

# City of Opa-locka

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



## **REGULAR COMMISSION MEETING Agenda**

**Wednesday, May 25, 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](http://www.opalockafl.gov).

**CITY OF OPA-LOCKA**  
**“The Great City”**

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**AGENDA**  
**REGULAR COMMISSION MEETING**  
**May 25, 2022**  
**7:00 P.M.**

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**  
  
**Regular Commission Meeting Minutes – April 27, 2022**
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
  - 1. Lixon Nelson, CEO / Employment Consultant**  
**Alliance Community & Employment Services, Inc.**  
**ref: training, education and career services for individuals with disabilities**
- 11. CITIZENS’ FORUM:**  
**(Opportunity for discussion of any concerns – please limit to 3 minutes)**
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**  
  
**CONSENT AGENDA:**
  - 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO 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 FENCING AND ENTRY GATE SYSTEM FOR SHERBONDY PARK, IN AN AMOUNT OF ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF NINETEEN THOUSAND, FIVE HUNDRED DOLLARS (\$19,500.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. FOR REHABILITATION OF HISTORIC CITY HALL AND ENTER INTO THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT OF ONE HUNDRED TWENTY-THREE THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS, (\$123,750.00); 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, ACCEPTING THE PROPOSAL OF ATKINS NORTH AMERICA, INC. FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDING CONSULTING SERVICES PURSUANT TO RFQ NO. 22-0422100; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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 THE MIAMI-DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PUSH BUTTON INTERSECTIONS IMPROVEMENT (MIAMI-DADE COUNTY RPQ #20190236), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. TO INSTALL A FRENCH DRAIN, STORM DRAIN CATCH BASIN (J TYPE) SYSTEM AND POLLUTION RETARDANT BAFFLES ALONG NW 147TH STREET, WITHIN THE CITY OF OPA-LOCKA, TO MITIGATE FLOODING EVENTS ON THE STREET, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED FORTY-ONE DOLLARS (\$218,841.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED TWENTY-ONE THOUSAND, EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$21,884.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 806 JANN AVENUE TO ALLOW

**FOR THE REPLACEMENT OF THREE WINDOWS ON REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

**14. NEW ITEMS:**

**15. PLANNING & ZONING:**

**A. PUBLIC HEARINGS:**

**B. APPEALS:**

**16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:**

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

**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 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. *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. *Sponsored by City Manager***

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

**C. RESOLUTION(S):**

**17. CITY MANAGER'S REPORT:**

**18. OFFICIAL BOARD REPORTS:**

**19. FUTURE AGENDA ITEMS:**

**20. MAYOR/COMMISSION REPORTS:**

**21. OFFICIAL BOARD APPOINTMENTS:**

**Historic Environmental Preservation Board**  
**1 at-large appointment**

**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**

- A. 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, 4<sup>th</sup> Floor, Opa-locka, Florida.**
- B. Opa-locka Community Redevelopment Agency Meeting, Wednesday, May 25, 2022 at 5:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**
- C. City of Opa-locka Charter Review Board Meeting on Thursday, June 2, 2022 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**
- D. Conversations with City of Opa-locka Commissioner Chris Davis, Friday, June 3, 2022 from 5:00 p.m. – 7:00 p.m., Town Center Apartments, 420 Aladdin Street, Opa-locka, Florida.**
- E. City of Opa-locka Walking One Stop Initiative, Monday, June 13, 2022 from 9:30 a.m. – 12:00 p.m., at Glorieta Gardens Apartments, 13210 Alexandria Drive, Opa-locka, Florida. Hosted by Commissioner Chris Davis and Wayne Rawlins**

- F. City of Opa-locka After School Program, **August 23, 2021 – June 8, 2022**, Monday – Friday from 1:00 p.m. – 6:00 p.m., Helen Miller Center, 2331 NW 143<sup>rd</sup> Street, Opa-locka, Florida. We offer homework assistance, tutoring, healthy snacks, school pick-up and recreational activities. Program price: resident \$20.00 weekly – non-resident \$25.00 weekly.
- G. 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](mailto:jflores@opalockafl.gov).

# APPROVAL OF MINUTES

**CITY OF OPA-LOCKA**  
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**CLERK’S ACTION SUMMARY MINUTES**  
**REGULAR COMMISSION MEETING**  
**April 27, 2022**  
**7:00 P.M.**

**1. CALL TO ORDER:**

Mayor Williams called the meeting to order at 7:11 p.m. on Wednesday, April 27, 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 Sherelean Bass, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr., and Mayor Veronica J. Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

**3. INVOCATION:**

The Invocation was delivered by Commissioner Davis.

