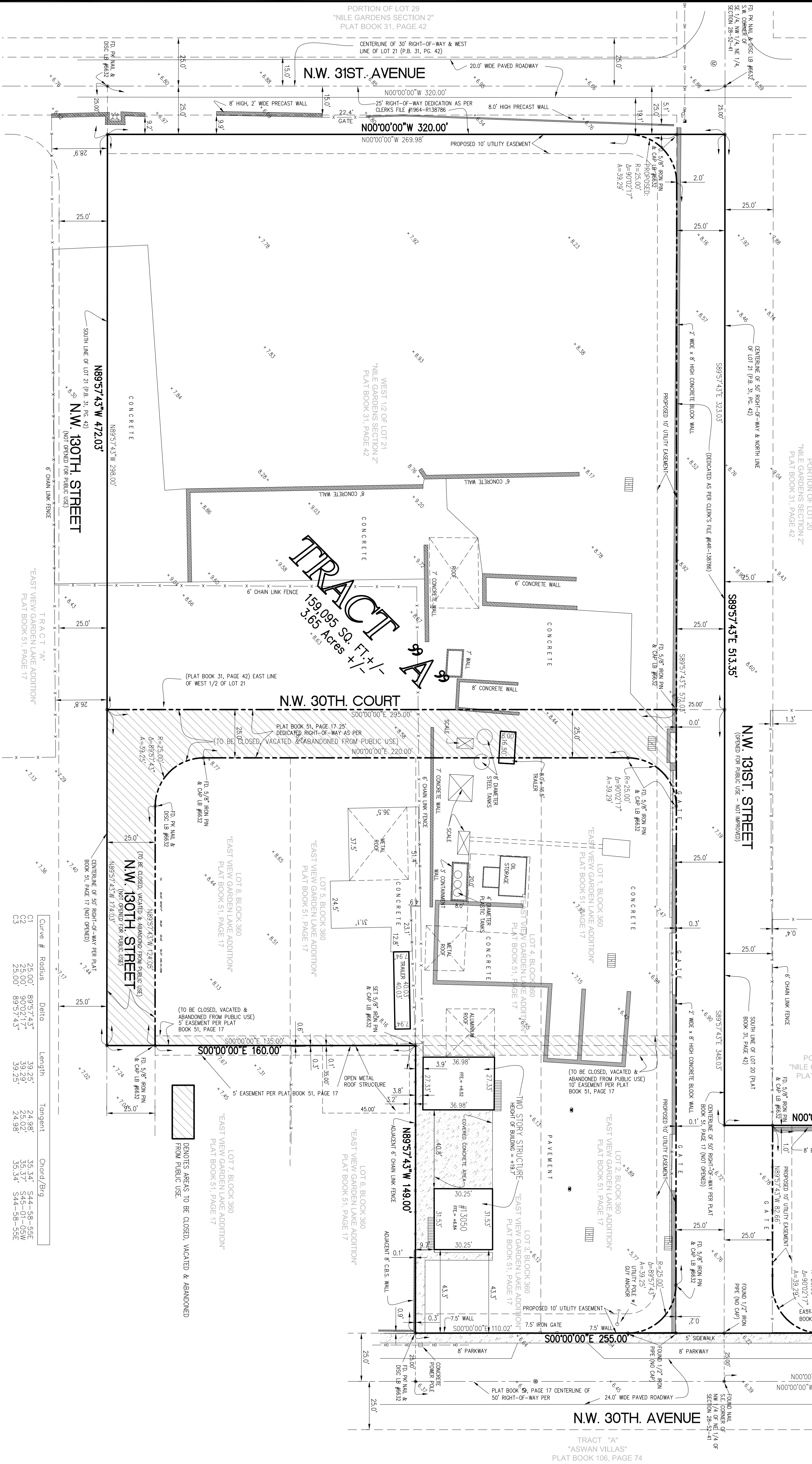
SCALE: 1" = 30'

Sheet No:

L-3

NOT TO BE FILED FOR RECORD UNLESS SIGNED,
 DATED AND WITNESSED BY THE ISSUING SEAL OF
 GLEN A. HANKS
 FLORIDA P.E. #33852
 FOR THE FIRM

“AMDI USA TRACT”

[illegible]

**OWNER: AMDI USA INC.
CONTACT: ALEX OROZCO c/o FRANK VEGA**

SURVEYOR:

PABLO ALFONSO, PSM
ROYAL POINT LAND SURVEYORS
6175 NW 153rd STREET SUITE 321

OFFICE: (305) 822-6062
FAX: (305) 827-9669
EMAIL: INFO@ROYALPOINTLS.COM

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

Curve #	Radius	Delta	Length	Tangent	Chord/Big
C1	25.00'	89°57.43"	39.25'	24.98'	35.34'
C2	25.00'	90°02.17"	39.29'	25.02'	S44-01-05W
C3	25.00'	89°57.43"	39.25'	24.98'	S44-58-55E

Property Address: 13050 NW 30th AVENUE, OPA LOCKA, FL 33054

According to the plat, there are recorded in Plat Book 51, Page 1, Public Records of Miami-Dade County, Florida, TOGETHER WITH: The West 1/2 of Tract 21, "NINE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. The North 70 feet of the South 95 feet of the East 107.675 feet of Tract

20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

- 1) The legal decision to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- 2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances OPINION OF TITLE.
- 3) An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's No. 01-2009-00895, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this instrument, if any found in the Public Records of this County.

4. The expected use of the land, as classified in the Standards of Practice (5-1-JT6.0), is "Residential High Risk." The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure may be found to exceed this requirement.
5. All measurements shown herein are made in accordance with the United States Standard Feet.
6. Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
7. Not withstanding the signature and the original closed seal of a Florida Licensed Surveyor and Mapper, additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
8. Underground utilities are not depicted herein, conduct the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
9. The surveyor does not determine fence and/or wall ownership.

- (1) Type of Survey/ID: 00000000/00000000 SCIENCE.
- (2) The North arrow and bearings shown herein are based on a bearing of N0000000E along the East line of Block 360, of "EAST WEN GARDEN LAKE ADDITION," according to the plat thereof as recorded in Plat Book 51, at Page 72, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.
- (3) Flood Zone Data: Community/ Parcel #/0065/0158/L, Dated: 9/11/2009
- (4) Elevations shown herein are based on National Geospatial Vertical Datum (1929 Mean Sea Level), Flood Zone: "AH" & "X". Base Flood Elevation = +7'0"
- (5) Benchmark Used: Miami-Dade County Benchmark #H-463, N.E. Elevation = +8.89'
- (6) Legal Description shown herein as per deed/street site commitment.
- (7) Present Zoning: H-2 (Unplanned Planned District)
- (8) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Side = 15 feet
- (9) Source: City of Coral Gables Planning Department
- (10) Subject property has access to a public right-of-way: NW 30th Avenue & NW 31st Ave.
- (11) Flood District: +63, (as shown on ALH0000 PLAT of 00000000 DUTCHMAN MAPS, as recorded in Plat Book 91, Page 09 of the public records of Miami-Dade County, Florida.)
- (12) Site Development Data: Number of Tracts = 2

HERBRY CEEFY THAI: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards o Practices as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

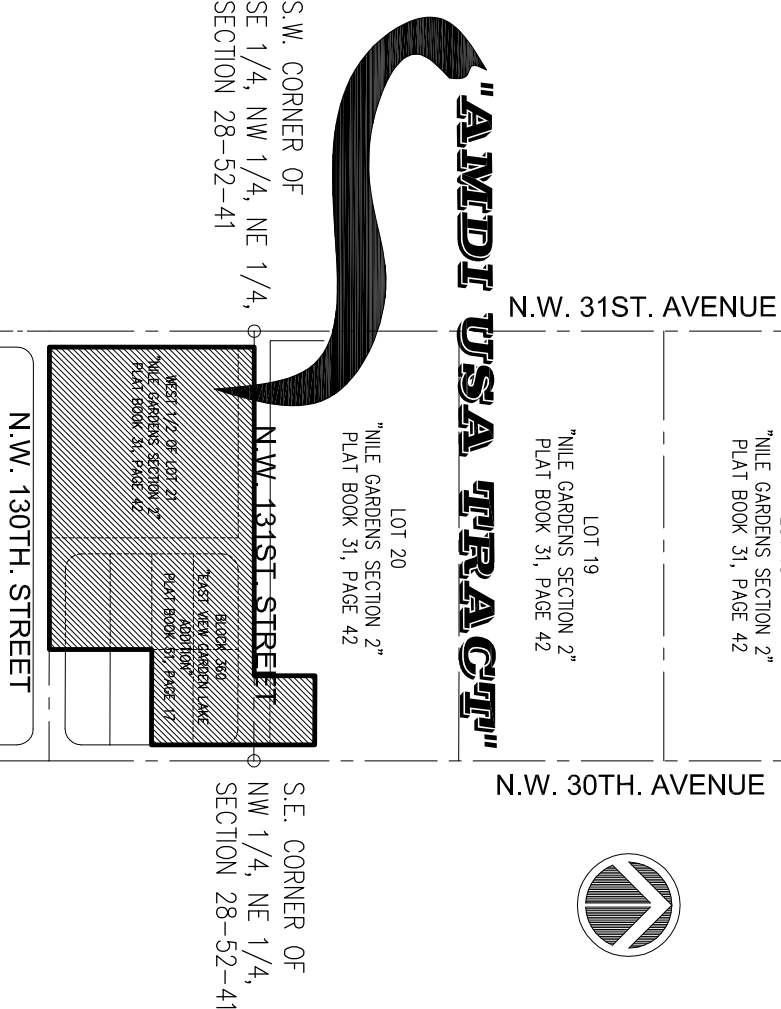
HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28 Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

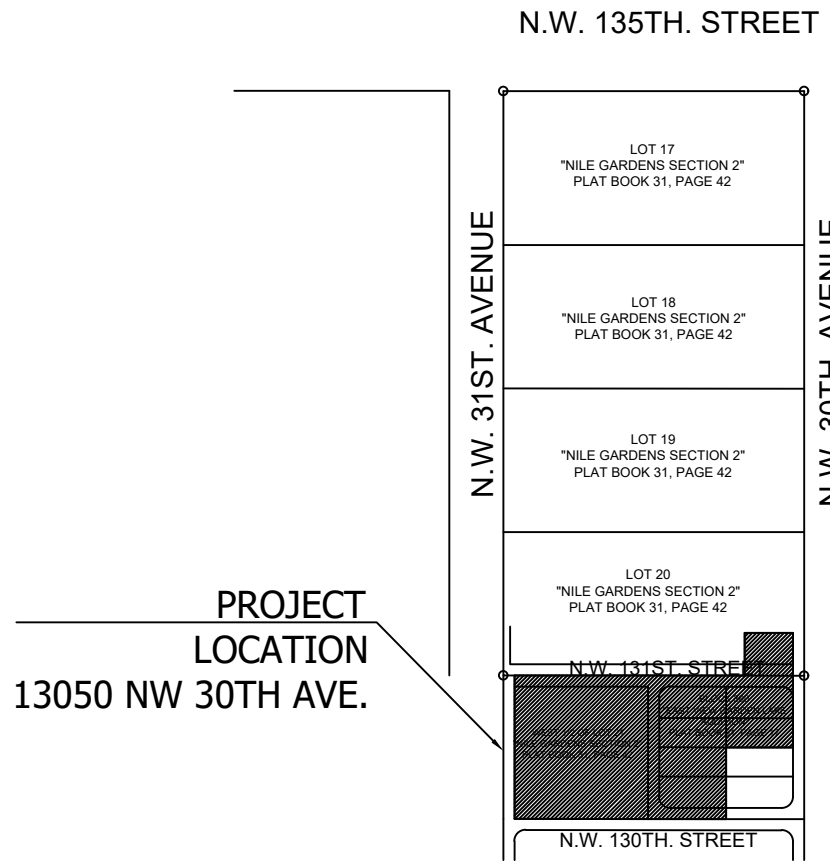
ROYAL POINT LAND SURVEYORS, INC.
-B No. 7282

PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5860
State of Florida
Date of Survey: 06/09/2018
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd. Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

[illegible]

LOCATION MAP



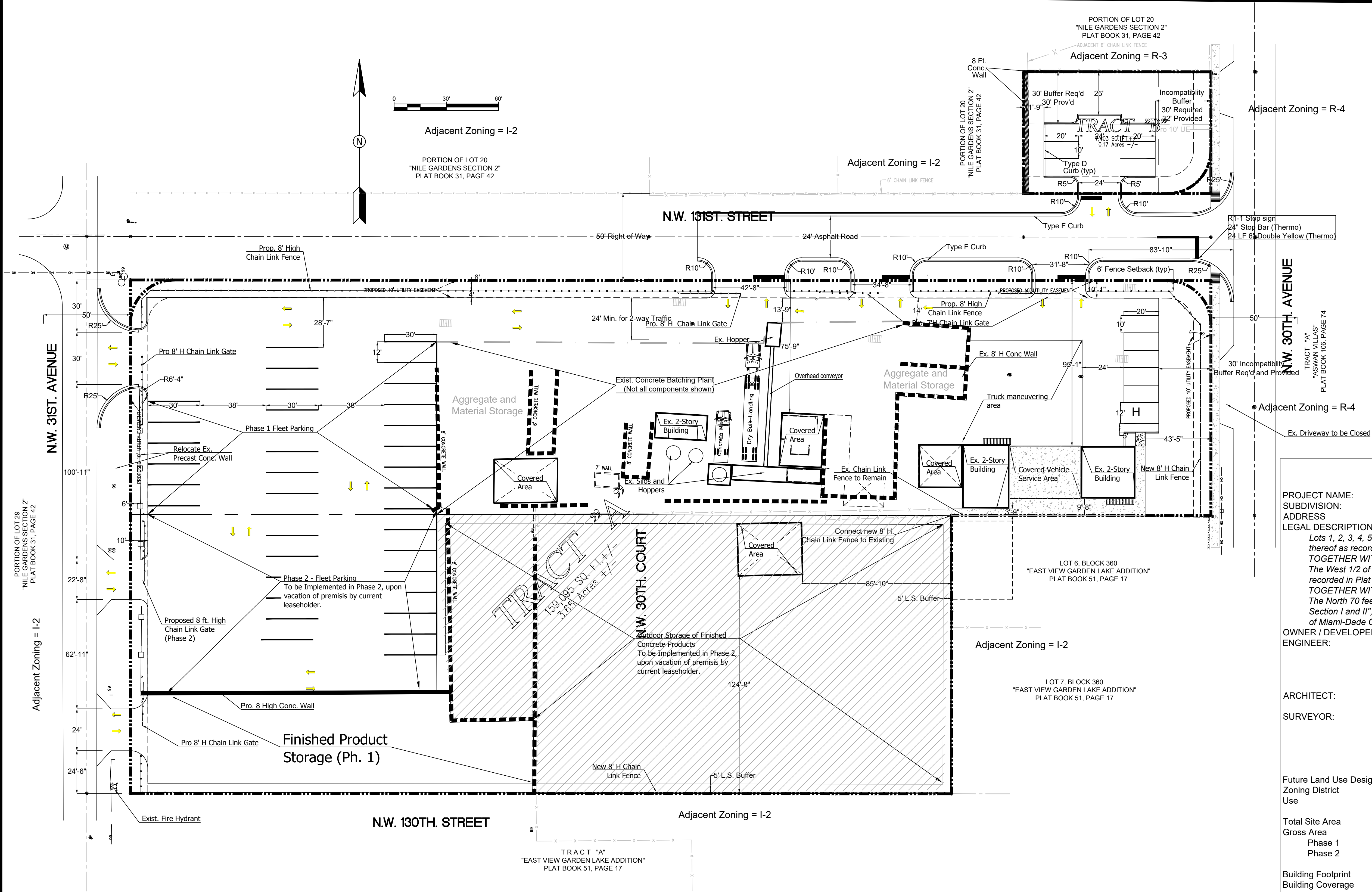
Site Data Table

PROJECT NAME:	AMDI USA, INC.	
SUBDIVISION:	AMDI USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	Required Industrial I-2	Provided Industrial I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area	166,498 SF (3.82 AC)	
Gross Area	166,498 SF (3.82 AC)	
Phase 1	101,595 SF (2.3 AC) (61.1%)	
Phase 2	64,903 SF (1.5 AC) (38.9%)	
Building Footprint	2,261 SF	
Building Coverage	2,261 SF	
Building Area (Ex)	4,102 SF	
Roofed Area	4,338 SF	
Paved Areas	138,684 SF (83%)	
Total Impervious Areas	145,283 SF (87%)	
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)**	
Proposed	138,684 SF (3.18 AC) (83%)***	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)***	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9" ***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

* Special Exception Approval Required

**Existing Non-conforming site feature

***Existing Non-conforming allowed to remain



LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION"
according to the plat thereof as recorded in Plat Book 51, Page 17, Public
Records of Miami-Dade County, Florida.

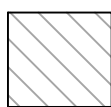
TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to
the plat thereof as recorded in Plat Book 31, Page 42, Public Records of
Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
20, "NILE GARDENS, Section I and II", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

Concrete and concrete products are produced
within the area noted as "Ex. Concrete Batching Plant."
Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and
Finished Concrete Product Production

July 23, 2021

Hope Calhoun, Esq
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432

RE: Value of right of way vacation for
AMD, 13050 NW 30th Ave.

Hope:

In response to your request to establish a value for the rights of way exchanged between the City of Opa Locka and IDMA Holdings (the applicant), this office computed, as set forth in Section 8(a) of Ordinance No. 14-02 the average between the assessed value from the Miami Dade Property Appraiser and the market value determined by a private appraiser and applied this value to the net area of right of way being transferred.

The Miami Dade Property Appraiser does not assign land values to public rights of way. Instead, this office computed the average land values (current year) obtained from the Miami Dade Property Appraiser for the 8 parcels adjacent to the right of way being vacated (see Table 1). The average land value of properties adjacent to the right of way being vacated is \$18.43/SF with an market value of \$30.00/SF established by Commercial Appraisal Group Co. The average of the market value and the mean SF value from the Miami Dade Property Appraiser is \$24.22/SF.

Table 1

PCN	Land Value ¹	SF		
08-2128-002-0040	\$ 184,015.00	9,685		
08-2128-002-0030	\$ 209,080.00	10,454		
08-2128-002-0020	\$ 209,080.00	10,454		
08-2128-002-0050	\$ 191,660.00	9,583		
08-2128-004-0380	\$ 1,860,588.00	103,366		
08-2128-002-0060	\$ 191,660.00	9,583		
08-2128-002-0090	\$ 209,080.00	10,454		
08-2128-004-0330	\$ 97,981.00	7,537		
	\$ 3,153,144.00	171,116	\$18.43	\$/SF
		Market Value ²	\$30.00	\$/SF
		Average SF Value	\$24.22	

¹ Values and areas obtained from Miami Dade Property Appraiser's website

² Per Appraisal prepared by Commercial Appraisal Group Co.

Ordinance 14-02 requires payment of \$275,357 to the City for the vacation of 11,369 SF of right of way along the alignments of NW 30th Court and NW 130th Street. The dedication (by separate instrument) of approximately 7,450 SF of right of way along the alignment for NW 131st Street (which as explained in my correspondence dated June 11, 2021, attached, is needed for the City's programmed construction of NW 131st Street between NW 30th and NW 31st Avenues), has by the same logic a value of \$180,439.00. Assuming the dedication of right of way will be accepted by the City as an in-kind contribution, the net amount due for the vacation of right of way for the AMDI project is \$94,918.

Regards,

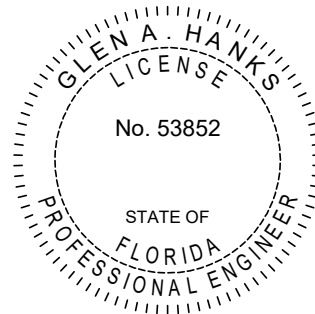
Glen A. Hanks

Digitally signed by Glen A.
Hanks
Date: 2021.07.23 10:23:06
-04'00'

Glen A. Hanks, P.E.
FL Reg. No. 53852

This item has been digitally signed and sealed
by Glen A. Hanks, P.E. on the date adjacent to
the seal using the SHA authentication code.

Printed copies of this document are not
considered signed and sealed and the SHA
authentication code must be verified on any
electronic copies.



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Applicant seeks to obtain Development Agreement Review approval in the accordance with the requirements of the City of Opa-Locka for the operation of a concrete batching plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 in the I-2 Zoning District; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation. The Applicant will take steps to mitigate or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the application for the variance requests by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Development Agreement attached hereto as Exhibit "A".

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

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 Planning & Zoning Board of the City of Opa-Locka hereby approves an approval request for the Development Agreement, attached hereto as Exhibit "A", for operation of a Concrete Batching Plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) 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:

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

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

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

POLITICS

Góngora drops reelection bid; total of 14 candidates qualify for Miami Beach election

BY MARTIN VASSOLO
mvassolo@miamiherald.com

The ballot is now set for Miami Beach’s Nov. 2 election, with a total of 14 candidates qualifying Friday to campaign for three commission seats and the mayor’s job.

The biggest wildcard leading up to the qualifying deadline, incumbent Commissioner Michael Góngora, dropped his bid to seek reelection in

Group 3 following a judge’s order barring him from running due to city term limits.

Góngora instead filed Thursday to run for mayor in 2023, which he said was initially his plan before his supporters told him to run for reelection. He also threw his support behind the newest Group 3 candidate, Planning Board Member Alex Fernandez, whom Góngora said he had initially recruited to run for his seat earlier this

year.

Góngora said he would transfer the more than \$200,000 in his campaign coffers to his next campaign.

“A lot of people invested in my race and want to have my voice on the dais in City Hall,” he said.

Fernandez, who filed to run this week, is joined in the Group 3 race by Michael “Mike B” Barrineau, Melissa Beattie and Stephen Cohen.

There were other surprises Friday, with two candidates switching groups. Gregory Branch, who initially filed in Group 1 before switching to Group 3, jumped back in the Group 1 race. He joins four other candidates in the race, including former Commissioner Kristen Rosen Gonzalez, Adrian Gonzalez, Raquel Pacheco and Blake Young.

In Group 2, a seat held by Commissioner Mark Samuelian, challenger



Courtesy to the Miami Herald

Miami Beach Commissioner Michael Góngora.

Fabián Basabe entered the race on Friday, giving Samuelian his only competition in the election.

In the mayor’s race,

Mayor Dan Gelber is running against four other candidates: Jean Marie Echemendia, Ronnie Eith, Carlos Enrique Gutierrez and Gus Manassis.

In a fundraising email sent after Friday’s qualifying deadline, Gelber told his supporters to “expect this to be a competitive election where no one can stay on the sidelines.”

