City of Opa-locka

Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054

REGULAR COMMISSION MEETING
Agenda

Wednesday, June 22, 2022
7:00 PM

City Commission
Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez

Appointed Officials
Interim City Manager Darvin Williams
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
June 22, 2022
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Proclamation honoring the memory of Opa-locka Police Officer Ephriam Brown

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Special Commission Meeting Minutes - April 8, 2022

Special Commission Meeting Minutes - June 15, 2022

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, DIRECTING THE INTERIM CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCT A TRAFFIC STUDY AT THE INTERSECTION OF NORTHWEST 143RD STREET AND NORTHWEST 17TH AVENUE, WITHIN THE CITY AND INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES, AS DETERMINED BY THE TRAFFIC STUDY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager and Vice Mayor Taylor*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ACCEPTANCE OF A MATCHING GRANT AWARD FROM MIAMI-DADE COUNTY FOR IMPLEMENTATION OF THE "PERVIZ STREET TREE PROJECT" TO BE COMPLETED BY JUNE 30, 2022 AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE TREE PLANTING AGREEMENT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SSN ENGINEERING, LLC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR ENGINEERING AND DESIGN SERVICES FOR THE CONSTRUCTION AND INSTALLATION OF AN 8-FOOT WROUGHT IRON (STEEL) FENCING AND ENTRY GATE SYSTEM FOR SEGAL PARK, IN AN AMOUNT OF NINETY-FIVE THOUSAND DOLLARS ($95,000.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF NINE THOUSAND, FIVE HUNDRED DOLLARS ($9,500.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK GENERAL SERVICE ADMINISTRATION (GSA) CONTRACT 47QTCA19D00GE FOR 24/7 MANAGED CYBER SECURITY DETECTION AND RESPONSE FOR THE CITY'S NETWORK, IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, ONE HUNDRED THIRTY DOLLARS AND FIFTY-TWO CENTS ($41,130.52) ANNUALLY; 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, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A PAVEMENT, SIDEWALK AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT; FURTHER AUTHORIZING AN EXPENDITURE OF UP TO $3,000.00 FOR ADVERTISING:**

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

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH BEA ARCHITECTS, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES RELATED TO THE RELOCATION OF THE CITY OF OPA-LOCKA'S POLICE DEPARTMENT TO THE FIRST FLOOR OF THE CITY'S MUNICIPAL COMPLEX, LOCATED AT 780 FISHERMAN STREET, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND, FIVE HUNDRED TWENTY-TWO DOLLARS AND THIRTY CENTS ($107,522.30); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE DEMOLITION OF THE STRUCTURE AT 2141 - 2151 ALI-BABA AVENUE, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE DEMOLITION OF THE STRUCTURE AT 2495 ALI-BABA AVENUE (FORMER CITY POLICE STATION), WITHIN THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF RAUL FERNANDEZ, DJ OPPORTUNITIES, ET AL V MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Attorney*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF INGRAM PARK APARTMENTS LLC V. MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Attorney*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CORRECTING THE NAME OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND WELLSPRING APARTMENTS, LLC TO REFLECT THE CORRECT NAME "WELLSPRING COMMUNITY RESOURCES, INC." FOR THE CONSTRUCTION AND OPERATION OF A**

SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCES TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Taylor*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF BOATS AND WATERCRAFT VESSELS; AMENDING ARTICLE V, SECTION 22-114 OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING FOR CERTAIN DEFINITIONS; REQUIRING OWNERSHIP OR LEASE OF PARKED BOATS ON RESIDENTIAL PROPERTY; PROHIBITING ENCROACHMENT OF BOATS UPON ANY PORTION OF THE FRONT YARD; PERMITTING ONLY MINOR AND NOISELESS REPAIRS OF BOATS; PROHIBITING BOAT TRAILERS USED FOR LIVING OR SLEEPING QUARTERS; PROVIDING FOR A REGISTRATION PROCESS FOR BOATS AND PERSONAL WATERCRAFT; AMENDING CHAPTER 7, ARTICLE I, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD NEW NUMBER 105 ESTABLISHING A $100 FEE FOR BOAT AND WATERCRAFT VESSELS PERMIT REGISTRATION; AMENDING SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 25, 2022).** *Sponsored by Mayor Williams*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE REQUEST OF 3805 NW 132 STREET, LLC. TO REZONE THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 25, 2022).** *Sponsored by City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Housing Authority and Nuisance Abatement Board
1 individual appointment (Vice Mayor Taylor)
1 individual appointment (Mayor Williams)

Community Relations, Recreation and Activities Board
1 individual appointment (Vice Mayor Taylor)
1 individual appointment (Commissioner Davis)
1 individual appointment (Commissioner Dominguez)

Planning & Zoning Board
2 at-large appointments

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **The City of Opa-locka and Opa-locka CRA present 1st Annual Juneteenth Karaoke Night Out on Sunday, June 19, 2022 from 6:00 p.m. to 10:00 p.m. at Sherbondy Park, 380 Bahman Street, Opa-locka, Florida.**

2. **City of Opa-locka Historic Environmental Preservation Board Meeting on Thursday, June 23, 2022 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

3. **Conversations with City of Opa-locka Commissioner Chris Davis, Friday, June 24, 2022 from 3:00 p.m. – 5:00 p.m., Cordoba Courts Apartments, 13875 NW 22nd Avenue, Opa-locka, Florida.**

4. **City of Opa-locka Charter Review Board Meeting on Monday, June 27, 2022 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

5. **Class of 2022 Graduation Celebration for Opa-locka Graduating Seniors hosted by Commissioner Dr. Sherelean Bass on Saturday, July 16, 2022 from 12:00 p.m. - 3:00 p.m. at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

6. **Feedback Fridays with City of Opa-locka Commissioner Sherelean Bass, every Friday from 4:00 p.m. – 5:00 p.m., Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida.**

7. **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
SPECIAL COMMISSION MEETING
April 8, 2022
6:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 6:09 p.m. on Friday, April 8, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr., and Mayor Veronica Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: ***(agenda items only)***

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings and stated that no one had registered to address the Commission virtually.

Mayor Williams opened the floor for Public Input.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place welcomed Interim City Manager Darvin Williams back to the City of Opa-locka, stating that she was a strong supporter when he was serving in the City before and went on to say that she hopes he makes it to 9 months. Ms. Johnson expressed that she is broken, sharing that she went to a luncheon earlier that day in Downtown and she wanted to go under the table. Offering assurances that it is not personal and stating that she has no personal ties to anyone, she said that many people are talking about it throughout the City and urged Mr. Williams to

be careful if he wants to survive because she said that many people here say one thing, but their actions are obviously different. Ms. Johnson recalled having prayed with Interim Manager Williams many times and added that the City needs fasting and prayer, adding that one day they will have to give account for what they've done and what they're doing.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Input.

6. RESOLUTION:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING DARVIN WILLIAMS AS THE INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Davis*

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

It was moved by Vice Mayor Taylor, seconded by Commissioner Bass to discuss Agenda Item 6-1.

Mayor Williams asked Commissioner Davis to introduce Agenda Item 6-1.

Commissioner Davis stated that the resolution proposed by Agenda Item 6-1 would appoint Mr. Darvin Williams as Interim City Manager. The Commissioner asked City Attorney Norris-Weeks if there was a contract or if the Commission was setting the salary for the Interim Manager.

City Attorney Norris-Weeks informed the Commission that the resolution proposed by Agenda Item 6-1 does not accompany a contract and is setting the salary on the same terms and conditions as the previous City Manager, with the exception of not having outside employment. The City Attorney explained that it is a clean-up item because the first item the Commission voted on was specific to Mr. Pate, and this one makes it clear what the intentions are which include for the Interim Manager's term not to exceed 9 months starting on April 5th and requiring a national search for the appointment of a permanent City Manager, which she said Mr. Williams would not be excluded from. City Attorney Norris-Weeks pointed out that the proposed resolution expresses the intent as of that date, but they can also change it based on the will of the Commission.

Mayor Williams asked if there was any additional discussion from the Commission on Agenda Item 6-1.

Commissioner Bass asked for clarification on her understanding that the Commission would not be approving a contract until it is discussed, and that the resolution proposed by Agenda Item 6-1 is just to give Interim City Manager Williams the rights to do what needs to be done.

City Attorney Norris-Weeks stated that per the request from Commissioner Davis who is the sponsor of the proposed resolution, it came back with just terms, and she informed the Commission that it does not preclude them from having a contract which she said could be brought before them at a subsequent meeting. The City Attorney went on to say that she thinks the terms were set on an emergency basis so that Interim City Manager Williams can know what his salary is and can start to have that calculated by the Human Resources Department to be paid, because she stated that the last resolution wasn't clear enough.

There being no additional discussion, the resolution proposed in Agenda Item 6-1 passed by a 5-0 vote.

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

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING SIGNATORIES FOR VARIOUS BANK ACCOUNTS OF THE CITY OF OPA-LOCKA AT BRANCH BANKING AND TRUST COMPANY AND CITY NATIONAL BANK OF FLORIDA; RECOGNIZING DARVIN WILLIAMS AS THE INTERIM CITY MANAGER AND REPLACING JAMES B. WRIGHT'S NAME WITH DARVIN WILLIAMS FOR OFFICIAL PURPOSES EFFECTIVE APRIL 8, 2022; AUTHORIZING CITY OFFICIALS TO EXECUTE ALL NECESSARY DOCUMENTS TO COMPORT WITH THIS RESOLUTION AND WITH SAID BANKING REQUIREMENTS; PROVIDING AN EFFECTIVE DATE. *Sponsored by City Manager*

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

It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to discuss Agenda Item 6-2.

There being no discussion, the resolution proposed by Agenda Item 6-2 passed by a 5-0 vote.

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

7. ADJOURNMENT:

There being no further business to come before the City Commission, Mayor Williams adjourned the meeting at 6:18 p.m.

Veronica Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING
June 15, 2022
5:30 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 5:54 p.m. on Wednesday, June 15, 2022 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 Audrey Dominguez, Vice Mayor John H. Taylor Jr., and Mayor Veronica Williams. Commissioner Dr. Sherelean Bass arrived at 6:01 p.m. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Norris-Weeks, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: *(agenda items only)*

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings and stated that several individuals had registered to address the Commission virtually.

Mayor Williams opened the floor for Public Input.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place informed the Commission that she had completed extensive research over the last couple of days and she discovered multiple pieces of legislation addressing invoices and contracts dated between 2008 and the current date. Ms. Johnson said that she asked the Clerk to provide the Commission with Resolution 21-9832, which she said was sponsored by the previous City Manager and the current City Attorney, directing that the current invoices for the City Attorney be paid,

adding that as legislation, it is law. Having served on the Audit Committee, Ms. Johnson recalled that the auditor stated in his audit management summary that there were not any discrepancies in the unmodified audit from 2015 to 2019, and that it was highly recommended and approved by the Commission to implement a budget financial system, which she noted, is included in the 2022 budget. She also said that it was highly recommended to the Commission to establish a Finance Committee, but it has not been executed. Ms. Johnson concluded by stating that the City had paid an outstanding invoice for Miami-Dade College, and added that having served 4 administrations, she has never seen an audit conducted for invoices for one of the City's employees and urged the Commission to do what she characterized as the right thing, by paying the invoices and having everything else that needs to be done to happen behind the doors.

City Clerk Flores informed the Commission that Mr. Brian Hunter from the Office of Florida's Chief Inspector General was connected via Zoom to make comments at the meeting.

Mayor Williams stated that it would be up to the will of the Commission.

Vice Mayor Taylor pointed out that Public Input was open.

Mayor Williams acknowledged that Public Input is open and stated that Mr. Brian Hunter would get the same amount of time as any other member of the public.

Mr. Brain Hunter introduced himself as Special Counsel to the Governor's Designee and he stated that the State of Florida did not have a specific public statement to make and that he was present at the request of various Commissioners to provide technical assistance. Mr. Hunter added that they were sent a link to participate, and he is available to assist as necessary or as needed.

Mayor Williams thanked Mr. Brain Hunter for being present to provide assistance.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Input.

6. RESOLUTION:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO PAY ANY AND ALL INVOICES THAT HAVE BEEN PRESENTED TO THE CITY OF OPA-LOCKA FOR LEGAL SERVICES FROM THE LAW FIRM BURNADETTE NORRIS-WEEKS, P.A., PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Williams*

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

It was moved by Commissioner Dominguez, seconded by Vice Mayor Taylor to discuss Agenda Item 6-1.

Mayor Williams stated that she brought Agenda Item 6-1 before the Commission because of recent things that have been happening. The Mayor said that they know that there are issues, noting that it's been laid out in the public's eye. She went on to say that the issue at hand is the 2 invoices that were discussed at the last Commission meeting that have not been paid, and she stated that she is in agreement that they should be paid. Mayor Williams asserted that the Commission wants to make it clear that they oversee the 3 Charter members including the City Clerk, City Manager and the City Attorney. The Mayor lamented that their dirty laundry had been aired out publicly and said it was disgraceful, offering assurances that they were not going to do that during this meeting and expressed her hope that the Commission hears her on this.

Commissioner Davis stated that he did not agree with the wording in the resolution proposed by Agenda Item 6-1 because he thinks it is extremely broad. The Commissioner said that he understands the effort to resolve the issue in the most respectable manner but reminded the Commission that they have a fiduciary responsibility to make the best financial decisions on behalf of the Residents that they represent. He asked if the amounts for 2020 and 2021 were roughly about $40,000.

City Attorney Norris-Weeks stated that the last page of both documents that were provided to the Commission, include the total amounts.

Commissioner Davis stated that what he sees on those pages was $14,000 and $12,000.

City Attorney Norris-Weeks confirmed that those were the correct amounts.

Commissioner Davis asked how the resolution proposed by Agenda Item 6-1 would impact invoices for FY 22 going forward, because he said it states, “any and all”.

Mayor Williams pointed out that the resolution proposed by Agenda Item 6-1 stipulates “any and all invoices that have been presented to the City of Opa-locka” are to be paid. The Mayor added that those invoices for legal services from the City Attorney that include all supporting documentation, should be paid.

Commissioner Davis pointed out that Resolution 21-9832 basically states what the Commission was considering passing during this meeting, as a resolution

authorizing the City Manager to approve pending and future invoices for the City Attorney and its legal expenditures. The Commissioner recalled that the previous resolution was passed because, as Mayor Williams pointed out, the Members of the Commission are the bosses of the City's Chartered Officers and ultimately oversee their finances, and the resolution designated a City Employee to give that authority to the City Manager. He also said that the cap was an issue from the past which had still not been addressed. Commissioner Davis said that since he's been in office, outside litigation fees from the City Attorney's office have never been addressed. He concluded by asserting that he did not want to pass this and not address the larger issues which lead to these sort of situations.

Mayor Williams pointed out that she prefaced the Commission's conversation on the resolution proposed by Agenda Item 6-1, by saying that they know there are issues. The Mayor stated that as the City Attorney's bosses, they have the right to sit and have a conversation with her that does not have to be publicly aired. She went on to say that they have the right to let her know what she needs to do better, what's working and the things that they want to happen in order to move the City forward. Asserting that they have that right and no one else, Mayor Williams said that it's not an issue that's going to be dead or not going to come back, because she acknowledged that they know it will. She concluded by reasserted that they want to make sure that the 2 invoices that were discussed at the last Commission meeting, will be paid.

Commissioner Bass stated that she was looking for supporting documents with the City Attorney's invoices.

City Attorney Norris Weeks stated that she is not sure what supporting documents Commissioner Bass is looking for. The City Attorney explained that everything in the bill can be found online. She went on to say that her invoices are how bills are presented by all of the attorneys who do work for Opa-locka, including herself since she has been serving the City. City Attorney Norris-Weeks assured the Commission that her invoices are not in any unusual format, and they don't generally have supporting documents, just listing the breakdown for the time spent on each item. She also addressed a couple of things that Commissioner Davis stated, asserting that there had never been any discussion of caps. The City Attorney said that her bills are the lowest of any attorney that's worked with the City for the last 20 years, and she recalled that the representatives of the State of Florida have said that the bills have gone down under her tenure. She went on to say that her billing isn't the issue, and that she simply wants to be paid for her litigation bills going forward. City Attorney Norris-Weeks acknowledged that the issue brought up by Mayor Williams concerns the need to catch up on billing, which

she committed to do. She offered assurances that she will be caught up with her 2021 fiscal year billing before the 2021 audit begins and said that there's nothing that the auditors are waiting for from her. City Attorney Norris-Weeks concluded by asking that the Commission move the item forward.

Commissioner Bass expressed her hope that the other invoices that are due can get done in a timely manner so that this will not occur going forward and suggested that it be taken care of in 60 to 90 days.

City Attorney Norris-Weeks assured the Commission that she will have her invoices done in the time requested by Commissioner Bass.

Commissioner Bass asked if City Attorney Norris-Weeks was committing to have her invoices submitted in 60 or 90 days.

City Attorney Norris-Weeks stated that 90 days would be great and committed to have all her invoices done by that time.

Commissioner Davis requested that per the City Attorney's service contract, whenever there's a legal matter, that the Commission be provided a projected budget within 60 days.

Mayor Williams stated that Commissioner Davis would need to sit with the City Attorney to make sure that what he is requesting is not happening, because she said that she believes it is happening. The Mayor went on to say that legal is not her field, and when they say stuff like a budget, she asked what that looks like and suggested that Commissioner Davis can tell her what that looks like.

There being no additional discussion, the resolution proposed in Agenda Item 6-1 passed by a 4-1 vote.

Commissioner Davis	No
Commissioner Dominguez	Yes
Commissioner Bass	Yes
Vice Mayor Taylor	Yes
Mayor Williams	Yes

7. ADJOURNMENT:

There being no further business to come before the City Commission, Mayor Williams adjourned the meeting at 6:14 p.m.

Veronica Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCT A TRAFFIC STUDY AT THE INTERSECTION OF NORTHWEST 143RD STREET AND NORTHWEST 17TH AVENUE, WITHIN THE CITY AND INSTALL APPROPRIATE TRAFFIC CONTROL DEVICES, AS DETERMINED BY THE TRAFFIC STUDY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, current conditions at the intersection of Northwest 143rd Street and Northwest 17th Avenue, present a danger for vehicular traffic entering and leaving the Sailboat Cove Development, within the City of Opa-Locka ("City"); and

WHEREAS, the subject road is a Miami-Dade County roadway and Miami-Dade County will need to incur all expenses associated with a traffic study and subsequent installation of traffic control devices; and

WHEREAS, the Interim City Manager is requesting that the City Commission authorize a request to be made to the Miami-Dade County Traffic Section to perform all necessary traffic surveys and determine the best method of controlling traffic at the subject intersection; and

WHEREAS, the City Commission hereby directs the Interim City Manager to request Miami-Dade County to conduct a traffic study at the intersection of Northwest 143rd Street and Northwest 17th Avenue, within the City, and install appropriate traffic control traffic at said intersection.

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

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

Resolution No. _____

Section 2. Directing Interim City Manager. The City Commission hereby directs the Interim City Manager to request that Miami-Dade County conduct a traffic study at the intersection of Northwest 143rd Street and Northwest 17th Avenue, within the City, and further install appropriate traffic control devices as determined by the traffic study.

Section 3. Effective Date. This Resolution shall be effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
Veronica Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass: _____
Commissioner Davis: _____
Commissioner Dominguez: _____
Vice-Mayor Taylor: _____
Mayor Williams: _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06/22/2022*		**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** / **No**
						X	X
Funding Source: *Account#* :	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

Traffic Control Study
Project No. 2022-05-017

Staff Summary:

A resolution of the City Commission of the City of Opa-locka, Florida, directing the City Manager to request Miami-Dade County conduct a traffic study at the intersection of Northwest 143rd Street and Northwest 17th Avenue and install appropriate traffic control devices as determined by the traffic study. Current conditions present a danger for vehicular traffic entering and leaving the Sailboat Cove development.

Financial Impact

This is a County roadway and Miami-Dade County will incur all expense associated with the traffic study and subsequent installation of traffic control devices.

Proposed Action:

Staff recommends the City Manager be authorized to submit q request to the Miami-Dade County traffic section to perform all necessary traffic surveys to determine and install the best method of controlling traffic at this intersection.

Attachment:

1. Agenda
2. Sketch of the area.

NW 16th Ct
14300
N
NW 143rd St.
Mirage at Sailboat Cove
14288
NW 17th Ave

Sponsored By: City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ACCEPTANCE OF A MATCHING GRANT AWARD FROM MIAMI-DADE COUNTY FOR IMPLEMENTATION OF THE "PERVIZ STREET TREE PROJECT" TO BE COMPLETED BY JUNE 30, 2022 AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE TREE PLANTING AGREEMENT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miami-Dade County, through its "Neat Streets Miami" program annually provides grants to municipalities and other organizations interested in planting trees along roadways; and

WHEREAS, Miami-Dade County's Parks, Recreation and Open Spaces Department administers a "Growing Roots for Environmentally Equitable Neighborhoods (Green) Miami-Dade County Matching Grant Program" for which the City of Opa-Locka "City" has applied; and

WHEREAS, the goal of the program is to achieve a 30% tree canopy in Miami-Dade County; and

WHEREAS, through a grant application, the City was awarded Fifty Thousand Dollars ($50,000.00) in matching grant funds where the City is responsible for contributing Twenty Four Thousand Fifty Two Dollars ($24,052.00) with a project completion date of June 30, 2022; and

WHEREAS, the City has committed to installing a total of One Hundred Fifty-Eight (158) trees equal to (80) Lagerstroemia Indica (Crape Myrtles) and (78) Tabebuia Bahamensis (Yellow Oak) on Perviz Avenue medians and roadside and Nine (9) Taxodium distichum (Bald Cypress) on Northwest 151st Street

WHEREAS, in conjunction with the grant, the City is required to enter into a Tree Planting Agreement with Miami-Dade County, through its Parks, Recreation, Open Spaces Department, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds it in the best interest and welfare of the residents to accept the awarded grant funds from the Miami-Dade County and enter into the Tree Planting Agreement attached hereto as Exhibit "A".

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

SECTION 1. RECITALS

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 acceptance of a matching grant award from Miami-Dade County for implementation of the "Perviz Street Tree Project" to be completed by June 30, 2022; and further authorizes the Interim City Manager to execute the Tree Planting Agreement with Miami-Dade County, 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 Interim City Manager, following review by the City Attorney and 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 June, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06/22/2022*		**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** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

NEAT STREETS GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM TREE PLANTING AGREEMENT PROJECT No. 2022-06-018

Staff Summary:

A resolution of the City Commission of the City of Opa-locka, Florida to authorize the City Manager to accept the awarded Matching Grant from GREEN Miami Dade County to plant trees along Perviz Avenue Medians and roadside, as well as NW 151st St and NW 22nd Avenue. The goal for this project is to install a combination of 158 Lagerstroemia Indica (Crape Myrtles) and Tabebuia Bahamensis (Yellow Oak) trees along Perviz Avenue and roadside; and 9 Taxodiem Distichum (Baldcypress) on NW 151st Street, also

known as "The Triangle". This is a combined effort of the City and Miami-Dade County to increase the tree canopy and reach the Million Trees in Miami-Dade County goal.

Financial Impact

This project is proposed to cost $74,052. This amount consists of $50,000 of grant funds and $24,052 of matching City funds.

Account	Description	Available	Project	Remaining Balance
41-541340	Other Contracted Services	$90,061	$74,052	$16,009

Proposed Action:

Staff recommends the City Commission authorize the City Manager to execute the Tree Planting Agreement with Miami-Dade County Neat Streets division.

Attachment:

1. Agenda
2. 2022 Tree Planting Matching Grant Agreement
3. Grant Award Letter
4. Proposed Planting Map

Neat Streets Miami Office
Miami-Dade County Parks, Recreation and Open Spaces Department
275 NW 2nd Street ● Suite 540
Miami, Florida 33128-1994

March 14, 2022

Adelina Gross
Operations Manager
Public Works & Utilities Department
City of Opa-locka
780 Fisherman Street
Opa-locka, FL, 33054

Dear Ms. Gross,

Congratulations! I am pleased to inform you that **City of Opa-locka** has been awarded a matching grant of **$50,000** for the **Perviz Street Tree Project**, as part of the 2022 Neat Streets Miami Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant Program.

This exciting project will help Million Trees Miami reach its goal of achieving a 30 percent tree canopy for Miami-Dade County. There has truly never been a better time to create a greener Miami-Dade County!

Neat Streets Miami is delighted to partner with you on this project. Together, we will make an even more impactful investment in our community by leveraging County Tree Trust Fund money with match dollars from our grantees.

A contract is being sent to you, along with this notice of award. Once it has been signed by the City, please scan it back, so it can be routed through the County for signature. Please note that work cannot begin on this project until the contract has been fully executed. Any expenses prior to contract execution are not eligible for reimbursement under this funding mechanism.

Please do not hesitate to reach out to Nikki.Anderson@miamidade.gov if you have any questions. Again, we look forward to working with you to implement your project.

Sincerely,

Eileen Higgins
Neat Streets Miami Board Chair
Miami-Dade County Commissioner, District 5

Miami- Dade County
Parks, Recreation, and Open Spaces Department

GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM

TREE PLANTING AGREEMENT

Grantee: City of Opa-locka

Amount: $50,000.00

Grant Description: To plant trees with municipalities and organizations on Miami-Dade County's corridors as part of our efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy.

This **Agreement (the "Agreement")**, made and entered into this ____ day of _____, 20___, by and between City of Opa-locka (the "Grantee") and Miami-Dade County (the "County"), hereinafter called the "County" through its Parks, Recreation, Open Spaces Department (the "Department").

The County and Grantee have agreed to partner on the implementation of **Perviz Street Tree Project** (project name) to be completed by June 30, 2022.

RECITALS

WHEREAS, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami goal of achieving a 30% tree canopy; and

WHEREAS, the County has provided a subaccount to the tree trust fund for the procurement of trees on county and local public land and of this amount $50,000.00 (the "Grant Funds") will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

WHEREAS, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

WHEREAS, the Grantee is responsible for the maintenance of the trees after completion of the project; and

NOW, THEREFORE, the County and Grantee agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

A. Requirements for approval of Grant Award Agreement: As a prerequisite to its receipt of the Grant Funds, the Grantee shall meet the requirements set forth below to the County's satisfaction. Requirements for this grant are listed below.

1. **Timeline:** The following grant project start date, end date, and reporting dates must be adhered to.

   Start date: Contract Execution Date
   End date: June 30, 2022
   Final report date: July 31, 2022

2. **Scope of Work:** It is mutually agreed and understood that the scope of work shall be as provided in *Exhibit A (Grant Application Package)*. Scope of Work must adhere to:
   - All trees must be canopy natives or Florida-friendly trees. For the purpose of this grant, palms are not considered canopy, and as such are not eligible for grant reimbursement or match for these projects. All trees must be planted on the public property within Miami-Dade County in adherence to Miami-Dade County's Landscape Ordinance (Chapter 18-A and Chapter 18-B).

     - Trees shall have a minimum overall height of 12-feet and 2-inch caliper at time of installation. If planting Florida native species, trees shall have a minimum overall height of 8-feet and 1.5-inch caliper at time of installation.
     - When installed in roadways, trees shall have a maximum average spacing of 35-feet on center and be placed within 7-feet of the edge of the roadway pavement and/or where present, within 7-feet of the sidewalk.
     - Trees shall be installed in a way that complies with site triangle regulations and should not be planted within no planting zones.
     - If trees are proposed under overhead power lines, they shall have a minimum overall height of eight (8) feet and a minimum caliper of one-half (1.5) inch at the time of planting. The maximum average spacing in this case shall be 25-feet.
     - All trees shall have and shall be maintained with a trunk clearance of four (4) feet (no multi-trunk).

   - All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."
   - Each Grantee is encouraged to review the Neat Streets Miami GREEN Miami-Dade County Matching Grant Procedures to ensure that the project will be in full compliance with the stated requirements.

3. **Budget:** It is mutually agreed and understood that the project costs shall be as provided in *Exhibit A (Grant Application Package)*. The match amount must equal 25% or 50% of total projects costs (dependent on existing urban tree canopy in project location, as

defined by the 2021 Miami-Dade County Urban Tree Canopy Assessment Update) and may exceed the grant amount. If any portion of the matching requirement will be met through the provision of in-kind service, the County shall approve the value or cost or the in-kind services to be provided to fulfill the matching requirements. Match must remain the same or exceed the percent referenced in the original application.

4. **Promotions:** All promotions must adhere to the Neat Streets Miami Media Release Guidelines. The Grantee will agree to prepare a draft Press Release which describes its project and acknowledges Neat Streets Miami and Million Trees Miami, which shall be subject to the County's approval in advance of publication. The County shall also be acknowledged in any subsequent media releases or in any printed, website, social media or other communication materials related to the project. Copies of any other publicity as well as copies of any major work products generated in connection with this grant shall be forwarded to the County for review. Miami-Dade County, Million Trees Miami and Neat Streets Miami logos should be included in all printed materials.

5. **Miami-Dade County Tree Trust Fund:** Funds allocated to projects by the GREEN Miami-Dade County Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall not be used to satisfy tree mitigation per permitting or enforcement requirements.

6. **Conditions and Contingencies**: The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work and with no substantial variance to the approved Budget (See *Exhibit A*) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by June 30, 2022 (end date), the grantee must notify liaison or request a no-cost extension (see Exhibit D – Amendment Change Form) immediately and no later than June 1, 2022.

B. Additional Requirements due throughout the funding period:

1. **Reporting:** Final Report must be submitted electronically by July 31, 2022. Refer to Exhibit B for reporting guidelines.
2. **Data Tracking:** All trees planted must be mapped according to County specifications: Google Live Maps and Data Tracking Form (Exhibit C)
3. **Contract Amendments:** The Grantee must submit an Amendment Change Form (Exhibit D) to request any change to the executed contract. This form must be approved prior the Grantee making any of the proposed changes in order for the Grantee to submit projects elements related to the change, for reimbursement.
4. **Organizational Status Changes**: The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel such as senior or project staff, organizational name, tax status, and organizational address.

5. **Other Organizational Changes**: The Grantee will notify the County's liaison of any organizational changes, such as new address or contact information.

C. Reimbursement/Agreement Closeout Requirements: Reimbursement for eligible project costs will be requested once the Exhibit B Final Report is received, reviewed, and processed by the Grant Administrator. Reimbursement requests are contingent upon the Exhibit B Final Report being complete with all required information, in the correct formats. All final reporting documents must be received and processed within two (2) years or 730 days from the reporting date specified in this contract due date, or the Grantee forfeits their right to request reimbursement.

D. Indemnification of County

Subject to the limitations on liability set forth in Section 768.28, Florida Statues (to the extent the entity is a State or local government), the Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys' fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way.

Primary Grant Contract:
Provide the information below for the primary contact person for this grant. This is the person to whom all correspondence will be directed.

Name: _____

Title:_____

Mailing Address:_____

City, State, Zip:_____

Phone:_____

Email:_____

Website:_____

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF GRANTEE: _____

ADDRESS: _____

BY: _____ **DATE: _____**

Grantee Representatives' Signature

PRINT NAME _____ **TITLE: _____**

MIAMI-DADE COUNTY, FLORIDA

BY: _____ **DATE: _____**

Director Parks, Recreation, and Open Spaces Department

LEGAL SUFFICIENCY: _____ **DATE: _____**

County Attorney

EXHIBIT A:
GRANT APPLICATION PACKAGE SCOPE OF WORK
2022 GREEN Miami-Dade County Matching Grant

[INSERT FINAL GRANT APPLICATION PACKAGE HERE]

Thursday, December 30, 2021

2022 GREEN Miami-Dade County Matching Grant

Apply today for Neat Streets Miami's Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant to support **environmental equity** in Miami-Dade County and help Million Trees Miami reach their goal of achieving a **30 percent tree canopy County-wide.** Funded by Miami-Dade County, this grant engages municipalities, agencies, non-profits foundations, and community groups in planting native or Florida-friendly trees on public land, including corridors, gateways, bus stops, schools, libraries, and parks.

The **goal of this program** is to leverage the County's Tree Trust Fund by encouraging investments on public land.

Grants of $5,000 to $50,000 will be awarded to those communities who can demonstrate the greatest benefits for residents, employers and visitors, and are able to provide a stewardship plan for our joint investment.

The GREEN Miami-Dade County Matching Grant provides either a 75% or 50% **match** contribution to the Applicant, dependent on planting location's existing urban tree canopy, not to exceed the maximum grant amount for the current cycle ($50,000).

Eligible expenses for grant and matched funds are as follows:

- Procurement of trees
- Installation of trees
- Maintenance of trees
- Supply costs
- Preparation of the planting site
- Permit fees

The Grant Application must include the following:

- Online submittal by deadline
- Detailed proposed budget
- Google Live Planting Plan(s) with location, number of trees and species. A professional landscape design is not required.
- Before photos of project location(s).

Grant applications will be evaluated using the following criteria:

1. Existing Tree Canopy and Income Level
    - Area has 20 percent or less existing tree canopy
    - Area has low-to-moderate income populations
    - Applicant does not have access to a tree trust fund
2. Project Enhancements
    - Growing Green Bus Stops
    - Growing Green Playgrounds
    - Gateways/Corridors/Connections to Schools and/or Parks
    - Schools/Parks/Libraries/Public Housing Sites/Other
    - Natural Disaster Recovery
3. Resiliency/Impact
    - Biodiversity
    - Planting in a FEMA flood zone
    - Focus on Florida natives
    - Number of trees
    - First time applicant
    - Continuation of planting from a previous cycle (next phase)
4. Community Outreach

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- Defined plan to engage the public (e.g. newspaper/magazine article, surveys, informational materials to be distributed, etc.)
- Social media plan
- Fulfillment of established community plan

While preference will be given to areas with low-to-moderate income populations defined as census tract that are in the fourth or fifth quintile distribution of Median Household Income, and/or with 20 percent or less tree canopy, grant applications that do not meet either or both of these preferences will still be considered.

Timeline:

- Grant announcement: Wednesday, December 1, 2021
- Grant info webinar*: Tuesday, December 7, 2021 at 2 p.m.
- Application deadline: Friday, December 31, 2021
- Anticipated award announcements: early February 2022
- Last Day to Notify NSM staff of location changes: Thursday, March 31, 2022
- Planting deadline: Thursday, June 30, 2022
- Final report deadline: Sunday, July 21, 2022

Visit the GREEN Miami-Dade County Matching Grant Program webpage for more details.
*On Tuesday, December 7, 2021, we will be hosting an informational webinar via Zoom. For more information, questions, or to request to join the webinar, please email Nikki.Anderson@miamidade.gov.

Click here for the **GREEN Miami-Dade County Matching Grant Procedures**.

Since you **cannot** save your work and return to this application, we recommend printing this application. Click "Print Form" at the end of this application.

Contact Information

Name of Organization	City of Opa-locka
Address	780 Fisherman Street Opa-locka, FL, 33054 United States
Organization Type	Municipality

Interested non-profits, foundations and community groups should contact Neat Streets Miami prior to submitting an application to ensure that their proposed planting does not have any conflicts with current or planned projects. Please email Nikki Anderson at Nikki.Anderson@miamidade.gov.

Is the municipality a Tree City USA?	Yes
How many trees were planted by your municipality/organization/agency in the previous calendar year (January 1 - December 31, 2021)?	45
Contact Name (Person filling out application)	Bob Anathan
Job Title	Budget Administrator
E-mail	ranathan@opalockafl.gov

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Jotform

Phone Number	(305) 953-2868 x 1204
Project Manager (If awarded)	Airia Austin
E-mail	aaustin@opalockafl.gov
Phone Number	(305) 953-2868 x 1450

Project Narrative

Project Title	Perviz Street Tree Project

Goals of Project

- Increase City Canopy
- Make a major aesthetic enhancement to a neighborhood and to a primary traffic corridor, providing a more positive image to those passing through the City.
- A very small contribution to offsetting global warming.
- Beautify the Ali Baba Avenue road-end (at 151st Street) with nine Bald Cypress trees

Will the project fulfill an element of an established community plan? (Yes/No)	Yes
Please name the established community plan.	City Strategic Plan 2.3.3
Is this proposal the continuation of a previous GREEN Miami-Dade County (formerly known as Street Tree) Matching Grant-funded project? If yes, please provide the funding year(s) below.	FY 21

Project Enhancements

Growing Green Bus Stops

Neat Streets Miami's Growing Green Bus Stop initiative encourages the installation of shade trees at unshaded bus or transit stops throughout Miami-Dade County in order to mitigate the urban heat island effect and enhance the transit experience.

For information on Planting Trees at Bus Stops, click here.

Will your project include a Growing Green Bus Stop?	Yes

Provide the location(s) of each bus or transit stop and the number of trees that will be planted (specify the species for each).

Due to space limitations, most trees will be planted in the medians. There will be one Crepe Myrtle tree planted in proximity to the bus stop at the intersection of N. Perviz and Arabia Avenues.

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Jotform

Attach a before photo of each bus and/or transit stop being shaded.

Growing Green Playgrounds

Neat Streets Miami's Growing Green Playgrounds initiative addresses the wellbeing of children and youth in Miami-Dade County by ensuring their safety through the planting of shade trees at playgrounds (with or without canopy structures) to help decrease dangerously high surface temperatures.

Will your project include a Growing Green Playground?

No

Gateways/Corridors/Connections to Schools and/or Parks

- *Gateways, both vehicular and pedestrian, identify entrance points into the County and key destinations within the County. They are intended to enhance travelers' experience as they enter Miami-Dade County from the surrounding areas by offering scenic views and appealing architectural elements. Gateways into retail areas, public greenways, and park systems may also take advantage of scenic views and incorporate local artwork and vegetation to provide texture and interest. Successful Gateways use* ***landscape****, architecture, other materials, and views to cultivate a sense of identify and an atmosphere of welcome.*
- *Corridors are the major physical routes that channel vehicular, pedestrian and boat traffic into and within Miami-Dade County, lining cities and neighborhoods to each other and to the surrounding region. The views and general experience of those traversing the County's Corridors define, to a great extent, the overall image of the County, consequently effecting residents' quality of life, the tourist experience, the economic development climate and other important factors.*
- *Creating safe and equitable access to parks and schools through infrastructure improvements, such as the installation of trees, encourages walking and bicycling.*

Will your project include shading a Gateway, Corridor, and/or Connection to School and/or Park?

Corridor

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Jotform

Provide the location(s) of each Corridor shaded. What route is the Corridor a link to? What is the number of trees that will be planted (specify the species for each).

158 Crepe Myrtle trees planted along Perviz Avenue.
Nine Bald Cypress at Ali Baba Avenue road-end. See Google Live Maps planting plan for exact locations. Corridor links between 151st Street and Sharazad Blvd and then connects to Ali Baba Avenue

Attach a before photo of each Corridor being shaded.

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Create your own automated PDFs with Jotform PDF Editor- It's free

Create your own automated PDFs with Jotform PDF Editor- It's free

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School/Park/Library/Public Housing/Other Planting Sites
The 2022 GREEN Miami-Dade County Matching Grant cycle has expanded planting locations from streets to public land, including schools, parks, libraries, public housing sites and other eligible locations. Planting trees in these locations aims to increase canopy and bring multiple benefits and enhancements to our community.

Will your project include planting in a school, park, library, public housing site, or other eligible public property? No

Natural Disaster Recovery
Natural disaster recovery includes tree replacement/planting of areas ravaged by hurricanes or other natural disasters, to help rebuild communities and improve resiliency physically, as green infrastructure.

Will your project include tree replacement in an area affected by a natural disaster? No

Project Location

LANDSCAPE REQUIREMENTS
All trees must be canopy natives or Florida-friendly trees. For the purpose of this grant, palms are not considered canopy, and as such are **not** eligible for grant reimbursement or match for these projects. All trees must be planted on public land within Miami-Dade County in adherence to Miami-Dade County's Landscape Ordinance (Chapter 18-A and Chapter 18-B).

- Trees shall have a minimum overall height of 12-feet and 2-inch caliper at time of installation.

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- When installed in roadways, trees shall have a maximum average spacing of 35-feet on center and be placed within 7-feet of the edge of the roadway pavement and/or where present, within 7-feet of the sidewalk.
- Trees shall be installed in a way that complies with site triangle regulations and should not be planted within no planting zones.
- If trees are proposed under overhead power lines, they shall have a minimum overall height of eight (8) feet and a minimum caliper of one-half (1.5) inch at the time of planting. The maximum average spacing in this case shall be 25-feet.
- All trees shall have and shall be maintained with a trunk clearance of four (4) feet (no multi-trunk).
- All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."

Location(s) of Planting

158 Crepe Myrtle trees planted along Perviz Avenue.
Nine Bald Cypress at Ali Baba Avenue road-end. See Google Live Maps planting plan for exact locations.

Will any of the trees proposed in this project be planted underneath power lines? No

Will any of the trees proposed in this project be planted in a high-flood risk FEMA Flood Zone No

Miami-Dade County Commission District (project location) 1

To locate the project's Miami-Dade County Commission District, please click here.

County or Local Road? Local Road

Interested applicants planting outside of their jurisdiction should notify Neat Streets Miami at Nikki.Anderson@miamidade.gov about their intent on planting in specified jurisdictions to avoid conflicting projects.
If planting in an area outside the applicant's jurisdiction, applicants must have permission from the governing jurisdiction of the project location at the time the application is submitted. If a permit is required to plant at that location, applicants must disclose that requirement in their grant application and are required to secure said permits within the grant project period prior to planting, if awarded.

Please state the local jurisdiction City of Opa-locka

Description of Trees

Proposed number of trees to be installed 167

All trees must be canopy native or Florida-friendly trees. Palms are not considered canopy. Please adhere to FPL's Right Tree, Right Place under power lines. In an effort to maximize grant dollars and long-term survivability of trees, please keep tree heights at 12ft to 14ft, and under powerlines, 8ft to 12ft, as appropriate.
For general information, along with recommended street tree species, please review the Miami-Dade County Street Tree Master Plan.

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Please limit the planting of trees that have proven fragile during storms such as glaucous cassia (Senna surattensis), jacaranda (Jacaranda mimosifolia), yellow tabebuia (Tabebuia caraiba), and non-native ficus species.

Please provide a breakdown of the number of each species (scientific and common name) and size of trees (height & DBH/caliper) to be installed

158 crepe myrtle trees (Lagestroemia Indica - Height = 12', DBH = 3.5") planted along Perviz Avenue. Nine Bald Cypress (Taxodium Distichum - Height = 12' DBH = 4.5) at Ali Baba Avenue road-end. See Google Live Maps planting plan for exact locations.

Planting Plan

For instructions on how to create a Planting Plan in Google Live Maps, please click here. Please note, if you are planning on planting more than 10 species as a part of this project, you will need to submit two (or more) Google Live Maps / Planting Plans, as there is a 10-layer limit per map.

Submit Planting Plan / Google Live Map Link(s)

https://www.google.com/maps/d/u/0/edit?mid=1jVE_v2F7gy9ddvqnHx_84CAQ6vJl1obi&usp=sharing

Existing Tree Canopy and Income Level

Dependent on the scope of your project, existing tree canopy can be determined at various levels (municipal, zip code, or block group level). Please select one below.

Municipal

Based on the level you selected above, please provide the target area's existing tree canopy.

Less than 10%

For information regarding existing tree canopy, please click here. If you have any questions, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Is the project area low-to-moderate income?

Yes

For information regarding income level, please click here. If you have any questions, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Project Outreach and Maintenance Plans

Community Engagement Plan

- Door hangers
- City daily e-mail newsletter
- City social media outlets.
- Commission presentation
- Project-end press release.

Maintenance Plan

The management objectives for new tree planting is to:

- Ensure the satisfactory establishment and growth of new tree planting typical of the respective species;

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- Promote conditions so that trees are healthy and safe; and
- Ensure continuity of the design approach and amenity value of tree planting.

After planting through Year 1:
- Three days after planting, the city will water three times using a total of 15-20 gallons of water. This initial watering is very important as roots are the most sensitive right after planting.
- For the next 3 weeks, once a week with 5-10 gallons of water.
- For the next 6 months every week or every other week with 10-15 gallons of water.
- For the remainder of the first year, water every other week with 10-15 gallons in absence of soaking rain.

Year 2:
- When rain is scarce, usually beginning in late spring, begin watering again every four weeks with 15-20 gallons of water,
- Allow roots to seek out moisture deeper underground and further from the trunk, creating a resilient tree. Shallow watering leads to shallow roots and water dependency. Deeper, infrequent watering will lead to resilient trees with less impactful roots.

Years 3-5:
- For years 3 to 5, water at least once every two months with 20-30 gallons of water. Occasional deep wearing, especially during times of severe drought.

Does the your municipality/agency/organization agree to staking (for 1 year) and watering (for 3 months) the trees planted as a part of this project?

Yes

Interlocal Agreement for Tree Planting Reporting

Has your municipality/agency/organization submitted an Interlocal Agreement with Miami-Dade County to report tree planting?

Yes

Timeline

We anticipate award notifications will be made in February 2022, with a planting deadline of June 30, 2022, and a final report due date of July 31, 2022. Please confirm below that your organization can accomplish the proposed planting within these parameters.

Yes

Budget

MATCH REQUIREMENT

Applicants with project located in municipalities with less than 10% existing urban tree canopy (UTC) will be responsible for 25% of total project costs; applicants with project locations with greater than

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10% existing urban tree canopy will be responsible for 50% of total project costs. The GREEN Miami-Dade County Matching Grant provides either a 75% or a 50% match contribution to the Applicant not to exceed the maximum grant amount for the current cycle ($50,000).

- Example #1, for a $10,000 project in a low canopy (less than 10%) municipality, the GREEN Miami-Dade County Matching Grant would provide the Applicant with $7,500, and the Applicant would be required to provide a match of $2,500.
- Example #2, for a $10,000 project in an area with more than 10% existing UTC, the GREEN Miami-Dade County Matching Grant would provide the Applicant with $5,000, and the Applicant would be required to provide a match of $5,000.

Acceptable match includes in-kind services (capped at 10% for indirect costs, dependent on expense) and cash, which can include funds received through another grant. All match dollars and in-kind services must be expended post-award.

Eligible expenses for grant and matching funds include:

- Procurement of trees
- Installation of trees
- Maintenance of trees
- Supply costs
- Preparation of the planting site
- Permit fees

Eligible expenses for matching funds (no cap) include:

- Salary and fringe benefits for employees executing direct, project-related costs:
  - o Preparation of planting site
  - o Installation of trees
  - o Maintenance of trees

Eligible expenses for matching funds (not to exceed 10% of the total award amount) include:

- Community outreach materials
- In-kind services of salary and fringe benefits for employees executing:
  - o Grant management
  - o Creation, collection, and/or disbursement of educational information and community outreach materials

Volunteer hours and value of donated materials are not eligible for reimbursement and will **not** be accepted as match.

Funds allocated to projects by the GREEN Miami-Dade County Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall **not** be used to satisfy tree mitigation per permitting or enforcement requirements. Additionally, GREEN Miami-Dade County Matching Grant funds cannot be used to remove stunted trees.

Amount of Grant Funds Requested in $	50000
Amount of Matched Funds in $	24052
Total Project Budget	74052

Click here for Budget and Staff Hour Estimate Templates. Please be sure to use the correct template based on the existing urban tree canopy at your proposed project location. If you have any questions about which match requirement applies to your project, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

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Detailed Budget

xlsx Updated Final Budget - Tree Grant - 30 Dec 2...

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Jotform

From:	Adelina Gross
To:	Anderson, Nikki (MDPR)
Cc:	Breckenridge, Lauren (MDPR); Airia Austin; Robert Anathan
Subject:	RE: 2022 GREEN Matching Grant Application - Follow Up Questions (Opa-Locka)
Date:	Thursday, February 10, 2022 12:42:00 PM
Attachments:	image005.png image007.png image009.png Preliminary Budget - Tree Grant (rev2) 2-9-22 Updated .xlsx

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good afternoon, Nikki,

Please see the updated budget attached. Also please find the link to Google Maps below,

https://www.google.com/maps/d/u/0/edit?mid=1jVE_v2F7gy9ddvqnHx_84CAQ6vJl1obi&usp=sharing

Adelina Gross
Operations Manager
Public Works & Utilities Department
12950 Lejeune (N.W. 42nd Ave)
Opa-Locka, Florida 33054
PH. 305 953-2868 ext.: 3001
agross@opalockafl.gov

From: Anderson, Nikki (MDPR) <Nikki.Anderson@miamidade.gov>
Sent: Wednesday, February 9, 2022 9:35 AM
To: Adelina Gross <agross@Opalockafl.gov>
Cc: Breckenridge, Lauren (MDPR) <Lauren.Breckenridge@miamidade.gov>; Airia Austin <Aaustin@Opalockafl.gov>; Robert Anathan <ranathan@Opalockafl.gov>
Subject: RE: 2022 GREEN Matching Grant Application - Follow Up Questions (Opa-Locka)

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Hi Adelina, thank you for the response! We need to budget and google live map updated to show the changed trees Please send to me as soon as possible.

Thank you,
Nikki

Nikki W. Anderson
she/her/hers
Special Projects Administrator
Community Forestry & Beautification Division | Miami-Dade County Parks, Recreation and Open Spaces Department
Neat Streets Miami | Miami- Dade County
275 NW 2nd Street, Suite 540, Miami, Florida 33128

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Million Trees Miami: Twitter | Instagram| Facebook
Keep Miami-Dade County Beautiful: Instagram

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From: Adelina Gross <agross@Opalockafl.gov>
Sent: Wednesday, February 9, 2022 9:23 AM
To: Anderson, Nikki (MDPR) <Nikki.Anderson@miamidade.gov>
Cc: Breckenridge, Lauren (MDPR) <Lauren.Breckenridge@miamidade.gov>; Airia Austin <Aaustin@Opalockafl.gov>; Robert Anathan <ranathan@Opalockafl.gov>
Subject: RE: 2022 GREEN Matching Grant Application - Follow Up Questions (Opa-Locka)

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good Morning, Nikki,

Thank you for the recommendations. We will be going with the following:

- Perviz Ave we will be planting Tabebuia Bahamensis along with the Crape Myrtle since it will add more color to our city.
- Regarding Ali Baba Ave the new swale will be below grade to make the conditions more favorable for the trees.

Prices, height and calliper for both trees (Crape Myrtle and Tabebuia Bahamensis) are similar please let us know if any modifications need to be done to the submitted application.

Adelina Gross
Operations Manager
Public Works & Utilities Department
12950 Lejeune (N.W. 42nd Ave)
Opa-Locka, Florida 33054
PH. 305 953-2868 ext.: 3001
agross@opalockafl.gov

From: Anderson, Nikki (MDPR) <Nikki.Anderson@miamidade.gov>
Sent: Monday, February 7, 2022 11:46 AM
To: Robert Anathan <ranathan@Opalockafl.gov>; Airia Austin <Aaustin@Opalockafl.gov>; Adelina Gross <agross@Opalockafl.gov>
Cc: Breckenridge, Lauren (MDPR) <Lauren.Breckenridge@miamidade.gov>
Subject: 2022 GREEN Matching Grant Application - Follow Up Questions (Opa-Locka)
Importance: High

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Good morning Bob, Airia, and Adelina,

Our GREEN Matching Grant Selection Committee has reviewed the 2022 cycle applications. They have a few recommendations to share prior to making final funding decisions:

1. Pertaining to the Pervis Avenue planting location: The Selection Committee notes that crape myrtle is deciduous, so the City may want to consider adding in another species. If the City is aiming for more of a green look, one recommendation would be to add dahoon holly (scientific name: ilex cassine). Another recommendation would be to cluster it with some orange geigers (scientific name: cordia sebestena) for color. If this species is added, make sure they are planted in groups no larger than 1 or 2 in a row or else they will attract the geiger beetle. One last recommended alternate or addition to the crape myrtle would be tabebuia Bahamensis, which has beautiful flowers.
2. Pertaining to the Ali Baba Avenue planting location: If new swale will be at grade or above, the Selection Committee recommends switching species to paradise tree (simarouba glauca) or green buttonwood (conocarpus erectus), as bald cypress will not do well in that condition. If the new swale will be below grade, this area could be

swampy enough for bald cypress to thrive. It is worth noting that bald cypress is also deciduous, so if the City would like more of a green barrier, they could consider mixing dahoon holly with some bald cypress trees.

Please let me know if you have any questions.

Thank you in advance,
Nikki

Nikki W. Anderson
she/her/hers
Special Projects Administrator
Community Forestry & Beautification Division | Miami-Dade County Parks, Recreation and Open Spaces Department
Neat Streets Miami | Miami- Dade County
275 NW 2nd Street, Suite 540, Miami, Florida 33128

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GREEN Miami-Dade County Matching Grant
Budget Template

BUDGET
City of Opa Locka

	Cost Per Unit	Quantity	Grant Funds	Match Funds	Total Budget
DIRECT COSTS					
Trees					
Largestroemia Indica 12' (Crape Myrtle 45 Gallon	$ 300.00	80	$ 18,000.00	$ 6,000.00	$ 24,000.00
Tabebuia Bahamensis 12'	$ 275.00	78	$ 16,087.50	$ 5,362.50	$ 21,450.00
Taxodium Distichum 12' (Bald Cypress 12')	$ 375.00	9	$ 2,311.25	$ 1,063.75	$ 3,375.00
Total number of trees		*167*			
Supplies					
Mulch	$ 1.75	820	$ 1,076.25	$ 358.75	$ 1,435.00
Stakes	$ 100.00	*167*	$ 12,525.00	$ 4,175.00	$ 16,700.00
Staff Hours (Project-Related)					
Site preparation	*See Staff Hour Est. Sheet*			$ 390.00	$ 390.00
Installation/Staking	*See Staff Hour Est. Sheet*			$ -	$ -
Watering/Maintenance	*See Staff Hour Est. Sheet*			$ 1,728.00	$ 1,728.00
INDIRECT COSTS - not to exceed 10% of award total					
Inkind Labor					
Grant Management	*See Staff Hour Est. Sheet*			$ 572.00	$ 572.00
Education/Outreach	*See Staff Hour Est. Sheet*			$ 352.00	$ 352.00
Community Outreach Materials	$ 3.20	750		$ 2,400.00	$ 2,400.00
TOTAL COSTS:			**$ 50,000.00**	**$ 22,402.00**	**$ 72,402.00**

Indirect Costs Cannot Exceed	*$*	*5,000.00*
Current Indirect Costs Subtotal	*$*	*3,324.00*

***All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."**
****All final invoices at closeout need to reflect the above statement.**

EXHIBIT B:
FINAL CLOSE-OUT REPORT
2022 GREEN Miami-Dade County Matching Grant

Name of Municipality/Organization:	
Name of Project:	
Report Submitted By:	
Title:	
Phone Number:	
Email:	
Date Submitted:	

PROJECT NARRATIVE

1. Why did you apply for the GREEN Miami-Dade County Matching Grant (i.e. urban tree canopy restoration after a natural disaster, low tree canopy, beautification effort, stormwater mitigation, etc.). Did you accomplish your goal?

2. How many trees were planted as a result of your grant award? Please specify the species selected, including how many of each were planted. [Make sure the number of trees and species are the same on the final budget, invoice(s), data tracking, and landscape plan.]

Tree Species	Number Planted	Date Installed
e.g. Live oak	10	
Gumbo limbo	30	
Tree Total	**XX**	

3. List any obstacles you encountered while coordinating this project and describe how these issues were addressed.

LANDSCAPE RENDERING

Submit FINAL Google Live Map(s) link here:

PROJECT ENHANCEMENTS

A. Growing Green Bus Stops

Did your project include a Growing Green Bus Stop? If so, please provide the following:

1. **How many bus or transit stops were shaded? _____**
2. **Attach a before and after photo for each bus or transit stop shaded.**
3. **Please fill out the chart below:**

Location(s) of each bus or transit stop	Number of Trees Planted	Species Planted
Address/Crossroads/Name of Stop		

B. Growing Green Playgrounds

Did your project include a Growing Green Playground? If so, please provide the following:

1. **How many playgrounds were shaded? _____**
2. **Attach a before and after photo for each playground shaded.**
3. **Please fill out the chart below:**

Location(s) of each playground	Number of Trees Planted	Species Planted
Address/Crossroads/Park Name		

C. Gateways

Did your project include shading a Gateway? If so, please provide the following:

1. **How many Gateways were shaded? _____**
2. **Attach a before and after photo for each Gateway shaded.**
3. **Please fill out the chart below:**

Location(s) of each Gateway	Number of Trees Planted	Species Planted
Address/Crossroads		

D. Corridors

Did your project include shading a Corridor? If so, please provide the following:

1. **How many Corridors were shaded? _____**
2. **Attach a before and after photo for each Corridor shaded.**
3. **Please fill out the chart below:**

Location(s) of each Corridor	Number of Trees Planted	Species Planted
Address/Crossroads		

E. Connections to Parks and Schools

Did your project include shading a connection to a park(s) and/or school(s)? If so, please provide the following:

1. **How many park(s) and/or school(s) connections were shaded? _____**
2. **Attach a before and after photo for each connection to a park(s) and/or school(s) shaded.**
3. **Please fill out the chart below:**

Location(s) of each Park/School Connection	Number of Trees Planted	Species Planted
Address/Crossroads		

F. Parks, Schools, Libraries, Public Housing Sites, Other Public Lands

Did your project include shading one of the aforementioned public land types? If so, please provide the following:

4. **What type of public land was shaded? _____**
5. **Attach a before and after photo for each public land shaded.**
6. **Please fill out the chart below:**

Name & Location of each Park/School/Library/Public Housing/Other	Number of Trees Planted	Species Planted
Address/Crossroads		

G. Natural Disaster Recovery

Did your project include tree replacement/planting of areas ravaged by hurricanes or other natural disasters? If so, please provide the following:

1. **What specific area(s) within your community was the focus of this enhancement?**
   _____
2. **Attach a before and after photo for each area ravaged by natural disaster.**
3. **Please fill out the chart below:**

Location(s) of each Area Restored	Number of Trees Planted	Species Planted
Address/Crossroads/Neighborhood		

OUTREACH, EDUCATION, & EVENTS

List the activities you provided in your outreach plan as part of your grant application (i.e., press release, social media posts, door hangers, etc.). Also attach copies of all materials used/distributed, if applicable.

Activity	Where, when, and how did this outreach/activity take place?	How many residents did you reach?

FINANCIAL REPORTING

Provide the following information and attach all invoices related to your project, including proof of payment.

- **What was your grant award? _____**
- **What total amount are you requesting reimbursement for? _____**
- **What was your total project cost? _____**
- **Has the GREEN Miami-Dade County Matching Grant helped you secure other dollars or resources needed to sustain your urban tree canopy? If so, please explain.**
  _____
  _____

Invoice Number	Invoice Date	Description of Services	Check Number	Check Date	Check Amount

For in-kind services, timesheets, including hourly rate and activities, as well as proof of payroll must be submitted to be eligible to serve as matching funds.

Attachments:

- Final Close-out Report (as Word document)
- Final approved planting plan (Google Live Map Link) linked above
- Before and after photos of project enhancements, as detailed above (jpegs)
- Copy of executed Interlocal Agreement (if applicable)
- Data Tracking Report (as Excel document): Remember to include DBH and latitude/longitude coordinates for each tree planted with grant and match funds
- Financial Reporting: Final approved budget, all related invoices, proof of payment (e.g. cancelled check)
- Outreach Efforts: Press release, educational materials, photos, etc. and/or any references to Miami-Dade County and Neat Streets Miami support.

PLEASE SUBMIT THIS EXHIBIT B FINAL CLOSE-OUT REPORT AND RELATED ATTACHMENTS BY July 31, 2022 VIA EMAIL TO: NIKKI.ANDERSON@MIAMIDADE.GOV.

EXHIBIT C:
DATA TRACKING FORM
2022 GREEN Miami-Dade County Matching Grant

[INSERT DATA TRACKING FORM HERE]

EXHIBIT C:
DATA TRACKING
2022 GREEN Miami-Dade County Matching Grant Program

This form should be submitted in excel format.

GRANTEE ORGANIZATION NAME: _____

	Tree Species					
	Scientific Name	**Common Name**	**DBH /Caliper**	**Street Address**	**Latitude**	**Longitude**
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

EXHIBIT D:
AMENDMENT CHANGE FORM
2022 GREEN Miami-Dade County Matching Grant

Name of Municipality/Organization:	
Name of Project:	
Report Submitted By:	
Title:	
Phone Number:	
Email:	
Date Submitted:	
Amendment Number:	

*Please **ONLY** provide information on the elements that you wish to change. For example, if the number of trees to be planted will not be affected by your requested change, there is no need to fill out that row below. **For changes to number of trees, tree species, and location of planting, a revised Google Live Map(s) is also required.***

Amendment Types:

Grant Award Amount

	Previously Approved	**Requested Change**
Grant amount		

Please provide an explanation as to why this change is needed:

_____
_____
_____
_____
_____
_____
_____
_____

Time Extension

	Previously Approved	Requested Change
Project completion date (include new Final Report submission date)		

Please provide an explanation as to why this change is needed:

_____
_____
_____
_____
_____
_____
_____
_____

Project Enhancements

	Previously Approved	Requested Change
Enhancements (Growing Green Bus Stop, Growing Green Playground, Gateway, Corridor, Connections to School and/Parks, Public Lands, Natural Disaster Recovery)		

Please provide an explanation as to why the change is needed:

_____
_____
_____
_____
_____
_____
_____
_____

Trees (Species, Location, Size) – please add lines as necessary; please use one line per tree

Approved Address/Location	Approved Species	Approved Height of Tree	New Location Proposed	New Species Proposed	New Height of Tree Proposed
e.g. 123 SW 67th Ave.	*Live oak*	*14 ft.*	*n/a*	*Pigeon plum*	*n/a*
e.g. 123 SW 67th Ave.	*Live oak*	*14 ft.*	*456 SW 67th Avenue*	*n/a*	*n/a*
e.g. 123 SW 67th Ave.	*Live oak*	*14 ft.*	*n/a*	*n/a*	*12 ft.*

Please provide an updated link to your Google Live Planting Plan that includes a new layer titled Amendment 1 to show the proposed changes: _____

Please provide an explanation as to why the change is needed:

_____

_____

_____

_____

_____

_____

_____

_____

Trees (Quantity) –

Approved Tree Count (in contract): _____
Proposed Tree Count: _____

Please add lines as necessary; please use one line per new tree:

New Address/Location Proposed	New Species Proposed	New Height of Trees Proposed

Please provide an updated link to your Google Live Planting Plan that includes a new layer titled Amendment 1 to show the proposed changes: _____

Please provide an explanation as to why the change is needed:

_____

_____

_____

_____

_____

_____

_____

_____

To be filled out by Neat Streets Miami Staff

Impact Statement: _____

_____

Decision/Recommended Change by GREEN Miami-Dade County Matching Grant Selection Committee, if necessary:

_____

Amendment Change Form Status:
Approved:_____
Not Approved:_____

Opa Locka FL Planting Map (rev)

Perviz Ave Medians and Roadside Lagerstroemia Indica 12' (Crape Myrtle 45 Gallons) ~Sharazad Blvd. and Alibaba Ave

Lagerstroemia Indica 12' (Crape Myrtle 45 Gallons)

Perviz Ave Tabebuia Bahamensis 12'

All items

Ali Baba Ave and NW 151st St

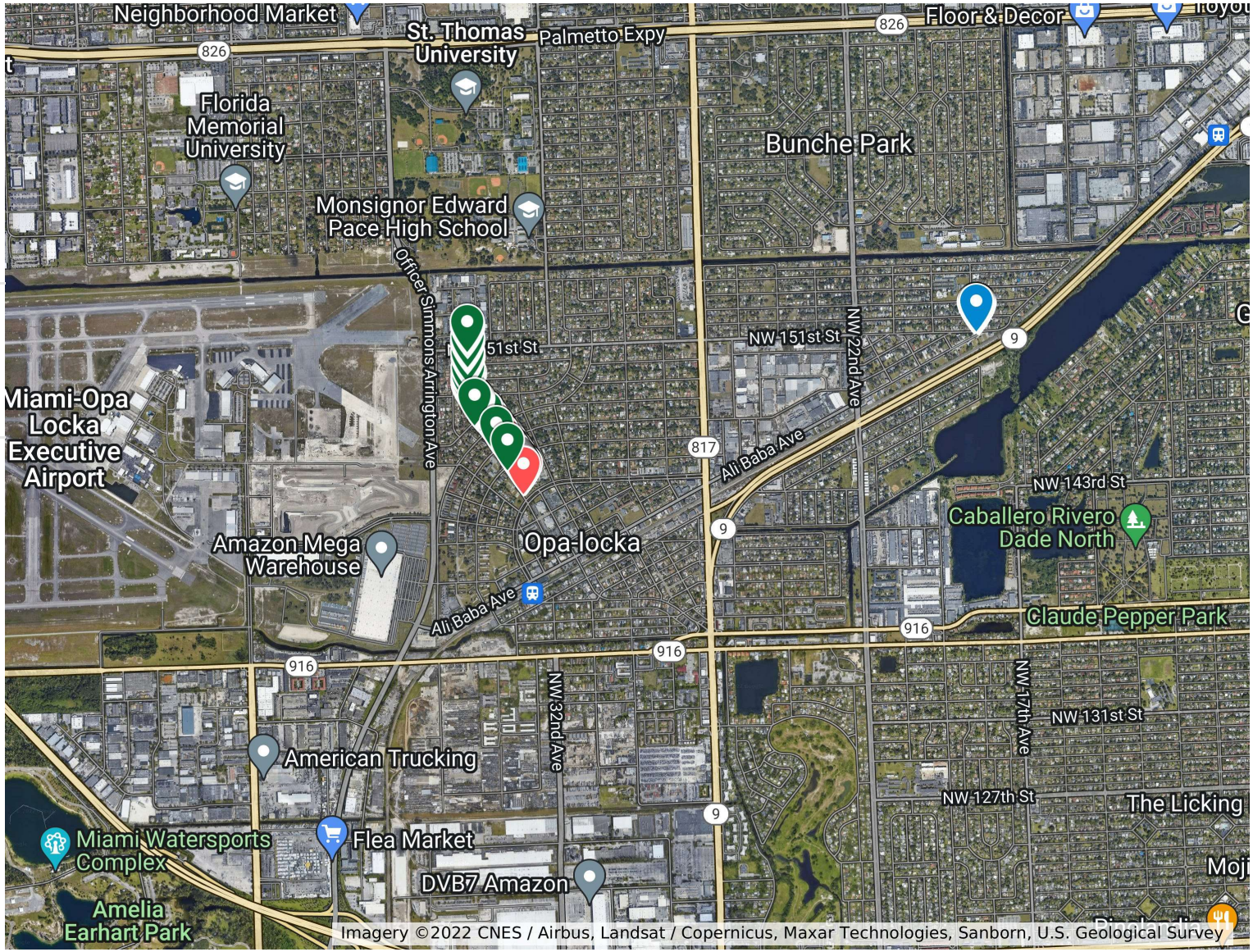
Taxodium Distichum (Baldcypress 12')

Taxodium Distichum (Baldcypress 12')

Taxodium Distichum (Baldcypress 12')

Taxodium Distichum (Baldcypress 12')

Taxodium Distichum (Baldcypress 12')



Taxodium Distichum
(Baldcypress 12')

Taxodium Distichum
(Baldcypress 12')

Taxodium Distichum
(Baldcypress 12')

Taxodium Distichum
(Baldcypress 12')

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SSN ENGINEERING, LLC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR ENGINEERING AND DESIGN SERVICES FOR THE CONSTRUCTION AND INSTALLATION OF AN 8-FOOT WROUGHT IRON (STEEL) FENCING AND ENTRY GATE SYSTEM FOR SEGAL PARK, IN AN AMOUNT OF NINETY-FIVE THOUSAND DOLLARS ($95,000.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF NINE THOUSAND, FIVE HUNDRED DOLLARS ($9,500.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is in need of construction and installation of an 8-foot wrought iron fencing and entry gate system for Segal Park, as well as the removal and disposal of an existing chain link fence at the park location; and

WHEREAS, the City of Opa-Locka ("City") generally seeks to enhance its Park facilities by adding beautification and more safety measures for City parks. This will allow City park visitors to play, practice, and enjoy themselves in a safer and more secure environment. The enhancements will also decrease potential vandalization of park equipment; and

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka ("Commission") accepted bid proposals from several firms for continuing professional architectural and engineering consulting services pursuant to RFQ No. 20-0324200. The Commission further authorized the then City Manager to enter into multiple agreements for architectural and engineering consulting services as provided therein; and

WHEREAS, more specifically, the City Commission approved entering into an agreement with SSN Engineering, LLC. for utilities engineering services; and

WHEREAS, the City desires to enter into an agreement with SSN Engineering, LLC., Inc., attached hereto as Exhibit "A", pursuant to the proposal attached hereto as Exhibit "B", for the construction and installation of an 8-foot wrought iron fencing and entry gate system for Segal Park, within the City, as well as the removal and disposal of the existing chain link fence, in an amount of Ninety-Five Thousand Dollars ($95,000.00), in addition to a ten percent contingency budget of Nine Thousand, Five Hundred Dollars ($9,500.00) for additional minor services which may arise; and

WHEREAS, the proposal from SSN Engineering, LLC states that the fencing is intended to be steel fencing; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with SSN Engineering, LLC. for continuing professional architectural and engineering consulting services as set forth herein.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with SSN Engineering, LLC., attached hereto as Exhibit "A" and pursuant to the proposal attached hereto as Exhibit "B", for continuing professional architectural and engineering services for the construction and installation of an 8-foot wrought iron fencing (steel) and entry gate system for Segal Park, within the City, as well as the removal and disposal of the existing chain link fence, in an amount of Ninety-Five Thousand Dollars ($95,000.00), with a contingency budget of Nine Thousand, Five Hundred Dollars ($9,500.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this _____ day of _____.

_____
Veronica J. Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:				**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06/22/2022*		**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** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE INSTALLATION OF NEW FENCING AND GATE SYSTEM FOR SEGAL PARK
PROJECT No. 2022-04-018

Staff Summary:

Approval is requested from the City Commission to authorize the City Manager to enter into an agreement with SSN Engineering, LLC to provide construction and installation services for an 8-foot wrought iron fencing and entry gate system for Segal Park as well as removal and disposal of existing chain-link fence.

This project will enhance this facility by adding beautification and increased safety. Visitors will be able to play, practice, and enjoy a safer and secure place, and this improvement will limit future vandalization of park equipment.

SSN Engineering, LLC, was one of the engineering consulting firms selected through RFQ 20-0324200 and approved by the City Commission to be part of the City's inventory of licensed Architects and Engineers to provide professional architectural and engineering services.

Financial Impact

The SSN Engineering, LLC proposal for construction and installation of the Segal Park fence and entry gate system is $95,000. In addition, staff recommends establishment of a 10% contingency ($9,500) to address minor issues which may arise.

Account	Description	Available	Project	Remaining Balance
72-572630	Improvements Other Than Buildings	$197,988	$104,500	$93,488

Proposed Action:

Staff recommends the City Commission authorize the City Manager to enter into a contract with SSN Engineering, LLC for $95,000 to construct and install a gate and fence system for Segal Park and further authorize the establishment of a $9,500 contingency to be available for minor issues which may arise.

Attachment:

1. Agenda
2. Proposal provided by SSN Engineering, LLC
3. Resolution # 20-9767, accepting BID proposal for continuing professional architectural and engineering consulting services pursuant to RFQ 20-0324200
4. Contract Agreement between SSN Engineering, LLC and the City

SSN ENGINEERING, LLC
13899 Biscayne Blvd., Suite 310
North Miami Beach, Florida 33181
Ph: (305) 440-4334 | Web: www.ssnengineering.com

June 1, 2022

Adelina Gross
City of Opa-locka
Operations Manager
Public Works & Utilities Department
12950 Lejeune (N.W. 42nd Ave)
Opa-Locka, Florida 33054

RE: CITY OF OPA-LOCKA FENCING PROPOSAL FOR SEGAL PARK (WITH BACK SIDE FENCE AND GATE)

Dear Gross:

SSN Engineering, Inc ("SSN") is pleased to submit this letter of agreement (the "Agreement") to the City of Opa-Locka ("Client") for the construction of a new fence around the Segal Park. The proposed lump sum price proposal will be provided in accordance with the terms and conditions set forth herein.

PROJECT UNDERSTANDING

We understand that the City of Opa-Locka needs to build a steel fence around Segal Park.

SCOPE OF SERVICES

SSN Engineering will hire a contractor to build the fence under SSN Engineering's direct supervision.

PROJECT APPROACH

SSN Engineering will manage the assigned projects and tasks, carefully control costs and resources, and complete the project work on schedule.

To ensure the project remains on schedule, the following project management activities will be performed:

MEETING WITH CITY STAFF

- Review scope of services with City staff and review layout of the fence and progress of the project.
- Make sure all existing chain link fences mentioned in the layout have been removed and disposed of.
- Make access door has been placed in proper locations.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule mutually developed by the Client and Consultant for the various elements of the project.

FEE AND BILLING

TOTAL LUMP SUM FEE FOR SSN ENGINEERING…… $95,00.00
VALIDATE TIME FOR THIS PRICE PROPOSAL …… 30 days (06/30/2022)

If you concur with the foregoing and wish to direct us to proceed with the services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. We appreciate this opportunity to submit this letter of agreement. Please contact me at (954) 326-8295 if you have any questions.

Sincerely,

SSN ENGINEERING, LLC	**CITY OF OPA-LOCKA**
MD SHAHINUR RAHMAN	**ADELINA GROSS, Operations Manager**

Agreed to this _____ day of _____ , 2022.

Sponsored by: City Manager

RESOLUTION NO. 20-9767

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING BID PROPOSALS FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES PURSUANT TO RFQ NO. 20-0324200; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTIPLE AGREEMENTS FOR ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AS PROVIDED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 23, 2020, the City of Opa-Locka (the "City") duly issued Request for Qualifications ("RFQ") 20-0324200 for the purpose of establishing a library of Licensed Architects and Engineers to provide Architectural and Engineering Consulting Services for the City, attached hereto as Exhibit "A"; and

WHEREAS, a total of 35 firms responded to the RFQ by May 15, 2020, the submittal deadline; and

WHEREAS, bid proposals were received by the Office of the City Clerk on May 15, 2020 at 2:00 p.m. The City Clerk's Office opened sealed proposals at 2:05 pm and certified the bids under the provisions of Section 2-320.1 of the City's Code of Ordinance; and

WHEREAS, the City Manager assembled an Evaluation Committee to assess the bid proposals. The Evaluation Committee met on June 2, 2020 to review the proposals and rate them; and

WHEREAS, based on its review of the Evaluation Committee, the City Manager proposes that the City negotiate and enter into several agreements for Continuing Professional Architectural and Engineering Services; and

WHEREAS, the City Manager recommends award of continuing contracts to: ***300 Engineering Group, P.A.*** for Civil Engineering, landscape architectural, structural engineering and traffic engineering services; ***EAC Consulting, Inc.*** for Civil Engineering, landscape architectural, structural engineering, traffic engineering, land surveying, construction testing and inspections, utilities engineering services and general consulting engineering services; ***H.W. Lochner, Inc.*** for architectural, construction testing and inspections and general consulting engineering services; ***Civica***

LLC for mechanical/electrical/plumbing service; ***BEA Architects, Inc.*** for architectural services; ***SSN Engineering, LLC*** for utilities engineering services and ***2 Plus Architects, Inc.*** for mechanical/electrical/plumbing service, as provided in Composite Exhibit "B" showing the scoring for responses to the RFQ; and

WHEREAS, the City Commission supports approval based upon the Evaluation Committee's review, evaluation, scoring and ranking of the proposals submitted; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to award various Continuing Professional Architectural and Engineering Consulting Services as set forth herein.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby accepts the bid proposals, as provided herein, for Continuing Professional Architectural and Engineering Consulting Services, pursuant to RFQ No. 20-0324200, and as set forth in Composite Exhibit "B" attached hereto. The City Commission further authorizes the City Manager to enter into multiple agreements for Architectural and Engineering Consulting Services in a contract form acceptable to the City Attorney, and as otherwise described in this resolution.

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 be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this 10th day of June, 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: COMMISSIONER BASS

Seconded by: COMMISSIONER BURKE

VOTE:	**5-0**
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

City of Opa-Locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
Acting City Manager:	John E. Pate			**CM Signature:**			
Commission Meeting Date:	*06.10.2020*		**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** / **No**
						X	X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#: 20-0324200**				
	x						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution of the City Commissions of the City of Opa-locka, Florida authorizing the City Manager to accept continuing contracts for Professional Engineering Services Pursuant to RFQ No. 20-0324200.

Staff Summary:

On May 15, 2020 the City of Opa-locka received thrity-five (35) responses to its Request for Qualification (RFQ) No. 20-0324200 for Architectural & Engineering Consulting Services. In accordance with the RFQ , the City of Opa-locka intents to award a contract to the most qualified Proposer (s) who agrees to provide the requisite professional services at a compensation which the City of Opa-locka determines fair, reasonable and competive. After reviewing the bids submitted, the Selection Committee found 300 Engineering, EAC Consulting, H.W. Lochner, BEA Architects, Inc., 2+ Architects, Inc., Civica Architecture, and SSN Engineering, LLC as the most qualified offerors.

Proposed Action:

Staff is recommending the award to 7 vendors to insure adequate coverage for the City of Opa-locka engineering consulting needs.

Financial Impact

There is no financial impact associated with the awarding of contract to the seven recommended firms providing professional engineering services. At such time that a future project is to be assigned to one of these firms, staff will return to the Commission to obtain approval, including identifying the financial impact and funding sources.

Attachment:

1. Agenda
2. Evaluation Matrix
3. Selection Matrix

Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

John E. Pate, MS, CM
City Manager

Telephone (786) 338-6598
Email: jpate@opalockafl.gov

To: **Mayor Matthew Pigatt**
Vice Mayor Chris Davis
Commissioner Sherelean Bass
Commissioner Alvin Burke
Commissioner Joseph L. Kelley

From: **John E. Pate, City Manager**

Date: **June 4, 2020**

Re: **Resolution: Committee Selection for Architectural & Engineering Consulting Services**

Request: **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING CONTINUING CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 20-0324200; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTIPLE AGREEMENTS FOR CIVIL ENGINEERING, ARCHITECTURAL SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, STRUCTURAL ENGINEERING SERVICES, MECHANICAL/ELECTRICAL/PLUMBING SERVICES, UTILITIES ENGINEERING, TRAFFIC ENGINEERING, LAND SURVEYING, CONSTRUCTION TESTING AND INSPECTIONS, AND GENERAL CONSULTING ENGINEERING AS OUTLINED; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Categories:

CIVIL ENGINEERING	
300 Engineering Group **90.2**	EAC Consulting **86.0**

ARCHITECTURAL SERVICE	
H.W. Lochner **85.8**	BEA Architects, Inc. **85.6**

LANDSCAPE ARCHITECTURAL SERVICES	
300 Engineering Group **90.2**	EAC Consulting **86.0**

STRUCTURAL ENGINEERING SERVICES	
300 Engineering Group **90.2**	EAC Consulting **86.0**

MECHANICAL / ELECTRICAL / PLUMBING SERVICE	
2+ Architects, Inc. **84.6**	Civica Architecture **82.2**

UTILITIES ENGINEERING	
EAC Consulting **86.0**	SSN Engineering, LLC **77.2**

TRAFFIC ENGINEERING	
300 Engineering Group **90.2**	EAC Consulting **86.0**

LAND SURVEYING	
300 Engineering Group **90.2**	EAC Consulting **86.0**

CONSTRUCTION TESTING AND INSPECTIONS	
EAC Consulting **86.0**	H.W. Lochner **85.8**

GENERAL CONSULTING ENGINEERING	
EAC Consulting **86.0**	H.W. Lochner **85.8**

Analysis:

Bid proposals were received by the Office of the City Clerk on May 15, 2020 at 2:05 p.m. The City Clerk's Office opened sealed proposals and certified the bids under the provisions of Sec. 2-320.1 of the City's Code of Ordinance. The following thirty-five (35) companies submitted proposals:

2Plus Architects, Inc.	Caltran Engineering Group, Inc.
Michael Flaugh Landscape Architect	Perrin International Services, Inc.
SSN Engineering, LLC	The Beta Jones Group, Inc.
300 Engineering Group, P.A.	305 Consulting Engineers, LLC
BEA Architects, Inc.	Biscayne Engineering Company, Inc.
C&I Constructions and Design, Inc.	Civica Architecture
Craven Thompson & Associates, Inc.	D.L. Fields Consultants, LLC
David Plummer & Associates	EA3 Civil Engineering, Inc.
EAC Consulting, Inc.	Eastern Engineering Group
EBS Engineering, Inc.	Eco Tech Consulting, LLC
H.W. Lochner, Inc.	Kimley-Horn and Associates, Inc.
Landshore Enterprises, LLC	McMahon Associates, Inc.
ME Engineering, Inc.	Nova Engineering and Environmental, LLC
Nyarko Architectural Group, Inc.	Pistorino & Alam Consulting Engineers, Inc.
Premiere Design Solutions, Inc.	R.E. Chisholm Architects, Inc.
Radise International, LC	SGM Engineering, Inc.
Synalovski Romanik Saye, LLC	Tierra South Florida, Inc.

Universal Engineering Sciences, LLC	

The evaluation committee met on June 2, 2020 to review proposals. Members of the evaluation committee included:

Corion DeLaine, City Planner
Carlos Gonzalez, CIP Project Manager
Gerald Lee, Zoning Official
Rich Oddman, Sr. Accountant
Arshad Viqar, City Engineer

Each committee member's review evaluation and scoring of proposals were based on the following criterion and weight system:

Criterion	**Weight**
Consultant's background, qualification, credentials and in-house expertise, factoring in the proposed Proposer teams' current workload and experience working together on similar category.	35%
Staff Experience and resumes of team's personnel, including assigned Project manager's experience in planning, designing and construction administration services.	35%
Previous experience working with local regulatory, permitting agencies and governmental clients.	5%
Project control tools utilized to maintain schedule, quality and cost controls and construction management activities.	15%
Local Business Preference.	5%
CBE or SBE Preference.	5%

Attached you will find the selection committee evaluations that include scoring of the thirty-five (35) proposals submitted / received.

Recommendation(s):

Staff recommends approval based upon the committee's review, evaluation, scoring and ranking of the proposals submitted. Therefore, it is the recommendation of the Selection Committee that the City negotiate and enter into several agreements for Continuing Professional Engineering Services.

Attachments:

Request for Qualifications (RFQ) #20-0324200
Advertisement
Bid Certification
Committee Evaluation Forms
Bid Proposals

RFQ - 20-0324200

I	Civil Engineering	Score
4	Perrin International Services	78.2
5	SSN Engineering, LLC	77.2
6	The Beta Jones Group, Inc.	74.6
7	300 Engineering Group	**90.2**
8	305 Consulting Engineers, LLC	75.4
10	Biscayne Engineering	80.4
11	C&I Construction	75.4
12	Civica Architecture	82.2
13	Craven Thompson & Assoc.	77.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
16	EA3 Civil Engineering	66.4
17	EAC Consulting	**86.0**
19	EBS Engineering	80.0
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
29	Premiere Design Solutions	84.0
32	SGM Engineering	84.6

II	Architectural Services	Score
1	2+ Architects, Inc	84.6
9	BEA Architects, Inc.	**85.6**
12	Civica Architecture	82.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
21	H.W. Lochner	**85.8**
25	ME Engineering	74.4
27	Nyarko Architectural Group	76.6
28	Pistorino & Alam Consulting	77.8
30	R.E. Chisholm Architects	84.2
32	SGM Engineering	84.6
33	Synalovski Romanik Saye	84.0

III	Landscape Architectural Services	Score
1	2+ Architects, Inc	84.6
3	Micheal Faugh Landscape	62.6
6	The Beta Jones Group, Inc.	74.6
7	300 Engineering Group	**90.2**
12	Civica Architecture	82.2
13	Craven Thompson & Assoc.	77.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
17	EAC Consulting	**86.0**
21	H.W. Lochner	85.8
22	Kimley Horn	85.2

IV	Structural Engineering Services	Score
5	SSN Engineering, LLC	77.2
7	300 Engineering Group	**90.2**
8	305 Consulting Engineers, LLC	75.4
12	Civica Architecture	82.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
17	EAC Consulting	**86.0**
18	Eastern Engineering Group	70.2
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
32	SGM Engineering	84.6

V	Mechanical \ Electrical \ Plumbing Services	Score
1	2+ Architects, Inc	**84.6**
6	The Beta Jones Group, Inc.	74.6
12	Civica Architecture	**82.2**
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
25	ME Engineering	74.4
27	Nyarko Architectural Group	76.6

VI	Utilities Engineering	Score
5	SSN Engineering, LLC	**77.2**
11	C&I Construction	75.4
17	EAC Consulting	**86.0**

RFQ - 20-0324200

VII	Traffic Engineering	Score
2	Caltran Engineering Group	73.8
5	SSN Engineering, LLC	77.2
7	300 Engineering Group	**90.2**
8	305 Consulting Engineers, LLC	75.4
12	Civica Architecture	82.2
17	EAC Consulting	**86.0**
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
24	McMahon Assoc.	73.4

VIII	Land Surveying	Score
1	2+ Architects, Inc	84.6
4	Perrin International Services	78.2
7	300 Engineering Group	**90.2**
10	Biscayne Engineering	80.4
12	Civica Architecture	82.2
13	Craven Thompson & Assoc.	77.2
15	David Plummer	79.4
17	EAC Consulting	**86.0**
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
29	Premiere Design Solutions	84.0

IX	Construction Testing and Inspections	Score
1	2+ Architects, Inc	84.6
4	Perrin International Services	78.2
6	The Beta Jones Group, Inc.	74.6
12	Civica Architecture	82.2
15	David Plummer	79.4
17	EAC Consulting	**86.0**
19	EBS Engineering	80.0
20	Eco Tech Consulting	70.8
21	H.W. Lochner	**85.8**
22	Kimley Horn	85.2
26	Nova Engineering\Environmental	72.8
31	Radise International	81.8
34	Tierra South Florida	77.4
35	Universal Engineering Sciences	77.6

X	General Consulting Engineering	Score
1	2+ Architects, Inc	84.6
13	Craven Thompson & Assoc.	77.2
16	EA3 Civil Engineering	66.4
17	EAC Consulting	**86.0**
19	EBS Engineering	80.0
21	H.W. Lochner	**85.8**
22	Kimley Horn	85.2
25	ME Engineering	74.4
28	Pistorino & Alam Consulting	77.8
29	Premiere Design Solutions	84.0

PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
SSN ENGINEERING, LLC

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____**,** 2022 between the **CITY OF OPA-LOCKA, FLORIDA,** a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Opa-locka FL. 33054** (the "City"), and **SSN ENGINEERING LLC** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **3500 N. State Road 7, Suite 213-4. Lauderdale Lakes, FL 33319.**

WITNESSED:

WHEREAS, on June 10, 2020, the City approved a pool of Qualified Firms to provide Architectural and Engineering Consulting Services to the City on an as needed basis pursuant to RFQ# 20-0324200 Library of Miscellaneous Professional Consultants; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Civil Engineering, Landscape Architectural, Structural Engineering and Traffic Engineering Services and has executed a Continuing Services Agreement; and

WHEREAS, the Consultant has been selected by the City to provide Architectural and Engineering consulting services (known as the “Project”, the “Services” or the “Scope of Services”) for the construction and installation of new fencing and gate system for Segal Park.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. <u>CONTRACT DOCUMENTS</u>

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A";** and

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. THE WORK

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services and accepted by the City.

3. PERIOD OF SERVICE

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **Ninety-Five Thousand Dollars** ($95,000.00) specified in the Scope of Services request accepted by the City.