**4. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited in unison.

**5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

Vice Mayor Taylor, joined by his colleagues on the City Commission presented an Appreciation Award to Information Technology Department Director Nelson Rodriguez.

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

Commissioner Dominguez pulled Agenda Item 13-2 from the Consent Agenda.

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

There being no discussion, the motion to approve the Consent Agenda passed by a 5-0 vote (agenda item 13-1).



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

**7. APPROVAL OF AGENDA:**

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

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

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

**8. APPROVAL OF MINUTES:**

**Special Commission Meeting Minutes – April 5, 2022**

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to approve the minutes from the **Special Commission Meeting Minutes – April 5, 2022**.

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

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

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

There was none.

**10. PUBLIC PRESENTATIONS:**

**1. Florida Department of Transportation Ref: FDOT Safety Project along NW 135th Street between Cairo Lane and Sesame Street**

Mr. John Garzia introduced himself as the Florida Department of Transportation Project Manager for the installation of a mid-block crossing for safe pedestrian crossing along State Road 916/NW 135th Street from Cairo Lane and Sesame Street, and he presented the details of the project which he stated begins construction on May 9, 2022 with construction expected to be completed by Fall 2022.

Vice Mayor Taylor asked why the location where the project will be constructed was chosen, as opposed to installing the crosswalk closer to Alexandria Drive where the kids pass by. The Vice Mayor pointed out that they would have to come down Alexandria Drive, make a left and then cross the street.

Florida Department of Transportation Project Manager John Garzia stated that he is part of the construction team and wasn't involved in the design. Mr. Garzia committed to provide the Commission with a response from the designer of the safety project along NW 135th Street between Cairo Lane and Sesame Street, about why the location was chosen as opposed to installing the crosswalk closer to Alexandria Drive.

## **2. Ignacio Calderin, Transformational Resource Center Ref: Community and Vocational Programs**

Mr. Ignacio Calderin introduced himself as a representative of Transformational Resource Center and presented information about their Community and Vocational Programs to the Commission. Mr. Calderin informed the Commission that the organization he represents is a construction apprenticeship program which they have in five other cities and three correctional facilities, adding that it is for the underserved, underemployed returning citizens, veterans and anyone seeking an opportunity to learn a trade that can turn into a career.

Mr. Mitch Alusma introduced himself as one of the directors and instructors at the Transformational Resource Center and informed the Commission that he was raised in Opa-locka and went through the program himself. Mr. Alusma shared that the Transformational Resource Center is inclusive, and available to all participants.

Commissioner Bass asked the representatives from Transformational Resource Center to provide information on how long the program is, how much it costs and what the schedule is.

Transformational Resource Center representative Ignacio Calderin informed the Commission that there is no cost to the students. Mr. Calderin went on to say that while there are operational costs for the instructors and books, he didn't have that cost in front of him. He also said that it is a 6-month program, 2-nights a week from 10 am to 2 pm or 5 pm to 9 pm, and he described it as a pre-apprenticeship.

Commissioner Dominguez asked how many students have gone through the Transformational Resource Center program and have been successful.

Transformational Resource Center representative Ignacio Calderin informed the Commission that their organization started in 2018 with thirty students, and now has 183 with an 83% success rate getting the participants employed and staying employed.

Mayor Williams asked what the minimum age was for the Transformational Resource Center program.

Transformational Resource Center representative Ignacio Calderin informed the Commission the minimum age to participate in their program is eighteen because of the liability required by construction companies, adding that their youngest student is 66 years old.

Mayor Williams applauded the representatives of the Transformational Resource Center and said that it brings to mind Jobs Corps, which she added she has sent many there, expressing that she thinks it is a great thing because skilled laborers are needed. The Mayor offered assurances that the City can assist them whenever there's a need and shared her hope that the skilled laborers will be hired and do work in the Community, with a job pathway program into the City.

Transformational Resource Center representative Ignacio Calderin informed the Commission that they have a local general contractor that's willing to hire the students as they're going through the program. Mr. Calderin also explained that the difference between Transformational Resource Center program and Jobs Corps is that the Transformational Resource Center assigns a success coach to their students and will knock on doors if they're not going to work because they have boots on the ground and know who's who.

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

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings and informed the Commission that Ms. Dottie Johnson had registered to address the Commission virtually.