The last day to register to vote in Miami Beach’s November election is by 5 p.m. on Oct. 4. The last day to request a vote-by-mail ballot is Oct. 23. Early voting starts on Oct. 18 and ends Oct. 31.

Martin Vassolo: 305-376-2071, martindvassolo

FROM PAGE 17A

ABORTION

Court precedent.”

WHAT TEXAS ENACTED

The announcement comes as Florida Democrats are pledging to fight any bills in the state Legislature inspired by SB 8, the new Texas law that outlaws abortions after six weeks of pregnancy, before most women know they are pregnant. Similar so-called “heartbeat” bills have been previously proposed in other states, including Florida. But in Texas, the new law empowers civilians to report violations that could result in at least \$10,000 in damages if they succeed in court.

The Florida Legislature has taken up efforts to pass new abortion restrictions nearly every session. Florida Senate President Wilton Simpson issued a statement last week when the bill was signed into law, saying “it’s worthwhile to take a look at the Texas law and see if there is more we can

do here in Florida.” But he stopped short of specifying what restrictions Florida lawmakers would consider in the legislative session that begins Jan. 11.

Miami Sen. Annette Taddeo, a Democrat, said during a press conference in Doral she was concerned about Florida Republicans suggesting they are willing to take on new anti-abortion legislation and calling the Texas law the “Rapist’s Bill of Rights,” in reference to the lack of exceptions for rape or incest.

“When we’re talking about abused, in many situations children, they’ve already been abused by their abuser and now they’re going to be abused again by their government,” said Taddeo, who has hinted at a possible run for governor in 2022.

She also compared the civilian enforcement of the ban to a culture of political repression in Cuba, where neighbors have been encouraged to act as vigi-

lantes to report their own neighbors to the regime over anti-government sentiment.

“This law specifically in Texas, the one they want to bring to Florida, would do that here in Florida. That civilians would be the ones who are patrolling: in what car did they get into, where did they go, if they’ve gone to an [abortion] center. Which by the way, many women go to these centers simply so they can prevent getting pregnant,” said Taddeo. “When I was young and I had no health insurance, I used to go to Planned Parenthood to receive the pill. That’s what is happening today with so many people.”

OUT-OF-STATE PATIENTS SEEKING CARE

Laura Goodhue, executive director for Florida’s Planned Parenthood affiliates, said a Texas-style law in Florida would impose major restrictions on any woman seeking abortion across the entire southern U.S.

She said Planned Parenthood sites in Jackson-

ville and Tallahassee have seen an increase in patients from Georgia and Alabama due to a lack of abortion providers in those states. Another ban on abortions six weeks into pregnancy in the South’s two largest states would mean more patients heading to overworked clinics in Louisiana and other southern states, Goodhue said.

“This means practically one half of the country would be without abortion access,” Goodhue said.

Dr. Samantha Deans, associate medical director at Planned Parenthood of South, East and North Florida, said it was not accurate to say that a heartbeat can be heard after six weeks of pregnancy because a fetus has not yet developed the heart valves that pump blood into the body.

“That is based on the technology and the quality of your ultrasound. The sound that you are referring to is actually just ultrasonic waves that come from the machine and create feedback as they hit the electrical activity of the cells. It is

not a heartbeat, there is no blood that exists in an embryo to beat through a heart,” said Deans during the press conference in Doral. “Valves don’t exist until eight weeks of an embryological development and 10 weeks of pregnancy.”

Democratic U.S. Rep. Debbie Wasserman Schultz, who said her own pregnancy wasn’t detected for eight weeks, said she anticipates a mass public pressure campaign in Texas and Florida if the Legislature chooses to move forward with a Texas-style law.

Wasserman Schultz brought up examples of Atlanta losing the Major League Baseball All-Star Game after the state passed restrictions on voting, and threats from the NCAA and other sporting organizations to cancel events in North Carolina after the state compelled schools to restrict use of bathrooms to users based on the corresponding sex listed on their birth certificates as potential consequences Florida would face if it passes an abortion ban.

But Democratic state Rep. Dotie Joseph said she doesn’t think economic pressure will sway many of her Republican colleagues.

“All we’ll see them is being dubbed a ‘woke corporation,’ ” Joseph said when asked about the prospect of boycotts from businesses. “I don’t know that it moves [Republicans] in any way, shape or form.”

Democratic state Sen. Lori Berman said some elected Republicans could ultimately be swayed not to make abortion restrictions a central part of their campaigns to appeal to suburban women, though she did not anticipate that many Florida Republicans at the state or federal level would vote against enacting Texas-style legislation.

“I don’t think it’s the state boycotts, but I do think there’s an issue with moderate Republican women who do support abortion,” Berman said.

Bianca Padró Ocasio: 305-376-2649, @BiancaJoanie



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, September 22, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for adoption:

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002- 0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, September 22, 2021.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA, FLORIDA
NOTICE OF BUDGET HEARINGS
FY 2021-2022

NOTICE IS HEREBY GIVEN that the City of Opa-locka will conduct public hearings on the Fiscal Year 2021-2022 Budget on **Wednesday, September 15, 2021 at 5:01 p.m.** and **Wednesday, September 22, 2021 at 5:01 p.m.** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida to consider the following:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The purpose of the Budget Hearings is to allow City of Opa-locka residents the opportunity to speak on the fiscal year 2021-2022 budget. All interested persons are encouraged to attend these meetings and will be heard with respect to the public hearings.

A copy of the Fiscal Year 2021-2022 Proposed Budget is available for review on the City of Opa-locka website at www.opalockafl.gov.

Procedures for Public Participation

How to watch the meeting

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

Public Hearings are held in-person while allowing virtual participation. Members of the public wishing to provide comments on the FY 2021-2022 budget may do so in person or virtually.

To particlpate virtually, please register by 5:01 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

Please contact the City Clerk at (305) 953-2800/2801 or jflores@opalockafl.gov for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at 305.953.2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at 800.955.8771 (TTY), 800.955.8770 (Voice), 877.955.8773 (Spanish) or 877.955.8707 (Creole).

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

JOANNA FLORES, CMC
CITY CLERK



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

Department Director:	Gregory Gay		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	May 12, 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 X	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

This Development Agreement request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

Record and Return to: (enclose self-addressed stamped envelope)
Hope W. Calhoun, Esq.
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

This Instrument Prepared by:
Law Offices of Burnadette Norris-Weeks, P.A.
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND IDMA HOLDINGS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this ___ day of _____ 2021 ("Execution Date") by and between IDMA Holdings, LLC/AMDI USA, Inc., a Florida limited liability company ("Owner") with a mailing address of 13050 NW 30th Avenue, Opa Locka FL 33054 and the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, FL 33054

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 3.82 acres of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. 0821280020020, 0821280020030, 0821280020040, 0821280020050, 0821280020060, 0821280020090, 0821280040330 and 0821280040380 (the "Property"), the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Owner acquired ownership of the Property with an existing concrete and batching plant located there upon ("Project")

WHEREAS, the City Commission, on _____, 2021 adopted Resolution Numbers _____, _____, _____, approving a Special Exception Site Plan, a Tentative Plat, and Variances ("Applications") for the Proposed Development type which includes approximately 4,102 square foot office building, 13 office parking spaces, the concrete batching plant area as well as parking and loading area for the concrete/cement trucks and 21,215 square feet of landscaping; 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 _____, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth below, and Owner is authorized 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 Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" 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, IDMA Holdings, LLC/AMD I USA, Inc., a Florida limited liability company 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 IDMA Holdings, LLC/AMDI USA, Inc., at 13050 NW 30th Avenue 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 IDMA Holdings, LLC/AMDI USA, Inc. at 13050 NW 30th Avenue "Site Plan approved by the City Commission via Resolution No. _____ for the existing concrete batching plant currently existing on the Property and the office and surface parking and landscaping in accordance with the site plan.
- m. "Governing Body" means the City of Opa-Locka's City Commission or successor entity.
- 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 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 15-31.
- r. "Parties" means the City and the Owner, IDMA Holdings, LLC/AMDI USA, Inc.
- s. "Project" is the IDMA Holdings, LLC/AMDI USA, Inc. at 13050 NW 30th Avenue facility as described in the plans prepared by Glen Hanks Consulting Engineers, Inc. for the existing concrete batching plant as described by the AMDI site plan and dated August 29, 2020, which proposes the development of approximately 3.2 acre parcel of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, and identified by Miami-Dade County Tax Folio Nos 0821280020020, 0821280020030,

0821280020040, 0821280020050, 0821280020060, 0821280020090, 0821280040330 and 0821280040380 (the "Property"), the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A."

- t. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.
- u. "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Number _____ and _____ approving the IDMA Holdings, LLC/AMDI USA, Inc., at 13050 NW 30th Avenue Site Plan and the IDMA Holdings, LLC/AMDI USA, Inc. 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 Owners/Owners 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, 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 IDMA Holdings, LLC/AMDI USA, Inc. Site Plan. Such items include but are not specifically limited to:
 - Design of all physical structures, water bodies, private and public improvements and
 - The color and dimensional characteristics of all building materials
 - All landscaping, loading areas 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 IDMA Holdings, LLC/AMDI USA, Inc. at 13050 NW 30th Avenue 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 at 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 November 2050.
- f. Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution.
- g. Owner shall strive to employ qualified residents from the City of Opa Locka to work at the Property (prior to and after construction). In order to accomplish this task, the Owner shall coordinate with the Career Source of South Florida office, located in the City.
- h. Owner shall also encourage all contractors and subcontracts to employ Opa-Locka residents through the assistance of the Career Source South Florida office.
- i. Owner agrees: To host job fairs for (business) operation jobs;

- j. All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- k. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- l. The following timelines shall be complied with by Owner, IDMA Holdings, LLC/AMDI USA, Inc.. Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
 - Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
 - Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

9. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need 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) Modifications to existing approvals and permits, including the Site Plan Amendment
- (b) Water, sewer, paving and drainage permits
- (c) Building permits
- (d) Sign permits
- (f) Certificates of use and occupancy
- (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 liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement.

10. Public Services and Facilities; Concurrence. 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 by the Applications. The Property and the Project will also be served by any and 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. All development orders or permits sought to be

issued for the Project pursuant to this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Owner constructs the Property in compliance with the City's Laws, Comprehensive Plan and Land Development Regulations in existence as of the Effective Date. 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.

11. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), RS., the City hereby finds and declares that the Owners 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.

12. 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 after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's 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.

13. 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.

14. 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 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.

15. 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.

16. 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 Developer at: IDMA Holdings, LLC/AMDI USA, Inc., a Florida limited
 liability company
 13050 NW 30th Ave.
 Opa Locka, FL 33054

With a copy to: Dunay Miskel Backman, LLC
 14 SE 4th Street
 Suite 36

Boca Raton, FL 33432
Attn: Hope W. Calhoun, Esq.

17. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners 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 level. Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which 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 Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

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: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2021.

Approved for form and legal sufficiency:

City Attorney:

IDMA Holdings, LLC/AMDI USA, Inc., a
Florida limited liability company

WITNESS:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)

:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ____ physical
presence or ____ online notarization, on this _____ day of _____, 2021 by Alex Orozco as
Manager of IDMA Holdings, LLC, a Florida limited liability company. He is:

____ personally known to me, or

____ produced identification. Type of identification produced _____.

Notary Public, State of Florida at Large

Print Name

My Commission Expires:

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates

1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers. Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings)*
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Page 2 of 5

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4754 DATE RECEIVED: _____PROPERTY OWNER'S NAME: IDMA Holdings, LLCPROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

APPLICANT'S NAME: AMD I USA, Inc.APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.

Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2LEGAL DESCRIPTION: See attached

Please check specific request:

☐ Tentative Plat☐ Final Plat☐ Comprehensive Plan Amendment: ☐ Small Scale, ☐ Large Scale (please specify type of amendment below)☐ Rezoning☐ Drainage Plan☐ Fill Permit Request☐ Preliminary Site Plan Review☐ Final Site Plan Review☐ Conditional Use Permit - No Plans☐ Conditional Use Permit - With Plans☐ Special Exception - No Plans☐ Special Exception - With Plans☒ Development Agreement☐ Restrictive Covenant☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☐ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☐ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Ornela, being first duly sworn, depose and say that I am the OWNER of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

13050 NW 30th Ave.

Date

Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31

Page 4 of 5



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see letter dated 4/6/2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun, Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

Date

Sworn to and subscribed before me:

This 5 day of August 2020

Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional

Florida Sunshine State
CDL CLASS A
0620-001-60-362-0
ALERT A
ORNOZZO
 6871 W WEDGEWOOD AVE
 DAVIE, FL 33331-2847
 DOB: 10-02-1969 SEX: M
 EXPIRED: 04-03-2013
 EXPIRES: 10-02-2020
 ENDORSEMENTS:
 NONE
 TEST DATE: 07-27-2017

ORNOZZO
ORNOZZO

NO TONGUE ALSO
 Operation of a motor vehicle continues restricted to any vehicle with required tag

Record and Return to: (enclose self-addressed stamped envelope)

Hope W. Calhoun, Esq.

14 SE 4th Street

Suite 36

Boca Raton, FL 33432

This Instrument Prepared by:

Hope W. Calhoun, Esq.

14 SE 4th Street

Suite 36

Boca Raton, FL 33432

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND IDMA HOLDINGS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this ___ day of _____ 2020 ("Execution Date") by and between IDMA Holdings, LLC, a Florida limited liability company ("Owner") with a mailing address of 13050 NW 30th Avenue, Opa Locka FL 33054 and the City of Opa-Locka, a municipal corporation of State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, FL 33054

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 3.82 acres of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. 082120020020, 08210020030, 082120020090, 082120020050, and 082120020060 (the "Property"), the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Owner acquired ownership of the Property with an existing concrete and batching plant located there upon ("Project")

WHEREAS, the City Commission, on _____, 2021 adopted Resolution numbers _____ approving a site plan amendment, a plat, a special exception, and assorted variances ("Applications") for the Business; 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 _____, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth below, and Owner is authorized to execute this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" 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, IDMA Holdings, LLC, a Florida limited liability company 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. "Project Site Plan" is the Site Plan amendment approved by the City Commission via Resolution No. _____ for the existing batch and concrete plant currently existing on the Property.
- l. "Governing Body" means the City of Opa-Locka's City Commission or successor entity.
- m. "Initial Term" is thirty (30) years commencing on the Effective Date.
- n. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.
- o. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land effect as of the Effective Date.
- p. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Unified Land Development Regulation Code, the Ordinance and the Resolution Number _____.
- q. "Project" is the existing batching and concrete plant as described by the AMDI site plan amendment.
- r. "Property" means the approximately 3.2 acre parcel of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, and identified by Miami-Dade County Tax Folio Nos 082120020020, 08210020030, 082120020090, 082120020050, and 082120020060, the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A."
- s. "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.
- t. "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Number _____ approving the Applications for the 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 section 4.16 of the City of Opa-Locka's Unified 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 Owners/Owners 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 Other 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. Upon the expiration or termination of this Agreement the Property shall be subject to all then applicable land use terms and regulations of the City.

8. 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 Site Plan Amendment. Such items include but are not specifically limited

to design of all physical structures, water bodies, private and public improvements.

- e. Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution.
- f. Owner shall strive to employ qualified residents from the City of Opa Locka to work at the Property (prior to and after construction). In order to accomplish this task, the Owner shall coordinate with the Career Source of South Florida office, located in the City.
- g. Owner shall also encourage all contractors and subcontracts to employ Opa-Locka residents through the assistance of the Career Source South Florida office.
All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- h. Parking and weigh scale

9. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need 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) Modifications to existing approvals and permits, including the Site Plan Amendment
- (b) Water, sewer, paving and drainage permits
- (c) Building permits
- (d) Sign permits
- (f) Certificates of use and occupancy
- (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 liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement.

10. Public Services and Facilities; Concurrence. 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 by the Applications. The Property and the Project will also be served by any and 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. All development orders or permits sought to be issued for the Project pursuant to this Agreement are hereby found to meet

concurrency standards set forth in the Comprehensive Plan (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Owner constructs the Property in compliance with the City's Laws, Comprehensive Plan and Land Development Regulations in existence as of the Effective Date. 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.

11. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), RS., the City hereby finds and declares that the Owners 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.

12. 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 Plait 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 Agree Tent shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's 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.

13. 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.

14. 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 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.

15. 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.

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

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

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

If to the Developer at: IDMA Holdings, LLC, a Florida limited liability company
13050 NW 30th Ave.
Opa Locka, FL 33054

With a copy to: Dunay Miskel Backman, LLC
14 SE 4th Street
Suite 36
Boca Raton, FL 33432
Attn: Hope W. Calhoun, Esq.

17. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners 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 level. Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which 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 Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

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: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2020.

Approved for form and legal sufficiency:

City Attorney:

IDMA Holdings, LLC, a Florida limited liability company

WITNESS:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)
 :
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, on this _____ day of _____, 2020 by Alex Orozco as Manager of IDMA Holdings, LLC, a Florida limited liability company. He is:

____ personally known to me, or
____ produced identification. Type of identification produced _____.

Notary Public, State of Florida at Large

Print Name

My Commission Expires:



AMD I USA INC.
13050 NW 30th AVENUE
OPA LOCKA, FL 33054
305-200-4778



ACH RIT 063100277
63-27/631

08/05/2020

PAY TO THE
ORDER OF

City of Opa Locka

\$ **3,500.00

Three Thousand Five Hundred and 00/100*****

DOLLARS

City of Opa Locka
780 Fisherman St Suite 120
Opa Locka, FL 33054

MEMO

Development Agreement Application

W/Opraco
AUTHORIZED SIGNATURE

⑈00⑆75⑆⑈ ⑈063⑆00277⑈ 898063779726⑈

AMD I USA INC.

City of Opa Locka

61000 - Business Licenses and Permits Development Agreement Application

08/05/2020

4754

3,500.00

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/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: 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
Rose Tydus	N/A (Audio Issues)

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?

***No questions but there was one Public Comment.**

(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**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article 1 and Article 2 of the City of Opa-Locka Code of Ordinances, the City Commission has the power to approve and adopt plats; and

WHEREAS, AMDI USA, Inc. ("Applicant") has requested the City of Opa-Locka ("City") to close, abandon and vacate a portion of NW 130th Street between NW 30th Avenue and NW 30th Court within the City; and

WHEREAS, the Applicant's request is to also close, abandon and vacate a portion of NW 30th Court between NW 130th Street and NW 131st Street within the City; and

WHEREAS, the Applicant has submitted a site plan that shows the proposed use of the vacated streets and the surrounding parcels for operation of a concrete batching plant and finished concrete production company facility; and

WHEREAS, the Applicant represents that it is following the process regarding the vacation of City streets and alleys, outlined in Ordinance 14-02; and

WHEREAS, on March 16, 2021, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval for the closure, vacation and abandonment of a portion of NW 130th Street between NW 30th Avenue and NW 30th Court and the abandonment of a portion of NW 30th Court between NW 130th Street and NW 131st Street for the Operation of a Concrete Batching Plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-

004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Right-of-Way closure as illustrated on the attached Sketch & Legal Description Street Closure, attached hereto as Exhibit "A".

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

Section 1. Incorporation of Recitals.

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

Section 2. Approval.

The City Commission of the City of Opa-Locka hereby approves a request by AMDI USA, Inc. for the closure, vacation and abandonment of a portion of NW 130th Street between NW 30th Avenue and NW 30th Court and the abandonment of a portion of NW 30th Court between NW 130th Street and NW 131st Street, as provided in Exhibit "A", for the operation of a Concrete Batching Plant on the property located at 13050 NW 30th Avenue and identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions 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 5. Violations of Conditions.

Failure to adhere to the terms and conditions of this Ordinance shall be considered a violation of the City of Opa-locka Land Development Regulations and shall be subject to the penalty(s), listed in the City Code of Ordinance / Land Development Regulations.

Section 6. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____ 2021.

PASSED SECOND READING this ____ day of _____ 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
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) _____

POLITICS

Góngora drops reelection bid; total of 14 candidates qualify for Miami Beach election

BY MARTIN VASSOLO
mvassolo@miamiherald.com

The ballot is now set for Miami Beach’s Nov. 2 election, with a total of 14 candidates qualifying Friday to campaign for three commission seats and the mayor’s job.

The biggest wildcard leading up to the qualifying deadline, incumbent Commissioner Michael Góngora, dropped his bid to seek reelection in

Group 3 following a judge’s order barring him from running due to city term limits.

Góngora instead filed Thursday to run for mayor in 2023, which he said was initially his plan before his supporters told him to run for reelection. He also threw his support behind the newest Group 3 candidate, Planning Board Member Alex Fernandez, whom Góngora said he had initially recruited to run for his seat earlier this

year.

Góngora said he would transfer the more than \$200,000 in his campaign coffers to his next campaign.

“A lot of people invested in my race and want to have my voice on the dais in City Hall,” he said.

Fernandez, who filed to run this week, is joined in the Group 3 race by Michael “Mike B” Barrineau, Melissa Beattie and Stephen Cohen.

There were other surprises Friday, with two candidates switching groups. Gregory Branch, who initially filed in Group 1 before switching to Group 3, jumped back in the Group 1 race. He joins four other candidates in the race, including former Commissioner Kristen Rosen Gonzalez, Adrian Gonzalez, Raquel Pacheco and Blake Young.

In Group 2, a seat held by Commissioner Mark Samuelian, challenger



Courtesy to the Miami Herald

Miami Beach Commissioner Michael Góngora.

Fabián Basabe entered the race on Friday, giving Samuelian his only competition in the election.

In the mayor’s race,

Mayor Dan Gelber is running against four other candidates: Jean Marie Echemendia, Ronnie Eith, Carlos Enrique Gutierrez and Gus Manassis.

In a fundraising email sent after Friday’s qualifying deadline, Gelber told his supporters to “expect this to be a competitive election where no one can stay on the sidelines.”

The last day to register to vote in Miami Beach’s November election is by 5 p.m. on Oct. 4. The last day to request a vote-by-mail ballot is Oct. 23. Early voting starts on Oct. 18 and ends Oct. 31.

Martin Vassolo: 305-376-2071, martindvassolo

FROM PAGE 17A

ABORTION

Court precedent.”

WHAT TEXAS ENACTED

The announcement comes as Florida Democrats are pledging to fight any bills in the state Legislature inspired by SB 8, the new Texas law that outlaws abortions after six weeks of pregnancy, before most women know they are pregnant. Similar so-called “heartbeat” bills have been previously proposed in other states, including Florida. But in Texas, the new law empowers civilians to report violations that could result in at least \$10,000 in damages if they succeed in court.

The Florida Legislature has taken up efforts to pass new abortion restrictions nearly every session. Florida Senate President Wilton Simpson issued a statement last week when the bill was signed into law, saying “it’s worthwhile to take a look at the Texas law and see if there is more we can

do here in Florida.” But he stopped short of specifying what restrictions Florida lawmakers would consider in the legislative session that begins Jan. 11.