5. PAYMENTS

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment “A”. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2 The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. DEFAULT:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. ANTI-LOBBYING/NO CONTINGENT FEE:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. BINDING EFFECT:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. AMENDMENTS AND MODIFICATION:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. MERGER: AMENDMENT:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. NONASSIGNABILITY:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. NOTICES:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

SSN Engineering, LLC
3500 N State Road 7
Suite 213-4
Lauderdale Lakes, FL 33319

FOR CITY:

City of Opa-Locka
Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054

WITH COPY TO:

Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of the Arts
(NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. SEVERABILITY; WAIVER:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. SCRUTINIZED COMPANIES

16.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

16.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

16.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

16.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. OTHER PROVISIONS:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

17.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

17.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts,

pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

17.5 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement or in the event of termination by either party, any reports, photographs, surveys and other data and documents and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

17.6 Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2821, OR BY MAIL: CITY OF OPA-LOCKA - CITY CLERK'S OFFICE, 780 FISHERMAN STREET, 4TH FLOOR. OPA-LOCKA FL 33054.

18. 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

_____
Joanna Flores, City Clerk

By:_____
Darvin Williams
Interim City Manager

Dated: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Opa-Locka only:

_____
City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

WITNESS:

SSN ENGINEERING, LLC

_____

By: _____
Authorized Representative

_____
Print Name

_____
Print Name

_____
Date

Corporate Seal:

ATTACHMENT "A"

Consultant's Scope of Services and **Fee Proposal dated May 30, 2022** to provide Architectural and Engineering consulting services required for the construction and installation of new fencing and gate system for Segal Park for the amount of **Ninety-Five Thousand and 00/100 ($95,000.00)**

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK GENERAL SERVICE ADMINISTRATION (GSA) CONTRACT 47QTCA19D00GE FOR 24/7 MANAGED CYBER SECURITY DETECTION AND RESPONSE FOR THE CITY'S NETWORK, IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, ONE HUNDRED THIRTY DOLLARS AND FIFTY-TWO CENTS ($41,130.52) ANNUALLY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In order to provide a higher level of cyber-security protection and the ability to properly respond to an incidents of cybersecurity, the Interim City Manager is recommending that a third party provide 24/7 monitoring of the City of Opa-Locka's network; and

WHEREAS, this new layer of protection would be in addition to the current cyber security training, spam and networking filtering, and continuous software/firmware updates; and

WHEREAS, the recommended vendor will have the ability to terminate suspicious network traffic until staff can verify if the traffic was valid. Numerous local municipal data breaches have occurred in the area in the last few years which could have been avoided if such technology was implemented at the time; and

WHEREAS, Section 2-318 (3) of the City of Opa-Locka's Code of Ordinances exempts procurement by formal competitive bidding requirements when an agreement is based on a Federal Government (GSA) contract; and

WHEREAS, SECNAP Network Security Corporation is a managed security service provider (MSSP) and a cybersecurity research and development company and holds GSA contract 47QTCA19D00GE under a Multiple Award Schedule providing Term Software License services and Order-Level Materials (OLM); and

WHEREAS, the City Commission hereby authorize the Interim City Manager to execute an agreement with SECNAP Network Security Corporation for an annual charge of Forty-One Thousand, One Hundred Thirty Dollars and Fifty-Two Cents ($41,130.52) to provide additional IT monitoring and security; and

WHEREAS, the City Commission finds that it is the best interest of the City to benefit from already negotiated rates and piggyback on the GSA contract 47QTCA19D00GE with SECNAP Network Security Corporation, attached hereto as Exhibit "A", for Term Software License services, and enter into an agreement with SECNAP Network Security Corporation, attached hereto as Exhibit "B", for CloudJacketX, Dark Web Monitoring, Internal Vulnerability Scanning, External Vulnerability Scanning and CJX-SIEM Services for the Opa-Locka Network, in amount not to exceed Forty-One Thousand, One Hundred Thirty Dollars and Fifty-Two Cents ($41,130.52) annually.

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

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

Section 2. **Authorization.** The City Commission hereby authorizes the City Manager to piggyback the GSA contract 47QTCA19D00GE contract with SECNAP Network Security Corporation, attached hereto as Exhibit "A", Term Software License services, and enter into an agreement with SECNAP Network Security Corporation, attached hereto as Exhibit "B", for CloudJacketX, Dark Web Monitoring, Internal Vulnerability Scanning, External Vulnerability Scanning and CJX-SIEM Services for the Opa-Locka Network, in amount not to exceed Forty-One Thousand, One Hundred Thirty Dollars and Fifty-Two Cents ($41,130.52) annually.

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

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

PASSED AND ADOPTED this 22nd day of June, 2022.

_____
Veronica J. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Lubotes Dauphin			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06/22/2022*		**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** / **No**
						X	X
Funding Source: *Account#* **:** 85-512340	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bi#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department: Information Technology**		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING THE CITY MANAGER TO PIGGYBACK GSA CONTRACT 47QTCA19D00GE FOR 24/7 MANAGED CYBER SECURITY DETECTION AND RESPONSE IN AN AMOUNT NOT TO EXCEED $41,130.52; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Information Technology department recognizes that Florida local governments are under cyber attack. In order to provide a high level of protection and the ability to properly respond to an incident, the IT Department is recommending a third party to provide 24/7 monitoring of our network. This new layer of protection will be in addition to the current cyber security training, spam and networking filtering, and continuous software/firmware updates. The recommended vendor will have the ability to terminate suspicious network traffic until staff can verify if the traffic was valid. Numerous local municipal data breaches have occurred in our area in the last few years which could have been avoided if technology such as this was implemented at the time.

Analysis

Pricing

Product	Contract	Cost	Annual/One-time
Dark Web Monitoring, Internal Vulnerability Scanning, External Vulnerability Scanning, CJX-SIEM	GSA Contract - 47QTCA19D00G (3-year term)	$41,130.52	Annual
Total		**$41,130.52**	

Financial Impact

Account	Description	Available	Project	Remaining Balance
85-512340	Other Contracted Services	$54,445.00	$41,130.52	$13,314.48

Proposed Action:

Staff recommends the City Commission authorize the City Manager to sign an agreement with SECNAP Network Security for an annual charge of $41,130.52 to provide additional IT monitoring and security.

Attachments:

Exhibit 1 – GSA Contract 47QTCA19D00G
Exhibit 2 – SECNAP Proposal and Documentation
Exhibit 3 – Quality Cities Article

SECNAP
NETWORK SECURITY

3250 West Commercial Blvd Suite 345
Fort Lauderdale, FL 33309
844.638.7328 | www.secnap.com

Master Service Agreement

Structure of Agreement

We use the words you, your or Customer to mean the Customer indicated below. In addition to our company name, the words we, us, and our, refer to SECNAP Network Security Corporation ("SECNAP"). This Master Services Agreement ("MSA") and one or more of the Attachments, including but not limited to Statement of Services, Statement of Work etc (each an "SOW"), each fully incorporated herein, together comprise the complete agreement between the parties (collectively, the "Agreement") regarding those products and services defined within an SOW. When signed on behalf of SECNAP and Customer, each such SOW shall become part of this Agreement effective as of the effective date of such SOW. From time to time, additional terms governing the products and services to be provided under this Agreement may be contained in a subsequent SOW. If there is a conflict between the terms of this MSA and any SOW, the terms of the SOW shall prevail over the terms of this MSA. Other than any executed SOW, this Agreement replaces any prior oral or written communication between the parties.

1. Services

We shall provide the product(s) and/or perform the services described in the initial SOW during the applicable period and upon the terms and conditions specified in this MSA and any applicable SOW. Specifications, prices and additional applicable terms shall be set forth in the SOW for the applicable products or services.

2. Billing

Prices: You agree to pay the fees specified in each SOW for the corresponding products and/or services. Payment schedules shall be as specified in the applicable SOW.

Taxes: Prices are exclusive of all sales, use or similar taxes. Customer is responsible for paying the amount of any applicable sales, use, or service tax fees or charges for Services delivered and invoiced to Customer (except for any franchise tax, withholding tax or any tax imposed on SECNAP's net income), which SECNAP may be required to collect because of its performance of this Agreement.

Invoices: Payment will be due without offset within 30 days after the date of the invoice. We may accept any payment without prejudice to our right to recover any remaining balance or to pursue any other remedy provided in this Agreement, or by applicable law. Any amount you owe us that is not paid when due shall bear interest at 18% per annum.

Dispute Resolution: You must notify us in writing of any dispute concerning any payment within 30 days after receipt of the invoice. SECNAP and Customer will use their good faith efforts to resolve any disputed sales order or refusal of payment. We may, in addition to asserting any of our other rights, suspend any further services and your use of the SECNAP (as defined in Section 4) if your non-payment continues beyond 30 days. Failure to timely pay any amount due hereunder shall be a breach of this Agreement. You agree to pay our reasonable attorney's fees arising from your failure to pay any amount when due hereunder.

3. Term and Termination

Term and Termination: This Agreement shall become effective on the date written in the signature page below, and shall continue in effect until terminated as specified in this Section (the Term). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party, unless such breach is cured

within 30 days of receipt of written notice of such breach. Either party may terminate this Agreement by written notice to the other party following the expiration or termination of its obligations under the SOW(s). The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination, or cancellation of this Agreement shall survive any such expiration. This Agreement shall immediately terminate upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against Customer under any bankruptcy or similar law.

Suspension of Services for Non-payment: If any time Customer is more than 30 days delinquent in making payments due under this MSA or any related SOW, SECNAP shall have the right to suspend providing products, services, or both, upon 72 hours' prior notice to Customer.

4. Intellectual Property

Ownership: Each party agrees that except as provided below, it shall acquire no right, title or interest in or to the other party's information, database rights, data tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other by virtue of the service provided or materials delivered pursuant to this agreement. SECNAP shall own all right title and interest in and to SECNAP trade secrets, confidential information or other material used by SECNAP or presented to Customer ("Technical Elements") including, but not limited to: data software, modules, components designs utilities, databases subsets, objects, program listings, tools, models, methodologies, programs, systems analysis framework, leading practices, report formats manner of data expression and specifications. SECNAP grants Customer a nonexclusive, royalty free license to use only the Technical Elements integrated into any deliverable for Customer's internal purposes only. We authorize you to use any of the Technical Elements so long as such use is not to create derivative works and is for your internal business purpose and if, disclosed to a third party, is subject to a written nondisclosure agreement requiring such third party to maintain the confidentiality of the Technical Element and use such Technical Element only for your benefit.

Marks: Neither party shall use the other party's trademarks, service marks, trade names or product names other than as explicitly set forth in this Agreement. During the term of this Agreement unless you opt out in writing, we may include your name in a list of customers on our website or in promotional materials or as a reference in sales presentations. If you are granted the right to use any of our certification seals or logos under the terms of this Agreement, you may use the SECNAP Marks only during the period specified and subject to the then-current Logo Guidelines provided to you.

5. Representations

ALL SERVICES AND DELIVERABLES PROVIDED BY US ARE PROVIDED "AS IS". WE DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT ANY PRODUCT, APPLICATION, SERVICE AND OR SOLUTION, OR ANY PORTIONS THEREOF ARE SECURE. YOU ACKNOWLEDGE THAT IMPENETRABLE SECURITY CANNOT BE ATTAINED IN REAL WORLD ENVIRONMENTS AND THAT WE DO NOT GUARANTEE PROTECTION AGAINST BREACHES OF SECURITY. NEITHER PARTY MAKES ANY WARRANTY HEREUNDER TO ANY THIRD PARTY ON BEHALF OF THE OTHER PARTY. THIS AGREEMENT IS NOT INTENDED TO CREATE ANY THIRD PARTY BENEFICIARY RELATIONSHIP.

6. Indemnity

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and assigns (each an "Indemnified Party") from and against any and all losses liabilities, claims, damages, and expenses (including reasonable attorney's fees and costs of litigation) incurred by the Indemnified Party as the result of any claim by a third party arising out of the Indemnifying Party's breach of its obligations of this Agreement, gross negligence or willful misconduct. The Indemnified Party shall promptly notify the Indemnifying Party of any potential claim covered by this indemnity, cooperate with the Indemnifying Party in the investigation

and defense of the same, and allow the Indemnifying Party to control the negotiation, litigation and settlement of the claim.

We shall defend or settle (at our expense and discretion) any action or proceeding brought against you based upon a claim that the Technical Elements violate or infringe any existing patent, copyright, trademark, or trade secret provided you notify us promptly in writing and give us all necessary information and authority required for the defense or settlement of such action or proceeding, but we shall not be responsible for any cost or expense incurred or compromise made by you without our prior written consent or for any expenses incurred by you (including legal fees and expenses) in investigation or participation in any such action or proceeding. Our undertaking to indemnify and hold harmless shall not apply if the infringement or violation of rights is due to any modification or alteration of the Technical Elements that was not provided to you by us, by your use of a non current copy or by combination of a Technical Element or portion thereof with an element owned by any third party that is not specifically authorized. Our undertaking to defend, indemnify and hold harmless shall be limited to the extent that any delay by you in giving notice to us adversely affects our defense of, or ability to settle, such claim. If any Technical Element or portion thereof is, in our opinion, likely to be or becomes the subject of a claim of infringement of any patent, copyright, trade secret or proprietary right of any third party, we may at our option and expense, procure for you the right to continue using that portion affected, modify it to become non infringing (so long as the Technical Element, as modified, has functionality substantially equivalent to that provided at the time of such modification) or substitute a Technical Element of functionality substantially equivalent to that provided at the time of substitution; if we are reasonably unable to modify, substitute or procure the right to continue using the subject Technical Element, we may require that you remove the Technical Element, and you shall promptly return or destroy all copies of such Technical Element and receive a pro-rata refund of the fee paid thereof, less accumulated depreciation calculated on a straight line method over a useful life of four (4) years from the Effective Date. You agree, as a material term of this Agreement, that your rights and remedies for any breach of any representation or warranty by us herein shall be provided in this Agreement as your exclusive remedy and that we shall have no liability to you or others except as provided herein.

7. Terms of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCT LIABILITY OR STRICT LIABILITY) EXCEED THE AMOUNTS PAID TO US FOR THE CURRENT TERM'S SERVICE FEE FOR THE SERVICE GIVING RISE TO SUCH CLAIM OR ACTION BY CUSTOMER.

WITH REGARD TO OUR SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, WE DISCLAIM ANY LIABILITY TO YOU AND YOU ASSUME THE ENTIRE RISK FOR (A) THIRD PARTY INFORMATION PROVIDED TO CUSTOMER FOR WHICH WE HAD NO REASON TO KNOW CONTAINED FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION DESPITE REASONABLE EFFORTS USING ESTABLISHED VALIDATION METHODOLOGY; (B) YOUR ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF THE SERVICES; (C) THE SECURITY OF YOUR TRANSMISSION OF INFORMATION RECEIVED AS A RESULT OF THE SERVICES TO OTHERS WITHIN YOUR ORGANIZATION BY MEANS OF AN EMAIL FEATURE OF THE SERVICE; AND (D) THE USE OF ANY THIRD PARTY LINKS, UPDATES, UPGRADES ENHANCEMENTS, NEW RELEASES, NEW VERSION OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF THE SERVICE.

THIS AGREEMENT ALLOCATES RISK BETWEEN THE PARTIES AND OUR PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION.

8. Dispute Resolution and Escalation Policy

The parties shall make good faith effort to resolve without resort to binding arbitration or litigation, any dispute arising under or related to this Agreement. If the parties do not agree upon a resolution of the dispute either party may elect to abandon negotiations. At such time, the parties may pursue any remedy available to them at applicable law or equity.

9. Confidential Information

Each party acknowledges that it and its employees or agents may, in the course of the Agreement, be exposed to acquire information that is proprietary or confidential to the other party.

Definition: "Confidential Information" shall include (a) any information relating to a party's research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, customer and vendor relationships, financial information and other similar business information of a confidential nature; (b) other proprietary information, technical guides, technical data or know how, including, but not limited to, that which relates to your hardware, software, screens, specifications, designs, plans, drawings, data prototypes, discoveries, security policies, passwords, access codes and the like; (c) the methods, systems, data and materials used or provided by us in the performance of services pursuant to this Agreement. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel; (b) publicly available through no act or omission of the receiving party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations, testing discovery results and the like insofar as such information does not identify your company and/or its products, applications or services.

Use: Each party agrees to use Confidential Information received from the other party pursuant to this Agreement solely in connection with the performance of such party's obligations under this Agreement. Each party agrees to use reasonable measures, no less stringent than those measures used by the party to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from disclosure to any third party. Unless authorized to do so in writing by the other party, neither party, nor any third party acting on either's behalf, will for any reason use or disclose to any person any of the other party's Confidential Information. The term "person" as used in this section shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Agreement shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Agreement. In the event that a party is required to disclose Confidential Information to a court or government agency or pursuant to any applicable law, such party shall, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this Section, a party required to disclose Confidential Information shall cooperate with the party claiming confidentiality of the information in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

Privacy Statement: SECNAP maintains strict confidential and security of records in compliance with Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Sarbanes Oxley Act (SOX) and the Gramm-Leach-Bliley Act (GLBA), in addition to other federal and state laws. SECNAP will not be accessing, processing or recording any Confidential Information as part of this Agreement.

10. Non-Solicitation of Employees

Except with the prior written consent of the other party, both parties to this Agreement agree that, during the term of this Agreement and for a period of twelve (12) months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was an employee of either party at any time during the term of the Agreement, to leave such employment.

11. Cooperation

You shall coordinate and manage your employees, contractors or agents to facilitate the performance of the SOW by us. You shall be responsible for, and we may rely upon, the accuracy, timeliness and completeness of all data, reports and other information you supply us. You agree that prompt review and acceptance of any part of the SOW requiring acceptance is required to ensure compliance with any milestones or other specified deadlines. Any commitments we make in this Agreement or any SOW are contingent upon you meeting your obligations, as defined here. You will make management and technical personnel who will work with us and will perform those activities described as your responsibility in the SOW reasonably available to us. Each party will designate and maintain during the term of the Agreement a point of contact, and will notify the other party of the name of such point of contact who will have the authority and power to make decisions with respect to actions to be taken in connection with this Agreement and all documentation included in a SOW. You will make available to us hardware, software, data, services and documentation required by us to perform the SOW. We agree to treat this information with confidentiality as provided in this Agreement and to only use this information as required to provide products and services indicated in the SOW. You shall obtain all government approvals, licenses, and permits necessary for completion of the Statement of Services, if any. If required by the SOW you shall prepare any installation site in accordance with our instructions ensuing that any equipment that interfaces with your computer system operates in accordance with the manufacturer's specifications. If you fail to make any preparations required by an SOW, and this failure causes us to incur costs during our service, you agree to reimburse us for these costs.

12. General Provisions

Severability & Waiver: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provisions hereof.

Headings: Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provisions.

Applicable Law and Language: This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard for its conflicts of law provisions. In the event of any litigation concerning the terms of this Agreement, exclusive jurisdiction and venue shall reside in the State courts located in Broward County, Florida, and the parties hereto consent to such jurisdiction and venue. The language for all communications regarding this Agreement shall be English.

Attorneys' Fees: Should any party hereto reasonably retain counsel for the purpose of preserving, determining, enforcing, or preventing the breach of any rights hereunder, including, but not limited to, instituting any action or proceeding to enforce any provision hereof, for a declaration of any alleged breach of any obligations hereunder or for any other judicial remedy; then if said matter is settled by judicial determination (which term includes arbitration), the prevailing party whether at trial or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, all attorneys' fees and costs actually incurred for the services rendered to such prevailing party. Further, the prevailing party shall be entitled to additional awards of attorneys' fees for services reasonably rendered in aid of enforcing such judgment or award or in collecting any monies awarded therein

Force Majeure: With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform it obligations by reason of fire, earthquake, flood or any failure or delay of any transportation, power, computer or communication system or any other or similar cause beyond that party's control.

Assignment: Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however that either party shall not have the right, upon written notice to the other party, to assign this Agreement to any person or entity that acquires all or substantially all of such party's business or assets. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

Entire Agreement & Amendment: This Agreement states the entire understanding of the parties relating to the subject matter thereto and supersedes all prior discussions and negotiations and may only be modified in writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties may sign facsimile or electronic copies of this Agreement that shall be deemed originals. Any amendment of this Agreement shall be in writing signed by duly authorized personnel of each party. Communication by electronic mail shall not be construed as an effective amendment to the Agreement.

Notice: Any notice or communication required to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed postage prepaid, if to SECNAP to the above address, and if to the customer to the address above or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice shall be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

Independent Contractors: The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between SECNAP and Customer. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

Signatures

Intending to be legally bound and having reviewed this Agreement in its entirety, SECNAP and Customer have caused this Agreement to be executed by their authorized representatives effective as of the date written below.

	SECNAP Network Security Corp.	Customer Information
Effective Date		
Authorized Signature		
Printed Name		
Title		
Company Name	SECNAP Network Security	
Address	3250 West Commercial Blvd Suite 345	
City, State Zip	Fort Lauderdale, FL 33309	
Telephone	844.638.7328	

3250 West Commercial Blvd #345, Ft Lauderdale, FL 33028

1.844.638.7328 | www.secnap.com

Contract Number: 47QTCA19D00GE

Period Covered by Contract: 08/01/2019 – 08/01/2024

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Schedule Title: **MAS** – Multiple Award Schedule

SIN 511210 -Term Software License - SUBJECT TO COOPERATIVE PURCHASING

NAICS 511210

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN 511210-Term Software License

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: See attached Pricelist

1c. HOURLY RATES (Services Only): N/A

2. MAXIMUM ORDER*:

The Maximum Order for the following Special Item Numbers (SINs) is $500,000

3. MINIMUM ORDER: $500

4. GEOGRAPHIC COVERAGE: Domestic and overseas delivery.

5. POINT(S) OF PRODUCTION: N/A

6. DISCOUNT FROM LIST PRICES: Net GSA pricing is listed in the attached Pricelist

7. QUANTITY DISCOUNT(S): See attached Pricelist

8. PROMPT PAYMENT TERMS: 0%, Net 30 Days

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: Installation of CloudJacketX is typically dependent on the client's service windows otherwise solution can be turned on in less than 5 business days depending on shipping times if device is needed.

11b. EXPEDITED DELIVERY: Contact SECNAP

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact SECNAP

11d. URGENT REQUIREMENTS: Call SECNAP if there are urgent time requirements.

12. FOB POINT: Destination

13a. ORDERING ADDRESS:
SECNAP Network Security Corp
3250 West Commercial Blvd #345
Fort Lauderdale, FL 33309

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

14. **PAYMENT ADDRESS:**
SECNAP Network Security Corp
3250 West Commercial Blvd #345
Fort Lauderdale, FL 33309

15. **WARRANTY PROVISION:** Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** N/A

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** N/A

25. **DUNS NUMBER: 131760675**

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

b. INSTALLATION, DE-INSTALLATION, RE-INSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirement of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Please see pricelist for warranty details.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty; the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: **N/A**

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

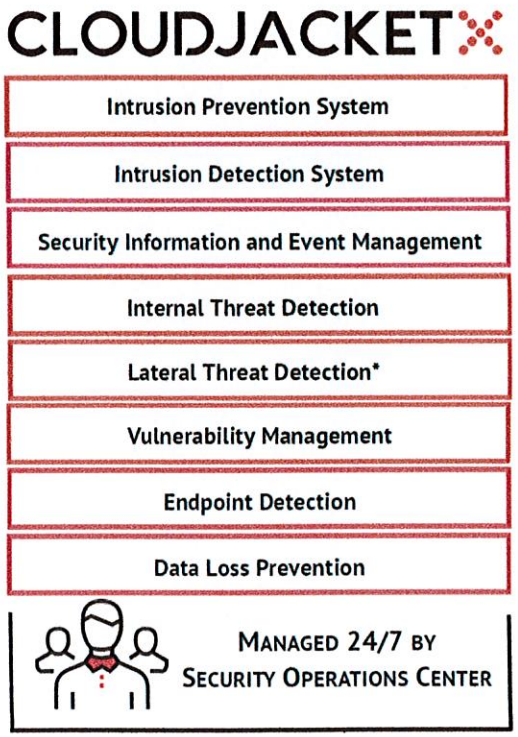
When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

CLOUDJACKETX

CloudJacketX is a managed security solution developed to address the major pain points of IT teams such as alert fatigue, lack of resources and the shortfall of vulnerability visibility. Our patented and patent pending solution manages, detects and responds to ongoing cybersecurity threats. We protect against data breaches by leveraging our technology and highly trained security experts who monitor your network around the clock and in real-time.

Our security analysts are dedicated to reviewing every alert and identifying, confirming and blocking threats. The team will get to know your business policies and tailor our service to ensure that security does not interrupt legitimate business. Less than 1% of alerts will actually need any intervention from your team. This frees up your inbox from unread alerts and eliminates labor intensive log analysis.

Our real-time dashboards and reports provide visibility and facilitate regulatory compliance. CloudJacketX is a SOC 2 compliant solution and based out of a datacenter in the US. We value customer service and consider our SOC experts as an extension of your team.



Detection and Prevention Technology works in-line to actively detect and block based on severity, source, reputation, geography and custom tuning. Advanced heuristics and deep packet inspection detect anomalous activity before it enters the network.

Internal Threat Detection is designed to mimic legitimate services, such as servers and file shares, in order to attract and detect unauthorized access, which provides effective protection against Advanced Persistent Threats, Ransomware, and Insider Threats.

Lateral Threat Detection can be enabled in CloudJacketX by utilizing our LAN sensors in your network. This allows our SOC to detect events between hosts and working locations. *Availability based on configurations.

Flexible Deployment Options that will easily evolve with your company's technology. We are ready to protect your data in Google Cloud, AWS, Azure, on-premise or a hybrid combination. CloudJacketX is affordable and can scale with your company without needing to hire additional personnel.

SECNAP NETWORK SECURITY

CLOUDJACKETX

CloudJacketX Tier Description	SIN	UNIT OF ISSUE	GSA PRICE (inclusive of the IFF)
CloudJacketX at 5Mb/s @ 95th (P) – Managed Network Security - 2 yr commitment	511210	Per Month based on 95% Throughput	$905.84
CloudJacketX at 20Mb/s @ 95th (P) – Managed Network Security - 2 yr commitment	511210	Per Month based on 95% Throughput	$2,312.21
CloudJacketX at 50Mb/s @ 95th (P) – Managed Network Security - 2 yr commitment	511210	Per Month based on 95% Throughput	$2,970.51
CloudJacketX at 100Mb/s @ 95th (P) –Managed Network Security-2 yr commitment	511210	Per Month based on 95% Throughput	$3,427.52
CloudJacketX at 250Mb/s @ 95th (P) –Managed Network Security-2 yr commitment	511210	Per Month based on 95% Throughput	$5,204.75
CloudJacketX at 500Mb/s @ 95th (P) –Managed Network Security-2 yr commitment	511210	Per Month based on 95% Throughput	$5,730.66
CloudJacketX at 1Gb/s @ 95th (P) – Managed Network Security - 2 yr commitment	511210	Per Month based on 95% Throughput	$7,020.06
CloudJacketX at 10Gb/s @ 95th (P) – Managed Network Security - 2 yr commitment	511210	Per Month based on 95% Throughput	$12,730.77

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender those items that conform to the requirements of this contract. Acceptance shall occur on the day of proof of delivery of the product to the ordering activity.

2. GUARANTEE/WARRANTY

a. Warranty/License

i. SECNAP Network Security. This subparagraph covers all software that is distributed with the SECNAP Network Security product and services, for which there is no separate license agreement between the buyer and the manufacturer or owner of the software.

b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

c. Return Policy. The ordering activity may return products to SECNAP Network Security up to 30 days from the day they are delivered. To return products, you must call SECNAP Network Security Customer Service (844) 638.7328. If applicable, you must ship the products to SECNAP Network Security in their original packaging or equivalent, prepay the shipping charges, and you must insure the shipment or accept the risk of loss or damage during shipment. Returned products must be in as new condition, and all of the manuals, diskettes, power cords and other items included with a product must be returned with it.

3. SOFTWARE MAINTENANCE

a. Software Maintenance as a Product (SIN 511210)

Software maintenance as it is defined: Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a point of contact the purpose of which is to provide user assistance and guidance in the implementation of the operating system software for the first 30 days from the date of acceptance. Technical Assistance is available 24/7/365 through SECNAP Network Security which can be reached at 1.844.638.7328.

5. PERIODS OF TERM LICENSES (SIN 511210)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term Licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so marked shall be subject to the following:

i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

ii. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

iii. Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

iv. The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of

benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software (to the extent that the ordering activity otherwise has been provided access to the software or documentation), provided that the unmodified portions shall remain subject to these restrictions.

v. "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

CLOUDJACKETX

SECNAP NETWORK SECURITY

CloudJacketX Platform Statement of Work

This CloudJacketX Platform Statement of Work ("Agreement") is a part of the Master Service Agreement that has been entered into between SECNAP and the Client identified below. This Agreement consists of the form contained on this page (which must be signed by both parties for this Agreement to become effective) and the following 7 pages attached to this cover page. The date of this Agreement is the later of the dates in the signature panel.

Client Company/Organization Name	City of Opa-Locka		
Client Company/Organization Address	780 Fisherman Street, 4th floor, Opa-Locka, FL 33054		
	Name	**Email**	**Phone**
Main Contact	Lubotes Dauphin	ldauphin@opalockafl.gov	305-953-2868 (O) Ext # 1802
Technical Contact	Lubotes Dauphin	ldauphin@opalockafl.gov	305-953-2868 (O) Ext # 1802
Billing Contact			

☒ CloudJacketX MDR		Setup Fee	Monthly Cost	Annual Cost
Infrastructure Type(s)	☐ #Cloud Instance(s)	☐ #VM(s)	☒ Physical Location(s) (1)	
CloudJacket X Platform Fees – Service Level 100 Mbps		$5,000	$4,500	$54,000
GSA Applied Discounts 47QTCA19D00GE			($1,072.48)	($12,869.76)
Subtotal - CloudJacket X Platform Fees		$5,000	$3,427.52	$41,130.24
☒ CJX MDR - Additional Service Modules		Setup Fee	Monthly Cost	Annual Cost
☒ Dark Web Monitoring	Single Domain Monitoring	N/A	$100	$1200
☐ Security Awareness Training		N/A	N/A	N/A
☒ Internal Vulnerability Scanning	Less than 200 IPs (Annual)	waived	$425	$5,100
☒ External Vulnerability Scanning	Up to 16 IPs (Quarterly Scan)	waived	$315	$3,780
☒ CJX-SIEM	Up to 5 Devices ingest	waived	$1,500	$18,000
Discounts		waived	($2,340	(28,080)
SubTotal – CloudJacket X Additional Service Modules		**waived**	**$0**	**$0**

Summary & Totals	Term	Start Date	End Date	Setup Fee	Monthly Cost	Annual Cost
CONTRACT TERM	3 Year	05/26/2022	05/25/2025	**$5,000**	**$3,427.52**	**$41,130.24**

Comments: CloudJacketX GSA Schedule Contract Number 47QTCA19D00GE

SECNAP Network Security Corporation	City of Opa-Locka
Print Name: Richard Duman	Print Signer's Name:
Title: Vice President	Title:
Signature:	Signature:
Date:	Date:

Section 1. Services

A. **Services Provided.** During the "Term" of this Agreement (as specified in Section 3 of this Agreement), SECNAP will provide to Client those CloudJacketX Platform services and/or products that are marked with an "X" or checkmark in the boxes on the first page of this Agreement (collectively, the "**Services**"). The Services are subject to the terms and conditions of this Agreement.

B. **Description of Services.** The following is a description of the CloudJacketX Platform services and products.

(a) **CloudJacketX Services** which includes the following:

- CloudJacketX on inline device(s) ("SECNAP Equipment") or within virtual environments
- 24x7x365 monitoring and escalation of network intrusion alarms and events
- Real-time security incident response and forensics
- Real-time notification, via Worldwide Edge Attack Sensor Network, of any attack directed at specific Client network versus regional or more general attack
- Escalation in accordance with Client preference (PDA, pager, email, telephone)
- Automatic back-tracing of events
- First-Alert priority vulnerability email service
- Reporting via email daily, weekly and/or monthly
- Real-time metrics available on demand through robust customer dashboard
- Technical consultation as needed regarding the Services.

(b) **Dark Web Monitoring:** SECNAP provides threat intelligence and identity monitoring solutions for organizations. SECNAP will scour the Dark Web to identify, analyze and monitor for compromised or stolen employee data. If data is identified, our Security Operations Center will alert your point of contact. SECNAP will also provide a monthly report of findings.

(c) **Security Awareness Training & Phishing Exercises:** Security Awareness Training SECNAP will provide easy-to-understand, short and visually engaging training videos directed to employee emails. Training will end with an online quiz to verify the employee's retention of the training. Phishing simulations test employees on how they would respond to a real-life phishing attack. SECNAP will send mock attacks at staggered times to track employee behaviors reporting on which employees ignored, clicked or completed the object of the simulated attack.

(d) **Vulnerability Scanning:** Internal vulnerability scans are run from the internal client network to determine if known vulnerabilities can be detected. The automated scanning incorporates a series of tests that address more than 100,000 known vulnerabilities and weaknesses. These tests can be scheduled during pre-agreed upon times and be throttled in such a way as to minimize any impact to the network. If not pre-coordinated, testing will be executed at SECNAP's discretion. SECNAP recommends internal testing be conducted during peak business hours. The external penetration testing component consists of remote scans and tests generated from the SECNAP Secure Operations Center (SOC) to determine if known vulnerabilities can be detected in Internet-facing hosts.

(e) **Managed Security Information Event Management (SIEM):** Provides customers an effective real-time analysis and response to Security-Related Logs pulled from various customer devices, and Network Infrastructure Elements. Managed & Monitored 24/7/365 by SECNAP Security Operations Center, customers are alerted on anomalous activity tuned to customers' environment and thresholds. Observed systems may include network devices, clients, servers, domain controllers, as well as user and privileged user behavioral analytics.

- Real-time security monitoring by 24/7 Security Operations Center
- Threat intelligence and Behavior profiling

- Data & end user monitoring
- Event collection rate suited for very large-scale deployments
- Efficient query performance, even during high event collection
- Highly intuitive log search
- Native support for log sources
- Log storage & search for entire log retention period
- Log data search & display capabilities

(f) **Endpoint Detection and Response (EDR):** Utilizing a lightweight agent installed on client endpoints, EDR service is designed to achieve the following objectives for covered endpoints.

- Collect system logs and Event Data and forward for SIEM Analysis
- Monitor File and Registry Key Integrity
- Inventory Running processes and installed Applications
- Monitor Open Ports and Network Configuration
- Provide Configuration Assessment and Policy Monitoring
- Execute Active SOC Responses such as Host Quarantine to Isolate infected host.

C. Other Matters related to the Services.

(a) **Provided Equipment.** Any malfunction or manufacturer's defects of equipment or software provided by SECNAP to Client or purchased directly by Client used in connection with SECNAP's Services provided hereunder will not be deemed a breach of SECNAP's obligations under this Agreement so long as SECNAP replaces malfunctioning equipment and software as quickly as reasonably possible. Client shall not resell, transfer, export or re-export any SECNAP Equipment, software provided by SECNAP, or any technical data derived therefrom. Client shall not use or transfer any SECNAP Equipment, software provided by SECNAP, or any technical data derived therefrom in a manner that would violate any applicable United States or foreign law.

(b) **Scope of Use.** "Licensed Software" means the following computer software provided by SECNAP: the Client-facing user interface that provides dashboard features and functions to Client, including the ability to run reports, block or unblock specified network and internet traffic, and other similar features as set forth in the SECNAP documentation provided to Client; and the SECNAP secure portal designed to enable secure transmission of sensitive data between SECNAP and Client. Subject to the terms and conditions of this Agreement, SECNAP hereby grants Client a limited license to install and use the Services, Licensed Software and SECNAP Equipment. Client's use of the Services, Licensed Software and SECNAP Equipment shall be for Client's internal business purposes only. Client specifically acknowledges and agrees that it shall not sell, resell, act as a service bureau or otherwise use the Services, Licensed Software (or any other software provided by SECNAP) or the SECNAP Equipment to compete with SECNAP or to provide substantially similar services and products to third parties in competition with SECNAP.

(c) **Place where the SECNAP Equipment and Related Software will be installed.** Prior to the delivery and installation of the SECNAP Equipment and software provided by SECNAP, Client and SECNAP will mutually agree on the exact location where the SECNAP Equipment and related software will be installed and connected to Client's network (the "**Client's Data Center**").

(d) **Resources.** Client is responsible for the accuracy and content of any information provided to SECNAP. During the Term, Client is responsible for providing 24/7 Internet access for its network as well as normal environment for operation of personal computers. Client hereby authorizes SECNAP and its employees, agents, contractors and representatives to enter Client's premises in order to install, maintain, inspect, repair, replace and/or remove devices and software at mutually agreeable times. SECNAP retains full ownership of the CloudJacketX devices and related software to be installed on Client network and has no intent to convey any ownership of such hardware or software to Client as part of this Agreement. Client consents to SECNAP's use of third-party

subcontractors in connection with the performance of the Services; however, SECNAP shall manage and remain responsible for performance of any subcontractors.

Section 2. Fees and Billing.

(a) ***Fees***. Client will pay SECNAP the fees listed on the first page of this Agreement. If fees are not stated on the first page of this Agreement for a certain class of services that Client requests or requires, those additional services shall be the subject of a separate written agreement between Client and SECNAP.

(b) ***Billing***. Charges for fees indicated on the first page of this Agreement as being due at the commencement of the Term shall be due and payable when billed on the execution and delivery of this Agreement ("Effective Date"). All other fees for Services rendered and expenses incurred shall be payable as indicated on the first page of this Agreement, and shall be invoiced by SECNAP on a periodic basis as described on the first page of this Agreement. Payments shall be due upon receipt within fifteen (15) days of the date of each SECNAP invoice. All payments shall be made in U.S. dollars. Invoices not paid when due shall be subject to a late charge of 1.5% per month or the highest rate permitted by law, whichever is less.

(c) ***Taxes***. SECNAP may invoice and Client shall pay all taxes, fees or assessments and other charges imposed on or required to be collected by SECNAP by any governmental agency that may result from this Agreement, or any of the activities contemplated hereunder. Client shall also be responsible for paying all taxes, fees or assessments and other charges imposed on Client by any governmental agency that may result from this Agreement or any of the activities contemplated hereunder.

Section 3. Term, Termination.

(a) **Term of the Agreement.** The initial term of this Agreement shall begin on the "Service Commencement Date" (as defined below) and shall continue until the "End Date" (as set forth on the first page of this Agreement). Thereafter, this Agreement shall be renewed automatically in one-year intervals (with the initial automatic renewal date being on the End Date, and thereafter on each annual anniversary of the End Date in each year), unless either Party terminates this Agreement by written notice given to the other Party during the 30-day period prior to an automatic renewal date (the "Term"). This Agreement also may be terminated in accordance with section 3(b) hereof.

(b) **Termination.** This Agreement also may be terminated in any of the following ways:

i. Client may, in its sole discretion, terminate this Agreement immediately, in the event that SECNAP has materially breached a material provision of this Agreement and not cured such default within 30 days after receipt of written notice of such default. In this event, SECNAP shall be entitled: to retain any fees that previously have been paid; and to be paid for all work performed through the date of termination for which fees were not previously paid. Client shall not be entitled to any refund of fees previously paid in the event of termination of this Agreement under this Section 3(b)(i).

ii. SECNAP may, in its sole discretion, discontinue performance hereunder or terminate this Agreement on written notice to Client in the event: (A) that Client is in default of its payment obligations hereunder; or (B) that Client has materially breached a material provision of this Agreement, and such breach is not cured within thirty (30) days after written notice thereof.

(c) **Effectiveness of Agreement.** Notwithstanding any termination of this Agreement or reaching the end of the Term, this Agreement shall continue to govern the rights and duties of the parties hereto with respect to the subject matter of this Agreement, until six months after the latest to occur of: the end of the Term; termination of this Agreement in accordance with subparagraph (b) above; or the date as of which all SECNAP Equipment has been returned to SECNAP and all copies of the Licensed Software and any other software provided by SECNAP has been deleted. Notwithstanding the foregoing, the confidentiality provisions of this Agreement, and the matters described under the paragraph entitled "Survival" below, shall each continue in full force and effect for the time periods stated therein.

(d) "**Service Commencement Date**" means that date that is identified on the first page of this Agreement as the "Start Date" as of which the Services are provided.

(e) **Return of Equipment on Termination of Agreement.** At the end of the Term of this Agreement, or in the event this Agreement terminates earlier under Section 3(b), then Client shall return the SECNAP Equipment (and any other SECNAP equipment in its possession, including the Licensed Software and any other software provided by SECNAP) no later than 30 days after the date of termination. Client shall deliver, or cause to be delivered or returned, to SECNAP all physical property and electronic media that contains any of SECNAP's Intellectual Property, and to delete from its networks, hardware, and cloud implementations, all copies of the Licensed Software and any other software provided by SECNAP, and to provide SECNAP with appropriate confirmations that all such software has been deleted. If Client fails to timely return the SECNAP Equipment and provide appropriate confirmation that the software has been deleted (together with any other SECNAP equipment in its possession), then Client shall pay SECNAP the sum of actual damages SECNAP incurs, which amount shall be due and payable on the 30th day after the date of termination of the Agreement.

Section 4. Representations and Warranties.

(a) **Client Warranties.** Client represents and warrants to SECNAP: (i) that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to install and authorize SECNAP to use the SECNAP Equipment and related software in the Client's Data Center; and (ii) that Client will not use the SECNAP Equipment and related software in any manner that would violate any applicable law or regulation.

(b) **SECNAP Warranties.** SECNAP represents and warrants to SECNAP that it possesses the right to license the Services.

(c) **Disclaimers by SECNAP.** THE SERVICES ARE PROVIDED "AS IS." EXCEPT FOR THOSE WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, SECNAP DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THOSE WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, SECNAP DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR ON A COMPLETELY SECURE BASIS. SECNAP MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO, AND SPECIFICALLY DISCLAIMS ANY WARRANTY AGAINST INFRINGEMENT WITH RESPECT TO, ANY EQUIPMENT OWNED, LEASED OR USED BY CLIENT, OR OTHER HARDWARE OR SOFTWARE DELIVERED IN CONNECTION HEREWITH. CLIENT HEREBY WAIVES ALL RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE TO MAKE REPAIRS OR ALTERATIONS TO THE SECNAP EQUIPMENT AND ANY OTHER SOFTWARE OR HARDWARE PROVIDED TO CLIENT BY SECNAP.

Section 5. Limitation of Liability. CLIENT'S RIGHTS AND REMEDIES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. IN NO EVENT WILL SECNAP BE LIABLE TO CLIENT, ANY EMPLOYEE, AGENT OR CONTRACTOR OF CLIENT, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, IN RELATION TO THE CLIENT'S DATA CENTER, ANY EQUIPMENT, ANY SERVICES, ANY SOFTWARE, CLIENT'S BUSINESS OR OTHERWISE, WHICH CLAIMS INVOLVE PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT FOR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, SECNAP'S LIABILITY TO CLIENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO SECNAP DURING THE PRECEDING TWELVE (12) MONTHS.

Section 6. General Provisions.

(a) **Relationship with MSA.** This Agreement constitutes a "Statement of Work" or "SOW", as those terms are defined/referred to in the Master Service Agreement entered into between SECNAP and Client. For the purposes of this Agreement, the Master Service Agreement shall be considered to be the most recent such document that has been entered into between SECNAP and Client, and if a revised, amended, or amended and restated Master Service Agreement is entered into between Client and SECNAP in the future, then the Master Service Agreement for purposes of this Agreement shall be considered the then-current version of the Master Service Agreement.

(b) **No Third-Party Beneficiary.** It is the explicit intention of the parties hereto, that no person or entity other than the parties to this Agreement and their respective successors and assigns is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties.

(c) **Relationship of the Parties.** Neither party will have the authority to make any representations, claims or warranties of any kind on behalf of the other party or on behalf of such party's licensors or suppliers. Neither party hereto is an employee, agent, joint venturer or partner of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either SECNAP or any employee or agent of SECNAP. Neither party shall have the power or authority to bind or obligate the other.

(d) **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, act of terrorism, fire, natural disaster, accident, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party.

(e) **Assignment.** This Agreement and the rights and obligations hereunder shall not be assigned (including, without limitation, by way of merger, consolidation, sale of assets or change in control involving Client or SECNAP, or otherwise) or otherwise transferred by either party without the prior written consent of the other party, which consent may be unreasonably withheld, and no assignment shall relieve the assigning party of its obligations hereunder. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(f) **Notices.** All notices required hereunder shall be delivered by one or more of the following methods:
   i. personally;

ii. by overnight courier (e.g. Federal Express or UPS);
iii. by certified or registered mail, return receipt requested; or
iv. sent by telecopy or facsimile transmission, answer back requested;

in each such case addressed to the party to be notified at the respective addresses set forth above, and to the attention of the person or persons who have executed this Agreement on page 8 hereof.

(g) **Waiver.** Any waiver of any right or default hereunder shall be effective only if given in writing and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

(h) **Severability.** No determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid or otherwise unenforceable shall operate to invalidate or render unenforceable any other term or provision of this Agreement and all remaining provisions shall be enforced in accordance with their terms.

(i) **Counterparts and Signatures.** This Agreement and any amendment thereto may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same single document, and any such counterpart containing an electronically scanned or facsimile signature will have the same effect as original manual signatures.

(j) **Governing Law.** This Agreement will be governed by and construed under, and the legal relations between the parties hereto will be determined in accordance with, the laws of the State of Florida, without giving effect to such state's conflict of law principles.

(k) **Headings.** The section headings are for reference and convenience only and will not be considered in the interpretation of this Agreement.

(l) **Entire Agreement.** This Agreement, including any other attachments, exhibits and schedules hereto, which are hereby incorporated by reference into this Agreement, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements, oral or written, relating to its subject matter. There are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement may not be amended, altered or modified except by a writing signed by the parties.

(m) **Due Authority.** Each party represents to the other that it is duly authorized to execute this Agreement and to perform its obligations hereunder according to the terms set forth herein. Each party further represents that its execution of this Agreement and performance of its obligations hereunder are not and will not be in violation of any obligations it may have to any third party.

(n) **SECNAP Intellectual Property.** Client covenants, represents and warrants, notwithstanding any other provision of this Agreement, that it shall in no way interfere with, impair, disseminate or cause dissemination of, or decompile, disassemble or reverse engineer, copy, modify or translate any SECNAP Intellectual Property (as defined below). Client shall have no right, title, claims or interest in or to the SECNAP Intellectual Property and no license of SECNAP Intellectual Property is intended or implied, beyond the limited use license and restrictions on use stated herein. Client may not use the SECNAP Intellectual Property or related documentation, other than in connection with the Services and in accordance with this Agreement, or grant any other person or entity the right to do so. Upon the expiration or termination of this Agreement for any reason, Client shall deliver, or cause to be delivered or returned, to SECNAP all physical property and electronic media that contains any of SECNAP's Intellectual Property. "**SECNAP Intellectual Property**" means any and all "Inventions" (as defined below) and other information (whether conveyed visually, orally or in writing) owned by SECNAP or in which SECNAP has "Rights" (as defined below),

about algorithms, trade secrets, computer software, designs, technology, ideas, know-how, show-how, products, services, processes, data, techniques, improvements, inventions (whether or not patentable), works of authorship, and other information concerning SECNAP's actual or anticipated business, technologies, research or development, or which is received in confidence by or for SECNAP from any third party. "**Rights**" means any and all patent rights, copyright rights, trade secret rights, sui generis database rights and all other intellectual property, industrial property and proprietary rights recognized anywhere in the world, now or in the future. "**Inventions**" means any and all improvements, inventions (whether or not patentable), works of authorship, derivative works, trade secrets, technology, computer software, algorithms, formulas, compositions, ideas, designs, processes, techniques, know-how and data made, conceived, reduced to practice or developed (in whole or in part, either alone or jointly with others).

(o) **Survival.** The parties agree that the provisions herein regarding intellectual property ownership, confidentiality, indemnification and limitation on liability shall survive any termination, expiration or cancellation of either this Agreement or the license to use the Services, Licensed Software and equipment granted herein.

(p) **Certain Interpretations.** The Section and Paragraph headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section or Paragraph. Pronouns, wherever used, and whatever gender, shall include natural persons, companies, partnerships, trusts, corporations, and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Whenever the terms "hereof", "hereby", "herein", "hereunder" or words of similar import are used in this Agreement, they shall be construed as referring to this Agreement in its entirety rather than to a particular section, paragraph or provision. References in this Agreement to articles, sections, paragraphs, subsections, schedules or exhibits are to articles, sections, subsections, paragraphs, schedules or exhibits in or to this Agreement unless otherwise stated. The term "person" shall mean any governmental authority or any individual, firm, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization or other entity or organization. In construing this Agreement, a defined term has its defined meaning throughout this Agreement, regardless of whether it appears before or after the place where it is defined. The language used in this Agreement shall be deemed language chosen by the parties to express their mutual intent, each having an equal opportunity to participate in the drafting of the provisions hereof; accordingly, in construing this Agreement, no party shall be presumed or deemed to be the "drafter" or "preparer" hereof and no rule of strict construction shall be applied against any party.

(q) **NO JURY TRIAL.** EACH PARTY HERETO WAIVES HIS, HER OR ITS RIGHT TO A JURY TRIAL IN THE EVENT OF ANY DISPUTE OR LITIGATION ARISING HEREUNDER OR UNDER ANY RELATED TRANSACTION OR DOCUMENT EXECUTED IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the first page above, entitled "Statement of Work – "CloudJacketX Platform Statement of Work".

This Statement of Work for "CloudJacketX Platform Statement of Work" ("Agreement") is a part of the Master Service Agreement that has been entered into between SECNAP and the Client identified on the first page.

Local Governments Are Under Attack

Hackers commonly breach municipal IT systems

by Sandy Reeser
VC3

BUSINESS WATCH

Business Watch connects businesses and local government elected officials, leaders and management, and it provides a unique network to share knowledge necessary to both the public and private sectors.

Together, Business Watch government and corporate members are a powerful coalition to better our economy, influence public policy and strengthen our communities.

Visit **businesswatchinc.com** to learn more.

Can you imagine how more than 600,000 residents would feel about not being able to call an ambulance, a fire truck or a police officer? That happened in Baltimore when its 311 and 911 systems were hacked in 2018. The city lost its 311 and 911 services for 17 hours.

Also in 2018, Atlanta, a city with almost half a million people, was without many city services for a week due to hacking. Police were handwriting reports of crimes. The courts were backlogged. People couldn't pay their municipal bills. Even more recently, in March 2019, Jackson County, Ga., paid $400,000 in ransom to hackers to recover its encrypted data.

These cyber incidents not uncommon. Local government has become one of the top hacker targets. Many cities are attacked every day, and some of them are attacked on an *hourly* basis, according to the ICMA Cybersecurity Research Report. (To access the information in the report, go to *icma.org/documents/cybersecurity-survey-snapshot*.)

Municipalities face two significant challenges in fighting this battle.

First, unlike commercial businesses, local governments are required by law to publish a lot of information about their daily operations. This requirement is certainly positive from the perspective of transparency to your citizens, but unfortunately, it also provides hackers with information that they can exploit to gain access to your data and your cash.

Additionally, most local governments cannot afford to hire full-time security experts, and current staff are not equipped or have the time to become security experts or to maintain a working knowledge of this rapidly changing landscape.

No city is immune. Most hacking attempts go undetected unless the hackers deliberately set out to make their feat obvious. Breaches sometimes aren't discovered for months.

Many cities are stuck with aging infrastructure, outdated software and ancient technology, along with weak security policies and limited budgets. They are fighting a battle against hackers who are incredibly skilled in their field, possess the latest hardware and technology, and are determined to demonstrate their computer prowess in the most extravagant fashion possible. Many more hackers are in it strictly for the money.

PROTECTION FROM HACKERS

Your email system is a prime target for attack. The following steps will help you protect it from hackers.

Educate your employees. Employees shouldn't open any attachment that isn't expected or isn't from a known source. If there is anything suspicious about it, they should call the sender and ask if he or she sent it or contact their technology staff person.

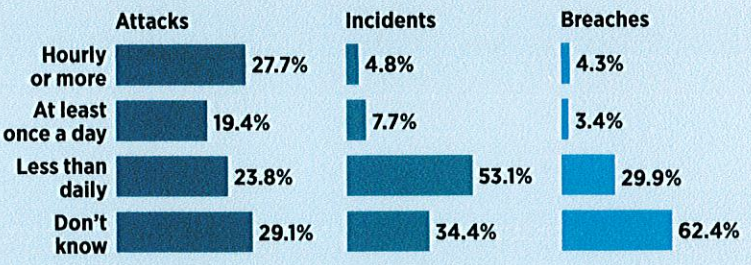
Incorporate anti-spam filtering on your email system. Anti-spam filtering will rid your system of most of the threats, but filtering is meant to supplement the education of your workers. You must teach employees not to assume that everything in email is safe.

Have up-to-date software. Even if you have the latest operating system, it is essential that regular updating and patching is performed to ensure your system stays secure and minimizes your exposure to hackers.

The security of your software and email are only part of the equation. If you believe your city needs outside assistance, consider engaging with a technology partner that specializes in local government security analysis.

Sandy Reeser is CEO of VC3 Inc., an IT services and computer consultant. For more information, call Christie Williams with VC3 at (404) 790-3885. QC

ICMA REPORTED ATTACK RATES



Attacks are attempts to gain unauthorized access to cause mischief or do harm. Incidents are events that compromise confidentiality, integrity or availability of a computer system. Breaches are incidents that result in confirmed disclosure of information to an unauthorized person.

Source: 2016 Cybersecurity Survey conducted by ICMA, the International City/County Management Association, and the University of Maryland, Baltimore County.

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A PAVEMENT, SIDEWALK AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT; FURTHER AUTHORIZING AN EXPENDITURE OF UP TO $3,000.00 FOR ADVERTISING: PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka is in need of a Condition Assessment for Pavement , Sidewalk and additional City Assets;

WHEREAS, the Interim City Manager recommends the City Commission obtain proposals from qualified right-of-way asset data collection consultants through a Request for Proposal ("RFP") focusing on Sidewalk and Pavement Condition Index (PCI) and prepare a Pavement and Sidewalk Management Program, including Additional Assets (trees, streetlights, road signs and road striping); and

WHEREAS, Proposers shall have sufficient expertise and experience to complete the work described in the Scope of Services and conduct a condition survey of the City's roadway network and provide technical support for creating the City's management program for these assets. The information gathered will be integrated into the City's Geographic Information System (GIS).

WHEREAS, the City desires to issue a RFP for Pavement, Sidewalk and Additional City Assets Condition Assessment; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP for Pavement, Sidewalk and Additional City Assets Condition Assessment and further authorizes the expenditure of up to Three Thousand Dollars ($3,000) for advertising the procurement, if appropriate.

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

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

Section 2. AUTHORIZATION

The Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to issue a Request for Proposals (RFP) for a Pavement, Sidewalk and Additional City Assets Condition Assessment, attached hereto as Exhibit "A"; and further authorize the expenditure of up to Three Thousand Dollars ($3,000.00) for advertising purposes.

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

Section 4. EFFECTIVE DATE.
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
Veronica J. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06.22.2022*		**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**	
	Est. $3,000		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:** CIP		City Manager		

Short Title:

A resolution authorizing the City Manager to issue an RFP for a Condition Assessment for Pavement, Sidewalk, and additional City Assets.

Staff Summary:

The intent of this Request for Proposal is to obtain proposals from qualified right-of-way asset data collection consultants focusing primarily on Sidewalk and Pavement Condition Index (PCI) to provide professional services to prepare a Pavement and Sidewalk Management Program, including Additional Assets (trees, streetlights, road signs and road striping). Proposers must have sufficient expertise and experience to complete the work described in the Scope of Services to conduct a condition survey of the City's roadway network and provide technical support for creating the City's management program for these assets. The information gathered will be integrated into the City's Geographic Information System (GIS).

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be $3,000, with funding available in the Non-Department Other Advertising budget 19-515491. ($9,318 available).

Proposed Action:

Staff recommends the approval of this request to issue the RFP to seek proposals from qualified companies.

Attachment:

Draft RFP

City of Opa-locka

RFP NO: 22-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

CITY OF OPA-LOCKA
RFP NO. 22-XXXXXXX

PAVEMENT, SIDEWALK, AND ADDITIONAL

CITY ASSETS CONDITION ASSESSMENT

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-XXXXXXX

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Sealed Proposals for the PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT 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, August 2, 2022 by 2:00 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 PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT.**

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 a contract to that proposer whose proposal best complies with the **RFP NO: 22-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Thursday, July 14, 2022 at 10:00 a.m.** at 780 Fisherman Street, Ste. 220, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA

RFP NO. 22-XXXXXXX

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT services for the City.

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 2:00 pm on Tuesday, August 2, 2022. 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. 22-XXXXXXX – PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT.** 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 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 affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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

MINIMUM SPECIFICATIONS

2. GENERAL REQUIREMENTS:

2.1 The intent of this Request for Proposal is to provide proposals from qualified right-of-way asset data collection consultants focusing primarily on Sidewalk and Pavement Condition Index (PCI) to provide professional services to prepare a Pavement and Sidewalk Management Program (PMP) Additional Assets listed below. Proposers must have sufficient expertise and experience to complete the work described in the Scope of Services and to conduct a condition survey of the City's roadway network and provide technical support for creating the City's Pavement Management System (PMS). The information gathered will be integrated into the City's existing Geographic Information System (GIS) layers.

The City reserves the right to amend the terms of this "Request for Proposal" (RFP), to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort consultants have spent on their responses.

2.2 **TECHNICAL SPECIFICATIONS:**

2.2.1 The City of Opa-locka has approximately 95 lane miles +/- of roadway. Approximately 80 percent of the road network is local streets. Pavement and sidewalk sections are measured from intersection to intersection in the City's network. This project will update every road section's Pavement Condition Index and other identified assets within the city. Please refer to Attachment A for a map that illustrates the roads within the City's Road network.

2.3 REQUIRED ELEMENTS

2.3.1 Physically evaluate the pavement condition of all City streets and determine a Pavement Condition Index (PCI) rating for each street section, pursuant to applicable standards.

2.3.2 Physically evaluate the condition of all City sidewalks to measure sidewalk defects, such as Uplifts, Bumps, Holes, Cracking & Surface Texture.

2.3.3 Compliance with ADA Sidewalk Width

2.3.4 Compliance with ADA Ramps, measuring the following attributes:
ramp slope & cross slope, road slope & cross slope, flare slopes, ramp width, landing area, tactile pad (present/not present/condition).

2.3.5 Curb GIS Database contractor will determine curb locations, from front or side facing imagery.

2.4 **PAVEMENT CONDITION SURVEY**

2.4.1 All arterial and collector roadways shall be tested and driven in each direction, resulting in two full passes. The City maintains approximately 95 lane miles +/- of roadway.

2.4.2 Vendor shall not survey private property beyond the City's Right of Way (ROW)

2.4.3 Provide pavement surface type (asphalt, concrete, brick)

2.4.4 Provide if pavement markings are on the street.

2.4.5 Provide surface imaging and/or video of the network that can be integrated into the approved Pavement Management Software and provided to the City.

2.5 **INPUT AND ANALYSIS:**

2.5.1 Generate a report consisting of an executive summary of the current City street inventory with associated data such as street limits, length, width, type of paving, classification, area of street, segment PCI and zone. The report shall also contain the total number of streets, the prior work history performed, identification of newly added Branches and Sections, projections of pavement quality based on different scenarios and a maintenance program for a 5-year program beginning in FY 2022-2023.

2.5.2 Generate predictions for scenarios listed below, based on information provided by the City over a 5-year period and provide repair strategy recommendations based on the actual budget. Consultant shall also prepare results for each scenario listed below. Annual budgets will be provided by the City to the successful Consultant.

a) Scenario 1 – Budget required to maintain PCI from report.
b) Scenario 2 – Budget required to achieve a 70 PCI.
c) Scenario 3 – PCI change with current funding.
d) Scenario 4 – PCI change with an additional $200,000 of funding per year.
e) Scenario 5 – PCI change by resurfacing the lowest 5 PCI streets per year.

The report shall identify a sample of a City Street within each range of PCI's, with a photo of the street, and provide a summary/description of the existing condition of the street and a resurfacing strategy.

The report shall contain a map that shows the current zones PCI and a map that shows the zone PCI's at the end of the 5-year program based on the current budget to show the result of the 5-year program. A list in narrative form shall also be within the report to identify the result of the 5-year program.

The City will provide estimated street repair costs for slurry seals, cape seals, overlays and reconstruction based on recent bids. This shall be used by the Consultant for estimating street resurfacing costs for each street, as specified above.

2.6 Additional Asset Collection

2.6.1 Paving Markings

A visual review of the markings which shall determine the current condition and whether maintenance is required.

Attributes	Description
Category*	Left Turn, Right Turn, Crosswalk etc.
Location*	Global Positioning System (GPS) location (+/- 2 meters)
Condition	The analysis will be conducted from intersection to intersection and given a rating of either Good, Fair or Critical. If the length of the road is longer than 1,000 ft, the analysis will be broken up into 1,000 ft segments.

2.6.2 Traffic Signage

Assessment and location of traffic signs; with the following attributes:

Attributes	Description
Sign Category*	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name*	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location*	Global Positioning System (GPS) location (+/- 2 meters)
Sign & Post Condition	Good, Fair, Critical rating assessed through review of daytime digital images

2.6.3 Stormwater, and Water/Sewer Infrastructure

Catch basins, Manholes, Fire Hydrants, Sewer and Water Valves

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 2 meter)

2.6.4 Trees

A visual review of the trees which shall determine the current condition and whether maintenance or replacement is required.

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 2 meter)
Condition	A visual evaluation of the tree to ensure that it is safe for the environment and the property around them

2.6.5 Streetlights

A list of the streetlights that include type, size, condition, light quality, pole number, and street location, and a map of the city's streetlight

Attributes	Description
GPS Location	Global Positioning System (GPS) location (+/- 2 meter)
Verification of lights, type, and size	Sodium Vapor (HPS), Mercury Vapor, LED,
Pole number and Size	
Working condition of lights	Broken sensors, running continuously, intermittent lighting, broken parts, decreased brightness due to dirt and bugs in the fixture, etc.
Light quality:	Lumens, Visibility, Obstruction

In Addition, the proposer shall include:

- Identify and implement a preferred Pavement Management System (such as Street Saver or PAVER).
- Identify feasible rehabilitation alternatives for each street section.

Prepare a 10-year plan for street rehabilitation based on the City's anticipated revenues.

- Identify feasible rehabilitation alternatives for each additional asset assessed.

Prepare a 5-year plan for sidewalk, signage, streetlights, paving markings, trees rehabilitation or replacement based on the City's anticipated revenues

2.7 **PAVEMENT MANAGEMENT SOFTWARE:**

The vendor is to provide a two (2) year user license of the Pavement Management Software that meets the City's goals. The software shall be compatible with ArcGIS and shall be able to transfer data with no extra software. The software shall be able to incorporate data and any other ratings from other sources. The software should be available both on desktop versions and mobile applications or web versions.

The software shall be able to provide:

a.) Minimum of 5 years of resurfacing projections
b.) Resurfacing and Preventative Maintenance breakdown based on the City's budget
c.) Preventative maintenance breakdown, i.e. crack seal, cut and patch, asphalt rejuvenation
d.) A map of the City's network PDF reports with budget and paving information for Administration and City Commission to view.

Training of the approved software shall be provided to designated staff and be included in the cost of the software. Training can either be in person or via Microsoft Teams or another application that is available for the City to use. A training manual shall also be provided.

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 elevator 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
Technical Approach, Management, and Project Understanding Firm's understanding of the project requirements and providing a sound technical and managerial approach to achieving the project's purpose.	25
Qualifications of Key Personnel – Identify and list qualifications of key personnel, team members and sub-consultants proposed to work on this project and their responsibilities with this project. The firm's key personnel should demonstrate experience with similar projects in urban settings within the past 5 years.	15
Past Performance/Similar Experience The firm's prior similar experience, including the work which best illustrates the team's most relevant experience, ability, and expertise to perform the services requested in this RFP, and the firm's past performance on similar projects, ongoing and completed within the past 5 years, including references.	15
Cost and Project Resources and Approach Appropriateness, reasonableness, and competitiveness of the cost proposal. (10 points) Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	35
QA/QC Plan	10
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 presentation 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. 22-XXXXXXX
PROPOSER QUALIFICATIONS

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

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: 22-XXXXXXX

PRICE PROPOSAL FORM

PAVEMENT, SIDEWALK, AND ADDITIONAL CITY ASSETS CONDITION ASSESSMENT

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

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 _____

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:

_____	By: _____
Witness	Signature
_____	_____
Witness	Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date: _____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH BEA ARCHITECTS, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICES RELATED TO THE RELOCATION OF THE CITY OF OPA-LOCKA'S POLICE DEPARTMENT TO THE FIRST FLOOR OF THE CITY'S MUNICIPAL COMPLEX, LOCATED AT 780 FISHERMAN STREET, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND, FIVE HUNDRED TWENTY-TWO DOLLARS AND THIRTY CENTS ($107,522.30); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 3rd, 2018, the City of Opa-Locka's Police Department (the "Department") was relocated to the Municipal Complex within the City of Opa-Locka ("City") because the facility was uninhabitable due to water infiltration and mold infestation.

WHEREAS, the Police Department is not best suited for its current location and the Interim City Manager is recommending that the City's Police Department be relocated to the first floor of the City's Municipal Complex, located at 780 Fisherman Street; and

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka ("City Commission") accepted bid proposals from several firms for continuing professional architectural and engineering consulting services pursuant to RFQ No. 20-0324200. The Commission then authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services. More specifically, the City Commission approved BEA Architects, Inc. as qualified for the services sought; and

WHEREAS, the proposed Police Station interim relocation and renovation will include office spaces, a reception area, meeting rooms, a holding room, an equipment storage room, an evidence room with an independent climate control system, exterior window tints for security and two independent entrances. The relocated Police Station will control entering and exiting the Municipal Complex in off-hours, reducing the need for outsourced lobby security to regular work hours. The project is anticipated to be completed and operational by December, 2022; and

WHEREAS, the services provided by BEA Architects, Inc. for the interim relocation of the Police Station will include: Preparing property conditions assessments; studying existing architectural, floorplans, mechanical, electrical conditions, and supporting infrastructure; identifying requirements for building modifications, and occupancies of proposed building use; identifying code requirements, including utility connections; preparing One-Hundred percent (100%) percent construction documents, including project specifications within the drawings for the bidding and permitting process; and

WHEREAS, the City desires to enter into an agreement with BEA Architects, Inc., attached hereto as Exhibit "A", pursuant to the proposal attached hereto as Exhibit "B", to provide Engineering Consulting Design Services for the Architectural & Engineering Services for the interim relocation of the City's Police Department to the first floor of the Municipal Complex, located at 780 Fisherman Street, in an amount not exceed One Hundred Seven Thousand, Five Hundred Twenty-Two Dollars and Thirty Cents ($107,522.30); and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with BEA Architects, Inc., attached hereto as Exhibit "A", for Continuing Professional Architectural and Engineering Consulting Services as set forth herein.

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to enter into an agreement with BEA Architects, Inc., attached hereto as Exhibit "A", for the provision of Architectural and Engineering Professional Services related to the interim relocation of the City's Police Department to the first floor of the City's Municipal Complex, located at 780 Fisherman Street, in an amount not exceed One Hundred Seven Thousand, Five Hundred Twenty-Two Dollars and Thirty Cents ($107,522.30), pursuant to the proposal attached hereto as Exhibit "B".

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager and approved by the City Attorney without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this _____ day of June, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Adelina Gross			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06/22/2022*		**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** / **No**
						X	
Funding Source: *Account#:*	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

ARCHITECTURAL AND ENGINEERING SERVICES FOR THE INTERIM RELOCATION OF THE POLICE DEPARTMENT TO THE MUNICIPAL COMPLEX FIRST FLOOR PROJECT No. 2022-01-019

Staff Summary:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to enter into an agreement with BEA Architects, Inc for Architectural and Engineering professional services to provide architectural and engineering services for the interim relocation of the Police Department to the first floor of the Municipal Complex located at 780 Fisherman Street Opa-locka 33054.

The Police Department was relocated to the third floor of the Municipal Complex on September 3rd, 2018, because their facility was uninhabitable due to water infiltration and mold infestation. Since then, the department has adapted its standard operations to fit into the Municipal Complex environment; however, it is understandable that the regular affairs handled by the Police Department are not the best atmosphere for this location and it might be a detriment for current and future tenants of the upper floors. Therefore, Staff has identified the project to relocate the Police Station to the first floor of the Municipal Complex as crucial. This is an interim relocation anticipated to last three to four years until a location for a new police station can be determined, funding sources can be identified and a new building constructed.

BEA Architects, Inc, is an architectural firm experienced in the development of such facilities and one of the engineering consulting firms selected in response to the RFQ 20-0324200. The firm was approved by the City Commission to be part of the City's inventory of licensed Architects and Engineers to provide professional architectural and engineering services.

The proposed Police Station renovation will include office spaces, a reception area, meeting rooms, a holding room, an equipment storage room, an evidence room with an independent climate control system, exterior window tints for security and two independent entrances. The relocated Police Station will control entering and exiting the Municipal Complex in off-hours, reducing the need for outsourced lobby security to regular work hours. The project is anticipated to be completed and operational by December, 2022.

The services provided by BEA Architects, Inc. for the interim relocation of the Police Station will include the following:

- Prepare property conditions assessments.
- Study existing architectural, floorplans, mechanical, electrical conditions, and supporting infrastructure.
- Identify requirements for building modifications, and occupancies of proposed building use.
- Identify code requirements, including utility connections
- Prepare 100% percent construction documents, including project specifications within the drawings for the bidding and permitting process.

This request is to accept the proposal for the architectural and engineering services for the interim relocation of the Opa-locka Police Department to 780 Fisherman St. 1st Floor (Municipal Complex) and authorize the use of funding for the project described as follows:

Architectural Design and Engineering Services	$ 107,522.30

Financial Impact

This project, which includes demolition of the former Police Station and the current phase to relocate the Police Station from the third floor to the first floor of the Municipal Complex, is being financed by a $1.125 million State grant. Demolition and remediation of the former Police Station will cost $303,884, with $821,116 remaining available

Account	Description	Available	Project	Remaining Balance
44-541838	Police Station	$821,116.00	$107,522.30	$713,593.70

Proposed Action:

Staff recommends the City Commission authorize the City Manager to enter into an agreement with BEA Architects, Inc for architectural and engineering services for $107,522.30 for the assessment through development of completed construction documents in connection with the relocation of the Opa-locka Police Station to the first floor of the Municipal Complex, 780 Fisherman Street.

Attachment:

1. Agenda
2. Proposal provided by BEA Architects, Inc
3. Resolution 20-9767 Accepting BID proposals in response to RFQ 20-0324200
4. Contract Agreement between the City and BEA Architects, Inc

June 01, 2022

Carlos Gonzalez
CIP Project Manager
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054

Re: Opa-locka Police Station Interior Renovation

BEA Architects is pleased to submit the following proposal for Architectural and Engineering Services to prepare Permit & Bid Documents for interior renovation for future location of the Opa-locka Police Station, located on the first floor at the City of Opa-locka Municipal Complex on 780 Fisherman Street, Opa-locka, FL 33054.

DESCRIPTION OF SCOPE OF ITEMS:

A. **Assessment of Existing Conditions:** Perform architectural, FP, and Mechanical, analysis of existing building conditions. Acquire as-built set of drawings from building department. Area of work is 5,204 sqft
B. **Prepare Construction Documents:** Prepare permit package including architectural, FP, low voltage, and MEP engineering documents. Future Police Station renovation shall include office spaces including reception, meeting rooms, holding room, equipment storage room, evidence room with independent climate control system, and exterior window tints. Coordination with all agencies having jurisdiction and coordination with City of Opa-locka and Police Department.
C. **Assist in Bid Administration:** Prepare big package including architectural, FP, low voltage, and MEP engineering documents, assist with preparing bid requirements, respond to bidders RFI and issue addendums as needed during bid phase. Coordinate with City of Opa-locka and stakeholders to establish minimum criteria from bidders.
D. **Construction Administration:** Perform construction administration services, ensuring contractor will conform to design intents, meet owner expectations, and adhere to city and jurisdictional requirements.

PHASES / SCHEDULE:

1. **Phase I (Condition Assessment):** Prepare property conditions assessments. Procure as-builts showing existing conditions. Study existing architectural, FP, and mechanical, electrical conditions, and supporting infrastructure.

2. **Phase II (Due Diligence, Programming & Planning Package):** Review site and building documentation provided by Owner or Building Department. Site visits to collect project data. Prepare Owner project program and refine for City approval. Identify requirements for building modifications, and occupancies of proposed building use. Identify code requirements, including utility connections.

3. **Phase III (Construction Documents 50%):** Prepare schematic drawings for above scope items for Owner and stakeholders approval prior to starting Construction Documents packages. Establish mechanical, electrical, FP, and low voltage requirements. Meet with Owner for review and approval.

4. **Phase IV (Construction Documents 100%):** Upon written Notice to Proceed, prepare 100% percent construction documents, including project specifications within the drawings for bidding and permitting. Meet with owner for review and approval.

5. **Phase V (Permitting & Bidding):** Submitting drawings for permitting with building department. Coordination with all Agencies Having Jurisdiction. Respond to building department comments. Provide drawings for final bid. Collaboration with Owner and stakeholders, and create final bids tabulation.

6. **Phase VI (Construction Administration & Close-out):**
   - Attend pre-bid meeting
   - Attend pre-construction meeting
   - Attend Bi-weekly Construction Site Meetings
   - Review and respond to Contractor's RFIs
   - Perform Punch List Review
   - Provide Architect's certification of Substantial Completion
   - Perform Final Completion review; issue Final Completion Certificate
   - Prepare record documentation based on Contractor's mark-ups
   - Review Pay Requests
   - Review Change Orders
   - Assumed Period of Construction: **14 weeks**

Estimated Design/Production time period*:

- **PHASE I (Cond. Assess.) –** **1** weeks
- **PHASE II (Due Diligence) –** **1** weeks
- **PHASE III (CD 50%) –** **3** weeks
- **PHASE IV (CD 100%) –** **3** weeks
- **PHASE V (Permit & Bid) –** **4** weeks
- **PHASE VI (Const Admin) –** **14** weeks (Approximately)

*Time periods do not include City/Stakeholder review time for each submittal

DESIGN & CONSTRUCTION FEES:

- **A/E SERVICES** $ 97,293
- **10% DESIGN CONTIGENCY** $ 9,729.3

REIMBURSABLE EXPENSES & ALLOWANCES:

1. Direct expense $ 500

NOTE: Additional reimbursable expenses other than those stated above are subject to prior written notice of approval by the City.

TOTAL COST OF PROJECT $107,522.30

EXCLUSIONS:

1. Zoning submittals or interface
2. Permit fees, permit submittal or expediting of permit
3. Geotechnical report
4. Off-site utilities or Off-site utility upgrades
5. Phasing plans or MOT (by Contractor)
6. LEED, FGBC, or other Sustainable Building Certifications

7. FFE Design
8. Special Lighting Design
9. Replacement of storefront glazing
10. Plumbing, sewage, drains
11. Structural analysis and calculations
12. Construction Management or role as Owner Representative for General Contractor purposes.

NOTE: Above fees are LUMP SUM fees to be invoiced monthly or at a rate commensurate with completion of scope of work items.

Please indicate your acceptance by signing/dating below and remitting by email.

We appreciate the opportunity to continue building our relationship and look forward to collaborating with City of Opa-locka in realizing this next project. Feel free to contact me at your convenience if you have any comments of questions.

Sincerely,

Adrian Price, RA NCARB
Vice-President
BEA architects, Inc.

City of Opa-locka

Accepted by: _____ Title: _____

Print Name: _____ Date: _____/_____/_____

Sponsored by: City Manager

RESOLUTION NO. 20-9767

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING BID PROPOSALS FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES PURSUANT TO RFQ NO. 20-0324200; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTIPLE AGREEMENTS FOR ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AS PROVIDED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 23, 2020, the City of Opa-Locka (the "City") duly issued Request for Qualifications ("RFQ") 20-0324200 for the purpose of establishing a library of Licensed Architects and Engineers to provide Architectural and Engineering Consulting Services for the City, attached hereto as Exhibit "A"; and

WHEREAS, a total of 35 firms responded to the RFQ by May 15, 2020, the submittal deadline; and

WHEREAS, bid proposals were received by the Office of the City Clerk on May 15, 2020 at 2:00 p.m. The City Clerk's Office opened sealed proposals at 2:05 pm and certified the bids under the provisions of Section 2-320.1 of the City's Code of Ordinance; and

WHEREAS, the City Manager assembled an Evaluation Committee to assess the bid proposals. The Evaluation Committee met on June 2, 2020 to review the proposals and rate them; and

WHEREAS, based on its review of the Evaluation Committee, the City Manager proposes that the City negotiate and enter into several agreements for Continuing Professional Architectural and Engineering Services; and

WHEREAS, the City Manager recommends award of continuing contracts to: ***300 Engineering Group, P.A.*** for Civil Engineering, landscape architectural, structural engineering and traffic engineering services; ***EAC Consulting, Inc.*** for Civil Engineering, landscape architectural, structural engineering, traffic engineering, land surveying, construction testing and inspections, utilities engineering services and general consulting engineering services; ***H.W. Lochner, Inc.*** for architectural, construction testing and inspections and general consulting engineering services; ***Civica***

LLC for mechanical/electrical/plumbing service; ***BEA Architects, Inc.*** for architectural services; ***SSN Engineering, LLC*** for utilities engineering services and ***2 Plus Architects, Inc.*** for mechanical/electrical/plumbing service, as provided in Composite Exhibit "B" showing the scoring for responses to the RFQ; and

WHEREAS, the City Commission supports approval based upon the Evaluation Committee's review, evaluation, scoring and ranking of the proposals submitted; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to award various Continuing Professional Architectural and Engineering Consulting Services as set forth herein.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby accepts the bid proposals, as provided herein, for Continuing Professional Architectural and Engineering Consulting Services, pursuant to RFQ No. 20-0324200, and as set forth in Composite Exhibit "B" attached hereto. The City Commission further authorizes the City Manager to enter into multiple agreements for Architectural and Engineering Consulting Services in a contract form acceptable to the City Attorney, and as otherwise described in this resolution.

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 be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this 10th day of June, 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: COMMISSIONER BASS

Seconded by: COMMISSIONER BURKE

VOTE:	**5-0**
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

City of Opa-Locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
Acting City Manager:	John E. Pate			**CM Signature:**			
Commission Meeting Date:	*06.10.2020*		**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** / **No**
						x	x
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#: 20-0324200**				
	x						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
		X	**Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution of the City Commissions of the City of Opa-locka, Florida authorizing the City Manager to accept continuing contracts for Professional Engineering Services Pursuant to RFQ No. 20-0324200.

Staff Summary:

On May 15, 2020 the City of Opa-locka received thrity-five (35) responses to its Request for Qualification (RFQ) No. 20-0324200 for Architectural & Engineering Consulting Services. In accordance with the RFQ , the City of Opa-locka intents to award a contract to the most qualified Proposer (s) who agrees to provide the requisite professional services at a compensation which the City of Opa-locka determines fair, reasonable and competive. After reviewing the bids submitted, the Selection Committee found 300 Engineering, EAC Consulting, H.W. Lochner, BEA Architects, Inc., 2+ Architects, Inc., Civica Architecture, and SSN Engineering, LLC as the most qualified offerors.

Proposed Action:

Staff is recommending the award to 7 vendors to insure adequate coverage for the City of Opa-locka engineering consulting needs.

Financial Impact

There is no financial impact associated with the awarding of contract to the seven recommended firms providing professional engineering services. At such time that a future project is to be assigned to one of these firms, staff will return to the Commission to obtain approval, including identifying the financial impact and funding sources.

Attachment:

1. Agenda
2. Evaluation Matrix
3. Selection Matrix

Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

John E. Pate, MS, CM
City Manager

Telephone (786) 338-6598
Email: jpate@opalockafl.gov

To: **Mayor Matthew Pigatt**
Vice Mayor Chris Davis
Commissioner Sherelean Bass
Commissioner Alvin Burke
Commissioner Joseph L. Kelley

From: **John E. Pate, City Manager**

Date: **June 4, 2020**

Re: **Resolution: Committee Selection for Architectural & Engineering Consulting Services**

Request: **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING CONTINUING CONTRACTS FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO RFQ NO. 20-0324200; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTIPLE AGREEMENTS FOR CIVIL ENGINEERING, ARCHITECTURAL SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, STRUCTURAL ENGINEERING SERVICES, MECHANICAL/ELECTRICAL/PLUMBING SERVICES, UTILITIES ENGINEERING, TRAFFIC ENGINEERING, LAND SURVEYING, CONSTRUCTION TESTING AND INSPECTIONS, AND GENERAL CONSULTING ENGINEERING AS OUTLINED; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

Categories:

CIVIL ENGINEERING	
300 Engineering Group **90.2**	EAC Consulting **86.0**

ARCHITECTURAL SERVICE	
H.W. Lochner **85.8**	BEA Architects, Inc. **85.6**

LANDSCAPE ARCHITECTURAL SERVICES	
300 Engineering Group **90.2**	EAC Consulting **86.0**

STRUCTURAL ENGINEERING SERVICES	
300 Engineering Group **90.2**	EAC Consulting **86.0**

MECHANICAL / ELECTRICAL / PLUMBING SERVICE	
2+ Architects, Inc. **84.6**	Civica Architecture **82.2**

UTILITIES ENGINEERING	
EAC Consulting **86.0**	SSN Engineering, LLC **77.2**

TRAFFIC ENGINEERING	
300 Engineering Group **90.2**	EAC Consulting **86.0**

LAND SURVEYING	
300 Engineering Group **90.2**	EAC Consulting **86.0**

CONSTRUCTION TESTING AND INSPECTIONS	
EAC Consulting **86.0**	H.W. Lochner **85.8**

GENERAL CONSULTING ENGINEERING	
EAC Consulting **86.0**	H.W. Lochner **85.8**

Analysis:

Bid proposals were received by the Office of the City Clerk on May 15, 2020 at 2:05 p.m. The City Clerk's Office opened sealed proposals and certified the bids under the provisions of Sec. 2-320.1 of the City's Code of Ordinance. The following thirty-five (35) companies submitted proposals:

2Plus Architects, Inc.	Caltran Engineering Group, Inc.
Michael Flaugh Landscape Architect	Perrin International Services, Inc.
SSN Engineering, LLC	The Beta Jones Group, Inc.
300 Engineering Group, P.A.	305 Consulting Engineers, LLC
BEA Architects, Inc.	Biscayne Engineering Company, Inc.
C&I Constructions and Design, Inc.	Civica Architecture
Craven Thompson & Associates, Inc.	D.L. Fields Consultants, LLC
David Plummer & Associates	EA3 Civil Engineering, Inc.
EAC Consulting, Inc.	Eastern Engineering Group
EBS Engineering, Inc.	Eco Tech Consulting, LLC
H.W. Lochner, Inc.	Kimley-Horn and Associates, Inc.
Landshore Enterprises, LLC	McMahon Associates, Inc.
ME Engineering, Inc.	Nova Engineering and Environmental, LLC
Nyarko Architectural Group, Inc.	Pistorino & Alam Consulting Engineers, Inc.
Premiere Design Solutions, Inc.	R.E. Chisholm Architects, Inc.
Radise International, LC	SGM Engineering, Inc.
Synalovski Romanik Saye, LLC	Tierra South Florida, Inc.

Universal Engineering Sciences, LLC	

The evaluation committee met on June 2, 2020 to review proposals. Members of the evaluation committee included:

Corion DeLaine, City Planner
Carlos Gonzalez, CIP Project Manager
Gerald Lee, Zoning Official
Rich Oddman, Sr. Accountant
Arshad Viqar, City Engineer

Each committee member's review evaluation and scoring of proposals were based on the following criterion and weight system:

Criterion	**Weight**
Consultant's background, qualification, credentials and in-house expertise, factoring in the proposed Proposer teams' current workload and experience working together on similar category.	35%
Staff Experience and resumes of team's personnel, including assigned Project manager's experience in planning, designing and construction administration services.	35%
Previous experience working with local regulatory, permitting agencies and governmental clients.	5%
Project control tools utilized to maintain schedule, quality and cost controls and construction management activities.	15%
Local Business Preference.	5%
CBE or SBE Preference.	5%

Attached you will find the selection committee evaluations that include scoring of the thirty-five (35) proposals submitted / received.

Recommendation(s):

Staff recommends approval based upon the committee's review, evaluation, scoring and ranking of the proposals submitted. Therefore, it is the recommendation of the Selection Committee that the City negotiate and enter into several agreements for Continuing Professional Engineering Services.

Attachments:

Request for Qualifications (RFQ) #20-0324200
Advertisement
Bid Certification
Committee Evaluation Forms
Bid Proposals

RFQ - 20-0324200

I	Civil Engineering	Score
4	Perrin International Services	78.2
5	SSN Engineering, LLC	77.2
6	The Beta Jones Group, Inc.	74.6
7	300 Engineering Group	**90.2**
8	305 Consulting Engineers, LLC	75.4
10	Biscayne Engineering	80.4
11	C&I Construction	75.4
12	Civica Architecture	82.2
13	Craven Thompson & Assoc.	77.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
16	EA3 Civil Engineering	66.4
17	EAC Consulting	**86.0**
19	EBS Engineering	80.0
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
29	Premiere Design Solutions	84.0
32	SGM Engineering	84.6

II	Architectural Services	Score
1	2+ Architects, Inc	84.6
9	BEA Architects, Inc.	**85.6**
12	Civica Architecture	82.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
21	H.W. Lochner	**85.8**
25	ME Engineering	74.4
27	Nyarko Architectural Group	76.6
28	Pistorino & Alam Consulting	77.8
30	R.E. Chisholm Architects	84.2
32	SGM Engineering	84.6
33	Synalovski Romanik Saye	84.0

III	Landscape Architectural Services	Score
1	2+ Architects, Inc	84.6
3	Micheal Faugh Landscape	62.6
6	The Beta Jones Group, Inc.	74.6
7	300 Engineering Group	**90.2**
12	Civica Architecture	82.2
13	Craven Thompson & Assoc.	77.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
17	EAC Consulting	**86.0**
21	H.W. Lochner	85.8
22	Kimley Horn	85.2

IV	Structural Engineering Services	Score
5	SSN Engineering, LLC	77.2
7	300 Engineering Group	**90.2**
8	305 Consulting Engineers, LLC	75.4
12	Civica Architecture	82.2
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
17	EAC Consulting	**86.0**
18	Eastern Engineering Group	70.2
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
32	SGM Engineering	84.6

V	Mechanical \ Electrical \ Plumbing Services	Score
1	2+ Architects, Inc	**84.6**
6	The Beta Jones Group, Inc.	74.6
12	Civica Architecture	**82.2**
14	D.L. Fields Consultants	82.0
15	David Plummer	79.4
25	ME Engineering	74.4
27	Nyarko Architectural Group	76.6

VI	Utilities Engineering	Score
5	SSN Engineering, LLC	**77.2**
11	C&I Construction	75.4
17	EAC Consulting	**86.0**

RFQ - 20-0324200

VII	Traffic Engineering	Score
2	Caltran Engineering Group	73.8
5	SSN Engineering, LLC	77.2
7	300 Engineering Group	**90.2**
8	305 Consulting Engineers, LLC	75.4
12	Civica Architecture	82.2
17	EAC Consulting	**86.0**
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
24	McMahon Assoc.	73.4

VIII	Land Surveying	Score
1	2+ Architects, Inc	84.6
4	Perrin International Services	78.2
7	300 Engineering Group	**90.2**
10	Biscayne Engineering	80.4
12	Civica Architecture	82.2
13	Craven Thompson & Assoc.	77.2
15	David Plummer	79.4
17	EAC Consulting	**86.0**
21	H.W. Lochner	85.8
22	Kimley Horn	85.2
29	Premiere Design Solutions	84.0

IX	Construction Testing and Inspections	Score
1	2+ Architects, Inc	84.6
4	Perrin International Services	78.2
6	The Beta Jones Group, Inc.	74.6
12	Civica Architecture	82.2
15	David Plummer	79.4
17	EAC Consulting	**86.0**
19	EBS Engineering	80.0
20	Eco Tech Consulting	70.8
21	H.W. Lochner	**85.8**
22	Kimley Horn	85.2
26	Nova Engineering\Environmental	72.8
31	Radise International	81.8
34	Tierra South Florida	77.4
35	Universal Engineering Sciences	77.6

X	General Consulting Engineering	Score
1	2+ Architects, Inc	84.6
13	Craven Thompson & Assoc.	77.2
16	EA3 Civil Engineering	66.4
17	EAC Consulting	**86.0**
19	EBS Engineering	80.0
21	H.W. Lochner	**85.8**
22	Kimley Horn	85.2
25	ME Engineering	74.4
28	Pistorino & Alam Consulting	77.8
29	Premiere Design Solutions	84.0

PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
BEA Architects, Inc

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this ___day of _____ **,** 2022 between the **CITY OF OPA-LOCKA, FLORIDA,** a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Opa-locka FL. 33054** (the "City"), and **BEA Architects, Inc** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **3075 NW South River Drive. Miami, Florida 33142.**

WITNESSED:

WHEREAS, on June 10, 2020, the City approved a pool of Qualified Firms to provide Architectural and Engineering Consulting Services to the City on an as needed basis pursuant to RFQ# 20-0324200 Library of Miscellaneous Professional Consultants; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Civil Engineering, Landscape Architectural, Structural Engineering and Traffic Engineering Services and has executed a Continuing Services Agreement; and

WHEREAS, the Consultant has been selected by the City to provide Engineering Consulting Design Services (known as the “Project”, the “Services” or the “Scope of Services”) for the Architectural & Engineering Services for the Interim Relocation of the Police Department to the First Floor of the Municipal Complex.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Exhibit "A";** and

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. THE WORK

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services and accepted by the City.