Mayor Williams opened the Citizens' Forum.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place informed the Commission that she was participating via Zoom from the Atlanta airport. Ms. Johnson expressed concern over the canceling of the Charter Review Board Meeting, reminding the Commission that it is time sensitive because of the deadline to make the recommendation for the upcoming election ballot. She strongly suggested improvement of the method to notify Citizens of

events, stating that each of the Members of the Commission know of creative ideas they have demonstrated in their past election campaign and urging them to put all of their resources together. Ms. Johnson shared that during her leave from home for about 7 days, she has been receiving calls from Citizens saying they are fearing coming to the meeting, adding that she would greatly appreciate decreasing that fear. She also suggested that the leadership team must set the standards for others to follow, highly recommending that they attend conflict resolution training because their tolerance level has to be high with education and wisdom being key. Ms. Johnson congratulated all those exceeding in their education and career, but she said that it is not a requirement for a Commission to have a high degree. She expressed her opinion that listening skills are your best friend along with execution of legislation that will benefit the community at large, adding that it's not what they say but what they do as a public servant. Ms. Johnson concluded by informing the Commission that they have been heard loud and clear and as a result, they have decided to exercise their rights in a different format, urging them to stay tuned and expressing their love for the Commission.

Mr. Brian Dennis who resides at 2140 York Street stated that he decided to run for the Miami-Dade Board of County Commissioners District 3 seat against Keon Hardemon in January of 2020, during which time he was writing for the Miami Times. Mr. Dennis explained that the last article he wrote was on April 20th because he said it would have been a conflict of interest for him to continue writing for the Miami Times and run for the County seat. He went on to say that after the August primary election, he never wrote another column because he was bombarded about who he should support. Mr. Dennis also shared that the following month, his mother passed, and said that her death was the reason he stopped writing for the Miami Times, despite people running around saying he was fired. He said that he never takes anything personal with anybody on the Dais and that if he has anything to say to anybody, he will directly call them into a meeting. Pointing out that he has not come into a Commission Meeting or said a word for 6 months but lamented that he watched all the foolishness that took place. Mr. Dennis asserted that if former Mayor Kelley doesn't run for Mayor, he is and said that there could be five new faces on the Commission come November. He concluded by stating that if they won't work with him, he can work for the City up on the Dais.

Ms. Natasha Ervin who resides at 670 Dunad Avenue stated that the Commission is held to the same decorum policy that's read by the Clerk. Mr. Ervin went on to say that they don't have to like what they say at the podium, but they have a right to say it. She also said that for the last few meetings, there's a Commissioner that always has something to say and her opinion is that someone responded to the madness. Sharing that she believes mental illness is real, she expressed her belief that there is definitely an issue. Informing the Commission that she has been investigating what residents can do, she said that she can file a complaint as a resident. Ms. Ervin added that the Dais has the right to punish the

Commissioner that was involved in the situation, just like there was punishment for Ms. Roberts. She also stated that Employees don't like to come to the podium because they're worried about retaliation, which she said happens all the time. Ms. Ervin concluded by saying that she feels the Dais is the worst Commission she has seen after coming to meetings for 30 years.

Ms. Toroni Mitchell who resides at 14225 NW 22nd Place reported that she had previously mentioned that the striping was not finished on the streets from 22nd Avenue and 143rd all the way to Nathan B. Young Elementary School and had been advised that it would be done by March 31st. Ms. Mitchell also asked for feedback on the hiring of the crossing guards because she was told it would be done by March 21<sup>st</sup>. She said that there was an alligator sighting in the canal by Nathan B. Young Elementary School, stating that it is not the first sighting, adding that they are also in the water at Ingram Park. Informing the Commission that the signs indicating alligator sightings have disappeared, she urged them to have someone put more up because the kids are down by the canals. She also stated that the manatees are coming this way with their babies, sharing that she walks along the canal during the evening. Ms. Mitchell then presented the Commission with a document that included a confirmation email which read rental assistance, but she said it was for mortgage assistance which she said the resident never received and asked for someone to get some type of feedback from Miami-Dade County on what happened.

Ms. Sandra Collado who resides at 301 Bahman Avenue expressed her concerns about the traffic and tickets being issued by police near Amazon at the 37th Avenue and 134th Street intersection light and asked the Commission to find out what's going on. Ms. Collado also reported a hole on Sharazad Boulevard, close to the offices of the Department of Children and Family, urging the Commission to help. She went on to inform the Commission that there are a lot of drugs close to the school on 27th Avenue and Ali Baba Avenue. Pointing out that she has a lot of years living here, Ms. Collado asserted that she wants her City to look nice. She concluded by encouraging the Commission to see what they can do for the park by her house because she sees people sleeping there.

There being no additional members of the public to address the Commission, Mayor Williams closed the Citizen's Forum.

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

- 1. [13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY DECISION TO SECURE FLOTECH ENVIRONMENTAL LLC. FOR CCTV INSPECTION AND HEAVY CLEANING OF CITY STORM DRAINAGE SYSTEM ON SHARAZAD BOULEVARD (BETWEEN NW 27TH AVENUE AND AHMAD STREET), IN AN**

**AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, THREE HUNDRED FORTY DOLLARS (\$41,340.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 12-1.