Miami Sen. Annette Taddeo, a Democrat, said during a press conference in Doral she was concerned about Florida Republicans suggesting they are willing to take on new anti-abortion legislation and calling the Texas law the “Rapist’s Bill of Rights,” in reference to the lack of exceptions for rape or incest.

“When we’re talking about abused, in many situations children, they’ve already been abused by their abuser and now they’re going to be abused again by their government,” said Taddeo, who has hinted at a possible run for governor in 2022.

She also compared the civilian enforcement of the ban to a culture of political repression in Cuba, where neighbors have been encouraged to act as vigi-

lantes to report their own neighbors to the regime over anti-government sentiment.

“This law specifically in Texas, the one they want to bring to Florida, would do that here in Florida. That civilians would be the ones who are patrolling: in what car did they get into, where did they go, if they’ve gone to an [abortion] center. Which by the way, many women go to these centers simply so they can prevent getting pregnant,” said Taddeo. “When I was young and I had no health insurance, I used to go to Planned Parenthood to receive the pill. That’s what is happening today with so many people.”

OUT-OF-STATE PATIENTS SEEKING CARE

Laura Goodhue, executive director for Florida’s Planned Parenthood affiliates, said a Texas-style law in Florida would impose major restrictions on any woman seeking abortion across the entire southern U.S.

She said Planned Parenthood sites in Jackson-

ville and Tallahassee have seen an increase in patients from Georgia and Alabama due to a lack of abortion providers in those states. Another ban on abortions six weeks into pregnancy in the South’s two largest states would mean more patients heading to overworked clinics in Louisiana and other southern states, Goodhue said.

“This means practically one half of the country would be without abortion access,” Goodhue said.

Dr. Samantha Deans, associate medical director at Planned Parenthood of South, East and North Florida, said it was not accurate to say that a heartbeat can be heard after six weeks of pregnancy because a fetus has not yet developed the heart valves that pump blood into the body.

“That is based on the technology and the quality of your ultrasound. The sound that you are referring to is actually just ultrasonic waves that come from the machine and create feedback as they hit the electrical activity of the cells. It is

not a heartbeat, there is no blood that exists in an embryo to beat through a heart,” said Deans during the press conference in Doral. “Valves don’t exist until eight weeks of an embryological development and 10 weeks of pregnancy.”

Democratic U.S. Rep. Debbie Wasserman Schultz, who said her own pregnancy wasn’t detected for eight weeks, said she anticipates a mass public pressure campaign in Texas and Florida if the Legislature chooses to move forward with a Texas-style law.

Wasserman Schultz brought up examples of Atlanta losing the Major League Baseball All-Star Game after the state passed restrictions on voting, and threats from the NCAA and other sporting organizations to cancel events in North Carolina after the state compelled schools to restrict use of bathrooms to users based on the corresponding sex listed on their birth certificates as potential consequences Florida would face if it passes an abortion ban.

But Democratic state Rep. Dotie Joseph said she doesn’t think economic pressure will sway many of her Republican colleagues.

“All we’ll see them is being dubbed a ‘woke corporation,’ ” Joseph said when asked about the prospect of boycotts from businesses. “I don’t know that it moves [Republicans] in any way, shape or form.”

Democratic state Sen. Lori Berman said some elected Republicans could ultimately be swayed not to make abortion restrictions a central part of their campaigns to appeal to suburban women, though she did not anticipate that many Florida Republicans at the state or federal level would vote against enacting Texas-style legislation.

“I don’t think it’s the state boycotts, but I do think there’s an issue with moderate Republican women who do support abortion,” Berman said.

Bianca Padró Ocasio: 305-376-2649, @BiancaJoanie



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, September 22, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for adoption:

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002- 0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128- 002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002- 0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004- 0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

FIRST READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002- 0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, September 22, 2021.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA, FLORIDA
NOTICE OF BUDGET HEARINGS
FY 2021-2022

NOTICE IS HEREBY GIVEN that the City of Opa-locka will conduct public hearings on the Fiscal Year 2021-2022 Budget on **Wednesday, September 15, 2021 at 5:01 p.m.** and **Wednesday, September 22, 2021 at 5:01 p.m.** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida to consider the following:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2021-2022, COMMENCING OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The purpose of the Budget Hearings is to allow City of Opa-locka residents the opportunity to speak on the fiscal year 2021-2022 budget. All interested persons are encouraged to attend these meetings and will be heard with respect to the public hearings.

A copy of the Fiscal Year 2021-2022 Proposed Budget is available for review on the City of Opa-locka website at www.opalockafl.gov.

Procedures for Public Participation

How to watch the meeting

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

Public Hearings are held in-person while allowing virtual participation. Members of the public wishing to provide comments on the FY 2021-2022 budget may do so in person or virtually.

To particlpate virtually, please register by 5:01 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

Please contact the City Clerk at (305) 953-2800/2801 or jflores@opalockafl.gov for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at 305.953.2800 for assistance no later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at 800.955.8771 (TTY), 800.955.8770 (Voice), 877.955.8773 (Spanish) or 877.955.8707 (Creole).

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

JOANNA FLORES, CMC
CITY CLERK



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

Department Director:	Gregory Gay		Department Director Signature:				
City Manager:	John E. Pate		CM Signature				
Commission Meeting Date:	May 12, 2021		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
		X			X	X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA INC TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

The applicant's request is to close, abandon and vacate a portion of NW 130th Street between NW 30th Avenue and NW 30th Court and to also close , abandon and vacate a portion of NW 30th Court between NW 130th Street and NW 131st Street. When the street vacation is granted, the site plan submitted illustrated the use of the vacated streets and the surrounding parcels will be used for the operation of a concrete batching plant and finished concrete production company facility. The right-of-way vacation request was reviewed by the Planning & Zoning Board on March 16, 2021. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

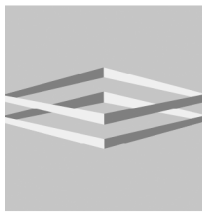
The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Ordinance
 PZAB Application
 PZAB Meeting Minutes (not available)
 Staff Report
 Sketch & Legal Description-Street Vacantion
 Site Plan



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Hope Calhoun

Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki

Heather Jo Allen
Lauren G. Odom
Zach Davis-Walker

Project Narrative Right of Way Vacation

AMDI USA, INC., (“Applicant”) intends to continue the operation of an existing concrete batching plant and finished concrete production company (“Business”) on property located at 13050 NW 30th Avenue, which includes unimproved rights of way for portions of NW 130th Street and NW 30th Court (“Property”). All parcels are further identified on the attached and are in the City of Opa Locka (“City”). The Property is zoned I-2 (industrial planned district) and consists of 2 gross acres. Access to Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. In order to operate the Project on the Property as anticipated, a portion NW 130th Street will be vacated, and a portion of NW 30th Court will also have to be vacated (collectively called herein “the Roadways”).

City Ordinance 14-42 (“Ordinance”) outlines the requirements for vacating a street. In accordance with same, the balance of this document shall outline and explain compliance with same.

Section 3.(a) of the Ordinance requires that an accurate legal description of the public street....petitioned to be vacated.

i. See Attached.

Section 3.(b) of the Ordinance requires the Applicant to list the property owners’ names, addresses, and the property legal description,...of all property touching or abutting on the public street.

ii. See attached.

Section 3.(c) of the Ordinance requires the Applicant to state the reason why the Applicant desires to close the street...The Applicant shall provide a statement as to whether the general public currently uses same.

iii. The Applicant requests the vacation of the Roadways to allow for safer and better operation of the Business. The Business has been in operation for over 20 years on the Property, and the requested right of way vacations will simply codify the practical operation

of the Property. The unimproved portions of the right of way are not currently being used by the public because either it is not an existing through street (NW 130th Street), or the Business is already operating in the right of way (NW 30th Court) and it bisects the Property. Section 3.(d) requires the following recitation:

iv. The Applicant herein named shall waive, renounce, relinquish, absolve and discharge the city from any claim for damages of any nature and kind whatsoever that such applicant may have or claim or demand, now or in the future, by reason of the vacating, closing, discontinuing and abandoning of the public street, road, alleyway, place or highway or any part or portion thereof.

Section 3.(e) requires that the application have attached to it a drawing of the subdivision in which the public street, road, alleyway, place or highway or any part or portion thereof to be vacated, closed and abandoned is located or, if located in an unplatted area, of the streets, highways, roads, alleys and public places in the immediate area surrounding the public street, road, alleyway, place or highway or any part or portion thereof to be vacated, closed, discontinued and abandoned.

v. Please see the attached.

Section 3(f) requires that the application include releases from all utility companies for the public street, road, alleyway, place or highway or any part or portion thereof to be vacated, closed discontinued and abandoned.

vi. Same shall be provided prior to final approval of this request.

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

**PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2019-2020**

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates
(1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. (time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 1st floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4879 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings, LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

APPLICANT'S NAME: AMD I USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE _____ HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

- ☐ Tentative Plat
- ☐ Final Plat
- ☐ Comprehensive Plan Amendment: ☐ Small Scale ☐ Large Scale (please specify type of amendment below)
- ☐ Rezoning
- ☐ Drainage Plan
- ☐ Fill Permit Request
- ☐ Preliminary Site Plan Review
- ☐ Final Site Plan Review
- ☐ Conditional Use Permit ☐ No Plans ☐ With Plans
- ☐ Special Exception ☐ No Plans ☐ With Plans
- ☐ Development Agreement
- ☐ Restrictive Covenant
- ☒ Other - Please specify: Right of Way Vacation/Abandonment

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations Zoning Code: Ordinance 15-34

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☐ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☐ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Orozzco, being first duly sworn, depose and say that I am the **OWNER** of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature

11/3/2020

Date

Sworn to and subscribed before me:

This 3 day of November 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached

I do give to Hope W. Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope W. Calhoun, Esq. to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

11/3/2020

Date

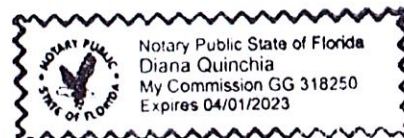
Sworn to and subscribed before me:

This 3 day of November, 2020

Notary Public

My commission expires: 4/1/23

Reference to Ordinance 15-13
Land Development Regulations Zoning Code Ordinance 15-31



SKETCH & LEGAL DESCRIPTION STREET CLOSURE "EXHIBIT "A"

LEGAL DESCRIPTION:

All those portions of N.W. 30th. Court and N.W. 130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, being bounded by the following lines:

Bounded on the North by the North line of Block 360, extended Westerly to the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the West by the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the South by the centerline of N.W. 130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, with its Westerly limits being the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida, its Easterly limits being the East Lot of Lot 8, in Block 360, extending Southerly to the centerline of said N.W. 130th. Street, its Northerly limits being the Southerly line of said Lot 8;

Bounded on the East by the Westerly limits of Lots 1, 4, 5 and 8 in Block 360, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

Said portion containing approximately 11,369 square feet.

SURVEYOR'S NOTES:

- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 4) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.
- 5) The North arrow and Bearings shown hereon are based on a bearing of N.00°00'00"E along the East line of Block 360, of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.

NOTE: This Sketch is NOT A BOUNDARY SURVEY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Sketch and Legal Description meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Copies of this Sketch and Legal Description are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



LB # 7282
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd ST. SUITE 321, MIAMI LAKES FL 33014
Job # RP20-1026

JACOB GOMIS
Professional Surveyor & Mapper
State of Florida Reg. No. 6231

----- Dated 08/28/20

SKETCH & LEGAL DESCRIPTION

PORTION OF LOT 20, "NILE GARDENS SECTION " PLAT BOOK 31, PAGE 42

N.W. 131ST. STREET
(OPENED FOR PUBLIC USE - NOT IMPROVED)

CENTERLINE OF 50' RIGHT-OF-WAY
PER PLAT BOOK 51, PAGE 17

STREET CLOSURE "EXHIBIT "A"



SCALE: 1" = 40'

LEGEND

Centerline
Property Line

A=Arc
BRG=Bearing
CH=Chord
 Δ =Delta
L=Length
R=Radius
T=Tangent

 DENOTES AREAS TO BE CLOSED, VACATED & ABANDONED FROM PUBLIC USE.

WEST 1/2 OF LOT 21
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42
N.W. 30TH. COURT

EAST LINE OF WEST 1/2 OF LOT 21
(PLAT BOOK 31, PAGE 42)

N.W. 30TH. COURT

N00°00'00"E 220.00'

(TO BE CLOSED, VACATED & ABANDONED FROM PUBLIC USE)

LOT 5, BLOCK 360
"EAST VIEW GARDEN LAKE ADDITION"
PLAT BOOK 51, PAGE 17

LOT 8, BLOCK 360
"EAST VIEW GARDEN LAKE ADDITION"
PLAT BOOK 51, PAGE 17

R=25.00'
Δ=89°57'43"
A=39.25'

N89°57'43"W 124.05'

(TO BE CLOSED, VACATED & ABANDONED FROM PUBLIC USE)

N.W. 130TH. STREET

N89°57'43"W 174.03'
CENTERLINE OF 50' RIGHT-OF-WAY PER PLAT
BOOK 51, PAGE 17 (NOT OPENED)

TRACT "A", "EAST VIEW GARDEN LAKE ADDITION", PLAT BOOK 51, PAGE 17



ROYAL POINT
LAND SURVEYORS, INC.

LB # 7282
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd ST. SUITE 321, MIAMI LAKES FL 33014
Job # RP20-1026

CFN: 20180469248 BOOK 31086 PAGE 679
 DATE: 08/02/2018 01:50:49 PM
 DEED DOC 21,000.00
 SURTAX 15,750.00
 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
 Neil A. Milestone, Esq.
 President
 Milestone Title Company
 2999 NE 191st St. Suite 709
 Aventura, FL 33180
 305-682-2324
 File Number: IDMA-FIP2

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 30 day of July, 2018 between Florida Industrial Properties Two, LLC, a Florida Limited Liability Company, whose post office address is 2131 NW 139th Street, Suite 22, Opa Locka, FL 33054, grantor, and

IDMA Holdings, LLC, a Florida Limited Liability Company, whose post office address is 13050 NW 30th Avenue, Opa Locka, FL 33054, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, and 8, Block 360, EAST VIEW GARDEN LAKE ADDITION, according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

AND

The West 1/2 of Tract 21, NILE GARDENS, Section I and II, according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

AND

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, NILE GARDENS, Section I and II, according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040;
 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0330;
 08-2128-004-0380.

Subject to:

1. Taxes for the current year and subsequent years;
2. Zoning and/or restrictions and prohibitions imposed by government authority without serving to reimpose same;
3. Conditions, easements, restrictions, and reservations of record and restrictions and other matters appearing on the Plat and/or common to the subdivision without serving to reimpose same;

DoubleTime®

CFN: 20180469248 BOOK 31086 PAGE 680

4. Utility easements of record, provided said easements do not reasonably interfere with the intended use of the property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: NEIL A. MILESTONE
 Witness Name: TETIANA TISHCHENKO

Florida Industrial Properties Two, LLC, a Florida Limited Liability Company

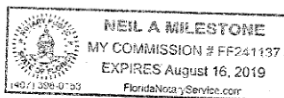
By: Kevin A. Goch, Member

By: Jodi M. Goch, Member

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 30 day of July, 2018 by Kevin A. Goch, Member and Jodi M. Goch, Member of Florida Industrial Properties Two, LLC, a Florida Limited Liability Company, on behalf of the company. They ☐ are personally known to me or ☒ have produced driver's licenses as identification.

[Notary Seal]



Notary Public

Printed Name: _____

My Commission Expires: _____

APPRAISAL REPORT

CASE NO. CA2021-77

REPORT TYPE:
RESTRICTED APPRAISAL REPORT

OF

**RIGHT OF WAY TO BE VACATED
LOCATED AT: INTERSECTION OF NW 130TH STREET AND NW 30TH COURT,
OPA-LOCKA, FLORIDA 33054.**

PREPARED FOR:
IDMA HOLDINGS, LLC
13050 NW 30TH AVENUE,
OPA-LOCKA, FLORIDA 33054.
AND
CITY OF OPA-LOCKA
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FLORIDA 33054

DATE OF VALUATION:
JULY 16, 2021

PREPARED BY:
COMMERCIAL APPRAISAL GROUP CO.
8135 SW 206TH TERRACE
CUTLER BAY, FLORIDA 33189
TEL: 786-457-5671
EMAIL: CAG-COM@OUTLOOK.COM

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Commercial Appraisal Group Co.
8135 SW 206 TERRACE,
CUTLER BAY, FLORIDA 33189
Tel: 786-457-5671

July 19, 2021

Mr. Alex Orozco, Manager,
IDMA Holdings, LLC
13050 NW 30th Avenue,
Opa-Locka, Florida 33054

Re: Appraisal Value Opinion of a right of way to be vacated consisting of vacant industrial zoned land, located at the intersection of hypothetical NW 30th Court and NW 130th Street, Opa-Locka, Florida 33054.

Dear Mr. Orozco,

At your request, I have inspected the above cited property and carried out other pertinent investigations in order to render an Appraisal Opinion of Value for the subject, as of July 16, 2021, the date of the last property inspection, which is also the Effective Appraisal Date. The requested estimate of value is Market Value as defined herein. Valuation is made in “as is” status, and assuming a sale on typical terms basis, within reasonable term of disposal implicit in the definition of Market Value included herewith. This is a Restricted Appraisal report prepared in compliance with the most current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundations.

This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the 2020 -2021 Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers’ opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers’ file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal was ordered by IDMA Holdings, LLC. IDMA Holdings, LLC and the City of Opa-Locka, Florida City Commission are the only intended users of this appraisal report. The intended use of this appraisal report is for determining decisions that will be made by IDMA Holdings, LLC and the City of Opa-Locka, Florida, City Commission for vacated right of way land area market value.

The subject property consists of an “L” shaped vacant land parcel AKA the right of way to be vacated situated on the intersection of hypothetical NW 30th Court and NW 130th Street, measuring approximately 11,369 square feet net, as reported on survey sketch performed by Royalpoint Land Surveyors Inc, Dated 8-28-2020. This land is currently situated within an area zoned I-2 (Industrial Planned). The subject property is currently mostly asphalt paved and utilized for outdoor storage of vehicles and equipment.

Commercial Appraisal Group Co.

8135 SW 206 TERRACE,
CUTLER BAY, FLORIDA 33189
Tel: 786-457-5671

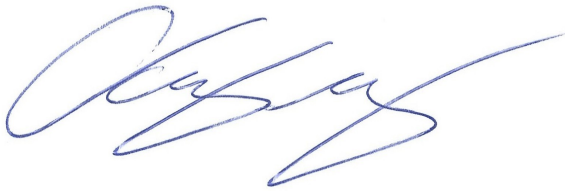
The appraisal report states our opinion of market value, subject to various assumptions and limiting conditions contained in this report. The property visit and analyses forming the basis of our valuation have been performed by the undersigned.

This report relies upon no Extraordinary Assumptions or Hypothetical Conditions.

Based on our investigation and analysis, we have formed the opinion that the market value of the Fee Simple Interest in the subject property in its “as is” condition, as of July 16, 2021 date of value is: **\$341,000.00**

Respectfully Submitted,

Commercial Appraisal Group Co.

A handwritten signature in blue ink, appearing to read 'Angel Fernandez', with a stylized, flowing script.

Angel Fernandez, President
Cert. Gen. RZ2646

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type Report:	Restricted Appraisal Report.
Purpose of Appraisal:	Market Value.
Property Rights Appraised:	Fee Simple Interest.
Location:	Intersection of hypothetical NW 30 th Court and NW 130 th Street, Opa- Locka, Florida 33054.
Folio No.:	N/A.
Census Tract:	5.03
Site characteristics:	Level to grade “L”shaped interior parcel measuring a total of +/- 11,369 SF net as per survey provided.
Existing Improvements:	None.
Zoning:	I-2- (Industrial Planned) District.
Highest and Best Use: Indications of Value:	Current use “as is vacant”.
Direct Sales Comparison Approach	\$341,000.00 “As Is”
Estimated Market Value:	\$341,000.00 “As Is”
Date of Value Estimate:	July 16, 2021
Date of Inspection:	July 16, 2021
Date of Report:	July 19, 2021

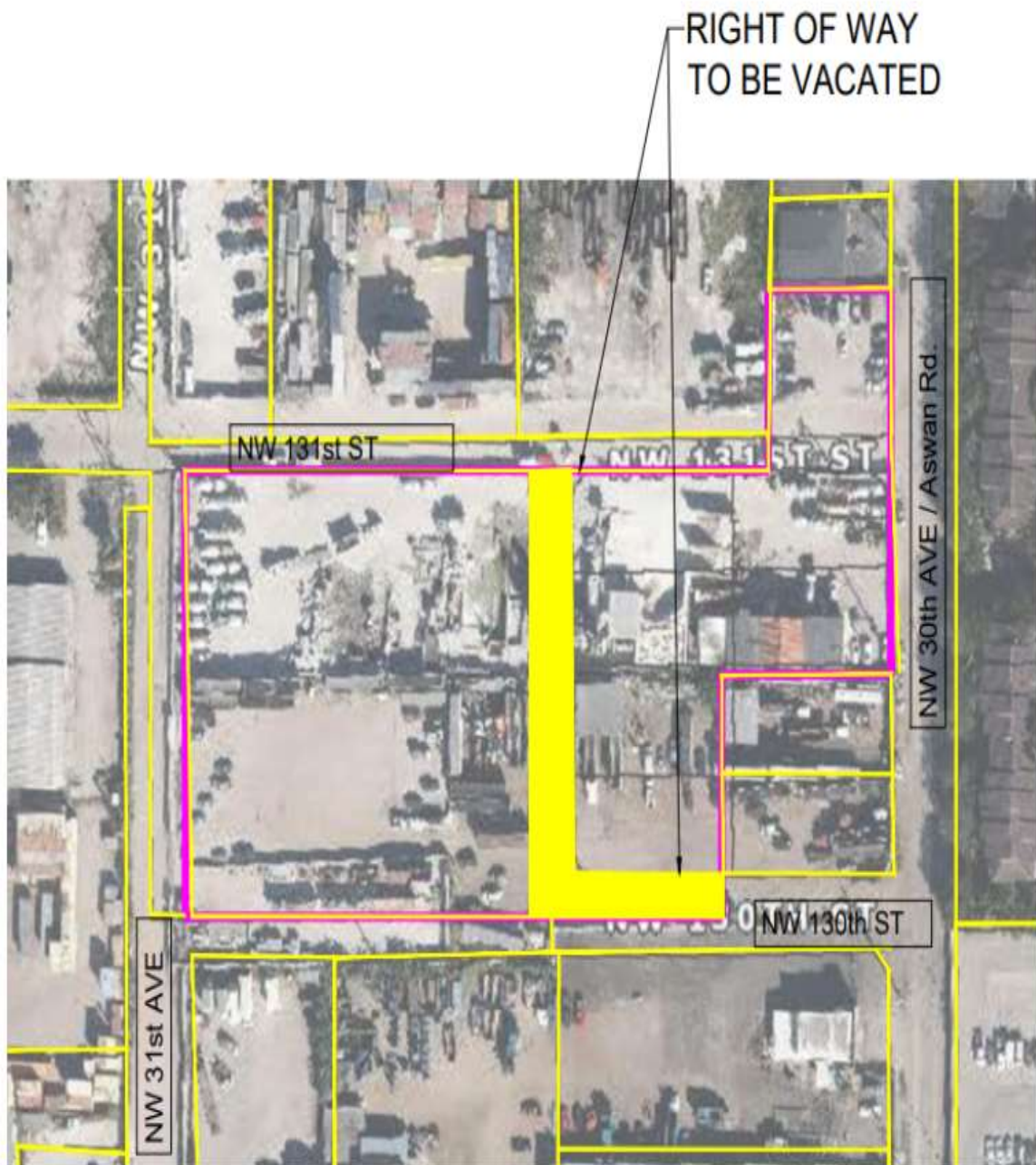
VIEW OF NW 130 STREET WEST BOUND FROM NW 30 AVENUE



VIEW OF HYPOTHETICAL NW 30 COURT NORTH BOUND FROM NW 130 STREET



AERIAL PHOTO SUBJECT PROPERTY



SECTION I
INTRODUCTION

INTRODUCTION

PURPOSE OF APPRAISAL, INTENDED USE AND USER

The purpose of the appraisal, as outlined by Mr. Orozco, was to elaborate an appraisal opinion of Market Value for the subject.