3. PERIOD OF SERVICE

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **One Hundred Seven Thousand Five Hundred Twenty-Two Dollars and 30/100** ($107,522.30) specified in the Scope of Services request accepted by the City.

5. PAYMENTS

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Exhibit “A”. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents~~. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.~~ The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.

5.2 The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. DEFAULT:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. ANTI-LOBBYING/NO CONTINGENT FEE:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. BINDING EFFECT:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. AMENDMENTS AND MODIFICATION:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. MERGER: AMENDMENT:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. NONASSIGNABILITY:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. NOTICES:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

BEA Architects, Inc
3075 NW South River Dr.
Miami, FL 33142

FOR CITY:

City of Opa-Locka
Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054

WITH COPY TO:

Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of the Arts
(NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. SEVERABILITY; WAIVER:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Scrutinized Companies

16.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

16.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

16.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

16.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. OTHER PROVISIONS:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

17.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

17.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

17.5 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement or in the event of termination by either party, any reports, photographs, surveys and other data and documents and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

17.6 Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2821, OR BY MAIL: CITY OF OPA-LOCKA - CITY CLERK'S OFFICE, 780 FISHERMAN STREET, 4TH FLOOR. OPA-LOCKA FL 33054.

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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

_____
Joanna Flores, City Clerk

By:_____
Darvin Williams
Interim City Manager

Dated: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Opa-Locka only:

_____
City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

WITNESS:

BEA Architects, Inc

_____

By: _____
Authorized Representative

_____
Print Name

_____
Print Name

_____
Date

Corporate Seal:

EXHIBIT "A"

BEA Architects, Inc **Opa-locka Police Station Interior Renovation dated June 1, 2022,** to provide engineering services for the **Interim Relocation of the Police Department to the First Floor of the Municipal Complex located at 780 Fisherman Street. Opa-locka Fl 33054**. for the total amount of **One Hundred Seven Thousand Five Hundred Twenty-Two Dollars and 30/100 ($107,522.30)**

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE DEMOLITION OF THE STRUCTURE AT 2141-2151 ALI BABA AVENUE, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2022, pursuant to Master Case No. OPA2022-001, the Miami-Dade County Unsafe Structures Board ruled that the 2-Story Multi-Family Duplex located at 2141-2151 Ali Baba Avenue, within the City of Opa-Locka ("City"), be demolished by an individual qualified to obtain a demolition permit within thirty (30) days from the Miami-Dade County Unsafe Structures Board decision (Decision attached hereto as Exhibit "A"); and

WHEREAS, further, the Miami-Dade County Unsafe Structures Board determined that "The demolition permit shall be obtained from the Unsafe Structures Unit or the applicable equivalent in the enforcing municipality. All debris resulting from the demolition shall be promptly removed from the premises. If any of the above conditions are not complied with, said structure shall be demolished by the enforcing authority or municipality as soon as possible"; and

WHEREAS, the City desires to issue a Request for Proposals ("RFP"), attached hereto as Exhibit "B", to seek proposals from qualified professionals to demolish the structure at 2141-2151 Ali Baba Avenue; and

WHEREAS, in addition to other requirements, the successful Contractor will be required to investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, and ingress and egress of the site; and

WHEREAS, the City of Opa-Locka desires to issue a Request for Proposals (RFP) to seek proposals from qualified professionals to demolish the former Police Station; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP to demolish the Former Police Station located at 2495 Ali Baba Avenue and further authorizes the spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed appropriate.

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request for Proposals, attached hereto as Exhibit "B", to demolish the structure at 2141-2151 Ali Baba Avenue, within the City and further authorizes the spending of up to Three Thousand Dollars ($3,000) for advertising purposes, if deemed appropriate.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this 22nd day of June, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*06.22.2022*		**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**	
	Est. $3,000		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution authorizing the City Manager to issue an RFP for Demolition of Structure at 2141-2151 Ali Baba Avenue.

Staff Summary:

The City of Opa-locka would like to issue a Request for Proposals (RFP) to seek proposals from qualified professionals to demolish the structure at 2141-2151 Ali Baba Avenue.

The structure has been an eyesore for many years and was approved for demolition by the Miami -Dade County Unsafe Structure Board.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be $3,000, with funding available in the Non-Department Other Advertising budget 19-515491. ($9,318 available).

Proposed Action:

Staff recommends the approval of this request to issue the RFP to seek proposals from qualified companies.

Attachment:

Draft RFP

Delivering Excellence Every Day

Department of Regulatory and Economic Resources
Herbert Saffir Permitting & Inspection Center
11805 SW 26th Street (Coral Way)
Miami, Florida 33175
UNSAFE STRUCTURES BOARD
(786) 315-2574 FAX (786) 315-2570

Clerk of Courts Use

Date Transmitted: January 14th, 2022

NOTICE OF BOARD DECISION
MIAMI-DADE COUNTY UNSAFE STRUCTURES BOARD

PLEASE NOTE: FOR FULL INFORMATION CONCERNING THE DECISION, PLEASE READ THIS DOCUMENT IN ITS ENTIRETY.

Rina Yerushalmi, Laura Shell
& Yaacov Nakash
2534 NW 73 Ave.
Sunrise, FL 33313

Re: 2141-2151 Ali Baba Ave

Legal Description: MAGNOLIA SUB PB 40-80 LOTS 28 THRU 31 INC BLK 8 PER UNITY OF TITLE TO CITY OF OPA LOCKA DATED 6-21-68 LOT SIZE 100.000 X 96 OR 15162-2417 0891 4 COC 26102-3147 10 2007 4

Master Case No.: OPA2022-001

Board action on **(A) 2-Story Multi-Family Duplex**, located at the above address is as follows:

At its meeting on January 12th, 2022, the Unsafe Structures Board ruled that:

Said structure be demolished by an individual qualified to obtain a demolition permit within thirty (30) days from today. The demolition permit shall be obtained from the Unsafe Structures Unit or the applicable equivalent in the enforcing municipality. All debris resulting from the demolition shall be promptly removed from the premises. If any of the above conditions are not complied with, said structure shall be demolished by the enforcing authority or municipality as soon as possible.

In upholding the Building Official's position, the Board recommended that the property continue to be secured and that the appropriate law enforcement agencies be notified for any further required action.

In accordance with Section 8-5(n) of the Code of Miami-Dade County, any owner or authorized representative may seek an extension of the timeframes set forth in an Order of the Unsafe Structures Board. Such request for a hearing to seek an extension must be in writing, directed to the Secretary of the Unsafe Structures Board. The written request for extension must be received by the Secretary of the Board prior to the deadline specified in the order. For example, in the event the Board Order states that a permit must be obtained within a specified period, the request for extension of the deadline to obtain the permit must be received prior to the expiration of that specified period. If the same order provides a deadline for completion of the structure(s), the request for the extension for the deadline of completion must be received prior to the deadline for completion, provide that the applicant has complied with the permit deadline. In no event may the Board grant more than one extension of time for each initial order.

Unsafe Structures Board
January 12th, 2022
OPA2022-001
2141-2151 Ali Baba Ave.

Clerk of Courts Use

To obtain an extension, the owner or applicant must demonstrate to the reasonable satisfaction of the Board that the structure(s) that is the subject of the Order is secure at the time the extension is sought and that the owner or applicant has made a good faith attempt to comply with the Order which has been impeded by changed circumstances or other circumstances outside of the owner or applicant's control. As a further condition of the extension, the owner or applicant must submit in writing, together with the petition for an extension, a written timetable for compliance for compliance with the substantive provisions of the Order and for completion of all necessary repairs. The Board will limit its consideration of the petition to deciding whether the grounds for an extension have been satisfied.

The Board also ruled through this Board decision that, if compliance is not obtained within the time stipulated above then, the Building Official is further instructed to proceed as provided in Chapter 8, Section 8-5 of the Code of Miami-Dade County. There will be no further notices or communication from the Unsafe Structures Board regarding this case. **This document may be recorded by the Building Official with the Clerk of the Circuit Court. This recording will constitute constructive notice to all concerned, as well as any subsequent purchasers that a decision has been rendered by the Unsafe Structures Board on the above referenced property**.

Repair or demolition permits, for property located at the above address must be obtained from the **City of Opa-Locka, Building Department, 780 Fisherman Street, 4th Floor, Opa Locka, FL 33054, (305) 953-2868 Option 6. Please call this Department before coming in for a permit or for further information on this matter.**

The Unsafe Structures Board is Quasi-Judicial; the decision and specified compliance date is final and binding. Any person aggrieved by a decision of the Unsafe Structures Board may seek judicial review of that decision in accordance with the Florida Rules of Appellate Procedure as indicated in Chapter 8, Section 8-5 (o) of the Code of Miami-Dade County.

Respectfully,

Kathy Charles
for Secretary of the Board
Unsafe Structures Board

KC/au

cc: ***Known Interested Parties:*** City of Opa-Locka, Building Department, 780 Fisherman Street, Opa-Locka, FL 33054, Attn: Esin Daniel Abia, Building Official; City of Opa-Locka, Building Department, 780 Fisherman Street, Opa-Locka, FL 33054, Attn: Esin Arshad Viquar, P.E

Seal

City of Opa-locka

RFP NO: 22-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

DEMOLITION OF STRUCTURE AT

2141-2151 ALI-BABA AVENUE

CITY OF OPA-LOCKA
RFP NO. 22-XXXXXXX

DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-XXXXXXX

DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE

Sealed Proposals for Demolition of Structure at 2141-2151 Ali-Baba Avenue will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, August 7, 2022 by 2:00 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 DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE.**

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 a contract to that proposer whose proposal best complies with the **RFP NO: 22-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Thursday, July 14, 2022 at 10:00 a.m.** at 780 Fisherman Street, Ste. 220, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09
Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA

RFP NO. 22-XXXXXXX

DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide service to demolish the structure at 2141-2151 Ali-Baba Avenue, Opa-locka, FL 33054.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Wednesday, August 7, 2022. 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. 22-XXXXXXX – DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE.** 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 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 affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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

MINIMUM SPECIFICATIONS
GENERAL REQUIREMENTS:

1. **FACILITY DEMOLITION**

1.1 EXISTING CONDITIONS

1.1.1 The project site is known as 2141-2151 Ali Baba Ave, Opa-Locka, Florida. The site comprises one parcel of land of approximately 9,600 sq. ft. The folio number of this parcel is 08-2121-003-1200. The site consists of two facilities 1 one story and one 2-story concrete building. The facility has been closed for approximately 15 years and many of the facility components are in a distressed state.

1.1.2 The Contractor shall be held to have visited the site and to have familiarized themselves with the existing conditions of the adjoining community, roads, and structures adjacent to the site.

1.1.3 The Contractor shall investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, and ingress and egress of the site.

1.1.4 The Contractor shall conform to all City, State, and Federal regulations regarding the transportation of materials to and from and at the job site and shall secure in advance such permits as may be required.

1.1.5 The Contractor shall be familiar with applicable federal, state, and local requirements for performing this work, including all specific requirements, as they relate to storage, transportation, and permitted work hours.

1.1.6 Working hours at the site are to be from 8:00 am to 5:00 pm, unless otherwise directed by the Owner or the Owner's Consultant.

1.1.7 The building and facility components at the site to be demolished are vacated and their use has been discontinued. The owner assumes no responsibility for the actual condition of the building to be demolished. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner as far as practical.

1.1.8 An Environmental Hazard Assessment will need to be performed to identify the following:

1.1.8.1 Lead-Based Paint (LBP) will be identified using XRF techniques on facility components, such as walls, frames, cabinets, roof trusses, valves, and metal pipes. All metal components present at the facility that have LBP must be sent to a local recycler.

1.1.8.2 Asbestos: if Asbestos is present in the two-story building to be demolished. A report on the presence of asbestos should be provided as part of the preliminary site environmental review. Abatement of regulated asbestos-containing materials (RACM) is specified in a subsequent section of the Contract Documents. Do not disturb identified RACM except under the procedures specified elsewhere in the Contract Documents. Removal of non-friable asbestos-containing materials including, but not limited to floor tile, and construction mastics are included in the scope of demolition work.

1.2 MATERIALS OWNERSHIP

1.2.1 Except for items of materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractors property and shall be removed from the site with further disposition at the Contractor's option.

1.2.2 Salvaged Materials: Items of salvageable value to the Contractor, after approval by the Owner is given, may be removed from the structure, and become the property of the Contractor as work progresses. Transport salvaged items from the site as they are removed.

1.2.3 The Owner reserves the right to salvage all material as he deems useful prior to the scheduled demolition. The Contractor shall notify the Owner of their intent to start demolition (In writing) with sufficient time to allow salvage operations by the Owner to take place without disrupting the Construction Schedule.

1.2.4 Storage or sale of removed items will not be permitted on site.

1.3 SUBMITTALS

1.3.1 General: Submit each item in this Article according to the Conditions of the Contract.

1.3.2 Environmental Hazard Assessment Report

1.3.3 Proposed dust control measures.

1.3.4 Proposed noise control measures.

1.3.5 Proposed Health and Safety Plan

1.3.6 Schedule of demolition activities indicating the following:

1.3.6.1.1 Proposed methods and operations of demolition.

1.3.6.1.2 Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

1.3.6.1.3 Permits and Notices authorizing building demolition.

1.3.6.1.4 Permit for transport and disposal of debris.

1.3.6.1.5 Other applicable permits as required by Miami-Dade County and the State of Florida.

1.3.6.1.6 Inventory of items to be removed and salvaged/recycled.

1.3.6.1.7 Inventory of items to be removed by Owner.

1.3.6.1.8 Photographs or videotapes, sufficiently detailed of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.

1.3.6.1.9 Identify and accurately locate capped utilities, and other subsurface structural, electrical, or mechanical conditions.

1.3.6.1.10 Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licenses to accept hazardous wastes.

1.4 QUALITY ASSURANCE

1.4.1 Demolition Firm Qualifications: Firm Engage shall have successfully completed demolition Work similar to that indicated for this project. Contractors must submit to the owner as part of the pre-bid: list of references, similar project experience over the past 10 years and licensure verification.

1.4.2 Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.4.3 Scheduling: Arrange demolition schedule with the Owner so as not to interfere with Owner's on-site operations if such activity should occur.

TECHNICAL SPECIFICATIONS:

2.1 EXECUTION / EXAMINATION

2.1.1 Verify that utilities have been disconnected and capped.

2.1.2 Survey existing conditions and correlate with requirements indicated to determine the extent of demolition required.

2.1.3 Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

2.1.4 Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.

2.1.5 **PREPARATION**

2.1.5.1 Employ certified, licensed exterminator to treat building and control rodents and vermin before and during demolition operations.

2.1.5.2 Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used site facilities.

2.1.5.3 Do not close or obstruct streets, walks, or other adjacent or used facilities without permission from the Owner and authorities having jurisdiction. Provide alternate routes around closed of obstructed traffic ways if required by governing bodies.

2.1.5.4 Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities. Ensure safe passage of people around demolition area.

2.1.5.5 Erect temporary protection, such as walks, fences with screening, railings, canopies and covers passageways, where required by authorities having jurisdiction.

2.1.5.6 Protect existing site improvements, appurtenances, and landscaping to remain.

2.1.6 Provide and maintain interior and exterior shoring, bracing or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.

2.1.7 Strengthen or add new supports when required during progress of demolition.

2.3 EXPLOSIVES

A. Explosives: Use of explosives is not permitted.

2.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governmental environmental protection regulations.

B. Do not create hazardous or objectionable conditions, such as flooding and pollution when using water.

C. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
D. Remove debris from elevated portions of building by chute, hoist or other device that will convey debris to grade level.
E. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.
F. Silt screen to be placed around the perimeter of each parcel on the inside of the chain-link fence.

2.5 DEMOLITION

A. Building Demolition: Demolish all above and below grade structures, including buildings, foundations, railings, and piping. Use methods required to complete demolition within limitations and as follows:
B. Prior to demolition, the Contractor shall remove and properly dispose of lighting fixtures as PCB-containing equipment. Fluorescent tubes shall be removed and recycled.
C. Dispose of demolished items and materials promptly. On-site storage of sale of removed items is prohibited.
D. Demolish concrete, steel, and masonry in small sections.
E. Remove structural framing members and lower to ground by a method suitable to avoid free fall and prevent ground impact or dust generation.
F. Break up and remove concrete slabs on grade unless otherwise shown to remain.
G. Below-Grade Demolition:
    1. Demolish foundation walls and other below-grade construction, as follows:
    2. Completely remove below-grade construction, including foundation walls and footings.
    3. Remove pile caps and footings where present.
    4. Breakup and remove below-grade concrete slabs.
    5. Remove all abandoned utility lines under the buildings and within the parcel boundaries.
H. Facility Demolition Method: The Contractor will use conventional techniques for demolition. Discuss proposed methods at the Pre-demolition Meeting, to be

scheduled by the Owner, and indicate schedule requirements based on the method(s) selected.

I. Post-Demolition and removal of demolition debris, the site must be graded to a level working grade to be determined by the Owner.

J. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

K. The underground water supply line, which passes under Ali-Baba Avenue and connects the east and west parcels will remain in place and must be plugged and capped at the boundaries of each parcel – this work must be coordinated with City of Opa-locka Public Works Department.

2.3 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. Rubbish and debris to be removed from the site at least weekly.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and dispose of them legally.

D. Recycling: Contractor is encouraged to purse reuse of demolition debris, such as crushed or broken concrete and metal. However, in accordance with EPA regulations, The Contractor must segregate ACM from concrete that is planned to be recycled.

3.0 GENERAL

DESCRIPTION OF WORK

3.1 ASBESTOS ABATEMENT

3.1.1 This specification covers the proper and legal removal and disposal of all asbestos-containing materials (ACM) and asbestos contaminated waste from 2141-2151 Ali-Baba Avenue Building.

3.1.2 The abatement activities shall comply with all aspects of the contract documents and Federal, State, and local requirements. Whenever there is a conflict or overlap within these specifications and between applicable codes and regulations, the most stringent provision shall apply.

3.1.3 Regulatory compliance shall include but is not necessarily limited to applicable requirements set forth by the Federal Environmental Protection Agency (EPA); the U.S. Occupational Health and Safety Administration (OSHA), Miami-Dade County Department of Environmental Resource Management (DERM) and the Florida Department of Environmental Protection (FDEP).

3.1.4 The Contractor shall pay for final clearance air samples which fail to meet the re-occupancy clearance standard. Should a delay occur, due to failure(s) of clearance air testing, all associated expenses such as air sampling labor time and sample analysis costs incurred by the Owner (including engineering and laboratory fees) will be the responsibility of and paid by the Contractor. All abatement work activities, including demobilization must be completed prior to demolition.

3.1.5 If the Contractor and/or Subcontractor neglects to carry out activities related to the asbestos abatement work, which could cause endangerment to public health, the Construction Manager may act to correct such deficiencies. In such cases, an appropriate change order shall be issued deducting from payment then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Asbestos Consultant's additional services and expenses made necessary by such fault neglect, or failure. If payments then or thereafter

due are not sufficient to cover such amounts, the Contractor will pay the difference to the Owner.

3.1.6 Inspection findings and estimated quantities of ACM to be removed from the referenced property is to be provided by the Contractor or Consultant performing the Hazardous Environmental Assessment which shall include a: "Pre-Demolition Asbestos Survey 2141-2151 Ali-Baba Ave Facility".

4.0 SCOPE OF WORK

4.1 Work includes filing and permitting all necessary applications, notifications, and fees; insurance; necessary design services; providing skilled, licensed, and certified labor; materials; and equipment necessary for proper preparation, handling, removal and legal disposal of all identified ACM and contaminated waste from the building included in the

scope of work in accordance with all requirements of applicable Federal, State, and local regulations.

4.2 The physical assessment of ACM to be removed from the facility is: TBD

4.3 The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the work. Any discrepancies noted shall be brought to the Construction Manager's attention prior to commencing the project. No claims for extras shall be made during construction.

4.4 The Contractor shall file a notification to applicable Federal, State, and local agencies having jurisdiction over this asbestos abatement project. Failure on behalf of the Contractor for submitting notification shall not result in any extension for the timely results of the completion of the work set forth in the Contract. The Contractor shall be responsible and will be required to pay any administrative penalties imposed on the Owner for actions taken or lack thereof by the Contractor.

4.5 Upon completion of asbestos removal, the Contractor shall provide completed, signed, and notarized statements indicating that all identified ACM included in the scope of work were properly removed in accordance with applicable rules and regulations and as specified herein.

4.6 Electrical/water sources are unavailable, it will be the Contractor's responsibility to provide all temporary connections and hook-ups as well as obtaining permits and paying all fees for making such services available for his work as is necessary. If necessary, the Contractor shall provide temporary services as specified herein, and as required or as necessary to carry out the work. This may include such items as portable generators, water tank trucks, pumps, and necessary accessories or the means and equipment, and services necessary to temporarily connect to and maintain such services from adjacent utility systems.

4.7 The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local laws, rules, and regulations pertaining to Work practices, protection of Workers, authorized visitors to the site, persons, and property adjacent to the Work. The contractor is responsible for all fines, penalties, notices of violations suits or claims related to permitting, notifications, asbestos abatement and disposal of ACM addressed to the contractor, his subcontractors, the Owner, or Engineer

and will address any proceedings related to these suits, claims or violations on behalf of these parties and incur any legal fees, court fees or final judgments against the Contractor, Subcontractor, Owner, or Engineer relating to these proceedings.

4.8 The Contractor shall coordinate with the Asbestos Consultant retained and maintain the project schedule.

4.9 Final Clearance of the abated area shall be cleared by the Asbestos Consultant.

5.0 QUALITY ASSURANCE

5.1 Qualifications: The Contractor shall be licensed in Florida to perform asbestos removal work and shall have a minimum of 10 years' experience in performing such work. The Contractor shall also have had a completion record of work performed on a minimum of five (5) projects of similar nature, size, and scope.

5.2 All Contractor personnel involved with asbestos removal work must be thoroughly familiar with the standard operating procedures of the Contractor for removal work as well as all applicable Federal and State regulations governing asbestos removal work.

5.3 The Supervisor and Asbestos Abatement workers shall be accredited in accordance with EPA regulation 40 CFR Part 763, subpart E, Appendix C.

6.0 SUBMITTALS

6.0.1 Pre-Work Submittals: No later than 7 calendar days prior to mobilization to the site for initiation of asbestos abatement activates, the Contractor shall submit 3 copies of the documents listed below:

6.0.2 Valid Contractor's Asbestos Removal license.

6.0.3 Certificate of insurance covering work of this Contract.

6.0.4 Work Schedule.

6.0.5 Project Notifications: As required by Federal, State, and local regulatory agencies together with proof of transmittal (i.e., certified mail return receipt).

6.0.6 Name, location, and applicable licenses for primary and secondary landfill for disposal of asbestos-containing material and asbestos contaminated waste.

6.0.7 Project Closeout Submittals: Submit the following at the close out of the Project (no later than 10 calendar days subsequent to final clearance of the abatement area within a project phase).

6.0.8 OSHA compliance air monitoring records conducted during the Work.

REMOVAL OF PCB BALLASTS AND MERCURY-CONTAINING LIGHT BULBS

GENERAL:

7.0 SCOPE OF WORK

7.0.1 This Section of the specifications describes the minimum Work procedures and requirements to provide properly trained personnel and sufficient facilities to properly remove, load, transport, unload and dispose of PCB dielectric oil filled ballasts and mercury-containing light bulbs. PCB dielectric oil-filled ballasts are defined as those ballasts which contain greater than 50 ppm of PCB fluid. Mercury-containing light bulbs are defined as those which contain greater than 0.009 mg/L of mercury.

7.0.2 The Contractor shall be responsible, in the event of a PCB or mercury problem or spill, for the immediate notification of the Owner and Owner's Consultant. The notification will include the following:

7.0.2.1.1 Name of the company causing the problem.

7.0.2.1.2 Names of the owners/operators of the company.

7.0.2.1.3 Date and time of the problem.

7.0.2.1.4 Location, type, and extent of the problem.

7.0.2.1.5 Cause of the Problem.

7.0.2.1.6 Methods used to control the problem.

7.0.2.1.7 Estimated cost of cleanup.

7.0.2.1.8 Preventive measures taken to reduce the possibility of further problems.

7.1 **MONITORING THE WORK**

7.1.1 Monitor the work for compliance with published rules and regulations such as, but not limited to. OSHA 29 CFR 1910.1200

7.2 **QUALIFICATIONS**

7.2.1 The Contractor shall submit to the Owners Representative his qualifications for removal of PCB-contaminated wastes. This submission by the" Contractor shall include the following information:

7.2.2 All Federal, state, and local permits for handling and transporting PCB materials. Compliance with the requirements as a Commercial Storer, Transporter or Generator of PCB Wastes pursuant to 40 CFR 761.

7.2.3 Written evidence of an EPA approved method of PCB and mercury disposal or destruction.

7.2.4 Spill Prevention Control and Countermeasure (SPCC) Plan pursuant to 40 CFR 761.65 (c)(7)(ii) to be implemented by the transporter.

7.2.5 A written Closure Plan pursuant to 40 CFR 761.65 (e) to be implemented by the Contractor. A written Hazard Communication Program pursuant to 29 CFR 1910.1200 to be implemented by the Contractor.

8.0 DESCRIPTION OF WORK

8.0.1 Provide in accordance with all Federal-State and Local regulations; all safety equipment, materials, equipment, permits, containers, labels, manifests, transportation, placards, licenses, documents, labor, and supervision required to test, provide certifications of PCB decontamination, restore, drain, remove, load, transport and provide final EPA-approved disposal of all PCB contaminated items such as, but not limited to, ballasts, starter compensators, capacitors, dirt, rags, cleaning equipment and clothing; removal and disposal of all mercury-containing light bulbs; and removal and proper disposal of all light fixtures as indicated on the plans.

9.0 EXECUTION

9.1 BALLAST REMOVAL AND PACKING.

9.1.1 Remove all ballasts from light fixtures with care. Pack all ballasts in drums with care, so as not to cause ballasts to leak as a direct result of removal and packing of ballasts. Install absorbent material on the bottom of each drum. Segregate all leaking ballasts from non-leaking ballasts, separately package leaking ballasts in double plastic bags, label these bags with yellow "Caution Contains PCBs" stickers, and place these bags in a separate drum with absorbent material labeled as containing leaking ballasts. Supply and install labels on all drums with the following information:

9.1.1.1 Contents of the Drum (number of ballasts).

9.1.1.2 DOT description.

9.1.1.3 Name address and telephone number of the Generator.

9.1.1.4 Name address and telephone number of the Contractor.

9.1.1.5 Emergency telephone numbers.

9.1.1.6 Date when each drum was filled.

9.1.1.7 Ensure that no other material or waste is contained in the drums except for the ballasts from florescent light fixtures and absorbent material removed under this contract.

9.1.1.8 Supply DOT-approved 17C drums only. Leaking drums shall not be accepted. All drums filled with ballasts shall be moved to a loading dock immediately accessible to an 8.5-foot by 48-foot truck capable of transporting 40,000 pounds of payload weight.

9.1.1.9 Alternately Contractor at its option, may use a smaller truck, e.g., an 8.5-foot by 26-foot truck capable of transporting 20,000-pounds of payload weight. If there is no loading dock available, a truck with a lift gate shall be used for the pickup.

10.0 REMOVAL OF MERCURY-CONTAINING LIGHT BULBS

10.0.1 Install absorbent material at the bottom of the drums which will be used for disposal of the mercury-containing fluorescent bulbs.

10.0.2 Carefully remove all florescent light bulbs from the light fixture and place them in drums so as not to cause the light bulbs to break. The light bulbs shall be segregated from the PCB-ballasts.

10.1 BALLAST AND MERCURY-CONTAINING LIGHT BULB SHIPMENT LOADING AND TRANSPORTATION

10.1.1 Supply a Uniform Hazardous Waste Manifest (EPA form 8700-22) signed by the Owner and Contractor's truck driver.

10.1.2 Provide personnel to lift drum lids for disposal operator and visual inspection of the contents of the drums before transportation from the site.

10.1.3 Provide an estimate of the weight of all the filled drums. Inspect all labels on the drums.

10.1.4 Correct any labels that are not properly labeled.

10.1.5 Load all drums onto truck.

10.1.6 The shipment shall be transported in accordance with all DOT, EPA, state, and local regulations to the designated disposal facility.

10.2 BALLAST AND MERCURY-CONTAINING LIGHT BULB SHIPMENT UNLOADING

10.2.1 Assign each drum a unique drum number. Weigh each drum.

10.2.2 Owner is invited to witness each weighing. Sign each manifest and shall fax one copy pf the completed Manifest to the Contracting Officer within 5 days of the receipt of the shipment and return hard copies by certified return mail.

10.2.3 The Contractor shall store all drums in accordance with EPA, State, and local regulations.

11.0 BALLAST DISPOSAL

11.0.1 The Contractor shall dispose of the PCB ballasts in accordance with the following method: Dismantling the ballast from the lighting fixture, removing the PCB capacitor and asphalt potting material, and disposing of the PCB materials by incineration pursuant to 40 CFR 761.70.

11.1 **MERCURY-CONTAINING LIGHT BULB DISPOSAL**

11.1.1 Mercury-Containing light bulbs present at the facility shall be disposed of as a hazardous waste in accordance with CFR 40 Part 260.

11.2 **FLUORESCENT LIGHT FIXTURE DISPOSAL**

11.2.1 Contractor shall dispose of all fluorescent light fixtures, less the PCB ballast and light bulbs, as non-contaminated wastes.

PROJECT CLOSEOUT
GENERAL:

12.0 SUMMARY

12.0.1 This section specifies administrative and procedural requirements for project closeout, including but not limited to:

12.0.2 Inspection procedures.

12.0.3 Project record document submittal.

12.0.4 Submittal of warranties.

12.0.5 Final cleaning and grading.

12.1 SUBSTANTIAL COMPLETION

12.1.1 Substantial Completion is claimed, when the Contractor can demonstrate 100 percent completion of the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in the Contract Documents and a statement showing as accounting of changes to the Contract Sum.

12.1.2 If 100 percent completion cannot be shown, including a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

12.1.3 Advise the Owner of pending insurance change over requirements.

12.1.4 Submit specific warranties, workmanship bonds, final certifications, and similar documents.

12.1.5 Make final changeover of permanent locks and transmit keys to the Owner. Advise Owner of change over in security provisions.

12.1.6 Inspection Procedures: On receipt of a request for inspection, the Owner and/or his consultant will either inspect the site to verify substantial completion of the demolition work and will inform the Contractor of unfilled requirements, if any. The Owner's Representative will prepare a Letter of Substantial Completion following inspection or inform the Contractor of work that must be completed or corrected before the letter will be issued.

12.1.7 The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed. Results of the completed inspection will form the basis of requirements for final acceptance and payment.

12.2 FINAL ACCEPTANCE

12.2.1 Preliminary Acceptance: Before requesting final inspection for a Letter of Final Acceptance and Final Payment, complete the following:

12.2.2 Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.

12.2.2.1 Submit Final Close-Out Documents, which include, but are not limited to, final manifests and landfill receipts, personal air sampling data, copies of the daily log and reports, and copies of the daily sign-in/sign-out sheets.

12.2.2.2 Submit an updated liquidated damages settlement statement, if any.

12.2.2.3 Submit an updated final statement, accounting for final additional changes to the Contract, if any.

12.2.2.4 Submit Contractor's Affidavit and Release of all Claims Form as required under General Conditions of the Contract.

12.2.2.5 Submit consent of Surety to Final Payment.

12.2.2.6 Submit the Final Payment Request with releases and supporting documentation not previously submitted and accepted.

12.2.3 Re-inspection Procedure: The Owner's Representative will re-inspect the Work upon receipt of notice that the Work, including the inspection list from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.

12.2.4 Upon completion of re-inspection, the Owner's Representative will prepare a Letter of Final Acceptance or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance. If necessary, re-inspection will be repeated by the Owner's Consultant.

12.3 RECORD DOCUMENTS SUBMITTALS

12.3.1 The Contractor upon final disposal of all PCB and mercury-containing waste, shall document in writing the following information and submit such to the Contract Administrator and the Owner's Representative, within twenty (20) days of each incineration/recycle delivery. All final documents must be delivered to Owner's Representative within twenty (20) days of completion of the project.

12.3.2 Give particular attention to concealed elements that would be difficult to measure and record at a later date.

12.3.3 Note related Change Order numbers where applicable.

12.3.4 Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work.

12.4 FINAL CLEANING AND GRADING

12.4.1 The Contractor is responsible for leaving the site clean of construction and demolition debris, rubble or any waste generated from the demolition activities including rubbish, litter, and foreign substances, as well as adjacent roadways.

12.4.2 Removal of Protection: Remove temporary protection and facilities installed for the protection of the Work during construction.

12.4.3 Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

12.4.4 Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

12.4.5 The contractor is responsible for grading the site to a level working grade before final acceptance and payment are issued by the Owner.

12.5 END OF SECTION
DEMOLITION CHECKLIST:

The following list contains contact information, scheduling guidance, and removal procedures for waste items prior to demolition of the Facility located at 2141-2151 Ali-Baba Avenue. The Contractor and/or its' licensed subcontractor(s) will be responsible for the execution of Items 1 through 9. These tasks should be addressed in the contract with the City of Opa-locka (the Owner), please plan adequately to allow time for said tasks to be planned, scheduled, and completed.

Items for disposal are categorized as non-hazardous for removal purposes; for disposal purposes these items may be categorized as hazardous waste. Personnel removing and handling items are not required to have 'hazardous material training per 29 CFR 1910.1200 for the removal of said items.

12.5.1 **Electric, Water" Sewer** - The Contractor shall confirm with the Owner those utilities have been disconnected and abandoned prior to demolition. Proper entities should be notified with ample time for disconnection of services to be completed.

12.5.2 **Fluorescent & High Intensity Discharge (HID) Bulbs** - The Contractor shall be responsible for the removal of fluorescent and lllD (mercury vapor, metal halide, high pressure sodium, stadium lights) bulbs prior to demolition. The GC or the CM can contact a recycler for the pick-up of bulbs after removal.

12.5.3 **Lighting Ballasts and Emergency Lighting Batteries** - The Contractor shall ensure that all ballasts and emergency lighting batteries are removed from their fixtures and placed in an accessible protected location in crates prior to demolition.

12.5.4 **Grease Traps / Septic Tanks** - The Contractor and/or their licensed subcontractor shall ensure Grease Traps and Septic Tanks, if encountered are pumped out prior to demolition. Grease Trap lines may be required to be jetted out.

12.5.5 **Mercury Devices** - The Contractor and/or their subcontractor shall ensure that all thermostat mercury devices are removed, placed in a small container, and placed in the same location of the ballast and batteries. Mercury devices must be removed prior to demolition.

12.5.6 **Salvage** - Contact the Owner to arrange the salvaging of any equipment, facility components, mechanical systems, or any other items that the city deems recyclable or salvageable, which would also include and not limited to steel and concrete building systems and facility components. The Contractor must take into account that their intended recyclable or resalable items may be reduced due to salvaging by the city.

12.5.7 **Notification of Asbestos Abatement** – Remove asbestos containing materials prior to demolition. A National Emission Standard for Hazardous Air Pollutants (NESHAP) notification is required by federal law to be submitted to the local regulatory agency. To plan your abatement, start date allow 10 business days for notification prior to your intended abatement start date. The Contractor must be licensed in Florida for the removal of asbestos-containing materials (ACM) Submit the mandatory notification to the local regulatory agency prior to the removal of ACM identified at the site and prior to the subsequent demolition of the structure in which ACM has been identified.

12.5.8 **Notification of Demolition** - A NESHAP notification is required by law to be submitted to the local regulatory agency. Notification is required to be

submitted 10 Business Days prior to the demolition start date. The county has authority to stop work if regulatory compliance is not met (i.e., wetting Construction and Demolition (C&D) material prior to loading and wetting C&D material to eliminate air emission (dust) during demolition).

12.5.9 **Other Chemical Products (paints, solvents, lab chemicals, pesticides, herbicides, etc.)** All chemicals must be removed prior to demolition. If there are any questions about hazardous materials found on the property, please contact the City.

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/18/2022

Property Information	
Folio:	08-2122-003-1200
Property Address:	
Owner	RINA YERUSHALMI & LAURA SHELL & YAACOV NAKASH
Mailing Address	2534 NW 73 AVE SUNRISE, FL 33313
PA Primary Zone	6300 COMMERCIAL - RESTRICTED
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	9,600 Sq.Ft
Year Built	0

Assessment Information			
Year	2021	2020	2019
Land Value	$67,200	$67,200	$76,800
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$67,200	$67,200	$76,800
Assessed Value	$67,200	$67,200	$70,276

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	$0	$0	$0
Taxable Value	$67,200	$67,200	$70,276
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$67,200	$67,200	$76,800
City			
Exemption Value	$0	$0	$0
Taxable Value	$67,200	$67,200	$70,276
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$67,200	$67,200	$70,276

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction			$6,524

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
MAGNOLIA SUB PB 40-80
LOTS 28 THRU 31 INC BLK 8 PER
UNITY OF TITLE TO CITY OF
OPA LOCKA DATED 6-21-68
LOT SIZE 100.000 X 96

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/2007	$0	26102-3147	Sales which are disqualified as a result of examination of the deed
10/01/2004	$0	22734-2594	Sales which are disqualified as a result of examination of the deed
08/01/1991	$0	15162-2417	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser

N
2021 Aerial Photography
60ft

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 elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

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

4-2 EVALUATION CRITERIA

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

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing demolition services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
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 presentation 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. 22-XXXXXXX
PROPOSER QUALIFICATIONS

DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE

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: 22-XXXXXXX

PRICE PROPOSAL FORM

DEMOLITION OF STRUCTURE AT 2141-2151 ALI-BABA AVENUE

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

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. 22-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:

_____	By: _____
Witness	Signature
_____	_____
Witness	Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date: _____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE DEMOLITION OF THE STRUCTURE AT 2495 ALI BABA AVENUE (FORMER CITY POLICE STATION), WITHIN THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka's Building Official has recommended demolition of the former City Opa-Locka Police Station, located at 2495 Ali Baba Avenue, within the City of Opa-Locka (See attached Exhibit "A"); and

WHEREAS, demolition is necessary, in part, due to the existence of extensive hazardous materials that were identified during the evaluation process for Hurricane Irma repairs, making restoration of the building economically unfeasible; and

WHEREAS, the Interim City Manager recommends that the City issue an RFP for demolition of the former Police Station; and

WHEREAS, the selected Contractor will be required to visit the site and be familiar with existing conditions of the adjoining community, roads, and structures adjacent to the site; and

WHEREAS, the successful Contractor will also be required to investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, and ingress and egress of the site; and

WHEREAS, in addition to other requirements, the selected Contractor will be required to conform to all City, State, and Federal regulations regarding the transportation of materials to and from the job site and shall secure in advance such permits as may be required; and

WHEREAS, the City of Opa-Locka desires to issue a Request for Proposals (RFP) to seek proposals from qualified professionals to demolish the former Police Station; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP to demolish the Former Police Station located at 2495 Ali Baba Avenue and further authorizes the spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed appropriate.

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

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby authorizes the City Manager to issue a Request for Proposals, attached hereto as Exhibit "A", for the demolition of the Former Police Station located at 2495 Ali Baba Avenue, within the City and further authorizes the spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed appropriate.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this 22nd day of June, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*06.22.2022*		**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**	
	Est. $3,000		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution authorizing the City Manager to issue an RFP for Demolition of Structure at 2495 Ali-Baba Avenue (Former Police Station).

Staff Summary:

The City of Opa-locka would like to issue a Request for Proposals (RFP) to seek proposals from qualified professionals to demolish the former Police Station. The Police Station has been recommended for demolition due to the presence of extensive hazardous materials identified in evaluating Hurricane Irma repairs, making restoration of the building economically unfeasible.

After an environmental and structural assessment, it was determined that the building conditions were not feasible for renovation, therefore the City of Opa-locka Building & License Department approved the demolition of the facility through permit number 22040098.

Staff believes it is in the best interest of the City to issue an RFP for the City to move forward with demolishing of the former Police Station.

The property located at 2495 Ali-Baba Avenue also known as the City of Opa-locka former Police Station is a city-owned property registered under folio # 08-2122-002-0460.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be $3,000, with funding available in the Non-Department Other Advertising budget 19-515491. ($9,318 available).

Proposed Action:

Staff recommends the approval of this request to issue the RFP to seek proposals from qualified companies.

Attachment:

Draft RFP

"THE GREAT CITY"

City of OPA-LOCKA Florida

CITY OF OPA-LOCKA BUILDING DEPARTMENT

Recommendation for Demolition

June 15, 2022

Capital Improvement
Program Department
780 Fisherman Street
Opa-locka Florida
33054

Re: 2495 Ali Baba Avenue

Legal Description: **OPA LOCKA CENTER PB 45-71 LOTS 5 TO 11 INC BLK 311 OPA LOCKA DATED 6-21-68 LOT SIZE 100.000 X 489**

Building Official recommended action on **(A) 1 Story GOVERNMENTAL/PUBLIC ADMINISTRATION BUILDING (OTHER THAN MILITARY OR PENAL).**, located at the above address is as follows:

After Evaluation on **October 14, 2021**, the Official recommended that:

Said structure be demolished by an individual qualified to obtain a demolition permit within 45 days of completion of demolition plans approved by the City of Opa-locka. The demolition permit shall be obtained from the Building Department of the City of Opa-locka. All debris resulting from the demolition shall be promptly removed from the premises.

This recommendation was issued in accordance with Article V regarding DANGEROUS OR SUBSTANDARD STRUCTURES section 7-65 of the Code of Opa-locka Florida.

In response to this recommendation, BEA Architects (Architectural and Engineering Firm) contracted by the City to plan and design the Demolition Plans on behalf of the Capital Improvement Program Department submitted on April 29, 2022, all required plans to obtain Permit No. 22040098 issued May 5th, 2022 by the Building Department of the City of Opa-locka (attached to this letter as reference).

Esin Daniel Abia, EI, CAC, CBO, CFM
Building Official, Building Department
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054

BUILDING PERMIT APPLICATION

BUILDING DEPARTMENT

3400 NW 135th St., Building B
Opa-Locka, Florida 33054
Tel: (305) 953-2827
Fax: (305) 953-2897

" THE GREAT CITY "
City of OPA-LOCKA Florida

PERMIT NO. 22040098
DATE ISSUED: _____
CASH RECEIPT NO. _____
CASH ____ or CHECK NO. _____

PERMIT TYPE (Circle) **BUILDING** MECHANICAL WALL/FENCE SIGN PAVING ROOFING FIELD INSPECTION

OTHER Demolition

Owner City of Opa-locka Tel No 305-953-2868
Mail Address 12950 NW 42nd Avenue
Bldg Contr _____ Tel No _____
Mail Address _____
Architect BEA ARCHITECTS
Engineer _____
Tax folio no 08-2122-002-0460 ~~08-2722-002-0460~~
LEGAL DESCRIPTION OF JOB: Lot No. 5-11 Blk 311
Subdivision _____ PB & Page No PB:45 PG:71
Street Address of Job 2495 ALI-BABA AVE
Lot Size 48,908 SF Survey Attached YES
Present Use ABANDONED POLICE STATION

I HEREBY MAKE APPLICATION FOR PERMIT TO:

ERECT ☐ ALTER ☐ DEMOLISH ☒ ADD ☐ REPAIR ☐
REMOVE ☐ REMODEL ☐ ROOF ☐ FENCE ☐ SIGN ☐
A 1 STORY RESIDENTIAL ☐ INDUSTRIAL ☐
OTHER CIVIC

FOR THE FOLLOWING USE AND OCCUPANCY
N/A

SQ./LIN. FT 48,908 SF ESTIMATED COST $80,000

I understand that in signing this application, I am responsible for the supervision and completion of the construction in accordance with the plans and specifications and for compliance with all City, Federal, State, and County Laws applicable.

SIGNATURE OF CONTRACTOR (QUALIFIER) OR OWNER-BLDR ONLY

PRINT NAME CONTRACTOR (QUALIFIER) OR OWNER-BUILDER

QUALIFIER'S LICENSE NUMBER

NOTARY PUBLIC 04/29/2022

Notary Public State of Florida
Joanna Flores
My Commission GG 292935
Expires 01/21/2023

WARNING TO OWNER: YOU MUST RECORD A NOTICE OF COMMENCEMENT. FAILURE TO DO SO MAY RESULT IN YOUR PAYING TWICE FOR SEEING IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR COMMENCEMENT.

FOR OFFICE USE ONLY

	APPROVED	DATE	DENIED
ZONING		4/29/22	
PUBLIC WORKS			
PLUMBING	Removed N/A		
ELECTRICAL	Removed N/A		
MECHANICAL	N/A		
STRUCTURAL	N/A		
BUILDING		5.5.22	

		ESTIMATED VALUE	FEE
Principal Bldg	☐	$	
Accessory Bldg	☐		
Screen Enc ____	☐		
Wall ____	☐		
Fence ____	☐	Fee waived	
Pool ____	☐	city's Project	
Paving ____	☐		
Soakage Pit ____	☐		
Roofing ____	☐	CM	
Public Works ____	☐		
Building ____	☐		
Other Demolition	☒	80,000.00	~~137.~~
Field Inspection ____	☐		
CC Fee ____	☐		
TOTAL BLDG VALUE & FEES		$	

ISSUED BY: _____ DATE 5.5.22

CITY OF OPA-LOCKA
Community Development & Planning Dept.
Date Rec'd 5/11/22
Signature:

Certification is required for finished floor elevation prior to Certificate of Occupancy.

CONTRACTOR'S NUMBER _____
QUALIFIER'S NAME _____
QUALIFIER'S ADDRESS _____
CITY _____
STATE _____ ZIP CODE _____
TEL. NO. _____

OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 6/15/2022

Property Information	
Folio:	08-2122-002-0460
Property Address:	2495 ALI BABA AVE Opa-locka, FL 33054-3109
Owner	CITY OF OPA LOCKA
Mailing Address	2495 ALI BABA AVE OPA LOCKA, FL 33054-3109
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8940 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	10,882 Sq.Ft
Lot Size	48,998 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2021	2020	2019
Land Value	$205,792	$205,792	$205,792
Building Value	$183,053	$183,534	$175,653
XF Value	$31,128	$31,299	$31,471
Market Value	$419,973	$420,625	$412,916
Assessed Value	$419,973	$420,625	$412,916

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	$419,973	$420,625	$412,916
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$419,973	$420,625	$412,916
Taxable Value	$0	$0	$0
City			
Exemption Value	$419,973	$420,625	$412,916
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$419,973	$420,625	$412,916
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2021	2020	2019
Municipal	Exemption	$419,973	$420,625	$412,916

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/15/2022

Property Information

Folio: 08-2122-002-0460

Property Address: 2495 ALI BABA AVE

Roll Year **2021** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	P	8000	Square Ft.	48,998.00	$205,792

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1955			7,861	$128,409
1	2	1959			1,400	$22,869
1	3	1984			1,621	$31,775

Extra Features

Description	Year Built	Units	Calc Value
Central A/C (Aprox 400 sqft/Ton)	1991	7.5	$6,570
Chain-link Fence 6-7 ft high	1984	580	$5,359
Paving - Asphalt	1970	19,170	$15,815
Paving - Concrete	1955	1,758	$3,384

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Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/15/2022

Property Information

Folio: 08-2122-002-0460

Property Address: 2495 ALI BABA AVE

Roll Year **2020** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	P	8000	Square Ft.	48,998.00	$205,792

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1955			7,861	$128,409
1	2	1959			1,400	$22,869
1	3	1984			1,621	$32,256

Extra Features

Description	Year Built	Units	Calc Value
Central A/C (Aprox 400 sqft/Ton)	1991	7.5	$6,660
Chain-link Fence 6-7 ft high	1984	580	$5,440
Paving - Asphalt	1970	19,170	$15,815
Paving - Concrete	1955	1,758	$3,384

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/15/2022

Property Information

Folio: 08-2122-002-0460

Property Address: 2495 ALI BABA AVE Opa-locka, FL 33054-3109

Roll Year **2019** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	P	8000	Square Ft.	48,998.00	$205,792

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1955			7,861	$122,573
1	2	1959			1,400	$21,830
1	3	1984			1,621	$31,250

Extra Features

Description	Year Built	Units	Calc Value
Central A/C (Aprox 400 sqft/Ton)	1991	7.5	$6,750
Chain-link Fence 6-7 ft high	1984	580	$5,522
Paving - Asphalt	1970	19,170	$15,815
Paving - Concrete	1955	1,758	$3,384

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Version:

OFFICE OF THE PROPERTY APPRAISER

Generated On : 6/15/2022

Property Information

Folio: 08-2122-002-0460

Property Address: 2495 ALI BABA AVE

Full Legal Description
OPA LOCKA CENTER PB 45-71
LOTS 5 TO 11 INC BLK 311
LOT SIZE 48998 SQUARE FEET

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

City of Opa-locka

RFP NO: 22-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE

(FORMER POLICE STATION)

CITY OF OPA-LOCKA
RFP NO. 22-XXXXXXX

DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE

(FORMER POLICE STATION)

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-XXXXXXX

DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE (FORMER POLICE STATION)

Sealed Proposals for Demolition of Structure at 2495 Ali-Baba Avenue (Former Police Station) will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, August 7, 2022 by 2:00 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 Demolition of Structure at 2495 Ali Baba Avenue Old Police Station.**

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 a contract to that proposer whose proposal best complies with the **RFP NO: 22-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Thursday, July 14, 2022 at 10:00 a.m.** at 780 Fisherman Street, Ste. 220, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09
Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,,4638013145#,,,,*780334# US (Chicago)
+16465588656,,4638013145#,,,,*780334# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

City Clerk
Joanna Flores, CMC

CITY OF OPA-LOCKA

RFP NO. 22-XXXXXXX

DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE (FORMER POLICE STATION)

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide Demolition services at the old Police Station 2495 Ali-Baba Avenue, Opa-locka, FL 33054.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Wednesday, August 7, 2022. 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. 22-XXXXXXX – DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE (FORMER POLICE STATION).** 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 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 Station 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 affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. 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

MINIMUM SPECIFICATIONS
GENERAL REQUIREMENTS:
SCOPE OF SERVICES

1. FACILITY DEMOLITION

1.1 EXISTING CONDITIONS

1.1.1 The project is located at 2495 Ali-Baba Ave, Opa-locka, Florida, 33054. The site comprises one parcel of land of approximately 48,998 Sq. Ft. The folio number of this parcel is 08-2122-002-0460. The vacant building was constructed of a concrete block, mortar, and stucco with a built-up roof field. The date of construction is unknown. The Interior finishes consisting of lay-in ceiling tile, drywall ceiling, drywall walls, interior concrete block and mortar, ceramic floor tiles, ceramic wall tiles, and vinyl floor tile.

1.1.2 The Contractor shall be held to have visited the site and to have familiarized themselves with the existing conditions of the adjoining community, roads, and structures adjacent to the site.

1.1.3 The Contractor shall investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, and ingress and egress of the site.

1.1.4 The Contractor shall conform to all City, State, and Federal regulations regarding the transportation of materials to and from and at the job site and shall secure in advance such permits as may be required.

1.1.5 The Contractor shall be familiar with applicable federal, state, and local requirements for performing this work, including all specific requirements, as they relate to storage, transportation, and permitted work hours.

1.1.6 Working hours at the site are to be from 8:00 am to 5:00 pm, unless otherwise directed by the Owner or the Owner's Consultant.

1.1.7 The building and facility components at the site to be demolished are vacated and their use has been discontinued. The owner assumes no responsibility for the actual condition of the building to be demolished. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner as far as practical.

1.1.8 Two 1000 gallons fuel underground storage tanks (UST) are present ~10-25 from the property line. These USTs must be disconnected and properly abandoned as part of the demolition work. The historical plans indicate that two (2) UST are 6~8 ft deep. These tanks are to be located and uncovered located by the Contractor and verified by the Owner's Consultant such that measurements can be taken and then properly abandoned during the facility demolition.

For purpose of this bid package, the Contractor must prepare a unit cost for abandonment presuming a UST depth of 15 ft.

1.1.9 Two above-ground tanks are present in the facility one diesel, and one gas, these tanks must be disconnected and properly abandoned as part of the demolition work.

1.1.10 A Ground Penetrating Radar (GPR) survey has been performed at the facility that identified buried piping, utilities, tanks, and underground structures. The removal and proper disposal and/or salvage or recycling of these materials is part of the scope of work. Excavations conducted for the removal of such materials must be properly backfilled and graded level as described in subsequent section of this contract document.

K. An Environmental Hazard Assessment has been completed and it will be provided by the City (Exhibit A) identifying the following elements:

- Lead-Based Paint (LBP)

Quantifiable concentrations of lead were identified in sample of the following paint:

Sample #s	Description	Location	Substrate	Lead Results (ppm)
L4	Brown Paint	Northeast Interior Walls	Concrete Block and Mortar	240
L11	Brown Paint	South and Southeast Exterior Building	Metal Handrail	780
L12	Green Paint	Northwest Generator Room	Metal Generator	120

All metal components present at the facility that have LBP must be sent to a local recycler.

- Asbestos: Survey activities included visual observations of the interior, exterior and roofing materials to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color and texture with consideration given to the date of application. Exterior assessment was conducted in visually accessible areas of the building.
- Surface Mold Sampling: activities included surface swap samples of suspect visible fungal growth. Surface swab samples of suspect fungal/biological growth were collected from representative surfaces in the designated areas using a moist swab stick, sealed in a plastic container, and labeled for analysis. The results of the analyses are presented in the following table.

Swab Lift Analytical Results

Sample #	Location	Results (counts per area analyzed)
S1	Lobby Area – Drywall and joint compound	*Hyphal elements* – 144,515 count/cm^2 *Stachybotrys* – 1,637,842 count/cm^2 ***Evidence of fungal growth***
S2	South Restroom Hallway – white 2x4 worm ceiling tile	*Hyphal elements* – 385,375 count/cm^2 *Stachybotrys* – 3,211,455 count/cm^2 ***Evidence of fungal growth***
S3	Detainee office – white 2x4 large worm hole ceiling tile	*Hyphal elements* – 192,687 count/cm^2 *Penicillium/Aspergillus Group* – 104,372 count/cm^2 *Stachybotrys* – 2,344,362 count/cm^2 ***Evidence of fungal growth***

1.2 MATERIALS OWNERSHIP

A. Except for items of materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractors property and shall be removed from the site with further disposition at the Contractor's option.

B. Salvaged Materials: Items of salvageable value to the Contractor, after approval by the Owner is given, may be removed from the structure, and become the property of the Contractor as work progresses. Transport salvaged items from the site as they are removed.

C. The Owner reserves the right to salvage any and all material as he deems useful prior to the scheduled demolition. The Contractor shall notify the Owner of their intent to start demolition (In writing) with sufficient time so as to allow salvage operations by the Owner to take place without disrupting the Construction Schedule.

D. Storage or sale of removed items will not be permitted on site.

1.3 SUBMITTALS

a. General: Submit each item in this Article according to the Conditions of the Contract.

b. Proposed dust control measures.
c. Proposed noise control measures.
d. Proposed Health and Safety Plan
e. Schedule of demolition activities indicating the following:
f. Proposed methods and operations of demolition.
g. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
h. Permits and Notices authorizing building demolition.
i. Permit for transport and disposal of debris.
j. Other applicable permits as required by Miami-Dade County and the State of Florida.
k. Inventory of items to be removed and salvaged/recycled.
l. Inventory of items to be removed by Owner.
m. Photographs or videotapes, sufficiently detailed of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations.
n. Identify and accurately locate capped utilities, and other subsurface structural, electrical, or mechanical conditions.
o. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licenses to accept hazardous wastes.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Firm Engage shall have successfully completed demolition Work similar to that indicated for this project. Contractors must submit to the owner as part of the pre-bid: list of references, similar project experience over the past 10 years and licensure verification.

B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Scheduling: Arrange demolition schedule with the Owner so as not to interfere with Owner's on-site operations if such activity should occur.

PART 2 - EXECUTION

2.1 EXAMINATION

a. Verify that utilities have been disconnected and capped.
b. Survey existing conditions and correlate with requirements indicated to determine the extent of demolition required.
c. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
d. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.

2.2 PREPARATION

A. Employ certified, licensed exterminators to treat building and control rodents and vermin before and during demolition operations.
B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used site facilities.

C. Do not close or obstruct streets, walks, or other adjacent or used facilities without permission from the Owner and authorities having jurisdiction. Provide alternate routes around closed of obstructed traffic ways if required by governing bodies.
D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities. Ensure safe passage of people around demolition area.
E. Erect temporary protection, such as walks, fences with screening, railings, canopies and covers passageways, where required by authorities having jurisdiction.
F. Protect existing site improvements, appurtenances, and landscaping to remain.
G. Provide and maintain interior and exterior shoring, bracing or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.
H. Strengthen or add new supports when required during progress of demolition.

2.3 EXPLOSIVES

A. Explosives: Use of explosives is not permitted.

2.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governmental environmental protection regulations.
B. Do not create hazardous or objectionable conditions, such as flooding and pollution when using water.
C. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
D. Remove debris from elevated portions of the building by chute, hoist or other devices that will convey debris to grade level.
E. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to the condition existing before the start of demolition.
F. Silt screen to be placed around the perimeter of each parcel on the inside of the chain-link fence.

2.5 DEMOLITION

A. Building Demolition: Demolish all above and below grade structures, including buildings, foundations, railings, and piping. Use methods required to complete demolition within limitations and as follows:

B. Prior to demolition, the Contractor shall remove and properly dispose of lighting fixtures as PCB-containing equipment. Fluorescent tubes shall be removed and recycled.

C. Dispose of demolished items and materials promptly. On-site storage of sale of removed items is prohibited.

D. Demolish concrete, steel, and masonry in small sections.

E. Remove structural framing members and lower to ground by a method suitable to avoid free fall and prevent ground impact or dust generation.

F. Break up and remove concrete slabs on grade unless otherwise shown to remain.

G. Below-Grade Demolition:

1. Demolish foundation walls and other below-grade construction, as follows:
2. Completely remove below-grade construction, including foundation walls and footings.
3. Remove pile caps and footings where present.
4. Breakup and remove below-grade concrete slabs.

5. Remove all abandoned utility lines under the buildings and within the parcel boundaries.

H. Facility Demolition Method: The Contractor will use conventional techniques for demolition. Discuss proposed methods at the Pre-demolition Meeting, to be scheduled by the Owner, and indicate schedule requirements based on the method(s) selected.

I. Post-Demolition and removal of demolition debris, the site must be graded to a level working grade to be determined by the Owner.

J. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

K. The underground water supply line, which passes under Ali Baba Avenue and connects the east and west parcels will remain in place and must be plugged and capped at the boundaries of each parcel – this work must be coordinated with City of Opa-Locka Public Works Station.

2.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. Rubbish and debris to be removed from the site at least weekly.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and dispose of them legally.

D. Recycling: The contractor is encouraged to pursue the reuse of demolition debris, such as crushed or broken concrete and metal. However, in accordance with EPA regulations, The Contractor must segregate ACM from concrete that is planned to be recycled.

SECTION - RELATED DOCUMENTS AND SECTIONS

A. “Environmental Hazard Assessment”, dated January 7, 2022, prepared by Terracon.

B. “Pre-Demolition Opa Locka Police Station”, dated January 2022, prepared by BEA Architects.

C. GPR Underground Utilities Survey, dated June 2022, prepared by Terracon.

D. Demolition Package.

SECTION- REMOVAL OF PCB BALLASTS AND MERCURY-CONTAINING LIGHT BULBS

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This Section of the specifications describes the minimum Work procedures and requirements to provide properly trained personnel and sufficient facilities to properly remove, load, transport, unload and dispose of PCB dielectric oil-filled ballasts and mercury-containing light bulbs. PCB dielectric oil-filled ballasts are defined as those ballasts which contain greater than 50 ppm of PCB fluid. Mercury-containing light bulbs are defined as those which contain greater than 0.009 mg/L of mercury.

B. The Contractor shall be responsible, in the event of a PCB or mercury problem or spill, for the immediate notification of the Owner and Owner’s Consultant. The notification will include the following:

1. Name of the company causing the problem.
2. Names of the owners/operators of the company.
3. Date and time of the problem.
4. Location, type, and extent of the problem.
5. Cause of the Problem.
6. Methods used to control the problem.
7. Estimated cost of cleanup.
8. Preventive measures taken to reduce the possibility of further problems.

1.2 MONITORING THE WORK

A. Monitor the work for compliance with published rules and regulations such as, but not limited to. OSHA 29 CFR 1910.1200

1.3 QUALIFICATIONS

A. The Contractor shall submit to the Owners Representative his qualifications for removal of PCB-contaminated wastes. This submission by the" Contractor shall include the following information:

B. All Federal, state, and local permits for handling and transporting PCB materials. Compliance with the requirements as a Commercial Storer, Transporter or Generator of PCB Wastes pursuant to 40 CFR 761.

C. Written evidence of an EPA approved method of PCB and mercury disposal or destruction.

D. Spill Prevention Control and Countermeasure (SPCC) Plan pursuant to 40 CFR 761.65 (c)(7)(ii) to be implemented by the transporter.

E. A written Closure Plan pursuant to 40 CFR 761.65 (e) to be implemented by the Contractor. A written Hazard Communication Program pursuant to 29 CFR 1910.1200 to be implemented by the Contractor.

1.4 DESCRIPTION OF WORK

A. Provide in accordance with all Federal-State and Local regulations; all safety equipment, materials, equipment, permits, containers, labels, manifests, transportation, placards, licenses, documents, labor, and supervision required to test, provide certifications of PCB decontamination, restore, drain, remove, load, transport and provide final EPA-approved disposal of all PCB contaminated items such as, but not limited to, ballasts, starter compensators, capacitors, dirt, rags, cleaning equipment and clothing; removal and disposal of all mercury-containing light bulbs; and removal and proper disposal of all light fixtures as indicated on the plans.

PART 2 – EXECUTION

2.1 BALLAST REMOVAL AND PACKING

A. Remove all ballasts from light fixtures with care. Pack all ballasts in drums with care, so as not to cause ballasts to leak as a direct result of removal and packing of ballasts. Install absorbent material on the bottom of each drum. Segregate all leaking ballasts from non-leaking ballasts, separately package leaking ballasts in double plastic bags, label these bags with yellow "Caution Contains PCBs" stickers, and place these bags in a separate drum with absorbent material labeled as containing leaking ballasts. Supply and install labels on all drums with the following information:

1. Contents of the Drum (number of ballasts).
2. DOT description.
3. Name address and telephone number of the Generator.
4. Name address and telephone number of the Contractor.
5. Emergency telephone numbers.
6. Date when each drum was filled.

B. Ensure that no other material or waste is contained in the drums except for the ballasts from florescent light fixtures and absorbent material removed under this contract.

C. Supply DOT-approved 17C drums only. Leaking drums shall not be accepted. All drums filled with ballasts shall be moved to a loading dock immediately accessible to an 8.5-foot by 48-foot truck capable of transporting 40,000 pounds of payload weight.

D. Alternately Contractor at its option, may use a smaller truck, e.g., an 8.5-foot by 26-foot truck capable of transporting 20,000-pounds of payload weight. If there is no loading dock available, a truck with a lift gate shall be used for the pickup.

2.2 REMOVAL OF MERCURY-CONTAINING LIGHT BULBS

A. Install absorbent material at the bottom of the drums which will be used for disposal of the mercury-containing fluorescent bulbs.

B. Carefully remove all florescent light bulbs from the light fixture and place them in drums so as not to cause the light bulbs to break. The light bulbs shall be segregated from the PCB-ballasts.

2.3 BALLAST AND MERCURY-CONTAINING LIGHT BULB SHIPMENT LOADING AND TRANSPORTATION

A. Supply a Uniform Hazardous Waste Manifest (EPA form 8700-22) signed by the Owner and Contractor's truck driver.
B. Provide personnel to lift drum lids for disposal operator and visual inspection of the contents of the drums before transportation from the site.
C. Provide an estimate of the weight of all of the filled drums. Inspect all labels on the drums.
D. Correct any labels that are not properly labeled.
E. Load all drums onto truck.
F. The shipment shall be transported in accordance with all DOT, EPA, state, and local regulations to the designated disposal facility.

2.4 BALLAST AND MERCURY-CONTAINING LIGHT BULB SHIPMENT UNLOADING

A. Assign each drum a unique drum number. Weigh each drum.
B. Owner is invited to witness each weighing. Sign each manifest and shall fax one copy pf the completed Manifest to the Contracting Officer within 5 days of the receipt of the shipment and return hard copies by certified return mail.
C. The Contractor shall store all drums in accordance with EPA, State, and local regulations.

2.5 BALLAST DISPOSAL

A. The Contractor shall dispose of the PCB ballasts in accordance with the following method: Dismantling the ballast from the lighting fixture, removing the PCB capacitor and asphalt potting material, and disposing of the PCB materials by incineration pursuant to 40 CFR 761.70.

2.6 MERCURY-CONTAINING LIGHT BULB DISPOSAL

A. Mercury-Containing light bulbs present at the facility shall be disposed of as a hazardous waste in accordance with CFR 40 Part 260.

2.7 FLUORESCENT LIGHT FIXTURE DISPOSAL

A. Contractor shall dispose of all fluorescent light fixtures, less the PCB ballast and light bulbs, as non-contaminated wastes.

SECTION - PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 SUMMARY

A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
B. Inspection procedures.
C. Project record document submittal.
D. Submittal of warranties.
E. Final cleaning and grading.

1.2 SUBSTANTIAL COMPLETION

A. Substantial Completion is claimed, when the Contractor can demonstrate 100 percent completion of the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in the Contract Documents and a statement showing as accounting of changes to the Contract Sum.

B. If 100 percent completion cannot be shown, including a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

C. Advise the Owner of pending insurance change over requirements.

D. Submit specific warranties, workmanship bonds, final certifications, and similar documents.

E. Make final changeover of permanent locks and transmit keys to the Owner. Advise Owner of change over in security provisions.

F. Inspection Procedures: On receipt of a request for inspection, the Owner and/or his consultant will either inspect the site to verify substantial completion of the demolition work and will inform the Contractor of unfilled requirements, if any. The Owner's Representative will prepare a Letter of Substantial Completion following inspection or inform the Contractor of work that must be completed or corrected before the letter will be issued.

G. The Owner's Representative will repeat inspection when requested and assured that the work has been substantially completed. Results of the completed inspection will form the basis of requirements for final acceptance and payment.

1.3 FINAL ACCEPTANCE

A. Preliminary Acceptance: Before requesting final inspection for a Letter of Final Acceptance and Final Payment, complete the following:

1. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.

2. Submit Final Close-Out Documents, which include, but are not limited to, final manifests and landfill receipts, personal air sampling data, copies of the daily log and reports, and copies of the daily sign-in/sign-out sheets.

3. Submit an updated liquidated damages settlement statement, if any.

4. Submit an updated final statement, accounting for final additional changes to the Contract, if any.

5. Submit Contractor's Affidavit and Release of all Claims Form as required under General Conditions of the Contract.

6. Submit consent of Surety to Final Payment.

7. Submit the Final Payment Request with releases and supporting documentation not previously submitted and accepted.

B. Re-inspection Procedure: The Owner's Representative will re-inspect the Work upon receipt of notice that the Work, including the inspection list from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner's Representative.

C. Upon completion of re-inspection, the Owner's Representative will prepare a Letter of Final Acceptance or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance. If necessary, re-inspection will be repeated by the Owner's Consultant.

1.4 RECORD DOCUMENTS SUBMITTALS

A. The Contractor upon final disposal of all PCB and mercury-containing waste, shall document in writing the following information and submit such to the Contract Administrator and the Owner's Representative, within twenty (20) days of each incineration/recycle delivery. All final documents must be delivered to Owner's Representative within twenty (20) days of completion of the project.

B. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

C. Note related Change Order numbers where applicable.

D. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work.

1.5 FINAL CLEANING AND GRADING

A. The Contractor is responsible for leaving the site clean of construction and demolition debris, rubble or any waste generated from the demolition activities including rubbish, litter, and foreign substances, as well as adjacent roadways.

B. Removal of Protection: Remove temporary protection and facilities installed for the protection of the Work during construction.

C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

D. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

E. The contractor is responsible for grading the site to a level working grade before final acceptance and payment are issued by the Owner.

END OF SECTION

DEMOLITION CHECKLIST

The following list contains contact information, scheduling guidance, and removal procedures for waste items prior to the demolition of the Facility located at 2495 Ali Baba Avenue. The Contractor and/or its' licensed subcontractor(s) will be responsible for the execution of Items 1 through 8. These tasks should be addressed in the contract with the City of Opa-Locka (the Owner), please plan adequately to allow time for said tasks to be planned, scheduled, and completed.

Items for disposal are categorized as non-hazardous for removal purposes; for disposal purposes, these items may be categorized as hazardous waste. Personnel removing and handling items are not required to have 'hazardous material training per 29 CFR 1910.1200 for the removal of said items.

1. Electric, Water" Sewer - The Contractor shall confirm with the Owner those utilities have been disconnected and abandoned prior to demolition. Proper entities should be notified with ample time for disconnection of services to be completed.

2. Fluorescent & High-Intensity Discharge (HID) Bulbs - The Contractor shall be responsible for the removal of fluorescent and lllD (mercury vapor, metal halide, high-pressure sodium, stadium lights) bulbs prior to demolition. The GC or the CM can contact a recycler for the pick-up of bulbs after removal.

3. Lighting Ballasts and Emergency Lighting Batteries - The Contractor shall ensure that all ballasts and emergency lighting batteries are removed from their fixtures and placed in an accessible protected location in crates prior to demolition.

4. Grease Traps / Septic Tanks - The Contractor and/or their licensed subcontractor shall ensure Grease Traps and Septic Tanks, if encountered are pumped out prior to demolition. Grease Trap lines may be required to be jetted out.

5. Mercury Devices - The Contractor and/or their subcontractor shall ensure that all thermostat mercury devices are removed, placed in a small container, and placed in the same location of the ballast and batteries. Mercury devices must be removed prior to demolition.

6. Salvage - Contact the Owner to arrange the salvaging of any equipment, facility components, mechanical systems, or any other items that the city deems recyclable or salvageable, which would also include and not limited to steel and concrete building systems and facility components. The Contractor

must take into account that their intended recyclable or resalable items may be reduced due to salvaging by the city.

7. Notification of Demolition - A NESHAP notification is required by law to be submitted to the local regulatory agency. Notification is required to be submitted 10 Business Days prior to the demolition start date. The county has authority to stop work if regulatory compliance is not met (i.e., wetting Construction and Demolition (C&D) material prior to loading and wetting C&D material to eliminate air emission (dust) during demolition).

8. Other Chemical Products (paints, solvents, lab chemicals, pesticides, herbicides, etc.) All chemicals must be removed prior to demolition. If there are any questions about hazardous materials found on the property, please contact the City.

CITY OF
OPA - LOCKA
POLICE
DEPARTMENT

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 elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

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

4-2 EVALUATION CRITERIA

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

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing demolition services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
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 presentation 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. 22-XXXXXXX
PROPOSER QUALIFICATIONS

DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE

(FORMER POLICE STATION)

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: 22-XXXXXXX

PRICE PROPOSAL FORM

DEMOLITION OF STRUCTURE AT 2495 ALI-BABA AVENUE (FORMER POLICE STATION)

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

Proposing firm must completely fill out each row below.

Your firm must provide a detailed fee schedule that explains the cost and services for each description of task.

LUMP SUM PRICE: $_____

SUBMITTED THIS _____ DAY OF _____ 2022.

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 _____

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:

_____	By: _____
Witness	Signature
_____	_____
Witness	Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

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. Station of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

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

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

E-VERIFY FORM

Definitions:

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

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

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

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Station. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Station 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: _____

Asbestos, Lead Paint and Mold Assessment Demolition Survey Report

Opa-Locka Police Station
2495 Ali Baba Avenue
Opa-Locka, Florida

January 24, 2022
Terracon Project No. H8217173

Prepared for:
BEA Architects, Inc.
Miami, Florida

Prepared by:
Terracon Consultants, Inc.
Fort Lauderdale, Florida

Offices Nationwide
Employee-Owned
Established in 1965
terracon.com
Terracon
Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

January 24, 2022

BEA Architects, Inc.
3075 NW South River Drive
Miami, Florida 33142

Attn: Ms. Carmen M. Villalobos, M. Architect
P: 305 461-2053 Ext: 196
E: carmen.villalobos@beai.com

Re: Asbestos, Lead Paint and Mold Assessment Demolition Survey Report
Opa-Locka Police Station
2495 Ali Baba Avenue
Opa-Locka, Florida
Terracon Project No: H8217173

Dear Ms. Villalobos:

Terracon Consultants, Inc. (Terracon) is pleased to submit the attached report to BEA Architects, Inc. The purpose of this report is to present the results of an asbestos, paint containing lead (PCL) and mold survey performed on January 5 and 7, 2022 at the above referenced building in Opa-Locka, Florida. This survey was conducted in general accordance with Terracon Proposal Number dated December 14, 2021. We understand that this survey was requested due to the planned future Demolition of the Building.

Based on the laboratory results, **asbestos was detected** in samples collected. Surface Swab samples for suspect fungal/biological growth **indicated high concentrations on all three of the samples collected**. Please refer to the attached report for details.

Lead containing paint was detected above the laboratory reporting limit. Please refer to the attached report for details.

- **Brown Concrete Block and Mortar Wall**
- **Brown Metal Handrail**
- **Green Metal Generator**

Terracon appreciates the opportunity to provide this service to BEA Architects, Inc. If you have any questions regarding this report, please contact Mr. Sergio A. Adasme 954.741-8282.

Sincerely,
Terracon Consultants, Inc.
Florida Asbestos Business License Number ZA-337

Sergio A. Adasme
Environmental Services
Project Industrial Hygienist

Tom Holley, CHMM, CIH, CSP, MRSA
Licensed Asbestos Consultant AX-75
Senior Industrial Hygienist

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ASBESTOS, LEAD PAINT AND MOLD ASSESSMENT DEMOLITION SURVEY REPORT
Opa-Locka Police Station
Opa-Locka, Florida

Terracon Project No. H8217173
January 24, 2022

1.0 INTRODUCTION

Terracon performed an asbestos, lead paint and mold assessment survey on January 5 and 7, 2022 at the building located at 2495 Ali Baba Avenue Opa-Locka, Florida. The survey was performed at your request to assess potential hazardous materials that may be present to accommodate the planned future demolition activities of the building.

The assessment was conducted by Terracon's State of Florida accredited asbestos building inspector Mr. Ryan Nanan. Terracon applicable licenses and certifications are presented in Appendix D.

Building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. In addition, an assessment for mold and possible water intrusion was performed. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials and/or issues could be in walls, in voids, below the ground or in other concealed areas.

Suspect ACM samples were collected in general accordance with the sampling protocols outlined in EPA regulation 40 CFR 763 (Asbestos Hazard Emergency Response Act (AHERA)). Asbestos samples were delivered to an accredited laboratory for analysis. Suspect ACM samples were analyzed by Polarized Light Microscopy. Suspect PCL samples were obtained from representative surfaces potentially containing lead containing coatings. Lead paint samples were delivered to an accredited laboratory for analysis by Flame Atomic Absorption. The surface mold samples were obtained from representative areas and analyzed to the genus level by quantitative analysis.

1.1 Project Objective

We understand this asbestos survey was requested due to the planned demolition of the building to satisfy requirements of the USEPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP). NESHAP regulations prohibit the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP requires that potentially regulated ACM (RACM) be identified, classified and quantified prior to planned disturbances or Renovation/Demolition activities.

In addition, PCL samples were obtained to identify potential exposures sources, regulated by the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.62 and other applicable EPA regulations that could develop if coatings are disturbed during planned demolition activities.

Terracon also performed visual observations in the interior of the building for suspect visible mold growth, water intrusion and/or sources of potential moisture. Terracon assessed the presence and extent (document location, affected material types and estimated quantities) of readily visible suspect mold growth. However, Terracon may not have identified all possible microbial reservoirs or growth sites, as walls and floors may hide certain building materials with potential fungal growth.

1.2 Reliance

This report is for the exclusive use of BEA Architects, Inc. for the project being discussed. Reliance by any other party on this report is prohibited without written authorization of Terracon and BEA Architects, Inc. Reliance on this report by BEA Architects, Inc. and all authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, this report and Terracon's Agreement for Services. The limitations of liability defined in Terracon's Agreement for Services is the aggregate limit of Terracon's liability to BEA Architects, Inc.

2.0 BUILDING DESCRIPTION

The vacant building was constructed of a concrete block, mortar and stucco with a built-up roof field. Date of construction is unknown. The Interior finishes consist of lay-in ceiling tile, drywall ceiling, drywall walls, interior concrete block and mortar, ceramic floor tiles, ceramic wall tiles and vinyl floor tile.

3.0 FIELD ACTIVITIES

The survey was conducted in general accordance with the sample collection protocols established in USEPA AHERA regulations 40 CFR 763.86. Paint chip sampling for lead was conducted on observed painted surfaces located within the surveyed areas. A summary of survey activities is provided below. The mold assessment was conducted using industry consensus guidelines.

3.1 Asbestos

Survey activities included visual observations of the interior, exterior and roofing materials to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color and texture with consideration given to the date of application. Exterior assessment was conducted in visually accessible areas of the building.

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols. Samples of suspect materials were collected randomly selected locations in each homogeneous area. Bulk samples were collected using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

The selection of sample locations and frequency of sampling were based on Terracon's observations and the assumption that like materials in the same area are homogeneous in content. Eight-six (86) bulk samples were collected from 28 homogeneous areas of suspect ACM. A listing of suspect ACM observed and samples during the survey is provided below:

- White 2'x4' Worm Ceiling Tile
- White 2'x4' Large Worm Ceiling Tile
- Drywall and Joint Compound Ceiling
- Concrete/Drywall Ceiling
- Perimeter Drywall and Joint Compound
- Interior Drywall and Joint Compound
- Brown/Beige/Yellow 17''x17'' Ceramic Floor Tile, Grout and Thin Set and Yellow Mastic
- Brown 17''x17'' Ceramic Floor Tile, Grout and Thin Set
- **Brown 15''x15'' Ceramic Floor Tile, Grout, Thin Set and Black Mastic**
- Brown 1''x1'' Ceramic Floor Tile, Grout and Thin Set
- Red 4''x4'' Brick Floor Tile, Grout and Thin Set
- Beige 17''x17'' Ceramic Floor Tile, Grout and Thin Set
- White 2'x4' Worm Wall Tile and Brown Glue
- **White 12''x12'' Vinyl Floor Tile and Black Mastic**
- **Brown 12''x12'' Vinyl Floor Tile and Black Mastic**
- **Blue 12''x12'' Vinyl Floor Tile and Black Mastic**
- Multicolor Carpet and Brown Mastic
- Brown with Block Pattern 17''x17'' Ceramic Floor Tile, Grout and Thin Set
- Brown 12''x12'' Ceramic Floor/Wall Tile, Grout and Thin Set
- **Brown with Black Strips 12''x12'' Vinyl Floor Tile and Black Mastic**
- Exterior Stucco Wall
- Exterior Concrete Walkway
- Interior Concrete Block and Mortar
- Roof Field
- Roof HVAC Unit Flashing
- Roof Vents
- Roof Pitch Pans
- Roof Parapet Wall

Bold indicates asbestos detected

Bulk samples were submitted under chain of custody to EMLab P&K of Fort Lauderdale, Florida for analysis by PLM per EPA methodology EPA/600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. EMLab P&K is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 200738-0).

3.2 Lead Paint

Terracon performed a visual assessment of the interior and exterior of the building to identify, locate and assess predominant painted surfaces for lead. Representative paint chip samples were chosen from each unique combination of paint color, component and substrate.

A total of twelve paint chips samples were collected and submitted to EMLab P&K of Tustin, California for analysis. The paint chips were analyzed by Flame Atomic Absorption Spectrometry (AAS) by NIOSH 7082 and EPA method 7000B Modified. EMLab P&K is accredited under the Environmental Lead Laboratory Accreditation Program (AIHA-LAP, Accreditation No. 178697). A listing of suspect lead paint observed and sampled during the survey is provided below:

- Brown Drywall and Joint Compound Wall
- Moss Green Drywall and Joint Compound Wall
- Blue Drywall and Joint Compound Wall
- **Brown Concrete Block and Mortar**
- White Wood Baseboard
- White Wood Door Frame
- Brown Metal Door
- Green Wood Door Frame
- Green Wood Door
- Brown Stucco Wall
- **Brown Metal Handrail**
- **Green Metal Generator**

Bold indicates lead detected.

3.3 Surface Mold Sampling

Samples taken from a surface were analyzed for the presence of fungi/mold by direct microscopic examination. The primary purpose of a direct microscopic examination of a sample taken from a surface was to determine whether fungal spores were growing on the surface sampled, and if so, what kinds of fungi were present. This type of analysis may identify marker genera that may be indicative of indoor fungal growth. The presence of biological materials on a particular surface is not a direct indication of what may be in the air.

The swap samples were collected based on visual observations using laboratory-supplied swabs pressed over the suspect mold-impacted areas. Samples were placed inside a sampling container, labeled, and submitted under secure chain of custody to Aerobiology Laboratory for direct examination. Copies of laboratory reports are included in Appendix C.

Terracon collected a total of three surface swap samples of suspect visible fungal growth.

4.0 REGULATORY OVERVIEW

4.1 Asbestos

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos-containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and Category II non-friable ACM which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

In the State of Florida, asbestos activities are regulated by the Florida Department of Environmental Protection (FDEP). RACM must be removed prior to renovation or demolition activities which will disturb the materials. The owner or operator must provide the FDEP with written notification of planned removal activities at least 10 working days prior to the commencement of asbestos abatement activities. Removal of RACM must be conducted by a State of Florida-licensed asbestos abatement contractor.

The OSHA Asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

4.2 Lead in Construction

Lead is regulated by the EPA, HUD, FDEP and OSHA. The EPA and FDEP regulate lead use, removal, and disposal, and OSHA regulates lead exposure to workers. **The EPA and HUD, with their small child-safety focus**, define Lead-Based Paint (LBP) as paint, varnish, stain, or other applied coating that contains lead equal to or greater than 1.0 mg/cm^2, 5,000 mg/kg, or 0.5% by dry weight as determined by laboratory analysis.

However, for the purpose of the **OSHA lead standard, with its focus on the safety/exposure of construction workers, paint-containing lead includes <u>any detectable concentrations</u>** of metallic lead, all inorganic lead compounds, and organic lead soaps. A synopsis of the OSHA regulations (29 CFR 1926.62) and the applicability are as follows:

The OSHA Lead Standard for Construction (29 CFR 1926.62) applies to all construction work where an employee may be occupationally exposed to lead. All work related to construction, alteration, or repair (including painting and decorating) is included. The lead-in-construction

standard applies to any detectable concentration of lead in paint, as even small concentrations of lead can result in unacceptable employee exposures depending upon on the method of removal and other workplace conditions.

Under this standard, construction includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present
- Removal or encapsulation of materials containing lead
- New construction, alteration, repair, or renovation of structures, substrates, or portions containing lead, or materials containing lead
- Installation of products containing lead
- Lead contamination/emergency clean-up
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed
- Maintenance operations associated with construction activities described above

4.3 Surface Mold Sampling

Microorganisms are ubiquitous in the environment and have specific requirements for survival and growth. At present, no mandatory regulations or standards have been established for the maximum allowable concentration of fungal genera. Results of surface sample data is based on industry consensus guidelines and laboratory-provided data interpretation. If fungal growth was present, analysis included identification to genus or group and a quantitative assessment of the amounts present.

5.0 FINDINGS AND RECOMMENDATIONS

5.1 Asbestos

Asbestos was identified in the **Black Mastic** associated with the non-asbestos Brown 15''x15''Ceramic Floor Tile, Grout and Thin Set **(6% Chrysotile)** in (**HA9)** samples **(9A, 9B and 9C)**. Approximately 1,400 square feet and is in the southeast area of the building. The laboratory analytical report is included as Appendix A.

Asbestos was identified in the **White 12''x12'' Vinyl Floor Tile (3% Chrysotile)** and the **Black Mastic (8% Chrysotile)** in (**HA14)** samples **(14A, 14B and 14C)**. Approximately 50 square feet and is in the south area of the gun range. The laboratory analytical report is included as Appendix A.

Asbestos was identified in the **Black Mastic** associated with the non-asbestos Brown 12''x12'' Vinyl Floor Tile **(6% Chrysotile)** in (**HA15)** samples **(15A, 15B and 15C)**. Approximately 250 square feet and is in the computer room hallway and computer room. The laboratory analytical report is included as Appendix A.

Asbestos was identified in the **Black Mastic** associated with the non-asbestos Blue 12''x12'' Vinyl Floor Tile **(5% Chrysotile)** in (**HA16)** samples **(16A, 16B and 16C)**. Approximately 300 square feet and is in the conference room. The laboratory analytical report is included as Appendix A.

Asbestos was identified in the **Brown with Black Strips 12''x12'' Vinyl Floor Tile (4% Chrysotile)** and the **Black Mastic (5% Chrysotile)** in (**HA20)** samples **(20A, 20B and 20C)**. Approximately 160 square feet and is in the property/evidence room. The laboratory analytical report is included as Appendix A.

5.2 Lead-Based Paint

Quantifiable concentrations of lead were identified in sample of the following paint:

Sample #s	Description	Location	Substrate	Lead Results (ppm)
L4	**Brown Paint**	**Northeast Interior Walls**	**Concrete Block and Mortar**	**240**
L11	**Brown Paint**	**South and Southeast Exterior Building**	**Metal Handrail**	**780**
L12	**Green Paint**	**Northwest Generator Room**	**Metal Generator**	**120**

*EPA/HUD LBP

The OSHA Lead in Construction rule 29 CFR 1926.62 regulates lead exposures during the demolition or renovation of structures where lead is present. An employer is required to perform an initial determination assessment for employees involved with the disturbance of lead containing paint to determine the anticipated level of dust exposure during demolition or renovation activities.

5.3 Surface Mold Sampling

Terracon collected three surface swap samples of suspect visible fungal growth. Surface swap samples of suspect fungal / biological growth were collected from representative surfaces in the designated areas using a moist swab stick, sealed in a plastic container, and labeled for analysis. Results of analyses are presented in the following table.

Swab Lift Analytical Results

Sample #	Location	Results (counts per area analyzed)
S1	Lobby Area – Drywall and joint compound	*Hyphal elements* – 144,515 count/cm^2 *Stachybotrys* – 1,637,842 count/cm^2 ***Evidence of fungal growth***
S2	South Restroom Hallway – white 2x4 worm ceiling tile	*Hyphal elements* – 385,375 count/cm^2 *Stachybotrys* – 3,211,455 count/cm^2 ***Evidence of fungal growth***
S3	Detainee office – white 2x4 large worm hole ceiling tile	*Hyphal elements* – 192,687 count/cm^2 *Penicillium/Aspergillus Group* – 104,372 count/cm^2 *Stachybotrys* – 2,344,362 count/cm^2 ***Evidence of fungal growth***

As provided by the laboratory, the analytical results are interpreted as follows:

- Rare – less than or equal to 10 spore counts per Count/cm^2
- Low – 11-100 spore counts per Count/cm^2
- Medium – 101-1,000 spore counts per Count/cm^2
- High – greater than 1,000 spore counts per Count/cm^2

Values noted as High (>1000) are typically non-satisfactory levels indicating amplification of microbial spores.

Recommendations

Asbestos:

- Any concealed building materials discovered during demolition activities not identified in this report, which are suspected to contain asbestos, should be sampled by an AHERA-certified asbestos inspector and analyzed by a NVLAP-accredited laboratory to confirm the presence or absence of asbestos prior to disturbing such materials. If the materials are found to contain asbestos, various regulations (EPA NESHAP, DERM, and OSHA) will apply.

- The results of this assessment should be communicated to the renovation or demolition contractor and other subcontractors working in the building and a copy of the survey should be on-site during renovation or demolition activities. In addition, a 10-day renovation/demolition notice should be sent to Miami-Dade County Division of Environmental Resource Management (DERM), which is located at 701 N.W. 1st Court, Suite 400, Miami FL, 33136. We recommend that a call be made to (305) 372-6925 to confirm their regulatory requirements.

- When ACMs are left in place during demolition, OSHA regulations apply, including supervisor and worker training, work practices, air monitoring, demarcation and signage, personal protective equipment, and recordkeeping.

- Non-friable ACM debris dislodged during demolition/renovation may be disposed of site in a sanitary landfill that accepts asbestos-containing demolition/construction debris wastes within the framework of local/state regulations. Please verify with the local landfills about their policies on accepting such wastes prior to planning the demolition work.

- Non-friable ACM debris mixed with demolition/renovation debris should not be used as fill material on-site nor should it be recycled/sold/given away to others for the same use.

- If the substrate (such as concrete) on which non-friable ACMs are installed is intended for recycling, the non-friable ACMs shall be removed as RACM prior to the recycling process by a Florida DBPR-licensed asbestos abatement contractor prior to initiating substrate recycling activities.

- If the demolition/renovation contractor changes the means and methods of demolition/renovation or if the contractor or the environmental consultant believes the Category I non-friable materials are being made friable, or if visible dust emissions are generated, the work should be stopped. In these situations, revised notification for removal of non-friable ACM may become necessary and the removal work will then need to be done by a Florida DBPR-licensed asbestos abatement contractor.

Paint-Containing Lead:

With the lead detected in the Northeast Interior Walls, South and Southeast Exterior Building and Northwest Generator Room, proper notification to the contractors as to the presence of lead coating so that the proper controls, training, work practices, etc., as delineated in the OSHA Lead in Construction standard (29 CFR 1926.62) can be implemented. In addition, the contractor should also be made aware that the disposal of lead-containing construction components may require Toxicity Characteristic Leaching Procedure (TCLP) testing. Likewise, direct contact with the Miami-Dade County Division of Environmental Resources Management (305-372-6925) is recommended to confirm their actual regulatory requirements.

Surface Swap Samples:

The samples were collected at random locations from lobby walls to ceiling tiles. Areas determined to have evidence of fungal growth should be cleaned and sanitized by a Florida Licensed Mold Remediator, in compliance with F.S.468.84, with employees trained to perform remediation procedures as described in the United States Environmental Protection Agency (USEPA) Mold Remediation in Schools and Commercial Buildings; or the Institute of Inspection, Cleaning, and Restoration Certification (IICRC), Standard and Reference Guide for Professional Mold Remediation S520, and/or other applicable state or local guidelines, as appropriate. Additional testing is recommended after the areas have been cleaned. If areas of suspect mold staining and/or water intrusion are subsequently identified, please contact Terracon for evaluation of the possible impacts or future actions.

6.0 LIMITATIONS/GENERAL COMMENTS

It should be noted that suspect asbestos materials and lead paint, other than those identified during the January 5 and 7, 2022 survey may exist in locations outside of the surveyed areas. Should suspect materials other than those which were identified during this survey be uncovered prior to demolition activities, those materials should be assumed asbestos-containing, and/or paint-containing lead until sampling and analysis can confirm or deny their asbestos content.

The asbestos, PCL and mold survey were conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information

contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions later.

This report has been prepared on behalf of and exclusively for use by BEA Architects Inc. for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

APPENDIX A

ASBESTOS ANALYTICAL LABORATORY RESULTS

eurofins | EMLab P&K

Terracon Consulting Engineers & Scientists

Report for:

Mr. Sergio Adasme
Terracon - Fort Lauderdale, FL
5371 NW 33rd Ave.
Suite 201
Fort Lauderdale, FL 33309

Regarding: Project: Opa Locka Police Station; 2495 Ali Baba Avenue Opa Locka, Florida
EML ID: 2823258

Approved by:

Signatory
Balu Krishnan

Dates of Analysis:
Asbestos PLM: 01-10-2022 and 01-11-2022

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EMLab P&K
5750 S. Semoran Blvd., Orlando, FL 32822
(866) 871-1984 Fax (954) 776-8485 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Total Samples Submitted:	66
Total Samples Analyzed:	66
Total Samples with Layer Asbestos Content > 1%:	15

Location: 1A, White 2'x4' Worm Ceiling Tile

Lab ID-Version‡: 13526787-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Gray Ceiling Tile	ND
Composite Non-Asbestos Content:	40% Cellulose 20% Mineral Wool
Sample Composite Homogeneity:	Good

Location: 1B, White 2'x4' Worm Ceiling Tile

Lab ID-Version‡: 13526788-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Gray Ceiling Tile	ND
Composite Non-Asbestos Content:	40% Cellulose 20% Mineral Wool
Sample Composite Homogeneity:	Good

Location: 1C, White 2'x4' Worm Ceiling Tile

Lab ID-Version‡: 13526789-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Gray Ceiling Tile	ND
Composite Non-Asbestos Content:	40% Cellulose 20% Mineral Wool
Sample Composite Homogeneity:	Good

Location: 2A, White 2'x4' Large Worm Ceiling Tile

Lab ID-Version‡: 13526790-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Tan Ceiling Tile	ND
Composite Non-Asbestos Content:	40% Cellulose 20% Mineral Wool
Sample Composite Homogeneity:	Good

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. Eurofins EMLab P&K reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
5750 S. Semoran Blvd., Orlando, FL 32822
(866) 871-1984 Fax (954) 776-8485 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Location: 2B, White 2'x4' Large Worm Ceiling Tile

Lab ID-Version‡: 13526791-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Tan Ceiling Tile	ND
Composite Non-Asbestos Content:	40% Cellulose 20% Mineral Wool
Sample Composite Homogeneity:	Good

Location: 2C, White 2'x4' Large Worm Ceiling Tile

Lab ID-Version‡: 13526792-1

Sample Layers	Asbestos Content
White Ceiling Texture	ND
Tan Ceiling Tile	ND
Composite Non-Asbestos Content:	40% Cellulose 20% Mineral Wool
Sample Composite Homogeneity:	Good

Location: 3A, Drywall and Joint Compound Ceiling

Lab ID-Version‡: 13526793-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 3B, Drywall and Joint Compound Ceiling

Lab ID-Version‡: 13526794-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

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C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Location: 3C, Drywall and Joint Compound Ceiling

Lab ID-Version‡: 13526795-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 4A, Concrete/Drywall Ceiling

Lab ID-Version‡: 13526796-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Drywall	ND
Gray Concrete	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 4B, Concrete/Drywall Ceiling

Lab ID-Version‡: 13526797-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Drywall	ND
Gray Concrete	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 4C, Concrete/Drywall Ceiling

Lab ID-Version‡: 13526798-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Drywall	ND
Gray Concrete	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 5A, Perimeter Drywall and Joint Compound

Lab ID-Version‡: 13526799-1

Sample Layers	Asbestos Content
Brown Paper	ND
Yellow Tape	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	12% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 5B, Perimeter Drywall and Joint Compound

Lab ID-Version‡: 13526800-1

Sample Layers	Asbestos Content
Brown Paper	ND
Yellow Tape	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	12% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 5C, Perimeter Drywall and Joint Compound

Lab ID-Version‡: 13526801-1

Sample Layers	Asbestos Content
Brown Paper	ND
Yellow Tape	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	12% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 6A, Interior Drywall and Joint Compound

Lab ID-Version‡: 13526802-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 6B, Interior Drywall and Joint Compound

Lab ID-Version‡: 13526803-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 6C, Interior Drywall and Joint Compound

Lab ID-Version‡: 13526804-1

Sample Layers	Asbestos Content
Brown Paper	ND
White Joint Compound	ND
White Drywall	ND
Composite Non-Asbestos Content:	10% Cellulose 1% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 7A, Brown/Beige/Yellow 17''x17'' Ceramic Floor Tile, Grout, Thin Set and Yellow Mastic

Lab ID-Version‡: 13526805-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
White Thinset	ND
Brown Grout	ND
Beige Ceramic Tile	ND
Sample Composite Homogeneity:	Poor

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ASBESTOS PLM REPORT

Location: 7B, Brown/Beige/Yellow 17''x17'' Ceramic Floor Tile, Grout, Thin Set and Yellow Mastic

Lab ID-Version‡: 13526806-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
White Thinset	ND
Brown Grout	ND
Beige Ceramic Tile	ND
Sample Composite Homogeneity:	Poor

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ASBESTOS PLM REPORT

Location: 7C, Brown/Beige/Yellow 17''x17'' Ceramic Floor Tile, Grout, Thin Set and Yellow Mastic

Lab ID-Version‡: 13526807-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
White Thinset	ND
Brown Grout	ND
Beige Ceramic Tile	ND
Sample Composite Homogeneity:	Poor

Location: 8A, Brown 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526808-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
White Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 8B, Brown 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526809-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
White Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 8C, Brown 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526810-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
White Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 9A, Brown 15''x15'' Ceramic Floor Tile, Grout , Thin Set and Black Mastic

Lab ID-Version‡: 13526811-1

Sample Layers	Asbestos Content
Brown Ceramic Tile	ND
Brown Grout	ND
White Thinset	ND
Black Mastic	6% Chrysotile
Sample Composite Homogeneity:	Poor

Location: 9B, Brown 15''x15'' Ceramic Floor Tile, Grout , Thin Set and Black Mastic

Lab ID-Version‡: 13526812-1

Sample Layers	Asbestos Content
Brown Ceramic Tile	ND
Brown Grout	ND
White Thinset	ND
Black Mastic	6% Chrysotile
Sample Composite Homogeneity:	Poor

Location: 9C, Brown 15''x15'' Ceramic Floor Tile, Grout , Thin Set and Black Mastic

Lab ID-Version‡: 13526813-1

Sample Layers	Asbestos Content
Brown Ceramic Tile	ND
Brown Grout	ND
White Thinset	ND
Black Mastic	6% Chrysotile
Sample Composite Homogeneity:	Poor

Location: 10A, Brown 1''x1'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526814-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
Tan Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 10B, Brown 1''x1'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526815-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
Tan Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 10C, Brown 1''x1'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526816-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
Tan Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 11A, Red 4''x4'' Brick Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526817-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
Red Brick	ND
Sample Composite Homogeneity:	Moderate

Location: 11B, Red 4''x4'' Brick Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526818-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
Red Brick	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 11C, Red 4''x4'' Brick Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526819-1

Sample Layers	Asbestos Content
White Thinset	ND
Gray Grout	ND
Red Brick	ND
Sample Composite Homogeneity:	Moderate

Location: 12A, Beige 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526820-1

Sample Layers	Asbestos Content
White Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 12B, Beige 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526821-1

Sample Layers	Asbestos Content
White Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 12C, Beige 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526822-1

Sample Layers	Asbestos Content
White Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 13A, White 2'x4' Worm Wall Tile and Brown Glue

Lab ID-Version‡: 13526823-1

Sample Layers	Asbestos Content
Tan Ceiling Tile	ND
Brown Glue	ND
White Ceiling Texture	ND
Sample Composite Homogeneity:	Good

Location: 13B, White 2'x4' Worm Wall Tile and Brown Glue

Lab ID-Version‡: 13526824-1

Sample Layers	Asbestos Content
Tan Ceiling Tile	ND
Brown Glue	ND
White Ceiling Texture	ND
Sample Composite Homogeneity:	Good

Location: 13C, White 2'x4' Worm Wall Tile and Brown Glue

Lab ID-Version‡: 13526825-1

Sample Layers	Asbestos Content
Tan Ceiling Tile	ND
Brown Glue	ND
White Ceiling Texture	ND
Sample Composite Homogeneity:	Good

Location: 14A, White 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526826-1

Sample Layers	Asbestos Content
White Floor Tile	3% Chrysotile
Black Mastic	8% Chrysotile
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: 14B, White 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526827-1

Sample Layers	Asbestos Content
White Floor Tile	3% Chrysotile
Black Mastic	8% Chrysotile
Sample Composite Homogeneity:	Good

Location: 14C, White 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526828-1

Sample Layers	Asbestos Content
White Floor Tile	3% Chrysotile
Black Mastic	8% Chrysotile
Sample Composite Homogeneity:	Good

Location: 15A, Brown 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526829-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Black Mastic	6% Chrysotile
Sample Composite Homogeneity:	Good

Location: 15B, Brown 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526830-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Black Mastic	6% Chrysotile
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: 15C, Brown 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526831-1

Sample Layers	Asbestos Content
Tan Floor Tile	ND
Black Mastic	6% Chrysotile
Sample Composite Homogeneity:	Good

Location: 16A, Blue 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526832-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

Location: 16B, Blue 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526833-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

Location: 16C, Blue 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526834-1

Sample Layers	Asbestos Content
Blue Floor Tile	ND
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: 17A, Multicolor Carpet and Brown Mastic

Lab ID-Version‡: 13526835-1

Sample Layers	Asbestos Content
Tan Mastic	ND
Multicolored Carpet	ND
Sample Composite Homogeneity:	Moderate

Location: 17B, Multicolor Carpet and Brown Mastic

Lab ID-Version‡: 13526836-1

Sample Layers	Asbestos Content
Tan Mastic	ND
Multicolored Carpet	ND
Sample Composite Homogeneity:	Moderate

Location: 17C, Multicolor Carpet and Brown Mastic

Lab ID-Version‡: 13526837-1

Sample Layers	Asbestos Content
Tan Mastic	ND
Multicolored Carpet	ND
Sample Composite Homogeneity:	Moderate

Location: 18A, Brown with Block Patten 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526838-1

Sample Layers	Asbestos Content
White Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

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Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
5750 S. Semoran Blvd., Orlando, FL 32822
(866) 871-1984 Fax (954) 776-8485 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Location: 18B, Brown with Block Patten 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526839-1

Sample Layers	Asbestos Content
White Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 18C, Brown with Block Patten 17''x17'' Ceramic Floor Tile, Grout and Thin Set

Lab ID-Version‡: 13526840-1

Sample Layers	Asbestos Content
White Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 19A, Brown 12''x12'' Ceramic Floor/Wall Tile, Grout and Thin Set

Lab ID-Version‡: 13526841-1

Sample Layers	Asbestos Content
White Thinset	ND
Brown Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 19B, Brown 12''x12'' Ceramic Floor/Wall Tile, Grout and Thin Set

Lab ID-Version‡: 13526842-1

Sample Layers	Asbestos Content
White Thinset	ND
Brown Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

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(866) 871-1984 Fax (954) 776-8485 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Location: 19C, Brown 12''x12'' Ceramic Floor/Wall Tile, Grout and Thin Set

Lab ID-Version‡: 13526843-1

Sample Layers	Asbestos Content
White Thinset	ND
Brown Grout	ND
Red Ceramic Tile	ND
Sample Composite Homogeneity:	Moderate

Location: 20A, Brown with Black Strips 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526844-1

Sample Layers	Asbestos Content
White Floor Tile	4% Chrysotile
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

Location: 20B, Brown with Black Strips 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526845-1

Sample Layers	Asbestos Content
White Floor Tile	4% Chrysotile
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

Location: 20C, Brown with Black Strips 12''x12'' Vinyl Floor Tile and Black Mastic

Lab ID-Version‡: 13526846-1

Sample Layers	Asbestos Content
White Floor Tile	4% Chrysotile
Black Mastic	5% Chrysotile
Sample Composite Homogeneity:	Good

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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Location: 21A, Exterior Stucco Wall

Lab ID-Version‡: 13526847-1

Sample Layers	Asbestos Content
White Plaster	ND
Gray Stucco	ND
Sample Composite Homogeneity:	Moderate

Location: 21B, Exterior Stucco Wall

Lab ID-Version‡: 13526848-1

Sample Layers	Asbestos Content
White Plaster	ND
Gray Stucco	ND
Sample Composite Homogeneity:	Moderate

Location: 21C, Exterior Stucco Wall

Lab ID-Version‡: 13526849-1

Sample Layers	Asbestos Content
White Plaster	ND
Gray Stucco	ND
Sample Composite Homogeneity:	Moderate

Location: 22A, Exterior Concrete Walkway

Lab ID-Version‡: 13526850-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-11-2022

ASBESTOS PLM REPORT

Location: 22B, Exterior Concrete Walkway

Lab ID-Version‡: 13526851-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: 22C, Exterior Concrete Walkway

Lab ID-Version‡: 13526852-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

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Terracon Consulting Engineers & Scientists

Report for:

Mr. Sergio Adasme
Terracon - Fort Lauderdale, FL
5371 NW 33rd Ave.
Suite 201
Fort Lauderdale, FL 33309

Regarding: Project: Opa Locka Police Station; 2495 Ali Baba Avenue Opa Locka, Florida
EML ID: 2825069

Approved by:

Signatory
Balu Krishnan

Dates of Analysis:
Asbestos PLM: 01-11-2022 and 01-12-2022

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-07-2022
Date of Receipt: 01-07-2022
Date of Report: 01-12-2022

ASBESTOS PLM REPORT

Total Samples Submitted:	20
Total Samples Analyzed:	20
Total Samples with Layer Asbestos Content > 1%:	0

Location: 23A, Interior Concrete Block and Mortar

Lab ID-Version‡: 13534957-1

Sample Layers	Asbestos Content
Gray Concrete	ND
White Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 23B, Interior Concrete Block and Mortar

Lab ID-Version‡: 13534958-1

Sample Layers	Asbestos Content
Gray Concrete	ND
White Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 23C, Interior Concrete Block and Mortar

Lab ID-Version‡: 13534959-1

Sample Layers	Asbestos Content
Gray Concrete	ND
White Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 24A, Roof Field

Lab ID-Version‡: 13534960-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 6% Glass Fibers
Sample Composite Homogeneity:	Moderate

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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-07-2022
Date of Receipt: 01-07-2022
Date of Report: 01-12-2022

ASBESTOS PLM REPORT

Location: 24B, Roof Field

Lab ID-Version‡: 13534961-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 6% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 24C, Roof Field

Lab ID-Version‡: 13534962-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 6% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 24D, Roof Field

Lab ID-Version‡: 13534963-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 6% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 24E, Roof Field

Lab ID-Version‡: 13534964-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 6% Glass Fibers
Sample Composite Homogeneity:	Moderate

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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-07-2022
Date of Receipt: 01-07-2022
Date of Report: 01-12-2022

ASBESTOS PLM REPORT

Location: 25A, Roof HVAC Unit Flashing

Lab ID-Version‡: 13534965-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 25B, Roof HVAC Unit Flashing

Lab ID-Version‡: 13534966-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 25C, Roof HVAC Unit Flashing

Lab ID-Version‡: 13534967-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Brown Insulation	ND
Composite Non-Asbestos Content:	15% Cellulose 5% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 26A, Roof Vents

Lab ID-Version‡: 13534968-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Composite Non-Asbestos Content:	8% Glass Fibers
Sample Composite Homogeneity:	Good

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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-07-2022
Date of Receipt: 01-07-2022
Date of Report: 01-12-2022

ASBESTOS PLM REPORT

Location: 26B, Roof Vents

Lab ID-Version‡: 13534969-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Composite Non-Asbestos Content:	8% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 26C, Roof Vents

Lab ID-Version‡: 13534970-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Brown Drywall	ND
Composite Non-Asbestos Content:	8% Glass Fibers 2% Cellulose
Sample Composite Homogeneity:	Good

Location: 27A, Roof Pitch Pans

Lab ID-Version‡: 13534971-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: 27B, Roof Pitch Pans

Lab ID-Version‡: 13534972-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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(866) 871-1984 Fax (954) 776-8485 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-07-2022
Date of Receipt: 01-07-2022
Date of Report: 01-12-2022

ASBESTOS PLM REPORT

Location: 27C, Roof Pitch Pans

Lab ID-Version‡: 13534973-1

Sample Layers	Asbestos Content
Black Roof Flashing	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Good

Location: 28A, Roof Parapet Wall

Lab ID-Version‡: 13534974-1

Sample Layers	Asbestos Content
Black Roofing Material	ND
Composite Non-Asbestos Content:	8% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 28B, Roof Parapet Wall

Lab ID-Version‡: 13534975-1

Sample Layers	Asbestos Content
Black Roofing Material	ND
Composite Non-Asbestos Content:	8% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 28C, Roof Parapet Wall

Lab ID-Version‡: 13534976-1

Sample Layers	Asbestos Content
Black Roofing Material	ND
Composite Non-Asbestos Content:	8% Glass Fibers
Sample Composite Homogeneity:	Good

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‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

APPENDIX B

PCL ANALTICAL LABORATORY RESULTS

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Terracon Consulting Engineers & Scientists

Report for:

Mr. Sergio Adasme
Terracon - Fort Lauderdale, FL
5371 NW 33rd Ave.
Suite 201
Fort Lauderdale, FL 33309

Regarding: Project: Opa Locka Police Station; 2495 Ali Baba Avenue Opa Locka, Florida
EML ID: 2823289

Approved by:

Laboratory Manager
Danny Li

Dates of Analysis:
Lead - Flame AA: 01-13-2022

Service SOPs: Lead - Flame AA (EM-BC-S-8443)
AIHA-LAP, LLC accredited service, Lab ID #178697

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Sample size, as it relates to Wipe samples only, is supplied by the client.

Eurofins EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EMLab P&K's LabServe® reporting system includes automated fail-safes to ensure that all AIHA-LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Eurofins EMLab P&K
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(866) 888-6653 Fax (623) 780-7695 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: 01-06-2022
Date of Report: 01-13-2022

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	L-1: Brown Drywall and Joint Compound Wall	L-2: Moss Green Drywall and Joint Compound Wall	L-3: Blue Drywall and Joint Compound Wall	L-4: Brown Concrete Block and Mortar Wall
Comments (see below)	A	A	A	A
Lab ID-Version‡:	13526886-1	13526887-1	13526888-1	13526889-1
Analysis Date:	01/13/2022	01/13/2022	01/13/2022	01/13/2022
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	39 ppm	39 ppm	39 ppm	40 ppm
Sample size	0.2567 grams	0.2592 grams	0.2536 grams	0.2501 grams
§Total Lead Result	< 39 ppm	< 39 ppm	< 39 ppm	240 ppm

Comments: A) The relative percent difference of the matrix duplicate pair was above control limits. The laboratory control sample and matrix blank were both within control limits and validated the batch.

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA-LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
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Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: null
Date of Report: 01-13-2022

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	L-5: White Wood Baseboard	L-6: White Wood Door Frame	L-7: Brown Metal Door	L-8: Green Wood Door Frame
Comments (see below)	A	A	A	A
Lab ID-Version‡:	13526890-1	13526891-1	13526892-1	13526893-1
Analysis Date:	01/13/2022	01/13/2022	01/13/2022	01/13/2022
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	40 ppm	40 ppm	39 ppm	39 ppm
Sample size	0.2498 grams	0.2499 grams	0.2561 grams	0.2556 grams
§Total Lead Result	< 40 ppm	< 40 ppm	< 39 ppm	< 39 ppm

Comments: A) The relative percent difference of the matrix duplicate pair was above control limits. The laboratory control sample and matrix blank were both within control limits and validated the batch.

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA-LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EMLab P&K
2841 Dow Avenue, Suite 300, Tustin, CA 92780
(866) 888-6653 Fax (623) 780-7695 www.emlab.com

Client: Terracon - Fort Lauderdale, FL
C/O: Mr. Sergio Adasme
Re: Opa Locka Police Station; 2495 Ali Baba Avenue
Opa Locka, Florida

Date of Sampling: 01-05-2022
Date of Receipt: null
Date of Report: 01-13-2022

LEAD: FLAME ATOMIC ABSORPTION SPECTROMETRY

Location:	L-9: Green Wood Door	L-10: Brown Stucco Wall	L-11: Brown Metal Hand Rail	L-12: Green Metal Generator
Comments (see below)	A	A	A	A
Lab ID-Version‡:	13526894-1	13526895-1	13526896-1	13526897-1
Analysis Date:	01/13/2022	01/13/2022	01/13/2022	01/13/2022
Sample type	Paint Chip sample	Paint Chip sample	Paint Chip sample	Paint Chip sample
Method*	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified	NIOSH 7082 & EPA 7000B modified
† Method Reporting Limit	40 ppm	40 ppm	40 ppm	48 ppm
Sample size	0.2520 grams	0.2521 grams	0.2485 grams	0.2101 grams
§Total Lead Result	< 40 ppm	< 40 ppm	780 ppm	120 ppm

Comments: A) The relative percent difference of the matrix duplicate pair was above control limits. The laboratory control sample and matrix blank were both within control limits and validated the batch.

Sample results have not been corrected for blank values.

Bulk samples are not covered under the AIHA-LAP, LLC service accreditation.

Wipe samples must meet ASTM E1792 criteria. Method Reporting Limits may not be valid for non-ASTM E1792 wipe samples.

*Sample preparation and analytical methods are based upon NIOSH 7082 and EPA 7000B.

† The Method Reporting Limit is the minimum concentration of Lead that the laboratory can confidently detect in the sample.

§ Total Lead Result has been rounded to two significant figures to reflect analytical precision.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

APPENDIX C

MOLD SWAB ANALYTICAL LABORATORY RESULTS

Aerobiology Laboratory Associates, Incorporated
Expertise Since 1997

Certificate of Analysis

5253B N.W. 33rd Avenue
Fort Lauderdale, FL 33309
(954)-451-3748
www.aerobiology.net

Terracon Consultants, Inc. - Ft. Lauderdale
5371 NW 33rd Avenue, Suite 201
Fort Lauderdale, FL 33309
Atnn: Sergio Adasme
Project: **H8217173/OpaLocka Police Station**
Condition of Sample(s) Upon Receipt: Acceptable

Date Collected: 01/05/2022
Date Received: 01/05/2022
Date Analyzed: 01/06/2022
Date Reported: 01/06/2022
Project ID: 22000331

1049 Quantitative Direct Exam

Client Sample Number	**S1**				**S2**			
Sample Location	**Drywall and Joint Compound Wall Lobby Area**				**White 2'x4' Worm Ceiling Tile South Restroom Hallway**			
Sample Type	**Swab**				**Swab**			
Area	**Swab**				**Swab**			
Lab Sample Number	**22000331-001**				**22000331-002**			
Spore Identification	Raw Ct	Calculated count/cm^2	Sensitivity count/cm^2	% total	Raw Ct	Calculated count/cm^2	Sensitivity count/cm^2	% total
Alternaria	-	-	-	-	-	-	-	-
ascospores	-	-	-	-	-	-	-	-
Aureobasidium	-	-	-	-	-	-	-	-
basidiospores	-	-	-	-	-	-	-	-
Cercospora	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-
Cladosporium	-	-	-	-	-	-	-	-
colorless	-	-	-	-	-	-	-	-
Curvularia	-	-	-	-	-	-	-	-
Drechslera/Bipolaris Group	-	-	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	-	-
hyphal elements	90	144,515	1,606	8	240	385,375	1,606	11
Penicillium/Aspergillus Group	-	-	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-
Pyricularia	-	-	-	-	-	-	-	-
rusts	-	-	-	-	-	-	-	-
smuts, Periconia, myxomycetes	-	-	-	-	-	-	-	-
Stachybotrys	1,020	1,637,842	1,606	92	2,000	3,211,455	1,606	89
Torula	-	-	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-	-	-
unknown	-	-	-	-	-	-	-	-
	Debris Rating **2**				Debris Rating **1**			
Comments	Evidence of fungal growth in situ				Evidence of fungal growth in situ			
Totals	**1110**	**1,782,357**	**-**	**~100**	**2,240**	**3,596,830**	**-**	**~100**

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Terracon Consultants, Inc. - Ft. Lauderdale
5371 NW 33rd Avenue, Suite 201
Fort Lauderdale, FL 33309
Atnn: Sergio Adasme
Project: **H8217173/OpaLocka Police Station**
Condition of Sample(s) Upon Receipt: Acceptable

Date Collected: 01/05/2022
Date Received: 01/05/2022
Date Analyzed: 01/06/2022
Date Reported: 01/06/2022
Project ID: 22000331

1049 Quantitative Direct Exam

Client Sample Number	**S3**				**N/A**			
Sample Location	**White 2'x4' Large Worm Ceiling tile Detainee Office**				**N/A**			
Sample Type	**Swab**				**N/A**			
Area	**Swab**				**Swab**			
Lab Sample Number	**22000331-003**				**N/A**			
Spore Identification	Raw Ct	Calculated count/cm^2	Sensitivity count/cm^2	% total	Raw Ct	Calculated count/cm^2	Sensitivity count/cm^2	% total
Alternaria	-	-	-	-	-	-	-	-
ascospores	-	-	-	-	-	-	-	-
Aureobasidium	-	-	-	-	-	-	-	-
basidiospores	-	-	-	-	-	-	-	-
Cercospora	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-
Cladosporium	-	-	-	-	-	-	-	-
colorless	-	-	-	-	-	-	-	-
Curvularia	-	-	-	-	-	-	-	-
Drechslera/Bipolaris Group	-	-	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	-	-
hyphal elements	120	192,687	1,606	7	-	-	-	-
Penicillium/Aspergillus Group	65	104,372	1,606	4	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-
Pyricularia	-	-	-	-	-	-	-	-
rusts	-	-	-	-	-	-	-	-
smuts, Periconia, myxomycetes	-	-	-	-	-	-	-	-
Stachybotrys	1,460	2,344,362	1,606	89	-	-	-	-
Torula	-	-	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-	-	-
unknown	-	-	-	-	-	-	-	-
	Debris Rating **1**				Debris Rating **N/A**			
Comments	Evidence of fungal growth in situ							
Totals	**1645**	**2,641,421**	**-**	**~100**	**0**	**#N/A**	**-**	**~100**

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Date Collected: 01/05/2022
Date Received: 01/05/2022
Date Analyzed: 01/06/2022
Date Reported: 01/06/2022
Project ID: 22000331

Footnotes and Additional Report Information

Debris Rating Table

1	Minimal (<5%) particulate presence	Reported values are minimally affected by particulate load.
2	5% to 25% of the trace occluded with particulate	Negative bias is expected. The degree of bias increases directly with the percent of the trace that is occluded.
3	26% to 75% of the trace occluded with particulate	Negative bias is expected. The degree of bias increases directly with the percent of the trace that is occluded.
4	75% to 90% of the trace occluded with particulate	Negative bias is expected. The degree of bias increases directly with the percent of the trace that is occluded.
5	Greater than 90% of the trace occluded with particulate	Quantification not possible due to large negative bias. A new sample should be collected with measures taken to reduce particulate load.

1. Penicillium/Aspergillus group spores are characterized by their small size, round to ovoid shape, being unicellular, and usually colorless to lightly pigmented. There are numerous genera of fungi whose spore morphology is similar to that of the Penicillium/Aspergillus type. Two common examples would be Paecilomyces and Acremonium. Although the majority of spores placed in this group are Penicillium, Aspergillus, or a combination of both. Keep in mind that these are not the only two possibilities.

2. Ascospores are sexually produced fungal spores formed within an ascus. An ascus is a sac-like structure designed to discharge the ascospores into the environment, e.g. Ascobolus.

3. Basidiospores are typically blown indoors from outdoors and rarely have an indoor source. However, in certain situations a high basidiospore count indoors may be indicative of a wood decay problem or wet soil.

4. The Smut, Periconia, Myxomycete group is composed of three different groups whose spores have similar morphologies. Smuts are plant pathogens, Periconia is a relatively uncommon mold indoors, and Myxomycetes are not fungi but slime molds. Although these organisms do not typically proliferate indoors, their spores are potentially allergenic.

5. The colorless group contains colorless spores which were unidentifiable to a specific genus. Examples of this group include Acremonium, Aphanocladium, Beauveria, Chrysosporium, Engyodontium microconidia, yeast, some arthrospores, as well as many others.

6. Hyphae are the vegetative mode of fungi. Hyphal elements are fragments of individual Hyphae. They can break apart and become airborne much like spores and are potentially allergenic. A mass of hyphal elements is termed the mycelium. Hyphae in high concentration may be indicative of colonization.

7. Due to rounding totals may not equal 100%.

8. The analytical sensitivity is the smallest concentration of spores that can be reliably measured and is equal to (1 spore/# fields observed)(sample area/microscopic field area)(1/unit volume)(dilution factor)

9. A dash (-) indicates a result less than the analytical sensitivity.

10. The results in this report are related to this project and these samples only.

Suzanne S. Blevins, B.S., SM (ASCP)
Laboratory Director

APPENDIX D

LICENSES AND CERTIFICATIONS

Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

TERRACON CONSULTANTS INC

MICHAEL W SCHRUM
1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: ZA337
EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

HOLLEY, TOM C

TERRACON CONSULTANTS INC
5463 W WATERS AVE STE 830
C/O TERRACON CONSULTANTS
TAMPA FL 33634

LICENSE NUMBER: AX75
EXPIRATION DATE: NOVEMBER 30, 2022

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United States Department of Commerce
National Institute of Standards and Technology

NVLAP® ilac-MRA

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200738-0

Eurofins EMLab P&K
Fort Lauderdale, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2022-01-01 through 2022-12-31
Effective Dates

For the National Voluntary Laboratory Accreditation Program

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies

Ryan Nanan

Terracon consultants, Inc., 705 Belmont Lane N Lauderdale, FL 33068

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Inspector Online

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0006389 (½ Day; 3.40 Contact Hours)

(Reaccreditation for Inspector under TSCA Title II/AHERA)

Conducted

11/08/2021

Certificate #: 220085-1610
Exam Date: 11/08/2021
EPA accreditation expires: 11/08/2022
Principal Instructor: Brian Duchene, PE, LAC
CEUs: 0.4
FBPR LAC: #0000995; Course ## 0006389
FBPE CEHs: #0004021; Course #0009083/Educational Institutions: 4 CEHs

Andrew Campbell, Director

University of Florida TREEO Center · 3900 SW 63 Blvd Gainesville FL 32608-3800 · 352.392.9570 · train@treeo.ufl.edu · www.treeo.ufl.edu

OPA-LOCKA
POLICE DEPARTMENT

2495 ALI-BABA AVE, OPA-LOCKA, FL 33054

PROJECT NO. 2021-3003

JANUARY 2022

BEA architects

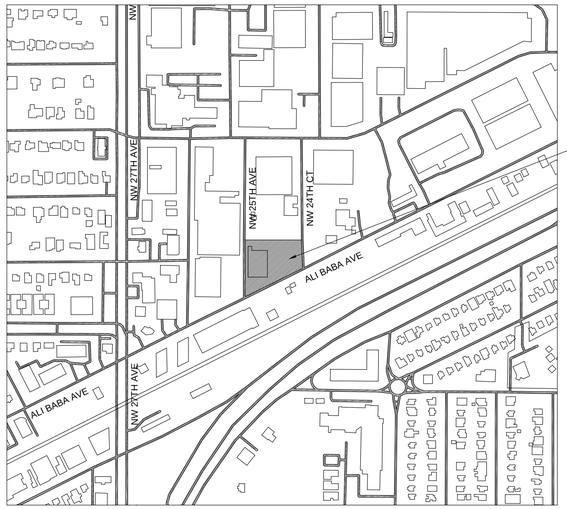
BISCAYNE ENGINEERING

Terracon
Consulting Engineers & Scientists

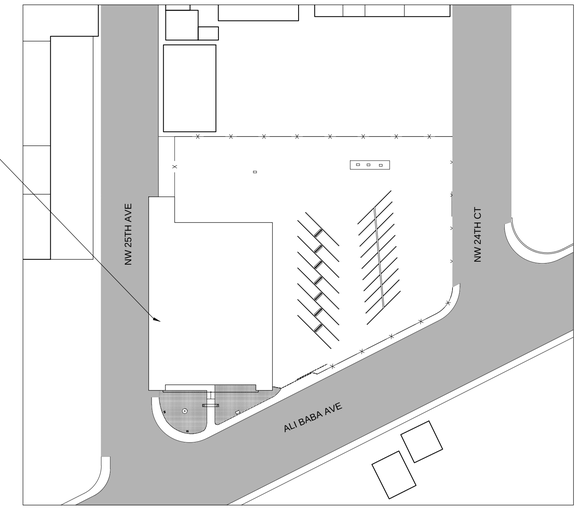
CITY OF OPA-LOCKA, FLORIDA
INCORPORATED 1926

POLICE
CITY OF OPA-LOCKA
INCORPORATED 1926

DRAWING SHEET INDEX	
SHEET #	SHEET TITLE
A-000	COVER SHEET
A-001	INDEX AND LOCATION MAP
I	SURVEY
II	STORMWATER PREVENTION PLAN NOTES
A-002	EXTERIOR EXISTING CONDITIONS
A-003	INTERIOR EXISTING CONDITIONS
ARCHITECTURE	
AD-100	DEMOLITION SITE PLAN
AD-101	DEMOLITION FLOOR PLAN
AD-102	DEMOLITION ROOF PLAN
AD-201	DEMOLITION ELEVATIONS
AD-202	DEMOLITION ELEVATIONS
A-100	SITE PLAN



EXISTING POLICE STATION SITE



N

LOCATION MAP

N.T.S.

SCOPE OF WORK

- DEMOLITION AND REMOVAL OF EXISTING CMU SINGLE STORY BUILDING.
- INSTALLATION OF NEW CHAIN LINK FENCE.
- REMOVAL OF EXISTING UNDERGROUND FUEL STORAGE AND BACK FILL.

APPLICABLE CODES	
LEGAL DESCRIPTION	OPA-LOCKA CENTER PB 45-71 LOTS 5 TO 11 INC BLK 311 LOT SIZE 48998 SQUARE FEET
PRIMARY ZONE	CIVIC/GOV'T/COMMUNITY FACILITIES
MUNI ZONE	CIVIC, INSIDE CORRIDOR MIXED USE DISTRICT
LAND USE	MUNICIPAL

BEA architects Inc.
LICENSE No. AA26001612
3075 NW South River Drive
Miami, FL 33142
PHONE: (305) 461-2053
FAX: (305) 461-2055
E-mail: info@beai.com
http://www.beai.com

BEA architects

ADRIAN PRICE
FL LICENSE #AR97981

OPA-LOCKA POLICE DEPARTMENT

2495 Ali Baba Ave, Opa-locka, FL 33054

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SHEET TITLE:
INDEX AND LOCATION MAP

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

SCALE:
AS SHOWN

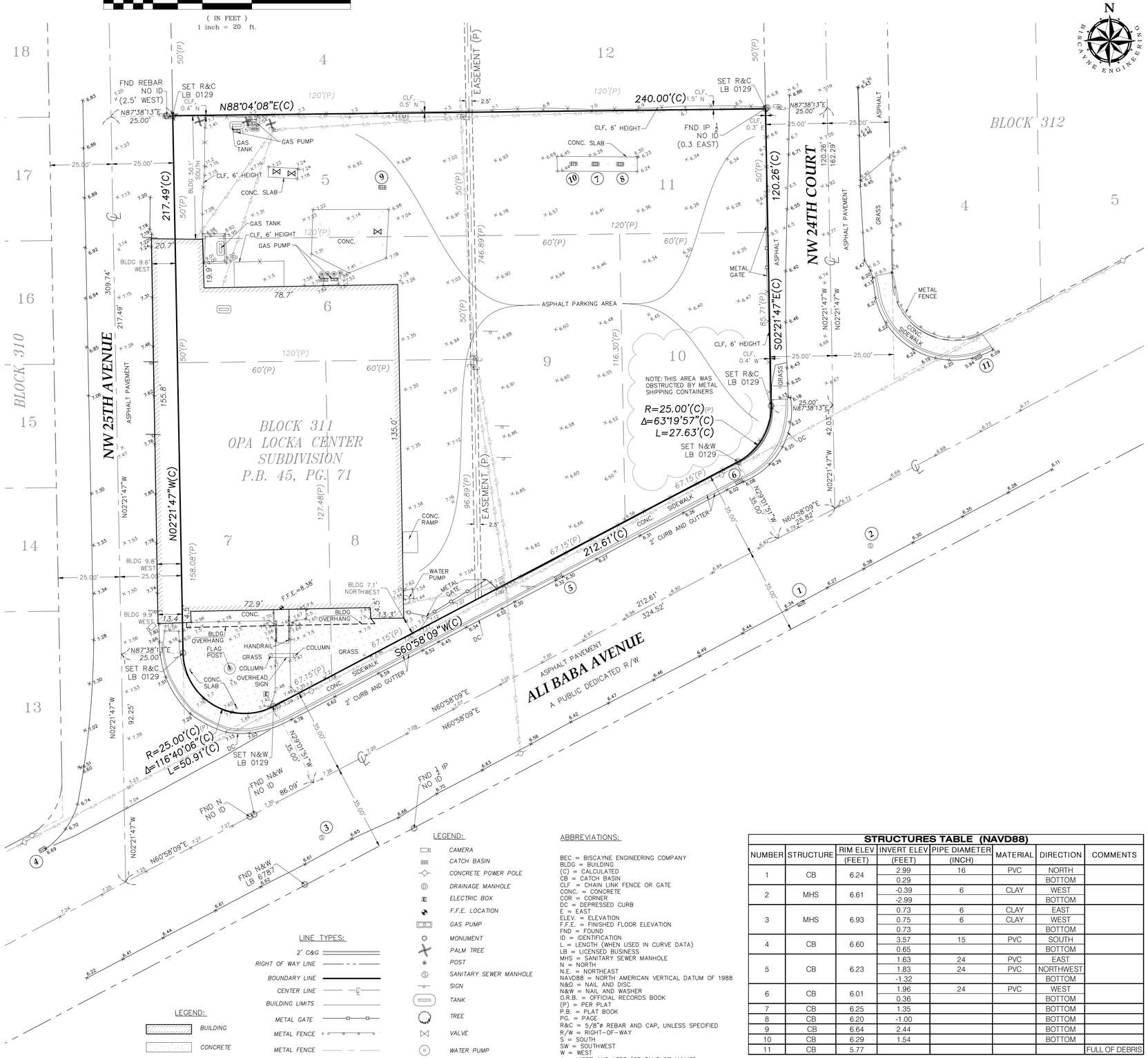
DATE:
JANUARY 2022

PROJECT No:
21-3003

DRAWN BY: W.C.
CHECKED BY: A.P.

SHEET No:
A 001

BOUNDARY & TOPOGRAPHIC SURVEY



LOCATION SKETCH

IN MIAMI-DADE COUNTY, FL., SEC. 22-52-41

(NOT TO SCALE)

LEGEND:

- CAMERA
- CATCH BASIN
- CONCRETE POWER POLE
- DRAINAGE MANHOLE
- ELECTRIC BOX
- F.F.E. LOCATION
- GAS PUMP
- MONUMENT
- PALM TREE
- POST
- SANITARY SEWER MANHOLE
- SIGN
- TANK
- TREE
- VALVE
- WATER PUMP
- WOOD POWER POLE

LINE TYPES:

- 2' C&G
- RIGHT OF WAY LINE
- BOUNDARY LINE
- CENTER LINE
- BUILDING LIMITS
- METAL GATE
- METAL FENCE
- METAL FENCE
- OVERHEAD LINE

LEGEND:

- BUILDING
- CONCRETE

ABBREVIATIONS:

BEC = BISCAYNE ENGINEERING COMPANY
BLDG = BUILDING
(C) = CALCULATED
CB = CATCH BASIN
CLF = CHAIN LINK FENCE OR GATE
CONC. = CONCRETE
COR = CORNER
DC = DEPRESSED CURB
E = EAST
ELEV. = ELEVATION
F.F.E. = FINISHED FLOOR ELEVATION
FND = FOUND
ID = IDENTIFICATION
L = LENGTH (WHEN USED IN CURVE DATA)
LB = LICENSED BUSINESS
MHS = SANITARY SEWER MANHOLE
N = NORTH
N.E. = NORTHEAST
NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
N&D = NAIL AND DISC
N&W = NAIL AND WASHER
O.R.B. = OFFICIAL RECORDS BOOK
(P) = PER PLAT
P.B. = PLAT BOOK
PG. = PAGE
R&C = 5/8"ø REBAR AND CAP, UNLESS SPECIFIED
R/W = RIGHT-OF-WAY
S = SOUTH
SW = SOUTHWEST
W = WEST
± = MORE AND LESS (OR PLUS OR MINUS)
℄ = CENTERLINE

STRUCTURES TABLE (NAVD88)

NUMBER	STRUCTURE	RIM ELEV (FEET)	INVERT ELEV (FEET)	PIPE DIAMETER (INCH)	MATERIAL	DIRECTION	COMMENTS
1	CB	6.24	2.99	16	PVC	NORTH	
			0.29			BOTTOM	
2	MHS	6.61	-0.39	6	CLAY	WEST	
			-2.99			BOTTOM	
3	MHS	6.93	0.73	6	CLAY	EAST	
			0.75	6	CLAY	WEST	
			0.73			BOTTOM	
4	CB	6.60	3.57	15	PVC	SOUTH	
			0.65			BOTTOM	
5	CB	6.23	1.63	24	PVC	EAST	
			1.83	24	PVC	NORTHWEST	
			-1.32			BOTTOM	
6	CB	6.01	1.96	24	PVC	WEST	
			0.36			BOTTOM	
7	CB	6.25	1.35			BOTTOM	
8	CB	6.20	-1.00			BOTTOM	
9	CB	6.64	2.44			BOTTOM	
10	CB	6.29	1.54			BOTTOM	
11	CB	5.77					FULL OF DEBRIS

(1) = STRUCTURE ID

LEGAL DESCRIPTION:

LOTS 5 THROUGH 11, INCLUSIVE, IN BLOCK 311, OF OPA LOCKA CENTER, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 45, PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

SURVEYOR'S NOTES:

- THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY WAS DETERMINED BY THE CLIENT (BASED ON FOLIO: 08-2122-002-0460).
- THIS SITE LIES IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
- THE FOLLOWING ADDRESS WAS OBSERVED AT THE SUBJECT PROPERTY: 2495 ALI BABA AVENUE, OPA-LOCKA, FL 33054.
- THE SUBJECT PROPERTY CONTAINS AN AREA OF 46,826 SQUARE FEET (1.075 ACRES) MORE OR LESS.
- BEARINGS SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (NORTH AMERICAN DATUM OF 1983) AND WERE DERIVED BY OBTAINING COORDINATES USING REAL TIME KINEMATIC (RTK) GLOBAL POSITION EQUIPMENT HAVING SUB-CENTIMETER ACCURACY AND ARE REFERENCED TO THE NORTHERLY LINE OF ALI BABA AVENUE, HAVING A BEARING OF N60°58'09"E, AS SHOWN HEREON.
- DIMENSIONS AND DIRECTIONS INDICATED HEREON ARE CALCULATED FROM FIELD MEASUREMENTS USING A TOTAL STATION ELECTRONIC DISTANCE MEASUREMENT (EDM) AND A MEASURING TAPE, UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS SHOWN HEREON WERE MEASURED ALONG THE EXTERIOR FACE AT GROUND LEVEL WHERE POSSIBLE. PORTIONS OF THE GROUND LEVEL ARE OPEN TO PARKING AREAS OF THE PARKING GARAGE AND THE LIMITS OF OVERHANGING BUILDING IS SHOWN.
- TIES FROM PROPERTY LINES TO BUILDING ARE TO THE EXTERIOR FACE OF BUILDINGS PERIMETER WALLS; UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED OR SHOWN.
- UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS, WHERE THEY ARE NOT VISIBLE AT SURFACE GROUND LEVEL, ARE NOT SHOWN INCLUDING BUT NOT LIMITED TO BUILDINGS, STRUCTURAL APPURTENANCES, STORM DRAINAGE SYSTEMS, UTILITIES, TANKS OR RUBBISH FILLS.
- THE LOCATIONS OF VISIBLE UTILITIES WERE SURVEYED; HOWEVER, SYMBOLS SHOWN HEREON ARE FOR REFERENCE AND ARE NOT SHOWN TO SCALE.
- TREES SHOWN HEREON WERE LOCATED BUT NOT IDENTIFIED; CLIENT SHOULD CONSULT A CERTIFIED ARBORIST FOR VERIFICATION OF TREE SPECIES.
- NO EVIDENCE OF CONSTRUCTION OR RECENT EARTH MOVING WORK WAS OBSERVED AT THE TIME OF THE SURVEY; METAL SHIPPING CONTAINERS WERE OBSERVED ON THE PROPERTY AS SHOWN HEREON.
- THE ACCURACY OF THE SURVEY MEASUREMENTS SHOWN HEREON IS BASED ON THE TYPE OF SURVEY AND EXPECTED USE OF THE SURVEY. REDUNDANT MEASUREMENTS AND COMPUTATION RECORDS SUBSTANTIATE THE SURVEY MAP. REDUNDANCY OF MEASUREMENTS WAS OBTAINED BY MULTIPLE OCCUPATIONS OF FOUND AND SET CONTROL POINTS. THESE METHODS HAVE BEEN TESTED BY BEC AND FOUND TO HAVE AN EXPECTED ACCURACY OF ± 0.07 FEET HORIZONTALLY, ± 0.1 FEET VERTICALLY ON SOFT SURFACES, AND ± 0.03 FEET VERTICALLY ON HARD SURFACES.
- ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ELEVATIONS ARE BASED UPON THE FOLLOWING MIAMI-DADE BENCHMARKS:
  - i) N-392 ELEVATION = 7.59 FEET (NAVD-88), LOCATED 27 FEET SOUTH OF THE CENTER LINE OF SESAME ST, 64.2 FEET EAST OF THE CENTERLINE OF NW 27TH AVE, PK NAIL AND BRASS WASHER IN CONC. SLAB AT THE NW CORNER OF GAS STATION.
  - ii) L-454 ELEVATION = 6.08 FEET (NAVD-88), LOCATED 55 FEET SOUTH OF THE CENTERLINE OF BURLINGTON ST, 49 FEET EAST OF CENTERLINE OF NW 22 AVE, PK NAIL AND ALUMINUM WASHER SET ON BRIDGE.
- THE SUBJECT PROPERTY IS ACCESSIBLE VIA NW 24TH COURT, NW 25TH AVENUE, & ALI BABA AVENUE, ALL BEING PUBLIC RIGHTS-OF-WAY, AS SHOWN HEREON. CLIENT HAS NOT NOTIFIED THE SURVEYOR OF PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES. NO ROADWAY CONSTRUCTION WAS OBSERVED.
- NO TITLE COMMITMENT, ZONING REPORT, OR TABLE A OPTIONS WERE PROVIDED TO THE SURVEYOR.
- THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- THIS SURVEY DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENTS RESTRICTIONS WITHIN THE SURVEY LIMITS. NO INFORMATION REGARDING THIS WAS PROVIDED TO THE SURVEYOR.
- ALL NOTED RECORDED REFERENCES ARE FROM THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY FOUND IN THE LAWS OF THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, AND THE STATE OF FLORIDA.
- OBSERVED POTENTIAL ENCROACHMENTS ARE SHOWN HEREON ON THE SURVEY MAP.
- THE SUBJECT PROPERTY CONSISTS OF MORE THAN ONE LOT, THE COMMON BOUNDARIES OF WHICH ARE CONTIGUOUS, WITH NO GORES, GAPS, HIATUSES OR OVERLAPS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED "BOUNDARY & TOPOGRAPHIC SURVEY" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
305-324-7671
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
LB-0000129

SURVEY DATE: 01-10-2022

ALBERTO J. RABIONET, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 7218
STATE OF FLORIDA

ORDER #	DATE	F.B. #	COMMENTS

MIAMI-DADE
529 W. FLAGLER ST, MIAMI, FL 33130
TEL (305) 324-7671, FAX (305) 324-0809
PALM BEACH
449 NW 35TH ST, BOCA RATON, FL 33431
TEL (561) 392-7070
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BISCAYNE ENGINEERING
SURVEYORS • ENGINEERS PLANNERS
• SINCE 1898 •

2495 ALI BABA AVENUE, OPA-LOCKA, FL 33054

FOR: BEA Architects, Inc

SCALE: 1"=20'	DESIGNED BY: A.J.R.	DRAWN BY: O.H.	CHECKED BY: A.J.R.
DATE: 01-10-22	APPROVED BY: A.J.R.	F.B./PG.: 3096/3-9	

ORDER No. 03-87259

SHEET No. 1 of 1

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DATE: Jan 26, 2022 - 12:24am EST FILE: F:\SURVEY\PROJECTS\87000's\87259 BEA ARCHITECTS- OPA LOCKA CENTER\2. CAD\2. DWG\87259 Survey.dwg

STORMWATER POLLUTION PREVENTION PLAN STANDARD NOTES

1. STRUCTURAL PRACTICES SHALL BE USED TO CONTROL EROSION AND TRAP SEDIMENT FROM AREAS REMAINING DISTURBED FOR MORE THAN 14 DAYS.

2. SEDIMENT BASINS AND PERIMETER SEDIMENT BARRIERS SHALL BE IMPLEMENTED PRIOR TO GRADING WITHIN SEVEN DAYS FROM START OF GRUBING.

3. USE OF STRUCTURAL SEDIMENT CONTROLS IN STREAMS IS PROHIBITED.

4. CONSTRUCTION PERSONNEL, INCLUDING SUBCONTRACTORS WHO MAY USE OR HANDLE HAZARDOUS OR TOXIC MATERIALS, SHALL BE MADE AWARE OF THE FOLLOWING GENERAL GUIDELINES REGARDING DISPOSAL AND HANDLING OF HAZARDOUS AND CONSTRUCTION WASTES:

- PREVENT SPILLS
- USE PRODUCTS UP
- FOLLOW LABEL FROM EMPTY BOTTLES AND CONS WHEN DISPOSING IN TRASH
- RECYCLE WASTES WHENEVER POSSIBLE
- DON'T POUR INTO WATERWAYS, STORM DRAINS OR ONTO THE GROUND.
- DON'T POUR DOWN THE SINK, FLOOR DRAIN OR SEPTIC TANKS
- DON;T BURY CHEMICALS OR CONTAINERS
- DON'T BURN CHEMICALS OR CONTAINERS
- DON'T MIX CHEMICALS TOGETHER

NO TOXIC OR HAZARDOUS WASTERS SHALL BE DISPOSED INTO STORM DRAINS, WATERWAYS, SEPTIC TANKS, OR BY BURYING, OR MIXING THE WASTES.

5. CONTAINERS SHALL BE PROVIDED FOR THE PROPER COLLECTION OF ALL WASTER MATERIAL INCLUDING CONSTRUCTION DEBRIS, TRASH, PETROLEUM PRODUCTS AND ANY HAZARDOUS MATERIALS USED ON-SITE. CONTAINERS SHALL BE COVERED AND NOT LEAKING. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THAT MATERIAL.

6. ALL CONSTRUCTION & DEMOLITION DEBRIS (C&DD) WASTE SHALL BE DISPOSED OF IN A FLORIDA EPA APPROVED C&DD LANDFILL AS REQUIRED BY FLORIDA REVISED CODE.

7. DESCRIBE ANY KNOWN IMPOUNDED WATER, GROUNDWATER OR WATER FROM TUNNELING OPERATIONS THAT WILL BE PUMPED DURING THIS PROJECT.

a. PROVIDE DESCRIPTION OF CONTROL MEASURE PROPOSED TO REMOVE SEDIMENT FROM PUMPING OPERATION,
b. PROVIDE NUMERIC EFFLUENT LIMITS ISSUED BY FLORIDA EPA ASSOCIATED WITH DISCHARGES FROM PUMPING OPERATIONS, IF APPLICABLE.

8. ALL CONTAMINATED SOILS MUST BE TREATED AND/OR DISPOSED IN FLORIDA EPA APPROVED SOLID WASTE MANAGEMENT FACILITIES OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES.

ONE OR MORE OF THE FOLLOWING PRACTICES MUST BE USED TO MANAGE STORM WATER RUNOFF FROM CONTAMINATES SOILS:

- THE USE OF BERMS, TRENCHES, AND PITS TO COLLECT CONTAMINATED RUNOFF AND PREVENT DISCHARGES,
- PUMPING RUNOFF INTO SANITARY SEWER OR INTO A CONTAINER FOR TRANSPORT TO AN APPROPRIATE TREATMENT/DISPOSAL FACILITY.
- CONVERTING AREAS OF CONTAMINATION WITH TARPS OR OTHER METHODS THAT PREVENT STORM WATER FROM COMING INTO CONTACT WITH THE MATERIAL.

9. SPILL AND SPILL REPORTING: SPILLS ON PAVEMENT SHALL BE ABSORBED WITH SAWDUST OR KITTY LITTER AND DISPOSED OF WITH THE TRASH AT A LICENSED SANITARY LANDFILL. HAZARDOUS OR INDUSTRIAL WATERS SUCH AS MOST SOLVENTS, GASOLINE, OIL-BASED PAINTS, AND CEMENT CURING COMPOUNDS REQUIRE SPECIAL HANDLING. ALL SPILLS WHICH CONTACT WATERS OF THE STATE MUST BE REPORTED TO FLORIDA EPA.

RELEASES OR SPILL OF 25 GALLONS OR MORE OF PETROLEUM MUST BE REPORTED TO THE FOLLOWING AGENCIES WITHIN 30 MINUTES OF DISCOVERY OF THE RELEASE OR SPILL:

- FLORIDA EPA
- FIRE FIGHTERS - FORT LAUDERDALE (954) 522-3499
- NATIONAL RESPONSE CENTER (800) 424-8802
- BROWARD COUNTY WATER & WASTEWATER SERVICES (954) 831-3250

STORM WATER RUNOFF ASSOCIATED WITH CONTAMINATED SOILS ARE NOT TO BE AUTHORIZED UNDER FLORIDA EPA'S GENERAL PERMIT ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

10. DUST CONTROL OR DUST SUPPRESSANTS SHALL BE USED TO PREVENT NUISANCE CONDITIONS, IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND IN A MANNER, WHICH PREVENT A DISCHARGE TO WATERS OF THE STATE. SUFFICIENT DISTANCE MUST BE PROVIDED BETWEEN APPLICATIONS AND NEARBY BRIDGES, CATCH BASINS, AND OTHER WATERWAYS. APPLICATION (EXCLUDING WATER) MAY NOT OCCUR WHEN RAIN IS IMMINENT AS NOTED IN THE SHORT TERM FORECAST. USED OIL MAY NOT BE APPLIED FOR DUST CONTROL.

11. THE FLORIDA EPA CONSTRUCTION GENERAL PERMIT AND BROWARD COUNTY CODE PROHIBIT THE DISCHARGE OF WASH WATER, LEACHATE FROM ONSITE WASTE DISPOSAL SYSTEMS AND CONCRETE WASHOUT ACTIVITIES TO THE COUNTY'S MUNICIPAL STORMWATER SEWER SYSTEMS (MS4) OR WATERS OF THE STATE. ALL PROCESS WASTEWATERS MUST BE COLLECTED AND PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. IN THE EVENT, LEACHATE OR SEPTAGE IS DISCHARGED; IT MUST BE ISOLATED FOR COLLECTION AND PROPER DISPOSAL AND CORRECTIVE ACTIONS TAKEN TO ELIMINATE THE SOURCE OF WASTE WATER.

12. INSPECTIONS FOR ALL CONTROLS SHALL BE PERFORMED AFTER ANY STORM EVENT GREATER THAN ONE-HALF INCH OF RAIN PER 24-HOUR PERIOD BY THE END OF THE NEXT CALENDAR DAY, EXCLUDING WEEKENDS AND HOLIDAYS UNLESS WORK IS SCHEDULED; AND ONCE EVERY SEVEN CALENDAR DAYS.

THE INSPECTION FREQUENCY MAY BE REDUCED TO AT LEAST ONCE EVERY MONTH FOR DORMANT SITES IF THE ENTIRE SITE IS TEMPORARILY STABILIZED OR RUNOFF IS UNLIKELY DUE TO WEATHER CONDITIONS FOR EXTENDED PERIODS OF TIME (E.G., SITE IS COVERED WITH SNOW, ICE, OR THE GROUND IS FROZEN).

THE SWPPP SHALL BE UPDATED TO DOCUMENT THE BEGINNING AND ENDING DATES OF ANY REDUCED INSPECTION FREQUENCY.

13. INSPECTIONS OF CONTROLS SHALL BE PERFORMED BY "QUALIFIED INSPECTION PERSONNEL" AS DEFINED IN THE APPLICABLE FLORIDA EPA CONSTRUCTION GENERAL PERMIT.

14. THE LOCATION WHERE THE FOLLOWING ACTIVITIES ARE TO BE PERFORMED SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, STORM SEWERS OR OTHER DRAINAGE AREAS. THE SWPPP SHALL BE UPDATED THROUGHOUT CONSTRUCTION TO ACCURATELY SHOW THE LOCATION OF THE FOLLOWING ACTIVITIES AND THEIR PROXIMITY TO SURFACE WATER AND DRAINAGE FACILITIES:

- STORAGE OR DISPOSAL OF SOLID, SANITARY, AND TOXIC WASTES (INCLUDING DUMPSTER AREAS)
- RECYCLING OF USED OR UNUSED HAZARDOUS MATERIALS
- CEMENT TRUCK WASHOUT
  A SUMP OR PIT WITH NO POTENTIAL FOR DISCHARGE SHALL BE CONSTRUCTED TO CONTAIN CONCRETE WAS WATER, MIXING, PUMPING, TRANSFERRING OR OTHER HANDLING OF CONSTRUCTION CHEMICALS SUCH AS FERTILIZER, LIME, ASPHALT, CONCRETE DRYING COMPOUNDS, AND ALL OTHER POTENTIALLY HAZARDOUS MATERIALS.
- EQUIPMENT FUELING AND MALIGNANCE

15. NO CONSTRUCTION RELATED WASTES MATERIALS ARE TO BE BURIED ON-SITE. BY EXCEPTION CLEAN FILL (BRICKS, HARDENED CONCRETE, SOIL) MAY BE UTILIZED, UPON APPROVAL BY THE ENGINEER, IN A WAY WHICH DOES NOT ENCROACH UPON NATURAL WETLANDS, STREAMS OR FLOODPLAINS OR RESULT IN THE CONTAMINATION OF WATERS OF THE STATE.

16. TRACKING: SEDIMENT DEPOSITED ON STREETS OR ROADWAYS FROM VEHICLE OR EQUIPMENT TRACKING SHALL BE REMOVED DAILY FROM THE ROADWAY SURFACE, INCLUDING ALL CURB LINES AND GUTTERS, TO PREVENT DISCHARGE INTO THE STORM WATER SEWER OR SURFACE WATER OF THE STATE. IF DETERMINED BY THE CITY THAT TRACKED SEDIMENTS FROM A SITE CONTINUES TO BE A SOURCE OF WATER QUALITY DEGRADATION OR CAUSE RESTRICTION OR DAMAGE TO THE STORM SEWER OR SURFACE WATERS OF THE STATE, THE SWP3 SHALL BE REVISED TO MANDATE REMOVAL OF TRACKED SEDIMENTS AT A GREATER FREQUENCY AND WITH VACUUM-ASSISTED STREET SWEEPING EQUIPMENT OR CONTROLS OF EQUAL EFFECTIVENESS.

17. AS CONSTRUCTION PROGRESSES AND THE TOPOGRAPHY IS ALTERED, APPROPRIATE CONTROLS SHALL BE CONSTRUCTED, OR EXISTING CONTROLS ALTERED TO ADDRESS THE CHANGING DRAINAGE PATTERNS.

18. THE DISPOSAL OF SOLID AND LIQUID WASTES SHALL BE IN ACCORDANCE WITH APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS.

19. INLET PROTECTION: STORM, SEWER SYSTEMS THAT RECEIVE DRAINAGE DURING CONSTRUCTION FROM UNPROTECTED INLETS DISCHARGING TO DOWNSTREAM SEDIMENT SETTING PONDS SHALL BE CLEANED AFTER PERMANENT STABILIZATION IS ACHIEVED AND PRIOR TO PROJECT ACCEPTANCE AND CLOSEOUT BY THE CITY.

CONSTRUCTION SEQUENCE

ALL EROSION AND SEDIMENTATION CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATIONS AT THE DISCRETION OF BROWARD COUNTY AND THE FLORIDA EPA. THE SWPPP IS REQUIRED TO BE KEPT UP-TO-DATE TO REFLECT APPROVED MODIFICATIONS.

THE SWPPP PLAN VIEW AND NOTES ARE DETAIL SHEETS ARE A COMPONENTS OF THE OVERALL SWPPP. THE SWPPP AND FLORIDA EPA NOI APPROVAL LETTER MUST MAINTAINED ONSITE AT ALL TIMES AND MADE READILY AVAILABLE UPON BROWARD COUNTY AND THE FLORIDA EPA REQUEST.

DIRECT DISCHARGE OF SEDIMENT LADEN WATER TO THE COUNTY'S SEWER SYSTEM OR A RECEIVING STREAM IS A VIOLATION OF FLORIDA EPA AND BROWARD COUNTY'S REGULATIONS. THE CONTRACTOR WILL BE HELD LIABLE FOR THE VIOLATION AND SUBSEQUENT FINES.

SEDIMENT AND EROSION CONTROL NOTES

PRIOR TO LAND DISTURBING ACTIVITIES COMMENCING WITHIN THE LIMITS OF DISTURBANCE IDENTIFIED ON THE PLAN, SEDIMENTATION AND EROSION CONTROL FEATURES SHALL BE INSTALLED TO MANAGE RUNOFF FROM THE EXISTING SITE CONDITIONS. ADDITIONAL CONTROLS PER PLAN ARE TO BE INSTALLED AS SITE IMPROVEMENTS RE CONSTRUCTED. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY BROWARD COUNTY AND THE FLORIDA EPA.

THE CONTRACTOR SHALL PLACE INLET PROTECTION FOR THE SEDIMENT CONTROL IMMEDIATELY AFTER CONSTRUCTION OF THE CATCH BASINS OR INLETS. EXISTING STORM SEWER INLETS LOCATED WITHIN THE PROJECT LIMITS SHALL BE PROTECTED WITH THE APPROPRIATE INLET PROTECTION.

IT MAY BECOME NECESSARY TO REMOVE PORTIONS OF SEDIMENTATION CONTROLS DURING CONSTRUCTION TO FACILITATE THE GRADING OPERATIONS IN CERTAIN AREAS. HOWEVER, THE CONTROLS SHALL BE REPLACED UPON COMPLETION OF GRADING OR PRIOR TO A RAIN EVENT.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT OFFSITE SOIL BORROW AND EXPORT AREAS HAVE FLORIDA EPA NPDES PERMIT COVERAGE AND THE APPROPRIATE EROSION AND SEDIMENT CONTROLS ARE PROPERLY INSTALLED AND MAINTAINED.

THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE NO SOLID OR LIQUID WASTER IS DISCHARGED INTO STORM WATER RUNOFF. UNTREATED SEDIMENT-LADEN RUNOFF SHALL NOT FLOW OFF OF SITE WITHOUT BEING DIRECTED THROUGH A CONTROL PRACTICE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ON-SITE DRAINAGE AT ALL TIMES DURING CONSTRUCTION. NO SEPARATE PAYMENT SHALL BE MADE FOR MAINTAINING DRAINAGE.

THE COST FOR TEMPORARY CHANNELS, SEDIMENT DAMS, SEDIMENT BASINS, WATER PUMPED FROM EXCAVATIONS OR OTHER AREAS WHERE WATER IS IN CONTACT WITH EXPOSED SOILS MUST BE DISCHARGED INTO A DEWATERING FILTER BAG.

REGARDLESS OF WHETHER DISCHARGES ARE RECEIVED BY A SEDIMENT BASIN, WATER PUMPED BE FROM EXCAVATIONS OR OTHER AREAS WHERE WATER IS IN CONTACT WITH EXPOSED SOILS MUST BE DISCHARGED INTO A DEWATERING FILTER BAG.

STORMWATER MANAGEMENT BASIN DISTURBED SLOPES ABOVE THE NORMAL POOL ELEVATION SHALL BE SEEDED UPON CONSTRUCTION AND TEMPORARILY STABILIZED WITH EROSION CONTROL MATTING OR STRAW MULCH WITH A JUTE MATING COVER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BROWARD COUNTY'S INDUSTRIAL PRETREATMENT PROGRAM (BCIPP) AT (954) 970-0149 IF PLANNING TO DISCHARGE GROUNDWATER INTO A COMBINED SANITARY SEWER.

STORM SEWER INLET BELOW GRATE SEDIMENT FILTER

INSTALLATION:

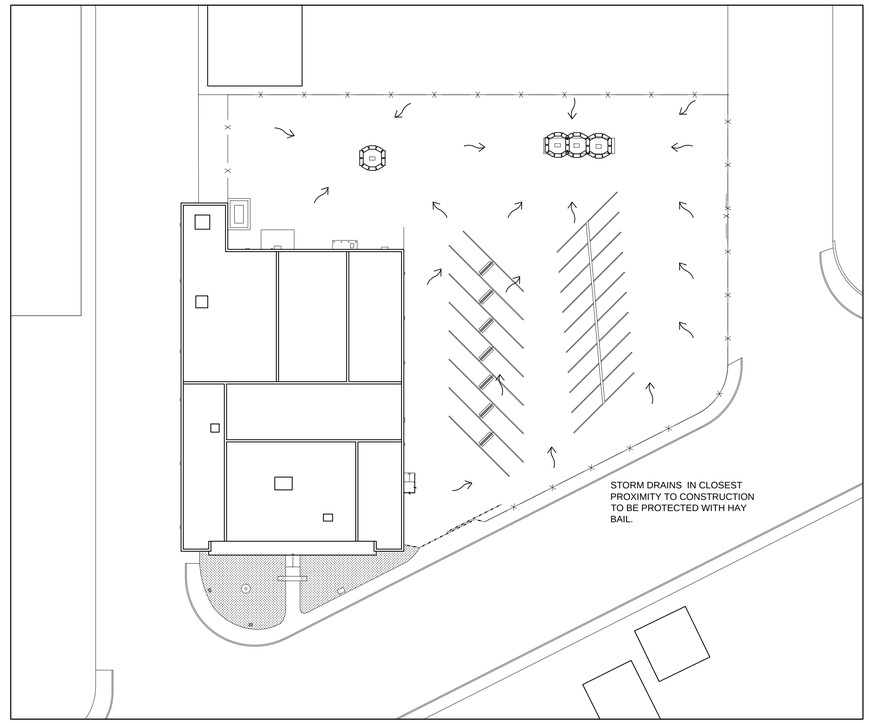
1. REMOVE THE STORM WATER SEWER INLET GRATE.
2. INSTALL THE INLET FILTER ONTO THE LOAD BEARING LIP OF THE CASTING OR CONCRETE STRUCTURE.
3. REPLACE THE STORM SEWER INLET GRATE.

MAINTENANCE:

1. INSPECT THE FILTER WITHIN 24-HOURS OF A RIAN EVENT.
2. REMOVE ACCUMULATED SEDIMENT AND DEBRI FROM THE FILTER WHEN MORE THAN HALF FILLED.
3. REMOVE THE STORM SEWER INLET GRATE.
4. REMOVE GRATE AND EMPTY SEDIMENT OR USE A VACUUM TRUCK.
5. PROPERLY DISPOSE OF REMOVED SEDIMENT.
6. REPLACE FILTER IF DAMAGED.

NOTE:

1. DANDY SACK, FRYEFLOW SYSTEMS INLET PROTECTION, FLEXSTORM INLET FILTER OR APPROVED EQUAL ARE ACCEPTABLE.



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1 BOLLARD TYPE 1 DETAIL
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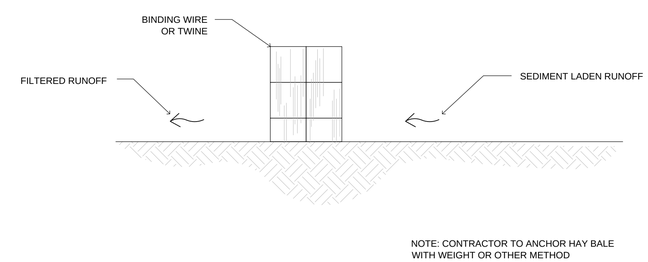

2 CROSS-SECTION OF A PROPERLY INSTALLED HAY BALE
N.T.S.

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OPA-LOCKA
POLICE DEPARTMENT
2495 Ali Baba Ave, Opa-locka, FL 33054

SHEET TITLE:
STORM WATER PREVENTION PLAN NOTES

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

SCALE:
AS SHOWN

DATE:
JANUARY 2022

PROJECT No:
21-3003

DRAWN BY: C.V.
CHECKED BY: A.P.

SHEET No:
II

EXISTING SOUTH ELEVATION AND ENTRANCE

EXISTING EAST ELEVATION AND ENTRANCE

EXISTING WEST ELEVATION

EXISTING SOUTH ELEVATION AND GARAGE DOOR

EXISTING MECHANICAL EQUIPMENT NORTH OF THE SITE

EXISTING PROPANE TANK NORTH SIDE OF THE SITE

EXISTING ELECTRICAL METER NORTH OF THE SITE

EXISTING MECHANICAL EQUIPMENT NORTH OF THE SITE

EXISTING ABANDONED METER NORTH OF THE SITE

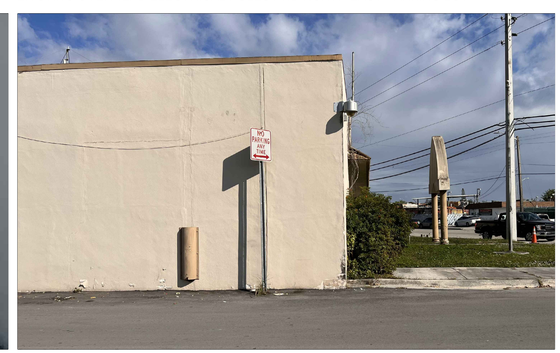
EXISTING CHAIN LINK FENCE TO BE DEMOLISHED

EXISTING OVERHEAD ELECTRICAL POLES AND NORTH EAST PARKING LOT

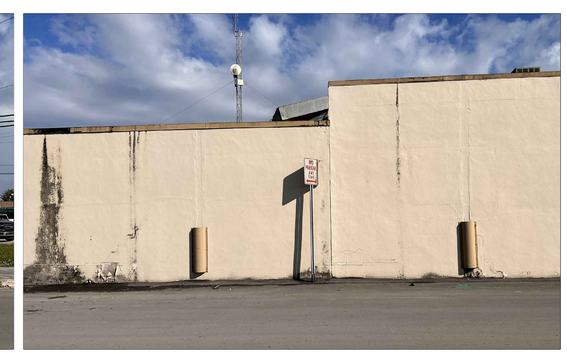
EXISTING OVERHEAD ELECTRICAL POLES AND EAST PARKING LOT

EXISTING ELECTRICAL EQUIPMENT EAST OF THE SITE

EXISTING METAL BUMPERS ON EAST FACADE



EXISTING METAL BUMPERS ON WEST FACADE



EXISTING METAL BUMPERS ON WEST FACADE AND ELEVATION CHANGE

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OPA-LOCKA POLICE DEPARTMENT

2495 Ali Baba Ave, Opa-locka, FL 33054

SHEET TITLE:
EXTERIOR EXISTING CONDITIONS

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

SCALE:
AS SHOWN

DATE:
JANUARY 2022

PROJECT No:
21-3003

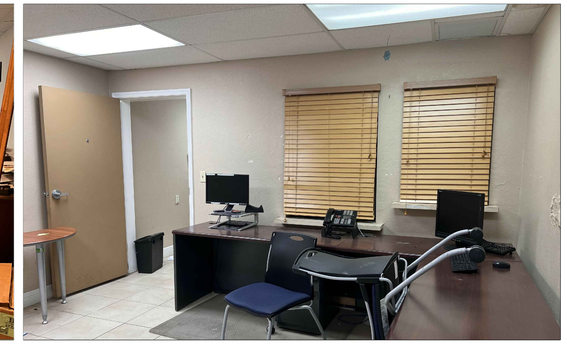
DRAWN BY: W.C.
CHECKED BY: A.P.

SHEET No:
A 002

EXISTING SOUTH ENTRANCE

EXISTING MOSAIC TO BE PROTECTED AND REMOVED FOR FUTURE USE

EXISTING BRIEFING ROOM



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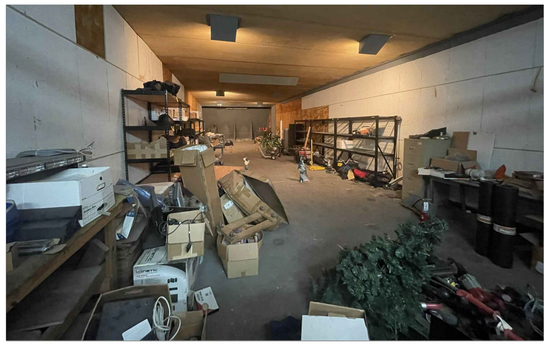

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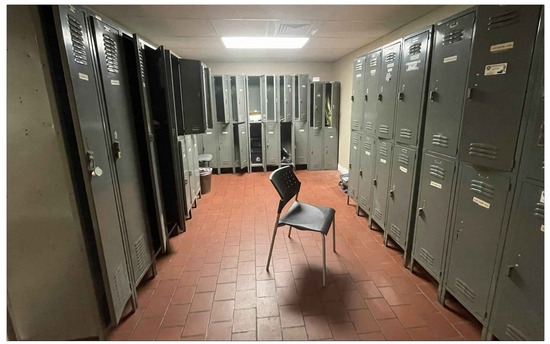
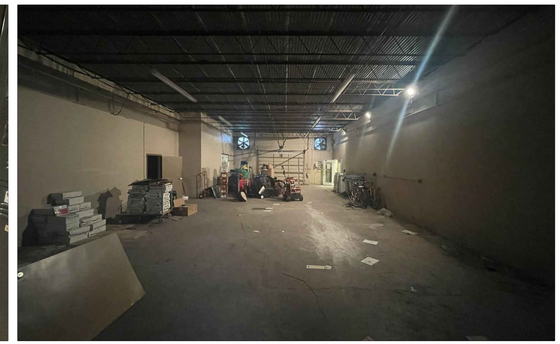


EXISTING MEN'S LOCKER ROOM



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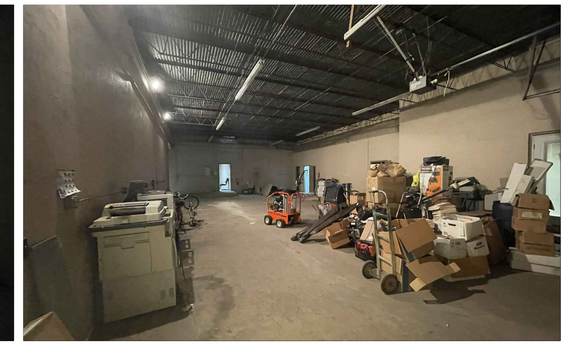

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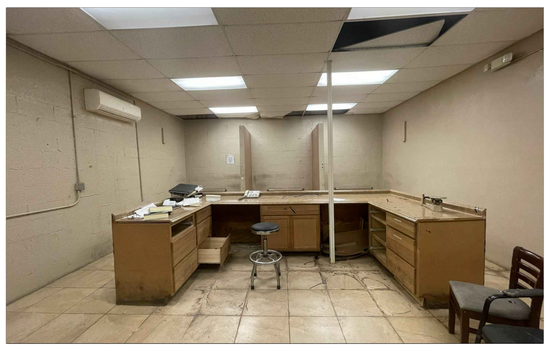

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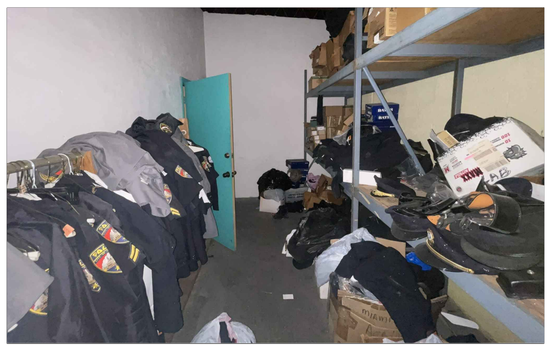
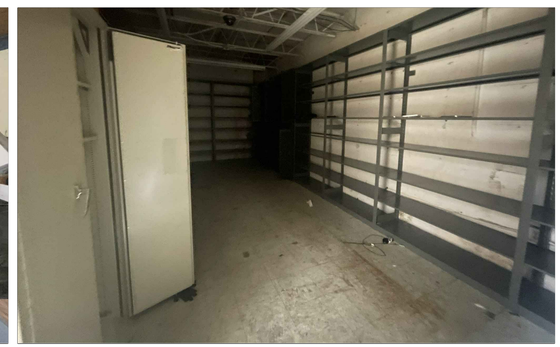


EXISTING STORAGE SPACE



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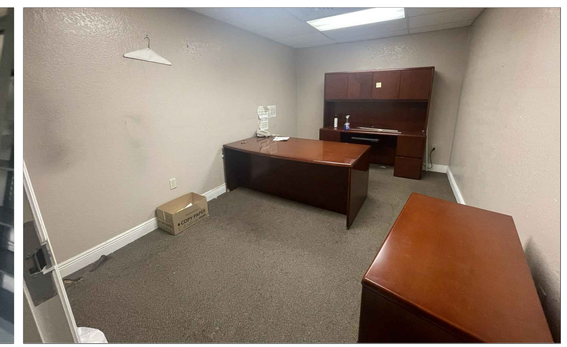
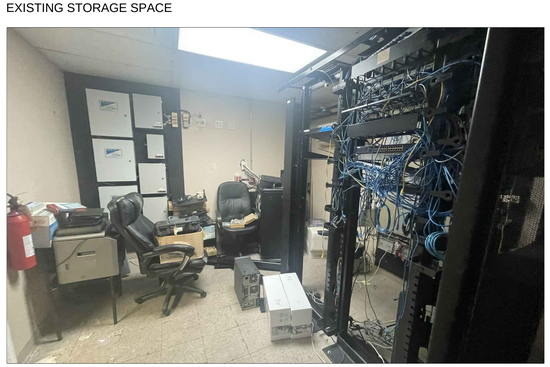
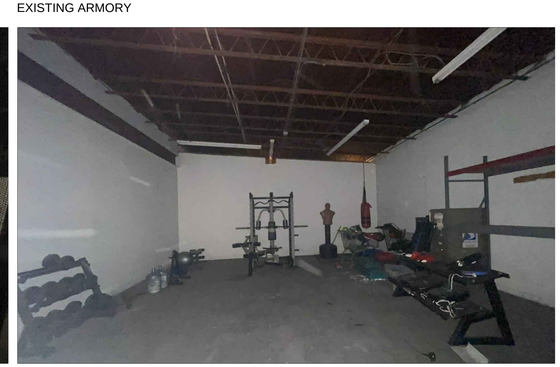


EXISTING CHEIF OF POLICE OFFICE

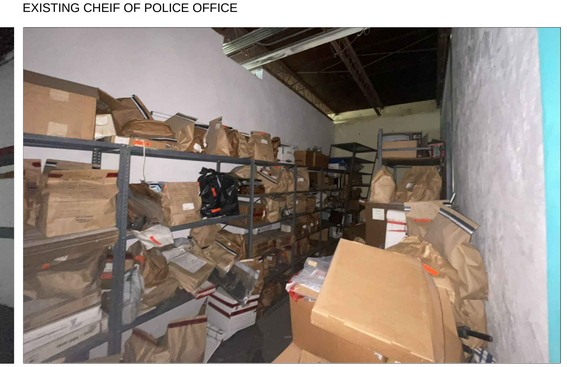
EXISTING GENERATOR ROOM



EXISTING SERVER ROOM



EXISTING GYM SPACE



EXISTING EVIDENCE LOCKER

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SHEET TITLE:
INTERIOR EXISTING CONDITIONS

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

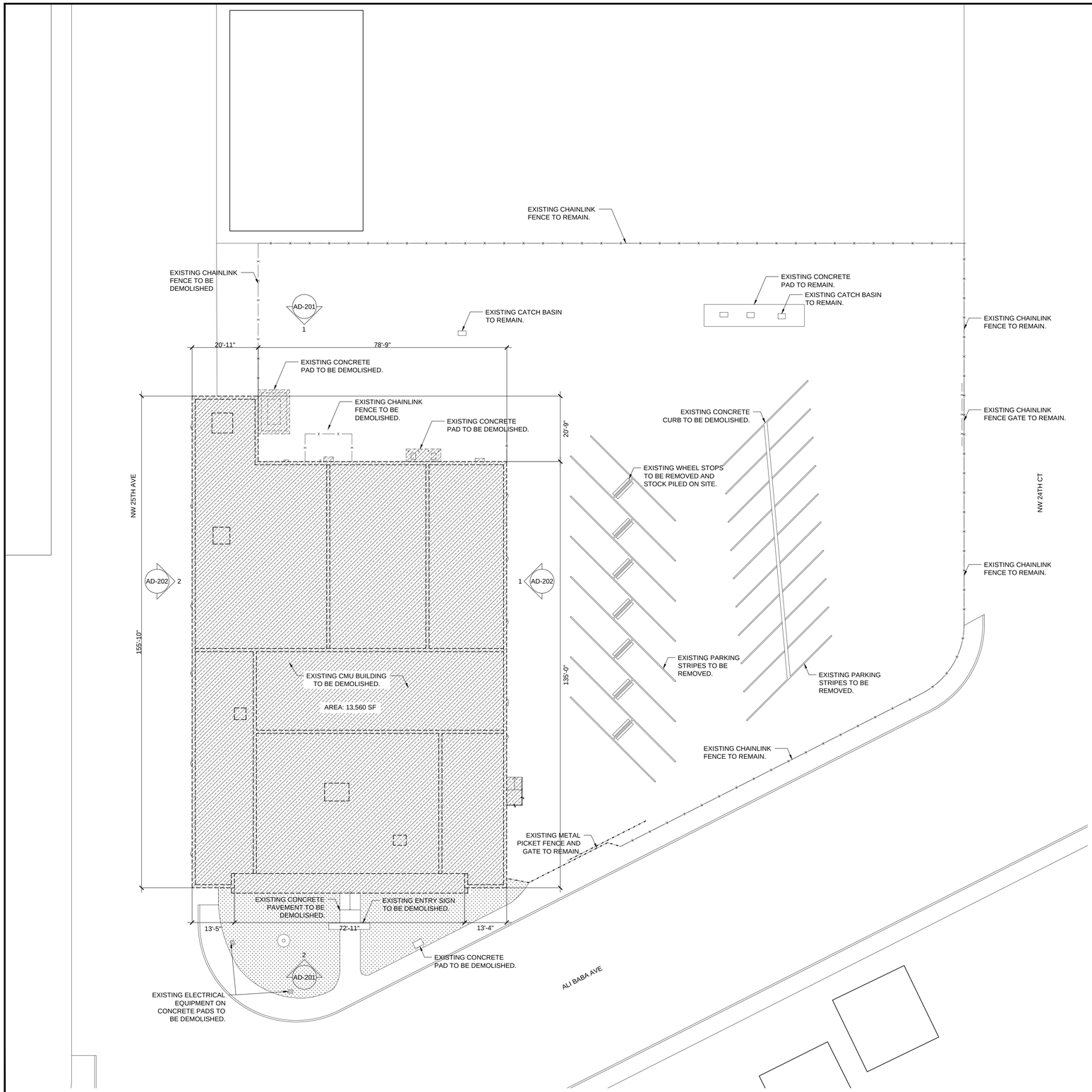
SCALE:
AS SHOWN

DATE:
JANUARY 2022

PROJECT No:
21-3003

DRAWN BY: W.C.
CHECKED BY: A.P.