The appraisal is to be made "as is" and assuming a sale on typical terms basis, within a reasonable disposal term implicit in the definition of Market Value included, below. The interest appraised is the "Fee Simple Interest." This appraisal was ordered by IDMA Holdings, LLC. IDMA Holdings, LLC and the City of Opa-Locka, Florida City Commission are the only intended users of this appraisal report. The intended use of this appraisal report is for determining decisions that will be made by IDMA Holdings, LLC and the City of Opa-Locka, Florida, City Commission for vacated right of way land area market value. As requested an interior and exterior inspection was performed by Angel Fernandez on July 16, 2021. The information supplied for the appraisal by the client consisted of the subject's location, legal description and survey sketch, performed by Royalpoint Land Surveyors, Inc. All other information presented herein was obtained by our office.

MARKET VALUE DEFINITION

Market Value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (A) Buyer and seller are typically motivated;
- (B) Both parties are well informed or well advised, and acting in what they considers their own best interests;
- (C) A reasonable time is allowed for exposure in the open market;
- (D) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
- (E) The price represents the normal consideration for the property sold unaffected by special financing or concessions granted by anyone associated with the sale¹

NOTE: The above economic definition has been agreed upon by the federal financial institutions in the United States of America. This definition is shown in 2020-2021 USPAP under Advisory Opinion 22 (AO-22) on page 118.

¹

The Appraisal of Real Estate, 13th Ed, (Chicago: The Appraisal Institute, 2008)

STATEMENT OF COMPETENCY

In accordance with the competency provision of USPAP, prior to accepting an assignment or entering into an agreement to perform an assignment, an appraiser must: (1) be competent to perform the assignment; (2) acquire the necessary competency to perform the assignment; or (3) decline or withdraw from the assignment. *In all cases, the appraiser must perform competently when completing the assignment.*

- In the appraiser's opinion, we are competent to perform this appraisal based on the fact that the appraisers have full knowledge in appraisal experience in similar type properties as the subject.
- All necessary and appropriate steps have been taken in order to complete the assignment competently.
- There is no lack of knowledge or experience that would prohibit this assignment to be completed in a professional competent manner where an unbiased or misleading opinion of value would be rendered.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Extraordinary Assumptions:

An extraordinary assumption is defined by the USPAP (2020-2021 Edition, The Appraisal Foundation Page 4 Definitions) as "an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

This report relies upon no Extraordinary Assumption:

Hypothetical Conditions:

Hypothetical condition is defined by the USPAP (2020-2021 Edition, The Appraisal Foundation Page 4 Definitions) as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

Hypothetical Conditions: This appraisal employs no hypothetical conditions.

PROPERTY RIGHTS APPRAISED

Fee Simple Estate: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat."

Lease Fee Estate: "A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship."

The property is appraised in Fee Simple as of July 16, 2021: A fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation, as well as utility easements of record.

ESTIMATED EXPOSURE TIME

“Exposure time is defined by the USPAP (2020-2021 Edition, The Appraisal Foundation) as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Exposure time is a retrospective opinion on an analysis of past events assuming a competitive and open market. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

In estimating a reasonable exposure time for the subject property the appraiser have taken the following steps:

Discussion with buyers, sellers, brokers and/or a review of the multiple listings of vacant industrial zoned land parcels in the area related to historic marketing periods.

Based on the above sources, exposure time is estimated to have been three to six months for the subject property.

ESTIMATED MARKETING PERIOD

The estimated value of the subject is predicated upon a normal marketing period. A normal marketing period is generally defined as the most probable amount of time necessary to expose and actively market a property on the open market to achieve a sale. Implicit in this definition are the following assumptions:

- (A) The property will be actively exposed and aggressively marketed to potential purchasers through marketing channels commonly used by sellers and buyers of similar type properties.
- (B) The property will be offered at a price reflecting the most probable markup over market value used by sellers of similar type properties.
- (C) A sale will be consummated under the terms and conditions of the definition of Market Value required by the regulation.

In order to estimate the marketability of this property, the sales activity in this market area was reviewed over the past two years, multiple listings were reviewed and real estate brokers who operate in this area were interviewed.

As indicated by the market activity, the marketing time can be as short as one month or in some cases ten months or more. The exposure time and the marketing time are considered to be similar for the subject at three to six months.

Research of the applicable public records, revealed that the subject property is not under current agreement or option and is not offered for sale on the open market.

SCOPE OF THE ASSIGNMENT

Scope as defined is:

The type and extent of research and analysis in an appraisal or appraisal review assignment.

Scope of work is the most critical decision we make in an assignment. In solving any problem, including an appraisal problem, there are three major steps to the process:

1. Identify the problem to be solved,
2. Determine and perform the scope of work necessary to develop credible assignment results; and
3. Disclose the scope of work in the report.

None of the three steps can be omitted, and they must be carried out in order. The first step, identification of the problem, involves figuring out seven key assignment elements:

- Client
- Intended users in addition to the client
- Intended use of the appraiser's opinions and conclusions.
- Type and definition of value.
- Effective date of the appraiser's opinions and conclusions.
- Property characteristics that are relevant to the assignment
- Assignment condition
(E.g. interested valued, physical and legal characteristics)

Once the seven assignment elements are figured out, the appraiser can move to the second step, determining the scope of work to solve the problem. Scope of work encompasses all aspects of the valuation process, including the question of which the usual three approaches to value will be used. Also, included in the scope decision are the questions of how much data is to be gathered, from what sources, from which geographic area, and over what time period; what is the extent of the of the property inspection, if any, etc.

The scope of work decision is appropriate when it allows you to arrive at credible assignment results and when it's consistent with (1) the expectations of parties who are regularly intended users for similar assignments; and (2) what an appraiser's peers actions would be in performing the same or similar assignment.

For valuation, the information furnished was analyzed in detail, correlated with market derived data (sale price of buildings, land prices, rental rates) and the appropriate appraisal methodology used for valuation as explained in detailed herein.

For each assignment all three approaches to value are considered. These approaches to value are the Cost Approach, the Sales Comparison Approach, and the Income Approach. The nature of the property dictates whether all three of the approaches are applicable. All appraisals begin by identifying the property to be appraised and the appraisal problem. Data on the subject property is derived from various sources including but not limited to the property owner, the County Property Appraiser's Office, surveys, Building and Zoning Departments. When possible more than one source is utilized to confirm data. The source of the data is acknowledged. Subject improved properties are inspected and measured by the appraiser. When plans or surveys are used, the measurements are verified for accuracy. Land size is based upon surveys, public records, and recorded plats (and confirmed from each source whenever possible and/or available).

I have made a physical inspection of the subject property. Access was provided by IDMA Holdings, LLC.

I have performed market research in order to provide estimates of the highest and best use, and the market value of the Fee Simple Interest in the subject property in it's current "as is" condition, a mostly level to grade "L" shaped vacant land parcel AKA the right of way to be vacated situated on the intersection of hypothetical NW 30th Court and NW 130th Street, measuring approximately 11,369 square feet net, as reported on survey sketch prepared by Royalpoint Land Surveyors Inc, Dated 8-28-2020. This land is currently situated within an area zoned I-2 (Industrial Planned). The subject property is mostly asphalt paved and utilized for outdoor storage of vehicles and equipment, as of date of inspection July 16, 2021.

Some of the information used, is published by data sources such as Realquest.com, SEF MLS, Miami-Dade County Public Records, Miami-Dade County Tax Assessors and Collectors Offices, City of Opa-Locka Planning and Zoning Departments as well as verification sources such as buyers, seller brokers, leasing agents, appraisers, closing attorneys, etc.

The report has been prepared under the Restricted Appraisal Report option of Standards Rule 2-2(b) of USPAP. As such, it contains summary discussions of the data, reasoning and analyses that are used in the appraisal process along with sufficient supporting documentation. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

The subject is comprised of a vacant mostly level to grade industrial zoned parcel Therefore, only a fee simple estate is estimated herein. Only one of the three traditional approaches to value will be used to estimate market value, the Sales Comparison Approach. The Income Approach and Cost Approach are not considered applicable to the assignment since there are no buildings/improvements. The subject and surrounding sectors have been essentially utilized for industrial outdoor storage and related uses for many years and, Based on discussions with buyers and sellers active in the subject market, little emphasis is placed on the cost approach or income approach in buying or selling property of this type. For these reasons, the income approach and cost approach are not considered necessary for credible assignment results. To determine the appropriate Scope of Work, we considered the client's request in relation to the intended use of the appraisal, the needs of the user, the complexity of the property and other pertinent factors.

The estimate of value contained in this report is based on the value of the real estate only, exclusive of personal property, trade fixtures and equipment.

As a part of this appraisal, a number of independent investigations and analysis have been made. Exterior inspections of all comparable sales were made by Angel Fernandez. A search was made throughout the subject neighborhood for comparable vacant industrial-use and zoned land sales with similar characteristics as the subject. Five recent sales were found within the subject's neighborhood and similar neighborhoods. They are summarized in the Sales Comparison Approach. Comparable sales relied upon were confirmed through public records and with knowledgeable parties related to the transactions where possible. Confirmation with principals is often not possible due to their inaccessibility or unwillingness to disclose pertinent information. All sales data utilized is considered to be reliable and correct.

The Direct Sales Comparison Approach produces a value indication for a property in comparison with similar properties, called comparable sales. The sales prices of properties judged to be most comparable tend to set a range in which the value indication for the subject property will fall. In the case of the subject, the local market was searched for transfers of vacant industrial zoned land. These transfers are analyzed using comparative units of value based upon the most appropriate market indicators. Adjustments must be made within this approach in order to reconcile comparable sales to the subject property.

The usual technique employed by this approach is the price per net square foot method. As investors in the area indicated that when purchasing vacant industrial zoned land in the market, the purchase price was typically determined on the previously mentioned index. This approach to value directly considers the prices of alternative properties having similar utility.

The existence of any environmental hazard such as the presence of hazardous wasters, toxic substances, radon gas, asbestos containing materials, ureaformaldehyde insulation, etc., which may or may not be present in or on the subject property or any site within the vicinity of the property was not observed and knowledge of any such environmental hazard is not assumed. The appraiser is not qualified to detect such substances. The value estimate is predicated on the assumption that there is no such material on the property that would cause a loss in value.

PROPERTY IDENTIFICATION ASSESSMENT AND SALES HISTORY

According to information furnished by the client, verified at time of physical inspection indicate that the appraisal subject consists of a mostly level to grade “L” shaped vacant land parcel AKA the right of way to be vacated situated on the intersection of hypothetical NW 30th Court and NW 130th Street, measuring 11,369 SF net.

Location:

Intersection of hypothetical NW 30th Court and NW 130th Street, Opa-Locka, Florida 33054.
See aerial photo overleaf.

Property Owner:

N/A.

Folio No.:

N/A

Assessment Data: (2020)

N/A

Properties in Miami-Dade County are typically re-assessed upon sale.

Sales History of the Subject:

According to Miami Dade County Public Records. No arms-length transactions have been recorded. We have not been informed of any listings, options and/or pending contract in effect at the subject as of the date of valuation.

Legal Description: As reported on survey sketch prepared by Royalpoint Land Surveyors Inc, Dated 8-28-2020.

LEGAL DESCRIPTION:

All those portions of N.W. 30th. Court and N.W. 130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, being bounded by the following lines:

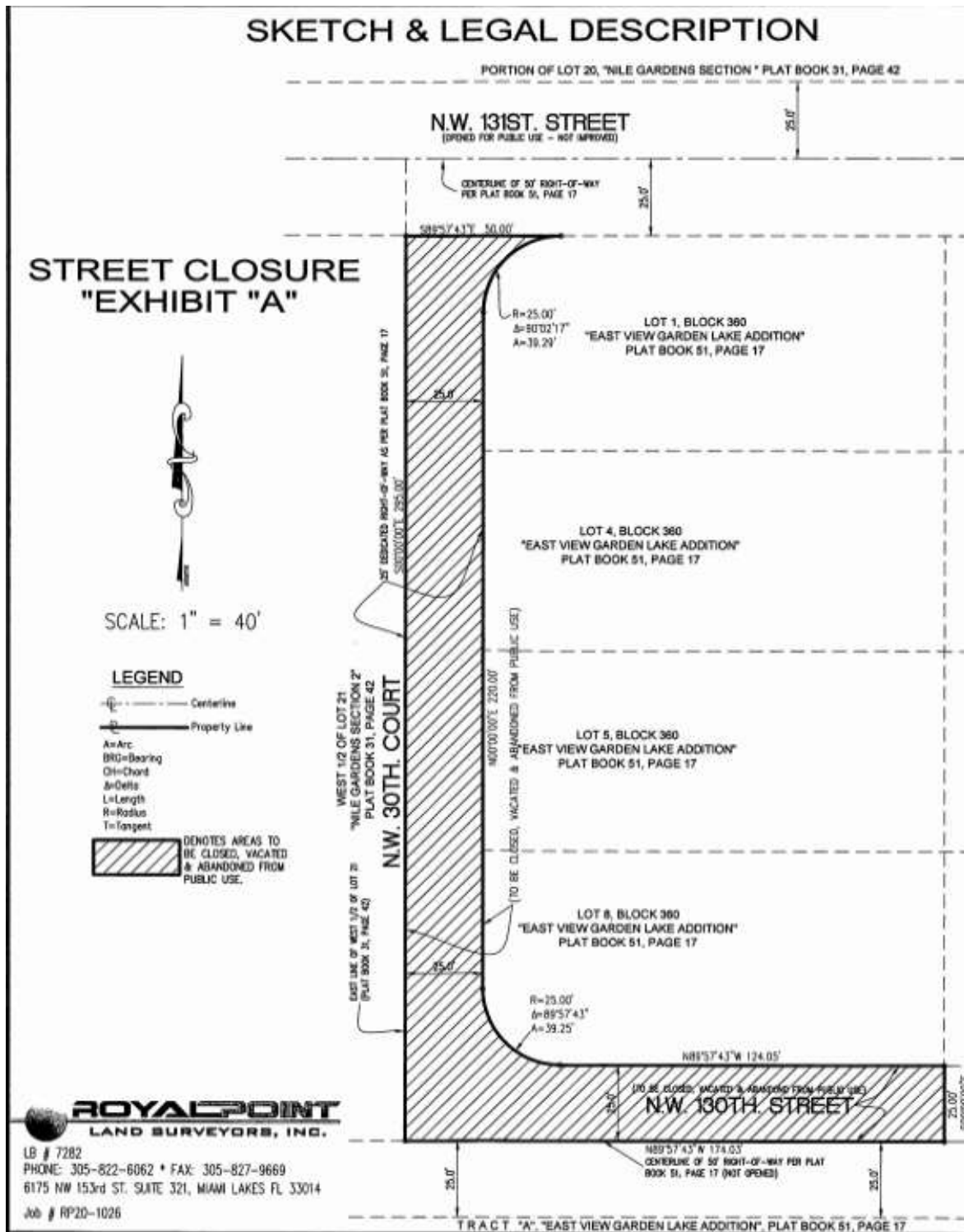
Bounded on the North by the North line of Block 360, extended Westerly to the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the West by the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

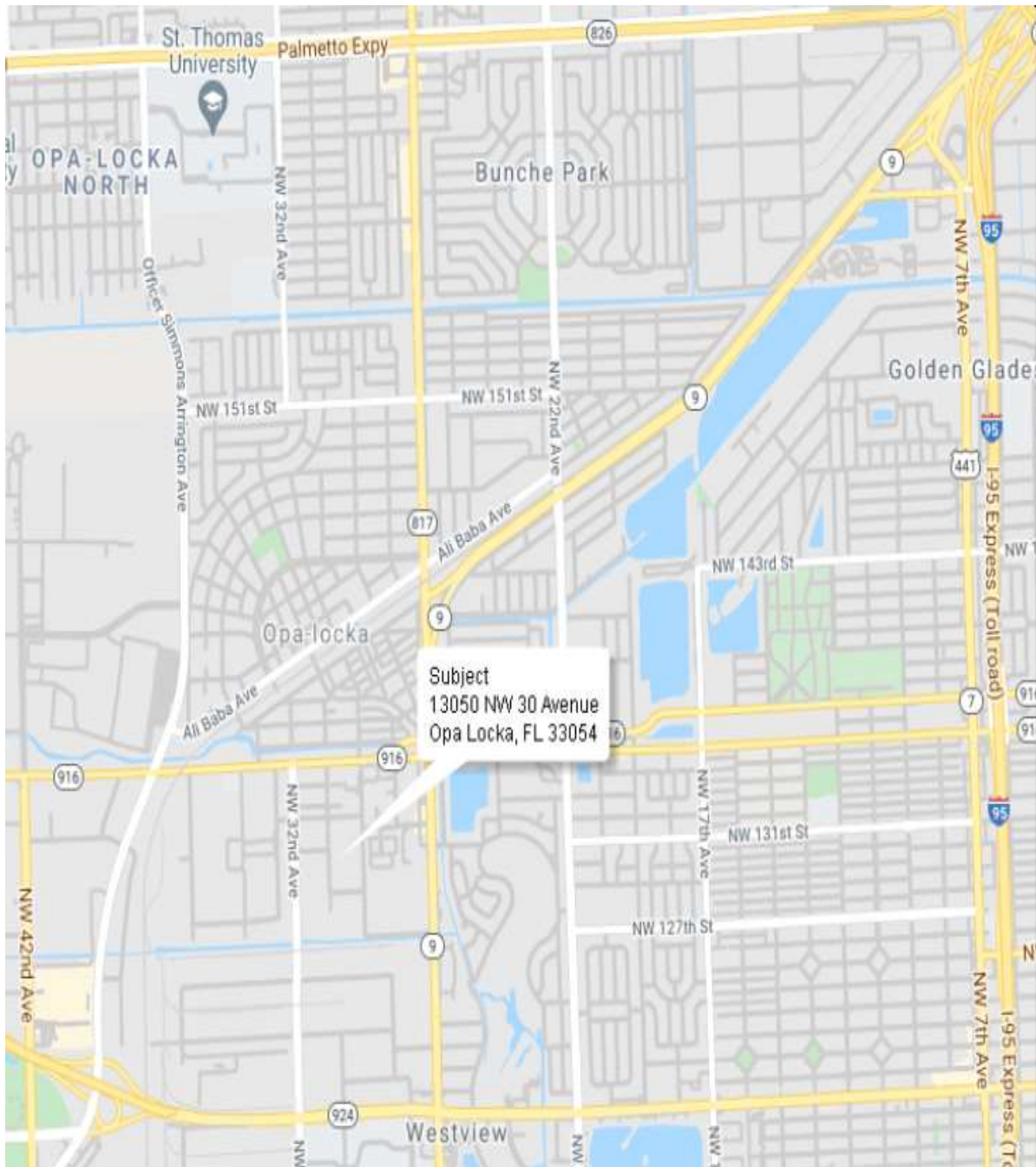
Bounded on the South by the centerline of N.W. 130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, with its Westerly limits being the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida, its Easterly limits being the East Lot of Lot 8, in Block 360, extending Southerly to the centerline of said N.W. 130th. Street, its Northerly limits being the Southerly line of said Lot 8;

Bounded on the East by the Westerly limits of Lots 1, 4, 5 and 8 in Block 360, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

Said portion containing approximately 11,369 square feet.



MAP: THE NEIGHBORHOOD



SITE DESCRIPTION

According to Miami-Dade County Property Records, Survey performed by Royalpoint Land Surveyors Inc, Dated 8-28-2020 and physical inspection, the following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY		
Physical Description		
Gross Site Area	N/A	N/A
Net Site Area	0.26 Acres	11,369 SF
Primary Road Frontage	NW 130 Street	+/- 174 Feet
Secondary Road Frontage	NW 30 Court	+/- 295 Feet
Average Depth	25 Feet	
Excess Land Area	None	
Surplus Land Area	None	
Zoning District	I-2, Industrial(Planned) District	
Flood Map Panel No. & Date	12086 C 0138 L	09-11-2009
Flood Zone	X	
Source: Various sources compiled by C.A.G.		

Location

The subject is located at the intersection of hypothetical NW 30th Court and NW 130th Street. No street address is available. Ingress and egress is available to the site via NW 131 Street. Survey provided, was performed by Royalpoint Land Surveyors Inc, Dated 8-28-2020.

Land Area

The land area size was obtained via Survey performed by Royalpoint Land Surveyors Inc, Dated 8-28-2020.

Shape and Frontage

The site is “L”shaped and has adequate frontage along NW 131 Street, a two lane asphalt paved bi-directional roadway with a dedicated R.O.W. of 25 feet.

Ingress/Egress

Ingress and egress is adequately provided by NW 131 Street.

Topography and Drainage

The site is generally level and at street grade. The topography of the site is not seen as an impediment to the development of the property. During our inspection of the site, we observed no drainage problems and assume that none exist.

Soils

A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

Easements and Encroachments

Based on an inspection, the property does not appear to be adversely affected by any easements or encroachments. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

Covenants, Conditions and Restrictions

There are no known covenants, conditions and restrictions impacting the site that are considered to affect the marketability or highest and best use.