SHEET No:
A 003



1 DEMOLITION SITE PLAN
1/16"=1'-0"

GENERAL DEMOLITION NOTES

1. BEFORE BEGINING ANY DEMOLITION WORK, THE CONTRACTOR SHALL SURVEY THE SITE AND EXAMINE THE DRAWINGS AND SPECIFICATIONS TO DETERMINE THE EXTENT OF THE WORK.
2. THE CONTRACTOR SHALL ENGINEER, CONSTRUCT AND MAINTAIN SHORING, BRACING, AND SUPPORTS AS REQUIRED.
3. UPON COMPLETION OF DEMOLITION, THE ENTIRE AREA SHALL BE CLEANED OF ALL DEBRIS AND PREPARED FOR NEW CONSTRUCTION.
4. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PERFORM THE WORK AND MAINTAIN SAFETY TO THE PUBLIC AND WORKERS, ALSO THE PROTECTION OF PROPERTY THROUGHOUT CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS, AS APPLICABLE.
5. AT ALL TIMES DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN ENTRANCE AND EXIT ACCESS TO ALL FACILITIES AFFECTED BY THE CONSTRUCTION.
6. COORDINATE WITH OWNER ALL BARRIERS FOR SECURITY, SAFETY AND PROTECTION, ALL WORK HOURS AND LOCATION OF DUMPSTER.
7. ALL DISPOSAL OF EXCESS DEMOLITION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
8. COORDINATE W/ ARCHITECTURE & ENGINEERING CONSTRUCTION DRAWINGS AS REQUIRED FOR DEMOLITION PURPOSES.
9. COORDINATE W/ OWNER AND/OR UTILITY COMPANY FOR EQUIPMENT RELOCATION/REMOVAL IMPACTING AREAS OUTSIDE THE LIMITS OF CONSTRUCTION.
10. ALL MATERIALS TO BE REMOVED DURING DEMOLITION AND REUSED LATER IN CONSTRUCTION; IS TO BE PROTECTED AND RESTORED TO STANDARD ACCEPTABLE TO OWNER PRIOR RE-INSTALLATION
11. ALL EXISTING CERAMIC FLOOR, WALL TILE, CARPET AND BASE, TO BE REMOVED THROUGHOUT THE BUILDING.
12. COORDINATE AREAS OF DEMOLITION BETWEEN ALL DEMOLITION DRAWINGS.
13. THE CONTRACTOR SHALL FIELD VERIFY ALL BUILDING SYSTEMS, STRUCTURE AND EXISTING CONDITIONS.
14. ALL EXISTING EXTERIOR LIGHTS & SECURITY FIXTURES TO BE REMOVED PRIOR DEMOLITION. F.V.
15. ALL EXISTING EXTERIOR DOORS & WINDOWS TO BE DEMOLISHED.
16. GC TO COORDINATE REMOVAL AND /OR DISCONNECTION OF ALL COMMUNICATION AND SECURITY DEVICES WITH SERVICE PROVIDER PRIOR TO COMMENCEMENT OF WORK.
17. ALL EXISTING SHRUBS AND PLANTS AROUND BUILDING SHALL BE CLEARED.

STRUCTURAL DEMOLITION NOTES

1. ALL STRUCTURAL STEEL, FRAMING, ETC. WITHIN THE DESIGNATED DEMOLITION AREA SHALL BE DEMOLISHED ACCORDING TO SPECIFICATIONS. ALL DEMOLITION WITHIN FOOTPRINT TO BE COORDINATED WITH THESE DRAWINGS AND ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT/ENGINEER.
2. THE CONTRACTOR SHALL LIMIT THE ACCUMULATION OF DEBRIS TO A MAXIMUM LOADING OF 100 P.S.F.
3. CARE SHALL BE TAKEN DURING DEMOLITION SO AS NOT TO DAMAGE OR ALTER ANY EXISTING ELEMENTS TO REMAIN. THE ARCHITECT AND STRUCTURAL ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DAMAGE OCCURS OR IS DISCOVERED DURING DEMOLITION.

ELECTRICAL DEMOLITION NOTES

1. COORDINATE W/ CITY PUBLIC WORKS DEPARTMENTS AS REQUIRED FOR DEMOLITION PURPOSES.
2. THE ELECTRICAL CONTRACTOR SHALL EXERCISE EXTREME CAUTION TO DISCONNECT ALL ELECTRICAL SERVICE PRIOR TO ANY DEMOLITION WORK.
3. CONTACT FLORIDA POWER & LIGHT PRIOR TO DISCONNECT OF ELECTRICAL SERVICE.
4. CONTACT TELECOMMUNICATIONS PROVIDER PRIOR TO DISCONNECT OF TELEPHONE SERVICE.
5. ALL WORK SHALL BE COORDINATED WITH DEMOLITION CONTRACTOR.
6. ELECTRICAL CONTRACTOR SHALL VISIT THE SITE PRIOR TO DEMOLITION WORK TO DETERMINE THE SCOPE OF WORK.
7. ARCHITECT'S DEMOLITION DRAWINGS ARE TO BE CAREFULLY STUDIED AND ANY CONFLICTS WITH THE EXISTING ELECTRICAL SYSTEM THAT MAY BE ANTICIPATED MUST BE BROUGHT TO THE ARCHITECT'S ATTENTION.
8. ALL ELECTRICAL CIRCUITS FOR EQUIPMENT, LIGHTING AND OTHER DEVICES THAT ARE SCHEDULED TO BE REMOVED SHALL BE DISCONNECTED AT THE ELECTRICAL PANEL.

DEMOLITION LEGEND

- EXISTING TO REMAIN
- EXISTING TO BE DEMOLISHED
- EXISTING CONDITIONS TO REMAIN
- PARTITION TO BE DEMOLISHED

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NOTE:

GC SHALL PROVIDE MOT PLAN FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

GC SHALL CONDUCT UNDERGROUND UTILITY MARKING AND PROVIDE REPORT TO ARCHITECT OF RECORD PRIOR TO COMMENCMENT OF WORK.

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SHEET TITLE:
DEMOLITION SITE PLAN

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

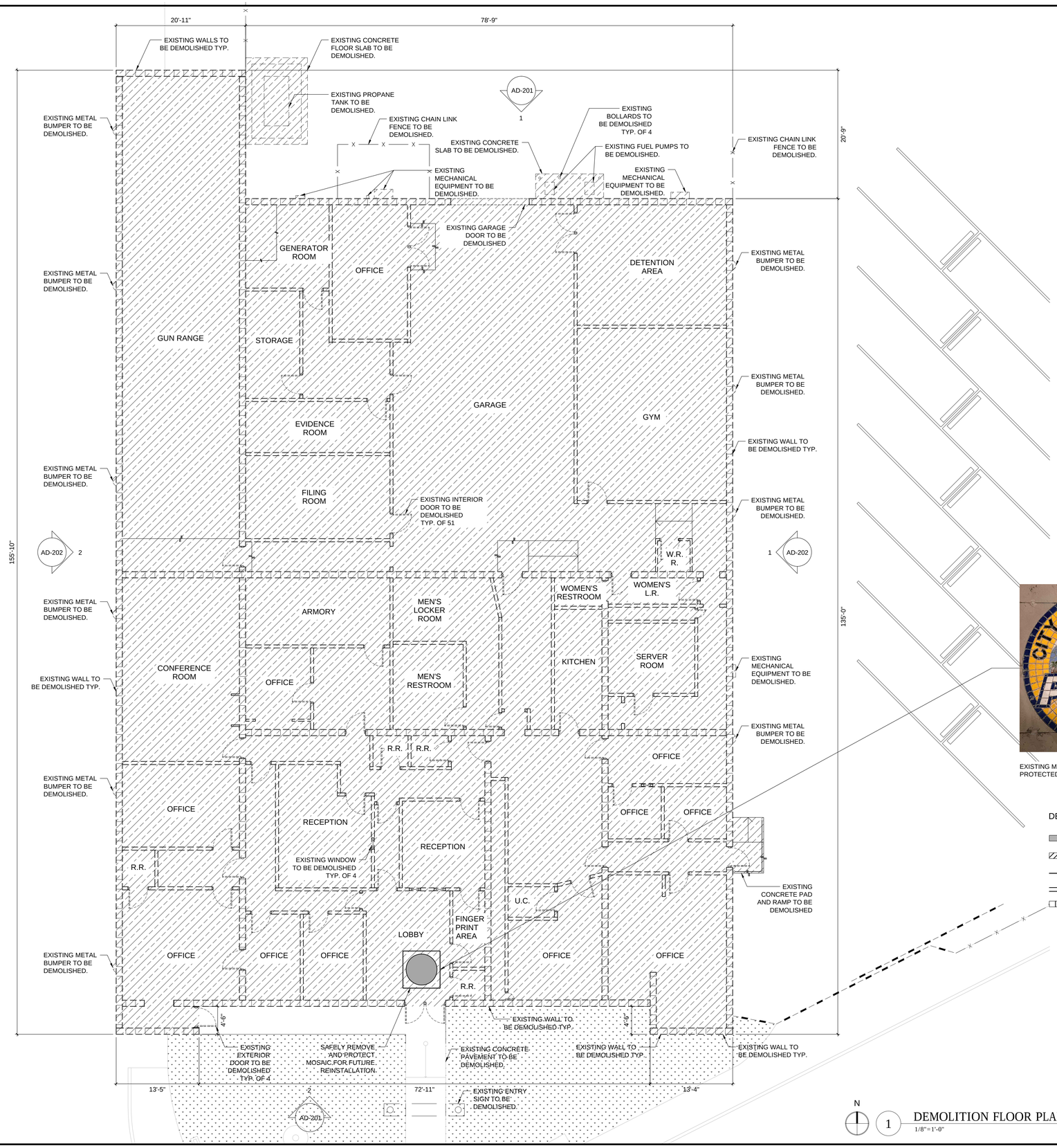
SCALE:
AS SHOWN

DATE:
JANUARY 2022

PROJECT No:
21-3003

DRAWN BY: W.C.
CHECKED BY: A.P.

SHEET No:
AD 100



1 DEMOLITION FLOOR PLAN
1/8" = 1'-0"

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SHEET TITLE:
DEMOLITION FLOOR PLAN

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

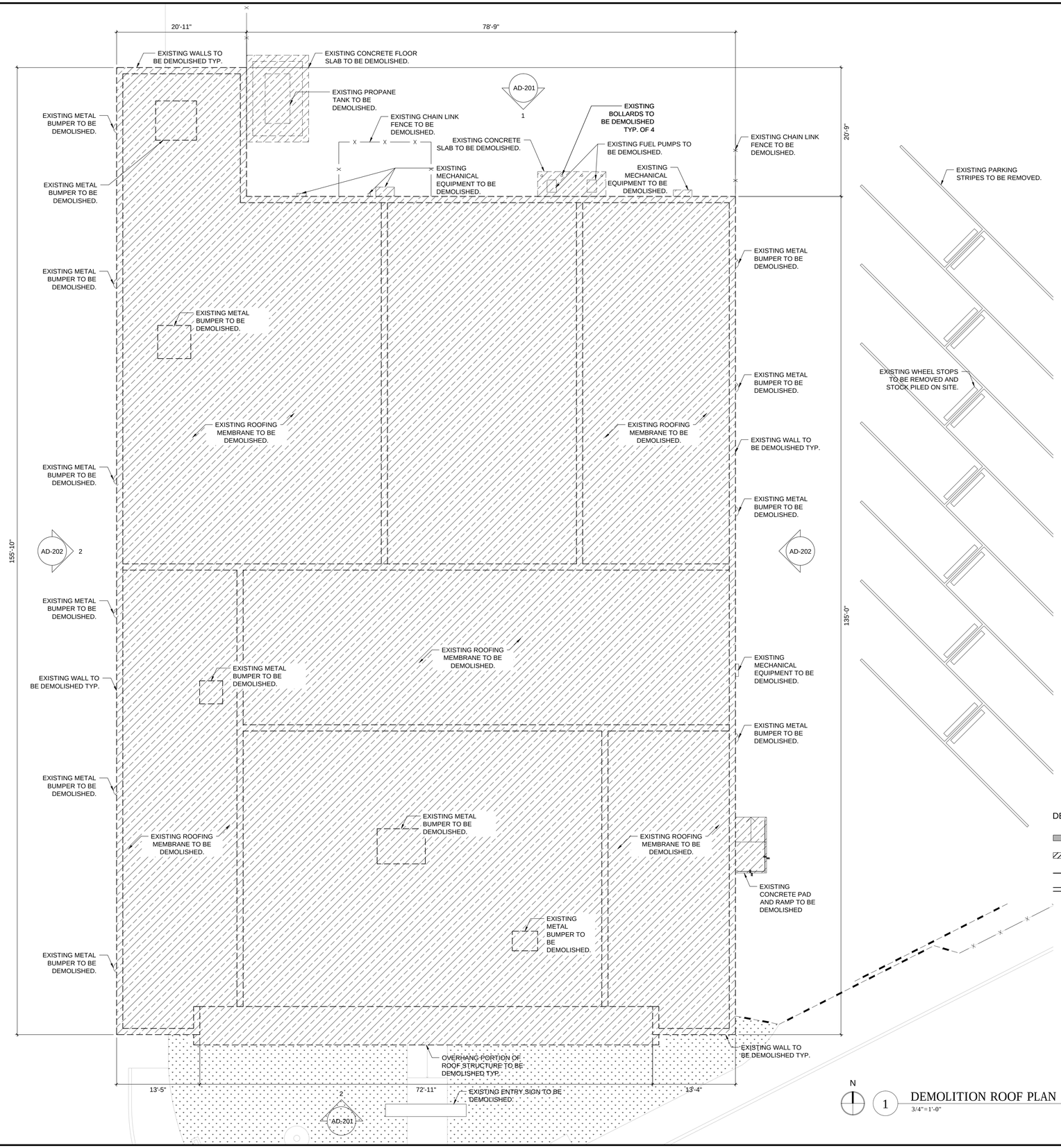
SCALE:
AS SHOWN

DATE:
JANUARY 2022

PROJECT No:
21-3003

DRAWN BY: C.V.
CHECKED BY: A.P.

SHEET No:
AD 101



1 DEMOLITION ROOF PLAN
3/4"=1'-0"

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SHEET TITLE:
DEMOLITION ROOF PLAN

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

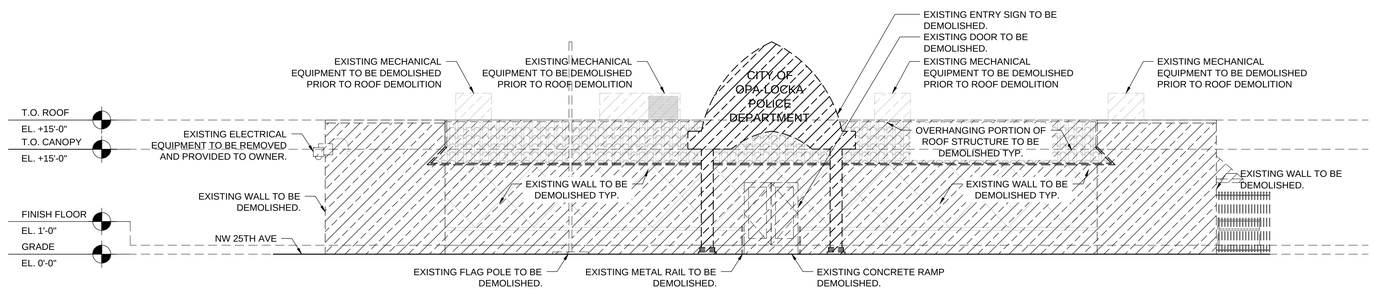
SCALE:
AS SHOWN

DATE:
JANUARY 2022

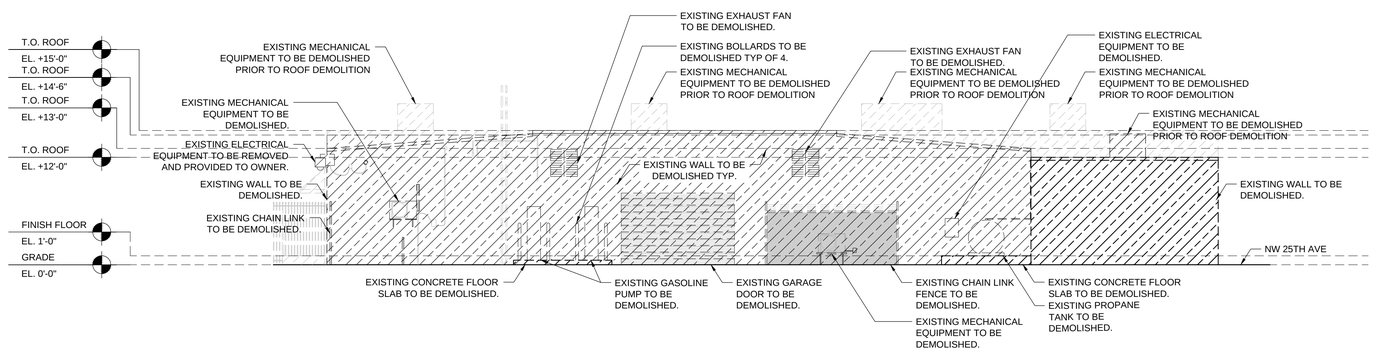
PROJECT No:
21-3003

DRAWN BY: W.C.
CHECKED BY: A.P.

SHEET No:
AD 102



1 NORTH ELEVATION
3/16"=1'-0"



2 SOUTH ELEVATION
3/16"=1'-0"

DEMOLITION LEGEND

- EXISTING TO REMAIN
- EXISTING TO BE DEMOLISHED
- EXISTING CONDITIONS TO REMAIN
- PARTITION TO BE DEMOLISHED

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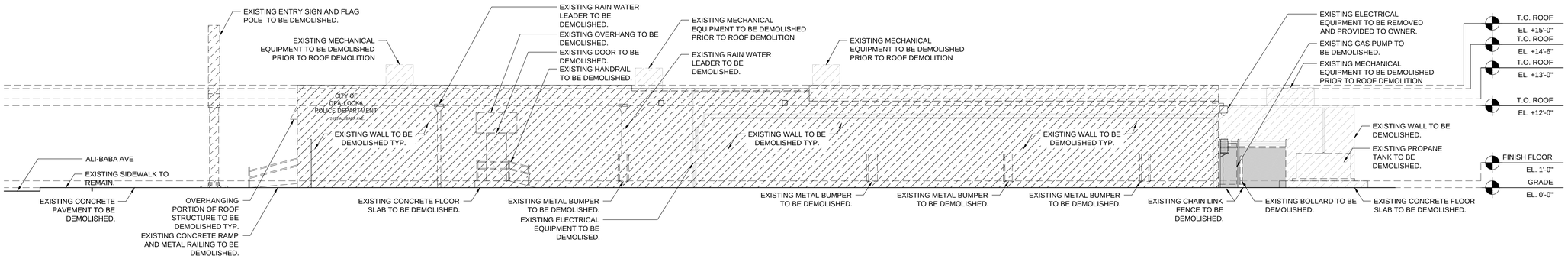
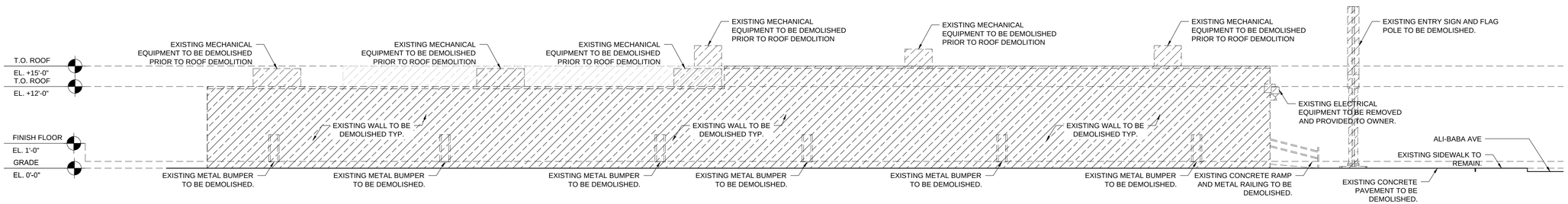
SHEET TITLE:
DEMOLITION ELEVATIONS

REVISIONS:	DATE

SUBMITTAL: PROGRESS SET
SCALE: AS SHOWN
DATE: JANUARY 2022
PROJECT No: 21-3003
DRAWN BY: W.C.
CHECKED BY: A.P.
SHEET No: AD-201



1 EAST ELEVATION
3/16"=1'-0"



2 WEST ELEVATION
3/16"=1'-0"

DEMOLITION LEGEND

- EXISTING TO REMAIN
- EXISTING TO BE DEMOLISHED
- EXISTING CONDITIONS TO REMAIN
- PARTITION TO BE DEMOLISHED

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SHEET TITLE:
DEMOLITION ELEVATIONS

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

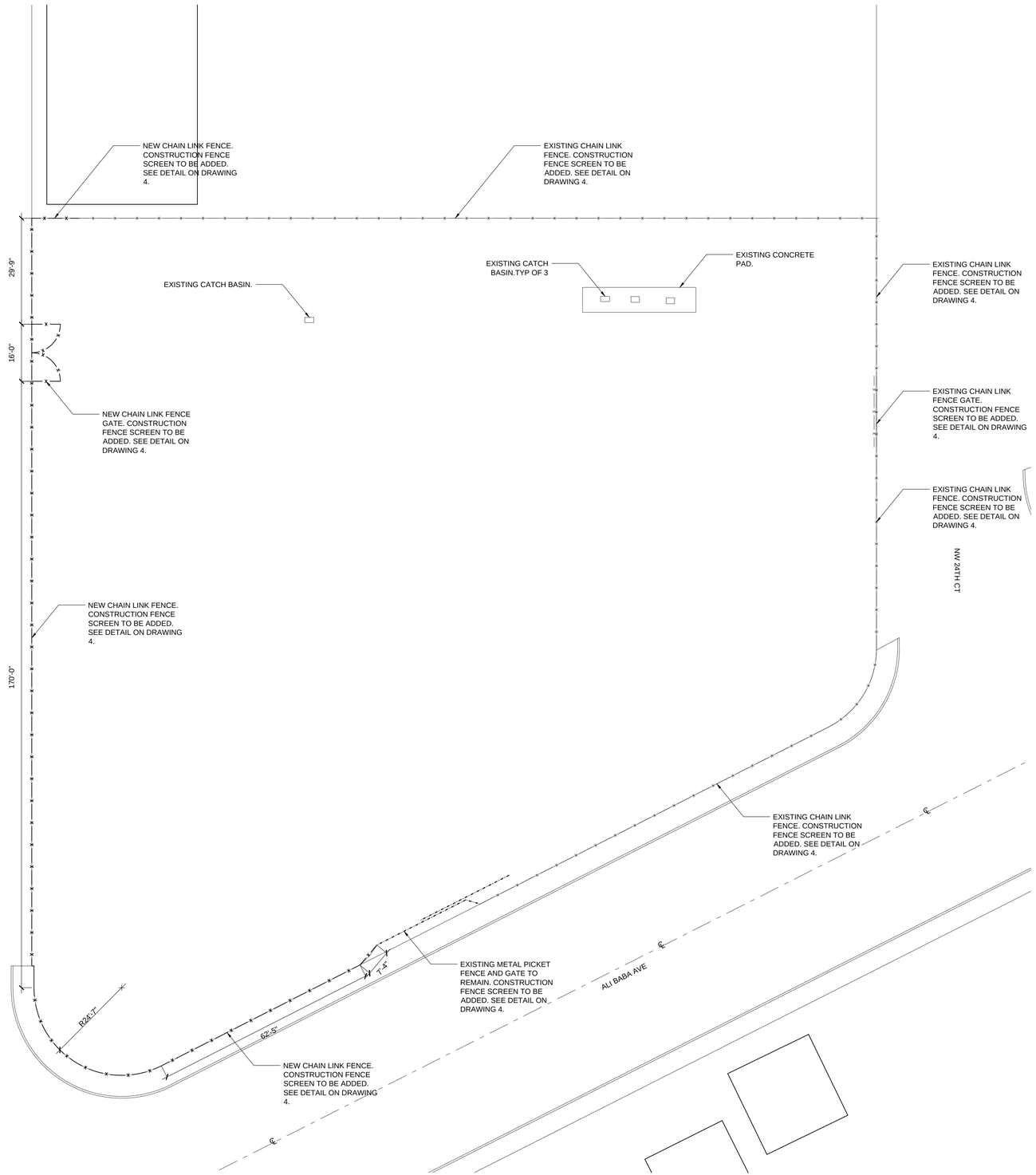
SCALE:
AS SHOWN

DATE:
JANUARY 2022

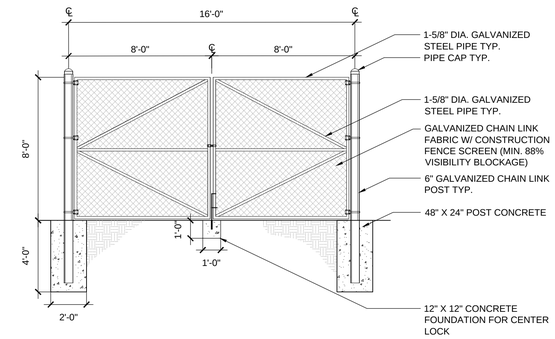
PROJECT No:
21-3003

DRAWN BY: W.C.
CHECKED BY: A.P.

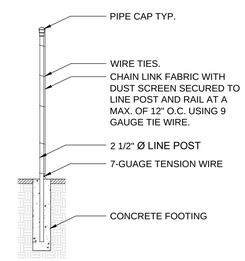
SHEET No:
AD-202



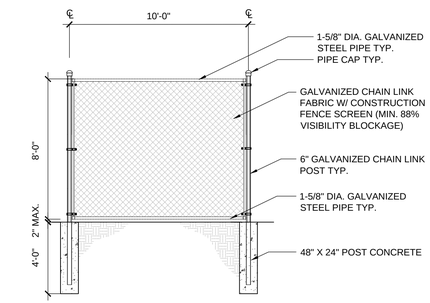
1 SITE PLAN
1/16"=1'-0"



2 NEW DOUBLE SWING GATE DETAIL
1/4"=1'-0"



3 TYP. FENCE SECTION
1/4"=1'-0"



4 TYP. FENCE ELEVATION
1/4"=1'-0"

NOTE:
UTILITY LINES TO BE VERIFIED WITH THE SITE SURVEY.

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SITE PLAN

REVISIONS:	DATE

SUBMITTAL:
PROGRESS SET

SCALE:
AS SHOWN

DATE:
JANUARY 2022

PROJECT No:
21-3003

DRAWN BY: W.C.
CHECKED BY: A.P.

SHEET No:
A 100

Sponsored by: City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF RAUL FERNANDEZ, DJ OPPORTUNITIES, ET AL V. MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 7, 2019, Plaintiffs, Raul Fernandez; DJ Opportunities, Inc.; a Florida Profit Corporation; 3125 Apartments, LLC; David Fernandez; and 13240 Port Said Road, LLC, initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, through which Plaintiffs sought recovery of damages for Breach of Contract and Injunctive Relief that allegedly arising out of the City's billing for water service, as well as the City's alleged intent to terminate Plaintiffs' water service for non-payment (hereinafter, the "Lawsuit"); and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

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

WHEREAS, Miami-Dade County Attorney's Office also intends to take this same matter before the County Commission for full settlement of all claims; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Attorney's Office to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A" with City receiving funds from Plaintiff.

.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the settlement agreement between the Plaintiffs: Raul Fernandez; DJ Opportunities, Inc.; a Florida Profit Corporation; 3125 Apartments, LLC; David Fernandez; and 13240 Port Said Road, LLC, and the City of Opa-Locka, consistent with the Agreement attached hereto as Exhibit "A"; and further authorizes the City Manager to take all necessary action consistent with this Resolution.

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 and with subsequent approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this 22nd day of June, 2022.

_____

Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into this 26 day of May, 2022, by and between **RAUL FERNANDEZ; DJ OPPORTUNITIES, INC.; 3125 APARTMENTS, LLC; DAVID FERNANDEZ; and 13240 PORT SAID ROAD, LLC (collectively, "PLAINTIFFS");** the **CITY OF OPA-LOCKA, a Florida Municipal Corporation (the "City"); and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") (collectively, with the City, "DEFENDANTS", and with PLAINTIFFS, collectively, the "Parties".**

WHEREAS, PLAINTIFFS initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No.: 2019-35518-CA-01, through which Plaintiffs sought recovery of damages for Breach of Contract and Injunctive Relief that allegedly arose out of the City's provision of, and billing for, water service to Plaintiffs as well as the City's alleged intent to terminate Plaintiffs' water service for non-payment (hereinafter, the "Lawsuit"); and

WHEREAS, Plaintiffs' latest version of the Complaint—the Third Amended Complaint—also alleges that the County has breached an unspecified contractual obligation to the **Plaintiffs** and should also in some unspecific way be held responsible for damages; and

WHEREAS, the Parties want to avoid the associated expense and uncertainty of litigation, and, therefore, desire to amicably resolve their dispute and settle all of their respective claims,

NOW, THEREFORE, in consideration of the foregoing recitals and following premises, terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

RF

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Parties agree that the above recitals are true and correct and that those recitals are incorporated by reference and form a part of this Agreement.

2. **Effective Date.** The Effective Date of this Agreement shall be the sooner of: (a) the date of the expiration of the County Mayor's veto period after the approval of this Agreement by the Board of County Commissioners of Miami-Dade County (the "BCC") without the County Mayor vetoing the BCC's resolution approving same, or (b) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Agreement, as set forth in Section 3 of this Agreement, or (c) the date on which the BCC overrides a County Mayor veto of this Agreement.

3. **City and County Approval Processes.** The Parties acknowledge that before the City or County may settle any claims or enter into any binding contractual obligations pursuant to this Agreement, the City and the County must obtain the approval of their respective Boards and the subsequent assent of, as applicable, the City Mayor or the County Mayor (or, if the County Mayor vetoes any legislation approving this Agreement, an override of the County Mayor's veto by the BCC).

a. **BCC Approval.** The Parties acknowledge that County Resolution No. 130-06 requires that all non-County parties must execute this Agreement before the Agreement may be placed on the BCC's agenda. Accordingly, Plaintiffs and the City agree to execute this Agreement before the County and as a precondition of the presentation of this Agreement to the County Mayor/designee and the BCC. After such execution, Plaintiffs and the City agree that neither may withdraw from or modify the terms of its settlement, as presented in this Agreement except as provided in Paragraph 3(c) below.

RX

b. **The Parties' Obligations Before BCC Approval.** None of the Parties shall be required to file any document compromising any claims they may have against the other Parties and shall not have to release the other Parties until the Effective Date.

c. **Consequence Upon Failure to Obtain BCC Approval**. If the BCC does not approve this Agreement or override a County Mayor veto of this Agreement, and after all opportunities for BCC reconsideration have passed, the Parties shall return to the status quo existing before the Parties' preparation of this Agreement, and the fact that the County, the City and Plaintiffs sought to negotiate a resolution to their dispute, including any supporting documents necessary to present this Agreement to the BCC, shall be inadmissible for all reasons and shall not prejudice any of their pre-existing rights and remedies with respect to each other or any other person or entity.

4. **Agreement to Settle: No Admission of Liability.** Subject to the terms and conditions of this Agreement, the Parties hereby agree that the terms of this Agreement, the payment of any monies, or any other action of forbearance taken pursuant to this Agreement shall in no way constitute, nor be construed as, an admission of liability or acknowledgment of the validity of any allegation, finding or conclusion, by the Parties, or their respective agents, but rather are made as a contractual settlement by way of compromise for the purpose of settling the claims, controversies, and differences addressed herein and to avoid the expense and uncertainty of litigation. Moreover, this Agreement shall not be admissible in any proceeding for any purpose, except for the purpose of establishing a claim of default or violation of the provisions contained herein.

a. **Payment Terms.** Upon receipt of this signed Settlement Agreement and Release, **PLAINTIFFS** shall pay unto **DEFENDANT** CITY OF OPA-LOCKA the total sum of

$100,000.00 USD (One Hundred Thousand Dollars and 00/100 Cents) and the **DEFENDANTS** shall release all liens imposed by the City and/or County for non-payment of water bills prior to May 15, 2022, on the properties whose water accounts are the subject of the Lawsuit (the "Properties") in full and complete settlement of all matters in dispute in the Lawsuit.

b. **Payment Method.** Plaintiffs shall pay the sum due above to the City by cashier's check to the order of City of Opa-Locka, sent by overnight courier to Burnadette Norris-Weeks P.A., 401 NW 7th avenue, Fort Lauderdale, FL 33311.

5. **Plaintiffs' Release.** Upon release of and in consideration of the releases of lien referenced above, **PLAINTIFFS**, and their subsidiaries, affiliates, successors and assigns hereby release, acquit, satisfy, and forever discharge the **DEFENDANTS**, and their officials, employees, attorneys and representatives, from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined, at law or in equity which they now have or may have from the beginning of time to the date of these presents and/or that otherwise could have been brought against the **DEFENDANTS** in the Lawsuit.

6. **City's and County's Releases.** As part and parcel of this Settlement and Release Agreement and in consideration of the settlement sum to be paid to the City, **DEFENDANTS** do hereby release, acquit and discharge, and by these present have hereby released, acquitted and forever discharged, **PLAINTIFFS,** along with their subsidiaries, affiliates, successors and assigns from any and all claims, causes of action, rights of action, damages, accounts and/or reckonings, of whatever name or nature, including, but not limited to, any and all actions for damages sounding or arising in tort, in contract, or by statute, and any and all other claims, actions and/or causes of action which were alleged in, or which could have been alleged by

DEFENDANTS, as a counterclaim in the Lawsuit and/or pertaining to or arising out of or relating to the Lawsuit provided that **PLAINTIFFS** are not released from paying any water bills for the Properties identified in the Lawsuit, and any other properties they own within the City or County, as of May 15, 2022 and going forward.

7. **Dismissal of the Lawsuit.** Within ten (10) days of the Effective Date of this Agreement, Plaintiffs' counsel shall file a Notice of Voluntary Dismissal with prejudice in the Lawsuit. Each Party agrees to bear its own attorneys' fees and costs.

8. **Florida Law Applies; Exclusive Venue.** This Agreement shall be construed under the laws of the State of Florida without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively with Judges in Section 44 of the Complex Business Litigation Division in the Eleventh Judicial Circuit in and for Miami-Dade County.

9. **Entire Agreement: Modification.** This Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the Parties to this Agreement with respect to the subject matter of this Agreement. No supplement, modification, or amendment to this Agreement shall be binding unless it is duly executed in writing by all Parties.

10. **Rule of Construction: Opportunity to Review.** The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement and that no presumptions or inference shall apply against any Party hereto as to its construction. The Parties declare that: (a) they have completely read the terms of this Agreement, (b) they have discussed the terms of the Agreement with legal counsel of their

RX

choice, and (c) they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, officers, directors, predecessors, affiliates, parents, subsidiaries, successors or assigns in connection with any legal action arising out of the Agreement.

12. **Authority to Execute and Bind.** By executing this Agreement, the undersigned warrant and represent that they are authorized to enter into this Agreement and empowered to bind their respective Parties to these terms and, where applicable, their parents, affiliates, subsidiaries, successors, assignees and related entities. Further, the Parties represent that they have not assigned any of their respective rights or claims that are the subject of this Agreement to any third party.

13. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

14. **Severability.** The Parties have attempted to create an Agreement that is lawful and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent changes in federal, state or County law, whether through legislation or judicial interpretation, which create, eliminate, or change the rights and obligations of the Parties. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. **Counterparts; Electronic Signatures.** The Parties agree that this Agreement,

and any and all other documents in connection with this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same Agreement. This Agreement may be executed as facsimile, email, or electronic originals, and each copy of this Agreement bearing the facsimile, email, or electronic transmitted signature of any Party's authorized representative shall be deemed to be an original.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, the Parties have executed this Agreement and Mutual Releases by their duly authorized representatives as of the date of year appearing by their respective signatures.

ATTEST:

By:_____
Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By:_____
Daniella Levine Cava
County Mayor

ATTEST:

By:_____

CITY OF OPA LOCKA, FLORIDA
BY ITS BOARD OF CITY
COMMISSIONERS

By:_____
City Mayor

(SIGNATURES CONTINUE ON NEXT PAGES)

IN THE PRESENCE OF

_____ _____
WITNESS Amdar Ferrer **RAUL FERNANDEZ**
PLAINTIFF

STATE OF FLORIDA
COUNTY OF Miami-Dade

Before me, the undersigned authority, this 26 day of May, 2022 personally appeared ____ **RAUL FERNANDEZ**, who, after being duly sworn, deposed and stated that he has read the above and foregoing Settlement Agreement and Release, and that he knows and appreciates the contents thereof, and has executed same of his own free act and deed.

___Personally Known
✓ Produced FDL as identification

WALTER A. ANON
MY COMMISSION # HH 024220
EXPIRES: August 5, 2024
Bonded Thru Notary Public Underwriters

IN THE PRESENCE OF:

_____ _____
Amdar Ferrer **WITNESS** **RAUL FERNANDEZ, ON BEHALF OF DJ OPPORTUNITIES, INC., PLAINTIFF**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, this 26 day of May, 2022 personally appeared **RAUL FERNANDEZ, ON BEHALF OF DJ OPPORTUNITIES, INC.,** who, after being duly sworn, deposed and stated that he has read the above and foregoing Settlement Agreement and Release, and that he knows and appreciates the contents thereof, and has executed same of his own free act and deed.

___Personally Known
✓ Produced FDL as identification

WALTER A. ANON
MY COMMISSION # HH 024220
EXPIRES: August 5, 2024
Bonded Thru Notary Public Underwriters

IN THE PRESENCE OF:

WITNESS

DAVID FERNANDEZ,
PLAINTIFF

Notary Public State of Florida
Lidia Norma Alvarez
My Commission GG 968520
Expires 03/11/2024

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, this 26 day of May, 2022 personally appeared **DAVID FERNANDEZ,** who, after being duly sworn, deposed and stated that he has read the above and foregoing Settlement Agreement and Release, and that he knows and appreciates the contents thereof, and has executed same of his own free act and deed.

___ Personally Known
✓ Produced FDL as identification

IN THE PRESENCE OF:

Ambar Ferrer **WITNESS**

3125 APARTMENTS, LLC,
PLAINTIFF

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, this 26 day of May, 2022 personally appeared *Raul Fernandez, Manager ???, **ON BEHALF OF 3125 APARTMENTS, LLC,** who, after being duly sworn, deposed and stated that he has read the above and foregoing Settlement Agreement and Release, and that he knows and appreciates the contents thereof, and has executed same of his own free act and deed.

___ Personally Known
✓ Produced FDL. as identification

WALTER A. ANON
MY COMMISSION # HH 024220
EXPIRES: August 5, 2024
Bonded Thru Notary Public Underwriters

IN THE PRESENCE OF:

Amoal Fernandez
WITNESS

13240 PORT SAID ROAD, LLC,
PLAINTIFF

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, this 26 day of MAY, 2022 personally appeared Raul Fernandez, Manager ??, **ON BEHALF OF 13240 Port Said Road, LLC,** who, after being duly sworn, deposed and stated that he has read the above and foregoing Settlement Agreement and Release, and that he knows and appreciates the contents thereof, and has executed same of his own free act and deed.

___Personally Known
✓ Produced FDL as identification

WALTER A. ANON
MY COMMISSION # HH 024220
EXPIRES: August 5, 2024
Bonded Thru Notary Public Underwriters

Approved for Legal Sufficiency:

_____
Assistant County Attorney

Sponsored by: City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF INGRAM PARK APARTMENTS LLC V. MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 20, 2020, Plaintiff, Ingram Park Apartments LLC, initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, through which Plaintiff sought recovery of damages for Breach of Contract and Declaratory Relief allegedly arising out of the City's billing for water service to Plaintiff, as well as the City's alleged intent to place liens on Plaintiff's property for non-payment of water service bills (hereinafter, the "Lawsuit"); and

WHEREAS, the parties have agreed to settle all issues involved with the Lawsuit; and

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

WHEREAS, Miami-Dade County Attorney's Office also intends to take this same matter before the County Commission for full settlement of all claims; and

WHEREAS, the City Commission hereby accepts the recommendation of the City Attorney's Office to settle this matter consistent with the Agreement, set forth as Exhibit "A"; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims as set forth in Exhibit "A", with the City receiving funds from Plaintiff.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the settlement agreement between the Plaintiff Ingram Park Apartments LLC, and the City of Opa-Locka, consistent with the Agreement attached hereto as Exhibit "A"; and further authorizes the City Manager to take all necessary action consistent with this Resolution.

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 and with subsequent approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this 22nd day of June, 2022.

_____

Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into this ___ day of May, 2022, by and between **INGRAM PARK APARTMENTS, LLC (PLAINTIFFS);** the **CITY OF OPA-LOCKA, a Florida Municipal Corporation (the "City"); and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") (collectively, with the City, "DEFENDANTS", and with PLAINTIFFS, collectively, the "Parties"**.

WHEREAS, PLAINTIFFS initiated a lawsuit in the Circuit Court for Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No.: 20-008684-CA-01, through which Plaintiffs sought recovery of damages for Breach of Contract and Declaratory Relief that allegedly arose out of the City's provision of, and billing for, water service to Plaintiffs as well as the City's alleged intent to place liens on Plaintiffs' property for non-payment of water service bills (hereinafter, the "Lawsuit"); and

WHEREAS, Plaintiffs' latest version of the Complaint, the Amended complaint, also alleges that the County has breached an unspecified contractual obligation to the **Plaintiffs** and should also in some unspecific way be held responsible for damages; and

WHEREAS, the Parties want to avoid the associated expense and uncertainty of litigation, and, therefore, desire to amicably resolve their dispute and settle all of their respective claims,

NOW, THEREFORE, in consideration of the foregoing recitals and following premises, terms and conditions and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Parties agree that the above recitals are true and correct and that those recitals are incorporated by reference and form a part of this Agreement. The properties at issue in the Complaint are set forth in Exhibit "A" attached hereto.

2. **Effective Date.** The Effective Date of this Agreement shall be the sooner of: (a) the date of the expiration of the County Mayor's veto period after the approval of this Agreement by the Board of County Commissioners of Miami-Dade County (the "BCC") without the County Mayor vetoing the BCC's resolution approving same, or (b) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Agreement, as set forth in Section 3 of this Agreement, or (c) the date on which the BCC overrides a County Mayor veto of this Agreement.

3. **City and County Approval Processes.** The Parties acknowledge that before the City or County may settle any claims or enter into any binding contractual obligations pursuant to this Agreement, the City and the County must obtain the approval of their respective Boards and the subsequent assent of, as applicable, the City Mayor or the County Mayor (or, if the County Mayor vetoes any legislation approving this Agreement, an override of the County Mayor's veto by the BCC).

a. **BCC Approval.** The Parties acknowledge that County Resolution No. 130-06 requires that all non-County parties must execute this Agreement before the Agreement may be placed on the BCC's agenda. Accordingly, Plaintiffs and the City agree to execute this Agreement before the County and as a precondition of the presentation of this Agreement to the County Mayor/designee and the BCC. After such execution, Plaintiffs and the City agree that

neither may withdraw from or modify the terms of its settlement, as presented in this Agreement except as provided in Paragraph 3(c) below.

b. **The Parties' Obligations Before BCC Approval.** None of the Parties shall be required to file any document compromising any claims they may have against the other Parties and shall not have to release the other Parties until the Effective Date.

c. **Consequence Upon Failure to Obtain BCC Approval**. If the BCC does not approve this Agreement or override a County Mayor veto of this Agreement, and after all opportunities for BCC reconsideration have passed, the Parties shall return to the status quo existing before the Parties' preparation of this Agreement, and the fact that the County, the City and Plaintiffs sought to negotiate a resolution to their dispute, including any supporting documents necessary to present this Agreement to the BCC, shall be inadmissible for all reasons and shall not prejudice any of their pre-existing rights and remedies with respect to each other or any other person or entity.

4. **Agreement to Settle: No Admission of Liability.** Subject to the terms and conditions of this Agreement, the Parties hereby agree that the terms of this Agreement, the payment of any monies, or any other action of forbearance taken pursuant to this Agreement shall in no way constitute, nor be construed as, an admission of liability or acknowledgment of the validity of any allegation, finding or conclusion, by the Parties, or their respective agents, but rather are made as a contractual settlement by way of compromise for the purpose of settling the claims, controversies, and differences addressed herein and to avoid the expense and uncertainty of litigation. Moreover, this Agreement shall not be admissible in any proceeding for any

purpose, except for the purpose of establishing a claim of default or violation of the provisions contained herein.

a. **Payment Terms.** Upon receipt of this signed Settlement Agreement and Release, **PLAINTIFFS** shall pay unto **DEFENDANT** CITY OF OPA-LOCKA the total sum of **$105,920.00 USD** (One Hundred and Five Thousand Dollars Nine Hundred and Twenty Dollars and 00/100 Cents), of which $21, 420 shall be through relinquishment of any claims to their security deposit and immediate payment of $84,500 and the **DEFENDANTS** shall release all claims for any outstanding amounts due on the properties whose water accounts are the subject of the Lawsuit (the "Properties") that may have accrued through December 2019, and all liens imposed by the City and/or County related thereto in full and complete settlement of all matters in dispute in the Lawsuit.

b. **Payment Method.** Plaintiffs shall pay the sum due above to the City by cashier's check to the order of City of Opa-Locka, sent by overnight courier to Burnadette Norris-Weeks P.A., 401 NW 7th avenue, Fort Lauderdale, FL 33311.

5. **Plaintiffs' Release.** Upon release of and in consideration of the releases of lien referenced above, **PLAINTIFFS**, and their subsidiaries, affiliates, successors and assigns hereby release, acquit, satisfy, and forever discharge the **DEFENDANTS**, and their officials, employees, attorneys and representatives, from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined, at law or in equity which they now have or may have from the beginning of time to the date of these presents and/or that otherwise could have been brought against the **DEFENDANTS** in the Lawsuit.

6. **City's and County's Releases.** As part and parcel of this Settlement and Release Agreement and in consideration of the settlement sum to be paid to the City, **DEFENDANTS** do hereby release, acquit and discharge, and by these present have hereby released, acquitted and forever discharged, **PLAINTIFFS,** along with their subsidiaries, affiliates, successors and assigns from any and all claims, causes of action, rights of action, damages, accounts and/or reckonings, of whatever name or nature, including, but not limited to, any and all actions for damages sounding or arising in tort, in contract, or by statute, and any and all other claims, actions and/or causes of action which were alleged in, or which could have been alleged by **DEFENDANTS,** as a counterclaim in the Lawsuit and/or pertaining to or arising out of or relating to the Lawsuit provided that **PLAINTIFFS** are not released from paying any water bills for the Properties identified in the Lawsuit, which accrued after December 2019.

7. **Dismissal of the Lawsuit.** Within ten (10) days of the Effective Date of this Agreement, Plaintiffs' counsel shall file a Notice of Voluntary Dismissal with prejudice in the Lawsuit. Each Party agrees to bear its own attorneys' fees and costs.

8. **Florida Law Applies; Exclusive Venue.** This Agreement shall be construed under the laws of the State of Florida without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively with Judges in Section 44 of the Complex Business Litigation Division in the Eleventh Judicial Circuit in and for Miami-Dade County.

9. **Entire Agreement: Modification.** This Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the Parties to this Agreement with respect to the subject matter of this Agreement. No

supplement, modification, or amendment to this Agreement shall be binding unless it is duly executed in writing by all Parties.

10. **Rule of Construction: Opportunity to Review.** The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement and that no presumptions or inference shall apply against any Party hereto as to its construction. The Parties declare that: (a) they have completely read the terms of this Agreement, (b) they have discussed the terms of the Agreement with legal counsel of their choice, and (c) they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, officers, directors, predecessors, affiliates, parents, subsidiaries, successors or assigns in connection with any legal action arising out of the Agreement.

12. **Authority to Execute and Bind.** By executing this Agreement, the undersigned warrant and represent that they are authorized to enter into this Agreement and empowered to bind their respective Parties to these terms and, where applicable, their parents, affiliates, subsidiaries, successors, assignees and related entities. Further, the Parties represent that they have not assigned any of their respective rights or claims that are the subject of this Agreement to any third party.

13. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

14. **Severability.** The Parties have attempted to create an Agreement that is lawful

and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent changes in federal, state or County law, whether through legislation or judicial interpretation, which create, eliminate, or change the rights and obligations of the Parties. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. **Counterparts; Electronic Signatures.** The Parties agree that this Agreement, and any and all other documents in connection with this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same Agreement. This Agreement may be executed as facsimile, email, or electronic originals, and each copy of this Agreement bearing the facsimile, email, or electronic transmitted signature of any Party's authorized representative shall be deemed to be an original.

(Remainder of Page Left Blank Intentionally)

IN WITNESS WHEREOF, the Parties have executed this Agreement and Mutual Releases by their duly authorized representatives as of the date of year appearing by their respective signatures.

ATTEST:

By:_____
Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By:_____
Daniella Levine Cava
County Mayor

ATTEST:

By:_____

CITY OF OPA LOCKA, FLORIDA
BY ITS BOARD OF CITY
COMMISSIONERS

By:_____
City Mayor

(SIGNATURES CONTINUE ON NEXT PAGES)

IN THE PRESENCE OF

WITNESS

INGRAM PARK APARTMENTS LLC

By _____
Jon Arnold, as Manager of ARMOS Investments LLC, General Partner of Ingram Park Holdings LLLP, its sole member/manager.

STATE OF FLORIDA

COUNTY OF MIAMI DADE

Before me, the undersigned authority, this ___ day of May, 2022 personally appeared Jon Arnold, as Manager of ARMOS Investments LLC, General Partner of Ingram Park Holdings LLLP, sole member/manager of INGRAM PARK APARTMENTS, LLC, who, after being duly sworn, deposed and stated that he has read the above and foregoing Settlement Agreement and Release, and that he knows and appreciates the contents thereof, and has executed same of his own free act and deed.

Personally Known ✓ Produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of May, 2022.

(SEAL)

My commission expires:

DAVID P. REINER II
Notary Public - State of Florida
Commission # HH 035131
My Comm. Expires Sep 6, 2024
Bonded through National Notary Assn.

Notary Signature

Printed Notary Signature

EXHIBIT "A"

Ingram Park Apartments LLC properties:

- 14460 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-005-1260);
- 14255 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-005-1780);
- 14265 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-005-1790);
- 14305 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-005-1800);
- 14315 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-005-1810);
- 14325 & 14335 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-005-1820);
- 14345 & 14355 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-009-0010);
- 14370 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-009-0170); and
- 14350 NW 22 AVE, Opa-Locka, Fla 33054 (08-2122-009-0190).

Sponsored By: City Attorney

RESOLUTION NO. 21-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA CORRECTING THE NAME OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND WELLSPRING APARTMENTS, LLC TO REFLECT THE CORRECT NAME "WELLSPRING COMMUNITY RESOURCES, INC." FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 23, 2021, the City Commission of the City of Opa-Locka, Florida considered Resolution 21-9876 and approved the Development Agreement between the applicant, Wellspring Community Resources, Inc. ("Applicant"), for the development of a new senior affordable housing facility within the City of Opa-Locka ("City"); and

WHEREAS, on April 26, 2021 the City Attorney made clear to City planning staff in an email that the name on the Resolution and Development Agreement should be the same name as listed and approved by Miami-Dade County on the lease agreement. It was specifically documented to all City Planning Staff that the proper name should be Wellspring Community Resources, Inc. (See Attached Composite Exhibit "A"); and

WHEREAS, on June 2, 2022, Jose J. Arrojo, Executive Director of the Miami-Dade County Commission on Ethics wrote the City Attorney requesting public records relating to the Development Agreement between the City of Opa-Locka and Wellspring Community Resources, Inc. (See Composite Exhibit "A"); and

WHEREAS, due to the June 2, 2022 email, the issue was researched and it was discovered from City Planning Staff that although the Resolution contained the name Wellspring Community Resources, Inc., the Development Agreement contained a different name, Wellspring Apartments, LLC.; and

WHEREAS, it was discovered on June 7, 2022 by the City Attorney that the Development Agreement approved by the City Commission referencing "Wellspring Apartments, LLC." was never actually executed; and

WHEREAS, the Miami-Dade County Commission on Ethics has been made aware that this matter would be brought before the City Commission for correction consideration.

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

SECTION 1. Recitals.
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approval of Correction.
The City Commission of the City of Opa-Locka hereby approves the correction of the name on Development Agreement between Wellspring Apartment, LLC and the City of Opa-Locka to the proper name "Wellspring Community Resources, Inc." for the construction and operation of a senior affordable housing facility located at 14703 NW 27th Avenue, identified by folios 08-2122-025-0580 and 08-2122-025-0590 and as specifically described in Exhibit "B".

SECTION 3. Effective Date.
This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances, the City of Opa-Locka Charter and Florida law.

PASSED and **ADOPTED** this 22nd day of June, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

COMPOSITE

EXHIBIT "A"

Joanna Flores

From: bnorris@bnwlegal.com
Sent: Wednesday, June 15, 2022 1:16 PM
To: Joanna Flores
Subject: FW: Opa-locka Development Agreement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This is with Composite Exhibit "A" -- the email below.

From: Arrojo, Jose (COE) [mailto:Jose.Arrojo@miamidade.gov]
Sent: Thursday, June 2, 2022 6:23 PM
To: 'cityattorney@opalockafl.gov' <cityattorney@opalockafl.gov>; 'bnorris@bnwlegal.com' <bnorris@bnwlegal.com>
Subject: Opa-locka Development Agreement

Burnadette,

Good evening. I am working on something in Opa-locka and I am hoping that you can help me.

On June 23, 2021, the Opa-locka City Commission voted to approve a site plan for the old Jackson North Maternity Center site. It also approved a development agreement between Opa-locka and Wellspring Community Resources, Inc.

Wellspring Community Resources, Inc. is a Florida non-profit.

But when I looked at the actual development agreement, it is between Opa-locka and Wellspring Apartments, LLC., a Colorado LLC registered as a foreign jurisdiction LLC in Florida. Who signed the agreement on behalf of Wellspring Apartments, LLC?

Let me know if I should make a public records request or if you recall the transaction. I think that attorney Robert Holland represented the entity.

Thank you,

Jose

Jose J. Arrojo
Executive Director

Miami-Dade Commission on Ethics and Public Trust
Overtown Transit Village North
701 Northwest 1st Court, 8th Floor
Miami, Florida 33136
Jose.Arrojo@miamidade.gov
Tel: (305) 579-2594
Fax: (305) 579-0273
http://ethics.miamidade.gov

Joanna Flores

From: Burnadette Norris-Weeks <bnorris@apnwplaw.com>
Sent: Wednesday, June 15, 2022 1:17 PM
To: Joanna Flores
Cc: Candice Cobb
Subject: FW: Wellspring - RESOLUTION (DA)
Attachments: Wellspring - RESOLUTION (DA).docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This goes with Composite Exhibit A to the Wellspring reso.

From: Burnadette Norris-Weeks
Sent: Wednesday, June 8, 2022 8:20 AM
To: Gregory Gay <ggay2@Opalockafl.gov>; Gerald J. Lee <gjlee@OpaLockafl.gov>
Cc: Joanna Flores <jflores@Opalockafl.gov>; Candice Cobb <ccobb@apnwplaw.com>
Subject: FW: Wellspring - RESOLUTION (DA)

Dear Mr. Gay and Lee,

You have previously been advised that the City Commission approved the final site plan for the construction and operation of a senior affordable housing facility at the old Jackson North Maternity Center site on July 23, 2021. The Commission also adopted a Resolution approving a Development Agreement, however, the agreement mistakenly contained a different name even after I warned you in the 4/26/21 email below. The legal department is uncertain of to how a different name came to be on the development agreement documents and in the agenda packet.

The City Clerk advised yesterday that your office was going to seek signatures for the improper development agreement that was never executed. I immediately called Mr. Lee to advise that signatures should not be sought for this agreement. This issue will need to go back before the City Commission in order to be corrected. The Development Agreement will need to be with Wellspring Community Resources, Inc., a Florida nonprofit corporation. Thank you.

Burnadette Norris-Weeks, Esq.
City of Opa-Locka, City Attorney
T: 954 768 9770 | F: 954 768 9790
Bnorris@apnwplaw.com

From: Burnadette Norris-Weeks
Sent: Monday, April 26, 2021 7:50 PM
To: Gregory Gay <ggay@Opalockafl.gov>
Cc: Kinshannta Hall <khall@Opalockafl.gov>; cdelaine@Opalockafl.gov; Gerald J. Lee <gjlee@OpaLockafl.gov>; Candice Cobb <ccobb@apnwplaw.com>; John E. Pate <jpate@Opalockafl.gov>
Subject: Wellspring - RESOLUTION (DA)

Dear Mr. Gay,

Please find attached the Wellspring Resolution. It is great that you were able to quickly get the information that we discussed.

Specifically, we discussed that the entity in a lease with the owner (Miami-Dade County) should be consistent with the entity that we are looking to enter into a DA with now. According to the various documents that you sent to me following our meeting today, that entity is Wellspring Community Resources, Inc. I revised the resolution that you sent to reflect the name of said corporate entity. As we discussed, the group that you previously had has no actual name associated with it and a corporate search for companies that lead to a final company gives us nothing.

We also discussed that you all should pay careful attention to your office CHECKLIST so that when we review with you, it can be productive. Although I am attaching the DA resolution, it is my understanding that you do not have the actual development agreement for me to review. Thanks.

Burnadette Norris-Weeks, Esq.
City of Opa-Locka, City Attorney
T: 954 768 9770 | F: 954 768 9790
Bnorris@apnwplaw.com

FIRST READING ORDINANCE / PUBLIC HEARING

Sponsored By: Vice Mayor Taylor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 9, 2020, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Ordinance 20-12, adding Future Agenda Items to the Commission Agenda, seeking to give the City Manager the best opportunity to utilize City Staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, Future Agenda Items has required a majority vote to discuss an item at the following commission meeting and provides City Staff with guidance in the preparation of commission items, thereby giving items a better opportunity for passage and more clarity; and

WHEREAS, the City Commission now desires to amend Section 2—45 of Article II, Division 2, of the City of Opa-Locka's Code of Ordinances entitled "Agenda" to remove all reference to Future Agenda Item(s).

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

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 entitled "Agenda" to remove all reference to Future Agenda Item(s) with renumbering and lettering as necessary and shall read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

~~*(19) Future agenda items;*~~

(20) Mayor/commission reports;

(21) Official board appointments;

(22) Adjournment.

~~*(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and*~~

~~*voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.*~~

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk' s office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Other Language Remaining Same. All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ___ day of _____ 2022.

PASSED SECOND READING this ___ day of _____ 2022.

_____
Veronica J. Williams, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*06.22.2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
					x			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X		X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X	X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					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** ☐ **Communcation** ☐					
Sponsor Name	Vice Mayor Taylor		**Department:** City Commission					

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending Article II, Division 2, Section 2-45 entitled "Agenda" to remove the section to include "Future Agenda Items" on the Regular City Commission Agenda.

Staff Summary:

The intent of Future Agenda Items legislation was to allow staff adequate time to research and prepare agenda items. When a Future Agenda Item was presented at a Commission meeting, the deadline for submission of the item for the next Commission meeting had already passed, except when there were three weeks between Commission meetings. This allowed the City Manager staff slightly over a week to research the item before submission.

The City Commission would like to amend the legislation to remove the Future Agenda Items process. Upon termination of the Future Agenda Item process, any item a member of the Commission wants presented at a future meeting must be presented to the City Manager's Office by 12:00 p.m. Monday, 2 ½ weeks before the the meeting where it is to be presented to meet the submission schedule.

Financial Impact- The City will incur no expense related to the proposed action.

Proposed Action:

Upon adoption of legislation staff will act accordingly to have this section of legislation nullified.

Attachment:

Ordinance No. 2020-12

1st Reading/Public Hearing:	July 8, 2020
2nd Reading/Public Hearing:	September 9, 2020
Adopted:	September 9, 2020
Effective Date:	September 9, 2020
Sponsored By:	Commissioner Bass, Mayor Pigatt, Vice Mayor Davis

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 ENTITLED "AGENDA" TO ALLOW FOR A PORTION OF EACH REGULAR CITY COMMISSION AGENDA TO INCLUDE "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER, INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to give the City Manager the best opportunity to utilize city staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances to add "Future Agenda Item" to the Commission Agenda; and

WHEREAS, several cities have a portion of the regular City Commission agenda set aside for a discussion of "Future Agenda Items", which allows staff time to better prepare commission items following thoughtful discussion by the City Commission; and

WHEREAS, Future Agenda Items require a majority vote to discuss an item at the following commission meeting and provides city staff with more guidance in the preparation of commission items, thereby giving items a better opportunity for passage; and

WHEREAS, the City Commission finds that allowing a portion of each regular commission agenda to include "Future Agenda Items" is in the best interest of the City of Opa-Locka.

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

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

Section 2. Amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's City's Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. - Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future Agenda Items

(20) Mayor/commission reports;

((21~~0~~) Official board appointments;

(22~~1~~) Adjournment.

(d) Future Agenda Item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and

vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(~~d~~e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(~~e~~f) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk' s office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of City of Opa-Locka's Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 9th day of September, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrea Cliff, Esq. For
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Davis

VOTE:	5-0
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

SECOND READING ORDINANCES / PUBLIC HEARINGS

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By: Mayor Williams

Sponsored by: Mayor Williams

ORDINANCE NO. 22-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF BOATS AND WATERCRAFT VESSELS; AMENDING ARTICLE V, SECTION 22-114, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING FOR CERTAIN DEFINITIONS; REQUIRING OWNERSHIP OR LEASE OF PARKED BOATS ON RESIDENTIAL PROPERTY; PROHIBITING ENCROACHMENT OF BOATS UPON ANY PORTION OF THE FRONT YARD; PERMITTING ONLY MINOR AND NOISELESS REPAIRS OF BOATS; PROHIBITING BOAT TRAILERS USED FOR LIVING OR SLEEPING QUARTERS; PROVIDING FOR A REGISTRATION PROCESS FOR BOATS AND PERSONAL WATERCRAFT; AMENDING CHAPTER 7, ARTICLE I, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD NEW NUMBER 105 ESTABLISHING A $100 FEE FOR BOAT AND WATERCRAFT VESSELS PERMIT REGISTRATON; AMENDING SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, Ordinance 15-31, address the general storage of a boat on a boat trailer, of a certain length and width, on single-family residential zoned property, subject to the conditions listed in Section 22-114; and

WHEREAS, the City Commission desires to provide additional standards for the storage of boats and other watercraft vessels on single-family residential zoned properties and provide definitions and a process for watercraft registration of vessels; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-114 of the City of Opa-Locka's Land Development Regulations, pertaining to Boats and Watercraft Storage.

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

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

Section 2. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-114, as set forth below, shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-114. ~~Boat Storage~~ Boat and Watercraft Storage and Registration for zoned Single-Family Residential

1. Definitions

(1) The term "boat" means a "vessel" as defined by F.S. § 327.02(47), as amended, including a boat trailer thereof, excluding a vessel less than 12 feet in length and less than two feet in height.

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

(3)Single-Family Residential district. Any zoning use district bearing the prefix R-1.

(4)Trailer. A vehicular structure mounted on wheels designed to be pulled by another vehicle.

(5)Utility trailer. A trailer designed to transport materials, goods or equipment. This includes boat trailers.

(6) Personal Water Craft. Any motorized water craft for use by one or more persons such as a jet ski.

(7) Watercraft. Any motorized watercraft for use by one or more persons such as a jet ski.

(8) *Yacht. Any vessel which is propelled by sail or machinery in the water which exceeds 32 feet in length, and which weighs less than 300 gross tons. Yachts shall not be permitted in single family residential zoning districts.*

2. Boats and Watercraft Storage

Boats and boat trailers when stored, parked or kept must be less than twenty-five (25.0) feet in length and eight (8.0) feet in width and may be stored or ~~temporarily~~ parked in the R-1 zoning district only, subject to the following conditions:

1. Only one (1) boat on boat trailer may be parked, stored or kept, is permitted on a single family residential parcel, providing the owner of the residential property, his spouse, or a member of his household, actually has legal title to same or a valid lease on same.

2. The place of storage shall be to the rear of the front building line and does not encroach upon any portion of the front yard commencing at the front building line. ~~if adequate side or rear setbacks are available.~~ Where the boat storage area is located between the residence and a side street property line, the boat shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet.

3. Boats and place of storage or temporary parking shall be kept in a clean, neat and presentable condition.

4. At no time shall any ~~No~~ ~~major~~ repairs be made to said boat and /or boat trailer except for so-called minor and noiseless repairs and no ~~or~~ overhaul work shall be made or performed on the premises.

5. The boat~~s~~ and/or boat trailer shall not be used at any time for living or sleeping quarters while so parked, stored or kept. ~~and shall be placed on and secured to a transporting trailer.~~

6. For the purposes of loading and unloading equipment and supplies shall be permitted, but under no circumstances shall a boat be parked in the public right-of-way, including the swale area of a right-of-way.

7. For purposes of this section, the height of a boat shall be measured from the ground to the highest point of the boat including all extruding equipment.

8. For purposes of the section the following shall be exempt from the term "boat":
(a) Non-motor-powered vessels;
(b) Non-motor-powered vessels used exclusively on private lakes and ponds;
(c) Vessels owned by the United States Government; and
(d) Vessels used exclusively as a ship's lifeboat,

9. Upon the application of a resident, any requirement in this subsection may be waived by a majority vote of the City Commission. The application shall include a survey or site plan showing the dimensions of the property and proposed location of the boat, the type and location of the visual buffering from the front and rear of the property as well as the neighboring property, and evidence of title and registration or in the event the boat has not been acquired a description of the boat to be stored, including dimensions.

10. The City Commission may grant such a waiver upon a showing by the applicant that the waiver maintains the basic intent and purpose of the zoning and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community. In the event that a waiver is granted, such waiver shall not run with the land and shall not be transferrable to any other boat.

3. **Registration of boats and personal watercraft**

(a) *Application*. This section shall apply to all property owners or occupants who owned a boat or personal watercraft or lease to same, as of the passage of this Ordinance and henceforth. Application shall meet the conditions of this section.

(b) *Boat Registration Period.* A boat or personal watercraft shall be registered no later than January 1, 2023 (the "Boat Registration Period").

(c) *Conditions for approval of boat registration/application process.*

(1) An applicant's storage of a boat or personal watercraft shall meet all of the following conditions in order to be approved for a boat registration:

a. One boat or personal watercraft per property; repair, except as provided herein, on the boat is not permitted;

b. Living or sleeping on the boat is prohibited;

c. Boat Maximum of 25 feet in length; Watercraft Maximum of 12 feet in length;

d. Boat Maximum of 96 inches in width; Watercraft Maximum 48.4" in width;

e.Boat Maximum 13 feet 6 inches in height; Watercraft Maximum 48.4" of height;

f. Covered and completely screened from public view;

g. Stored or parked rear of the front building line and behind the side street setback, and setback a minimum of two feet from the interior side property line and five feet from the rear property line;

h. The specific location shall be in compliance with the fire and life safety and building code provisions;

i. Maintain boat storage area in a clean presentable manner; and

j. Located in the R-1, R-2 zoning districts.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place until December 31, 2022.

(3) The Boat Registration Period shall begin immediately following the passage of this Ordinance and shall continue until January 1, 2023. Any person owning a boat or personal watercraft or occupying real property within the City as of the passage of this Ordinance, may apply to the Building and Licensing Department for a boat registration approval on a form provided by the City. The applicant shall submit an affidavit, in a form approved by the Building and Licensing Department, attesting to

the permanent storage of the boat on the subject property on or before January 1, 2023. In the event that the boat or personal watercraft owner and real property occupant is not also the real property owner, the owner shall be required to join in the application. The applicant shall provide proof of ownership and occupancy of the real property and of the boat or watercraft (or a predecessor boat or watercraft) on, or prior to, January 1, 2023. Upon a determination by the Building and Licensing Department that the ownership requirements, the criteria determined by the Building and Licensing Department and all other applicable provisions of the City Code are met, the Building and Licensing Department shall issue and log the registration for the specific boat or personal watercraft.

(3) Any prior registration or variance denial shall not prohibit the owner of a boat or personal watercraft from applying.

(4) Once the property is sold the boat registration shall be deemed expired and no further boats or personal watercraft may be kept on the property unless the boat or personal watercraft complies with the City Code.

(5) Once registered, all conditions and requirements of the City Code apply, including all provisions of this Section.

(6) The applicant shall comply with Chapter 13, the City's Land Development Code. If a code compliance warning for violation for failure to meet these requirements, including those of this section is issued, the failure of the applicant to comply with the warning within the timeframe set forth in the warning notice shall render any registration issued under this section null and void.

(7) A registered boat or personal watercraft may be replaced with a boat or personal watercraft of equal or smaller length provided that the new boat or personal watercraft is registered with the City within 180 days of the date of purchase of the replacement boat or personal watercraft.

(d) *Fee.* There shall be an annual administrative registration fee of $100.00 to cover research, site inspection, and registration, which shall be payable at the time of application for a boat or personal watercraft registration or replacement boat or watercraft registration.

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

defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances is hereby amended to add new number 105 to establish a fee of $100.00 and shall read:

105. Boat and Watercraft Vessels Registration $100.00

Section 4. Section 2-570.33 of the City of Opa-Locka's Code of Ordinances is hereby amended to establish a civil penalty for noncompliance for failure to register boats and watercraft as set forth below:

Code Section	Description of Violation	Civil Penalty
3-1	Erecting, constructing, posting, etc., of a sign without a permit	$200.00
3-2	Failure to obtain required sign inspection approval	200.00
5-1	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
5-18	Keeping vicious and howling dogs	500.00
7-3	Permit prerequisite to doing work:	

Code Section	Description of Violation	Civil Penalty
	Failure of homeowner to get permit	200.00
	Failure of contractor to get permit	500.00
7-9	Duty to clean site:	
	Failure to remove debris, equipment, materials or sheds	200.00
9	Excavations and fillings:	
	Illegal excavation	500.00
10-5	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
11-5	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
11-7	Offensive or dangerous accumulations:	

Code Section	Description of Violation	Civil Penalty
	Creating or maintaining fire hazard	200.00
11-10	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00
11-14	Curbside placement; emergency; improvement of collection procedure; conditions:	
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
13-2	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00

Code Section	Description of Violation	Civil Penalty
14	Nuisances	
14-1	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	
	Trash, debris, refuse, or garbage on premises	100.00
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
15	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
15-137	Adherence to red light traffic control signals:	
	First offense	125.00

Code Section	Description of Violation	Civil Penalty
	Second offense	250.00
	Each additional offense	500.00
20	Trailers	
20-2	Parking prohibited except in trailer park:	
	Illegal placement, storage, or use of mobile home or trailer outside of an approved mobile home and **non-registration of boats and watercraft.**	500.00

##

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 8. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this _____ day of _____, 2022.

PASSED SECOND READING this _____ day of _____, 2022.

_____
Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes)_____	(No) _____
Mayor Williams	(Yes)_____	(No) _____

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Plantation | 954-472-6039

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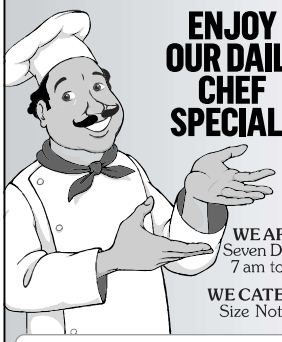

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CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, June 22, 2022 at 7:00 p.m.,** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCS/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF BOATS AND WATERCRAFT VESSELS; AMENDING ARTICLE V, SECTION 22-114, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING FOR CERTAIN DEFINITIONS; REQUIRING OWNERSHIP OR LEASE OF PARKED BOATS ON RESIDENTIAL PROPERTY; PROHIBITING ENCROACHMENT OF BOATS UPON ANY PORTION OF THE FRONT YARD; PERMITTING ONLY MINOR AND NOISELESS REPAIRS OF BOATS; PROHIBITING BOAT TRAILERS USED FOR LIVING OR SLEEPING QUARTERS; PROVIDING FOR A REGISTRATION PROCESS FOR BOATS AND PERSONAL WATERCRAFT; AMENDING CHAPTER 7, ARTICLE I, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD NEW NUMBER 105 ESTABLISHING A $100 FEE FOR BOAT AND WATERCRAFT VESSELS PERMIT REGISTRATON; AMENDING SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 25, 2022).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE REQUEST OF 3805 NW 132 STREET, LLC. TO REZONE THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 25, 2022).

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, June 22, 2022.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than 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
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature**			
Commission Meeting Date:	May 25, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		X
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA 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** ■ **Communcation** ☐				
Sponsor Name	Mayor Williams		**Department:** City Commission		Mayor Williams		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING LAND DEVELOPMENT REGULATIONS ARTICLE V PER ORDINANCE 15-31, SECTION 22-114 TO ADDRESS STORAGE OF BOATS AND WATERCRAFT / VESSELS AND PROVIDING FOR A PERMIT/REGISTRATION PROCESS IN THE CITY OF OPA-LOCKA PROVIDING FOR DEFINITIONS, PERMIT REVIEW PROCESS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The current Land Development Regulations, Ordinance 15-31, Section 22-114 Boat Storage, address the general storage of a boat on a boat trailer of a certain length and width on single-family residential zoned property subject to the conditions listed in Section 22-114. The City Commission desires to provide additional standards for the Storage of boats and other watercraft vessels on single-family residential zoned property and to provide definitions and a process for the registration watercraft vessels that comply with the conditions in this ordinance. The Planning and Community Development Department has reviewed the amendment to address boat and watercraft storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-114, "Boat and Watercraft Storage".

Financial Impact

Account	Description	Available	Project	Remaining Balance

Proposed Action:

Planning & Zoning Department Staff has reviewed this Amendment and recommend approval.

Attachment:

DRAFT Ordinance
Ordinance 15-31, Article V, Section 22-114 Boat Storage

1st Reading: September 29, 2015
2nd Reading: October 28, 2015
Public Hearing: October 28, 2015
Adopted: October 28, 2015
Effective Date: October 28, 2015
Sponsored by: City Manager

ORDINANCE NO. 15-31

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO REPEAL THE CURRENT LAND DEVELOPMENT REGULATION, THE ZONING GUIDE, ORDINANCE 86-8 IN ITS ENTIRETY, REPLACING IT WITH THE ADOPTION OF THE CITY'S PROPOSED LAND DEVELOPMENT REGULATION (LDR)/ZONING CODE AND THE PROPOSED ZONING MAP; PROVIDING FOR THE REPEAL OF ALL OTHER CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka Planning Council recommended approval of the City's proposed 2015 Land Development Regulation (LDR)/Zoning Code Ordinance and the proposed Zoning Map after conduct public hearings; and

WHEREAS, the revised LDR and Zoning Ordinance and Zoning Map has been the subject to Town Meetings and workshops; and

WHEREAS, the City Commission, after public hearing, desires to approve the revised Zoning Code and repeal any inconsistent provisions of the City Code.

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

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

Section 2. Attached as Exhibit "A" and incorporated by reference herein in its entirety is the City of Opa-locka revised Land Development Regulations/Zoning Code and Zoning Map, which the City Commission approves, adopts and directs to be codified into the City Code and replace all inconsistent provisions of the Code.

Section 3 All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. CODIFICATION. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. EFFECTIVE DATE. This Ordinance shall upon adoption, become effective immediately.

PASSED AND ADOPTED this 28th day of October, 2015.

Myra L. Taylor
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown
The Brown Law Group
City Attorney

Moved by: Commissioner Kelley
Seconded by: Commissioner Santiago
Commissioner Vote: 4-0
Commissioner Kelley: YES
Commissioner Pinder: OUT OF ROOM
Commissioner Santiago: YES
Vice Mayor Holmes: YES
Mayor Taylor: YES

October means bazaars, craft fairs and pumpkins

It's almost time for fall's community bazaars, craft fairs and pumpkin patches.

Neighbors will publish its annual guide to events and gatherings in Miami-Dade on Oct. 18.

To be included, send information with event dates, times, addresses and any admission costs by Wednesday to Christina Mayo at christinamayo@gmail.com. Be sure to list details about the fun activities, interesting items and yummy homemade food for sale.

HELP FOR TRAILER PARK RESIDENTS

El Portal will be hosting a workshop for residents of the Little Farm trailer park at 3 p.m. at Village Hall, 500 NE 87 St., on Monday.

The purpose of the workshop is to bring relocation resources and contacts to the residents of the trailer park. For more information, call 305-795-7880.

JURYING PROCESS FOR GROVE ARTS FESTIVAL

The Coconut Grove Arts festival will hold its jurying process to select artists for the 2016 festival on Oct. 14 and Oct. 15 at the Festival Offices at 3390 Mary St. Suite 128.

Jurying for two-dimensional art will begin at 9:30 a.m. Oct. 14, and jurying for three-dimensional art will begin at 9:30 a.m., Oct. 15. Applications for "New & Emerging Artist" will be reviewed over both days. For more information, visit cgaf.com.

MIAMI: FAMILY HALLOWEEN BASH

Miami Children's Museum will host the "Not So Scary Family Halloween Bash" from 1 to 5 p.m. Oct. 18 at 980 MacArthur Cswy. on Watson Island. Tickets are $40 for nonmembers or $30 for members, and family packages are also available.

The Halloween bash will include pumpkins, a haunted house, a mad scientist lab, face painting and trick-or-treating. All proceeds will benefit Miami Children's Museum's educational programs.

For information about the event, call 305-373-5437 or visit miamichildrens museum.org.

HIALEAH: ¡ÓPERA VIVA, VIVA ÓPERA!

The Florida Grand Opera and the City of Hialeah will host "¡Ópera Viva, Viva Ópera!" — part of the Opera in Hialeah series — at 7 p.m. Oct. 23 at the Milander Center for Arts and Entertainment, 4800 Palm Ave.

The concert will include scenes from the Florida Grand Opera's upcoming productions performed by members of the Florida Grand Opera's Young Artist Program. Coral Gables: 'American Women Rebuilding France'

The traveling exhibit "American Women Rebuilding France 1917-1924" will run through Nov. 28. The museum is located at 285 Aragon Ave.

The exhibit will feature photographs that showcase the work of Anne Morgan's American Committee for Devastated France, which was a group of women who worked toward providing international relief to counter the devastation of World War I in France.

For information, visit coralgables museum.org.

SOUTH DADE: CONCERT BY U.S. ARMY BAND

The South Miami-Dade Cultural Arts Center will host a free concert by the internationally acclaimed Concert Band & Soldiers' Chorus of the U.S. Army Field Band on Oct. 29.

The Concert Band & Soldiers' Chorus have performed in all 50 states and 30 foreign countries and frequently represent the Army at various formal events.

Though the event is free, tickets are required and are available at smdac.org. For more information, call 786-573-5300.

YOGA SCHOOL OFFERS FREE SESSIONS

AUM hOMe Shala, a yoga school in Coconut Grove, will hold free training for yoga teachers, yoga therapists and anyone interested in working with those diagnosed with Parkinson's disease and other neuromotor degenerative diseases.

The series is being funded by the National Parkinson Foundation in hopes of providing education for yoga therapists while empowering and improving the quality of life for those with Parkinson's disease.

For more information, visit aumhomeshala.org.

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, October 14, 2015 at 7:00 p.m. in the Auditorium at Sherbondy Village, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

SECOND READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO REPEAL THE CURRENT LAND DEVELOPMENT REGULATION, THE ZONING GUIDE, ORDINANCE NO. 86-8 IN ITS ENTIRETY, REPLACING IT WITH THE ADOPTION OF THE CITY'S PROPOSED LAND DEVELOPMENT REGULATION (LDR) /ZONING CODE AND THE PROPOSED ZONING MAP; PROVIDING FOR THE REPEAL OF ALL OTHER CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading held on September 28, 2015).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO CONSIDER THE REQUEST OF SUNSHINE RECYCLING SERVICES, FOR SITE PLAN APPROVAL OF A TRUCKING OPERATION, WHICH INCLUDES OFFICE, VEHICLE MAINTENANCE, VEHICLE PARKING AND EQUIPMENT STORAGE AS SHOWN IN THE SITE PLAN, AT 12980 NW 30TH AVENUE, OPA-LOCKA, FL 33054, ALSO IDENTIFIED BY FOLIO NO. 08-2128-002-0100; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO CONSIDER THE REQUEST OF TOWERCOM LLC, FOR SITE PLAN APPROVAL TO CONSTRUCT A 100 FEET STEALTH CELLULAR TOWER INSTALLATION DISGUISED AS A FLAGPOLE AS SHOWN IN THE SITE PLAN, AT 490 ALI BABA AVENUE, OPA-LOCKA, FLORIDA 33054, ALSO IDENTIFIED BY FOLIO NO. 08-2121-005-0440, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO CONSIDER THE REQUEST OF TOWERCOM LLC, FOR APPROVAL OF A DEVELOPMENT AGREEMENT TO CONSTRUCT A 100 FEET STEALTH CELLULAR TOWER INSTALLATION DISGUISED AS A FLAGPOLE AS SHOWN IN THE SITE PLAN, AT 490 ALI BABA AVENUE, OPA-LOCKA, FLORIDA 33054, ALSO IDENTIFIED BY FOLIO NO. 08-2121-005-0440; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORDIA TO CONSIDER THE REQUEST OF JOSEPH AND CINDY BARTON, FOR SITE PLAN APPROVAL OF AN EXISTING STRUCTURE'S PARKING LOT, AND LANDSCAPE AT 14495 NW 22 AVE, OPA-LOCKA, FL 33054, ALSO IDENTIFIED BY FOLIO NO. 08-2122-005-1120; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend these meetings and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (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

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2015 SEP 16 PM 4:41

City of Opa-Locka
Agenda Cover Memo

Commission Meeting Date:	September 23, 2015		**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**	**No**
						X	X	
Funding Source: **N/A**	*(Enter Fund & Dept)* N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid #:**		*N/A*			
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		Land Development Regulation / Zoning Code			
Sponsor Name	City Manager		**Department:**		Community Development			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO REPEAL THE CURRENT LAND DEVELOPMENT REGULATION, THE ZONING CODE, ORDINANCE 86-8 IN ITS ENTIRETY, REPLACING IT WITH THE ADOPTION OF THE CITY'S PROPOSED LAND DEVELOPMENT REGULATION (LDR) / ZONING CODE ORDINANCE AND THE PROPOSED ZONING MAP; PROVIDING FOR THE REPEAL OF ALL OTHER CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE;

Staff Summary:

The City of Opa-locka is undergoing major changes city wide. Part of the effort in supporting those changes, the City was awarded a Community Challenge Grant by the US Department of Housing and Urban Development (USHUD) in order to amend and update the City's Current Comprehensive Development Master Plan, to Create and adopt a new Comprehensive Development Master Plan and in the process of updating the City's Land development Regulation/Zoning Code.

This updated new Zoning Code proposed to create and is not limited to the following:

- Amending the existing Mixed-use overlay district, analyze current zoning and existing land use inconsistencies and provide for consistency.
- Review the current Zoning Map for deficiencies, Rezone Properties as appropriate, identify the City's strengths, weakness, opportunity and threats city wide and provide for strategic zoning regulations and Legislations implementation procedures.
- Provide for adequacy and variety means in Uses Percentage composition of sustainable development and services City wide
- Provide for Legislations and Development standards that promote safety, great aesthetic, greenery, innovation, Sustainabilit and Accommodate Development study Massing.
- Evaluate and provide for adequate density and intensity as appropriate City wide.
- Promote and create Spatial diversity and development composition interdependency
- Make adequate provisions for Proposed Special Districts
- Existing Districts: 1. R-1 (Single Family Residential) 2. R-2 (Two Family Duplex) 3. R-3 (Moderate Density Multi-family) 4. R-4 (Medium density Multi-family) 5. R-TH (Residential Town House) 6. B-O (Business Office District) 7. B-1 (Commercial Neighborhood) 8. B-2 (Commercial Liberal) 9. B-3 (Commercial Intensive) 10. I-1 (Limited Industrial) 11. I-2 (Liberal Industrial) 12. I-2A (Liberal Industrial) 13. I-3 (Industrial Planned Development).
- Proposed Additional Districts: Downtown District, Magnolia North District, Special District, Industrial Districts, etc.
- Map series: 1. Future Land Use Map (FLU) 2. Zoning Map 3. Existing Land Use Map 4. Neighborhood Map 5. Districts Map. Etc...

Local Community residents, Business Owners, Visitors, and Community Stake Holders participated in and provided their input in this process of identifying the above mentioned and many other proposed criteria at the community meetings that took place since this Zoning Code & Rezoning Initiative started.

Proposed Action:

- The Planning Council has recommended approval for the Opa-locka 2015 Land Development Regulations/ Zoning Code and Zoning Map initiative.

Attachments:

Opa-locka 2015 Land Development Regulations/ Zoning Code
Zoning Map
Planning Council Meeting July 23, 2015 meeting minutes

Memorandum

TO: **Myra L. Taylor, Mayor**
Timothy Holmes, Vice Mayor
Terrence K. Pinder, Commissioner
Joseph L. Kelley, Commissioner
Luis B. Santiago, Commissioner

FROM: **Roy Stephen Shiver Jr., City Manager**

DATE: **September 23, 2015**

RE: **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO REPEAL THE CURRENT LAND DEVELOPMENT REGULATION, THE ZONING CODE, ORDINANCE 86-8 IN ITS ENTIRETY, REPLACING IT WITH THE ADOPTION OF THE CITY'S PROPOSED 2015 LAND DEVELOPMENT REGULATION (LDR) / ZONING CODE ORDINANCE AND THE PROPOSED ZONING MAP; PROVIDING FOR THE REPEAL OF ALL OTHER CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE;**

Request:

An ordinance of the City Commission of the City of Opa-locka, Florida, to repeal the current Land Development Regulation, the Zoning Code, Ordinance 86-8 in its entirety, replacing it with the adoption of the city's proposed 2015 Land Development Regulation (LDR) / Zoning Code Ordinance and the proposed Zoning Map; providing for the repeal of all other code provisions and ordinances inconsistent with this ordinance; providing for severability; providing for inclusion in the code; providing for an effective date;

Description:

The City of Opa-locka is undergoing major changes city wide. Part of the effort in supporting those changes, the City was awarded a Community Challenge Grant by the US Department of Housing and Urban Development (USHUD) in order to amend and update the City's Current Comprehensive Development Master Plan, to Create and adopt a new Comprehensive Development Master Plan and in the process of updating the City's Land development Regulation/Zoning Code.

This updated new Zoning Code proposed to create and is not limited to the following:

- Amending the existing Mixed-use overlay district, analyze current zoning and existing land use inconsistencies and provide for consistency.
- Review the current Zoning Map for deficiencies, Rezone Properties as appropriate, identify the City's strengths, weakness, opportunity and threats city wide and provide for strategic zoning regulations and Legislations implementation procedures.
- Provide for adequacy and variety means in Uses Percentage composition of sustainable development and services City wide
- Provide for Legislations and Development standards that promote safety, great aesthetic, greenery, innovation, Sustainability and Accommodate Development study Massing.
- Evaluate and provide for adequate density and intensity as appropriate City wide.
- Promote and create Spatial diversity and development composition interdependency
- Make adequate provisions for Proposed Special Districts
- Existing Districts: 1. R-1 (Single Family Residential) 2. R-2 (Two Family Duplex) 3. R-3 (Moderate Density Multi-family) 4. R-4 (Medium density Multi-family) 5. R-TH (Residential Town House) 6. B-O (Business Office District) 7. B-1 (Commercial Neighborhood) 8. B-2 (Commercial Liberal) 9. B-3 (Commercial Intensive) 10. I-1 (Limited Industrial) 11. I-2 (Liberal Industrial) 12. I-2A (Liberal Industrial) 13. I-3 (Industrial Planned Development).
- Proposed Additional Districts: Downtown District, Magnolia North District, Special District, Industrial Districts, etc.
- Map series: 1. Future Land Use Map (FLU) 2. Zoning Map 3. Existing Land Use Map 4. Neighborhood Map 5. Districts Map. Etc…

Local Community residents, Business Owners, Visitors, and Community Stake Holders took part in participating and provided their input in this process of identifying the above mentioned and many other proposed criteria at the community meetings that took place since this Zoning Code & Rezoning Initiative started.

Financial Impact:
There are no immediate financial impacts associated with approval of this site plan.

Implementation Time Line:
Immediately

Legislative History:
The Repeal of Ordinance 86-8

Planning Council Recommendation:
Planning Council recommendation for approval passed by a 4-0 vote.

Staff Recommendation:
Staff has recommended approval

Attachment(s)
Opa-locka 2015 Land Development Regulations/ Zoning Code
Zoning Map
Planning Council meeting July 23, 2015 meeting minutes

Prepared By: The Corradino Group
Gregory Gay, Director
Planning and Community Development Department
Josue Leger, City Planner
Gerald Lee, Zoning Official

MINUTES

PLANNING COUNCIL MEETING
THURSDAY, JULY 23, 2015

I ROLL CALL:

The Planning Council of the City of Opa-locka, Miami-Dade County, met in regular session on Thursday, July 23, 2015 at 7:08 p.m. at Sherbondy Village,
215 Perviz Avenue. The following members of the Planning Council were present: Board Member Germane Barnes, Board Member Elio Guerrero, Chairman Calvin Russell & Board Member Rose Tydus.

Also in Attendance were Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Josue Leger, Secretary, Kinshannta Hall, and Deputy Attorney Michael Pizzi.

II INVOCATION AND PLEDGE: Board Member Rose Tydus led the Prayer and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from July 23, 2015 Meeting

Board Member Elio Guerrero asked if a motion could be made to have the minutes approved from May 5, 2015 meeting. Board Member Germane Barnes made a motion to approve the minutes from May 5, 2015 meeting and Board Member Rose Tydus second.

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

Germane Barnes	-	Yes
Elio Guerrero	-	Yes
Rose Tydus	-	Yes
Calvin Russell	-	Yes

IV. PUBLIC HEARINGS:

1. SUNSHINE RECYCLING SERVICE
   12980 NW 30TH AVENUE, OPA-LOCKA, FLORIDA 33054

   REQUEST: SITE PLAN APPROVAL FOR AN EXISTING STRUCTURE AND TRUCKING OPERATIONS WHICH INCLUDES OFFICE, VEHICLE MAINTENANCE, VEHICLE PARKING AND EQUIPMENT STORAGE.

Chairman: Can we have the applicant to come forward to present their application of their plan.

Mr. Rubio: Hello My name is Rick Rubio and the name of our company is Sunshine Recycling Service is the name of our company. Mr. Attorney you said it is "Sun Recycling Service".

Attorney: I'm sorry it's "Sunshine Recycling Service".

Mr. Rubio: The plans for the property to be able to move in and add trucks operations and the offices. As you may notice, does the power point work?

Mr. Gay: Unfortunately the power point is not available.

Mr. Rubio: If I can, rendering is a part of the presentation. The green building that is there. There is fencing around it. Our proposal is to put greenery behind the fencing and shade it so you can see it from the street. As you can see on your right is the side where there is the entrance to go in and out of the property. Are there any other questions on the property?

Chairman: You haven't told me anything about the property yet.

Mr. Gay: Describe the operation that you will have on the property.

Mr. Rubio: Sunshine Recycling Service is a trash and recycling hauling company. We do not process material. Take it to the appropriate proposal site. We also use the property to maintain the trucks. The offices are in the front of the property.

Member Tydus: Is there a limitation of the number of trucks?

Mr. Rubio: We had parking for 17 trucks and six feet in between each truck.

Chairman: What do you mean when you say "Maintenance"?

Mr. Rubio: Preventive Maintenance which includes Tires, Brakes, things of that nature. We don't do transmissions or anything like that. We don't do engine rebuilds. Our corporate office is in Ft. Meyers.

Chairman: So it's like a garage for repair?

Mr. Rubio: It's only for our trucks.

Ms.Tydus: So this is the only building that's going to be there?

Mr. Rubio: Yes, The only building and structure that's going to be there. The lot size is 40,096 SF approximately 3,100 SF Bldg.

Member Tydus: So this building is the office building?

Mr. Rubio: Yes, we utilize the office for our employees inside.

Member Tydus: When you say maintenance is that under a covered area?

The back of the building has a 20 foot shop door so you're able to pull your trucks inside the garage. In a big closed garage. In front of the garage are the offices along with the offices upstairs.

Chairman: Before you go further give us your name.

Mr. Upthegrove: I'm sorry my name is Robert Upthegrove I'm the owner. It use to be a construction business. The property has been vacant for years.

Member Tydus: My reason for asking, I went by there and I didn't see this area you are talking about.

Mr. Upthegrove: If you recall driving the property looking over the east side of the property with the trees in the back. It's kind of hard to see any trucks drive in that area.

Chairman: If there are not anymore questions, "Thank You" sir.

Mr. Gay: I know that we are having technical issues, but staff will still be presenting so you can have a better understanding.

Mr. Leger: The site is an existing site and the structure is existing. The request is primarily for the use. The request is a site plan approval request for Sunshine Recycling Services to occupy the existing structure and the property for the following: Sunshine Recycling Services company trucking operation which will include offices, vehicle parking/equipment maintenance and storage. The location is 12980 NW 30th Avenue Opa-locka, FL 33054 Folio: 08-2128-002-0100 Size is 40,096 SF(0.92 AC). The existing structure is approximately 3,100 SF Bldg. The zoning is I-2 (Liberal Industrial). Site Elements: The existing bldg. (Blue) proposed employee/visitors parking (Yellow) proposed truck parking (Orange) proposed equipment, empty garbage cans/containers storage (Purple) Ingress & Egress (Red Arrows).

Mr. Leger: The arrows represent vehicular circulation within the property. Staff recommends approval for this site plan approval request for Sunshine Recycling Services to occupy the existing structure and the property for the following: Sunshine Recycling Services Company trucking operation which will include offices, vehicle parking/equipment maintenance and storage along with the following conditions and are not limited to. Conditions within the Staff Report provide employment opportunities to the City of Opa-locka residents any condition within the restrictive covenant section of the site plan any additional recommendations from the Planning Council Board Members and any additional recommendations from the City Commission. Any additional questions?

Chairman: The maintenance part of the garage part is it zoned properly?

Mr. Leger: Yes, they can obtain occupational licenses COU, for the maintenance aspect of the business.

Chairman: Public Hearing Open, For or against. Okay Public Hearing is closed. If we don't have any further questions we can move it up or down.

Member Guerrero: I would like to motion to approve the site plan approval for Sunshine Recycling item number one.

Member Barnes: I second.

Upon Roll Call, Motion passed 4-0

Germane Barnes	-	Yes
Elio Guerrero	-	Yes
Calvin Russell	-	Yes
Rose Tydus	-	Yes

2.) **APPLICANT NAME:**

CITY OF OPA-LOCKA COMMUNITY DEVELOPMENT 135TH STREET BLDG B., OPA-LOCKA, FL 33054.

REQUEST:

FOR THE PLANNING COUNCIL, TO RECOMMEND TO THE CITY COMMISSION TO CONSIDER APPROVAL OF THE REPEAL OF THE CURRENT LAND DEVELOPMENT REGULATION/ZONING CODE ORDINANCE 86-8 IN ITS ENTITY REPLACING IT WITH THE ADOPTION OF THE CITY'S PROPOSED LAND DEVELOPMENT REGULATION ZONING CODE ORDINANCE.

Chairman: With this item is there new information?

Mr. Gay: This is a second document that has been funded by US HUD apart of the Community Challenge Grant from 2011. As late as last night, The Comprehensive Master Planned was approved on second reading and adopted by the City Commission. This is the working document. This is the LDR known as the Land Development Regulation, this is what the public deals with on a daily basis. We have Mr. Bell who is with the Corradino Group and David Bell Associates who have been involved with this process for about four years. Mr. Bell presentation will be oral, he did provide a handout. You all have been provided with a copy of the LDR as well. The great thing about this document, it is a living breathing document and its always subject to modified. If you have any questions, please ask.

Mr. Bell: It's a pleasure to be before you tonight. The first part is the comprehensive plan sets the broad policies for the city & sets the broad standards for development. We also did a concept plan for the downtown area. The process we went by going through your existing land development regulation which was old and outdated. It had a lot of gaps in between. We wanted this document to be user friendly. We wanted you all to be able to find what you needed to find in the document. We wanted it to be modern. So it's really being up to date. I'm going to go through the document which consists of 300 pages or more. I'm just going to go through the document and talk about the major parts of it. I will be happy to ask any questions. Chapter 1 the general provisions it establishes the ground work for the regulations. We address non-conforming uses, different ownerships, invested rights, etc. It's pretty standard. Chapter two is your administrative provision it deals with the authority the various decision making. The third chapter deals with the various things that you look at. Chapter four is the district and development standards. This is a very important chapter that everyone is interested in. Chapter five is the supplemental regulation exterior lighting, flea markets, home based businesses.

Chapter six deals with parking and voting requirements. Chapter seven deals with landscaping requirements. Chapter eight deals with the green standards. Chapter nine deals with currency making sure water and sewer in place. Chapter ten is the sign code. Chapter eleven will be the definitions and various relations throughout the code. I will be glad to ask any questions if you have any.

Chairman: Anyone have any questions?

Member Barnes: Under what category would the shipping containers would be in?

Mr. Bell: Sheds are an accessory use we would have to go the use table. As far as housing that would be in residential district.

Member Guerrero: I know you spoke about non-conforming, is it grandfathered in?

Mr. Bell: It would have to be grandfathered in. As long as the use is existing and it doesn't change it continues as is.

Member Guerrero: What is D-restriction?

Mr. Bell: The city is not held reliable for enforcing. The city is not responsible.

Member Tydus: In Chapter 3, what is "LDR"?

Mr. Bell: Land Development Regulation. It's a document itself.

Member Guerrero: Does re-zoning come after approval or before?

Mr. Gay: There are a few parcels that we are aware of. We are looking at particular parcels so we can go forth. Please bare in mind; a lot of the language is being utilized, adding additional information. There are some things being identified.

Chairman: Commercial, 1,2, & 3 right? Some things are allowed in I-3 are not allowed in I-2? With us reviewing will this allow the adjustment?

Mr. Gay: In the pass that code was more of a segregated code. We will be having an I-4 as well which will be your junk-yards. Whatever allowed in higher will apply in low as well unless there is a stipulation.

Chairman: Make sure it is community friendly to our residents. Our residents are in the midst of this. Example, pollution, junk yards, industrial, and gas pumps. We want to make sure we include our citizen hope Community Development consider friendly. I just want to make sure we are (Resident Friendly) please make sure.

Mr. Bell: We are requiring buffering in between. We do try to protect the integrity.

Member Barnes: Clarify new/zoning LDR plan is it for the structure or the actual auto also includes tons of cars as well?

Mr. Bell: There are regulations. Visual buffering is in place, keep activities from out in the opening. It is considerate.

Member Barnes: If I'm already in compliance with the old code will I be fined? Or will I be excluded? How does the enforcement work for the new LDR if they've already been there?

Mr. Gay: As far as operational opportunities, it's not supposed to be visible. I know for other municipalities during open hours the cars are allowed in the opening/operation hours. Some cities allow, but at the end of the business day the cars have to be stored.

Member Barnes: Thank you. I know sometimes I drive down the street, get tired of seeing that tons of cars.

Chairman: So many businesses going on and apt buildings so much operations going on. Some things we can't stop. I hope this new plan works for us. I hope this plan fix the problem. It's a lot of information for us to digest compared to Mr. Gay and his staff who works hard to do the best that they can.

Mr. Leger: As I'm sitting there I hear your concerns. One of the major differences the industrial part it looks like nobody cares, but the code that is in front of you we addressed some aspects within the industrial. Some of the discussion creating industrial beautification.

Chairman: If we want to change this city we really have to make this document fit what's around our citizens. Any more questions?

Chairman: Public Hearing open anyone for or against?

Jerry Mann: We have two properties I just want to get a handle on the new zoning? What's going on? What is the time line?

Chairman: Are you speaking for the project or against?

Jerry Mann: Would I need to speak with Mr. Lee?

Mr. Gay: The timeline is now. If the commission decides to have additional details will take more time. We are looking at another 2-3 months before approved of final document.

Jerry Mann: The final document?

Mr. Gay: Yes, if you are looking at something property specific, please come by our office. We can see if you are in compliance.

Attorney: Mr. Chairman if I might. The city of Opa-locka has not placed a moratorium on people submitting zoning. Regardless how long this takes the city has not put a hole on him submitting his application.

Member Guerrero: One last question, the zoning map is it the same as it was? Not property specific

Mr. Gay: It's pretty much going to be the same as before. It's just going to be a category changes. Right not we have the numbering which is out of sequence.

Member Guerrero: Will there be any changes in the future? The reason being I've seen in certain areas where industrial is next to residential.

Mr. Gay: In that matter, we will consider that a specific case.

Chairman: Public Hearing Closed. Any more questions?

Member Guerrero: I motion to approve the repeal of the current land development regulation/zoning code ordinance 86-8 in its entity replacing it with the adoption of the city's proposed land development regulation zoning code ordinance.

Member Barnes: I second.

Upon Roll Call, Motion passed 4-0

Germane Barnes	-	Yes
Elio Guerrero	-	Yes
Calvin Russell	-	Yes
Rose Tydus	-	Yes

V OTHER BUSINESS:

STAFF UPDATE

VI ADJOURNMENT

Board Member Elio Guerrero motioned to adjourn and Member Barnes seconded the motion. Meeting adjourned at 8:10pm.

Submitted by: _____

Kinshannta Hall

Planning Council Clerk

ATTEST: _____

Mr. Calvin Russell

Planning Council Chairman

I. Prohibitions. The use of laser source light or any similar high intensity light for point of sale or entertainment and the operation of searchlights for advertising purposes are prohibited.

J. Exemptions. Outdoor lighting fixtures on, in or in connection with the following facilities and land use types are exempt from the standards of this section, but voluntary compliance with the intent and provisions is encouraged.

1. Land owned or operated by the government of the United States of America or the State of Florida, Miami-Dade County or the City.
2. Lights used by police, firefighting, or medical personnel.
3. Residential and commercial seasonal decorations using typical unshielded low-wattage incandescent lamps shall be permitted from Thanksgiving thru January 15.
4. Flag Poles.
5. Underwater lighting used for the illumination of swimming pools, fountains and other water features.
6. Lighting of radio, communication and navigation towers; provided that the owner or occupant demonstrates that the Federal Aviation Administration (FAA) regulations can only be met through the use of lighting that does not comply with this Chapter 22.
7. Publically owned sports field lighting.

Sec. 22-114. Boat Storage

Boats and boat trailers of less than twenty-five (25) feet in length and eight (8.0) feet in width may be stored or temporarily parked in the R-1 zoning district only, subject to the following conditions:

A. Only one (1) boat per residential parcel is permitted.

B. The place of storage shall be to the rear of the front building line if adequate side or rear setbacks are available. Where the boat storage area is located between the residence and a side street property line, the boat shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet.

C. Boats and place of storage or temporary parking shall be kept in a clean, neat and presentable condition.

D. No major repairs or overhaul work shall be made or performed on the premises.

E. The boats shall not be used for living or sleeping quarters, and shall be placed on and secured to a transporting trailer.

F. For the purposes of loading and unloading equipment and supplies shall be permitted, but under no circumstances shall a boat be parked in the public right-of-way, including the swale area of a right-of-way.

G. For purposes of this section, the height of a boat shall be measured from the ground to the highest point of the boat including all extruding equipment.

H. For purposes of the section the following shall be exempt from the term "boat":

1. Non-motor-powered vessels;
2. Non-motor-powered vessels used exclusively on private lakes and ponds;
3. Vessels owned by the United States Government; and
4. Vessels used exclusively as a ship's lifeboat,

I. Upon the application of a resident, any requirement in this subsection may be waived by a majority vote of the City Commission. The application shall include a survey or site plan showing the dimensions of the property and proposed location of the boat, the type and location of the visual buffering from the front and rear of the property as well as the neighboring property, and evidence of title and registration or in the event the boat has not been acquired a description of the boat to be stored, including dimensions.

J. The City Commission may grant such a waiver upon a showing by the applicant that the waiver maintains the basic intent and purpose of the zoning and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community. In the event that a waiver is granted, such waiver shall not run with the land and shall not be transferrable to any other boat.

Sec. 22-115. Parking of Trucks

Within any residential district, no commercial trucks, earthmoving equipment, construction trucks, landscaping trailer, trailers, wagons, or recreation vehicles shall be parked [including overnight] within the front yard, or on any public right-of-way. Within any non-residential district, commercial trucks, trailers, wagons, or recreation vehicles shall be parked [including overnight] out of sight to the extent possible from roads, so as not to act like a sign.

Sec. 22-116. Recreational Vehicle Storage

The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall,

Sponsored by: The City Manager

ORDINANCE NO. _____

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

WHEREAS, 3805 NW 132 Street, LLC ("Applicant"), owner of the subject property located at 3805 NW 132nd Street, Opa-Locka, Florida, requests a zoning change from the I-3 zoning district to the I-2 zoning district in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) on the subject property; and

WHEREAS, the Applicant desires to construct a construction waste processing facility, which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue; and

WHEREAS, the subject property is currently a truck parking facility on the property designated by Folio #08-2129-010-0090) and the zoning for this parcel is I-3. The site is located along the Douglas/Le Jeune Road Connector (NW 37th Avenue) and NW 132nd Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 and said zoning does not allow for the operation of C&D. The applicant is proposing a land use change from I-3 to I-2 in order to accommodate the request; and

WHEREAS, the 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access; and

WHEREAS, according to the City of Opa-Locka's official Zoning Map, the Property is designated I-3 (Liberal Industrial) which allows for an industrial use but the applicant desires to rezone the property to I-2, which will allow for the proposed Construction and Demolition operation; and

WHEREAS, 3805 NW 132 Street, LLC presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on November 17, 2020 and the Planning & Zoning Board recommended approval of the re-zoning request by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations.

WHEREAS, the applicant, 3805 NW 132nd Street, LLC's request for rezoning of the property from I-3 to I-2 was denied by the City Commission on May 26, 2021. On March 9, 2022, the City Commission, pursuant to the City's Land Development Regulations, Ordinance 15-31, Section 22-49 (P), subsequently approved the reapplication for rezoning by majority vote.

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

SECTION 1. The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. The City Commission of the City of Opa-Locka hereby approves the rezoning request for the construction and demolition waste processing facility on the property located at 3805 NW 132 Street identified by folio 08-2129-010-0090, in the I-3 zoning district, by 3805 NW 132 Street, LLC.

.

SECTION 3. This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

SECTION 4. <u>Conflict & Repealer.</u>
All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 5. <u>Severability.</u>
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. Scrivener's Errors.

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

SECTION 7. Effective Date.

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

PASSED FIRST READING this _____ day of _____, 2022.

PASSED SECOND READING this _____ day of _____, 2022.

_____

Veronica Williams, 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 Dominguez	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Commissioner Davis	(Yes)_____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____

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Plantation | 954-472-6039

*Annual Percentage Yield (APY) is accurate as of 5/26/22. Minimum deposit of $500 to open and earn stated APY. Deposits over $1,000,000 subject to review. CDs subject to penalty for early withdrawal. An early withdrawal may reduce earnings. Offers and rates subject to change at any time. Funds insured according to FDIC insurance requirements. ©2022 Third Federal

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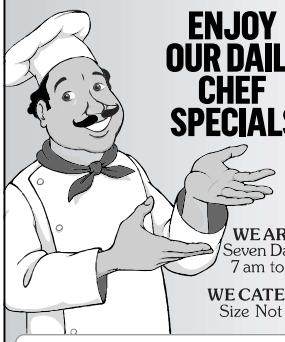

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CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, June 22, 2022 at 7:00 p.m.,** at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCS/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF BOATS AND WATERCRAFT VESSELS; AMENDING ARTICLE V, SECTION 22-114, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING FOR CERTAIN DEFINITIONS; REQUIRING OWNERSHIP OR LEASE OF PARKED BOATS ON RESIDENTIAL PROPERTY; PROHIBITING ENCROACHMENT OF BOATS UPON ANY PORTION OF THE FRONT YARD; PERMITTING ONLY MINOR AND NOISELESS REPAIRS OF BOATS; PROHIBITING BOAT TRAILERS USED FOR LIVING OR SLEEPING QUARTERS; PROVIDING FOR A REGISTRATION PROCESS FOR BOATS AND PERSONAL WATERCRAFT; AMENDING CHAPTER 7, ARTICLE I, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD NEW NUMBER 105 ESTABLISHING A $100 FEE FOR BOAT AND WATERCRAFT VESSELS PERMIT REGISTRATON; AMENDING SECTION 2-570.33 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 25, 2022).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE REQUEST OF 3805 NW 132 STREET, LLC. TO REZONE THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY, IN THE I-3 ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 25, 2022).

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, June 22, 2022.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than 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
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature**			
Commission Meeting Date:	May 25, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#: N/A**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communcation** ☐				
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSION FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Property Owner Armando DeLeon c/o Hope Calhoun, Esquire submitted a request for reconsideration of this matter and the City Commission approved this item for reconsideration on April 13, 2022. The Applicant/Owner Armando DeLeon c/o Hope Calhoun, Esquire again request the property at 3805 NW 132nd Street, identified by folio 08-2129-010-0090, is rezoned from I-3 to I-2 to permit the operation of a Construction and Demolition Facility.

BACKGROUND

The Applicant/Property Owner submitted three requests for consideration by the City Commission: (1) Site Plan Reivew; (2) Rezoning from I-3 to I-2; (3) Development Agreement. The Applicant's request for

site plan review and development agreement approvals were granted by the City Commission on May 26, 2021 by a 3-2 vote. The operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at this property site requires the property is rezoned from I-3 to I-2. The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for r4ecycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel wisually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted are then removed.

All storage/processing operations will be conducted inside an enclosed building.

Financial Impact

FY 20 property taxes for this property were $78,895.00, primarily based on the value of the land. There is a small building currently on the property, however the proposed structure is significantly larger. The cost of the proposed structure is unknown, but should result in an increase in property tax.

Proposed Action:

The Planning & Community Development Department Recommends Approval.

Attachment:

DRAFT Resolution
Resolution 21-9867
Resolution 21-9868
Letter of Intent
PCD Staff Report
Site Plan
Rezoning Application
Boundary Survey
Radius Map

DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Matthew Kwasman
Christina Bilenki
Lauren G. Odom
Nicole Jaeger
Rachael Bond Palmer

January 14. 2022

Sent via email: jpate@opalockafl.gov

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

Re: Reconsideration of Rezoning Application for Property located at 3805 NW 132nd Street ("Property")

Dear Mr. Pate:

I am land use counsel for Mr. Armando DeLeon who is the owner of the Property. On May 26, 2021, the City Commission ("Commission") of the City of Opa Locka considered a request to rezone the Property from I-3 to I-4 and denied same. Accordingly, we are hereby requesting the reconsideration of same by the Commission. According to the City of Opa Locka Land Development Regulations ("Regulations"), an applicant may request reconsideration of an application that has been denied. Specifically, Section 22-49(P) of the Regulations outline the circumstances under which a previously denied application can be reconsidered.

To that end, and as outlined in Subsection (P) of the Regulations, this correspondence serves as request to place an item on the agenda to reconsider the previously denied rezoning request. In addition to responding to this correspondence can you please advise what the re application fee is.

Thank you for your time and attention. Please do not hesitate to contact me with any comments or questions.

Sincerely,

Hope Calhoun

CC: Armando DeLeon, aflinc@aol.com
Gregory Gay, Director, ggay@opalockafl.gov
Burnadette Norris-Weeks, City Attorney, cityattorney@opalockafl.gov

14 S.E. 4th Street, Suite 36, Boca Raton, FL 33432 | Tel: (561) 405-3300 | Fax: (561) 409-2341 | www.dmbblaw.com

Sponsored by: City Manager

RESOLUTION NO. 21-9867

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

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

WHEREAS, 3805 NW 132 Street, LLC ("Applicant"), owner of the subject property located at 3805 NW 132nd Street, Opa-Locka, Florida 33054, requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property; and

WHEREAS, the Applicant desires to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue; and

WHEREAS, the 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access; and

WHEREAS, the proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick up the material from local areas; and

WHEREAS, the proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste; and

WHEREAS, construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste

materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day; and

WHEREAS, 3805 NW 132 Street, LLC presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on November 17, 2020 and the Planning & Zoning Board recommended approval of the Site Plan by a 5 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, a copy of the Site Plan is attached hereto as Exhibit A.

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

SECTION 1. RECITALS.
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL
Approval of Final Site Plan Approval. The City Commission of the City of Opa-Locka hereby approves the request for the final site plan approval by 3805 NW 132 Street, LLC. for the construction and demolition waste processing facility on the property located at 3805 NW 132 Street identified by folio 08-2129-010-0090, in the I-3 zoning district.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this 26th day of May, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Coff, ESQ. FOR
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Davis

Seconded by: Vice Mayor Williams

VOTE:	3-2
Commissioner Taylor	YES
Commissioner Burke	NO
Commissioner Davis	YES
Vice-Mayor Williams	NO
Mayor Pigatt	YES

City of Opa-Locka
Agenda Cover Memo

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

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198

square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue

BACKGROUND

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Proposed Action:

Staff recommend approval of this Site Plan. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application pending the following other approvals :

- The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.
- The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
- The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

- The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.
- All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
- All landscaping and parking areas must be provided and maintained as shown in the Construction and Demolition (C & D) Material Resource Facility (MRF) Site Plan;
- Trees to be planted 25' avg. oc.;
- Adequate landscape buffer around parking area;
- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Construction and Demolition (C & D) Material Resource Facility (MRF) site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
- All trash & garbage containers shall comply with the City dumpster enclosure requirements;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

Site Plan Staff Report
Site Plan
Site Plan Resolution 11-17-20

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

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

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at https://www.youtube.com/user/CityofOpalocka.

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

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE: Prayer was led by Board Member Tydus and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

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

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

Attorney Hope Calhoun on behalf of the applicant "ADMI USA, INC" came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It's before you now because we have a new client. My client purchased it and just want to make sure it's operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels(verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It's in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: "No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit "A". Board member Mangham second.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to "Exhibit A". Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item "3". Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item "4" and Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:
AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes

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?

(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

Level 1 Traffic Study

Recycling Facility at Opa-Locka

3805 NW 132nd Street
Opa-Locka, Florida

Richard Garcia & Associates, Inc.

May 17th, 2021

Engineer's Certification

I, Richard Garcia, P.E. # 54886, certify that I currently hold an active Professional Engineers License in the State of Florida and am competent through education and experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. In addition, the firm Richard Garcia & Associates, Inc. holds a Certificate of Authorization # 9592 in the State of Florida. I further certify that this report was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to the best of my knowledge and ability.

PROJECT DESCRIPTION: Recycling Facility at Opa-Locka - Level 1 Traffic Study

PROJECT LOCATION: 3805 NW 132nd Street Opa-Locka, Florida

RICHARD GARCIA LICENSE No. 54886 STATE OF FLORIDA PROFESSIONAL ENGINEER

5/17/2021

Florida Registration No. 54886 Date

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Appendix 1: Trip Generation
Appendix 2: Trip Distribution & Driveway Trips

Executive Summary

The objective of this report is to evaluate the trip generation associated with the subject project. As such, a trip generation analysis was performed for a typical weekday AM and PM peak hour (i.e. Adjacent Street Traffic). Lastly, this report follows the Miami-Dade County Traffic Impact Study Standard methodology (Level 1).

The subject site is located on the northeast corner of NW 42/37 Avenue Connector and NW 132nd Street in the City of Opa-Locka, Florida. This site currently has a truck equipment repair facility with an administrative office that will remain as part of the proposed project. The proposed project consists of a recycling facility (general light industrial) with 43,904 square feet. This project build-out year is slated for 2022. Moreover, the subject project will maintain the two (2) existing driveways on NW 132nd Street. The east driveway will operate as the entrance while the west driveway will be exit only.

The trip generation analysis was performed consistent with the methodology described in the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition while the trip generation characteristics were obtained from ITE's Trip Generation Manual, 10th Edition. ITE's Land Use 110, as identified by the Institute of Transportation Engineers (ITE), most closely resembles the proposed project. The trip generation analysis was performed for a typical AM and PM peak hour (i.e. Adjacent Street Traffic).

As a result, the trip generation calculations yielded 31 gross external trips (27 trips-in & 4 trips-out) during the AM peak hour and 28 gross external trips (4 trips-in & 24 trips-out) during the PM peak hour. The gross external peak hour trips were distributed consistent with the directional trip distribution percentages for the project's Traffic Analysis Zone (TAZ) 273 as assigned by the Transportation Planning Organization (TPO) on the Miami-Dade Long Range Transportation Plan (2045 LRTP) Directional Trip Distribution Report, September 2019.

In conclusion, the Recycling Facility at Opa-Locka will generate 31 gross external trips during the AM peak hour and 28 gross external trips during the PM peak hour. These gross trips will have a de-minimis traffic impact at the adjacent roadways and therefore, no additional traffic analysis is required or recommended at this time.

Introduction

The purpose of this report is to evaluate the trip generation associated with the proposed commercial center. As such, a trip generation analysis was performed for a typical weekday AM and PM peak hour (i.e. Adjacent Street Traffic). Lastly, this report follows the Miami-Dade County Traffic Impact Study Standard methodology (Level 1).

Project Location / Description

The subject site is located on the northeast corner of NW 42/37 Avenue Connector and NW 132nd Street in the City of Opa-Locka, Florida. This site currently has a truck equipment repair facility with an administrative office that will remain as part of the proposed project. The proposed project consists of a recycling facility (general light industrial) with 43,904 square feet. This project build-out year is slated for 2022.

Moreover, the subject project will maintain the two (2) existing driveways on NW 132nd Street. The east driveway will operate as the entrance while the west driveway will be exit only. Figure 1 depicts the site's location map while Figure 2 is the site plan provided for illustrative purposes only.

Figure 1: Location Map

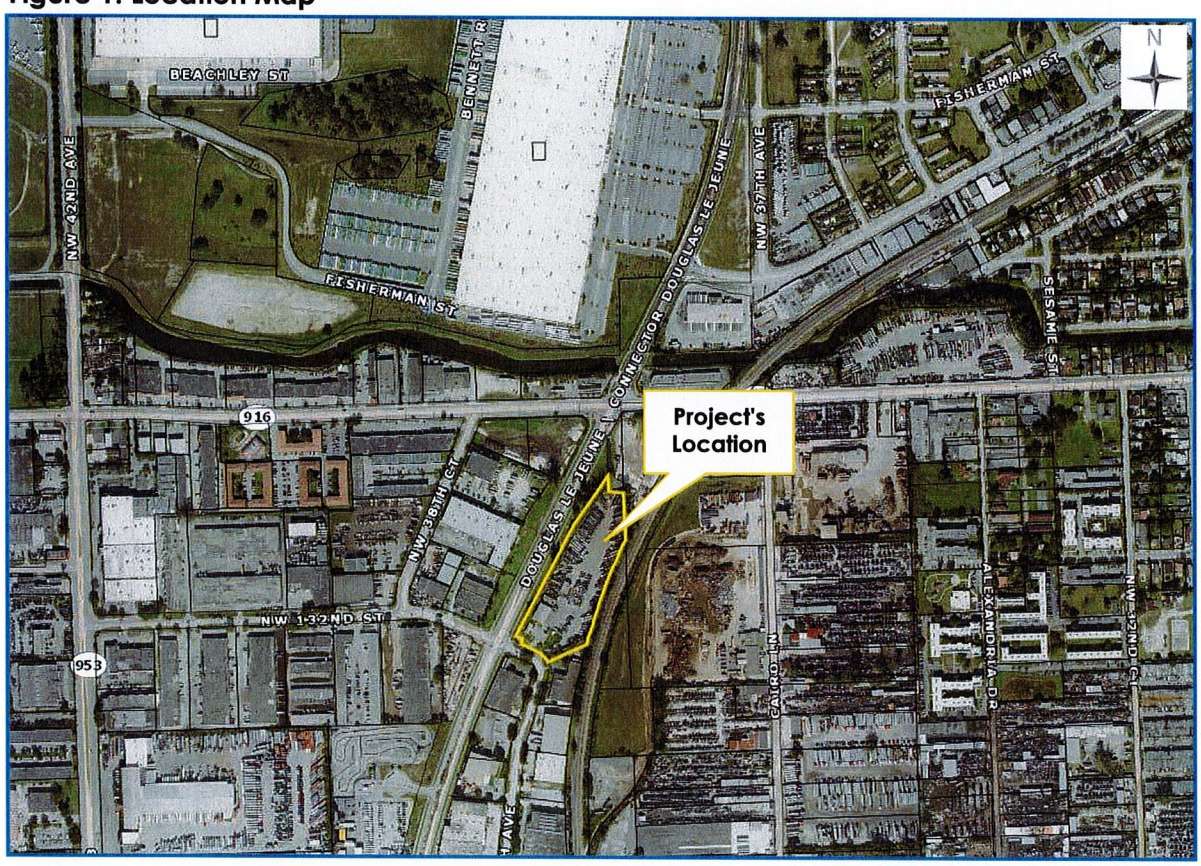
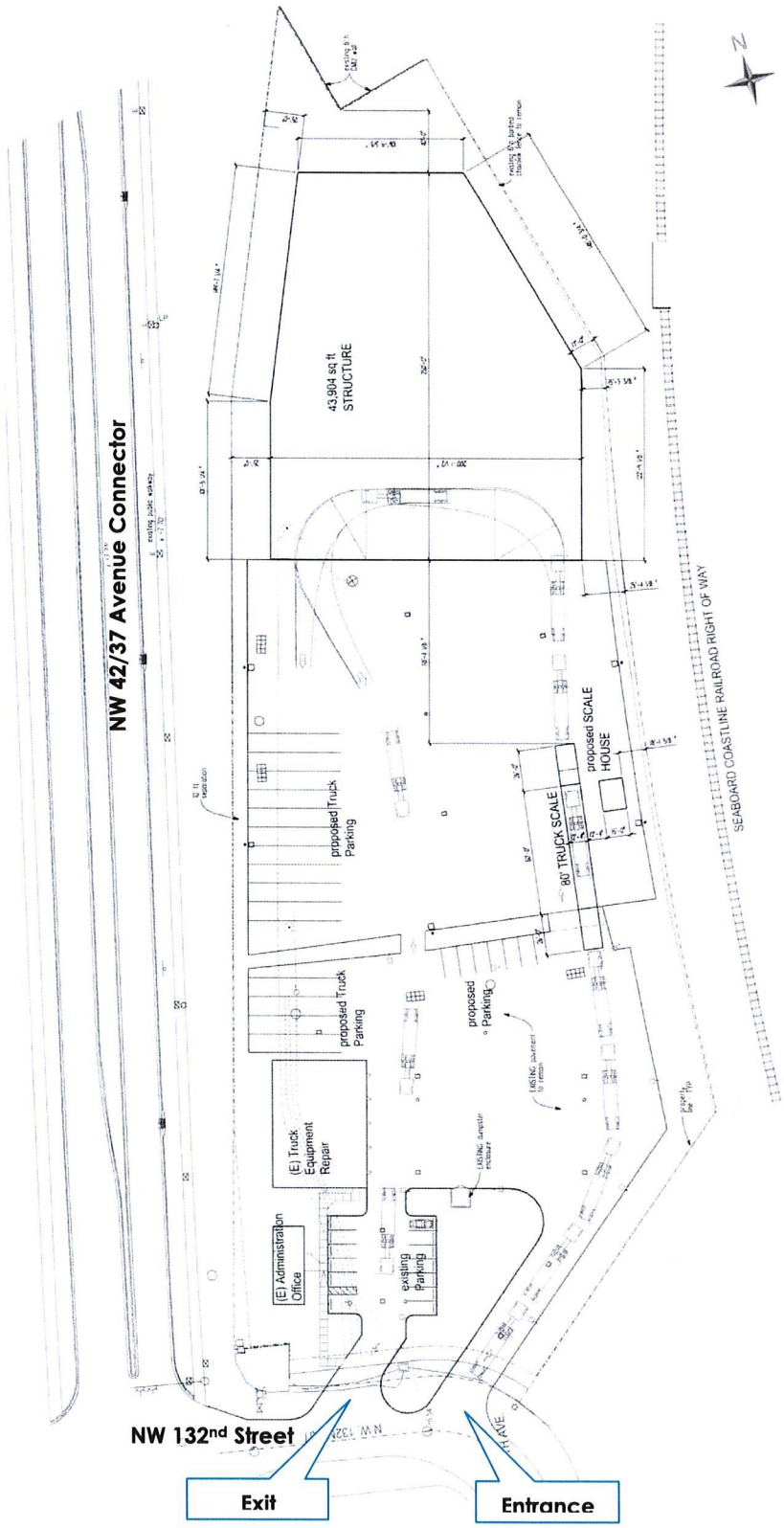


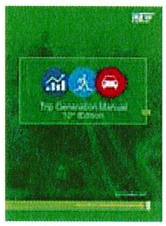
Figure 2: Site Plan



Project Traffic

This section of the report describes the analysis for estimating the trip generation associated with the subject project.

Trip Generation



The trip generation analysis was performed consistent with the methodology described in the *Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition* while the trip generation characteristics were obtained from *ITE's Trip Generation Manual, 10th Edition*. ITE's Land Use 110, as identified by the Institute of Transportation Engineers (ITE), most closely resembles the proposed project. The trip generation analysis was performed for a typical AM and PM peak hour (i.e. Adjacent Street Traffic).

As a result, the trip generation calculations yielded 31 gross external trips (27 trips-in & 4 trips-out) during the AM peak hour and 28 gross external trips (4 trips-in & 24 trips-out) during the PM peak hour. The ITE rates and percentages for the AM and PM peak hour are included in Appendix 1. Tables 1 and 2 summarize the trip generation calculations and results for the AM and PM peak hour, respectively.

Table 1: Trip Generation - AM Peak Hour

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	AM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
Proposed						
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.70	27	4	31
External Trips *(Proposed Site Gross Trips)*				**27**	**4**	**31**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

Table 2: Trip Generation - PM Peak Hour

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	PM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
Proposed						
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.63	4	24	28
External Trips *(Proposed Site Gross Trips)*				**4**	**24**	**28**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

Trip Distribution

The subject project is located within the Traffic Analysis Zone (TAZ) 273 as assigned by the Transportation Planning Organization (TPO) on the Miami-Dade Long Range Transportation Plan (2045 LRTP) Directional Trip Distribution Report, September 2019. As such, the trip distribution was performed consistent with the trip distribution percentages of TAZ 273 and by interpolating between the 2015 and 2045 TAZ data for the design year of 2022. Figure 3 depicts the TAZ map while the directional trip distribution percentages are outlined in Table 3. Appendix 2 contains the supporting documentation.

Figure 3: TAZ Map

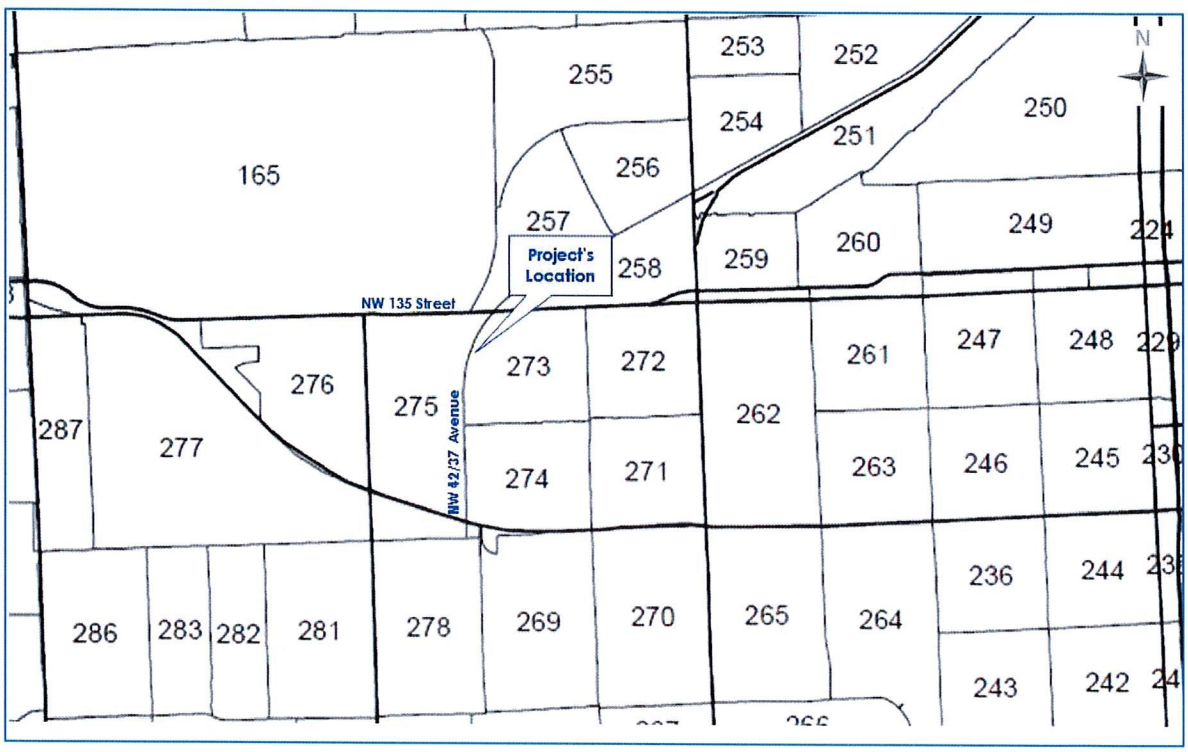


Table 3: Directional Trip Distribution Percentages

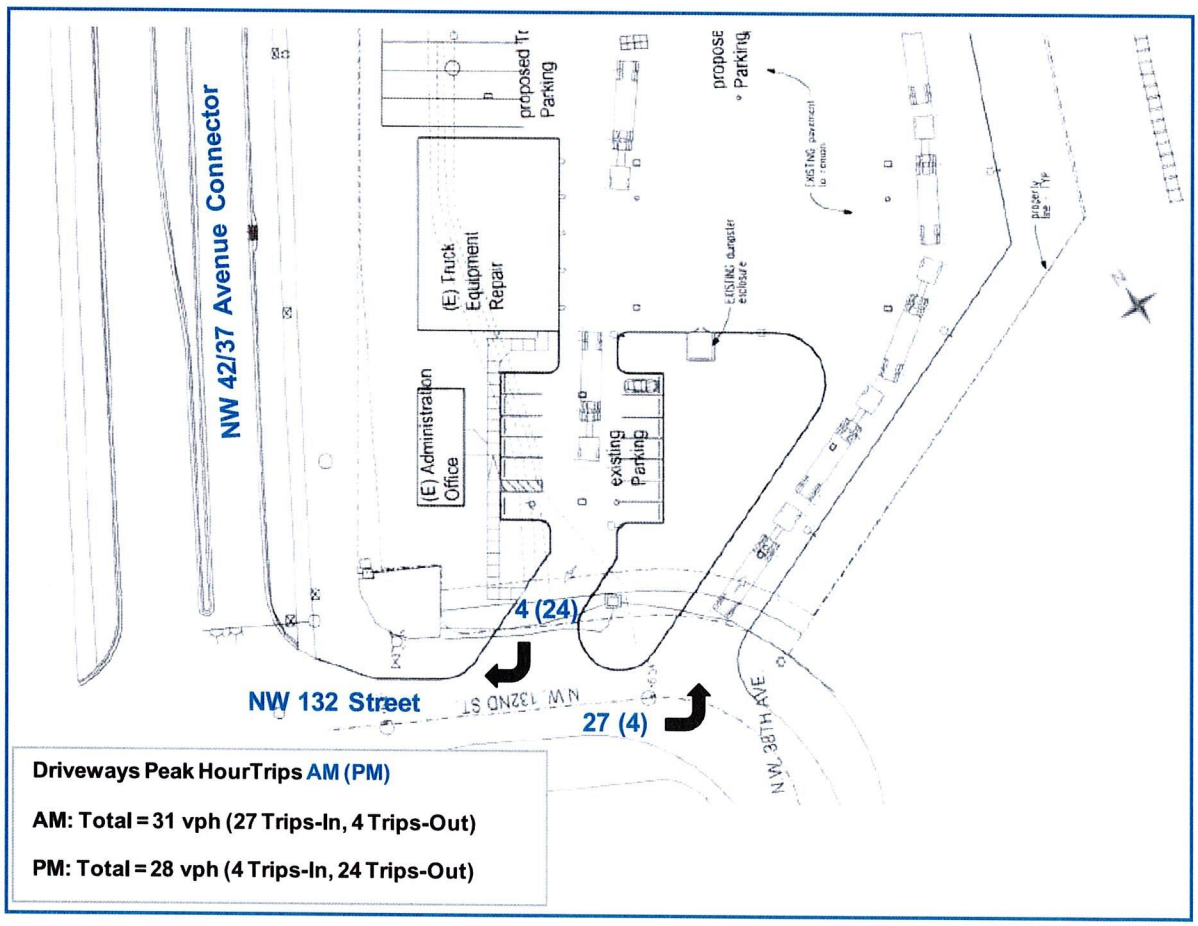
DIRECTION	DISTRIBUTION PERCENTAGES (%)		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR
	2015	2045	2022
NNE	17.40	14.80	16.79
ENE	17.30	16.00	17.00
ESE	7.90	6.00	7.46
SSE	12.10	14.50	12.66
SSW	18.00	17.30	17.84
WSW	8.80	11.30	9.38
WNW	6.20	7.50	6.50
NNW	12.30	12.60	12.37
TOTAL	100.00	100.00	100.00

Additionally, the net external trips have been further distributed into the four quadrants: North, South, East and West. Table 4 contains the directional trip distribution for the AM and PM peak hour while Figure 4 depicts the driveway trips for the AM and PM peak hour.

Table 4: Directional Trip Distribution

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION	AM PEAK HOUR TRIPS			PM PEAK HOUR TRIPS		
				IN	OUT	TOTAL	IN	OUT	TOTAL
NNE ENE	16.79 17.00	NORTH	29.16%	8	1	9	1	7	8
ESE SSE	7.46 12.66	EAST	24.45%	7	1	8	1	6	7
SSW WSW	17.84 9.38	SOUTH	30.50%	8	2	10	2	7	9
WNW NNW	6.50 12.37	WEST	15.89%	4	0	4	0	4	4
TOTAL	100.00		100.00%	27	4	31	4	24	28

Figure 4: Driveway Trips - AM & PM Peak Hour



Conclusion

In conclusion, the Recycling Facility at Opa-Locka will generate 31 gross external trips during the AM peak hour and 28 gross external trips during the PM peak hour. These gross trips will have a de-minimis traffic impact at the adjacent roadways and therefore, no additional traffic analysis is required or recommended at this time.

Appendix 1: Trip Generation

TABLE: A1

TRIP GENERATION ANALYSIS
AM PEAK HOUR

Project Name: Recycling Facility

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	AM PEAK HOUR TRIPS				
				%	IN	%	OUT	TOTAL
Proposed								
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.70	88%	27	12%	4	31
External Trips *(Proposed Site Gross Trips)*				**88%**	**27**	**12%**	**4**	**31**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

TABLE: A2

TRIP GENERATION ANALYSIS
PM PEAK HOUR

Project Name: Recycling Facility

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	PM PEAK HOUR TRIPS				
				%	IN	%	OUT	TOTAL
Proposed								
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.63	13%	4	87%	24	28
External Trips *(Proposed Site Gross Trips)*				**13%**	**4**	**87%**	**24**	**28**

Notes:

Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*

Th.SF.= 1,000 Square Feet

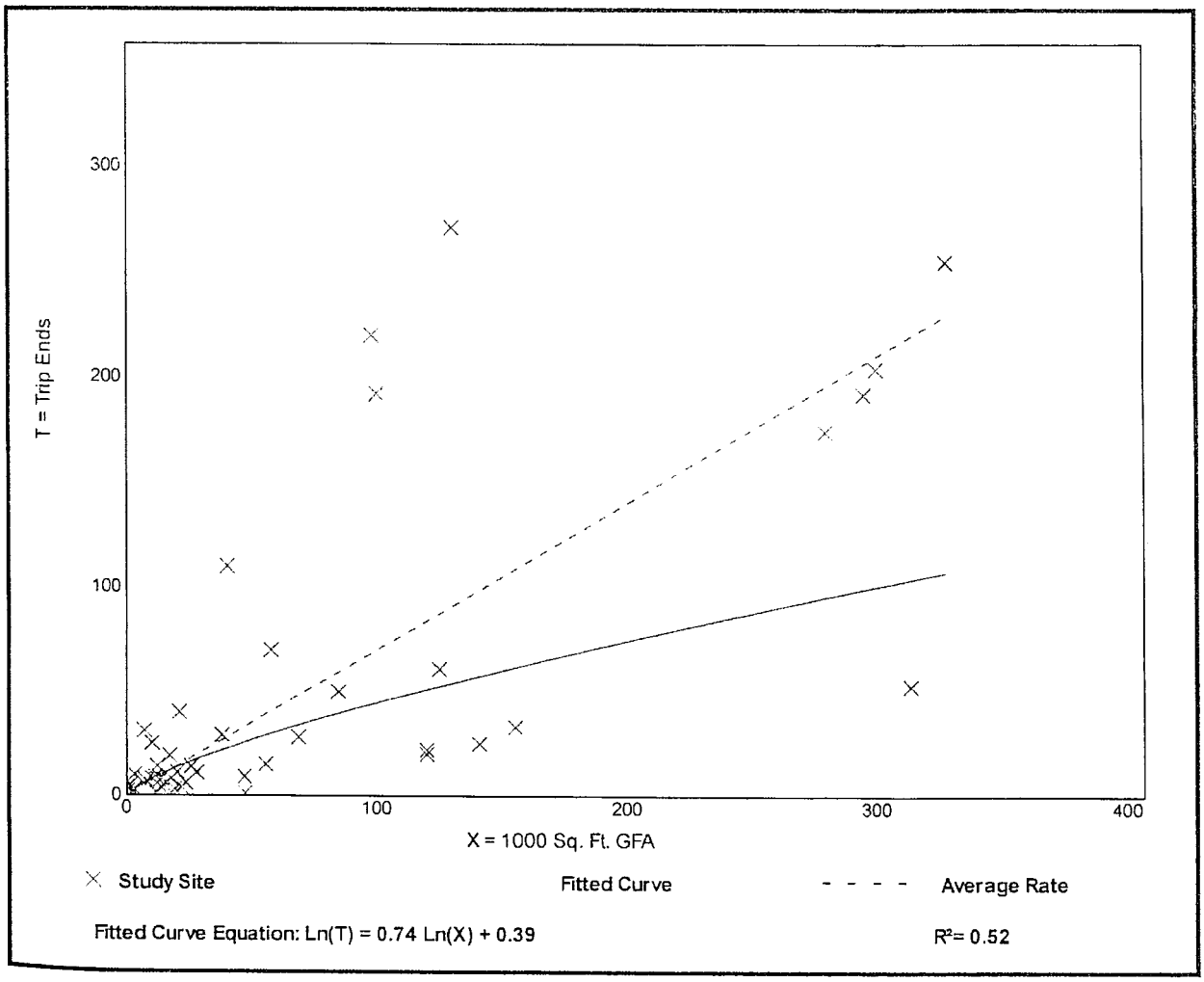
General Light Industrial
(110)

Vehicle Trip Ends vs:	1000 Sq. Ft. GFA
On a:	Weekday,
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	General Urban/Suburban
Number of Studies:	45
1000 Sq. Ft. GFA:	73
Directional Distribution:	88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.70	0.52 - 4.46	0.65

Data Plot and Equation



Fitted Curve Equation: $Ln(T) = 0.74\ Ln(X) + 0.39$

$R^2 = 0.52$

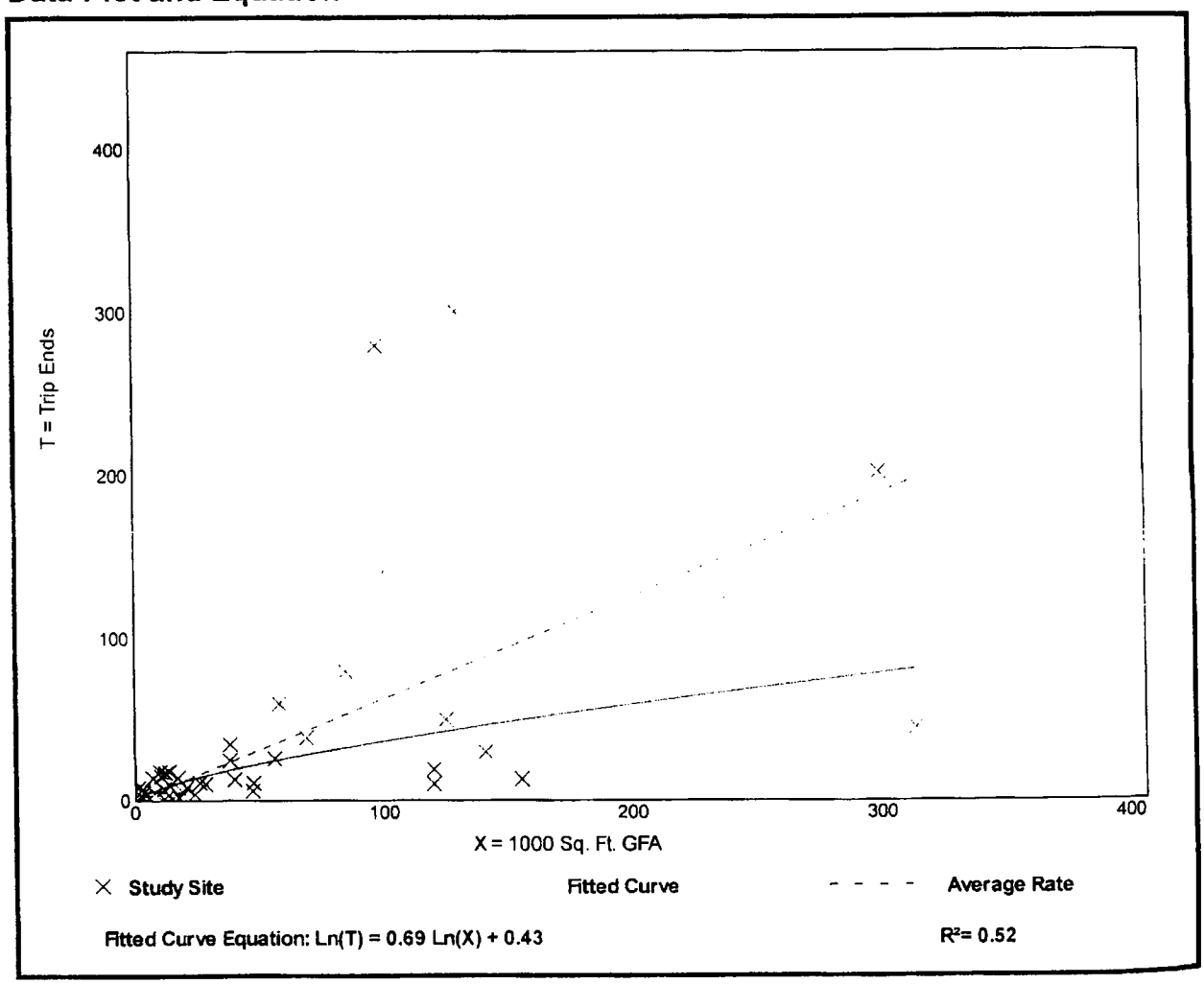
General Light Industrial
(110)

Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 44
1000 Sq. Ft. GFA: 67
Directional Distribution: 13% entering, 87% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.63	0.07 - 7.02	0.68

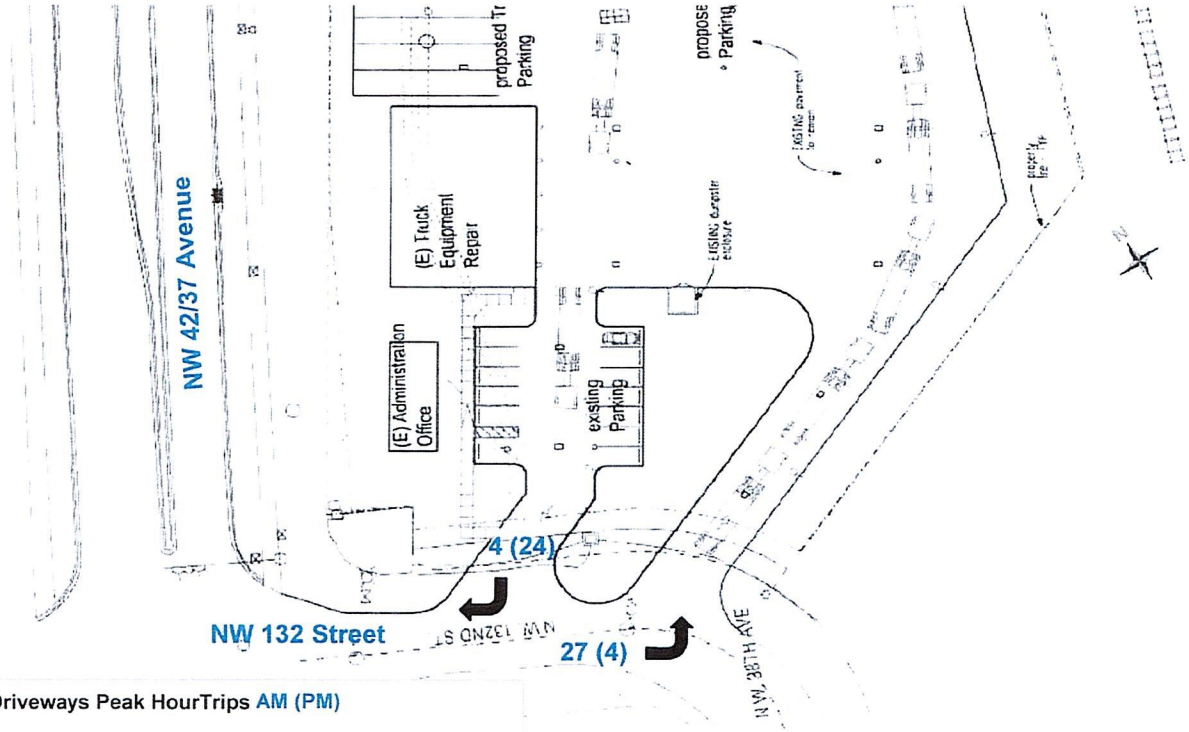
Data Plot and Equation



Appendix 2: Trip Distribution & Driveway Trips

DRIVEWAYS PEAK HOUR TRIPS

Project Name: Recycling Facility



Driveways Peak HourTrips AM (PM)

AM: Total = 31 vph (27 Trips-In, 4 Trips-Out)

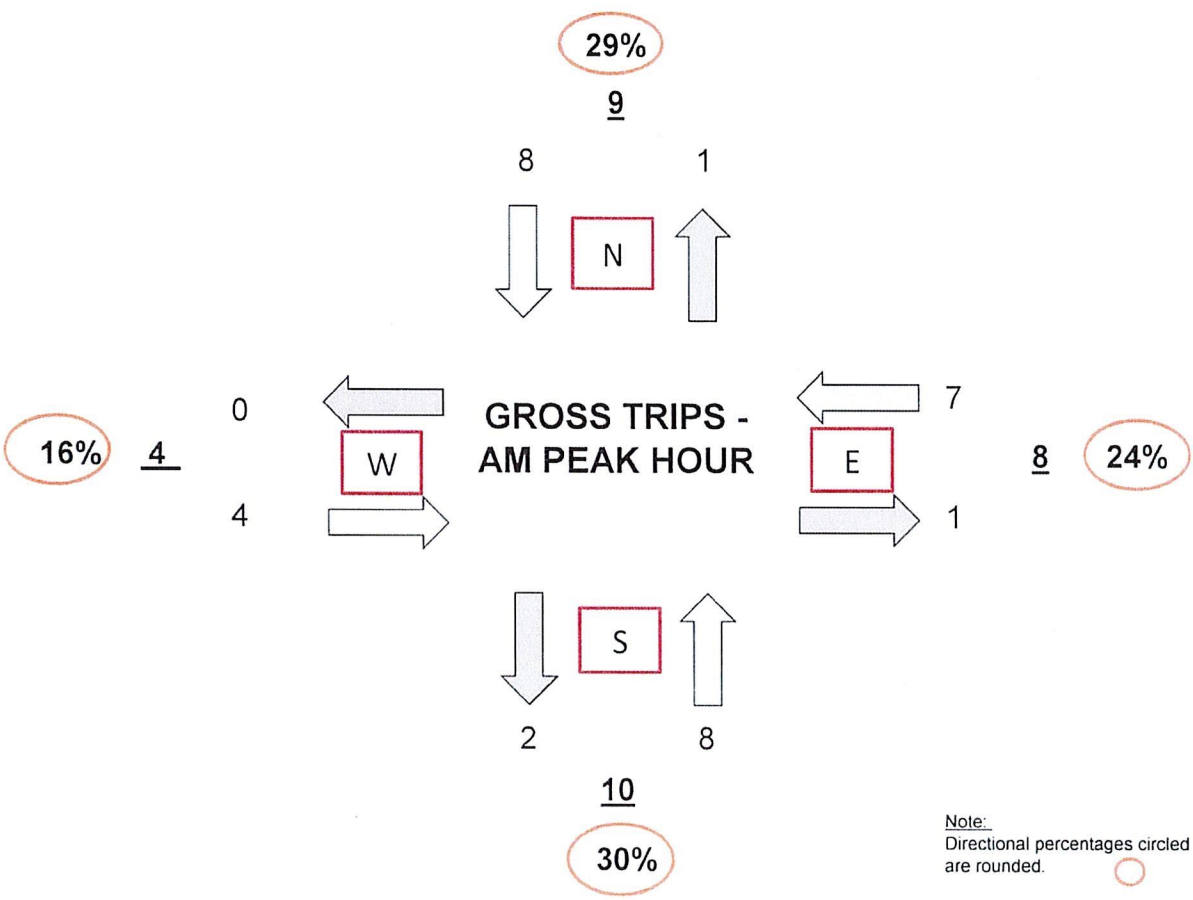
PM: Total = 28 vph (4 Trips-In, 24 Trips-Out)

TABLE: A3

Cardinal Distribution
AM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION	AM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
NNE ENE	16.79 17.00	NORTH	29.16%	8	1	9
ESE SSE	7.46 12.66	EAST	24.45%	7	1	8
SSW WSW	17.84 9.38	SOUTH	30.50%	8	2	10
WNW NNW	6.50 12.37	WEST	15.89%	4	0	4
TOTAL	100.00		100.00%	27	4	31



Note:
Directional percentages circled are rounded.

TABLE: A3-1

Cardinal Distribution
AM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION PERCENTAGES (%)			AM PEAK HOUR TRIPS		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR	IN	OUT	TOTAL
	2015	2045	2022			
NNE	17.40	14.80	16.79	5	1	6
ENE	17.30	16.00	17.00	5	1	6
ESE	7.90	6.00	7.46	2	0	2
SSE	12.10	14.50	12.66	3	1	4
SSW	18.00	17.30	17.84	5	1	6
WSW	8.80	11.30	9.38	2	0	2
WNW	6.20	7.50	6.50	2	0	2
NNW	12.30	12.60	12.37	3	0	3
TOTAL	100.00	100.00	100.00	27	4	31

Note:

Based on Miami-Dade Transportation Planning Organization 2045 LRTP Directional Trip Distribution Report, September 2019. Since the current data is only available for the model years 2015 and 2045, the eight (8) cardinal directions were interpolated to the design year of 2022.

TABLE: A3-2

AM PEAK HOUR	IN	OUT	TOTAL
TRIPS:	27	4	31
PERCENT:	87.10%	12.90%	(Calculated)

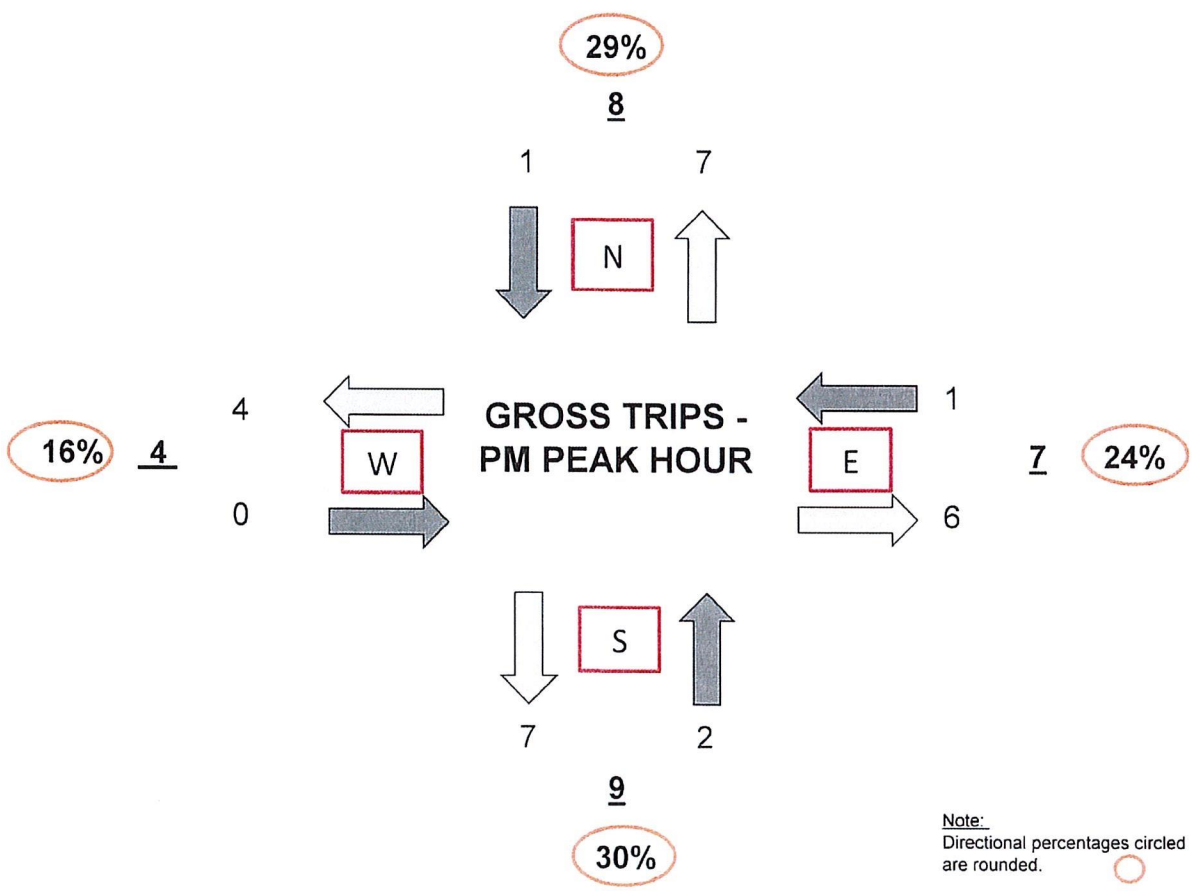
DIRECTION	DISTRIBUTION %	INGRESS		EGRESS		TOTAL
		CALCULATED	USED	CALCULATED	USED	
NNE	16.79	4.534	5	0.672	1	6
ENE	17.00	4.589	5	0.680	1	6
ESE	7.46	2.013	2	0.298	0	2
SSE	12.66	3.418	3	0.506	1	4
SSW	17.84	4.816	5	0.713	1	6
WSW	9.38	2.534	2	0.375	0	2
WNW	6.50	1.756	2	0.260	0	2
NNW	12.37	3.340	3	0.495	0	3
TOTAL	100.00	27.000	27	4.000	4	31

TABLE: A4

Cardinal Distribution
PM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION	PM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
NNE	16.79	NORTH	29.16%	1	7	8
ENE	17.00					
ESE	7.46	EAST	24.45%	1	6	7
SSE	12.66					
SSW	17.84	SOUTH	30.50%	2	7	9
WSW	9.38					
WNW	6.50	WEST	15.89%	0	4	4
NNW	12.37					
TOTAL	100.00		100.00%	4	24	28



Note:
Directional percentages circled are rounded.

TABLE: A4-1

Cardinal Distribution
PM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION PERCENTAGES (%)			PM PEAK HOUR TRIPS		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR	IN	OUT	TOTAL
	2015	2045	2022			
NNE	17.40	14.80	16.79	1	4	5
ENE	17.30	16.00	17.00	1	4	5
ESE	7.90	6.00	7.46	0	2	2
SSE	12.10	14.50	12.66	1	3	4
SSW	18.00	17.30	17.84	1	4	5
WSW	8.80	11.30	9.38	0	2	2
WNW	6.20	7.50	6.50	0	2	2
NNW	12.30	12.60	12.37	0	3	3
TOTAL	100.00	100.00	100.00	4	24	28

Note:

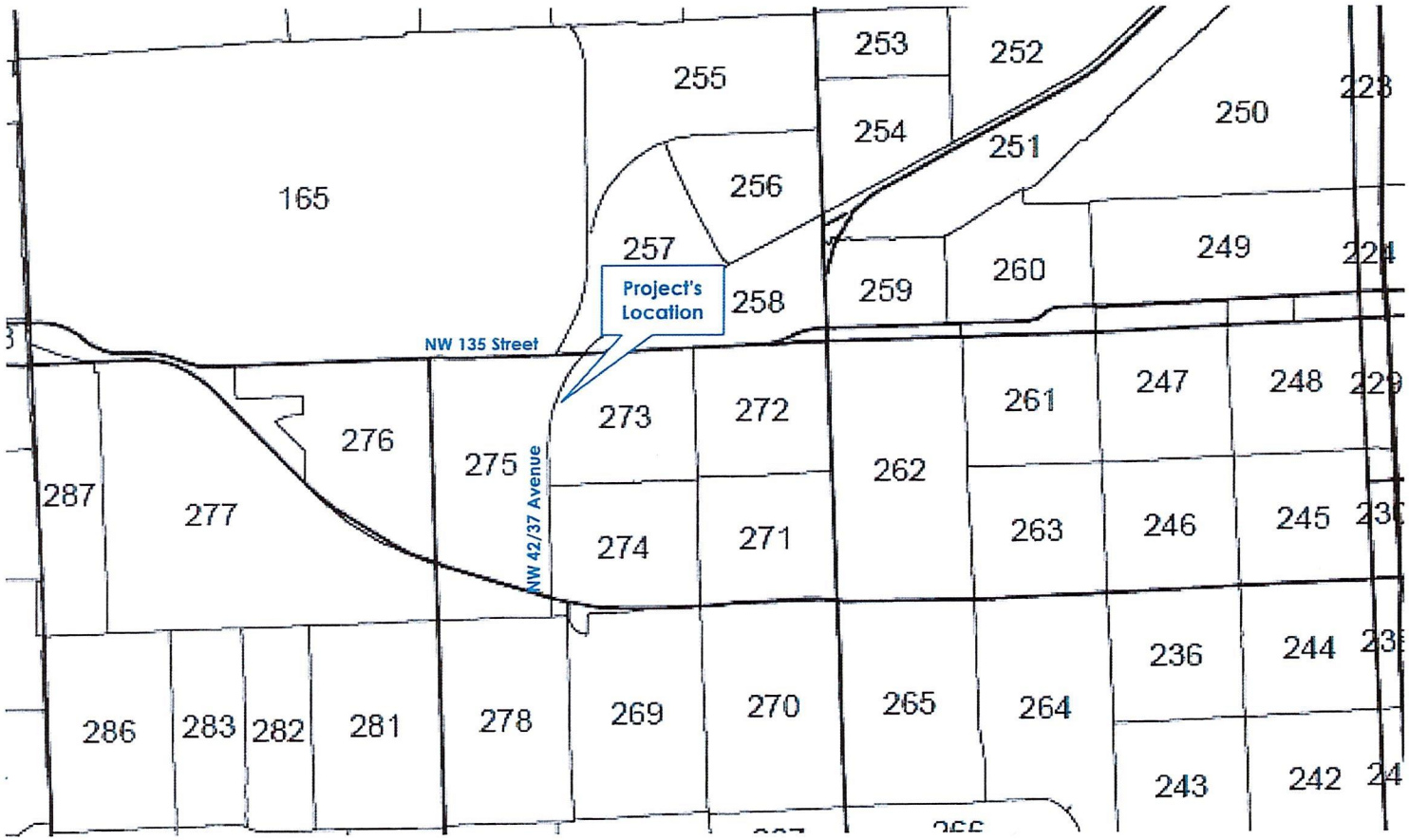
Based on Miami-Dade Transportation Planning Organization 2045 LRTP Directional Trip Distribution Report, September 2019. Since the current data is only available for the model years 2015 and 2045, the eight (8) cardinal directions were interpolated to the design year of 2022.

TABLE: A4-2

PM PEAK HOUR	IN	OUT	TOTAL
TRIPS:	4	24	28
PERCENT:	14.29%	85.71%	(Calculated)

DIRECTION	DISTRIBUTION %	INGRESS		EGRESS		TOTAL
		CALCULATED	USED	CALCULATED	USED	
NNE	16.79	0.672	1	4.030	4	5
ENE	17.00	0.680	1	4.079	4	5
ESE	7.46	0.298	0	1.790	2	2
SSE	12.66	0.506	1	3.038	3	4
SSW	17.84	0.713	1	4.281	4	5
WSW	9.38	0.375	0	2.252	2	2
WNW	6.50	0.260	0	1.561	2	2
NNW	12.37	0.495	0	2.969	3	3
TOTAL	100.00	4.000	4	24.000	24	28

TRAFFIC ANALYSIS ZONE (TAZ)



MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION

2045 LRTP SUPPORTING DOCUMENTS

DIRECTIONAL TRIP DISTRIBUTION REPORT

SEPTEMBER 2019

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
261	3161	Trips	367	294	161	385	338	254	214	305	2,375
261	3161	Percent	15.8	12.7	7.0	16.6	14.6	10.9	9.2	13.2	
262	3162	Trips	558	444	335	596	680	405	364	517	4,002
262	3162	Percent	14.3	11.4	8.6	15.3	17.4	10.4	9.3	13.3	
263	3163	Trips	245	188	171	318	343	185	173	295	1,943
263	3163	Percent	12.8	9.8	8.9	16.6	17.9	9.7	9.0	15.4	
264	3164	Trips	350	331	203	476	382	387	141	342	2,689
264	3164	Percent	13.4	12.7	7.8	18.2	14.6	14.8	5.4	13.1	
265	3165	Trips	468	253	211	433	384	312	182	334	2,591
265	3165	Percent	18.2	9.8	8.2	16.8	14.9	12.1	7.0	13.0	
266	3166	Trips	298	198	152	290	328	316	119	239	1,955
266	3166	Percent	15.4	10.2	7.8	15.0	16.9	16.3	6.1	12.3	
267	3167	Trips	232	128	99	212	169	213	114	176	1,354
267	3167	Percent	17.3	9.5	7.4	15.8	12.6	15.9	8.5	13.1	
268	3168	Trips	122	117	110	145	165	168	55	112	1,011
268	3168	Percent	12.3	11.7	11.1	14.6	16.7	16.9	5.6	11.2	
269	3169	Trips	662	403	383	590	941	505	328	543	4,399
269	3169	Percent	15.2	9.3	8.8	13.5	21.6	11.6	7.5	12.5	
270	3170	Trips	3,024	1,243	390	519	758	625	565	2,491	9,620
270	3170	Percent	31.5	12.9	4.1	5.4	7.9	6.5	5.9	25.9	
271	3171	Trips	400	322	174	310	428	194	228	293	2,364
271	3171	Percent	17.0	13.7	7.4	13.2	18.2	8.3	9.7	12.5	
272	3172	Trips	497	425	303	419	488	412	204	461	3,363
272	3172	Percent	15.5	13.2	9.5	13.1	15.2	12.9	6.4	14.4	
273	3173	Trips	395	394	180	276	409	201	142	280	2,325
273	3173	Percent	17.4	17.3	7.9	12.1	18.0	8.8	6.2	12.3	
274	3174	Trips	189	159	102	129	256	148	94	157	1,242
274	3174	Percent	15.3	12.9	8.3	10.4	20.8	12.0	7.6	12.7	
275	3175	Trips	920	578	380	670	742	542	325	491	4,665
275	3175	Percent	19.8	12.4	8.2	14.4	16.0	11.7	7.0	10.6	
276	3176	Trips	487	371	276	519	639	330	190	462	3,296
276	3176	Percent	14.9	11.3	8.4	15.9	19.5	10.1	5.8	14.1	
277	3177	Trips	164	103	99	207	227	130	119	127	1,177
277	3177	Percent	14.0	8.8	8.4	17.6	19.3	11.1	10.1	10.8	
278	3178	Trips	154	79	66	125	230	142	77	128	1,001
278	3178	Percent	15.4	7.9	6.6	12.5	23.0	14.2	7.7	12.8	
279	3179	Trips	225	120	127	166	298	186	118	189	1,447
279	3179	Percent	15.7	8.4	8.9	11.6	20.9	13.1	8.3	13.2	
280	3180	Trips	156	94	89	141	205	203	99	134	1,145
280	3180	Percent	13.9	8.4	7.9	12.6	18.3	18.1	8.8	11.9	
281	3181	Trips	653	346	270	641	856	577	287	364	4,145
281	3181	Percent	16.4	8.7	6.8	16.0	21.4	14.4	7.2	9.1	
282	3182	Trips	256	229	149	287	431	217	84	158	1,815
282	3182	Percent	14.1	12.6	8.2	15.9	23.8	12.0	4.6	8.7	
283	3183	Trips	262	221	107	450	315	412	146	327	2,282
283	3183	Percent	11.7	9.9	4.8	20.1	14.1	18.4	6.5	14.6	
284	3184	Trips	262	166	200	384	261	283	150	203	1,920
284	3184	Percent	13.7	8.7	10.5	20.1	13.7	14.8	7.9	10.6	
285	3185	Trips	102	98	85	170	119	94	76	134	887
285	3185	Percent	11.6	11.2	9.7	19.3	13.5	10.8	8.7	15.3	
286	3186	Trips	408	423	354	832	651	566	296	426	4,014
286	3186	Percent	10.3	10.7	8.9	21.0	16.5	14.3	7.5	10.8	

Print Form | Reset Form

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

DEP Form # 62-701.900(28), F.A.C.

Form Title: Closure Cost Estimating Form For Solid Waste Facilities

Effective Date: January 6, 2010

Incorporated in Rule 62-701.630(3), F.A.C.

CLOSURE COST ESTIMATING FORM FOR SOLID WASTE FACILITIES

Date of DEP Approval: _____

I. GENERAL INFORMATION:

Facility Name: _____ WACS ID: _____

Permit Application or Consent Order No.: _____ Expiration Date: _____

Facility Address: _____

Permittee or Owner/Operator: _____

Mailing Address: _____

Latitude: ____ ° ____ ' ____ " Longitude: ____ ° ____ ' ____ "

Coordinate Method: _____ Datum: _____

Collected by: _____ Company/Affiliation: _____

Solid Waste Disposal Units Included in Estimate:

Phase / Cell	Acres	Date Unit Began Accepting Waste	Active Life of Unit From Date of Initial Receipt of Waste	If active: Remaining life of unit	If closed: Date last waste received	If closed: Official date of closing

Total disposal unit acreage included in this estimate: Closure: _____ Long-Term Care: _____

Facility type: (Check all that apply) ☐ Class I ☐ Class III ☐ C&D Debris Disposal ☐ Other: _____

II. TYPE OF FINANCIAL ASSURANCE DOCUMENT (Check type)

☐ Letter of Credit* ☐ Insurance Certificate ☐ Escrow Account

☐ Performance Bond* ☐ Financial Test ☐ Form 29 (FA Deferral)

☐ Guarantee Bond* ☐ Trust Fund Agreement

* - Indicates mechanisms that require the use of a Standby Trust Fund Agreement

Northwest District	Northeast District	Central District	Southwest District	South District	Southeast District
160 Government Center	7825 Baymeadows Way, Ste. B200	3319 Maguire Blvd., Ste. 232	13051 N. Telecom Pky.	2295 Victoria Ave., Ste. 364	400 N. Congress Ave., Ste. 200
Pensacola, FL 32502-5794	Jacksonville, FL 32256-7590	Orlando, FL 32803-3767	Temple Terrace, FL 33637	Fort Myers, FL 33901-3881	West Palm Beach, FL 33401
850-595-8360	904-807-3300	407-894-7555	813-632-7600	239-332-6975	561-681-6600

III. ESTIMATE ADJUSTMENT

40 CFR Part 264 Subpart H as adopted by reference in Rule 62-701.630, Florida Administrative Code, (F.A.C.) sets forth the method of annual cost estimate adjustment. Cost estimates may be adjusted by using an inflation factor or by recalculating the maximum costs of closure in current dollars. Select one of the methods of cost estimate ajustment below.

☐ **(a) Inflation Factor Adjustment** ☐ **(b) Recalculated or New Cost Estimates**

Inflation adjustment using an inflation factor may only be made when a Department approved closure cost estimate exists and no changes have occurred in the facility operation which would necessitate modification to the closure plan. The inflation factor is derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflatory by the Deflator for the previous year. The inflation factor may also be obtained from the Solid Waste website www.dep.state.fl.us/waste/categories/swfr or call the Financial Coordinator at (850) 245-8706.

This adjustment is based on the Department approved closing cost estimate dated: _____

Latest Department Approved **Closing Cost** Estimate:		Current Year Inflation Factor, ***e.g. 1.02***		Inflation Adjusted Closing Cost Estimate:
_____	×	_____	=	_____

This adjustment is based on the Department approved long-term care cost estimate dated: _____

Latest Department Approved Annual **Long-Term Care** Cost Estimate:		Current Year Inflation Factor, ***e.g. 1.02***		Inflation Adjusted Annual Long-Term Care Cost Estimate:
_____	×	_____	=	_____

Number of Years of Long Term Care Remaining: × _____

Inflation Adjusted Long-Term Care Cost Estimate: = _____

Signature by: ☐ **Owner/Operator** ☐ **Engineer** (check what applies)

Signature	Address
Name & Title	City, State, Zip Code
Date	E-Mail Address
Telephone Number	

IV. ESTIMATED CLOSING COST (check what applies)

☐ **Recalculated Cost Estimate** ☐ **New Facility Cost Estimate**

Notes: 1. Cost estimates for the time period when the extent and manner of landfill operation makes closing most ex

2. Cost estimate must be certified by a professional engineer.

3. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

4. In some cases, a price quote in support of individual item estimates may be required.

Description	Unit	Number of Units	Cost / Unit	Total Cost
1. Proposed Monitoring Wells	**(Do not include wells already in existence.)**			
	EA	_____	_____	_____
			Subtotal Proposed Monitoring Wells:	_____
2. Slope and Fill (bedding layer between waste and barrier layer):				
Excavation	CY	_____	_____	_____
Placement and Spreading	CY	_____	_____	_____
Compaction	CY	_____	_____	_____
Off-Site Material	CY	_____	_____	_____
Delivery	CY	_____	_____	_____
			Subtotal Slope and Fill:	_____
3. Cover Material (Barrier Layer):				
Off-Site Clay	CY	_____	_____	_____
Synthetics - 40 mil	SY	_____	_____	_____
Synthetics - GCL	SY	_____	_____	_____
Synthetics - Geonet	SY	_____	_____	_____
Synthetics - Other (explain)	_____	_____	_____	_____
_____			Subtotal Cover Material:	_____
4. Top Soil Cover:				
Off-Site Material	CY	_____	_____	_____
Delivery	CY	_____	_____	_____
Spread	CY	_____	_____	_____
			Subtotal Top Soil Cover:	_____
5. Vegetative Layer				
Sodding	SY	_____	_____	_____
Hydroseeding	AC	_____	_____	_____
Fertilizer	AC	_____	_____	_____
Mulch	AC	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____
_____			Subtotal Vegetative Layer:	_____
6. Stormwater Control System:				
Earthwork	CY	_____	_____	_____
Grading	SY	_____	_____	_____
Piping	LF	_____	_____	_____
Ditches	LF	_____	_____	_____
Berms	LF	_____	_____	_____
Control Structures	EA	_____	_____	_____
Other (explain)_____	_____	_____	_____	_____
_____			Subtotal Stormwater Control System:	_____

Description	Unit	Number of Units	Cost / Unit	Total Cost
7. Passive Gas Control:				
Wells	EA			
Pipe and Fittings	LF			
Monitoring Probes	EA			
NSPS/Title V requirements	LS	1		
			Subtotal Passive Gas Control:	
8. Active Gas Extraction Control:				
Traps	EA			
Sumps	EA			
Flare Assembly	EA			
Flame Arrestor	EA			
Mist Eliminator	EA			
Flow Meter	EA			
Blowers	EA			
Collection System	LF			
Other (explain)				
			Subtotal Active Gas Extraction Control:	
9. Security System:				
Fencing	LF			
Gate(s)	EA			
Sign(s)	EA			
			Subtotal Security System:	
10. Engineering:				
Closure Plan Report	LS	1		
Certified Engineering Drawings	LS	1		
NSPS/Title V Air Permit	LS	1		
Final Survey	LS	1		
Certification of Closure	LS	1		
Other (explain)				
			Subtotal Engineering:	

Description	Hours	Cost / Hour	Hours	Cost / Hour	Total Cost
11. Professional Services					
	Contract Management		Quality Assurance		
P.E. Supervisor					
On-Site Engineer					
Office Engineer					
On-Site Technician					
Other (explain)					

Description	Unit	Number of Units	Cost / Unit	Total Cost
Quality Assurance Testing	LS	1		
			Subtotal Professional Services:	

Subtotal of 1-11 Above: _____

12. Contingency _____ % of Subtotal of 1-11 Above _____

Subtotal Contingency: _____

Estimated Closing Cost Subtotal: _____

Description	Total Cost
13. Site Specific Costs	
Mobilization	_____
Waste Tire Facility	_____
Materials Recovery Facility	_____
Special Wastes	_____
Leachate Management System Modification	_____
Other (explain) _____	_____
_____ Subtotal Site Specific Costs:	_____

TOTAL ESTIMATED CLOSING COSTS ($): _____

V. ANNUAL COST FOR LONG-TERM CARE

See 62-701.600(1)a.1., 62-701.620(1), 62-701.630(3)a. and 62-701.730(11)b. F.A.C. for required term length. For landfills certified closed and Department accepted, enter the remaining long-term care length as "Other" and provide years remaining.

(Check Term Length) ☐ 5 Years ☐ 20 Years ☐ 30 Years ☐ Other, ___ Years

Notes: 1. Cost estimates must be certified by a professional engineer.

2. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

3. In some cases, a price quote in support of individual item estimates may be required.

All items must be addressed. Attach a detailed explanation for all entries left blank.