Utilities and Services

The site is within the jurisdiction of the City of Opa-Locka and Miami Dade County and is provided all municipal services, including police, fire and refuse garbage collection. All are available to the site in adequate quality and quantity to service the highest and best use. Electricity, water and sewer adequately serve the site at present.

Flood Zone

According to flood hazard maps published by the Federal Emergency Management Agency (FEMA), the site is within two zones, Zone X, as indicated on the indicated Community Map Panel No. 12086 C 0138 L.

FEMA Zone X: Area that is determined to be outside the 1% and 0.2% chance flood.

Environmental Issues

We have not observed and are not qualified to detect, the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, we have specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

Adjacent Properties

The adjacent land uses are summarized as follows:

North: NW 131 Street/ Industrial uses.

South: Industrial outdoor storage uses.

East: Industrial outdoor storage uses.

West: Industrial outdoor storage uses.

Conclusion

The site is well located and afforded adequate access and visibility from roadway frontage. The size of the site is typical for the area and use, and there are no known detrimental uses in the immediate vicinity. Overall, there are no known factors which are considered to prevent the site from its highest and best use, as is vacant, or the existing use of the site.

ZONING AND CONCURRENCY INFORMATION

Sustainable Opa-Locka 2015 Land Development Regulations

Article IV. Districts, Permitted Uses and Development Standards

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 vegetation, berms, graphic identification features, grounds, artwork, site illumination and sidewalks.

Complete zoning code regulations and uses allowed is retained on file.

We know of no deed restrictions, private or public, that further limit the subject property's use. The research required to determine whether or not such restrictions exist, however, is beyond the scope of this appraisal assignment. Deed restrictions are a legal matter and only a title examination by an attorney or Title Company can usually uncover such restrictive covenants. Thus, we recommend a title search to determine if any such restrictions do exist.

Concurrence:

Concurrency relates to the local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes (effective October 1, 1989). The purpose of this act is to provide for adequate infrastructure including transportation facilities to accommodate planned growth in the State of Florida. It is important to know whether a parcel meets concurrency requirements because, if it does not, considerable expense may be required.

Concurrency requirements are more easily understood by looking at "capacity reservation." Capacity reservation refers to capacity (i.e., acres of parkland, trips on the road, gallons of water, etc.) within the community. Capacity is a limited resource in any community.

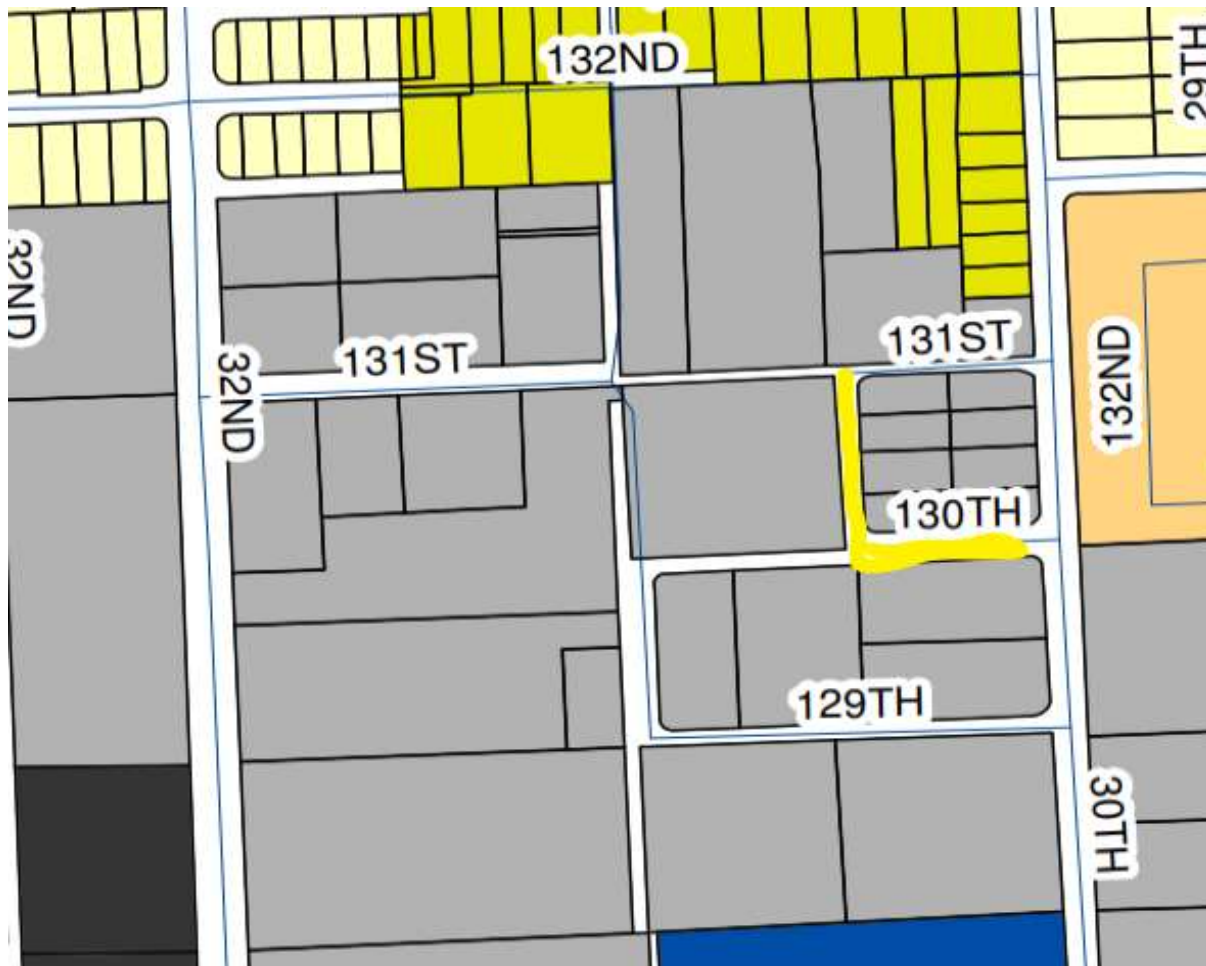
As development is permitted, these resources (capacity) are correspondingly depleted. As service improvements are built or programmed at the state or local levels, these resources are replenished. So available capacity, that margin between the level of service and the standard, is continually growing and shrinking.

It is subject to numerous circumstances that affect both the market and funding. If an area has been designated as over capacity, further development will be denied until the total capacity has been upgraded to standard levels.

The subject property is not located in a compact deferral area. It is located in an exception area where it can be developed with the payment of the property impact fees. Therefore, concurrency does not adversely affect the development potential of the site.

Compliance with Americans with Disabilities Act:

The *Americans with Disabilities Act* of 1990 sets strict and specific standards for handicapped access to and within most commercial and industrial buildings. Determination of compliance with these standards is beyond appraisal expertise and therefore has not been attempted by the appraisers. For purposes of this analysis, we will assume the subject will comply.

MAP: ZONING**Legend**

 B-O (Business Office)	 I-3 (Liberal Industrial)
 B-1 (Commercial Neighborhood)	 I-4 (Lib. Ind., Storage and Salvage)
 B-2 (Commercial Liberal)	 Civic
 B-3 (Commercial Intensive)	 Park
 I-1 (Light Industrial)	 R-1 (Single Family Residential)
 I-2 (Industrial Planned)	 R-2 (Two Family Residential)

A map of Opa-locka, FL, showing the location of 13050 NW 30 Avenue. The map features a yellow highlighted area in the north and an orange highlighted area in the south. A white callout box with a black border points to the address. The text inside the box reads: "Subject
13050 NW 30 Avenue
Opa Locka, FL 33054". The map shows various streets including NW 135th St, NW 127th St, NW 125th St, NW 123rd St, NW 122nd St, NW 121st St, NW 120th St, NW 119th St, NW 118th St, NW 117th St, NW 116th St, NW 115th St, NW 114th St, NW 113th St, NW 112th St, NW 111th St, NW 110th St, NW 109th St, NW 108th St, NW 107th St, NW 106th St, NW 105th St, NW 104th St, NW 103rd St, NW 102nd St, NW 101st St, NW 100th St, NW 99th St, NW 98th St, NW 97th St, NW 96th St, NW 95th St, NW 94th St, NW 93rd St, NW 92nd St, NW 91st St, NW 90th St, NW 89th St, NW 88th St, NW 87th St, NW 86th St, NW 85th St, NW 84th St, NW 83rd St, NW 82nd St, NW 81st St, NW 80th St, NW 79th St, NW 78th St, NW 77th St, NW 76th St, NW 75th St, NW 74th St, NW 73rd St, NW 72nd St, NW 71st St, NW 70th St, NW 69th St, NW 68th St, NW 67th St, NW 66th St, NW 65th St, NW 64th St, NW 63rd St, NW 62nd St, NW 61st St, NW 60th St, NW 59th St, NW 58th St, NW 57th St, NW 56th St, NW 55th St, NW 54th St, NW 53rd St, NW 52nd St, NW 51st St, NW 50th St, NW 49th St, NW 48th St, NW 47th St, NW 46th St, NW 45th St, NW 44th St, NW 43rd St, NW 42nd St, NW 41st St, NW 40th St, NW 39th St, NW 38th St, NW 37th St, NW 36th St, NW 35th St, NW 34th St, NW 33rd St, NW 32nd St, NW 31st St, NW 30th St, NW 29th St, NW 28th St, NW 27th St, NW 26th St, NW 25th St, NW 24th St, NW 23rd St, NW 22nd St, NW 21st St, NW 20th St, NW 19th St, NW 18th St, NW 17th St, NW 16th St, NW 15th St, NW 14th St, NW 13th St, NW 12th St, NW 11th St, NW 10th St, NW 9th St, NW 8th St, NW 7th St, NW 6th St, NW 5th St, NW 4th St, NW 3rd St, NW 2nd St, NW 1st St. The map also shows the Opa-locka area and the surrounding area.

LEGEND

 = FEMA Special Flood Hazard Area – High Risk

 = Moderate and Minimal Risk Areas

Road View:

 = Forest  = Water

 = Forest

 = Water

Source: FEMA DFIRM

HIGHEST AND BEST USE

The determination of Highest and Best Use of a property is the most fundamental and critical portion of the valuation process. Background data on the area, sub-area, neighborhood and site, as well as the basic principles of land utilization, are required to arrive at a valid conclusion as to the Highest and Best Use of any property.

The Appraisal Institute in **The Appraisal of Real Estate, Eleventh Edition**, defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Land has limited value unless there is a present or anticipated use for it; the amount of value depends on the nature of the land's anticipated use, according to the concept of surplus productivity. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal use that could be made of the property including all existing structures. The implication is that the existing improvement should be renovated or retained so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

In estimating the highest and best use there are essentially four stages of analysis:

1. Possible Use: What uses of the site being appraised are physically possible?
2. Permissible Use (Legal): What uses are permitted by Zoning and Deed Restriction, if any?
3. Feasible Use: Which possible and permissible uses will produce a net return to the owner of the site.
4. Maximally Productive: Among feasible uses, which use will produce the highest net return to the owner of the site?

The highest and best use of the land (or site), if vacant and available for use, may be different from the highest and best use of the improved property. This is true when the improvements are not an appropriate use, but make a contribution to the total property value in excess of the value of the site.

The following four point test must be met in estimating the Highest and Best Use. The use must be legal. The use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject property. In arriving at the estimate of Highest and Best Use, the subject site was analyzed as vacant and available for development and as improved.

Highest and Best Use - "As Is Vacant".

Physically Possible: The site must possess the size, shape, soil and other physical characteristics to support the improvements that will develop the site to its Highest and Best Use, as if vacant. The subject site is of sufficient size, with direct frontage along an asphalt paved roadway and has adequate shape for a outdoor storage use. The site elevation is to street grade, has the necessary utilities available on the site or at the boundary lines with no subsoil problems reported/assumed except as noted herein. The fact that the surrounding sites have been utilized for outdoor storage of vehicles and equipment indicates that such uses are possible.

Legally Permissible: The use must conform to the zoning regulations, private restrictions, building codes, environmental regulations and other legal requirements. We are assuming the subject will be granted a zoning change to I-2, Industrial(Planned) District, within the jurisdiction of the City of Opa-Locka, Florida. The proposed zoning, is the predominant zoning in the immediate area of the subject, it permits a wide range of industrial uses. Most existing uses in the subject's immediate area are outdoor storage of vehicles and equipment. There are no other known deed restrictions or other legal controls which would limit the use of the subject site.

Financially Feasible/Maximally Productive: Financial feasibility can be determined by comparing the economic value of a legal and probable land uses versus the cost of creating that use. If the cost to purchase the land, develop it, and market the finished product is less than the value of that finished product, then the use is considered to be financially feasible.

The area is comprised largely of low density industrial uses. The financial feasibility of any project is predicated by a sufficiently low land acquisition cost which would allow for an adequate level of developer profit. As well as cost to build. As such, after considering current market conditions, size and shape of the subject parcel, it is concluded that development of the subject site would not be feasible at this time.

The maximally productive use of a site is generally the use that most closely approaches the maximum use allowed under the zoning restrictions. The appraiser considered the size and configuration of the property, governmental imposed development regulations, surrounding development and market acceptability of new product when estimating the maximally productive use of the property.

Without a complete feasibility study analyzing the potential revenue stream and the relative production cost of the various options of legally permissible uses, it is difficult to state with any certainty a single use that would be considered the maximally productive use of the site.

Conclusion - Highest and Best Use "As Is Vacant"

Based on the previous analysis, the highest and best use of the subject site as is vacant that meets the four tests of highest and best use, is considered to be as outdoor storage space for vehicles and equipment, as permitted by zoning.

SECTION II
APPRAISAL PROCESS

THE APPRAISAL PROCESS

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an active market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applies, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

**VALUE ESTIMATE
VIA THE DIRECT SALES COMPARISON APPROACH**

INTRODUCTION

According to The Appraisal of Real Estate, tenth edition, published by the Appraisal Institute, the Sales Comparison Approach compares the subject property to recent sales and/or offers on similar properties. The underlying assumption is that the price of the subject property will be directly related to the price of competitive properties. The Sales Comparison Approach is based on the principal of substitution; noting that the value of a property is related to the price of substitute properties that offer similar utility.

The steps taken to apply the Sales Comparison Approach are:

- Identify relevant property sales:
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sale into a value indication for the subject.

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Property Type: Vacant Industrial zoned land.
- Size: 10,000 sf to 50,000 sf parcels.
- Location: Two square miles around the subject property.
- Transaction Date: January 2020 to Present

For this analysis, we use price per sf net land area as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The sales considered most relevant are summarized in the following pages.

COMPARABLE DATA**COMPARABLE SALE NO. 1**

Location	:	13020 NW 30 Avenue, Opa-Locka, Florida 33054.
Folio No.	:	08-2128-002-0080.
Legal Description	:	Lengthy legal retained on file.
Grantor	:	Carlos Cabrera.
Grantee	:	R & D Electric Properties, LLC.
Date of Sale	:	October, 2020.
ORB/Page	:	32175/0022.
Sales Price	:	\$325,000.00.
Financing Terms	:	All cash to seller is reported.
Site Characteristics	:	A level to grade rectangular shaped corner parcel which measures 10,430 sf net, as per tax roll.
Improvement	:	None.
Unit Price	:	\$31.16/sf.
Zoning	:	I-2, Industrial(Planned) District.
Source/Verification	:	Miami-Dade County Property Records, SEF MLS, listing# A10905221, sale verified.
Comments	:	This property is situated on the NW corner of NW 130 Street and NW 30 Avenue, adjacent to the subject property with direct frontage along NW 30 Avenue. It was most recently utilized for outdoor storage of vehicles and equipment, intended use by new owner is unknown.



PHOTO COMPARABLE SALE #1/AERIAL VIEW



COMPARABLE SALE NO. 2

Location	:	13030 NW 30 Avenue, Opa-Locka, Florida 33054.
Folio No.	:	08-2128-002-0070.
Legal Description	:	Lengthy legal retained on file.
Grantor	:	Tacury Yoghy.
Grantee	:	R & D Electric Properties, LLC.
Date of Sale	:	July, 2020.
ORB/Page	:	32011/3280.
Sales Price	:	\$325,000.00.
Financing Terms	:	All cash to seller is reported.
Site Characteristics	:	A level to grade rectangular shaped interior parcel which measures 9,687 sf net, as per tax roll.
Improvement	:	None.
Unit Price	:	\$33.55/sf.
Zoning	:	I-2, Industrial(Planned) District.
Source/Verification	:	Miami-Dade County Property Records, SEF MLS, listing# A10747279, sale verified.
Comments	:	This property is situated on the adjacent to comparable sale no.1 with direct frontage along NW 30 Avenue. It was most recently utilized for outdoor storage of vehicles and equipment, intended use by new owner is unknown.



PHOTOS COMPARABLE SALE #2/AERIAL VIEW



COMPARABLE SALE NO. 3

Location	:	2990 NW 132 Terrace, Opa-Locka, Florida 33054.
Folio No.	:	08-2128-004-0340.
Legal Description	:	Lengthy legal retained on file.
Grantor	:	Five Stars Investment Properties, LLC.
Grantee	:	Rock and Dirt Construction Equipment Rental, LLC.
Date of Sale	:	August, 2020.
ORB/Page	:	32062/4962.
Sales Price	:	\$1,185,000.00.
Financing Terms	:	All cash to seller is reported.
Site Characteristics	:	A level to grade rectangular shaped corner parcel which measures 49,658 sf net, as per tax roll.
Improvement	:	None.
Unit Price	:	\$23.86/sf.
Zoning	:	I-2, Industrial(Planned) District.
Source/Verification	:	Miami-Dade County Property Records, SEF MLS, listing# A10901642, sale verified.
Comments	:	This property is situated on the east side of NW 31 Avenue between NW 131 Street and NW 132 Terrace. It was most recently utilized for outdoor storage of vehicles and equipment, intended use by new owner is continued use for the storage of vehicles and equipment.



PHOTO COMPARABLE SALE #3/AERIAL VIEW



COMPARABLE SALE NO. 4

Location	:	14800 NW 24 Court, Opa-Locka, Florida 33054.
Folio No.	:	08-2122-025-0500 and 0510.
Legal Description	:	Lengthy legal retained on file.
Grantor	:	Optimal International Investment, LLC.
Grantee	:	LDD Poeperties, LLC.
Date of Sale	:	February, 2021.
ORB/Page	:	32387/1381.
Sales Price	:	\$1,160,000.00.
Financing Terms	:	All cash to seller is reported.
Site Characteristics	:	A level to grade rectangular shaped interior parcel which measures 54,000 sf net, as per tax roll.
Improvement	:	None.
Unit Price	:	\$21.48/sf.
Zoning	:	I-2, Industrial(Planned) District.
Source/Verification	:	Miami-Dade County Property Records, SEF MLS, listing# A10809474, sale verified.
Comments	:	This property is situated on the east side of NW 31 Avenue between NW 131 Street and NW 132 Terrace. It was most recently utilized for outdoor storage of vehicles and equipment, intended use by new owner is continued use for the storage of vehicles and equipment.



PHOTO COMPARABLE SALE #4/ AERIAL VIEW



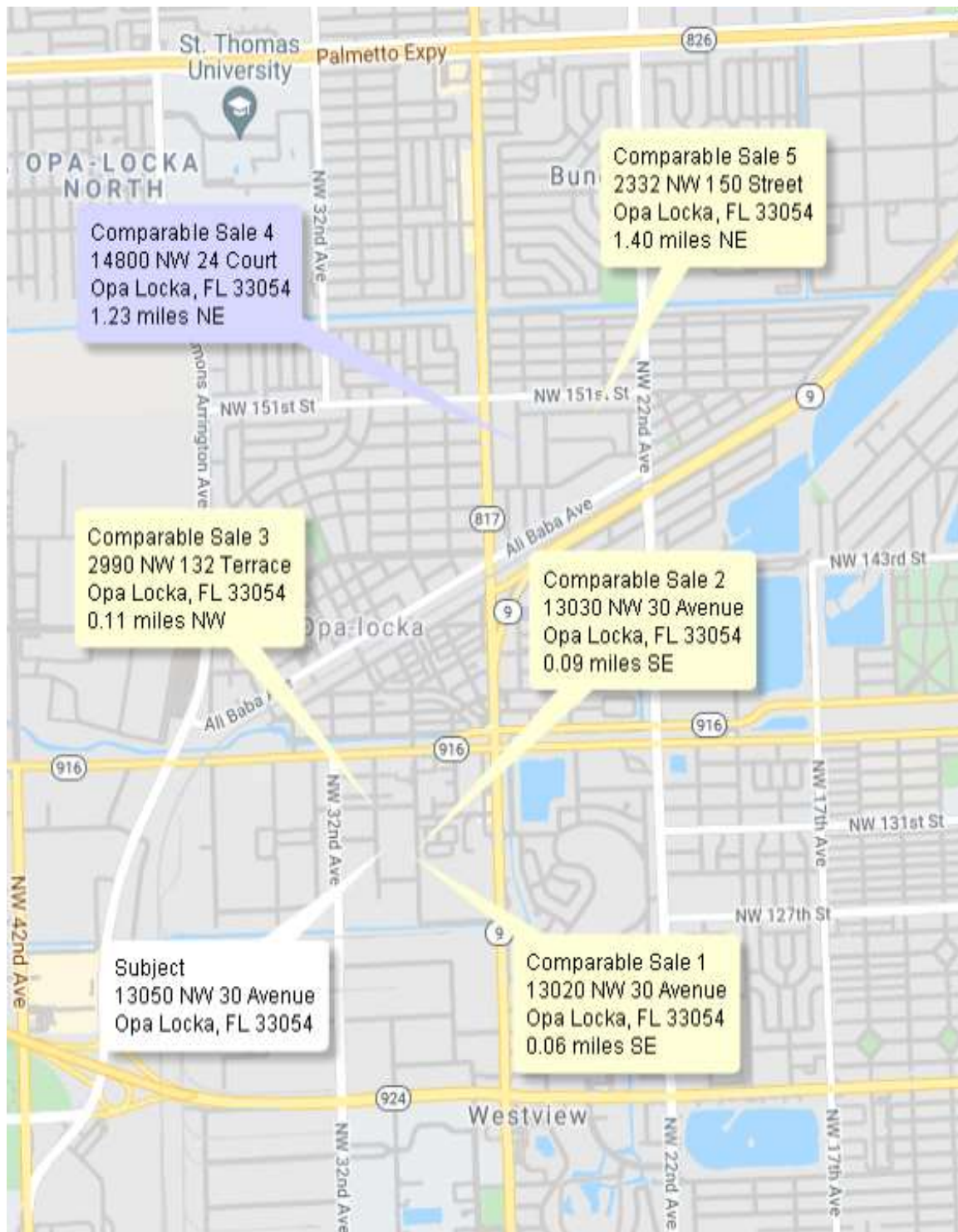
COMPARABLE SALE NO. 5

Location	:	2332 NW 150 Street, Opa-Locka, Florida 33054.
Folio No.	:	08-2122-025-0130.
Legal Description	:	Lengthy legal retained on file.
Grantor	:	Adolfo Holdings Inc.
Grantee	:	Samanez Group, LLC.
Date of Sale	:	December, 2020.
ORB/Page	:	32271/2583.
Sales Price	:	\$750,000.00.
Financing Terms	:	PMM of \$375,000.00 (50% LTV) From Regions Bank is reported.
Site Characteristics	:	A level to grade rectangular shaped interior parcel which measures 35,000 sf net, as per tax roll.
Improvement	:	Some metal canopies.
Unit Price	:	\$21.43/sf.
Zoning	:	I-2, Industrial(Planned) District.
Source/Verification	:	Miami-Dade County Property Records, Listing broker Mr. Saad Hamdan 305-951-2211, sale verified.
Comments	:	This property is situated on the south side NW 150 Street, one block west of NW 22 Court. It was most recently utilized for outdoor storage of pallets and equipment, intended use by new owner is continued use for the storage of vehicles and equipment. As reported by listing broker, his firm was appointed by the Miami Dade County Circuit Court to offer the subject property for sale. The property was leased at time of offering, once the existing tenant was made aware of the offering, they made an offer and it was accepted.



PHOTO COMPARABLE SALE #5/ AERIAL VIEW



MAP: COMPARABLE LAND SALES

Issues requiring elaboration are addressed in the following paragraphs.

Market Conditions

The sales took place from July, 2020 to February, 2021. Market conditions generally have been stable over this period through the effective date of value. As a result, no adjustments are warranted for this trend.

Analysis and Adjustment of Sales

Location

The subject's location within the Opa-Locka Industrial market, the area has experienced steady demand for industrial uses over the past few years, and this growth trend in demand is projected to continue, it has a significant positive impact on its income potential. Comparable one thru five are located within the Opa-Locka Industrial market area, with similar market appeal and amenities. No. adjustment is applied to the sale price indicated by these sales as a result of their location as compared to the subject.

Further analysis and adjustment of the comparable sales is discussed in the following paragraphs.

Sale 1 is located at 13020 NW 30 Avenue, Opa-Locka, Florida. It consists of a mostly level to grade rectangular shaped parcel. It measures a total of 10,430 SF net land area. This property sold in October, 2020 for \$325,000 or \$31.16 per S.F. As indicated, this property is utilized for outdoor storage of vehicles and equipment. As indicated, this site is rectangular in shape, as compared to the subject which is L shaped, I have applied a downward adjustment to account for the inferior shape. This comparable features similar zoning, size and potential uses. No other adjustments are warranted.

Sale 2 is located at 13030 NW 30 Avenue, Opa-Locka, Florida. It consists of a mostly level to grade rectangular shaped parcel. It measures a total of 9,687 SF net land area. This property sold in July, 2020 for \$325,000 or \$33.55 per S.F. As indicated, this property is utilized for outdoor storage of vehicles and equipment. As indicated, this site is rectangular in shape, as compared to

the subject which is L shaped, I have applied a downward adjustment to account for the inferior shape. This comparable features similar zoning, size and potential uses. No other adjustments are warranted.

Sale 3 is located at 2990 NW 132 Terrace, Opa-Locka, Florida. It consists of a mostly level to grade rectangular shaped parcel. It measures a total of 49,658 SF net land area. This property sold in August, 2020 for \$1,185,000 or \$23.86 per S.F. As indicated, this property is utilized for outdoor storage of vehicles and equipment. As indicated, this site is rectangular in shape, as compared to the subject which is L shaped, I have applied a downward adjustment to account for the inferior shape. As indicated, this parcel measures 49,658 sf of net land area , as compared to the subject at 11,369 sf, I have applied an upward adjustment to account for the inverse relationship that often exists between land size and price per S.F. This comparable features similar zoning and potential uses. No other adjustments are warranted.

Sale 4 is located at 14800 NW 24 Court, Opa-Locka, Florida. It consists of a mostly level to grade rectangular shaped parcel. It measures a total of 54,000 SF net land area. This property sold in February, 2021 for \$1,160,000 or \$21.48 per S.F. As indicated, this property is utilized for outdoor storage of vehicles and equipment. As indicated, this site is rectangular in shape, as compared to the subject which is L shaped, I have applied a downward adjustment to account for the inferior shape. As indicated, this parcel measures 54,000 sf of net land area , as compared to the subject at 11,369 sf, I have applied an upward adjustment to account for the inverse relationship that often exists between land size and price per S.F. This comparable features similar zoning and potential uses. No other adjustments are warranted.

Sale 5 is located at 2332 NW 150 Street, Opa-Locka, Florida. It consists of a mostly level to grade rectangular shaped parcel. It measures a total of 35,000 SF net land area. This property sold in December, 2020 for \$750,000 or \$21.43 per S.F. As indicated, this property is utilized for outdoor storage of vehicles and equipment. As indicated, this site is rectangular in shape, as compared to the subject which is L shaped, I have applied a downward adjustment to account for the inferior

shape. As indicated, this parcel measures 35,000 sf of net land area , as compared to the subject at 11,369 sf, I have applied an upward adjustment to account for the inverse relationship that often exists between land size and price per S.F. This comparable features similar zoning and potential uses. No other adjustments are warranted.

Land Sales Adjustment Grid						
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name	Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land
Address	NW 30 Ct. and NW 130 Street	13020 NW 30 Avenue,	13030 NW 30 Avenue,	2990 NW 132 Terrace,	14800 NW 24 Court,	2332 NW 150 Street,
City	Opa Locka	Opa Locka	Opa Locka	Opa Locka	Opa Locka	Opa Locka
County	Miami-Dade	Miami-Dade	Miami-Dade	Miami-Dade	Miami-Dade	Miami-Dade
State	FL	FL	FL	FL	FL	FL
Sale Date	N/A	October-20	July-20	August-20	February-21	December-20
Sale Status	N/A	Closed	Closed	Closed	Closed	Closed
Sale Price		\$325,000	\$325,000	\$1,185,000	\$1,160,000	\$750,000
Price Adjustment		-	-	-	-	-
Description of Adjustment						
Effective Sale Price		\$325,000	\$325,000	\$1,185,000	\$1,160,000	\$750,000
Net Land Area	11,369 sf	10,430 sf	9,687 sf	49,658 sf	54,000 sf	35,000 sf
Zoning	I-2	I-2	I-2	I-2	I-2	I-2
Price per SF	N/A	\$31.16	\$33.55	\$23.86	\$21.48	\$21.43
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		-	-	-	-	-
Financing Terms	Conv. Fin.	Cash to seller	Cash to seller.	Cash to seller.	Cash to seller.	Conv. Fin.
% Adjustment		-	-	-	-	-
Condition of Sale		None noted	None noted	None Noted	None noted	None noted
% Adjustment		-	-	-	-	-
Market Conditions	July 16, 2021	October-20	July-20	August-20	February-21	December-20
Annual % Adjustment		-	-	-	-	-
Cumulative Adjusted Price	N/A	\$31.16	\$33.55	\$23.86	\$21.48	\$21.43
Location		-	-	-	-	-
Extra Features		-	-	-	-	-
Frontage		-5%	-5%	-5%	-5%	-5%
Lot Size		-	-	+25%	+25%	+25%
Zoning		-	-	-	-	-
Topography		-	-	-	-	-
Economic Characteristics		-	-	-	-	-
Net \$ Adjustment		-\$1..55/sf	-\$1.68/sf	\$4.77/sf	\$4.30/sf	\$4.28/sf
Net % Adjustment		-5%	-5%	20%	20%	20%
Final Adjusted Price		\$29.61/SF	\$31.87/SF	\$28.63/SF	\$25.78/SF	\$25.71/SF
Overall Adjustment		5%	5%	30%	30%	30%

Range of Adjusted Prices Average		\$25.71 - \$31.87
Indicated Value		\$30.00/SF

Value Indication

Prior to adjustment, the sales reflect a range of \$21.43 - \$33.55 per SF. After adjustment, the range is narrowed to \$25.71 - \$31.87 per SF, with an average of \$28.32 per SF. To arrive at an indication of value, we placed more weight on sales no.1, no.2 and no.3 because these reflect the tightest range.

Based on the preceding analysis, we arrive at a value indication as follows:

Value Indication by Sales Comparison	
Indicated Value per SF Net	\$30.00
Net land area	11,369 SF
Indicated Value	\$341,070
Rounded	\$341,000

In my opinion the Estimated Market Value in “As Is” condition via the Sales Comparison Approach to value as of July 16, 2021 is: \$341,000.00

CERTIFICATION

The undersigned appraisers, in accordance with the Standards of Professional Practice and Code of Professional Ethics of the Appraisal Institute, and with the Uniform Standards of Professional Appraisal Practice, certify to the following:

1. Angel Fernandez has inspected the right of way to be vacated consisting of vacant industrial zoned land, located at the intersection of hypothetical NW 30th Court and NW 130th Street, Opa-Locka, Florida 33054.
2. The statements of fact contained in this report are true and correct.
3. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. No one provided significant real property appraisal assistance to the person signing this certification.
10. It should be noted that the valuation herein does not include any furniture, fixtures, or equipment necessary to operate any business, or businesses occupying the subject property. The valuation herein does not include a value for any business entity, or entities occupying the subject property.
11. Commercial Appraisal Group Co, and the undersigned Angel Fernandez has not previously appraised the subject property. We have not performed any other valuation or professional services involving the subject property in any capacity, nor have we been involved with the management, leasing, disposition, nor any similar service regarding the subject property in the past three years.

I HEREBY CERTIFY THAT BASED UPON THE INFORMATION PRESENTED
HEREIN, MY CONCLUSION OF THE REQUESTED ESTIMATE OF VALUE FOR THE
SUBJECT, AS OF JULY 19, 2021, IS:

MARKET VALUE "AS IS" \$341,000.00

COMMERCIAL APPRAISAL GROUP CO.



ANGEL FERNANDEZ, PRESIDENT
STATE CERTIFIED GENERAL
REAL ESTATE APPRAISER
CERTIFICATION NO. RZ 2646

LIMITING CONDITIONS

1. The legal description used in this report is assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information, however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance has been stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted within the report.
11. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
12. Possessions of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualifications and only in its entirety.
13. The distribution of the total value in this report between land and improvements applied only under the reported highest and best use of the property. The allocation of value for land and improvements must not be used in conjunction with any other appraisal and is invalid if so used.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraisal, firm or professional organization of which the appraiser is a member, be identified without written consent of the appraiser.
15. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no such material

on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

16. Liability of Commercial Appraisal Group and its employees, independent and subcontractors, is limited to the fee collected for preparation of the appraisal. There is no accountability, or liability, to any third party.
17. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The Appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequent such study or analysis or previous study or analysis, subsequently becoming known to him.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES
ACCEPTANCE OF THE PRECEDING CONDITIONS.

QUALIFICATIONS OF ANGEL FERNANDEZ

September 2007 to Present - President of Commercial Appraisal Group Company, appraisal assignments include all types of commercial properties including multi-family apartments, gas stations, office buildings, vacant land, industrial properties and retail buildings.

Special Appraisal Magistrate, Miami Dade County V.A.B. 2013 to Present.

April 1989 to September 2007 - Senior Staff Appraiser with The Republic Appraisal Company, Miami, Florida. Appraisal assignments include multifamily apartment buildings, shopping centers, office buildings, warehouse and industrial buildings and vacant land. Extensive use of discounted cash flow analysis utilizing various software programs.

Education Background

Attended Miami-Dade Community College 1982-1983.

Completion of all course work requirements for the State of Florida Real Estate Salesman License in 1986. Completion of all the course work requirements for the State of Florida Real Estate Brokers License and Continuing Education every two years since 1988. Completion of all the course work requirements for the State of Florida Real Estate Residential Appraisal Certification in 1990 and subsequent continuing education every 2 years. Completion of all the course work requirements for the State of Florida Real Estate General Appraisal Certification in 2003 and subsequent continuing education every 2 years.

Certifications:

Licensed Real Estate Broker, Florida (Lic. No. BK470119)
State-Certified General Real Estate Appraiser No. RZ2646

Professional Affiliations:

National Association of Realtors Member

Appraisal Courses Completed:

Introduction to Appraising Real Property "SREA 101 Course"
Real estate Appraisal Principles
Basic Valuation Procedures
Standards of Professional Practice Part A
Appraising Distressed Commercial Real Estate 2009

Some of the Continuing Education Courses:

Office Building Valuation: A Contemporary Perspective
Appraisal Institute, Miami, FL

Seven Hour USPAP "Core Law for Appraisers"

Appraisal Institute, Miami, FL

Business Practices and Ethics

Appraisal Institute, Boca Raton, FL

General Demonstration Reports Seminar,

Appraisal Institute, Boca Raton, FL

ADDENDUM



VIEW OF NW 130 STREET EAST BOUND FROM NW 30 COURT/ NW 31 AVENUE



APPRAISERS LICENSE



July 23, 2021

Hope Calhoun, Esq
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432

RE: Value of right of way vacation for
AMD, 13050 NW 30th Ave.

Hope:

In response to your request to establish a value for the rights of way exchanged between the City of Opa Locka and IDMA Holdings (the applicant), this office computed, as set forth in Section 8(a) of Ordinance No. 14-02 the average between the assessed value from the Miami Dade Property Appraiser and the market value determined by a private appraiser and applied this value to the net area of right of way being transferred.

The Miami Dade Property Appraiser does not assign land values to public rights of way. Instead, this office computed the average land values (current year) obtained from the Miami Dade Property Appraiser for the 8 parcels adjacent to the right of way being vacated (see Table 1). The average land value of properties adjacent to the right of way being vacated is \$18.43/SF with an market value of \$30.00/SF established by Commercial Appraisal Group Co. The average of the market value and the mean SF value from the Miami Dade Property Appraiser is \$24.22/SF.

Table 1

PCN	Land Value ¹	SF		
08-2128-002-0040	\$ 184,015.00	9,685		
08-2128-002-0030	\$ 209,080.00	10,454		
08-2128-002-0020	\$ 209,080.00	10,454		
08-2128-002-0050	\$ 191,660.00	9,583		
08-2128-004-0380	\$ 1,860,588.00	103,366		
08-2128-002-0060	\$ 191,660.00	9,583		
08-2128-002-0090	\$ 209,080.00	10,454		
08-2128-004-0330	\$ 97,981.00	7,537		
	\$ 3,153,144.00	171,116	\$18.43	\$/SF
		Market Value ²	\$30.00	\$/SF
		Average SF Value	\$24.22	

¹ Values and areas obtained from Miami Dade Property Appraiser's website

² Per Appraisal prepared by Commercial Appraisal Group Co.

Ordinance 14-02 requires payment of \$275,357 to the City for the vacation of 11,369 SF of right of way along the alignments of NW 30th Court and NW 130th Street. The dedication (by separate instrument) of approximately 7,450 SF of right of way along the alignment for NW 131st Street (which as explained in my correspondence dated June 11, 2021, attached, is needed for the City's programmed construction of NW 131st Street between NW 30th and NW 31st Avenues), has by the same logic a value of \$180,439.00. Assuming the dedication of right of way will be accepted by the City as an in-kind contribution, the net amount due for the vacation of right of way for the AMDI project is \$94,918.

Regards,

Glen A. Hanks

Digitally signed by Glen A.

Hanks

Date: 2021.07.23 10:23:06

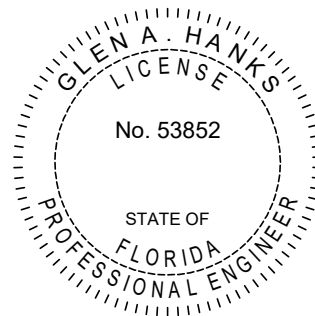
-04'00'

Glen A. Hanks, P.E.

FL Reg. No. 53852

This item has been digitally signed and sealed by Glen A. Hanks, P.E. on the date adjacent to the seal using the SHA authentication code.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



CITY MANAGER'S REPORT



City of Opa-Locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate, City Manager		CM Signature:		
Commission Meeting Date:	09/22/2021		Item Type:	Resolution	Ordinance
			(Enter X in box)		Other
					X
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
			Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
General Fund Enterprise Fund Special Law Enforcement Fund				No	
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X		Enhance Organizational ☒		
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department: Finance Department	City Manager	

Short Title:

City of Opa-locka, Financial Oversight and Reporting (FY2021 for the Period October 2020-June 2021)

Staff Summary:

The City's Code of Ordinance, in Chapter 2-651(6), the City shall provide financial reports on all funds comparing budgeted revenue and expenditure information to actual, which I will present before you in this meeting.

Proposed Action:

The presentation will first focus high level, on both revenues and expenditures for all funds combined, then we will move into reviewing the budget to actual by fund type for a detailed expenditure review. Please note that there will be budget variances as a result of the fact that the budget is a 12 month forecast while this

presentation shows actual results for 9 months, but know that we are trending well, with no major concerns at this juncture.

Attachment:

See Power Point



City of Opa-locka, Florida

The Great City of Opa-locka

City of Opa-locka, Florida

Financial Oversight and Reporting FY20-21 for the Period October 2020-June 2021

SEPTEMBER 22, 2021

OPA-LOCKA, FLORIDA

Table of Content

- Elected and Appointed Officials
- City Commission
- City Manager, John E. Pate, Greeting
- Financial Oversight and Reporting
 - Utilization Report on All Funds:
 - Comparing Budget to Actual for Revenue and Expenditures For the Period October 2020 to June 2021 (FY21 - Quarter 1, Quarter 2 and Quarter 3)
 - Highlights, Conditions or Adverse Trends in Comment Section
 - Budget to Actual by Fund Type
 - Comparing Budget to Actual for Expenditures by Fund For the Period October 2020 to June 2021 (FY21 - Quarter 1, Quarter 2, and Quarter 3)
 - Highlights, Conditions or Adverse Trends in Comment Section
- Question and Answer
- City Manager, John E. Pate, Closing

Elected and Appointed Officials

Matthew A. Pigatt, Mayor

Veronica Williams, Vice-Mayor

Sherlean Bass, Commissioner

Chris Davis, Commissioner

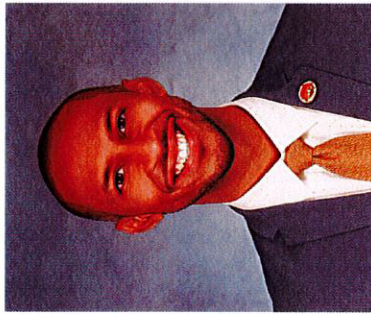
John Taylor, Commissioner

John Pate, City Manager

Joanna Flores, City Clerk

Burnadette Norris-Weeks, City Attorney

City Commission



Matthew A. Pigatt
Mayor



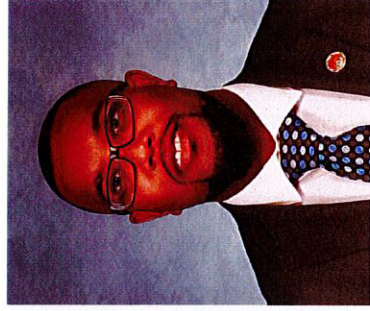
Veronica Williams
Vice-Mayor



Sherlean Bass
Commissioner



Chris Davis
Commissioner



John Taylor, Jr.
Commissioner

City Manager,
John E. Pate

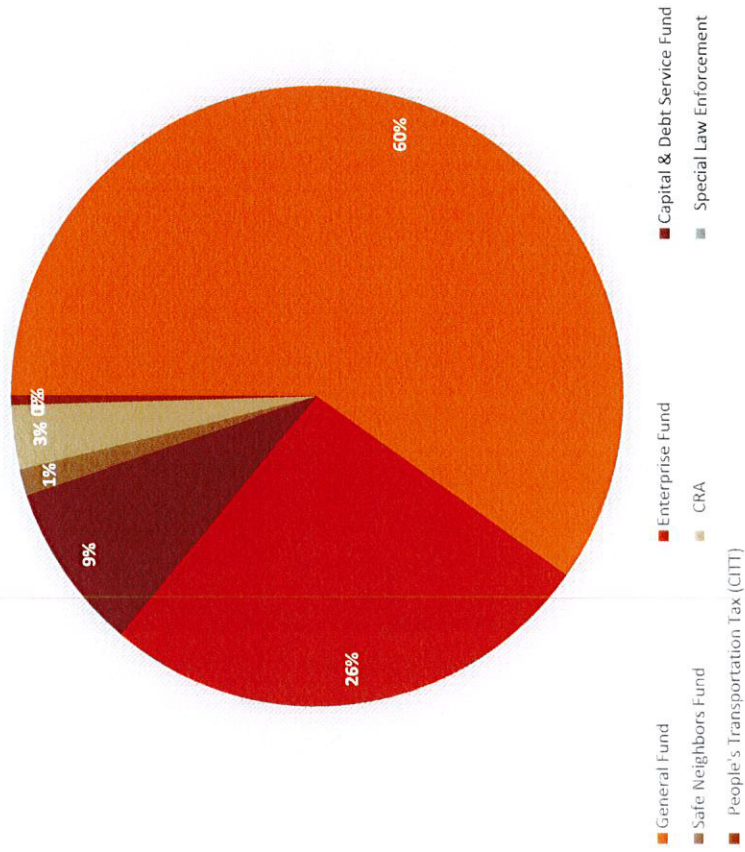


Introduction

➤ Financial Oversight and Reporting

- The City of Opa-locka is managed and operated under a transparent government with oversight by management, operations, and finances under various different department heads.
- The City, while under a declaration of financial emergency, is monitored by a Financial Emergency Board (FEB) through a State and Local Agreement designated by the Florida Governor.
- The City's Code of Ordinance, in Article XIII – Finance Sec. 2-651(6) "Financial oversight and reporting", states that the City shall provide financial reports on all funds comparing budgeted revenue and expenditure information to actual, which I will present before you in this meeting today.
- The presentation will first focus high level, on both revenues and expenditures for all funds combined, then we will move into reviewing the budget to actual by fund type for a detailed expenditure review. Please note that there will be budget variances as a result of the fact that the budget is a 12 month forecast while this presentation shows actual results for 9 months, but know that we are trending well, with no major concerns at this juncture.