Description	Sampling Frequency (Events / Year)	Number of Wells	(Cost / Well) / Event	Annual Cost
1. Groundwater Monitoring [62-701.510(6), and (8)(a)]				
Monthly	12	____	____	____
Quarterly	4	____	____	____
Semi-Annually	2	____	____	____
Annually	1	____	____	____
			Subtotal Groundwater Monitoring:	____
2. Surface Water Monitoring [62-701.510(4), and (8)(b)]				
Monthly	12	____	____	____
Quarterly	4	____	____	____
Semi-Annually	2	____	____	____
Annually	1	____	____	____
			Subtotal Surface Water Monitoring:	____
3. Gas Monitoring [62-701.400(10)]				
Monthly	12	____	____	____
Quarterly	4	____	____	____
Semi-Annually	2	____	____	____
Annually	1	____	____	____
			Subtotal Gas Monitoring:	____
4. Leachate Monitoring [62-701.510(5), (6)(b) and 62-701.510(8)c]				
Monthly	12	____	____	____
Quarterly	4	____	____	____
Semi-Annually	2	____	____	____
Annually	1	____	____	____
Other (explain) ____	____	____	____	____
____			Subtotal Leachate Monitoring:	____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
5. Leachate Collection/Treatment Systems Maintenance				
Maintenance				
Collection Pipes	LF	____	____	____
Sumps, Traps	EA	____	____	____
Lift Stations	EA	____	____	____
Cleaning	LS	1	____	____
Tanks	EA	____	____	____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
5. (continued)				
Impoundments				
Liner Repair	SY	____	____	____
Sludge Removal	CY	____	____	____
Aeration Systems				
Floating Aerators	EA	____	____	____
Spray Aerators	EA	____	____	____
Disposal				
Off-site (Includes transportation and disposal)	1000 gallon	____	____	____
		Subtotal Leachate Collection / Treatment Systems Maintenance:		____
6. Groundwater Monitoring Well Maintenance				
Monitoring Wells	LF	____	____	____
Replacement	EA	____	____	____
Abandonment	EA	____	____	____
		Subtotal Groundwater Monitoring Well Maintenance:		____
7. Gas System Maintenance				
Piping, Vents	LF	____	____	____
Blowers	EA	____	____	____
Flaring Units	EA	____	____	____
Meters, Valves	EA	____	____	____
Compressors	EA	____	____	____
Flame Arrestors	EA	____	____	____
Operation	LS	1	____	____
		Subtotal Gas System Maintenance:		____
8. Landscape Maintenance				
Mowing	AC	____	____	____
Fertilizer	AC	____	____	____
		Subtotal Landscape Maintenance:		____
9. Erosion Control and Cover Maintenance				
Sodding	SY	____	____	____
Regrading	AC	____	____	____
Liner Repair	SY	____	____	____
Clay	CY	____	____	____
		Subtotal Erosion Control and Cover Maintenance:		____
10. Storm Water Management System Maintenance				
Conveyance Maintenance	LS	1	____	____
		Subtotal Storm Water Management System Maintenance:		____
11. Security System Maintenance				
Fences	L6	1	____	____
Gate(s)	EA	____	____	____
Sign(s)	EA	____	____	____
		Subtotal Security System Maintenance:		____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
12. Utilities	LS	1		
			Subtotal Utilities:	
13. Leachate Collection/Treatment Systems Operation				
Operation				
P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Materials	LS	1		
	Subtotal Leachate Collection/Treatment Systems Operation:			
14. Administrative				
P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Other				
			Subtotal Administrative:	
			Subtotal of 1-14 Above:	
15. Contingency		% of Subtotal of 1-14 Above		
			Subtotal Contingency:	

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
16. Site Specific Costs				
			Subtotal Site Specific Costs:	
			ANNUAL LONG-TERM CARE COST ($ / YEAR):	
			Number of Years of Long-Term Care:	
			TOTAL LONG-TERM CARE COST ($):	

VI. CERTIFICATION BY ENGINEER

This is to certify that the Cost Estimates pertaining to the engineering features of this solid waste management facility have been examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, the Cost Estimates are a true, correct and complete representation of the financial liabilities for closing and/or long-term care of the facility and comply with the requirements of Rule 62-701.630 F.A.C. and all other Department of Environmental Protection rules, and statutes of the State of Florida. It is understood that the Cost Estimates shall be submitted to the Department annually, revised or adjusted as required by Rule 62-701.630(4), F.A.C.

Signature	Mailing Address
Name and Title (please type)	City, State, Zip Code
Date	E-Mail address (if available)
Florida Registration Number (please affix seal)	Telephone Number

VII. SIGNATURE BY OWNER/OPERATOR

Signature of Applicant	Mailing Address
Name and Title (please type)	City, State, Zip Code
E-Mail address (if available)	Telephone Number

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
261	3161	Trips	361	358	126	499	512	378	362	285	2,991
261	3161	Percent	12.5	12.4	4.4	17.3	17.8	13.1	12.6	9.9	
262	3162	Trips	719	606	289	1,008	1,004	692	603	665	5,701
262	3162	Percent	12.9	10.9	5.2	18.0	18.0	12.4	10.8	11.9	
263	3163	Trips	318	259	143	426	380	259	209	291	2,308
263	3163	Percent	13.9	11.3	6.2	18.7	16.6	11.4	9.2	12.7	
264	3164	Trips	662	465	225	799	825	630	458	580	4,769
264	3164	Percent	14.3	10.0	4.9	17.2	17.8	13.6	9.9	12.5	
265	3165	Trips	660	460	300	877	693	577	443	594	4,654
265	3165	Percent	14.4	10.0	6.5	19.0	15.1	12.5	9.6	12.9	
266	3166	Trips	408	243	267	474	501	434	331	479	3,183
266	3166	Percent	13.0	7.8	8.5	15.1	16.0	13.9	10.6	15.3	
267	3167	Trips	250	146	107	231	189	232	126	136	1,425
267	3167	Percent	17.6	10.3	7.6	16.3	13.3	16.4	8.9	9.6	
268	3168	Trips	175	131	91	171	187	202	130	90	1,193
268	3168	Percent	14.8	11.2	7.8	14.6	15.9	17.2	11.0	7.6	
269	3169	Trips	873	542	410	748	1,066	584	469	724	5,512
269	3169	Percent	16.1	10.0	7.6	13.8	19.7	10.8	8.7	13.4	
270	3170	Trips	3,789	1,163	487	509	811	745	787	2,881	11,224
270	3170	Percent	33.9	10.4	4.4	4.6	7.3	6.7	7.0	25.8	
271	3171	Trips	441	400	148	495	522	329	360	384	3,089
271	3171	Percent	14.3	13.0	4.8	16.1	17.0	10.7	11.7	12.5	
272	3172	Trips	578	579	246	637	658	518	390	481	4,261
272	3172	Percent	14.2	14.2	6.0	15.6	16.1	12.7	9.6	11.8	
273	3173	Trips	422	455	171	414	491	323	212	359	2,941
273	3173	Percent	14.8	16.0	6.0	14.5	17.3	11.3	7.5	12.6	
274	3174	Trips	211	199	106	231	262	179	145	143	1,484
274	3174	Percent	14.3	13.5	7.2	15.6	17.7	12.2	9.8	9.7	
275	3175	Trips	896	834	417	867	1,015	627	461	587	5,790
275	3175	Percent	15.7	14.6	7.3	15.2	17.8	11.0	8.1	10.3	
276	3176	Trips	582	590	463	858	883	428	401	446	4,694
276	3176	Percent	12.5	12.7	10.0	18.5	19.0	9.2	8.6	9.6	
277	3177	Trips	171	152	91	274	254	159	123	146	1,370
277	3177	Percent	12.5	11.1	6.7	20.0	18.6	11.6	9.0	10.6	
278	3178	Trips	386	262	162	342	523	316	244	242	2,524
278	3178	Percent	15.6	10.6	6.6	13.8	21.1	12.8	9.9	9.8	
279	3179	Trips	234	200	169	260	354	204	178	204	1,836
279	3179	Percent	13.0	11.1	9.4	14.4	19.6	11.3	9.9	11.3	
280	3180	Trips	165	170	98	209	234	190	126	130	1,350
280	3180	Percent	12.5	12.9	7.4	15.8	17.7	14.4	9.5	9.9	
281	3181	Trips	638	449	369	850	937	562	304	432	4,701
281	3181	Percent	14.0	9.9	8.1	18.7	20.7	12.4	6.7	9.5	
282	3182	Trips	289	177	177	366	413	242	167	200	2,056
282	3182	Percent	14.2	8.7	8.7	18.0	20.3	11.9	8.2	9.9	
283	3183	Trips	232	274	182	558	353	372	189	254	2,488
283	3183	Percent	9.6	11.4	7.6	23.1	14.6	15.4	7.8	10.5	
284	3184	Trips	309	229	215	523	364	292	261	216	2,463
284	3184	Percent	12.8	9.5	8.9	21.7	15.1	12.1	10.8	9.0	
285	3185	Trips	171	150	119	252	179	111	120	194	1,347
285	3185	Percent	13.2	11.6	9.2	19.5	13.8	8.6	9.3	15.0	
286	3186	Trips	498	498	325	896	752	506	353	523	4,417
286	3186	Percent	11.5	11.4	7.5	20.6	17.3	11.6	8.1	12.0	

Memorandum

TO: John E. Pate, City Manager

FROM: Gregory Gay, PCD Director
Gerald Lee, Zoning Official/Planner
Corion DeLaine, City Planner

DATE: May 5th, 2021

RE: 3805 NW 132 Street, LLC: Commission Inquiries

Per the inquiries from the City Commission regarding the C&D Processing facility at 3805 NW 132nd Street, here are PCD Staff findings provided by the developer/business operator.

. **FOR SITE PLAN:**

1. **Stormwater drainage system:** There is an existing City of Opa-locka approved stormwater drainage system installed at the site.
   During the DERM permitting process, additional stormwater drains shall be added if the calculations require them.
   There is no retention pond on-site.

2. **Traffic Study:** A traffic study of the proposed C&D MRF facility shall be conducted and the report shall be submitted to the City of Opa-locka. The study is expected to take a week. Approximately 95% of the incoming vehicles is expected to be 10 cubic-yard trucks bearing C&D materials and only 5% is expected to be 100 cubic-yard trucks. The current capacity of the site is 50 x 100 cubic-yard trucks. When the C&D facility is operational, the capacity shall be sufficient to handle all incoming trucks.

FOR DA:

3. **Employment Opportunities for Opa-locka residents:** The number of new hires is projected to be 5. Depending on the various job descriptions and skills needed for each job, preference shall be given to the City residents.

4. **Environmental Protection and long term impact:** The basic environmental issues for any facility are impacts to air, soil, groundwater and surface water.

   Air: The C&D operations shall be performed in an enclosed building and dust control shall be implemented using dust suppression units. These units shall spray a fine mist of water over the tipping and process areas inside the building. No material shall be stored, handled or loaded outside the enclosed building. Delivery vehicles shall not be allowed to remove tarps until prior to tipping inside the building. The site shall remain paved so that vehicle movements shall not generate dust.

   Groundwater and Soil: The C&D operations shall be conducted inside a building and the demolition materials shall not be in contact with open ground. The type of C&D materials accepted by the facility is dry in nature with zero or negligible moisture content and will not runoff outside the enclosed building. No material shall be stored, handled or loaded outside the enclosed building. Delivery vehicles shall not be allowed to remove tarps until prior to tipping inside the building. The site shall remain paved so that the soil cannot be contaminated by any inadvertent C&D materials.

5. **The DERM** permit shall include the following:

   Boundary Survey
   Site Plan
   Materials Storage/Processing Activities
   Operations Plan
   Contingency/Emergency Plan
   Closure Plan
   Groundwater Monitoring Plan
   Stormwater Management Permit (if needed, since there is a current City approved system)
   Financial Assurance Cost Estimate Form (included as a template attachment)

   *The City can include the highlighted requirements in the DA, for additional reassurance.

Please note that once the DERM permit has been obtained and the facility is operational, DERM inspectors shall be monitoring the activities at the facility for compliance with DERM permit conditions. This is not a grandfathered facility; a new facility is subject to all applicable codes of Miami-Dade County.

END OF MEMORANDUM

New Development For:

3805 NW 132 Street, LLC

3805 NW 132nd Street
Opa Locka, FL 33054

LOG OF DRAWINGS

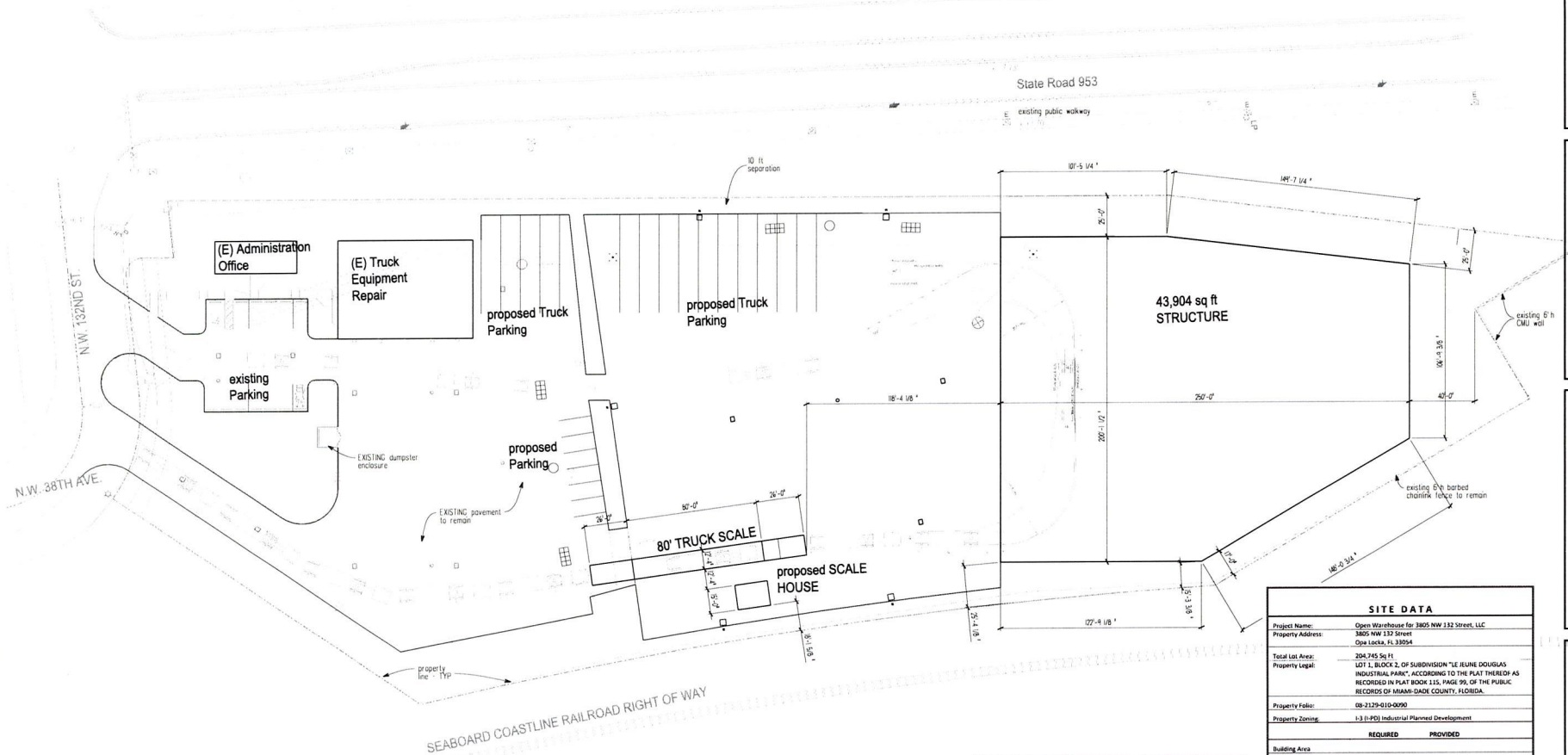
G-1	Cover Sheet
C-1	Site Plan
C-2	Paving and Drainage Details
L-1	Landscape Layout

robert j lara
Architecture
Management
Design
8450 sw 201 street
miami, florida 33189
754.264.4773
AIA
NCARB

Vicinity Map

Robert Jerry Lara
registration no. AR92824
State of Florida

G-1



General Note: Any errors, ambiguities, and omissions in drawings and specifications shall be reported to the architect for corrections before any part of the work is started. Unless expressly stipulated, no additional allowance will be made in the contract and/or manufacturer's favor or by virtue of errors, ambiguities and/or omissions which should have been discovered during the preparation of the bid estimate and directed to our attention in a timely manner.

DO NOT SCALE DRAWINGS.
Use figured dimensions only. Contractor shall verify all dimensions and conditions. In the event of a conflict, notify the Designer before proceeding with the work.

The Design and Drawings for this project are the property of the Architect and are protected under the Copyright Protection Act.

ARCHITECT

robert j lara
Architecture
Management
Design

8450 sw 201 street
cutler bay, florida 33189
754.264.4773
r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

3805 NW 132 Street, LLC

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

REVISIONS

NO.	DATE	DESCRIPTION
A	08.04.19	Client Review
B	09.26.19	Client Review
C	11.22.19	Zoning Submittal
D	06.21.20	Zoning Comments

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS AND PERMITS ARE ATTAINED.

SHEET NUMBER
C-1

SITE DATA

Project Name:	Open Warehouse for 3805 NW 132 Street, LLC
Property Address:	3805 NW 132 Street Opa Locka, FL 33054
Total Lot Area:	204,745 Sq Ft
Property Legal:	LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
Property Folio:	08-2129-010-0090
Property Zoning:	I-3 (I-PD) Industrial Planned Development

	REQUIRED	PROVIDED	
Building Area			
- Existing Office		1,000 S.F.	
- Existing Warehouse		4,956 S.F.	
- New Scale House		300 S.F.	
- New Warehouse		43,904 S.F.	
TOTAL Building Area:		**50,160 S.F.**	**24.5%**
Total Green Space / Open Space (pervious):	20% Min	51,501 S.F.	25.2%
Total parking lot and drives (impervious):	75% Max	103,084 S.F.	50.3%
Total Lot Area:	20,000 S.F. min	204,745 S.F.	100.0%

Building Setbacks of Proposed Buildings	REQUIRED	PROVIDED for Warehouse	PROVIDED for Scale House
Front	25'-0"	525'-0"	375'-5"
Side Street	0'-0"	25'-0"	235'-9"
Side w/o public alley	0'-0"	15'-3"	18'-2"
Rear	25'-0"	40'-0"	463'-1"
Building Height			
- New Warehouse - New Scale House	3 stories or 45'-0" MAX	45'-0"	12'-0"

PARKING DATA

Project Name: Property Address:	Open Warehouse for 3805 NW 132 Street, LLC 3805 NW 132 Street Opa Locka, FL 33054
Total Lot Area:	204,745 Sq Ft
Property Zoning:	I-3 (I-PD) Industrial Planned Development

	REQUIRED PARKING	AREA	REQUIRED COUNT
Parking Calculation			
- Existing Office	1 per 400	1,000 S.F.	2.50
- Existing Warehouse	1 per 2500	4,956 S.F.	1.98
- New Scale House	1 per 400	300 S.F.	0.75
- New Warehouse	1 per 2500	43,904 S.F.	17.56
TOTAL:		50,160 S.F.	**22.79**
		TOTAL PARKING PROVIDED:	**25**
ADA space Requirement - 1/25 spaces=	1	ADA Spaces Provided:	1

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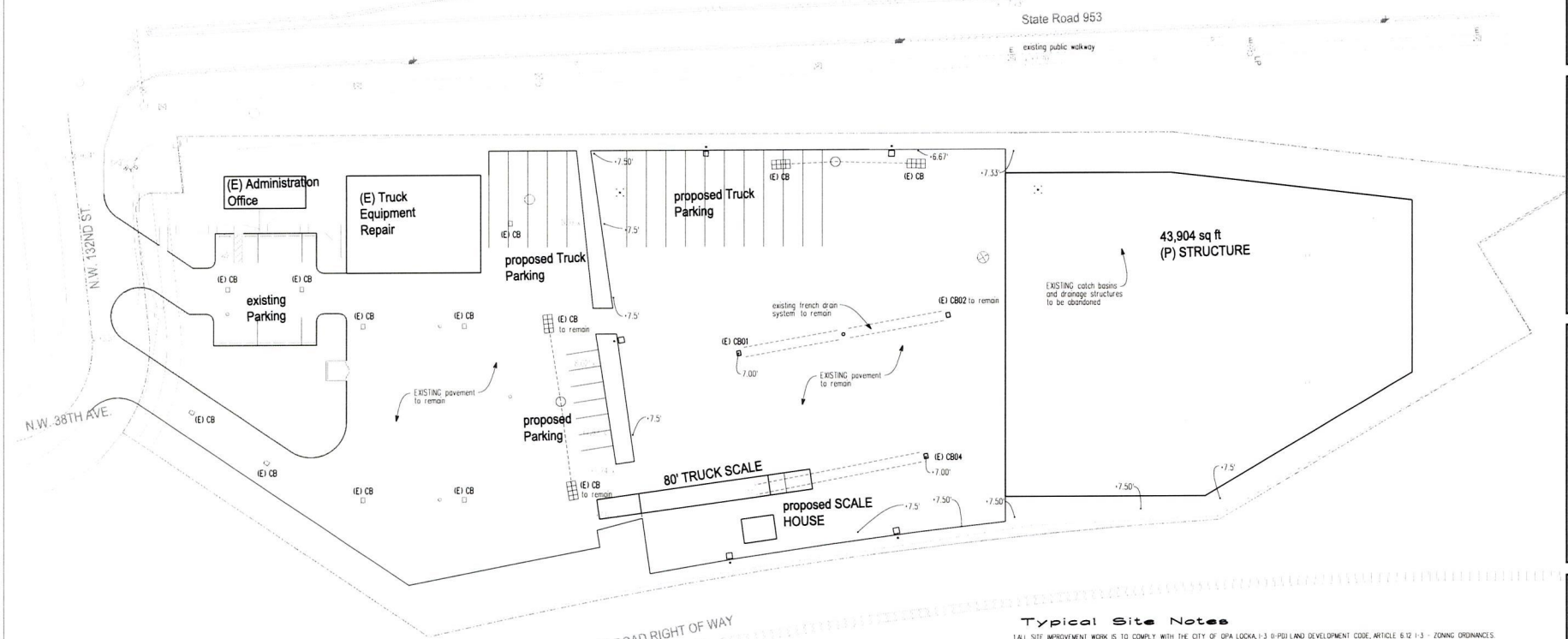
Site Plan

scale: 1" = 30'-0"

0 15' 30' 60' 90'



Typical Site Notes

1.ALL SITE IMPROVEMENT WORK IS TO COMPLY WITH THE CITY OF OPA LOCKA, I-3 (I-PD) LAND DEVELOPMENT CODE, ARTICLE 6.12 I-3 - ZONING ORDINANCES.

2.HANDICAP PARKING TO COMPLY WITH FLORIDA ACCESSIBILITY CODE AND FLORIDA STATUTE (F.S.) 553.5041, ENTITLED PARKING SPACES FOR PERSONS WHO HAVE DISABILITES. THE NUMBER OF ACCESSIBLE PARKING SPACES MUST COMPLY WITH THE REQUIREMENTS IN ADA ACCESSIBILITY GUIDELINES 4.1 (ADAAG)

3.SITE PREPARATION:
- REFER TO SHEET T0.02 DIVISION 02 - EXISTING CONDITIONS (SITEWORK) FOR ADDITIONAL SITE PREPARATION AND GRADING INFORMATION.

4.UTILITY:
- WATER AND SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL CODES AND SPECIFICATIONS.
- THE CONTRACTOR SHALL PAY ALL FEES AND OBTAIN ALL PERMITS.
- ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED ON TOPOGRAPHIC SURVEYS AND RECORD DRAWINGS FROM THE OWNER. ADDITIONAL UTILITIES MAY BE PRESENT. SHOULD UNCHARTED UTILITIES BE ENCOUNTERED DURING EXCAVATION OPERATIONS THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE FOR INSTRUCTIONS.
- CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES INCLUDING IRRIGATION. TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN. REPAIR DAMAGE ACCORDING TO LOCAL STANDARDS AND AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION FOR ALL UTILITY LINES SO THAT WATER LINES AND UNDERGROUND ELECTRIC DO NOT CONFLICT WITH SANITARY SEWERS OR STORM SEWERS. INSTALL UTILITIES PRIOR TO FINAL PAVEMENT CONSTRUCTION.
- BACKFILL UTILITY TRENCHES UNDER PAVEMENT AREAS WITH CRUSHED STONE OR GRAVEL. BACKFILL UTILITY TRENCHES IN LAWN AREAS WITH SATISFACTORY FILL MATERIAL COMPACTED TO AT LEAST 95% OF MAXIMUM PER ASTM D698.

4.GRADING:
- NO TREES SHALL BE REMOVED NOR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES AND ONLY AS APPROVED BY THE ARCHITECT/ENGINEER.
- IT IS THE OWNER'S INTENT TO PRESERVE ALL OF THE EXISTING SITE VEGETATION OUTSIDE THE LIMITS OF GRADING.
- TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS TO A MINIMUM DEPTH OF 6 INCHES. MAKE STOCKPILES FREE DRAINING AND PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES.
- THE CONTRACTOR SHALL PROTECT ALL TREES DESIGNATED TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE/STORE MATERIALS, WITHIN THE DRIPLINES OF TREES.
- EXISTING MANHOLE CASTINGS TO REMAIN SHALL BE RESET TO MATCH NEW GRADE.
MAXIMUM SLOPES IN ALL DIRECTIONS OF ACCESSIBLE PARKING SPACES/ASLES SHALL BE 2%.
- EARTHWORK FILL SHALL INCLUDE STRIPPING TOPSOIL AND PLACING ENGINEERED FILL IN MAXIMUM 8" COMPACTED LIFTS WITH DENSITY OF 98% OF MAXIMUM PER ASTM D698.

5.PAVING:
- THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INVERTS IN THE FIELD AND REPORT ALL DISCREPANCIES TO THE ARCHITECT/ENGINEER PRIOR TO BEGINNING WORK.
- PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT. FIELD ADJUSTMENT OF FINAL GRADES MAY BE NECESSARY. INSTALL ALL UTILITIES AND IRRIGATION SLEEVES PRIOR TO INSTALLATION OF PAVEMENT.
- CONCRETE WALKS AND PADS SHALL HAVE A BROOM FINISH ALL CONCRETE TO BE MINIMUM 3000 PSI COMPRESSIVE STRENGTH UNLESS OTHERWISE NOTED. CURB RAMPS, SIDEWALK SLOPES, AND DRIVEWAY RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL CURRENT LOCAL REQUIREMENTS. IF APPLICABLE, THE CONTRACTOR SHALL REQUEST INSPECTION OF SIDEWALK AND RAMP FORMS PRIOR TO PLACEMENT OF CONCRETE.
- ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN RESULTING FROM NEW CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIALS AT CONTRACTOR'S EXPENSE.
- DIMENSIONS ARE TO THE FACE OF CURB, EXPOSED FACE OF WALL, EDGE OF CONCRETE OR TO THE FACE OF BUILDING, UNLESS OTHERWISE NOTED

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Storm Water Drainage

scale: 1" = 30'-0"

0 15' 30' 60' 90'

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A/E FIRM

robert j lara
Architecture Management Design
8450 sw 201 street
cutler bay, florida 33189
754.264.4773
r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

3805 NW 132 Street, LLC

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

REVISIONS

NO.	DATE	DESCRIPTION
A	08.04.19	Client Review
B	09.26.19	Client Review
C	11.02.19	Zoning Submittal
D	06.21.20	Zoning Comments

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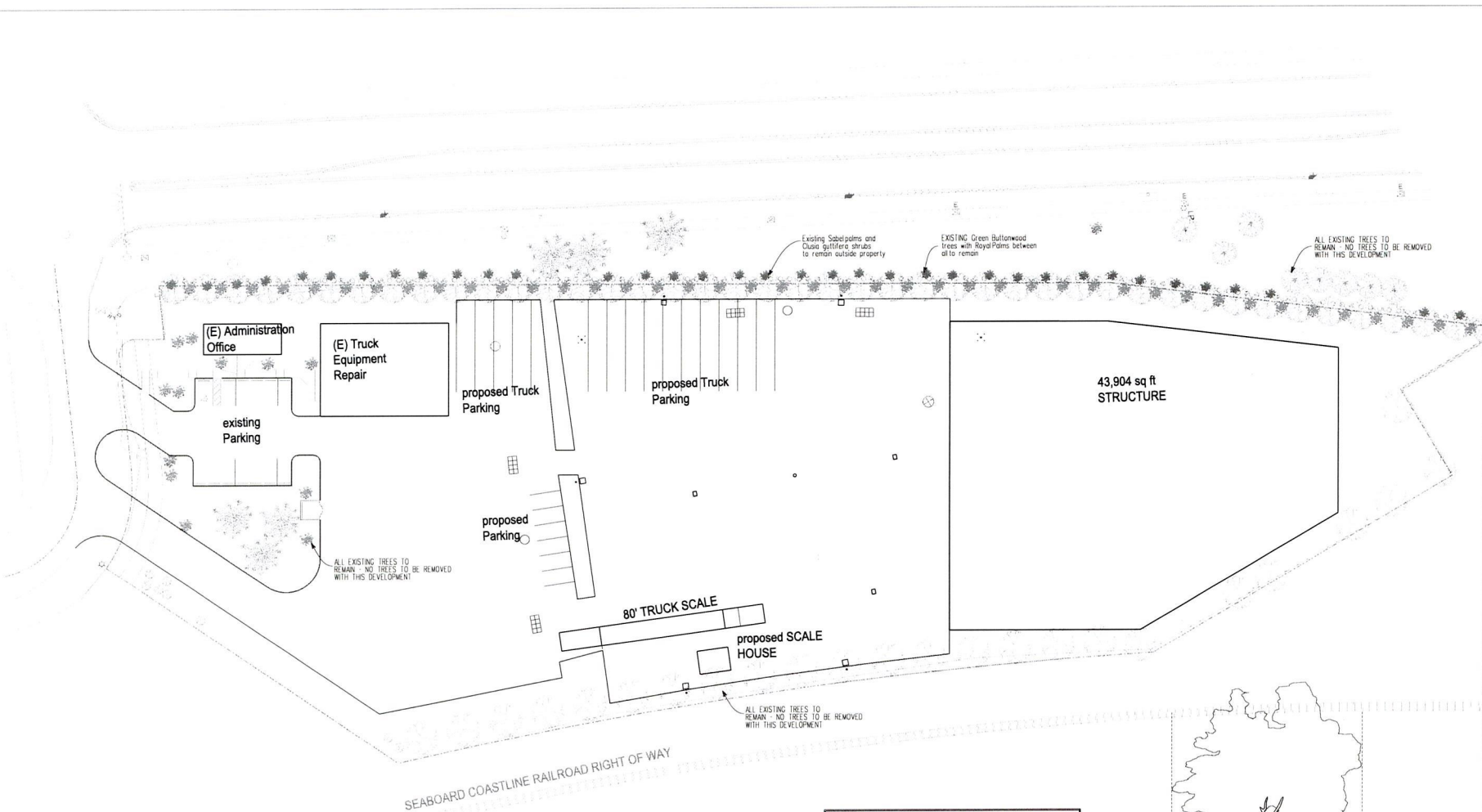
SHEET NUMBER

C-2



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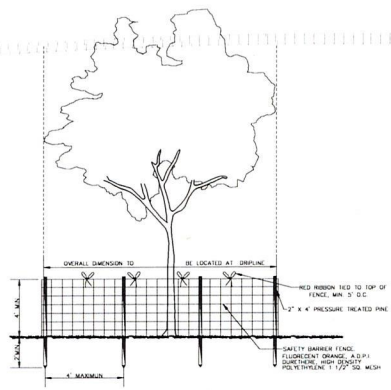
SHEET NUMBER
L-1

LANDSCAPE DATA

Project Name:	Open Warehouse for 3805 NW 132 Street, LLC		
Property Address:	3805 NW 132 Street Opa Locka, FL 33054		
Total Lot Area.	204,745 Sq Ft	4.70 AC	
Property Zoning:	I-3 (I-PD) Industrial Planned Development		
	REQUIRED		PROVIDED
Tree Calculation			
- Trees Required per net acre	1 per 15#	70.50	
- Existing Trees on site			70
- Existing Palms on site	2 palms = 1 tree		31
TOTAL TREES		70.50	101



NOTE: BARRIER TO FORM CONTINUOUS FROM AROUND THE TREE OR GROUP OF TREES. SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN.

Tree Protection Detail
No Scale

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Landscape Layout
scale: 1" = 30'-0"
0 15' 30' 60' 90'

Sponsored by: City Manager

RESOLUTION NO. 21-9868

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND 3805 NW 132 STREET, LLC. FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, 3805 NW 132 Street, LLC ("Applicant"), owner of the subject property located at 3805 NW 132nd Street, Opa-Locka, Florida 33054, requests development agreement approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property; and

WHEREAS, 3805 NW 132 Street, LLC ("Applicant") presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on November 17, 2020 and the Planning & Zoning Board recommended approval of the Development Agreement for the Site Plan by a 4 to 1 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue; and

WHEREAS, the 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access; and

WHEREAS, the proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste.

WHEREAS, construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

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

SECTION 1. RECITALS.
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL.
Approval of Development Agreement. The City Commission of the City of Opa-Locka hereby approves the request for the development agreement approval for the construction and operation of a construction and demolition waste processing facility on the property located at 3805 NW 132 Street identified by folio 08-2129-010-0090, in the I-3 zoning district, by 3805 NW 132 Street, LLC.

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

SECTION 4. EFFECTIVE DATE.
This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances, the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this 26th day of May, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Candice Cafff, ESQ. FOR
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Burke

Seconded by: Commissioner Davis

VOTE:	3-2
Commissioner Taylor	YES
Commissioner Burke	NO
Commissioner Davis	YES
Vice-Mayor Williams	NO
Mayor Pigatt	YES

City of Opa-Locka
Agenda Cover Memo

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

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant requests final site plan review and approval in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198

square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue

BACKGROUND

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Proposed Action:

Staff recommend approval of this Development Agreement pending the following other approvals:

- A Development Agreement must be submitted along with this Construction and Demolition (C & D) Material Resource Facility (MRF) Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;

- Compliance with resolution 5058, fare share agreement;

- Extend employment opportunity to City residents through the City's Human Resource dept. and the Opa-locka workforce;

- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Construction and Demolition (C & D) Material Resource Facility

(MRF) site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;

- The Development Agreement (D.A.) shall specifically address the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commissioner for this proposed Construction and Demolition (C & D) Material Resource Facility (MRF) site plan;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

Development Agreement
Development Agreement Staff Report
DA Resolution 11-17-20

Record and Return to: (enclose self-addressed stamped envelope)

De Leon, Armando
2690 W. 72 Street
Hialeah, FL 33016

This Instrument Prepared by:
Law Offices of Burnadette Norris-Weeks, P.A.
City Attorney, City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA; AND 3805 NW 132ND STREET, LLC.

PROJECT NAME: Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material.

PROJECT OWNER: 3805 NW 132 Street, LLC.

THIS DEVELOPMENT AGREEMENT ("Agreement ") is made and entered into as of this _____ day of _____, 2021 ("Execution Date") by and between Developer (the "Owner "), with the address of 2690 W 72nd Street. Hialeah, FL 33016 and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City") with a mailing address of 780 Fisherman Street, Opa-Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 4.7 acres of land located 3805 NW 132nd Street, Opa-Locka FL 33054 within the municipal boundaries of the City and identified by Miami -Dade County Tax Folio Nos. (08-2129 -010-0090) (the "Property "), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City's Commission adopted Resolution Number 21-9867 approving a Master Site Plan lot the Proposed Development type which includes an approximately 43,904 square foot office building, as well as approximately 20 surface parking spaces; and

WHEREAS, according to Sections 163.3220 through 163.3243. F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No. 21-9868, adopted on, May 26, 2021, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and listed below, and the Owner have authorized the Owner/Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner and City agrees to as follows:

1. **Recitals.** The foregoing recitals arc true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed apart hereof.

2. **Consideration**. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

3. **Definitions.**

   (a) "Additional Term" means anyone, or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.

   (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.

   (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.

   (d) "Comprehensive Plan means the plan adopted by the City pursuant to Chapter 163, F.S.

   (e) "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement. 3805 NW 132 Street, LLC., with the address of 3805 NW 132nd Street, Opa-Locka, FL, 33054 and/or any of its respective successors, assigns, or heirs thereof.

(f) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

(g) "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

(h) "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County, Florida.

(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 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.

(I) "Final Site Plan" means the Site Plan approved by the City Commission via Resolution No. 21-9867 for the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Project at 3805 NW 132nd Street, Opa-Locka, FL 33054.

(m) "Governing Body" means the City of Opa-Locka's City Commission.

(n) "Initial Term" is thirty (30) years commencing on the Effective Date.

(o) "Land" means the earth, water, and air, above, below, or on the surface and Includes any improvements or structures customarily regarded as land, except as provided herein.

(p) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

(q) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective

Date, including Opa-Locka's Land Development Regulation Code, the Ordinance Number 15-31.

(r) "Parties" means the City and the Owner.

(s) "Project" is the Materials Recovery Facility (MRF), Construction & Demolition. (C&D), Wood Vegetation Material Project at 3805 NW 132nd Street, Opa-Locka, FL 33054 as described in the plans prepared by Robert J Lara A/E Firm and dated October 14, 2020, which proposes the development of an approximately 43,904 square foot building and 20 parking spaces with related employee and guest parking.

(t) "Property" means the approximately 4.7 acres of land located on 3805 NW 132nd Street, Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami -Dade County Tax Folio Nos. 08-2129-010-0090 the legal description of which is attached hereto and made a part hereof as Exhibit "A."

(u) "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

(v) "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Numbers 21-9867 and 21-9868 approving the Site Plan and Development Agreement of the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Project at 3805 NW 132nd Street, Opa-Locka, FL 33054.

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, Ordinance 15-31, 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, F.S., the City and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6. **Term of Agreement and Binding Effect**. This Agreement shall run with the land. remain in full force and effect and be binding on all Parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225. F.S. Consent to any extension of this Agreement requires approval of both parties to this Agreement. No notice of termination shall he 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 he required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. **Expiration / Termination / Default.** Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Zoning Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, equitable estoppel or otherwise.

9. **Development Conditions**. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

   (a) All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the City in accordance with Miami-Dade County permitting requirements.

   (b) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.

   (c) All signage shall comply with all city sign code ordinance requirements.

   (d) Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan at 3805 NW 132nd Street, Opa-Locka, FL 33054. Such items include, but are not specifically limited to:

- Design of all physical structures, water bodies, private and public improvements and
- The color and dimensional characteristics of all building materials.
- All landscaping, bay loading, and parking spaces must be provided and maintained as shown on the site plan.

(e) Owner guarantees to preserve and maintain all buildings and structures consistent with the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns the land or controls at least 51% ownership of the Property or controls a least 10% of any entity to which this agreement has been assigned, sold, or otherwise transferred. Any new owner must abide by the terms of this agreement until January, 2051.

(f) Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution. [NOTE: City to provide Owner with forms of annual reports and any additional documentation that will he required.]

(g) The Owner will not physically alter or substitute the design of structures, materials and colors included in the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.

(h) Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.

(i) The Owner and his assigns have agreed that no person shall sleep, camp, or lodge on the property at any time.

(j) Owner agrees to employ Opa-Locka residents through the assistance of the CareerSource South Florida Office (or other similar organization as determined by City) and shall also encourage all contractors and all their subcontractors to employ Opa-Locka residents through the assistance of the CareerSource South Florida office in coordination with the City of Opa-Locka and in accordance with the Memorandum of Understanding between the City of Opa-Locka and CareerSource. In conjunction with CareerSource South Florida Office, Owner shall submit a hiring plan to the City as to the number of employees anticipated to be hired as well as the positions and shall notify the City when the job fairs will take place. [NOTE: City to provide Owner with a copy of the referenced Memorandum of Understanding and any additional documentation regarding this requirement.]

(k) Owner agrees:

(1) To host job fairs before and during the construction phase of this development for construction jobs;

(2) To encourage any tenants of the Project to host job fairs after construction for building (business) operation jobs:

(l) All trash and garbage containers shall comply with all city dumpster enclosure requirements.

(m) The following timelines shall be complied with by Owner, 3805 NW 132 Street, LLC. 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.

(n) The parties acknowledge that there is an existing stormwater drainage system on the property. Owner agrees that during the DERM permitting process, if additional stormwater drains are deemed necessary due to calculations or otherwise, Owner agrees to install additional stormwater drains.

(o) Traffic Study: The parties agree to accept the findings and the conclusion of the "Recycling Facility at Opa-Locka Level 1 Traffic Study" for 3805 NW 132nd Street, Opa-Locka, Florida, prepared and provided by Richard Garcia & Associates. Inc. on May 17, 2021.

(p) Dust Control: The parties agree that C&D operations shall be performed in an enclosed building and follow dust control measures to include: spraying a fine mist of water over the tipping and process areas inside of the building. Further, no material shall be stored, handled or loaded outside the enclosed building and delivery vehicles shall not be allowed to remove tarps until prior to tipping inside the building. The site shall remain paved so that vehicle movements shall not generate dust.

(q) Groundwater and Soil: Owner agrees that C&D operations shall be conducted inside a building and that the demolition materials shall not come in contact with open ground. The type of C&D materials accepted

by the facility shall be dry in nature with zero or negligible moisture content and will not runoff outside the enclosed building. No material shall be stored, handled or loaded outside of the enclosed building. Owner further agrees that delivery vehicles shall not be allowed to remove tarps until prior to tipping inside the building. The site shall remain paved so that the soil cannot be contaminated by any inadvertent C&D materials.

(q) Owner shall show proof of and all compliance with DERM requirements.

10. **Development Permits.** In accordance with Section 163.3227(I). F.S., the City needs to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

(a) Site plan approvals;

(b) Modifications to existing approvals and permits, including the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan.

(c) Water, sewer, paving, and drainage permits:

(d) Building permits:

(e) Sign permits;

(f) Certificates of use and occupancy; and

(g) Any other official action of the City and/or Miami-Dade County. Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.

(h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this property or any other property owned by 3805 NW 132 Street, LLC.

(i) All currently non-compliant physical structures or vehicles if applicable shall be removed prior to the execution of this agreement.

11. **Public Services and Facilities; Concurrency**. In accordance with Section 163 3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami—Dade County, the City, and/or as contemplated in Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan. The Property and the Project will also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of

concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

12. **Consistency with Comprehensive Plan**. In accordance with Section 163.3227(g), F.S., the City hereby finds and declares that the Owner's development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

13. **Reservation of Development Rights**. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the Entire Term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation alter the Effective Date and during the Entire Term of this Agreement, except to the extent that the Owners consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this agreement being terminated or having expired.

14. **Zoning and Other Approvals**. The Parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

15. **Necessity of Complying, with Local Regulations Relative to Development Permits**. In accordance with Section 163.3227(i). F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence Development. The Owner and the City agree that the failure of this Agreement to

address a particular permit, condition. fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve the Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

16. **Good Faith: Further Assurances**. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the panics 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 he deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi -judicial capacity.

17. **Notices**. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at:	City Manager City of Opa-Locka 780 Fisherman Street Opa-Locka. Florida 33054
With a copy to:	Law Offices of Burnadette Norris-Weeks, P.A. City Attorney City of Opa Locka 780 Fisherman Street Opa-Locka. Florida 33054 And 401 North Avenue of the Arts Ft. Lauderdale. FL 33311
If to the Owner at:	Project Owner: 3805 NW 132 Street, LLC 3805 NW 132nd Street, Opa-Locka, FL 33054

18. **Governing Laws, Construction and Litigation**. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The

Owner and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal km s are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

19. **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.

20. **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.

21. **Indemnification**. The Owner shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising under this Agreement instituted by third parties to the extent arising as a result of the activities of Owner at the Property or in connection with the construction of the Project.

22. **Periodic Review of Agreement**. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____

By: _____

City Manager

Dated: _____day of _____, 2021

Approved for form and legal sufficiency:

City Attorney: Candice Cole, Esq. For Burnadette Norris-Weeks, Esq.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [ ] physical presence [ ] online notarization, this ____day of _____, 2021, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument was Executed).

(Seal)

_____

Signature of Notary Public

Personally Known: _____

OR Produced Identification: _____

_____

Print, Type of Stamp Name of Notary

Type of Identification Produced:

_____

OWNER

Project Name:
Materials Recovery Facility (MRF), Construction & Demolition (C&D), Wood Vegetation Material

Property Owner:

3805 NW 132 Street, LLC.

Property Address:
3805 NW 132nd Street,
Opa-Locka. FL 33054

WITNESSES:

_____

Print Name

_____

Signature

_____

Print Name

_____

Signature

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence [ ] online notarization, this ____day of _____, 2021, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument was Executed).

(Seal)

_____
Signature of Notary Public

Personally Known: _____

OR Produced Identification: _____

_____
Print, Type of Stamp Name of Notary

Type of Identification Produced:

_____

EXHIBIT A- PROPERTY (LEGAL DESCRIPTION)

LOT 1, BLOCK 2 OF "LE JEUNE DOUGLAS INDUSTRIAL PARK" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, AT PAGE 99, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

FOLIO NO: 08-2129-010-0090

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

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

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at https://www.youtube.com/user/CityofOpalocka.

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

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE: Prayer was led by Board Member Tydus and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

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

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

Attorney Hope Calhoun on behalf of the applicant "ADMI USA, INC" came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It's before you now because we have a new client. My client purchased it and just want to make sure it's operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels(verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It's in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: "No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit "A". Board member Mangham second.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to "Exhibit A". Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item "3". Board member Tydus second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:
A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item "4" and Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:
AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes

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?

(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

Level 1 Traffic Study

Recycling Facility at Opa-Locka

3805 NW 132nd Street
Opa-Locka, Florida

Richard Garcia & Associates, Inc.

May 17th, 2021

Engineer's Certification

I, Richard Garcia, P.E. # 54886, certify that I currently hold an active Professional Engineers License in the State of Florida and am competent through education and experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. In addition, the firm Richard Garcia & Associates, Inc. holds a Certificate of Authorization # 9592 in the State of Florida. I further certify that this report was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to the best of my knowledge and ability.

PROJECT DESCRIPTION: Recycling Facility at Opa-Locka - Level 1 Traffic Study

PROJECT LOCATION: 3805 NW 132nd Street Opa-Locka, Florida

RICHARD GARCIA LICENSE No. 54886 STATE OF FLORIDA PROFESSIONAL ENGINEER

5/17/2021

Florida Registration No. 54886 Date

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Appendix 1: Trip Generation
Appendix 2: Trip Distribution & Driveway Trips

Executive Summary

The objective of this report is to evaluate the trip generation associated with the subject project. As such, a trip generation analysis was performed for a typical weekday AM and PM peak hour (i.e. Adjacent Street Traffic). Lastly, this report follows the Miami-Dade County Traffic Impact Study Standard methodology (Level 1).

The subject site is located on the northeast corner of NW 42/37 Avenue Connector and NW 132nd Street in the City of Opa-Locka, Florida. This site currently has a truck equipment repair facility with an administrative office that will remain as part of the proposed project. The proposed project consists of a recycling facility (general light industrial) with 43,904 square feet. This project build-out year is slated for 2022. Moreover, the subject project will maintain the two (2) existing driveways on NW 132nd Street. The east driveway will operate as the entrance while the west driveway will be exit only.

The trip generation analysis was performed consistent with the methodology described in the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition while the trip generation characteristics were obtained from ITE's Trip Generation Manual, 10th Edition. ITE's Land Use 110, as identified by the Institute of Transportation Engineers (ITE), most closely resembles the proposed project. The trip generation analysis was performed for a typical AM and PM peak hour (i.e. Adjacent Street Traffic).

As a result, the trip generation calculations yielded 31 gross external trips (27 trips-in & 4 trips-out) during the AM peak hour and 28 gross external trips (4 trips-in & 24 trips-out) during the PM peak hour. The gross external peak hour trips were distributed consistent with the directional trip distribution percentages for the project's Traffic Analysis Zone (TAZ) 273 as assigned by the Transportation Planning Organization (TPO) on the Miami-Dade Long Range Transportation Plan (2045 LRTP) Directional Trip Distribution Report, September 2019.

In conclusion, the Recycling Facility at Opa-Locka will generate 31 gross external trips during the AM peak hour and 28 gross external trips during the PM peak hour. These gross trips will have a de-minimis traffic impact at the adjacent roadways and therefore, no additional traffic analysis is required or recommended at this time.

Introduction

The purpose of this report is to evaluate the trip generation associated with the proposed commercial center. As such, a trip generation analysis was performed for a typical weekday AM and PM peak hour (i.e. Adjacent Street Traffic). Lastly, this report follows the Miami-Dade County Traffic Impact Study Standard methodology (Level 1).

Project Location / Description

The subject site is located on the northeast corner of NW 42/37 Avenue Connector and NW 132nd Street in the City of Opa-Locka, Florida. This site currently has a truck equipment repair facility with an administrative office that will remain as part of the proposed project. The proposed project consists of a recycling facility (general light industrial) with 43,904 square feet. This project build-out year is slated for 2022.

Moreover, the subject project will maintain the two (2) existing driveways on NW 132nd Street. The east driveway will operate as the entrance while the west driveway will be exit only. Figure 1 depicts the site's location map while Figure 2 is the site plan provided for illustrative purposes only.

Figure 1: Location Map

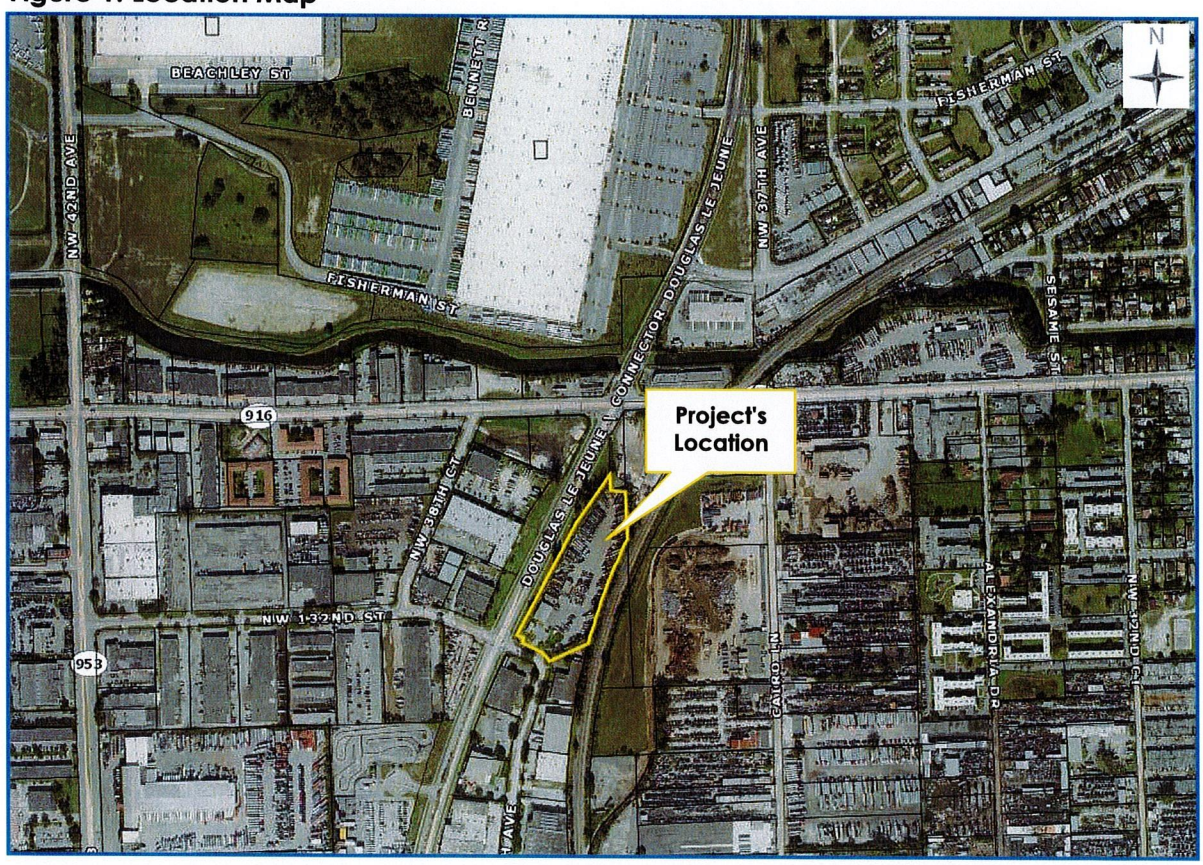
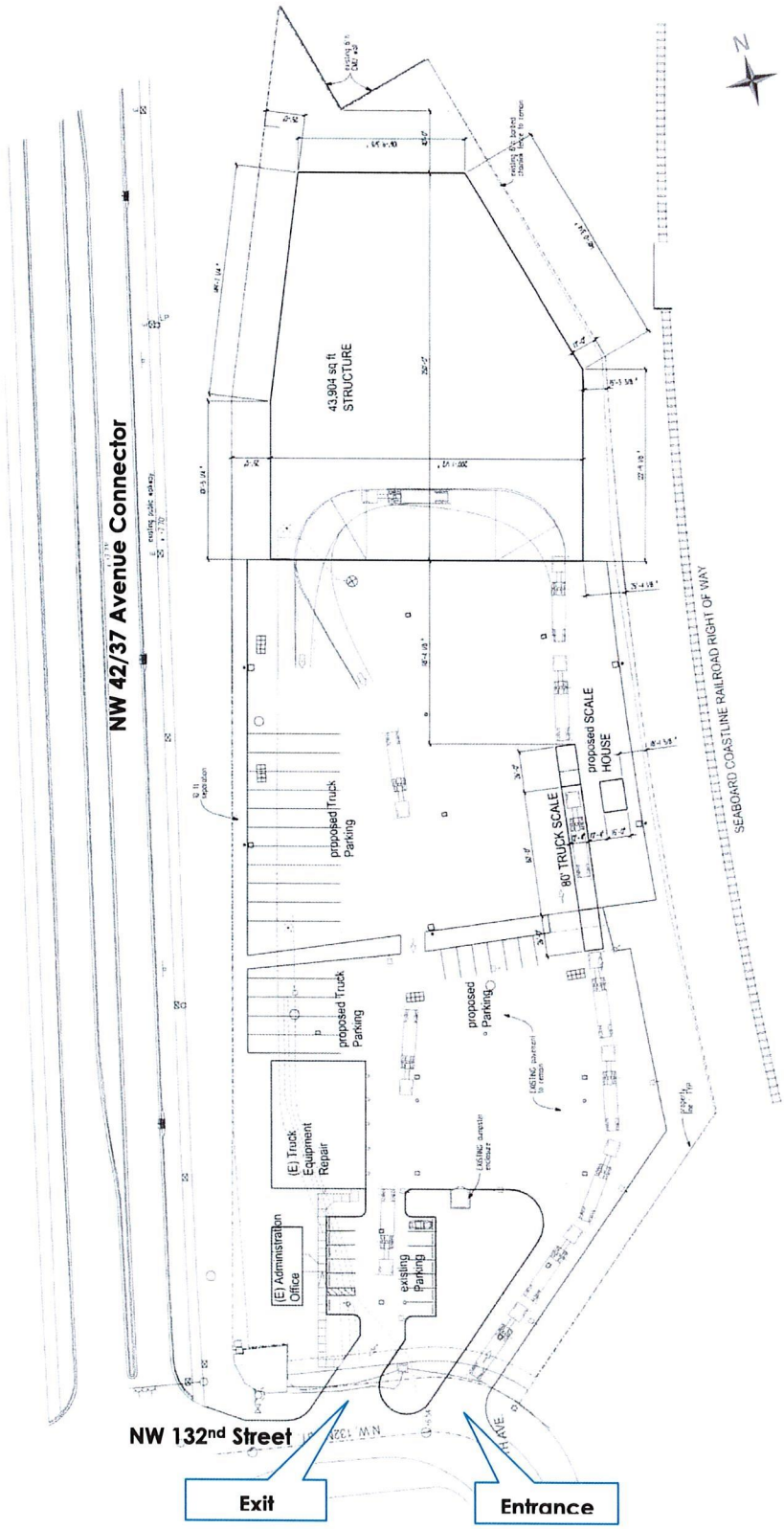


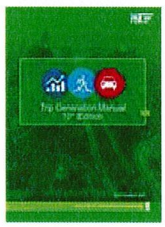
Figure 2: Site Plan



Project Traffic

This section of the report describes the analysis for estimating the trip generation associated with the subject project.

Trip Generation



The trip generation analysis was performed consistent with the methodology described in the *Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition* while the trip generation characteristics were obtained from *ITE's Trip Generation Manual, 10th Edition*. ITE's Land Use 110, as identified by the Institute of Transportation Engineers (ITE), most closely resembles the proposed project. The trip generation analysis was performed for a typical AM and PM peak hour (i.e. Adjacent Street Traffic).

As a result, the trip generation calculations yielded 31 gross external trips (27 trips-in & 4 trips-out) during the AM peak hour and 28 gross external trips (4 trips-in & 24 trips-out) during the PM peak hour. The ITE rates and percentages for the AM and PM peak hour are included in Appendix 1. Tables 1 and 2 summarize the trip generation calculations and results for the AM and PM peak hour, respectively.

Table 1: Trip Generation - AM Peak Hour

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	AM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
Proposed						
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.70	27	4	31
External Trips *(Proposed Site Gross Trips)*				**27**	**4**	**31**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

Table 2: Trip Generation - PM Peak Hour

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	PM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
Proposed						
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.63	4	24	28
External Trips *(Proposed Site Gross Trips)*				**4**	**24**	**28**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

Trip Distribution

The subject project is located within the Traffic Analysis Zone (TAZ) 273 as assigned by the Transportation Planning Organization (TPO) on the Miami-Dade Long Range Transportation Plan (2045 LRTP) Directional Trip Distribution Report, September 2019. As such, the trip distribution was performed consistent with the trip distribution percentages of TAZ 273 and by interpolating between the 2015 and 2045 TAZ data for the design year of 2022. Figure 3 depicts the TAZ map while the directional trip distribution percentages are outlined in Table 3. Appendix 2 contains the supporting documentation.

Figure 3: TAZ Map

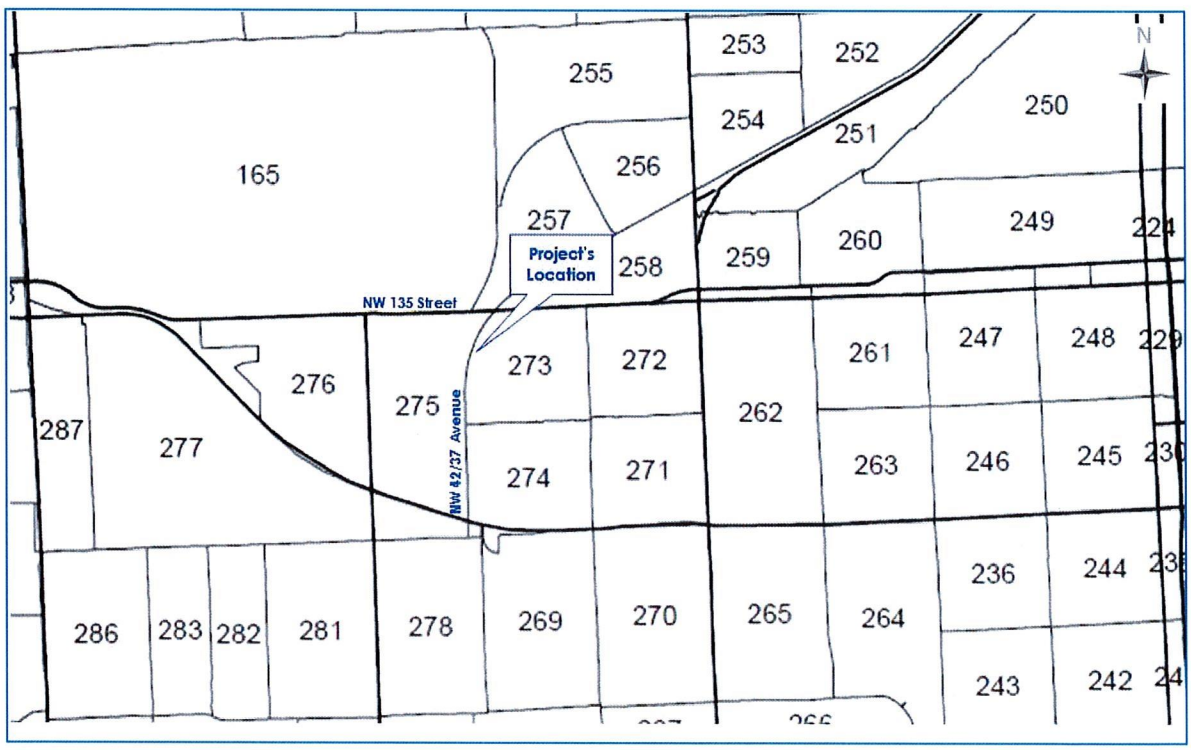


Table 3: Directional Trip Distribution Percentages

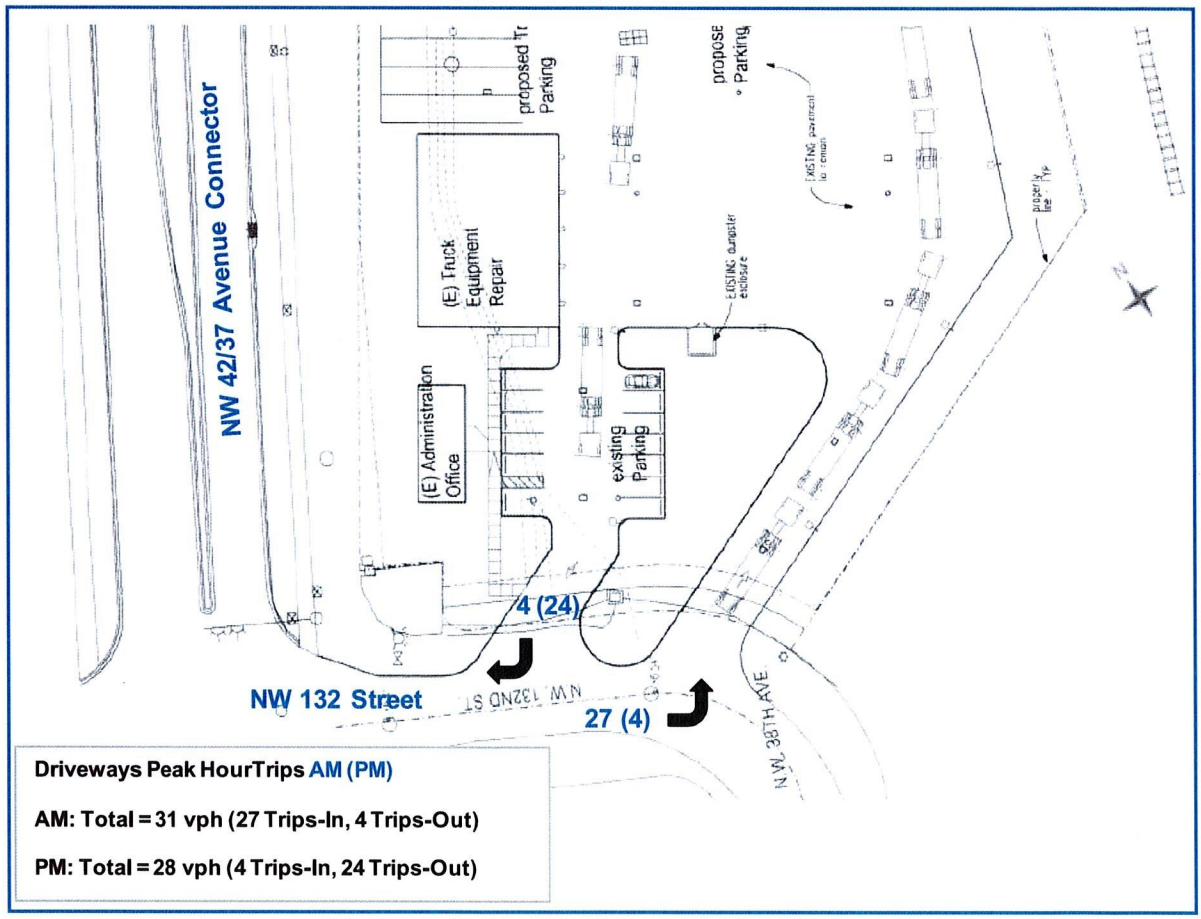
DIRECTION	DISTRIBUTION PERCENTAGES (%)		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR
	2015	2045	2022
NNE	17.40	14.80	16.79
ENE	17.30	16.00	17.00
ESE	7.90	6.00	7.46
SSE	12.10	14.50	12.66
SSW	18.00	17.30	17.84
WSW	8.80	11.30	9.38
WNW	6.20	7.50	6.50
NNW	12.30	12.60	12.37
TOTAL	100.00	100.00	100.00

Additionally, the net external trips have been further distributed into the four quadrants: North, South, East and West. Table 4 contains the directional trip distribution for the AM and PM peak hour while Figure 4 depicts the driveway trips for the AM and PM peak hour.

Table 4: Directional Trip Distribution

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION	AM PEAK HOUR TRIPS			PM PEAK HOUR TRIPS		
				IN	OUT	TOTAL	IN	OUT	TOTAL
NNE ENE	16.79 17.00	NORTH	29.16%	8	1	9	1	7	8
ESE SSE	7.46 12.66	EAST	24.45%	7	1	8	1	6	7
SSW WSW	17.84 9.38	SOUTH	30.50%	8	2	10	2	7	9
WNW NNW	6.50 12.37	WEST	15.89%	4	0	4	0	4	4
TOTAL	100.00		100.00%	27	4	31	4	24	28

Figure 4: Driveway Trips - AM & PM Peak Hour



Conclusion

In conclusion, the Recycling Facility at Opa-Locka will generate 31 gross external trips during the AM peak hour and 28 gross external trips during the PM peak hour. These gross trips will have a de-minimis traffic impact at the adjacent roadways and therefore, no additional traffic analysis is required or recommended at this time.

Appendix 1: Trip Generation

TABLE: A1

TRIP GENERATION ANALYSIS
AM PEAK HOUR

Project Name: Recycling Facility

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	AM PEAK HOUR TRIPS				
				%	IN	%	OUT	TOTAL
Proposed								
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.70	88%	27	12%	4	31
External Trips *(Proposed Site Gross Trips)*				**88%**	**27**	**12%**	**4**	**31**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

TABLE: A2

TRIP GENERATION ANALYSIS
PM PEAK HOUR

Project Name: Recycling Facility

LAND USE (LU)	UNITS	ITE LU CODE	ITE TRIP GENERATION RATE	PM PEAK HOUR TRIPS				
				%	IN	%	OUT	TOTAL
Proposed								
General Light Industrial (Recycling Facility)	43.904 Th.SF.	110	0.63	13%	4	87%	24	28
External Trips *(Proposed Site Gross Trips)*				**13%**	**4**	**87%**	**24**	**28**

Notes:
Sources: *ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.*
Th.SF.= 1,000 Square Feet

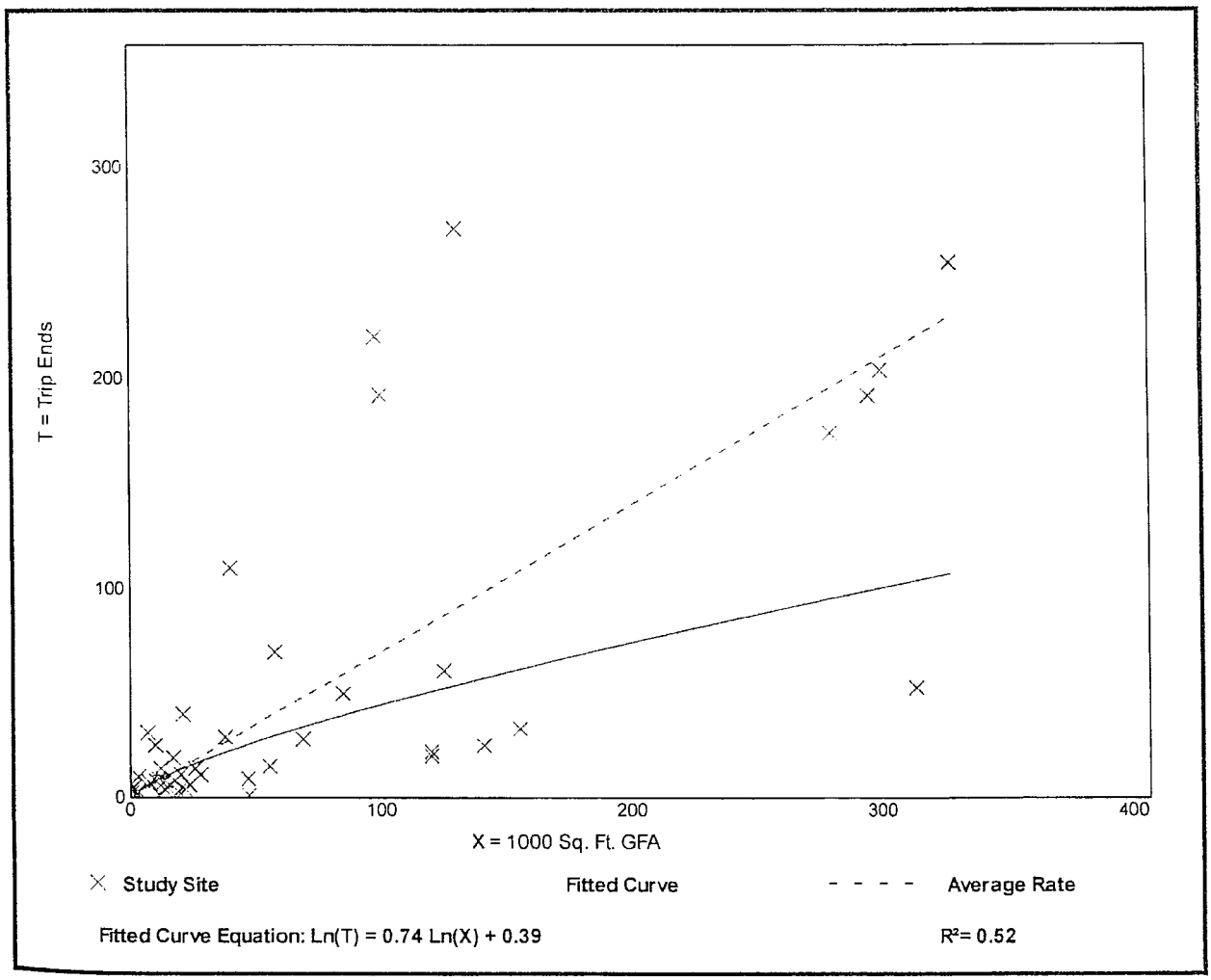
General Light Industrial
(110)

Vehicle Trip Ends vs:	1000 Sq. Ft. GFA
On a:	Weekday,
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 7 and 9 a.m.
Setting/Location:	General Urban/Suburban
Number of Studies:	45
1000 Sq. Ft. GFA:	73
Directional Distribution:	88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.79	0.62 - 4.46	0.65

Data Plot and Equation



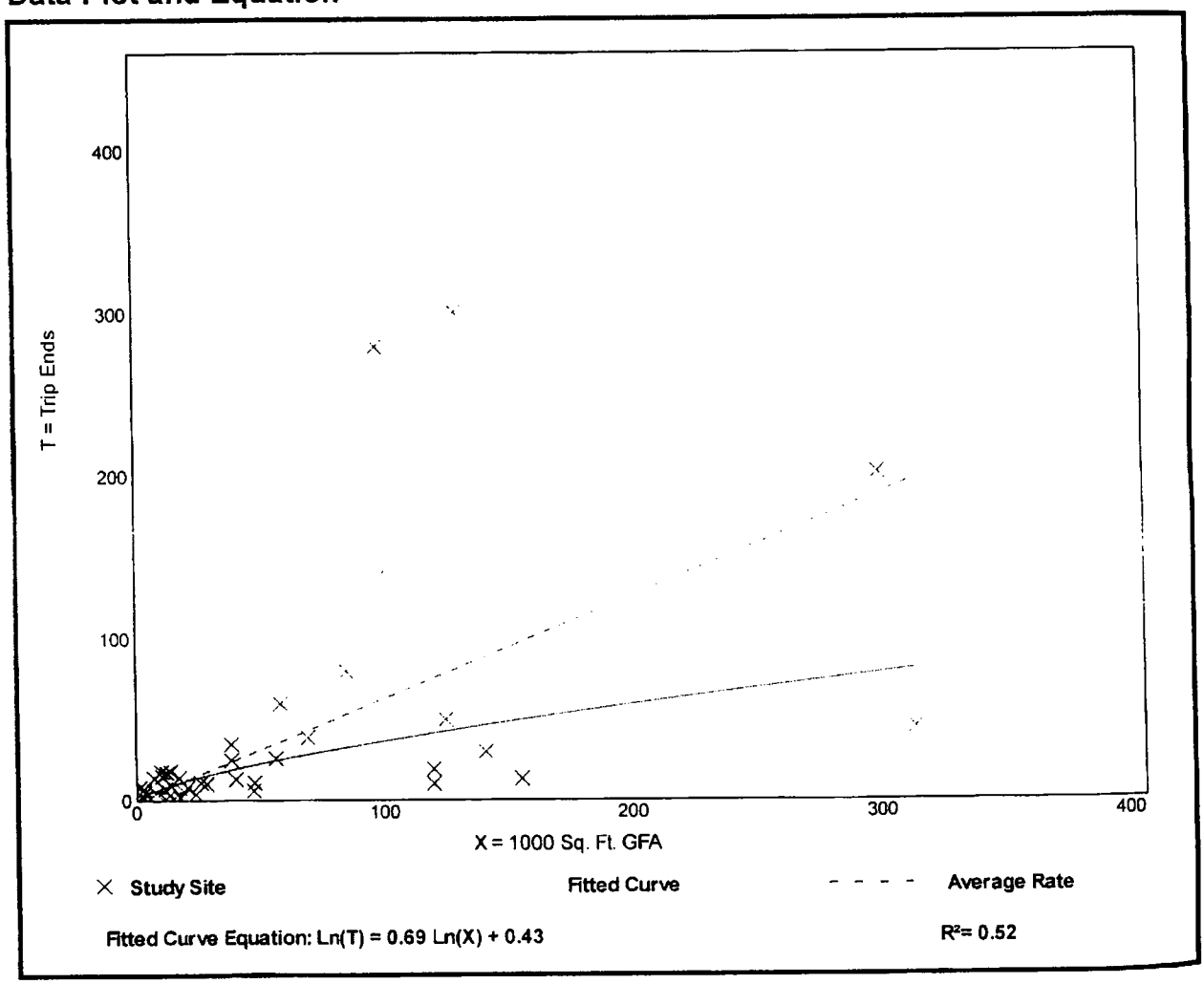
General Light Industrial
(110)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday,**
	Peak Hour of Adjacent Street Traffic,
	One Hour Between 4 and 6 p.m.
Setting/Location:	**General Urban/Suburban**
Number of Studies:	44
1000 Sq. Ft. GFA:	67
Directional Distribution:	13% entering, 87% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.63	0.07 - 7.02	0.68

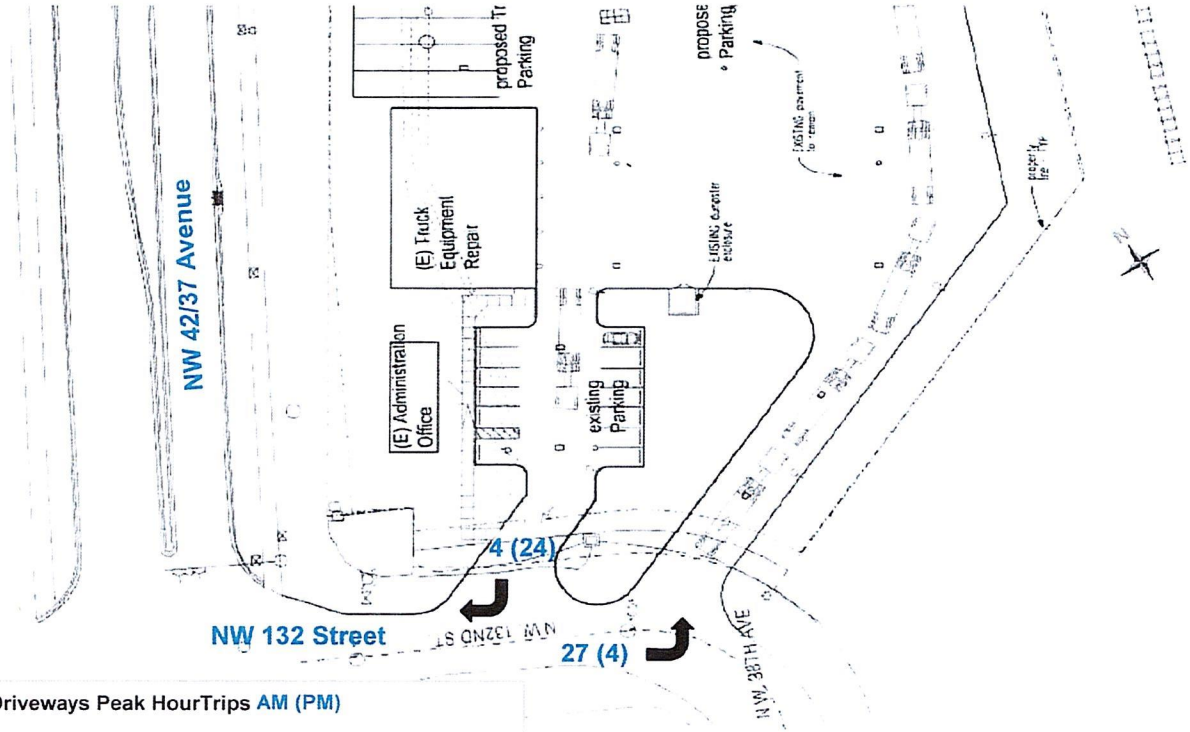
Data Plot and Equation



Appendix 2: Trip Distribution & Driveway Trips

DRIVEWAYS PEAK HOUR TRIPS

Project Name: Recycling Facility



Driveways Peak HourTrips AM (PM)

AM: Total = 31 vph (27 Trips-In, 4 Trips-Out)

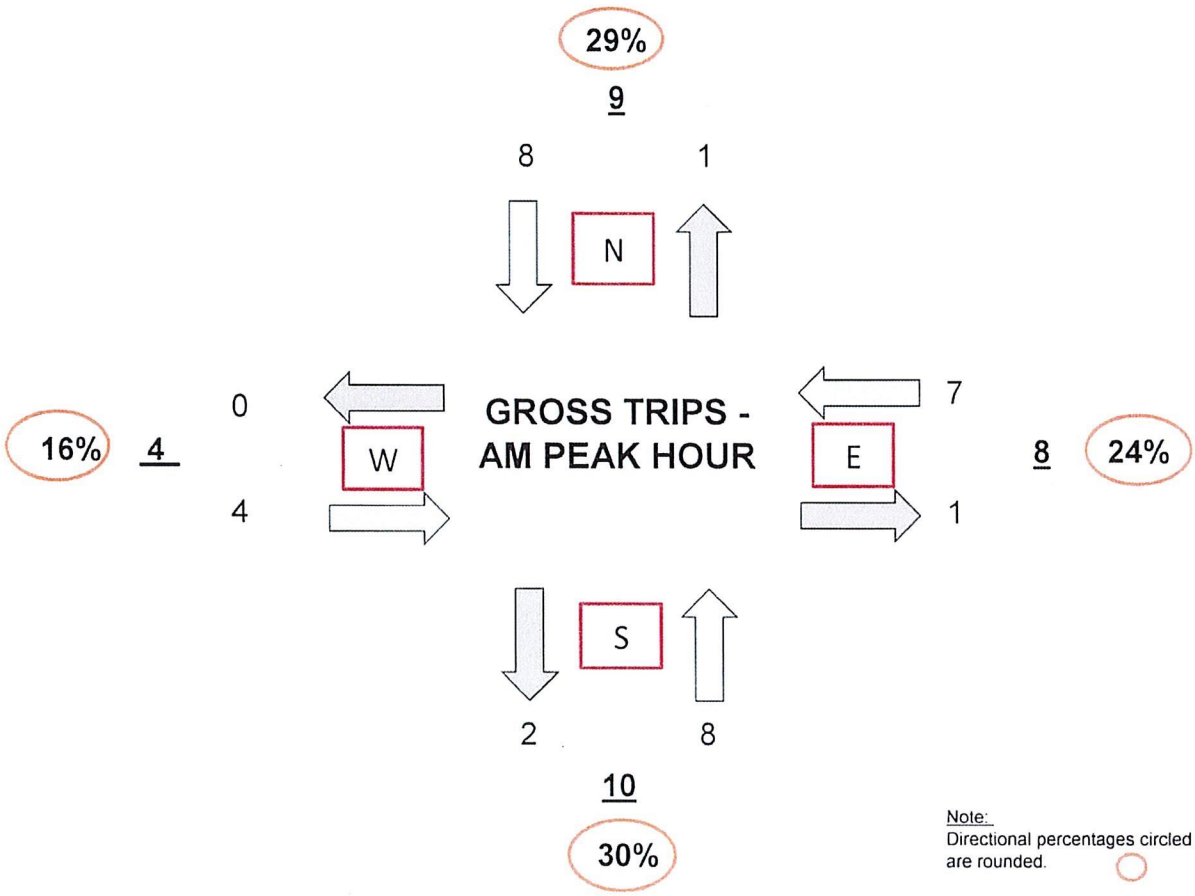
PM: Total = 28 vph (4 Trips-In, 24 Trips-Out)

TABLE: A3

Cardinal Distribution
AM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION	AM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
NNE ENE	16.79 17.00	NORTH	29.16%	8	1	9
ESE SSE	7.46 12.66	EAST	24.45%	7	1	8
SSW WSW	17.84 9.38	SOUTH	30.50%	8	2	10
WNW NNW	6.50 12.37	WEST	15.89%	4	0	4
TOTAL	100.00		100.00%	27	4	31



Note:
Directional percentages circled are rounded.

TABLE: A3-1

Cardinal Distribution
AM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION PERCENTAGES (%)			AM PEAK HOUR TRIPS		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR	IN	OUT	TOTAL
	2015	2045	2022			
NNE	17.40	14.80	16.79	5	1	6
ENE	17.30	16.00	17.00	5	1	6
ESE	7.90	6.00	7.46	2	0	2
SSE	12.10	14.50	12.66	3	1	4
SSW	18.00	17.30	17.84	5	1	6
WSW	8.80	11.30	9.38	2	0	2
WNW	6.20	7.50	6.50	2	0	2
NNW	12.30	12.60	12.37	3	0	3
TOTAL	100.00	100.00	100.00	27	4	31

Note:

Based on Miami-Dade Transportation Planning Organization 2045 LRTP Directional Trip Distribution Report, September 2019. Since the current data is only available for the model years 2015 and 2045, the eight (8) cardinal directions were interpolated to the design year of 2022.

TABLE: A3-2

AM PEAK HOUR	IN	OUT	TOTAL
TRIPS:	27	4	31
PERCENT:	87.10%	12.90%	(Calculated)

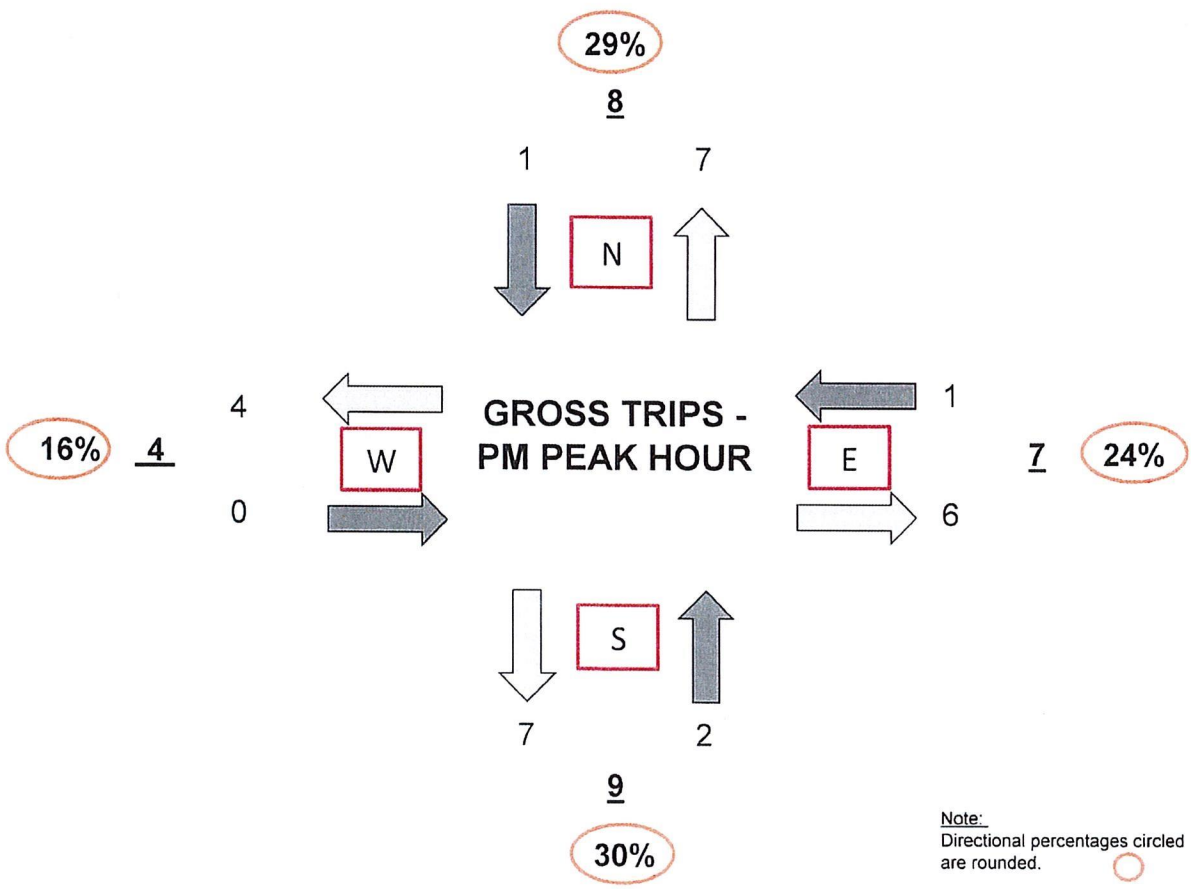
DIRECTION	DISTRIBUTION %	INGRESS		EGRESS		TOTAL
		CALCULATED	USED	CALCULATED	USED	
NNE	16.79	4.534	5	0.672	1	6
ENE	17.00	4.589	5	0.680	1	6
ESE	7.46	2.013	2	0.298	0	2
SSE	12.66	3.418	3	0.506	1	4
SSW	17.84	4.816	5	0.713	1	6
WSW	9.38	2.534	2	0.375	0	2
WNW	6.50	1.756	2	0.260	0	2
NNW	12.37	3.340	3	0.495	0	3
TOTAL	100.00	27.000	27	4.000	4	31

TABLE: A4

Cardinal Distribution
PM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION	PM PEAK HOUR TRIPS		
				IN	OUT	TOTAL
NNE	16.79	NORTH	29.16%	1	7	8
ENE	17.00					
ESE	7.46	EAST	24.45%	1	6	7
SSE	12.66					
SSW	17.84	SOUTH	30.50%	2	7	9
WSW	9.38					
WNW	6.50	WEST	15.89%	0	4	4
NNW	12.37					
TOTAL	100.00		100.00%	4	24	28



Note:
Directional percentages circled are rounded.