Revenues and Receipts - \$31.5M

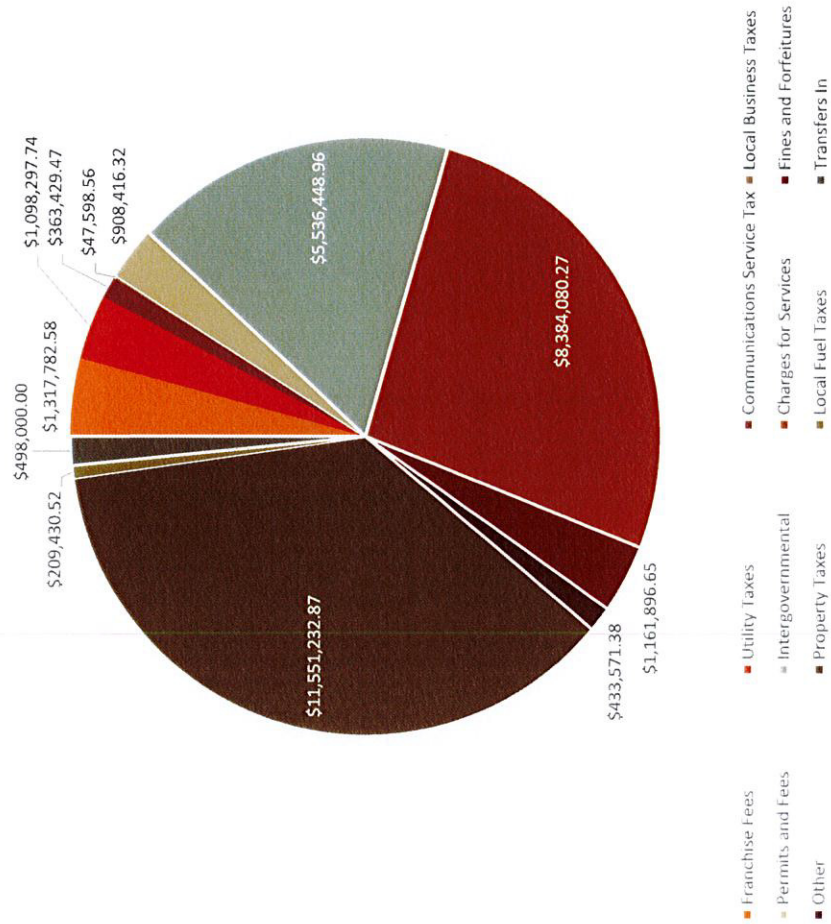


Revenues: Breakdown by Fund

FY2021 Q1-Q3

Revenues: Breakdown by Category

City-Wide Revenues, FY2021 Q1-Q3



City- Wide Revenues

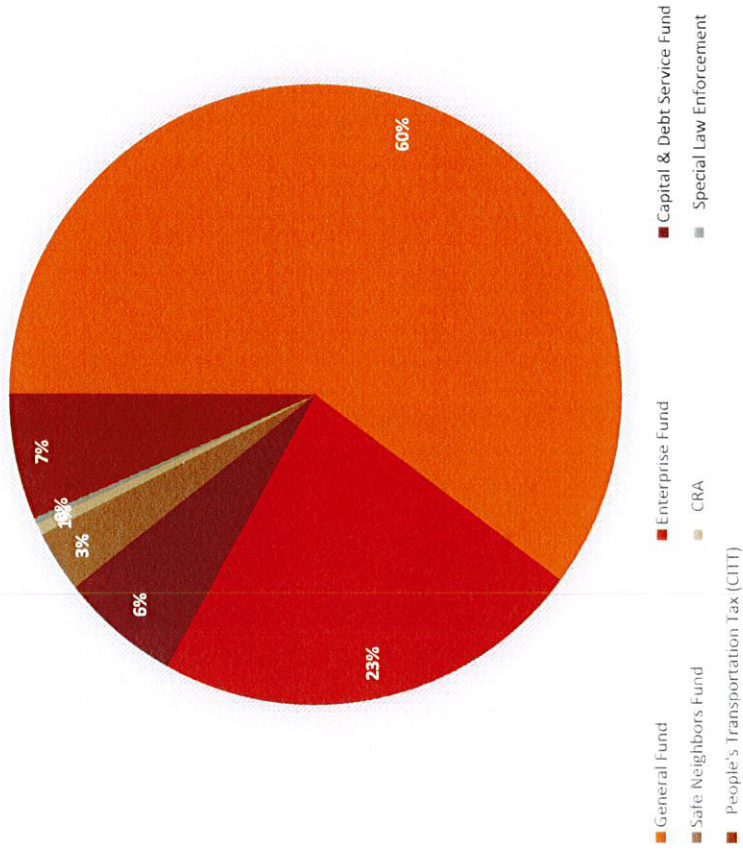
FY2021 Q1-Q3

FUND TYPE	REVENUES		
	BUDGET	RECEIPTS	UNREALIZED
General Fund	26,173,899.00	18,750,730.42	7,423,168.58
Enterprise Fund	17,069,936.00	8,223,156.29	8,846,779.71
Capital & Debt Service Fund	3,011,857.00	2,897,515.05	114,341.95
Safe Neighbors Fund	1,175,780.00	436,545.29	739,234.71
Special Revenue Fund(s):			
CRA	1,046,910.00	1,046,910.00	-
Special Law Enforcement	105,500.00	1,026.89	104,473.11
People's Transportation Tax (CITT)	2,138,140.00	154,301.22	1,983,838.78
TOTAL	50,722,022.00	31,510,185.32	19,211,836.68

City-Wide Revenues (FY21 Q1-Q3)

- More than 50% of the City's revenues is within the General Fund, which represents our ad valorem (property and tangible personal property tax revenues), federal, state and local revenues referred to as intergovernmental revenues and grants, transfers ins and other. Our largest source of revenues is property taxes.
- Ad valorem taxes represents 40% of the General Fund Budget of \$26M. We have collected 97% of budgeted ad valorem revenues, which is \$10.5M. The collection of the City's portion of state revenues, franchise fees and Red Light Camera earnings are on target. Meanwhile building, electrical, mechanical and plumbing permits, and zoning fees are higher than budgeted. The City also received more than \$1.6M in CARES Act Program funds used for both housing and food security concerns through grocery gift cards, and \$1.9M in CARES Act Operating funds. The City is awaiting for year end to record any allowed transfer in revenues from excess pledged revenues released from restrictions from the Capital and Debt Service Fund (which is from the City's bonds), administrative fees from the Enterprise Funds and fund balance transfer in revenues.
- Enterprise Fund revenues, primarily consist of water, sewer and storm water revenues, grants, drawdowns and inflows from the State Revolving Loan Fund and other miscellaneous revenues. As a result of the pandemic, the collection of utility revenues is down as a result of the suspension on the disconnection of water service due to nonpayment. Miami-Dade Water and Sewer Dept. has suspended any shut offs, meanwhile the City is also experiencing a 30 day delayed schedule in remittance of collected payments from WASD and a reduction in storm water revenue projections estimated at (\$500k). In addition, the City did not access \$2.8M in State Revolving Loan funds which were previously anticipated, in addition to \$1.3M in fund balance transfers to be recorded as revenues, however this figure will be analyzed and reviewed at year end to determine if realized. Lastly \$649k in CDBG funding has not been earned. In light of this, the City has reduced anticipated budgeted expenditures within the Enterprise Funds to manage the significant decrease in inflows as a result of changes in the economy, a class action lawsuit and managing this global pandemic.
- Capital and Debt Service Fund pledged revenues are on target, this fund is funded by state revenues such as sales taxes, communication tax, share revenues and FPL utility tax.
- The CRA Fund is another fund that is on target, as the City has paid all revenues budgeted to the CRA for fiscal year 2020-2021, which amounted to \$1.0M.
- There has not been any payments made to the City under the Department of Justice and Department of Treasury's Equitable Sharing Program for seized assets during fiscal year 2020-2021. However, budgeted expenditures for the year are being paid for by prior year fund balance revenues.
- The People's Transportation Fund has only received surtax cost reimbursements as it relates to transit cost incurred by the City for the bus circulator. As a result of the City being on a cost reimbursement basis with CITT and no longer receiving advanced payments since 2015, it cannot request cost reimbursements associated with transportation related cost until the fiscal year is completed. It is on a year by year basis, once the year is closed and a financial audit completed, then the CITT audit can begin. Therefore, we normally record estimated transportation revenues at year end, therefore we should see an increase in revenues at the end of the fourth quarter as part of year-end adjustments for estimates.

Expended - \$25.6M

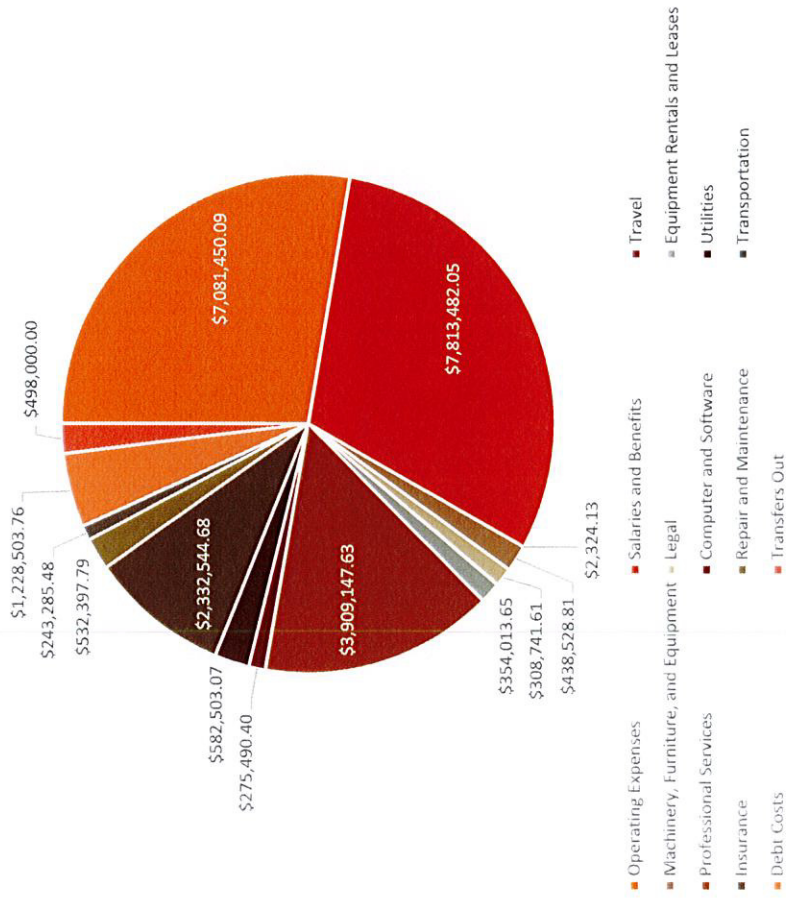


Expenditures: Breakdown by Fund

FY2021 Q1-Q3

Expenditures: Breakdown by Category

City-Wide Expenditures, FY2021 Q1-Q3



EXPENDITURES			
FUND TYPE	BUDGET	EXPENDED	AVAILABLE
General Fund	26,279,808.00	15,401,391.26	10,878,416.74
Enterprise Fund	18,800,926.00	5,845,788.19	12,955,137.81
Capital & Debt Service Fund	3,011,857.00	1,613,126.26	1,398,730.74
Safe Neighbors Fund	1,054,280.00	824,445.60	229,834.40
Special Revenue Fund(s):			
CRA	1,046,910.00	152,991.22	893,918.78
Special Law Enforcement	105,500.00	81,245.39	24,254.61
People's Transportation Tax (CITT)	2,821,306.00	1,681,425.23	1,139,880.77
TOTAL	53,120,587.00	25,600,413.15	27,520,173.85

City-Wide Expenditures

FY2021 Q1-Q3

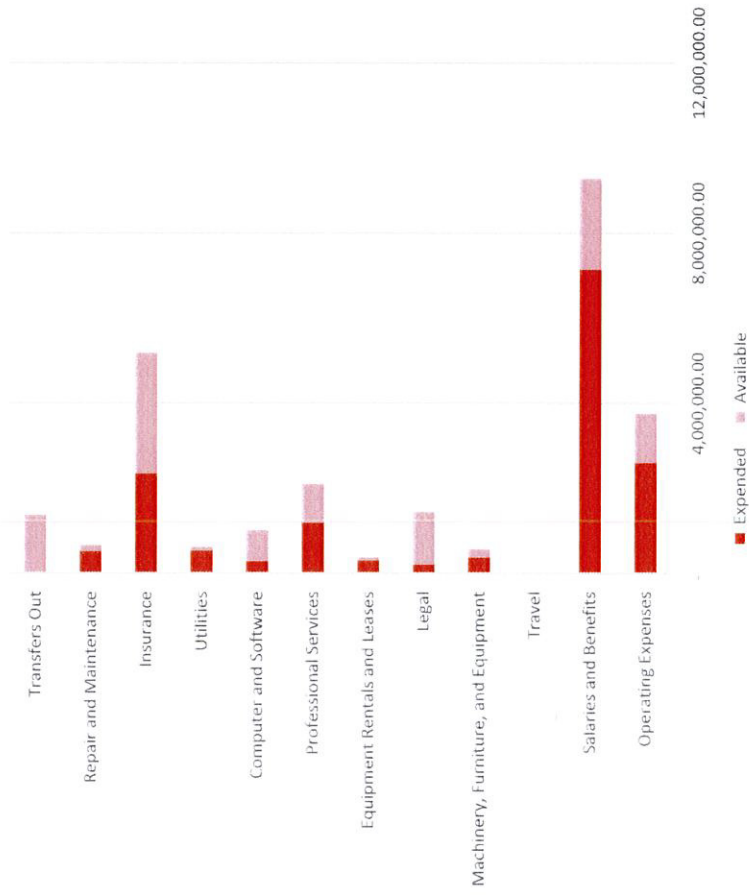
City-Wide Expenditures (FY21 Q1-Q3)

- The General Fund expended \$15.4M, there are some reductions in expenditure line items as a result of 5.5 FTE vacancies throughout various departments which caused reductions in salaries and benefits, unrealized contingent liabilities, delays in billing from vendors, reductions in general expenses due to better management of allocating cost and reductions in machinery and equipment purchases. There was also less activity as a result of managing the COVID-19 pandemic, and more online and remote interactions which are less costly (i.e. training, indoor activities and projects). There were increases in some line items associated with retirement and departures from the City, emergency payout for employees to assist them in navigating the pandemic, FRS retirement adjustments, IRS audit compliance, leasing of new police vehicles, purchase of road materials and supplies and other factors. This fund also includes, year end accounting entries associated with transfer outs due to other funds and fund balance transfers and allocated charges of insurance and risk, information technology charges and access to vehicles and office space cost recovered through a year end cost allocation, and accounted for at year end by Finance. The \$15M in expenditures represents activity for the first three quarters of fiscal year 2021, while year end expenditures for the fourth quarter will be included in the next quarter presentation.
- The Enterprise Fund expended \$5.8M which mainly consist of water and sewer charges from Miami-Dade County for service, salaries and benefits from employees, other professional and contracted service fees, project cost, inter-fund charges for use of government services and other charges.
- The Capital and Debt Service Fund expended \$1.6M and is on target, all debt payments of both principal and interest have been paid on time for the first three quarters of the fiscal year.
- The Safe Neighborhood Improvement Fund expended \$824k and is funded by state funds from the State of FL Local Option Fuel Tax which is a ninth-cent fuel tax of one-cent on every net gallon of motor and diesel fuel and other taxes on motor fuel. As of the first three quarters of the year, \$437k was collected and \$460k is expected as transfer in from the General Fund.
- The CRA expended \$153k, which is primarily related to administration and general operating expenditures up until the nine months in fiscal year ended September 30, 2021.
- Special Law Enforcement Fund expended \$81k, and is on target. In addition, the funds expended are in line with the rules and regulations surrounding the use of funds for law enforcement related activities.
- The PTT Fund expended \$1.68M, and its use is primarily for transit and transportation cost. The City's projected distribution for FY21 is \$791k, \$781k in FY20, and \$742k in FY19 which represents its revenue allocation from the Miami Dade County (MDC) CITT fund. The City has incurred \$1.7M in cost it expects to get reimbursed by CITT surtax revenues for both transit and transportation expenditures for FY21 Q1-Q3. The PTT Fund is in line with projected spend and has sufficient funds from the past two and current fiscal year along with unspent dollars from previous years where spending was less. The City is currently working with MDC's Audit Division on their fiscal year 2019 audit to assess the City's reimbursement due.

General Fund

FY2021 Q1-Q3

General Fund – Progress Bar



General Fund

FY2021 Q1-Q3

Categories	Budget	Expended	Available
Operating Expenses	3,743,326.00	2,589,629.29	1,153,696.71
Salaries and Benefits	9,272,181.00	7,136,928.54	2,135,252.46
Travel	19,000.00	2,324.13	16,675.87
Machinery, Furniture, and Equipment	560,300.00	361,280.12	199,019.88
Legal	1,433,077.00	199,780.00	1,233,297.00
Equipment Rentals and Leases	360,983.00	292,543.94	68,439.06
Professional Services	2,095,349.00	1,178,320.89	917,028.11
Computer and Software	1,008,956.00	275,490.40	733,465.60
Utilities	604,000.00	521,571.96	82,428.04
Insurance	5,169,949.00	2,332,544.68	2,837,404.32
Repair and Maintenance	652,172.00	510,977.31	141,194.69
Transfers Out	1,360,515.00	-	1,360,515.00
TOTAL	26,279,808.00	15,401,391.26	10,878,416.74

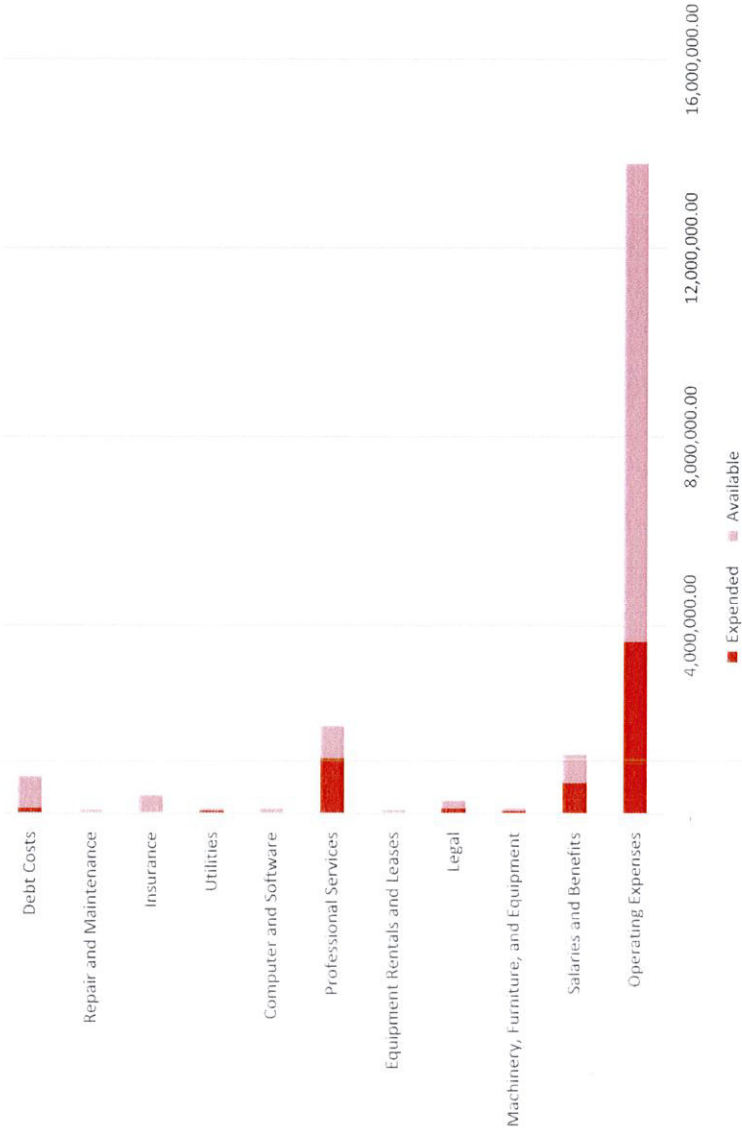
General Fund (FY21 Q1-Q3)

- Operating Expense charges has \$2.6M expended, and is on target with year end projections, the available balance represents charges to be incurred for the fourth quarter. The City also paid down more than \$1M due to the Miami Dade County long-term debt and more than \$998k in Red Light Camera debt payments.
- Salaries and Benefits expended is \$7.1M as of the first three quarters, and is expected to even out by fiscal year end. There were some vacancies throughout the year, primarily within Police Patrol, Police Chief, Finance and the City Manager's budget. The new Police Chief was not hired until May 2021, while there were four (4) vacant positions in Police Patrol throughout the year that were unfilled but now filled. The City also had a vacancy in the Finance Director role and other Accountant positions. While there were vacancies, there were also new hires that balanced out salary and benefit cost.
- Legal Expenses expended is \$200k, however the short fall in the budget is associated with \$1.1M in contingency liability in the City Manager's budget that thankfully has not been used as of the date of this presentation.
- Professional Services and other contracted services expended is \$1.2M and is trending fine, the available budget is related to 4Q activity.
- Computer and Software expended is \$275k, there are some year end projects that will begin in the fourth quarter while the remaining projects will go into the next fiscal year.
- Insurance cost has \$2.3M expended for risk and insurance charges, the remaining fees and cost will be incurred during the fourth quarter. In addition, there is \$2.58M that will be adjusted as a result of inter-fund allocations.
- Transfer out transactions have not been accounted for as of the first three quarters of fiscal year 2020-2021 and normally accounted for as part of the year end adjustments by Finance. These transfers represent funding of other funds through the General Fund.

Enterprise Funds

FY2021 Q1-Q3

Enterprise Fund – Progress Bar



Enterprise Funds

FY2021 Q1-Q3

Categories	Budget	Expended	Available
Operating Expenses	13,784,660.00	3,649,164.90	10,135,495.10
Salaries and Benefits	1,254,797.00	655,125.09	599,671.91
Machinery, Furniture, and Equipment	111,996.00	64,231.87	47,764.13
Legal	275,000.00	108,961.61	166,038.39
Equipment Rentals and Leases	75,938.00	2,888.64	73,049.36
Professional Services	1,850,182.00	1,169,686.99	680,495.01
Computer and Software	105,159.00	-	105,159.00
Utilities	95,000.00	60,931.11	34,068.89
Insurance	386,242.00	-	386,242.00
Repair and Maintenance	78,000.00	21,420.48	56,579.52
Debt Costs	783,952.00	113,377.50	670,574.50
TOTAL	18,800,926.00	5,845,788.19	12,955,137.81

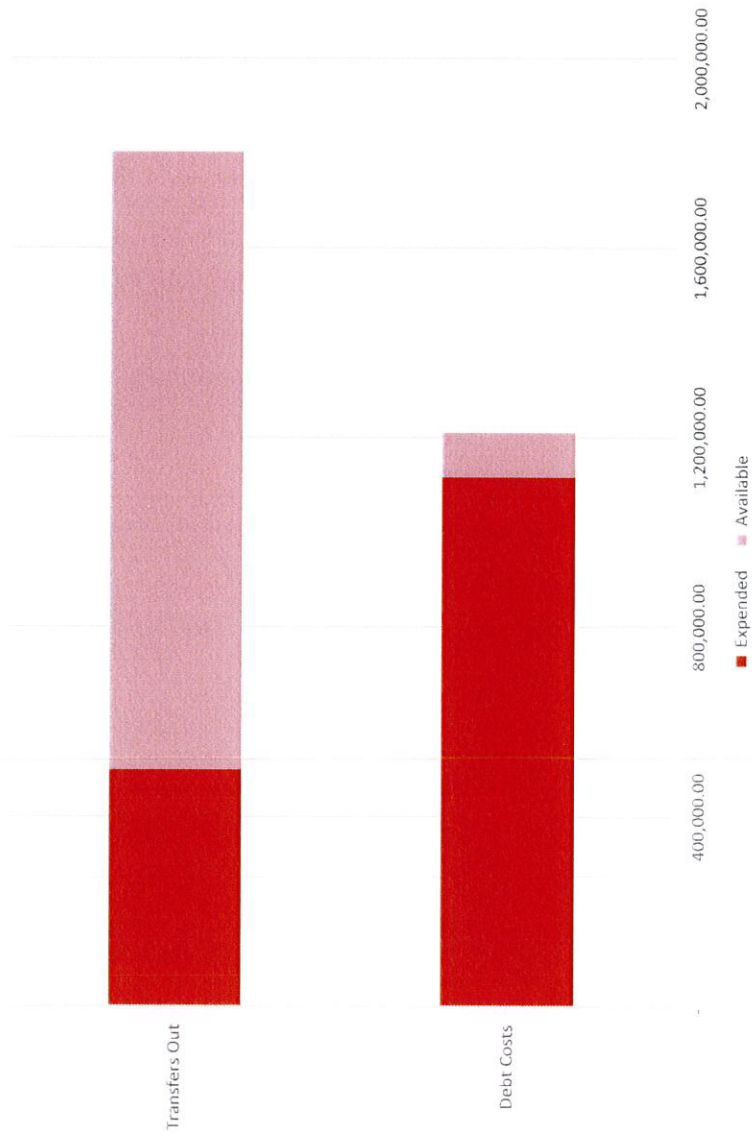
Enterprise Funds (FY21 Q1-Q3)

- Operating Expenses expended is \$3.6M, and expected to be below the budget, which is as a result of a combination things such as delays in projects, caused by the pandemic and not moving forward with accessing the State Revolving Loan Fund for projects surrounding the Burlington Canal, Cairo Lane, NW 30th Avenue Project, Zone 6, Storm water, Flood Mitigation, Road Improvement Draining and the Miami Gardens Service Line project, which are anticipated to begin in fiscal year 2021-2022. Other issues are concerned with delays in billing and reduction in proposed and budgeted expenditures and projects as a result of short falls in revenue, this is a conservative approach to manage the water, sewer and storm water funds. Allocated charges associated with the EF's cost for, insurance and risk cost, access to office space and vehicles will be accounted for at year end by Finance.
- Salaries and benefits expended is \$655k, and is in line with current positions, however there are a total of 8 FTE vacancy positions factored into the budget that were not filled within the Wastewater Collections and Distribution, Storm water, Water Distribution, Customer Service and Service Line & Meter Maintenance divisions within the Enterprise Funds.
- Legal service fees expended is \$109k, and is below the budget as a result of delays in billing by the attorney vendor.
- Professional and other contractor services expended is \$1.2M, we may or may not expended all of the remaining funds as a result of reductions in some projects as mentioned above, however there are expected cost associated with services currently being rendered that will be accounted for during the fourth quarter.
- Computer equipment is trending lower as a result of information technology usage charges that will be accounted for at year end by Finance, \$105k was budgeted, however, actual end of year total charges will be allocated to the Enterprise Fund.
- The allocation of the Enterprise Fund's share of Insurance and Risk associated cost will be accounted for as a year end adjustment by Finance and is estimated at \$386k.
- Initially, it was presumed that both the state revolving loan funds principal and interest payments would be budgeted to be recorded through expenditures at \$783k. However, to conform to proper accounting treatment, only the interest charges have been recorded as expenditures while the principal payments of \$407,793 paid in this fiscal year have been recorded against the long term liability account on the balance sheet to conform to proper accounting to reduce the balance due. The enterprise fund is normally accounted for similar to a for profit entity and this properly accounts for the transactions.

CPID Fund – Progress Fund

Debt Service Fund

FY2021 Q1-Q3



Debt Service Fund

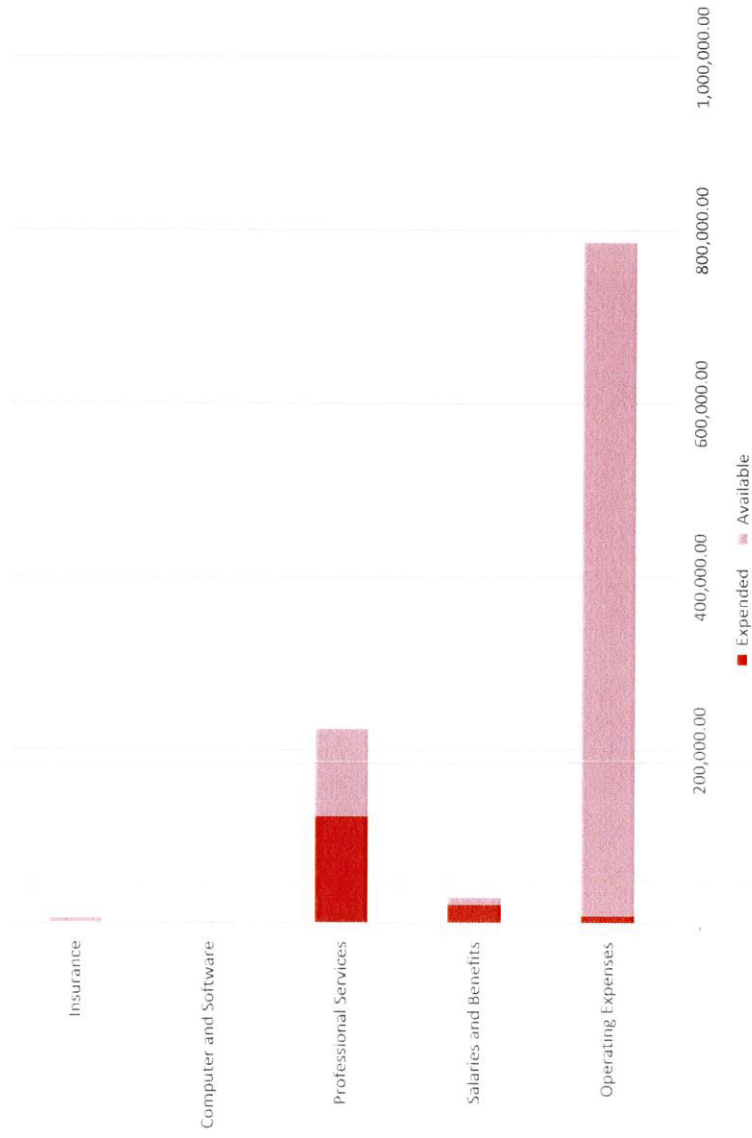
FY2021 Q1-Q3

Categories	Budget	Expended	Available
Debt Costs	1,209,897.00	1,115,126.26	94,770.74
Transfers Out	1,801,960.00	498,000.00	1,303,960.00
TOTAL	3,011,857.00	1,613,126.26	1,398,730.74

Capital and Debt Service Fund (FY21 Q1-Q3)

- Debt service cost is primarily principal and interest payments for both the 2011 and 2015 A&B Bond for capital improvements and the purchasing of the Town Center building known as City Hall. All payments during fiscal year 2020-2021 have been made successfully. Total principal outstanding for these two bonds as of June 30, 2021 is approximately \$7.7M.
- We await correspondence from City National Bank to determine how much of the 2015 A&B Bonds excess pledged revenues will be transferred from this fund to the General Fund which is why the transfer out is noted as available.
- We also wait until the fourth quarter of the fiscal year to book the excess pledged revenues to be transferred related to the 2011 A&B Bonds.
- This fund is operating as intended with no major concerns, once the excess pledged revenues are known, it will be accounted for by Finance as a transfer out of the Capital and Debt Service Fund and transferred into the General Fund for operating use.

CRA Fund – Progress Bar



Community Redevelopment Agency

FY2021 Q1-Q3

Categories	Budget	Expended	Available
Operating Expenses	785,690.00	8,562.80	777,127.20
Salaries and Benefits	29,771.00	21,428.42	8,342.58
Professional Services	224,000.00	123,000.00	101,000.00
Computer and Software	1,790.00	-	1,790.00
Insurance	5,659.00	-	5,659.00
TOTAL	1,046,910.00	152,991.22	893,918.78

Community Redevelopment Agency

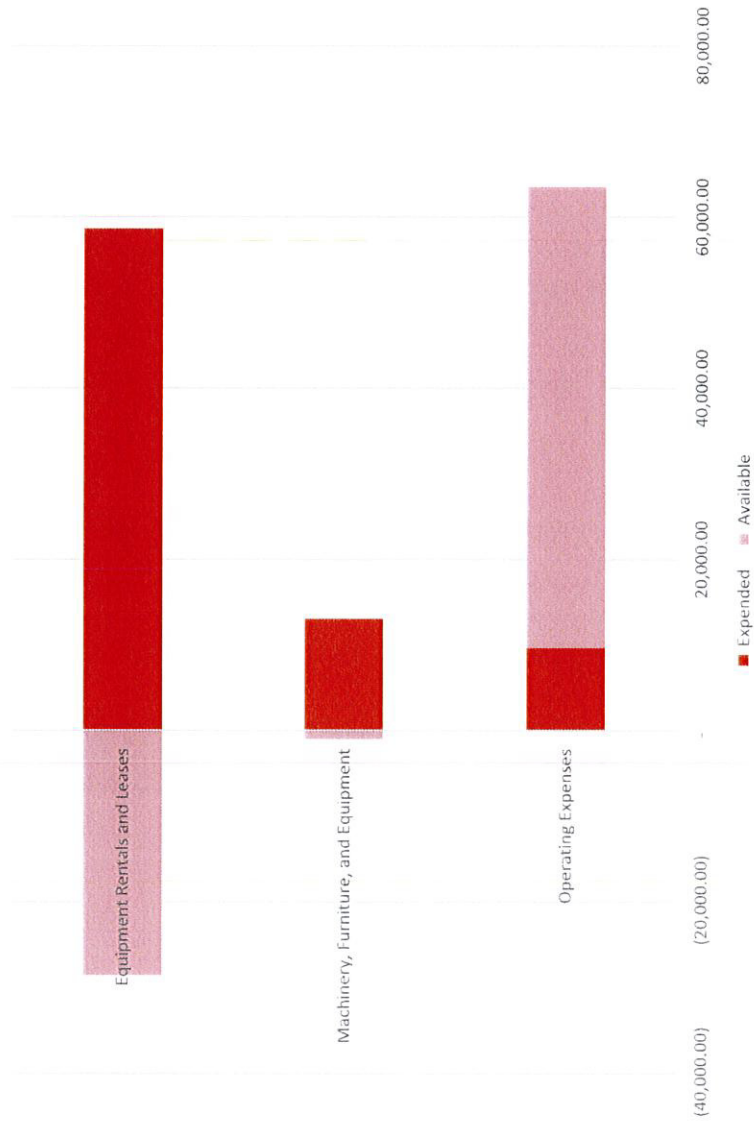
FY2021 Q1-Q3

Community Redevelopment Agency (FY21 Q1-Q3)

Through an Inter-local Cooperation Agreement among Miami-Dade County and the City, it was found to be a necessity to declare that slum and blight existed within the City's boundaries and as a result, funding would be allocated to assist with the rehabilitation, conservation and redevelopment of this geographical area within the City, known as the Opa-locka Community Redevelopment Area.

- The CRA has expended \$153k as of the first three quarters of fiscal year 2021-2022 to improve this designated area. These cost are primarily related to the CRA's share of employee cost to conduct CRA business, legal and consulting fees incurred, advertising of public notices, administrative charges and other miscellaneous charges.
- The excess available funding in the Operating Expense line item for the CRA is mainly related to no action on the following, and will be done in the next fiscal year:
 - Streetscape Program - \$250k
 - Park Improvement Capital - \$50k
 - Facades Program - \$200k;
- Professional Services related to the downtown master plan were not completely expended, however the CRA is managing this process, as some planning phases with the vendor has been rendered.
- Excess funds from prior year have not been expended and remain in the CRA's Trust fund.

Special Law Enforcement – Progress Fund



Special Law Enforcement

FY2021 Q1-Q3

Categories	Budget	Expended	Available
Operating Expenses	63,500.00	9,647.50	53,852.50
Machinery, Furniture, and Equipment	12,000.00	13,016.82	(1,016.82)
Equipment Rentals and Leases	30,000.00	58,581.07	(28,581.07)
TOTAL	105,500.00	81,245.39	24,254.61

Special Law Enforcement

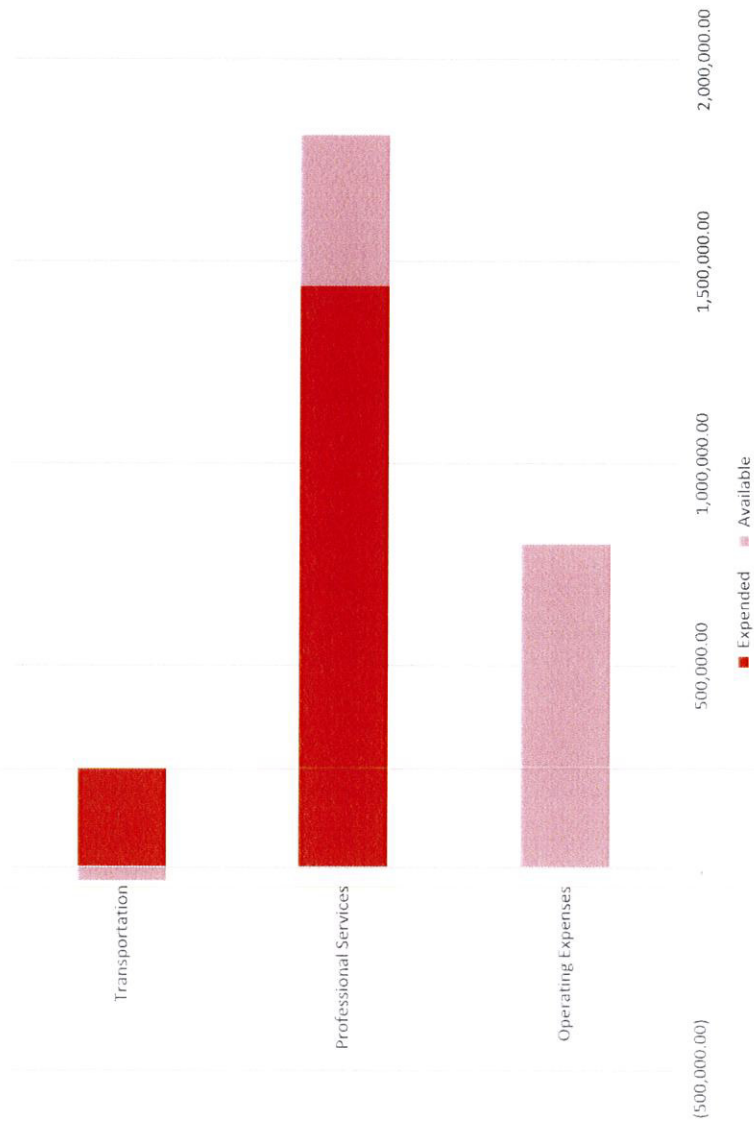
FY2021 Q1-Q3

Special Law Enforcement (FY21 Q1-Q3)

The Special Law Enforcement Fund is used to account for both Equitable Sharing proceeds to benefit the Police Department and its operations, associated with their collaboration with the Department of Justice and the Department of the Treasury's Asset Forfeiture Programs for potential share of federal forfeiture proceeds. And also the Police Department's share of local asset forfeitures coming from Miami-Dade County's Clerk of Courts referred to as L.E.T.F. is also included.

- Expenditures for the Special Law Enforcement Fund are in line with the budget. The total budget is \$105k while only \$81k has been spent, with \$24k available as of the end of the third quarter.
- Expenditures incurred have included some of the following to enhance the operations of the Police Department and law enforcement activities:
 - Purchasing of a police dog, also knowns as a K9 dog, specifically trained to assist law enforcement with their unique tracking, trailing and detection skills. K9's have been used in law enforcement since the Middle Ages;
 - Radio and communication equipment;
 - The purchase of a 2020 Dodge Durango and motorcycle to aid in law enforcement activity; and
 - Other necessary supplies and equipment to aid in law enforcement activities.

PTT Fund – Progress Bar



People's Transportation Fund

FY2021 Q1-Q3



Categories	Budget	Expended	Available
Operating Expenses	800,000.00	-	800,000.00
Professional Services	1,811,306.00	1,438,139.75	373,166.25
Transportation	210,000.00	243,285.48	(33,285.48)
TOTAL	2,821,306.00	1,681,425.23	1,139,880.77

People's Transportation Fund

FY2021 Q1-Q3

People's Transportation Fund (FY21 Q1-Q3)

The People's Transportation Tax Fund accounts for the City's prorated share of the Charter County Transit System Surtax proceeds used toward projects and programs for public transit and transportation operations and needs.

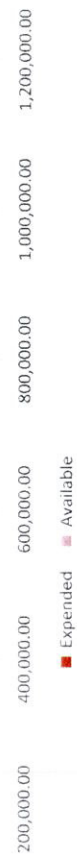
- Total funds expended to date is \$1.68M of which 243k was related to transit bus circulator expenses of which \$71k is in encumbrance, representing pending invoices to be paid, we also recognized that \$17k of the balance represents a prior period adjustment that will be corrected in August 2021. The remaining represented Other Contracted Services in the amount of \$1M related to milling and resurfacing projects for the year and sidewalk installation and repairs at Town Center.
- There is approximately \$800k budgeted for Cairo Lane Improvements however this project did not initiate in this fund, instead there is a temporary installation of road way and repair that is being captured in another fund. Although road way projects can be reimbursed under the PTT fund, the City has exceeded its allotment of reimbursable transportation cost for fiscal year 2020-2021 as only \$632,833 was allocated to the City per Miami-Dade County.
- The City is in the process of working with Miami-Dade County's Audit division to undergo its audit of transit and transportation surtax funds to determine the reimbursable amounts due to the City for fiscal year 2018-2019, and then will proceed with the following year.

Safe Neighborhood – Progress Bar

Safe Neighborhood Fund

FY2021 Q1-Q3

Operating Expenses



Safe Neighborhood Fund

FY2021 Q1-Q3

Categories	Budget	Expended	Available
Operating Expenses	1,054,280.00	824,445.60	229,834.40

Safe Neighborhood Fund (FY21 Q1-Q3)

The Safe Neighborhood Capital Projects Fund was created to be used to account for both revenue and expenditures of CDBG and General Obligation Bond funds from Miami-Dade County.

- Total funds expended was \$824k, which has been primarily related to Ingram Park Restroom Improvements, roof repairs, Ali-Baba road project improvements, milling and resurfacing, and Historic City Hall renovations and repair.
- The remaining available funds is related to additional funds for milling and resurfacing, road improvement and draining, which may be expended during the fourth quarter of this fiscal year.

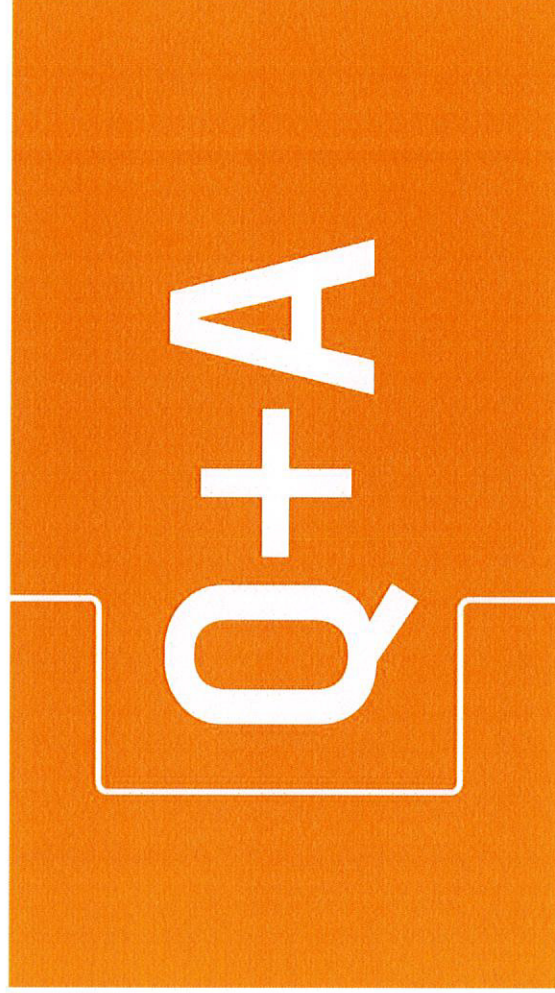
In Conclusion

In conclusion, I am optimistic about the future of the City of Opa-locka, as we have successfully navigated and managed the City government through three fourths of the fiscal year without much catastrophe. We started fiscal year 2020-2021 being ultra conservative as a result of the COVID-19 pandemic that affected not only the City, but the entire globe. We managed a community that includes both its residents and businesses, along with a team of dedicated employees and stakeholders throughout the pandemic and have been able to offer as a City much needed help and assistance. This was done with success and collaboration with the City Commission to conduct COVID-19 workshops and updates, bringing a COVID-19 testing and vaccination site to the City, along with much needed aid through CARES Act funding that assisted the City in programming dedicated to helping residents with housing needs, food security challenges with the grocery gift card program, a health fair, neighborhood canvassing project, job and employment training through the Summer Right Turn program and more.

We are now in the fourth and last quarter of fiscal year 2020-2021 with plans to close out the year in the black. Once the City Commission provides the final approval of the fiscal year 2021-2022 Annual Budget, we as a City will start the planning to move forward with implementing the fiscal year 2021-2022 approved budget. Again, I remain optimistic about the future as there is a lot of good for the City. We recently received confirmation that the City will receive more than \$7 million in funding through the American Rescue Act.

Let's work together to make this a "Great City of Opa-locka"!

Question and Answer





City of Opa-locka