TABLE: A4-1

Cardinal Distribution
PM Peak Hour (Weekday)
Traffic Analysis Zone (TAZ) 273

Project Name: Recycling Facility

DIRECTION	DISTRIBUTION PERCENTAGES (%)			PM PEAK HOUR TRIPS		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR	IN	OUT	TOTAL
	2015	2045	2022			
NNE	17.40	14.80	16.79	1	4	5
ENE	17.30	16.00	17.00	1	4	5
ESE	7.90	6.00	7.46	0	2	2
SSE	12.10	14.50	12.66	1	3	4
SSW	18.00	17.30	17.84	1	4	5
WSW	8.80	11.30	9.38	0	2	2
WNW	6.20	7.50	6.50	0	2	2
NNW	12.30	12.60	12.37	0	3	3
TOTAL	100.00	100.00	100.00	4	24	28

Note:

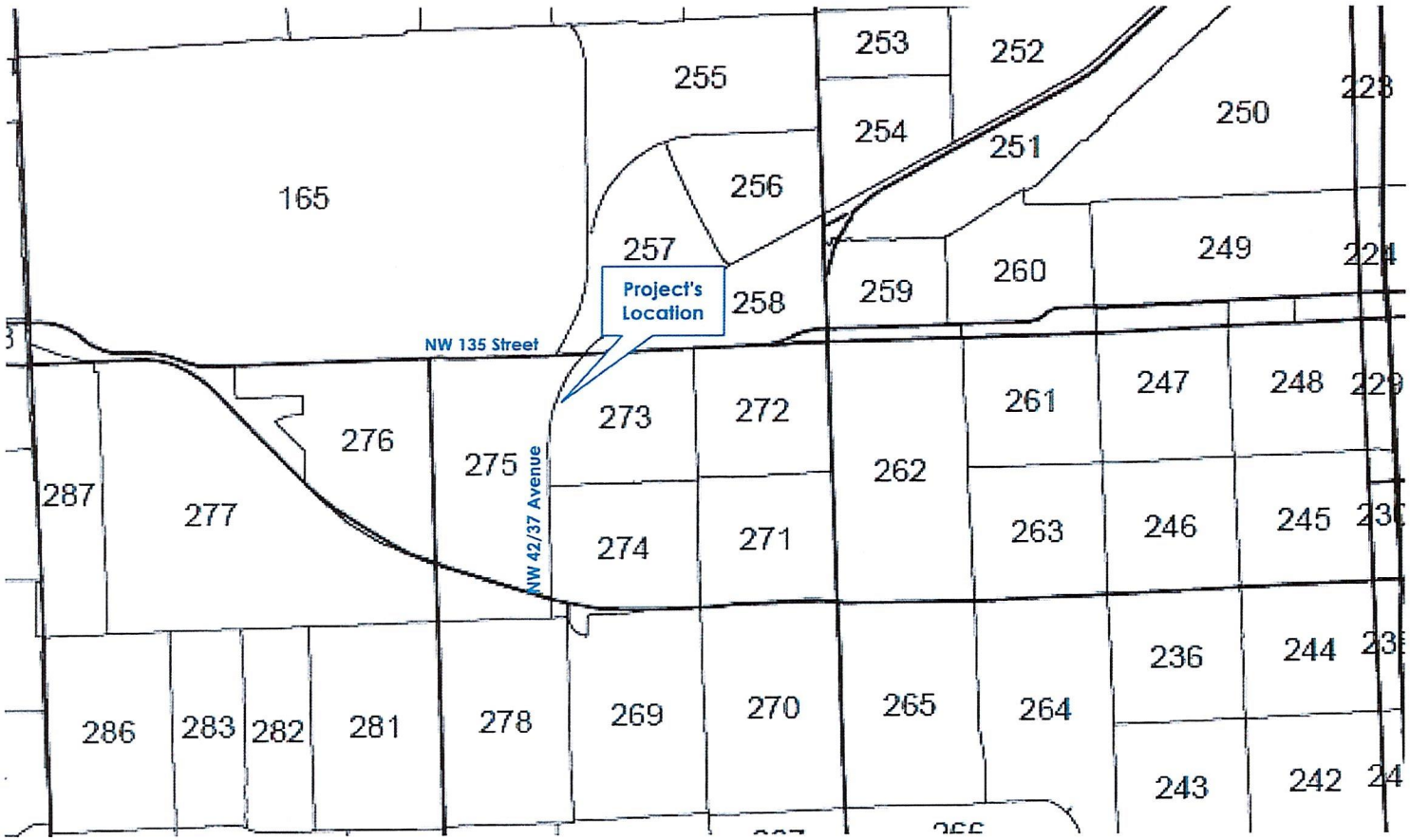
Based on Miami-Dade Transportation Planning Organization 2045 LRTP Directional Trip Distribution Report, September 2019. Since the current data is only available for the model years 2015 and 2045, the eight (8) cardinal directions were interpolated to the design year of 2022.

TABLE: A4-2

PM PEAK HOUR	IN	OUT	TOTAL
TRIPS:	4	24	28
PERCENT:	14.29%	85.71%	(Calculated)

DIRECTION	DISTRIBUTION %	INGRESS		EGRESS		TOTAL
		CALCULATED	USED	CALCULATED	USED	
NNE	16.79	0.672	1	4.030	4	5
ENE	17.00	0.680	1	4.079	4	5
ESE	7.46	0.298	0	1.790	2	2
SSE	12.66	0.506	1	3.038	3	4
SSW	17.84	0.713	1	4.281	4	5
WSW	9.38	0.375	0	2.252	2	2
WNW	6.50	0.260	0	1.561	2	2
NNW	12.37	0.495	0	2.969	3	3
TOTAL	100.00	4.000	4	24.000	24	28

TRAFFIC ANALYSIS ZONE (TAZ)



MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION

2045 LRTP SUPPORTING DOCUMENTS

DIRECTIONAL TRIP DISTRIBUTION REPORT

SEPTEMBER 2019

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
261	3161	Trips	367	294	161	385	338	254	214	305	2,375
261	3161	Percent	15.8	12.7	7.0	16.6	14.6	10.9	9.2	13.2	
262	3162	Trips	558	444	335	596	680	405	364	517	4,002
262	3162	Percent	14.3	11.4	8.6	15.3	17.4	10.4	9.3	13.3	
263	3163	Trips	245	188	171	318	343	185	173	295	1,943
263	3163	Percent	12.8	9.8	8.9	16.6	17.9	9.7	9.0	15.4	
264	3164	Trips	350	331	203	476	382	387	141	342	2,689
264	3164	Percent	13.4	12.7	7.8	18.2	14.6	14.8	5.4	13.1	
265	3165	Trips	468	253	211	433	384	312	182	334	2,591
265	3165	Percent	18.2	9.8	8.2	16.8	14.9	12.1	7.0	13.0	
266	3166	Trips	298	198	152	290	328	316	119	239	1,955
266	3166	Percent	15.4	10.2	7.8	15.0	16.9	16.3	6.1	12.3	
267	3167	Trips	232	128	99	212	169	213	114	176	1,354
267	3167	Percent	17.3	9.5	7.4	15.8	12.6	15.9	8.5	13.1	
268	3168	Trips	122	117	110	145	165	168	55	112	1,011
268	3168	Percent	12.3	11.7	11.1	14.6	16.7	16.9	5.6	11.2	
269	3169	Trips	662	403	383	590	941	505	328	543	4,399
269	3169	Percent	15.2	9.3	8.8	13.5	21.6	11.6	7.5	12.5	
270	3170	Trips	3,024	1,243	390	519	758	625	565	2,491	9,620
270	3170	Percent	31.5	12.9	4.1	5.4	7.9	6.5	5.9	25.9	
271	3171	Trips	400	322	174	310	428	194	228	293	2,364
271	3171	Percent	17.0	13.7	7.4	13.2	18.2	8.3	9.7	12.5	
272	3172	Trips	497	425	303	419	488	412	204	461	3,363
272	3172	Percent	15.5	13.2	9.5	13.1	15.2	12.9	6.4	14.4	
273	3173	Trips	395	394	180	276	409	201	142	280	2,325
273	3173	Percent	17.4	17.3	7.9	12.1	18.0	8.8	6.2	12.3	
274	3174	Trips	189	159	102	129	256	148	94	157	1,242
274	3174	Percent	15.3	12.9	8.3	10.4	20.8	12.0	7.6	12.7	
275	3175	Trips	920	578	380	670	742	542	325	491	4,665
275	3175	Percent	19.8	12.4	8.2	14.4	16.0	11.7	7.0	10.6	
276	3176	Trips	487	371	276	519	639	330	190	462	3,296
276	3176	Percent	14.9	11.3	8.4	15.9	19.5	10.1	5.8	14.1	
277	3177	Trips	164	103	99	207	227	130	119	127	1,177
277	3177	Percent	14.0	8.8	8.4	17.6	19.3	11.1	10.1	10.8	
278	3178	Trips	154	79	66	125	230	142	77	128	1,001
278	3178	Percent	15.4	7.9	6.6	12.5	23.0	14.2	7.7	12.8	
279	3179	Trips	225	120	127	166	298	186	118	189	1,447
279	3179	Percent	15.7	8.4	8.9	11.6	20.9	13.1	8.3	13.2	
280	3180	Trips	156	94	89	141	205	203	99	134	1,145
280	3180	Percent	13.9	8.4	7.9	12.6	18.3	18.1	8.8	11.9	
281	3181	Trips	653	346	270	641	856	577	287	364	4,145
281	3181	Percent	16.4	8.7	6.8	16.0	21.4	14.4	7.2	9.1	
282	3182	Trips	256	229	149	287	431	217	84	158	1,815
282	3182	Percent	14.1	12.6	8.2	15.9	23.8	12.0	4.6	8.7	
283	3183	Trips	262	221	107	450	315	412	146	327	2,282
283	3183	Percent	11.7	9.9	4.8	20.1	14.1	18.4	6.5	14.6	
284	3184	Trips	262	166	200	384	261	283	150	203	1,920
284	3184	Percent	13.7	8.7	10.5	20.1	13.7	14.8	7.9	10.6	
285	3185	Trips	102	98	85	170	119	94	76	134	887
285	3185	Percent	11.6	11.2	9.7	19.3	13.5	10.8	8.7	15.3	
286	3186	Trips	408	423	354	832	651	566	296	426	4,014
286	3186	Percent	10.3	10.7	8.9	21.0	16.5	14.3	7.5	10.8	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
261	3161	Trips	361	358	126	499	512	378	362	285	2,991
261	3161	Percent	12.5	12.4	4.4	17.3	17.8	13.1	12.6	9.9	
262	3162	Trips	719	606	289	1,008	1,004	692	603	665	5,701
262	3162	Percent	12.9	10.9	5.2	18.0	18.0	12.4	10.8	11.9	
263	3163	Trips	318	259	143	426	380	259	209	291	2,308
263	3163	Percent	13.9	11.3	6.2	18.7	16.6	11.4	9.2	12.7	
264	3164	Trips	662	465	225	799	825	630	458	580	4,769
264	3164	Percent	14.3	10.0	4.9	17.2	17.8	13.6	9.9	12.5	
265	3165	Trips	660	460	300	877	693	577	443	594	4,654
265	3165	Percent	14.4	10.0	6.5	19.0	15.1	12.5	9.6	12.9	
266	3166	Trips	408	243	267	474	501	434	331	479	3,183
266	3166	Percent	13.0	7.8	8.5	15.1	16.0	13.9	10.6	15.3	
267	3167	Trips	250	146	107	231	189	232	126	136	1,425
267	3167	Percent	17.6	10.3	7.6	16.3	13.3	16.4	8.9	9.6	
268	3168	Trips	175	131	91	171	187	202	130	90	1,193
268	3168	Percent	14.8	11.2	7.8	14.6	15.9	17.2	11.0	7.6	
269	3169	Trips	873	542	410	748	1,066	584	469	724	5,512
269	3169	Percent	16.1	10.0	7.6	13.8	19.7	10.8	8.7	13.4	
270	3170	Trips	3,789	1,163	487	509	811	745	787	2,881	11,224
270	3170	Percent	33.9	10.4	4.4	4.6	7.3	6.7	7.0	25.8	
271	3171	Trips	441	400	148	495	522	329	360	384	3,089
271	3171	Percent	14.3	13.0	4.8	16.1	17.0	10.7	11.7	12.5	
272	3172	Trips	578	579	246	637	658	518	390	481	4,261
272	3172	Percent	14.2	14.2	6.0	15.6	16.1	12.7	9.6	11.8	
273	3173	Trips	422	455	171	414	491	323	212	359	2,941
273	3173	Percent	14.8	16.0	6.0	14.5	17.3	11.3	7.5	12.6	
274	3174	Trips	211	199	106	231	262	179	145	143	1,484
274	3174	Percent	14.3	13.5	7.2	15.6	17.7	12.2	9.8	9.7	
275	3175	Trips	896	834	417	867	1,015	627	461	587	5,790
275	3175	Percent	15.7	14.6	7.3	15.2	17.8	11.0	8.1	10.3	
276	3176	Trips	582	590	463	858	883	428	401	446	4,694
276	3176	Percent	12.5	12.7	10.0	18.5	19.0	9.2	8.6	9.6	
277	3177	Trips	171	152	91	274	254	159	123	146	1,370
277	3177	Percent	12.5	11.1	6.7	20.0	18.6	11.6	9.0	10.6	
278	3178	Trips	386	262	162	342	523	316	244	242	2,524
278	3178	Percent	15.6	10.6	6.6	13.8	21.1	12.8	9.9	9.8	
279	3179	Trips	234	200	169	260	354	204	178	204	1,836
279	3179	Percent	13.0	11.1	9.4	14.4	19.6	11.3	9.9	11.3	
280	3180	Trips	165	170	98	209	234	190	126	130	1,350
280	3180	Percent	12.5	12.9	7.4	15.8	17.7	14.4	9.5	9.9	
281	3181	Trips	638	449	369	850	937	562	304	432	4,701
281	3181	Percent	14.0	9.9	8.1	18.7	20.7	12.4	6.7	9.5	
282	3182	Trips	289	177	177	366	413	242	167	200	2,056
282	3182	Percent	14.2	8.7	8.7	18.0	20.3	11.9	8.2	9.9	
283	3183	Trips	232	274	182	558	353	372	189	254	2,488
283	3183	Percent	9.6	11.4	7.6	23.1	14.6	15.4	7.8	10.5	
284	3184	Trips	309	229	215	523	364	292	261	216	2,463
284	3184	Percent	12.8	9.5	8.9	21.7	15.1	12.1	10.8	9.0	
285	3185	Trips	171	150	119	252	179	111	120	194	1,347
285	3185	Percent	13.2	11.6	9.2	19.5	13.8	8.6	9.3	15.0	
286	3186	Trips	498	498	325	896	752	506	353	523	4,417
286	3186	Percent	11.5	11.4	7.5	20.6	17.3	11.6	8.1	12.0	

Memorandum

TO: John E. Pate, City Manager

FROM: Gregory Gay, PCD Director
Gerald Lee, Zoning Official/Planner
Corion DeLaine, City Planner

DATE: May 5th, 2021

RE: 3805 NW 132 Street, LLC: Commission Inquiries

Per the inquiries from the City Commission regarding the C&D Processing facility at 3805 NW 132nd Street, here are PCD Staff findings provided by the developer/business operator.

. **FOR SITE PLAN:**

1. **Stormwater drainage system:** There is an existing City of Opa-locka approved stormwater drainage system installed at the site.
   During the DERM permitting process, additional stormwater drains shall be added if the calculations require them.
   There is no retention pond on-site.

2. **Traffic Study:** A traffic study of the proposed C&D MRF facility shall be conducted and the report shall be submitted to the City of Opa-locka. The study is expected to take a week. Approximately 95% of the incoming vehicles is expected to be 10 cubic-yard trucks bearing C&D materials and only 5% is expected to be 100 cubic-yard trucks. The current capacity of the site is 50 x 100 cubic-yard trucks. When the C&D facility is operational, the capacity shall be sufficient to handle all incoming trucks.

FOR DA:

3. **Employment Opportunities for Opa-locka residents:** The number of new hires is projected to be 5. Depending on the various job descriptions and skills needed for each job, preference shall be given to the City residents.

4. **Environmental Protection and long term impact:** The basic environmental issues for any facility are impacts to air, soil, groundwater and surface water.

   Air: The C&D operations shall be performed in an enclosed building and dust control shall be implemented using dust suppression units. These units shall spray a fine mist of water over the tipping and process areas inside the building. No material shall be stored, handled or loaded outside the enclosed building. Delivery vehicles shall not be allowed to remove tarps until prior to tipping inside the building. The site shall remain paved so that vehicle movements shall not generate dust.

   Groundwater and Soil: The C&D operations shall be conducted inside a building and the demolition materials shall not be in contact with open ground. The type of C&D materials accepted by the facility is dry in nature with zero or negligible moisture content and will not runoff outside the enclosed building. No material shall be stored, handled or loaded outside the enclosed building. Delivery vehicles shall not be allowed to remove tarps until prior to tipping inside the building. The site shall remain paved so that the soil cannot be contaminated by any inadvertent C&D materials.

5. **The DERM** permit shall include the following:

   Boundary Survey
   Site Plan
   Materials Storage/Processing Activities
   Operations Plan
   Contingency/Emergency Plan
   Closure Plan
   Groundwater Monitoring Plan
   Stormwater Management Permit (if needed, since there is a current City approved system)
   Financial Assurance Cost Estimate Form (included as a template attachment)

   *The City can include the highlighted requirements in the DA, for additional reassurance.

Please note that once the DERM permit has been obtained and the facility is operational, DERM inspectors shall be monitoring the activities at the facility for compliance with DERM permit conditions. This is not a grandfathered facility; a new facility is subject to all applicable codes of Miami-Dade County.

END OF MEMORANDUM

Print Form | Reset Form

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

DEP Form # 62-701.900(28), F.A.C.
Form Title: Closure Cost Estimating Form For Solid Waste Facilities
Effective Date: January 6, 2010
Incorporated in Rule 62-701.630(3), F.A.C.

CLOSURE COST ESTIMATING FORM FOR SOLID WASTE FACILITIES

Date of DEP Approval: _____

I. GENERAL INFORMATION:

Facility Name: _____ WACS ID: _____

Permit Application or Consent Order No.: _____ Expiration Date: _____

Facility Address: _____

Permittee or Owner/Operator: _____

Mailing Address: _____

Latitude: ____ ° ____ ' ____ " Longitude: ____ ° ____ ' ____ "

Coordinate Method: _____ Datum: _____

Collected by: _____ Company/Affiliation: _____

Solid Waste Disposal Units Included in Estimate:

Phase / Cell	Acres	Date Unit Began Accepting Waste	Active Life of Unit From Date of Initial Receipt of Waste	If active: Remaining life of unit	If closed: Date last waste received	If closed: Official date of closing

Total disposal unit acreage included in this estimate: Closure: _____ Long-Term Care: _____

Facility type: (Check all that apply) ☐ Class I ☐ Class III ☐ C&D Debris Disposal ☐ Other: _____

II. TYPE OF FINANCIAL ASSURANCE DOCUMENT (Check type)

☐ Letter of Credit* ☐ Insurance Certificate ☐ Escrow Account

☐ Performance Bond* ☐ Financial Test ☐ Form 29 (FA Deferral)

☐ Guarantee Bond* ☐ Trust Fund Agreement

* - Indicates mechanisms that require the use of a Standby Trust Fund Agreement

Northwest District
160 Government Center
Pensacola, FL 32502-5794
850-595-8360

Northeast District
7825 Baymeadows Way, Ste. B200
Jacksonville, FL 32256-7590
904-807-3300

Central District
3319 Maguire Blvd., Ste. 232
Orlando, FL 32803-3767
407-894-7555

Southwest District
13051 N. Telecom Pky.
Temple Terrace, FL 33637
813-632-7600

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33901-3881
239-332-6975

Southeast District
400 N. Congress Ave., Ste. 200
West Palm Beach, FL 33401
561-681-6600

III. ESTIMATE ADJUSTMENT

40 CFR Part 264 Subpart H as adopted by reference in Rule 62-701.630, Florida Administrative Code, (F.A.C.) sets forth the method of annual cost estimate adjustment. Cost estimates may be adjusted by using an inflation factor or by recalculating the maximum costs of closure in current dollars. Select one of the methods of cost estimate ajustment below.

☐ **(a) Inflation Factor Adjustment** ☐ **(b) Recalculated or New Cost Estimates**

Inflation adjustment using an inflation factor may only be made when a Department approved closure cost estimate exists and no changes have occurred in the facility operation which would necessitate modification to the closure plan. The inflation factor is derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflatory by the Deflator for the previous year. The inflation factor may also be obtained from the Solid Waste website www.dep.state.fl.us/waste/categories/swfr or call the Financial Coordinator at (850) 245-8706.

This adjustment is based on the Department approved closing cost estimate dated: _____

Latest Department Approved **Closing Cost** Estimate:		Current Year Inflation Factor, ***e.g. 1.02***		Inflation Adjusted Closing Cost Estimate:
_____	×	_____	=	_____

This adjustment is based on the Department approved long-term care cost estimate dated: _____

Latest Department Approved Annual **Long-Term Care** Cost Estimate:		Current Year Inflation Factor, ***e.g. 1.02***		Inflation Adjusted Annual Long-Term Care Cost Estimate:
_____	×	_____	=	_____

Number of Years of Long Term Care Remaining: × _____

Inflation Adjusted Long-Term Care Cost Estimate: = _____

Signature by: ☐ **Owner/Operator** ☐ **Engineer** (check what applies)

Signature	Address
Name & Title	City, State, Zip Code
Date	E-Mail Address
Telephone Number	

IV. ESTIMATED CLOSING COST (check what applies)

☐ **Recalculated Cost Estimate** ☐ **New Facility Cost Estimate**

Notes: 1. Cost estimates for the time period when the extent and manner of landfill operation makes closing most ex

2. Cost estimate must be certified by a professional engineer.

3. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

4. In some cases, a price quote in support of individual item estimates may be required.

Description	Unit	Number of Units	Cost / Unit	Total Cost
1. Proposed Monitoring Wells	**(Do not include wells already in existence.)**			
	EA	_____	_____	_____
			Subtotal Proposed Monitoring Wells:	_____
2. Slope and Fill (bedding layer between waste and barrier layer):				
Excavation	CY	_____	_____	_____
Placement and Spreading	CY	_____	_____	_____
Compaction	CY	_____	_____	_____
Off-Site Material	CY	_____	_____	_____
Delivery	CY	_____	_____	_____
			Subtotal Slope and Fill:	_____
3. Cover Material (Barrier Layer):				
Off-Site Clay	CY	_____	_____	_____
Synthetics - 40 mil	SY	_____	_____	_____
Synthetics - GCL	SY	_____	_____	_____
Synthetics - Geonet	SY	_____	_____	_____
Synthetics - Other (explain) _____	_____	_____	_____	_____
			Subtotal Cover Material:	_____
4. Top Soil Cover:				
Off-Site Material	CY	_____	_____	_____
Delivery	CY	_____	_____	_____
Spread	CY	_____	_____	_____
			Subtotal Top Soil Cover:	_____
5. Vegetative Layer				
Sodding	SY	_____	_____	_____
Hydroseeding	AC	_____	_____	_____
Fertilizer	AC	_____	_____	_____
Mulch	AC	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____
			Subtotal Vegetative Layer:	_____
6. Stormwater Control System:				
Earthwork	CY	_____	_____	_____
Grading	SY	_____	_____	_____
Piping	LF	_____	_____	_____
Ditches	LF	_____	_____	_____
Berms	LF	_____	_____	_____
Control Structures	EA	_____	_____	_____
Other (explain)_____	_____	_____	_____	_____
			Subtotal Stormwater Control System:	_____

Description	Unit	Number of Units	Cost / Unit	Total Cost
7. Passive Gas Control:				
Wells	EA			
Pipe and Fittings	LF			
Monitoring Probes	EA			
NSPS/Title V requirements	LS	1		
			Subtotal Passive Gas Control:	
8. Active Gas Extraction Control:				
Traps	EA			
Sumps	EA			
Flare Assembly	EA			
Flame Arrestor	EA			
Mist Eliminator	EA			
Flow Meter	EA			
Blowers	EA			
Collection System	LF			
Other (explain)				
			Subtotal Active Gas Extraction Control:	
9. Security System:				
Fencing	LF			
Gate(s)	EA			
Sign(s)	EA			
			Subtotal Security System:	
10. Engineering:				
Closure Plan Report	LS	1		
Certified Engineering Drawings	LS	1		
NSPS/Title V Air Permit	LS	1		
Final Survey	LS	1		
Certification of Closure	LS	1		
Other (explain)				
			Subtotal Engineering:	

Description	Hours	Cost / Hour	Hours	Cost / Hour	Total Cost
11. Professional Services					
	Contract Management		Quality Assurance		
P.E. Supervisor					
On-Site Engineer					
Office Engineer					
On-Site Technician					
Other (explain)					

Description	Unit	Number of Units	Cost / Unit	Total Cost
Quality Assurance Testing	LS	1		
			Subtotal Professional Services:	

Subtotal of 1-11 Above: _____

12. Contingency _____ % of Subtotal of 1-11 Above _____

Subtotal Contingency: _____

Estimated Closing Cost Subtotal: _____

Description	Total Cost
13. Site Specific Costs	
Mobilization	_____
Waste Tire Facility	_____
Materials Recovery Facility	_____
Special Wastes	_____
Leachate Management System Modification	_____
Other (explain) _____	_____
_____ Subtotal Site Specific Costs:	_____

TOTAL ESTIMATED CLOSING COSTS ($): _____

V. ANNUAL COST FOR LONG-TERM CARE

See 62-701.600(1)a.1., 62-701.620(1), 62-701.630(3)a. and 62-701.730(11)b. F.A.C. for required term length. For landfills certified closed and Department accepted, enter the remaining long-term care length as "Other" and provide years remaining.

(Check Term Length) ☐ 5 Years ☐ 20 Years ☐ 30 Years ☐ Other, ___ Years

Notes: 1. Cost estimates must be certified by a professional engineer.

2. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

3. In some cases, a price quote in support of individual item estimates may be required.

All items must be addressed. Attach a detailed explanation for all entries left blank.

Description	Sampling Frequency (Events / Year)	Number of Wells	(Cost / Well) / Event	Annual Cost
1. Groundwater Monitoring [62-701.510(6), and (8)(a)]				
Monthly	12			
Quarterly	4			
Semi-Annually	2			
Annually	1			
			Subtotal Groundwater Monitoring:	
2. Surface Water Monitoring [62-701.510(4), and (8)(b)]				
Monthly	12			
Quarterly	4			
Semi-Annually	2			
Annually	1			
			Subtotal Surface Water Monitoring:	
3. Gas Monitoring [62-701.400(10)]				
Monthly	12			
Quarterly	4			
Semi-Annually	2			
Annually	1			
			Subtotal Gas Monitoring:	
4. Leachate Monitoring [62-701.510(5), (6)(b) and 62-701.510(8)c]				
Monthly	12			
Quarterly	4			
Semi-Annually	2			
Annually	1			
Other (explain) _____				
			Subtotal Leachate Monitoring:	

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
5. Leachate Collection/Treatment Systems Maintenance				
Maintenance				
Collection Pipes	LF			
Sumps, Traps	EA			
Lift Stations	EA			
Cleaning	LS	1		
Tanks	EA			

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
5. (continued)				
Impoundments				
Liner Repair	SY	____	____	____
Sludge Removal	CY	____	____	____
Aeration Systems				
Floating Aerators	EA	____	____	____
Spray Aerators	EA	____	____	____
Disposal				
Off-site (Includes transportation and disposal)	1000 gallon	____	____	____
		Subtotal Leachate Collection / Treatment Systems Maintenance:		____
6. Groundwater Monitoring Well Maintenance				
Monitoring Wells	LF	____	____	____
Replacement	EA	____	____	____
Abandonment	EA	____	____	____
		Subtotal Groundwater Monitoring Well Maintenance:		____
7. Gas System Maintenance				
Piping, Vents	LF	____	____	____
Blowers	EA	____	____	____
Flaring Units	EA	____	____	____
Meters, Valves	EA	____	____	____
Compressors	EA	____	____	____
Flame Arrestors	EA	____	____	____
Operation	LS	1	____	____
		Subtotal Gas System Maintenance:		____
8. Landscape Maintenance				
Mowing	AC	____	____	____
Fertilizer	AC	____	____	____
		Subtotal Landscape Maintenance:		____
9. Erosion Control and Cover Maintenance				
Sodding	SY	____	____	____
Regrading	AC	____	____	____
Liner Repair	SY	____	____	____
Clay	CY	____	____	____
		Subtotal Erosion Control and Cover Maintenance:		____
10. Storm Water Management System Maintenance				
Conveyance Maintenance	LS	1	____	____
		Subtotal Storm Water Management System Maintenance:		____
11. Security System Maintenance				
Fences	L6	1	____	____
Gate(s)	EA	____	____	____
Sign(s)	EA	____	____	____
		Subtotal Security System Maintenance:		____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
12. Utilities	LS	1		
			Subtotal Utilities:	
13. Leachate Collection/Treatment Systems Operation				
Operation				
P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Materials	LS	1		
	Subtotal Leachate Collection/Treatment Systems Operation:			
14. Administrative				
P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Other _____				
			Subtotal Administrative:	
			Subtotal of 1-14 Above:	
15. Contingency		% of Subtotal of 1-14 Above		
			Subtotal Contingency:	

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
16. Site Specific Costs				
			Subtotal Site Specific Costs:	

ANNUAL LONG-TERM CARE COST ($ / YEAR): _____

Number of Years of Long-Term Care: _____

TOTAL LONG-TERM CARE COST ($): _____

VI. CERTIFICATION BY ENGINEER

This is to certify that the Cost Estimates pertaining to the engineering features of this solid waste management facility have been examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, the Cost Estimates are a true, correct and complete representation of the financial liabilities for closing and/or long-term care of the facility and comply with the requirements of Rule 62-701.630 F.A.C. and all other Department of Environmental Protection rules, and statutes of the State of Florida. It is understood that the Cost Estimates shall be submitted to the Department annually, revised or adjusted as required by Rule 62-701.630(4), F.A.C.

Signature	Mailing Address
Name and Title (please type)	City, State, Zip Code
Date	E-Mail address (if available)
Florida Registration Number (please affix seal)	Telephone Number

VII. SIGNATURE BY OWNER/OPERATOR

Signature of Applicant	Mailing Address
Name and Title (please type)	City, State, Zip Code
E-Mail address (if available)	Telephone Number

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2020-2021

TOTAL FEES: $ 7000.00 New Fees as of October 1, 2015

FY 2020-2021 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 5, 2021	August 20, 2021
November 2, 2021	September 17, 2021
December 7, 2021	October 15, 2021
January 4, 2022	November 19, 2021
February 1, 2022	December 17, 2021
March 1, 2022	January 14, 2022
April 5, 2022	February 18, 2022
May 3, 2022	March 18, 2022
June 7, 2022	April 15, 2022
July 5, 2022	May 20, 2022 *
August 2, 2022	June 17, 2022
September 6, 2022	July 22, 2022

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

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: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: 3805 NW 132nd STREET, LLC

PROPERTY OWNER'S ADDRESS: 3805 NW 132nd STREET, OPA LOCKA, FL 33054
Number/Street City State/Zip Code

APPLICANT'S NAME: ARMANDO DE LEON

APPLICANT'S ADDRESS: P.O. BOX 160938, HIALEAH, FLORIDA 33016
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-769-5555 HOME _____ ~~OTHER~~ CELL 305-986-3760

SUBJECT PROPERTY ADDRESS: 3805 NW 132nd STREET
Number/Street

TAX FOLIO NUMBER: 08-2129-010-0090 PRESENT ZONING: I3

LEGAL DESCRIPTION: LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS IND PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MDC, FLORIDA

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. & Incorporation Documents (Inc., LLC, …)

✓ 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, signed and notarized application(s) must be submitted on flash drive in 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, ARMANDO DE LEON, 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

4-21-2022
Date

Sworn to and subscribed before me:

This 21 day of April, 2022

Yureilis Morales
Notary Public
Attach copy of identification

My commission expires October 25, 2022

YUREILIS MORALES
MY COMMISSION # GG 271300
EXPIRES: October 25, 2022
Bonded Thru Notary Public Underwriters

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: ARMANDO DE LEON

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I ARMANDO DE LEON, being first duly sworn, depose and say that I am the owner of the property legally described as: 3805 NW 132nd STREET, OPA-LOCKA, FL 33054

I do give to HOPE W. CALHOUN 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 _____ 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

4-21-2022
Date

Sworn to and subscribed before me:

This 21 day of Abril 2022

Yureilis Morales
Notary Public

My commission expires: October 25, 2022

YUREILIS MORALES
MY COMMISSION # GG 271300
EXPIRES: October 25, 2022
Bonded Thru Notary Public Underwriters

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PETITIONS ATTACHED

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3805 NW 132nd STREET, OPA-LOCKA, FL 33054

LEGAL DESCRIPTION: _____

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____ PHONE: _____

ADDRESS (If different): _____

_____
Signature

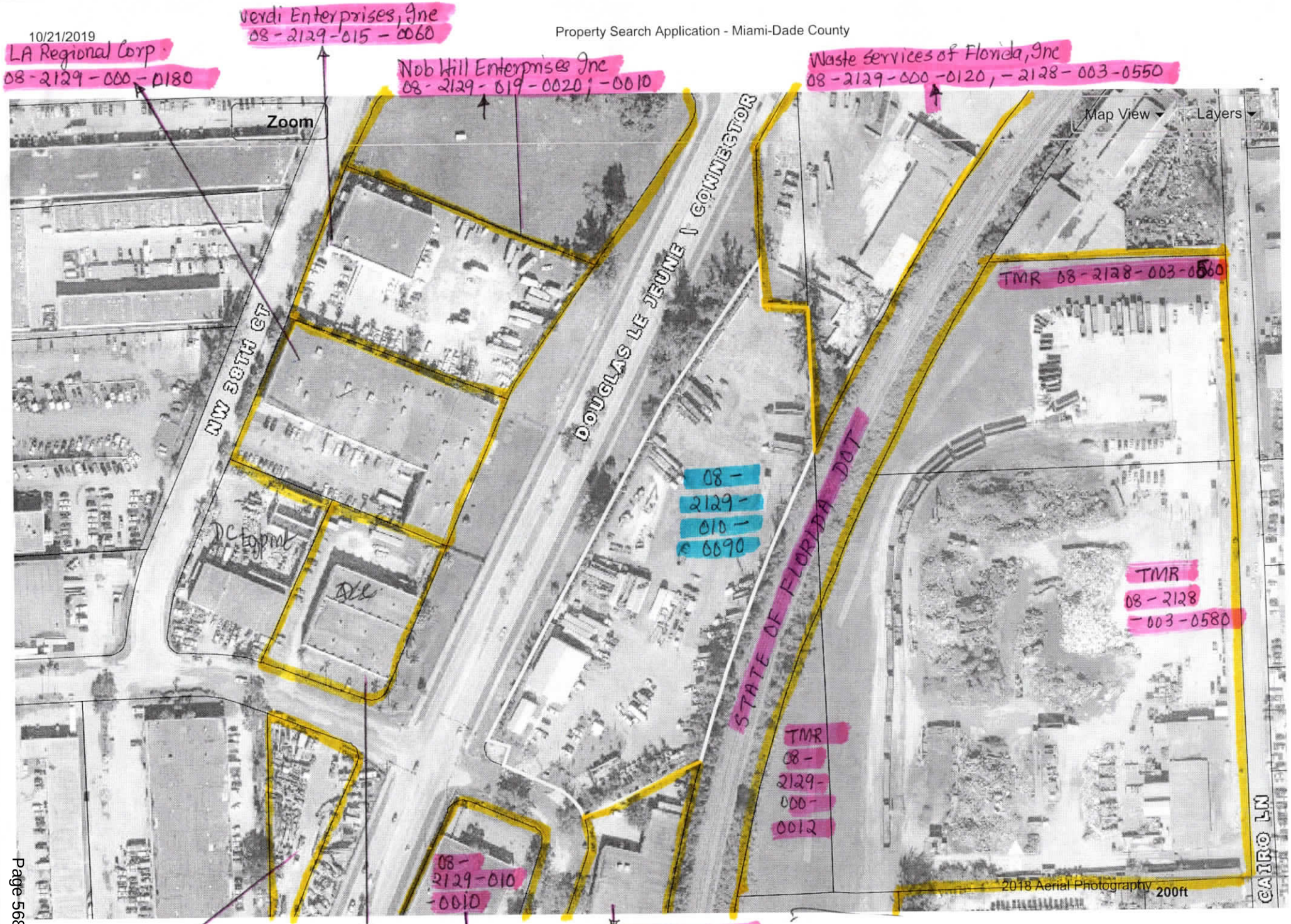
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

City of Opa-locka Planning & Zoning Board Neighborhood Petition

for

the immediately adjacent neighbors of 3805 NW 132nd Street, Opa-locka, Florida 33054 (08-2129-010-0090):

1. 08-2129-010-0010 El Regalo Universal LLC signed
2. 08-2129-007-0081 RR Machinery LLC signed
3. 08-2129-015-0080 Georgette Aboujaoude Tr signed
4. 08-2129-000-0180 LA Regional Corp signed
5. 08-2129-015-0060 Verdi Enterprises, Inc
6. 08-2129-019-0010, 0020 Nob Hill Enterprises Inc
7. 08-2129-000-0120 and 08-2128-003-0550 Waste Services of Florida, Inc
8. 08-2128-003-0560, 0580 and 08-2129-000-0012 TMR
9. 08-2129-010-0100 LKO Properties II LLC


LA Regional Corp
08-2129-000-0180
Verdi Enterprises, Inc
08-2129-015-0060
Nob Hill Enterprises Inc
08-2129-019-0020; -0010
Waste Services of Florida, Inc
08-2129-000-0120, -2128-003-0550
Zoom
Map View
Layers
NW 38TH CT
DOUGLAS LE JEUNE CONNECTOR
STATE OF FLORIDA DOT
08-2129-010-0090
TMR 08-2128-003-0560
TMR 08-2128-003-0580
TMR 08-2129-000-0012
08-2129-010-0010
CAIRO LN
2018 Aerial Photography
200ft
City of Opa Locka
08-2129-007-0081
Georgette Aboujaoude Tr
08-2129-015-0080
El Regalo Universal LLC
LKO Properties II LLC
08-2129-010-0100

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3805 NW 132nd STREET, OPA-LOCKA, FL 33054

LEGAL DESCRIPTION: LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS IND. PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MDC, FLORIDA

PROPOSE TO OPERATE A C&D MRF SOLID WASTE FACILITY AS PER DERM REQUIREMENTS

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Julio Ortiz PHONE: 305 953 8899

ADDRESS (If different): 3800 NW 132nd STREET, OPA LOCKA, FL 33054

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3805 NW 132nd STREET, OPA-LOCKA, FL 33054

LEGAL DESCRIPTION: LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS IND. PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MDC, FLORIDA

PROPOSE TO OPERATE A C&D MRF SOLID WASTE FACILITY AS PER DERM REQUIREMENTS

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: RICARDO L. RODRIGUEZ / RR MACHINERY LLC PHONE: (305) 681-9424

ADDRESS (If different): 3875 NW 132nd STREET, OPA LOCKA, FL 33054

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3805 NW 132nd STREET, OPA-LOCKA, FL 33054

LEGAL DESCRIPTION: LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS IND. PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MDC, FLORIDA

PROPOSE TO OPERATE A C&D MRF SOLID WASTE FACILITY AS PER DERM REQUIREMENTS

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: GEORGETTE Bougaude PHONE: 305 332 4474

ADDRESS (If different): 3851 NW 132st OPalocka FL 33054

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 3805 NW 132nd STREET, OPA-LOCKA, FL 33054

LEGAL DESCRIPTION: LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS IND. PARK" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PUBLIC RECORDS OF MDC, FLORIDA

PROPOSE TO OPERATE A C&D MRF SOLID WASTE FACILITY AS PER DERM REQUIREMENTS

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: La Regional corp PHONE: 305-688-5242

ADDRESS (If different): 13301 NW 38 Ct Opa Locka, FL 33054

Signature

Felipe Sixto

10.00

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Florida
DRIVER LICENSE
USA
4d DLN D450-014-47-459-0
9 CLASS E
1 DE LEON
2 ARMANDO NEMESIO
8 2690 W 72ND ST
HIALEAH, FL 33016
3 DOB 12/19/1947
15 SEX M
SAFE DRIVER
4b EXP 12/19/2027
16 HGT 5'-00"
12 REST NONE
9a END NONE
4a ISS 08/27/2018
5 DD S051808270648
Operation of a motor vehicle constitutes consent to any sobriety test required by law.
DONOR

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
3805 NW 132 STREET, LLC

Filing Information

Document Number	L14000086530
FEI/EIN Number	47-0967798
Date Filed	05/29/2014
Effective Date	05/29/2014
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/16/2016

Principal Address

3805 NW 132 ST
OPA LOCKA, FL 33054

Changed: 01/13/2017

Mailing Address

PO BOX 160938
HIALEAH, FL 33016

Changed: 02/16/2016

Registered Agent Name & Address

DE LEON, ARMANDO
2690 W 72 ST
HIALEAH, FL 33016

Name Changed: 02/16/2016

Address Changed: 01/13/2017

Authorized Person(s) Detail

Name & Address

Title MGR

DE LEON, ARMANDO

PO BOX 160938
HIALEAH, FL 33016

Annual Reports

Report Year	Filed Date
2020	01/23/2020
2021	02/12/2021
2022	03/10/2022

Document Images

03/10/2022 -- ANNUAL REPORT	View image in PDF format
02/12/2021 -- ANNUAL REPORT	View image in PDF format
01/23/2020 -- ANNUAL REPORT	View image in PDF format
02/25/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
02/16/2016 -- REINSTATEMENT	View image in PDF format
05/29/2014 -- Florida Limited Liability	View image in PDF format

April 21, 2022

Gerald J. Lee, Planner/Zoning Official
City of Opa-locka
Planning and Community Development Department
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

Subject: Letter of Intent for zoning change,
3805 NW 132 Street, Opa-locka, Florida 33054.

Dear Mr. Lee,

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests a zoning change to I-4 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property.

Eco Tech Consulting, LLC has been retained by 3805 NW 132 Street, LLC, a Florida company to evaluate and prepare this letter of intent in order to operate a C & D MRF at the subject property. The facility is served by public water and sewer and is situated in a predominantly industrial area.

Site Description

The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access.

Proposed Project Description

The proposed facility will receive, segregate, compact, store and load out C & D material.

Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste.

Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse.

The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary

scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.

- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Dust and Odor Control

Indoor dust potentially produced during tipping, handling, and loading of trucks will be contained and suppressed inside the Storage/Processing building. Operators will operate dust suppression units whenever material is being received, handled, or loaded out; this system will spray a fine mist of water over the Tipping and Process floors and will knock down dust particles. Supervisory personnel as well as the Spotter, Wheel Loader Operator, and Excavator Operator will be authorized to activate or adjust the misting system at any time. With regard to exterior areas, no material will be stored, handled, or loaded outside the Storage/Processing building. Delivery vehicles will not be allowed to remove tarps until immediately prior to tipping on the Tipping Floor. The traffic areas will remain paved, so that vehicle movements will not generate dust.

Unlike putrescible waste, the Facility acceptable waste type of C/D is dry waste with zero or negligible moisture content and therefore will not produce odors. As stated above, all waste materials, both acceptable and unacceptable, shall be handled and stored exclusively within the covered and enclosed Transfer Building at all times.

In the event that objectionable odors occur outside the facility, deodorizing or odor-neutralizing agent to treat any odorous portions of the tipping floor shall be used.

Access Control and Aesthetic Considerations

The entire Site is surrounded by a six foot chain link fence with two gates at NW 132nd Street. The Site will be access controlled at all times. The Site will be attended by security personnel outside of operating hours.

As provided above, all tipping, waste handling, truck loadout and recovered materials loadout will be conducted within the enclosed Storage/Processing building. There will be no loud speakers installed or utilized at the Site. Use of horns by delivery vehicles within the Site will be prohibited, except in the event of an imminent collision. The entire facility shall be obscured by vegetation, railroad tracks and large existing industrial buildings to the West, North and East.

Housekeeping

The Facility shall be designed, maintained and operated under a program to maintain clean and attractive conditions at all times:

- The enclosed and covered Storage/Processing building will entrap any potential litter items.
- The Site plan will utilize a continuous chain link fence along the perimeter of the property designed to limit access to the site as well as to contain wind-blown litter. The fence

shall consist of a six (6) ft. high section that shall be screened with an opaque mesh along NW 132nd Street.

- Delivery vehicles using the Facility will be required to use tarps or other means of containment. The adequacy of covers or containment of incoming wastes shall be verified at the Gatehouse. A sign shall be prominently displayed at the Facility entrance stating that all loads shall be properly covered or otherwise secured.
- Delivery vehicles will un-tarp only at the designated un-tarping area.
- Railcars will be loaded and tarped only within the enclosed Transfer Building.

Despite the enclosed nature of the Storage/Processing building, Facility personnel shall conduct regular litter patrol throughout the entire Site.

Stormwater and Leachate Management

All accepted waste will be unloaded in the enclosed concrete Tipping Floor equipped with approved floor drains to collect any incidental liquids. Given that the accepted materials shall be dry and non-putrescible, with no contact with outside weather conditions, leachate will not be a significant management issue.

All materials received by the Facility shall be promptly loaded out to trucks or recovered material vehicles and shall be removed off-Site on a regular basis. There shall be no storage of waste outside the enclosed Storage/Processing building at any time.

The entire site has been improved by an existing approved stormwater management system.

Advantages of Recycling C & D material

Recycling C & D material saves energy and landfill space, reduces air pollution, water use, mining waste and consumer waste. Also, recycling C & D material saves money and natural resources.

Existing Conditions/Facts and Environmental Limitations

The proposed facility requests the City of Opa-locka to grant a zoning change to I-4 in order to operate a C & D MRF at the subject property.

1. The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
2. The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
3. The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
4. The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
5. Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.

Recommendations

In view of the above facts and limitations, Eco Tech respectfully requests the approval of a zoning change to I-4, in order to operate a C & D MRF at the subject property.

Conclusions

In Eco Tech's opinion and based on the operations proposed to be conducted at the facility as described in this letter of intent, the operation of a C & D MRF at the proposed subject property will not pose a threat to the soil and/or groundwater at the facility. It is Eco Tech's professional recommendation that the proposed facility will provide the required reasonable assurance for environmental protection through the implementation of the provisions described above. This request for a zoning change will not be detrimental to the public health, welfare and safety, will not create a nuisance, and will not materially increase the level of pollution in Opa-locka, and in Miami Dade County.

Sincerely,

Bala Somasundaram

Bala Somasundaram
Eco Tech Consulting, LLC

New Development For:

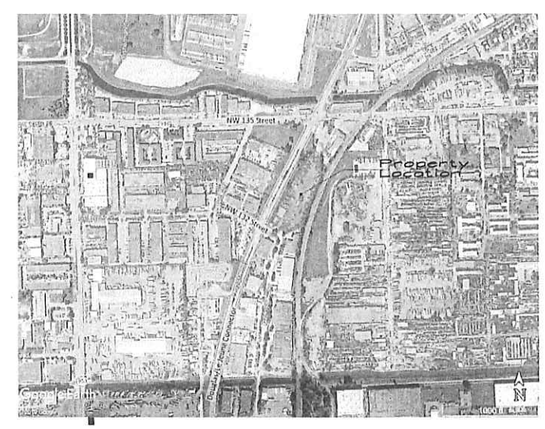
3805 NW 132 Street, LLC

3805 NW 132nd Street
Opa Locka, FL 33054

LOG OF DRAWINGS

G-1	Cover Sheet
C-1	Site Plan
C-2	Paving and Drainage Details
L-1	Landscape Layout

robert j lara
Architecture
Management
Design
8450 sw 201 street
miami, florida 33189
754.264.4773
AIA
NCARB

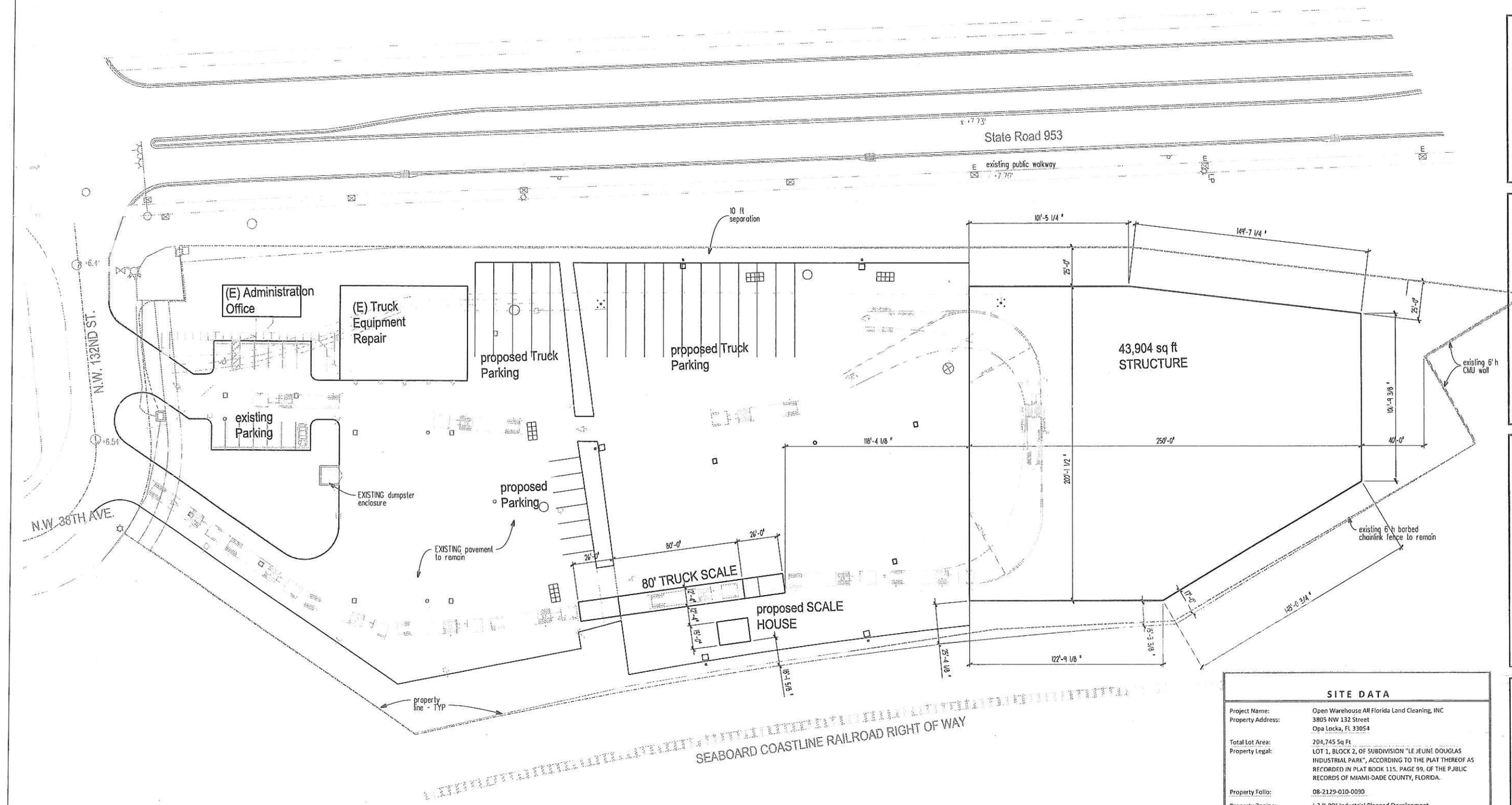


Vicinity Map

STATE OF FLORIDA
ROBERT J. LARA
AR 92824
REGISTERED ARCHITECT
JAN 29. 2020

Robert Jerry Lara
registration no. AR92824
State of Florida

G-1



General Note: Any errors, ambiguities, and omissions in drawings and specifications shall be reported to the architect for corrections before any part of the work is started. Unless expressly stipulated, no additional allowance will be made in the contract and/or manufacturer's favor or by virtue of errors, ambiguities and/or omissions which should have been discovered during the preparation of the bid estimate and directed to our attention in a timely manner.

DO NOT SCALE DRAWINGS.
Use figured dimensions only. Contractor shall verify all dimensions and conditions. In the event of a conflict, notify the Designer before proceeding with the work.

The Design and Drawings for this project are the property of this Architect and are protected under the Copyright Protection Act.

A/E FIRM

robert j lara
Architecture
Management
Design

8450 sw 201 street
cutler bay, florida 33189
754.264.4773
r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

3805 NW 132 Street, LLC

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

SITE DATA

Project Name:	Open Warehouse All Florida Land Cleaning, INC
Property Address:	3805 NW 132 Street Opa Locka, FL 33054
Total Lot Area:	204,745 Sq Ft
Property Legal:	LOT 1, BLOCK 2, OF SUBDIVISION "LE JEUNE DOUGLAS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 99, OF THE PJBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
Property Folio:	08-2129-010-0090
Property Zoning:	I-3 (I-PD) Industrial Planned Development

	REQUIRED	PROVIDED	
Building Area			
- Existing Office		1,000 S.F.	
- Existing Warehouse		4,956 S.F.	
- New Scale House		300 S.F.	
- New Warehouse		43,904 S.F.	
TOTAL Building Area:		50,160 S.F.	24.5%
Total Green Space / Open Space (pervious):	25% Min	51,501 S.F.	25.2%
Total parking lot and drives (impervious):	75% Max	103,084 S.F.	50.3%
TOTAL Lot Area	20,000 S.F. min	204,745 S.F.	100.0%

Building Setbacks of Proposed Buildings	REQUIRED	PROVIDED for Warehouse	PROVIDED for Scale House
Front	25'-0"	525'-0"	375'-5"
Side Street	25'-0"	25'-0"	235'-9"
Side	15'-0"	15'-3"	18'-2"
Rear	20'-0"	40'-0"	463'-1"
Building Height			
- New Warehouse	3 stories or 45'-0" MAX.	45'-0"	
- New Scale House			12'-0"

STATE OF FLORIDA
ROBERT J. LARA
AR 92824
REGISTERED ARCHITECT

REVISIONS

NO.	DATE	DESCRIPTION
A	08.04.19	Client Review
B	09.26.19	Client Review
C	11.02.19	Zoning Submittal
D	01.11.20	Zoning Submittal

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS AND PERMITS ARE ATTAINED.

SHEET NUMBER
C-1

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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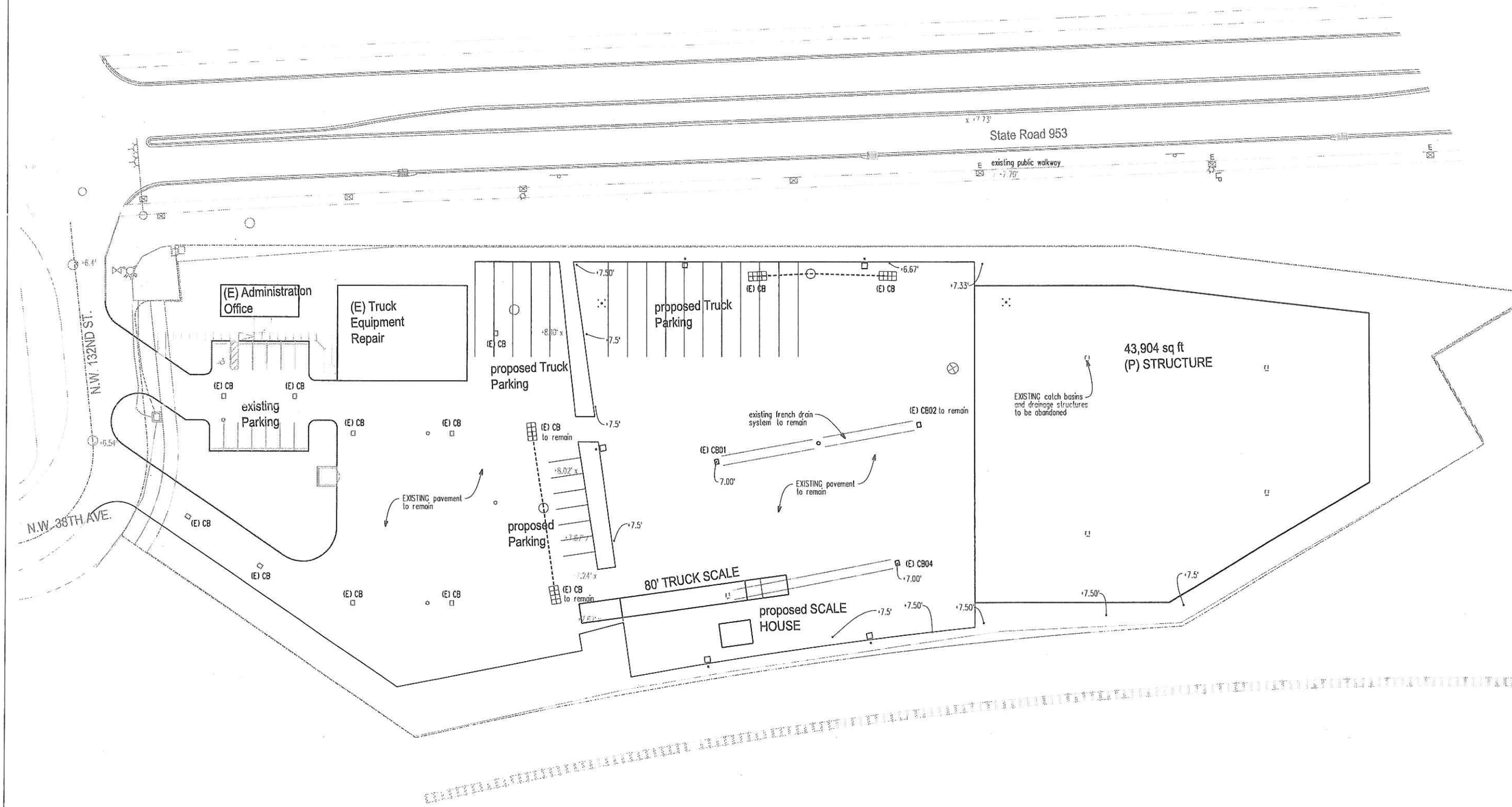
www.callsunshine.com

Site Plan
scale: 1" = 30'-0"
0 15' 30' 60' 90'



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Management
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8450 sw 201 street
cutler bay, florida 33189
754.264.4773
r_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

3805
NW 132 Street,
LLC

3805 NW 132nd Street
Opa Locka, FL 33054

PROFESSIONAL CERTIFICATION

Robert Jerry Lara
registration no. AR92824
State of Florida

REVISIONS

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STATE OF FLORIDA
ROBERT J. LARA
AR 92824
REGISTERED ARCHITECT
1.29.20

SHEET NUMBER
C-2

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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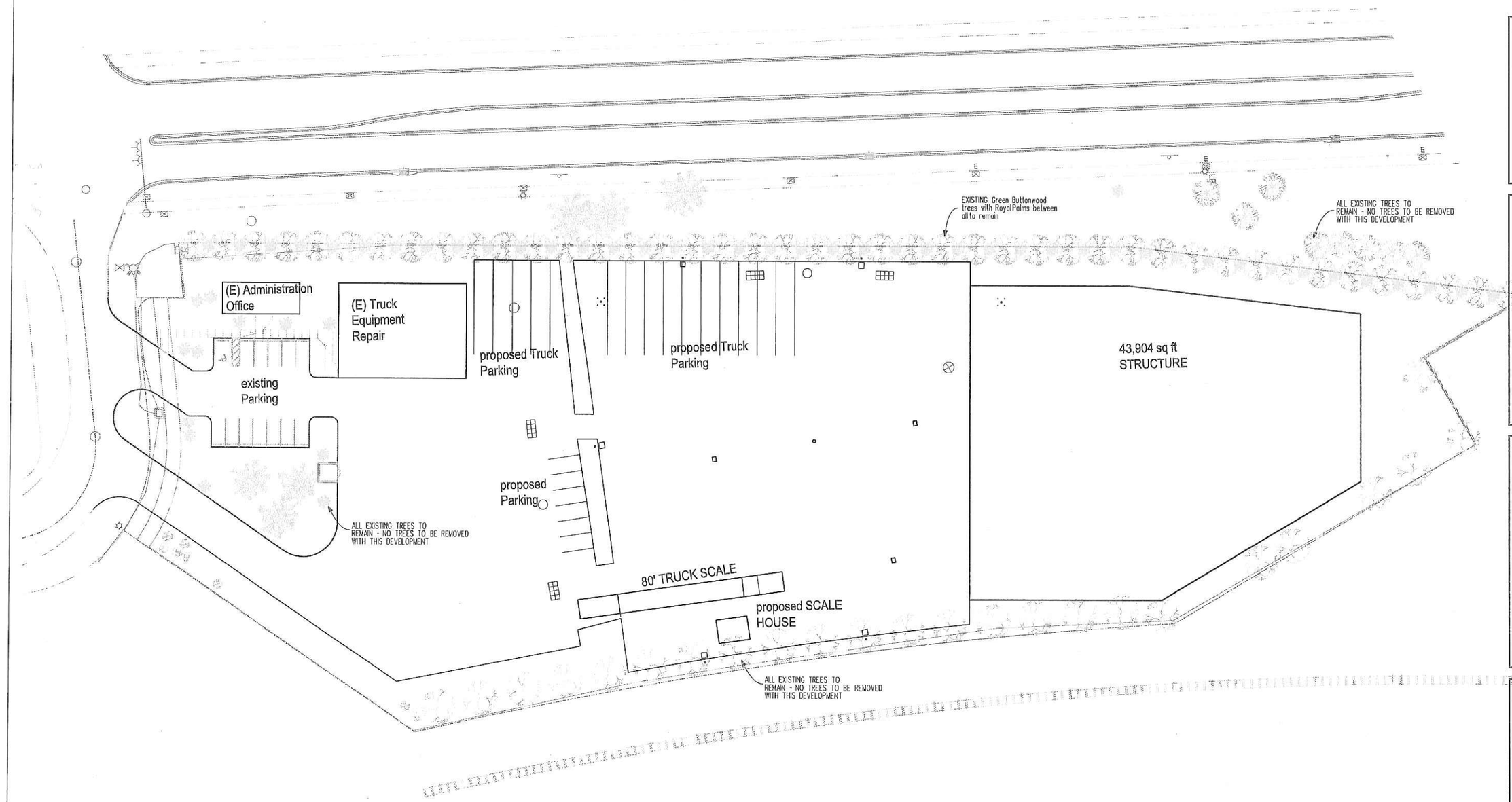
Storm Water Drainage
scale: 1" = 30'-0"
0 15' 30' 60' 90'



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New Development for:

3805 NW 132 Street, LLC

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STATE OF FLORIDA
ROBERT J. LARA
AR 92824
REGISTERED ARCHITECT
JAN 29 2020

SHEET NUMBER
L-1

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Landscape Layout

scale: 1" = 30'-0"

0 15' 30' 60' 90'

PLANNING & ZONING ADVISORY BOARD

November 17th

2020

3805 NW 132 Street, LLC: Rezoning Request

Staff Report

APPLICANT'S REQUEST:

A ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

  LEJEUNE-DOUGLAS IND PARK
  PB 115-99
  LOT 1 BLK 2
  LOT SIZE 198198 SQ FT
  OR 18686-4438 0699 1
  COC 23843-2531 09 2005 1)

- The subject property is currently own by 3805 NW 132 STREET LLC. according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Truck parking facility and the current land on one parcel (Folio #08-2129-010-0090), zoning for this parcel is I-3.
- The site is located along the Douglas/Le Jeune Road Connector (NW 37th Avenue) and NW 132nd Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 which does not allow for the operation of a C&D. The applicant is proposing to pursue a land use change from I-3 to I-2 in order to accommodate the request *(see Existing Condition Section).*

NORTH **DOUGLAS-LE JEUNE CONNECTOR** **SOUTH**

Figure 1: Google Street View, dated:

II. Project Details

- **Applicant's intent**

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests a zoning change to I-2 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue.

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

Site Computations & Land Development Regulation / Zoning Code	Table 1
Applicant	3805 NW 132 STREET LLC
Folio Number (s)	Opa-locka: 08-2129-010-0090
Address Location	3805 NW 132nd Street
Building (s) Footprint	**Total Site Area –** 198,198 SF **New Warehouse –** 50,160 SF **New Scale House –** 300 SF
Floor Area	Total 50,460 SF
Zoning	**I-3 – Liberal Industrial**

Zoning Code Consistency	The proposed use for a Construction Waste Processing Facility is inconsistent with the I-3 Zoning Code.		
Existing Land Use	Truck Parking Facility / I-3		
Future Land Use Designation	Applicant has applied for a zoning change from I-3 to I-2		
Comprehensive Plan Consistency	- The proposed use for a Construction Waste Processing Facility is inconsistent with the Comprehensive Plan with the requested property being I-3. Applicant will be seeking a zoning change to the appropriate zoning designation.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article V Sec. 22-94, 22-112, Ord. no. 14-16		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front (South)	25 Feet	525 Feet	**YES**
Rear (North)	20 Feet	40 Feet	**YES**
Side (East)	15 Feet	15-3 Feet	**YES**
Side (West)	25 Feet	25 Feet	**YES**
Corner Lots/ Other	N/A	N/A	**N/A**
Lot Coverage	N/A	0.43%	**YES**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**10,000 SF (0.22 Acres)**	**50,460 SF (1.16 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**3 Stories or 45 Feet whichever less**	**Office Building:** 45 feet	**YES**
Structure Length	**N/A**	**N/A**	**N/A**
Other Vehicular Use Area Landscaping	**1,625 SF**	**Tot Parking Lot 103,084 S.F.** **Tot Green Space 51,501 S.F.**	**YES**
Parking Details	**Office buildings:** pursuant to the Land development Regulation Ordinance 86-8: Article 4, section 22-93. one (1) Parking per 2500 square feet of floor area. *** Off. Bldg. = 22.79 spaces Required**	**Office Bldg.** 50,160 S.F. **Total Space Provided:** **25 Total Spaces** 24 Regular Spaces 1 Handicapped Spaces	**YES**
Landscape/ Pervious Lot Coverage	**20% minimum required pervious**	**30% provided**	**YES**
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office.		

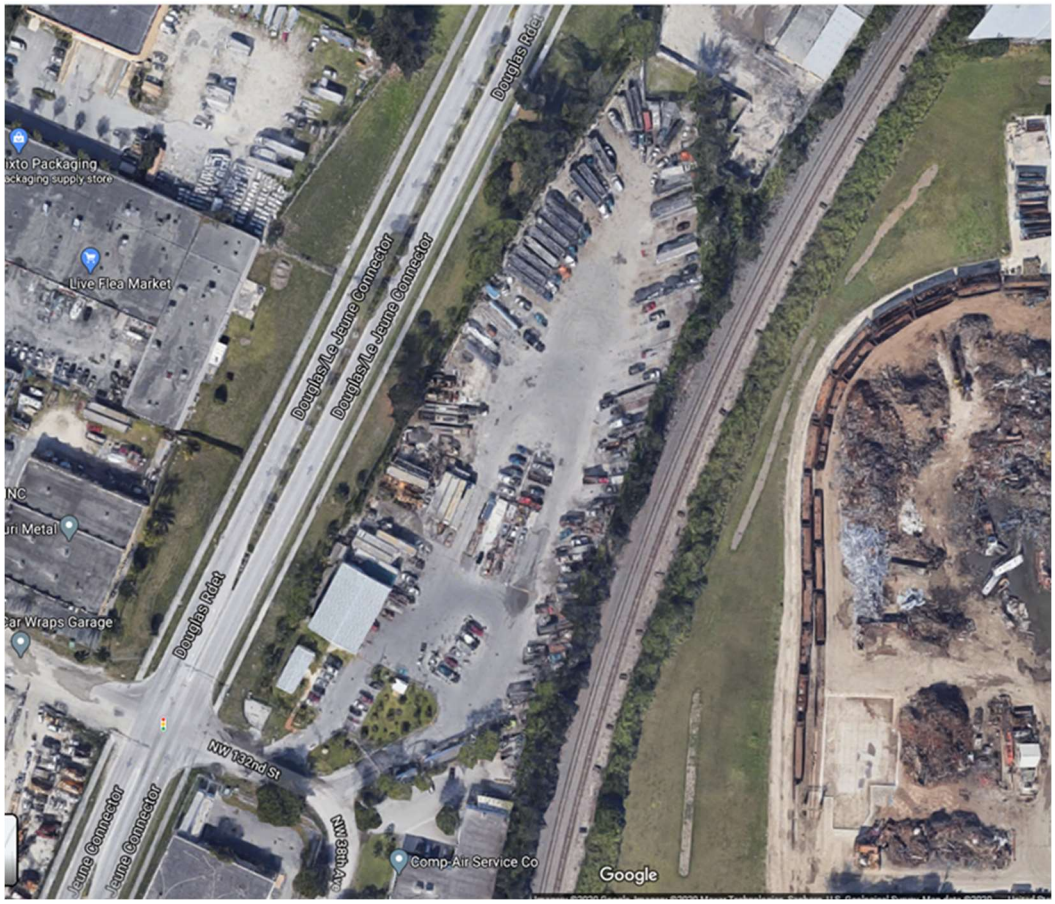
	- A copy of notice for advertisement titles were given to the Clerk's Office on Monday, September 28th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17th, 2020. - City Commission Meeting: TBD
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.

III. Overall Analysis

Existing Conditions:

The proposed facility requests the City of Opa-locka to grant a zoning change to I-2 in order to operate a C & D MRF at the subject property.

- The Subject Property is generally surrounded by I-3 properties to the north, east and south and I-4 to the west.
- The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
- The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
- The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
- The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
- Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.



Enlarged Aerial View of 3805 NW 132 Street

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Industrial	Industrial	I-3 (Liberal Industrial)
South	Industrial	Industrial	I-3 (Liberal Industrial)
East	Industrial	Industrial	I-4 (Lib. Ind. Storage and Salvage)
West	ROW	Douglas/Le Jeune Road Connector (NW 37th Avenue)	ROW

Surrounding Zoning Designation Map
The Site is Highlighted in image

- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

  COMPLIES

  - **Findings:**
    - The propose development use 'Construction and Demolition (C & D) Material Resource Facility (MRF)" is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

  COMPLIES

  - **Findings:**
    - The Applicant is proposing to include landscaping at .47ac. *(Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be of a solid masonry construction or a decorative masonry block to prevent the view of any stored article. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.
  - **Findings:**
    - The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, I-2 Industrial District (Section 22-92).

- **Future Land Use:** Industrial

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- **I-3 (Lib. Industrial) Permitted Uses:** Project Specific: *Construction and Demolition (C & D) Material Resource Facility (MRF)*
  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code I-3 (Lib. Industrial) does not allows for a Construction and Demolition (C & D) Material Resource Facility (MRF) which is permitted within a I-2. Applicant has submitted Rezoning application.

COMPLIES

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
  - **Findings:** The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

IV. Project Need Assessment / other Required Approvals

1. Rezoning
   - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.
2. Site Plan
   - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.
3. Development Agreement
   - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17th 2020.

V. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
   - No issues reported for the proposed Site Plan
2. **Building:**
   - N/A
3. **Police:**
   - N/A
4. **Community Redevelopment Agency (CRA):**
   - N/A
5. **City Manager's Office (CMO):**
   - N/A
6. **Code Enforcement:**
   - N/A
7. **City Attorney's Office:**

- Development Agreement under review

8. **Public works:**
   - N/A
9. **Inter-jurisdictional Review:**
   - N/A

VI. Staff Recommendation:

Staff recommends approval of this Rezoning request pending the following other approvals. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a rezoning application:

- The proposed rezone is consistent with goals, objectives and policies of the City's Comprehensive Plan.
- The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.
- The subject property is physically suitable for the uses permitted in the proposed district.

Expiration of Rezoning Approvals.

The grant of a rezoning shall be null and void twelve (12) months from the date of City Commission approval unless construction of the development has commenced.

VII. **Attachments:**

- Rezoning Letter of Intent
-

Planning and Community Development Department

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

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on November 17th 2020. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Ordinance No.

ORDINANCE OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Construction and Demolition (C & D) Material Resource Facility (MRF)
FOR: REZONING REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:
A construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house.

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

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1) That the request in the application by the applicant be and the same is hereby

a. APPROVED ☐ DATE: 11-17-2020

b. DENIED ☐

c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / ___

2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:

a.

b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the ordinance containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

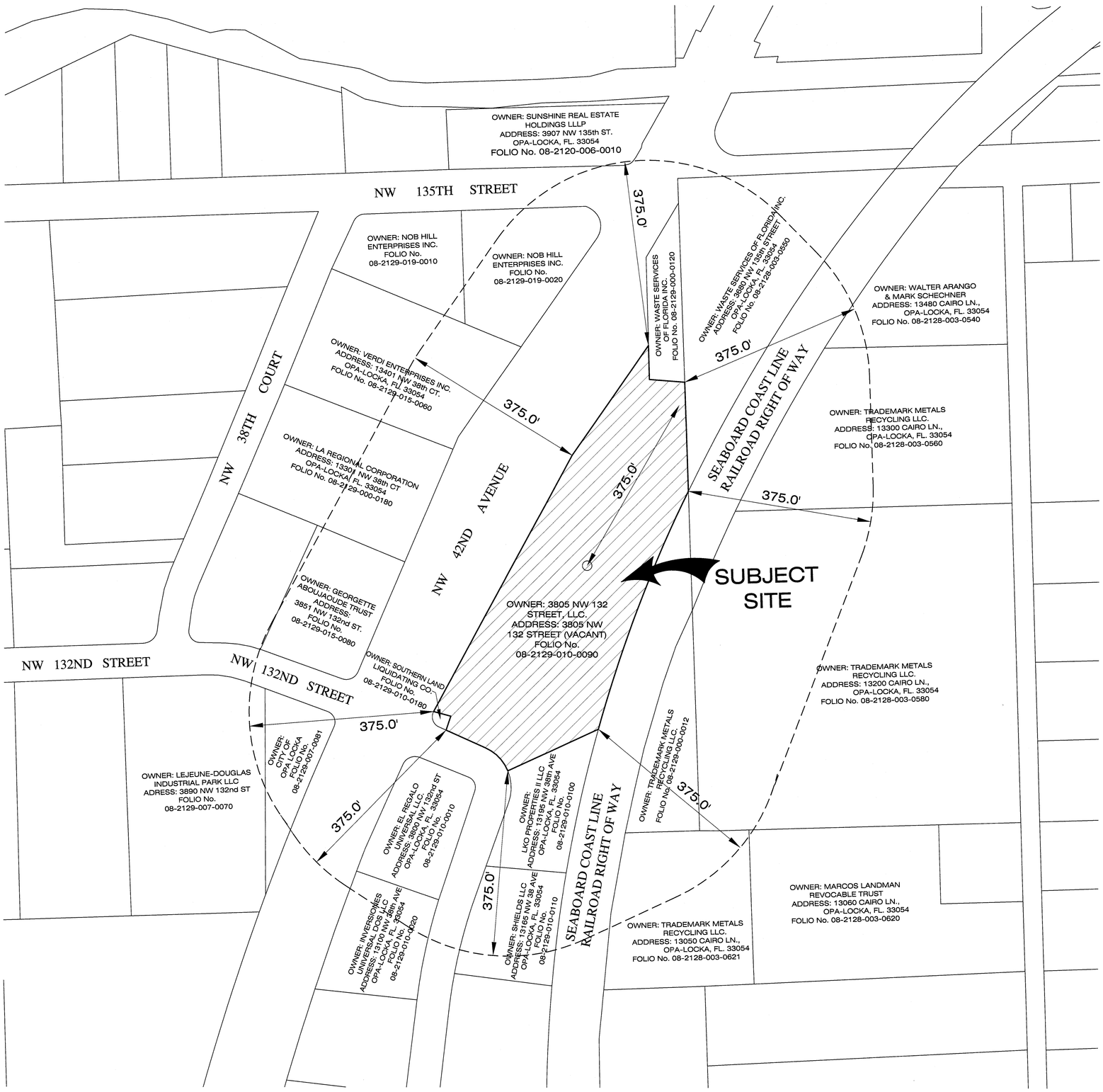
_____
Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Construction and Demolition (C & D) Material Resource Facility (MRF)

375 FOOT RADIUS MAP

LOT 1, BLOCK 2 OF "LE JEUNE DOUGLAS INDUSTRIAL PARK" IN PLAT BOOK 115, AT PAGE 99,
OF SECTION 29, OF TOWNSHIP 52 SOUTH, RANGE 41 EAST,
OPA-LOCKA, COUNTY, FLORIDA

0' 25' 50' 100'
GRAPHIC SCALE
SCALE : 1" = 100'



RADIUS MAP SKETCH

RADIUS MAP DATE:

Map Date: October 29, 2019

SUBJECT PROPERTY MAIN ADDRESS:

3805 NW 132nd Street, Opa Locka, Florida 33054
Folio No. 08-2129-010-0090

LEGAL DESCRIPTION:

Lot 1, Block 2 of "LE JEUNE DOUGLAS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 115, at Page 99, of the public Records of Miami-Dade County Florida.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Radius Map" and the Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Radius Map" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

HADONNE CORP., a Florida Corporation
Florida Certificate of Authorization Number LB7097

By: _____
Raul Izquierdo, PSM
For the Firm
Registered Surveyor and Mapper LS6099
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

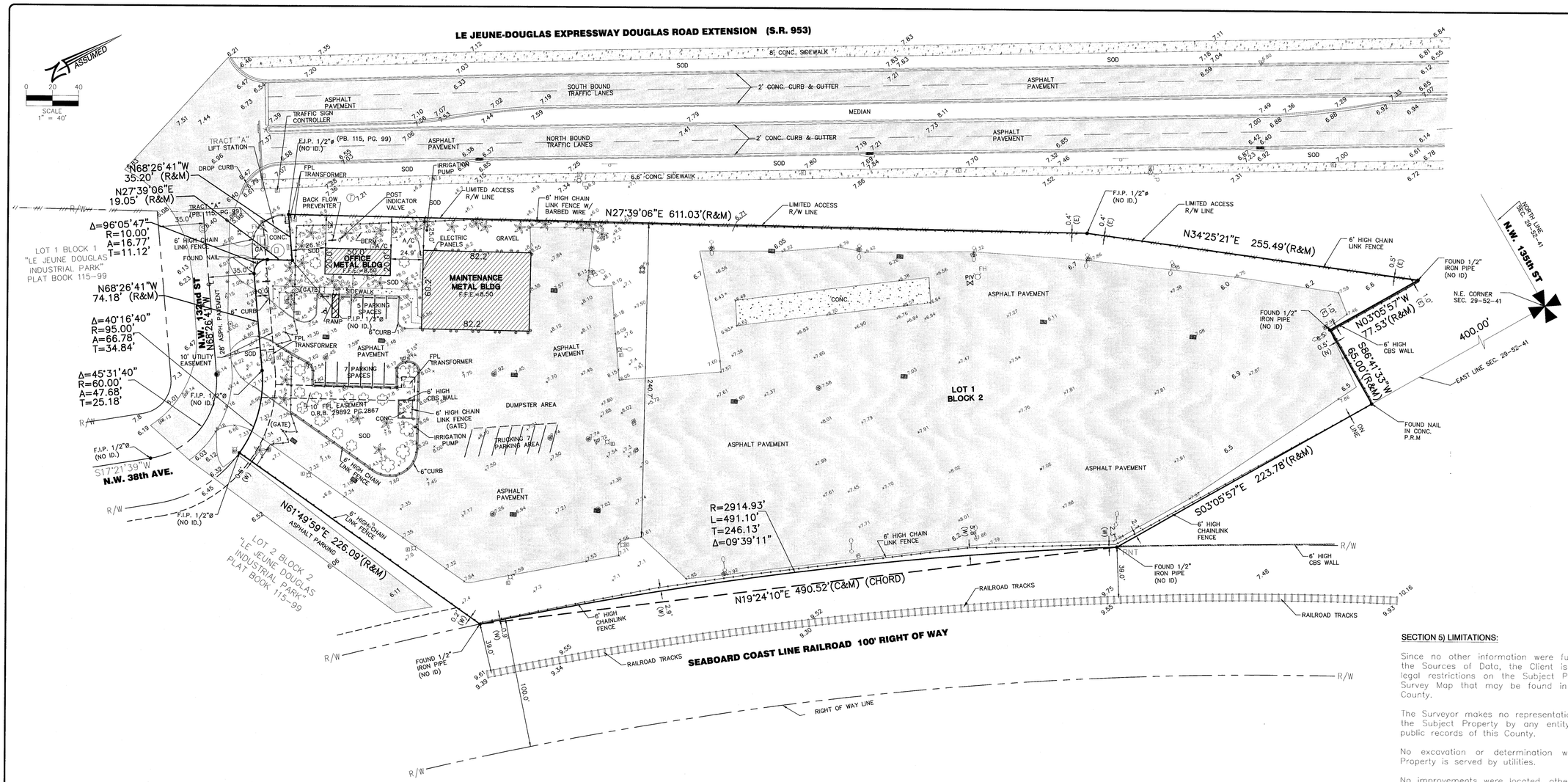
THIS IS NOT A BOUNDARY SURVEY

Job No.	08134
Drawn	MG
Checked	RI
Scale	AS SHOWN
Field Book	ON FILE
	1/1

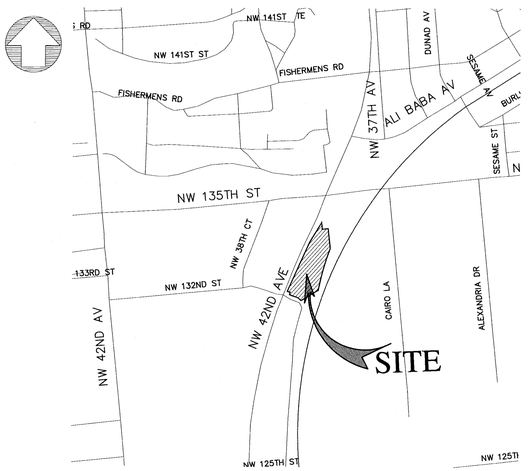
REVISIONS
1 –
2 –
3 –
4 –
5 –
6 –
7 –
8 –

RADIUS MAP
for
3805 NW 132nd STREET LLC
of
3805 NW 132nd STREET, OPA LOCKA, FL. 33054

HADONNE
LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING
1985 NW 88th Court, Suite 101 · Doral, Fl 33172 · P: +1(305)266-1188 · F: +1(305)207-6845 · W: www.hadonne.com



SEC. 29- TOWNSHIP. 52 SOUTH- RANGE 41 EAST



LOCATION MAP
NOT TO SCALE

LEGEND:

DRWY	= DRIVEWAY
D.M.E.	= DRAINAGE MAINTENANCE EASEMENT
C.M.E.	= CANAL MAINTENANCE EASEMENT
UE	= UTILITY EASEMENT
A	= ARC DISTANCE
BLDG.	= BUILDING
C.B.	= CATCH BASIN
C.B.S.	= CONCRETE BLOCK STRUCTURE
CH.	= CHORD DISTANCE
(C)	= CALCULATED VALUE
℄	= CENTER LINE
CONC.	= CONCRETE
P.R.C	= POINT OF REVERSE CURVE
P.C.	= POINT OF CURVATURE
F.N.D.	= FOUND NAIL/DISK
P.C.C.	= POINT OF COMPOUND CURVE
‖	= BASELINE
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
INV. EL.	= INVERT ELEVATION
P.B.	= PLAT BOOK
P.C.P.	= PERMANENT CONTROL POINT
CMP	= CORRUGATED METAL PIPE
P.I.	= POINT OF INTERSECTION
B/C	= BLOCK CORNER
R	= RADIUS
RAD.	= RADIAL
RES.	= RESIDENCE
R/W	= RIGHT OF WAY
SEC.	= SECTION
S.I.P.	= SET IRON PIPE
T.O.P.	= TOP OF PIPE
SWK	= SIDEWALK
P.G.	= PAGE
P.O.B.	= POINT OF BEGINNING
℄	= PROPERTY LINE
N.T.S.	= NOT TO SCALE
25.0	= ELEVATION
	= WATER OUTLET
BL.	= BLOCK
	= CLEANOUT
	= MONUMENT LINE
	= DRAINAGE CATCH BASIN
Δ	= CENTRAL ANGLE
	= TRAFFIC SIGN
	= CATCH BASIN (INLET)
	= MAST ARM
	= WOOD UTILITY POLE
	= ANCHOR POLE
	= CONCRETE LIGHT POLE
	= CONCRETE POWER POLE
	= FIRE HYDRANT
E	= ELECTRIC BOX
TV	= CABLE TV BOX
WPB	= WIRE PULL BOX
WV	= WATER VALVE
SV	= SEWER VALVE
	= METAL LIGHT POLE
W	= WATER MANHOLE
	= TELEPHONE MANHOLE
	= DRAINAGE MANHOLE
	= SANITARY SEWER MANHOLE
T.B.M.	= TEMPORARY BENCH MARK
	= PARKING METER
	= FLAG POLE
F.F.E.	= FINISH FLOOR ELEVATION
S.I.R.	= SET IRON REBAR
P.O.C.	= POINT OF COMMENCEMENT
F.N.	= FOUND NAIL
P.T.	= POINT OF TANGENCY
E.N.C.	= ENCROACHMENT
F.H.	= FIRE HYDRANT
F.I.P.	= FOUND IRON PIPE
F.I.R.	= FOUND IRON REBAR
L.F.E.	= LOWEST FLOOR ELEVATION
L.P.	= LIGHT POLE
(M)	= MEASURED VALUE
(R)	= RECORD VALUE
X-Y-Z	= SHADE TREE
X-Y-Z	= PALM TREE

X=TRUNK DIAMETER
Y=TREE HIGH
Z=CANOPY DIAMETER

	= RIGHT OF WAY LINE
	= PROPERTY LINE
	= EASEMENT LINE
	= IRON FENCE
	= WOOD FENCE
	= CHAIN LINK FENCE
OHL	= OVERHEAD UTILITY LINE
WAT	= WATER LINE
UNKN	= UNKNOWN LINE
STM	= STORM LINE
SAN	= SEWER LINE
E	= ELECTRIC LINE
	= GAS LINE
	= BRICK
	= CONCRETE
	= GRAVEL
	= TILE
	= PAVEMENT
	= CBS WALL

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

1. The date of completion of the field work of the Final Survey was on February 15, 2016.
1. The date of completion of the field work of the Update Survey was on October 31, 2019.

SECTION 2) LEGAL DESCRIPTION:

Lot 1, in Block 2, "LEJEUNE-DOUGLAS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 115, at Page 99, of the Public Records of Miami-Dade County Florida.

(Warranty Deed, dated August 4, 2014, recorded in Official Records Book 29256, Page 0222, Miami-Dade County Records).

Property Address: 3805 NW 132 Street, Miami, Florida, 33054.
Folio No.: 08-2129-010-0090

SECTION 3) ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Standards of Practice requirement for this Type of Survey as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of (1"=40') or smaller.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

Bearings as shown hereon are based upon the Centerline of NW 132 nd Street with an assumed bearing of N64°26'41"W, said line to be considered a well established and monumented line.

This property is to be located in Flood Zone "AH" with an elevation 7.00 as per Federal Emergency Management Agency (FEMA) Community Number 120657 (City of Opa Locka), Map Panel No. 12086C0119, Suffix L, Map Revised Date: September 11, 2009.

Legal Description was furnished by client.

Elevations as shown hereon are based on the National Geodetic Vertical Datum of 1929, as per Miami-Dade County's Benchmark Number N-370, Elevation 8.31 feet.

SECTION 5) LIMITATIONS:

Since no other information were furnisned other than what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear of public records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

SECTION 6) CLIENT INFORMATION:

This Boundary Survey was prepared at the request of and certified to:

3805 NW 132 STREET LLC.

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Boundary Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Boundary Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

I further certify this survey to:

Florida first Capital Finance Corporation, Inc,
U.S. Small Buisness Administration,
Tapanes Law, P.A.,
Old Republic National Title Insurance Company

HADONNE CORP., a Florida Corporation
Florida Certificate of Authorization Number LB7097

By: _____
Raul Izquierdo, PSM
Registered Surveyor and Mapper LS6099
State of Florida

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

HADONNE
LAND SURVEYOR AND MAPPERS
LAND DEVELOPMENT CONSULTANTS
SUBSURFACE UTILITY ENGINEERING
5985 NW 88th Court, Suite 101 - Doral, Fl 33172 - P: +1(305)266-1188 - F: +1(305)207-8845 - W: www.hadonne.com

MAP OF BOUNDARY SURVEY

for

3805 NW 132 STREET LLC.

at

3805 NW 132 STREET, OPA-LOCKA, FL., 33054

REVISIONS

1. UPDATE: 07-26-16
2. UPDATE: 10-31-19
3.
4.
5.
6.
7.
8.
9.
10.

Field Book:	361/24
DRAWN BY:	BG
TECH BY:	RI
QA/QC BY:	js
Job No.:	08134
	1/1