Interim City Manager Williams asked Public Works Director Airia Austin to introduce Agenda Item 12-1.

Public Works Director Airia Austin informed the Commission that the Public Works Department intended to evaluate the Sharazad Boulevard drainage system to establish the degree of damage in the system that was resulting in flooding between 27th Avenue and Ahmad Street, as a recommended project for the American Rescue Plan Act funds. Mr. Austin explained that during the evaluation process, the system was found to be inundated with mud and foreign objects. He went on to say that the decision was made to continue with the evaluation to see the extent of damage, resulting in a charge of \$41,301, at which point the evaluation was stopped until a request for proposals could be issued to continue with the evaluation of the entire system.

Commissioner Dominguez stated that the reason she pulled Agenda Item 12-1 is because despite her knowing that it is a great idea for the drainage to be cleaned, she wanted to ask what measures would be taken to avoid allowing the drainage to get to that point. The Commissioner said that it was her understanding that it had been over 8 years since the drainage had been cleared and suggested having a system in place to inspect the conditions of the drainage whenever the City has a heavy rainstorm.

Public Works Director Airia Austin acknowledged that it had been a while since the Sharazad Boulevard drainage system had been cleaned. Mr. Austin said that 3 years ago, the City acquired a stormwater jet vac truck to address the drainage systems, admitting that it was a neglected system prior to that. He also pointed out that his Department has been using a third-party vendor because keeping up with the drainage systems is such an extensive project but assured the Commission that inspections will be done on a monthly basis moving forward with cleaning where it is needed. Mr. Austin added that his Department has a 5-year plan to address the over four hundred drains throughout the City.

Commissioner Bass stated that she is relieved that the cleaning of the drainage system is in the process of being taken care of. The Commissioner shared that she has passed Sharazad Boulevard for the last 22 years going to and from work, and lamented that during the rainy season, it is nasty with the kids having to walk through it and cars splashing water. Adding her hopes that it would be in the past this year, she said that she is looking forward to a final project and asked when Public Works Director Airia Austin thinks it is going to be completed.

Public Works Director Airia Austin stated that a request for proposals will be coming before the Commission to allow a vendor to complete the evaluation of the drainage system, with the process lasting 25 days. Mr. Austin said that his Department hopes to have the Item back before the Commission within 3 weeks after the approval and selection.

Commissioner Bass asked if there was a possibility that the cleaning of the drainage system would be taken care of during the coming rainy months.

Public Works Director Airia Austin stated that right now, his Department has not seen any flooding during rain events and added that they are hopeful they'll be able to traverse the roadway without any flooding.

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

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

### **13. ADMINISTRATION:**

#### **CONSENT AGENDA:**

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PUSH BUTTON INTERSECTIONS IMPROVEMENT, AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR DRAINAGE IMPROVEMENT ALONG NW 133RD STREET FROM NW 42ND AVENUE TO 4400 NW 133RD STREET, WITHIN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-**

**THREE THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$143,702.00); AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET, IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND, THREE HUNDRED SEVENTY DOLLARS (\$14,370.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

**14. NEW ITEMS:**

There were none.

**15. PLANNING & ZONING:**

**A. PUBLIC HEARINGS:**

There were none.

**B. APPEALS:**

There were none.

**16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:**

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

There were none.

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF**



**RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on April 13, 2022). *Sponsored by City Manager***

It was moved by Commissioner Davis, seconded by Commissioner Bass to discuss Agenda Item 16-B-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 16-B-1.

Interim City Manager Williams asked Budget and Risk Management Director Bob Anathan to introduce Agenda Item 16-B-1.

Budget Administrator Bob Anathan made a presentation to the Commission on the FY 22 Budget Amendment #3.

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

There being no members of the public to address the Commission, Mayor Williams closed the Public Hearing for Agenda Item 16-B-1.

Commissioner Davis asked for insight on the overtime for the Parks & Recreation Department summer programs.

Budget Administrator Bob Anathan explained that Interim City Manager Williams felt that because the Parks & Recreation Department summer programs are in both the daytime and evening, it was necessary to beef up the overtime budget. Mr. Anathan said that he thought the budget was originally \$2,000 and thinks they added \$3,000 to provide a window in case there was additional overtime for the evening programs.

Commissioner Davis asked if the proposed increase in overtime budget for the Parks & Recreation Department was for programs that took place this summer.

Budget Administrator Bob Anathan clarified that the proposed increase in overtime budget for the Parks & Recreation Department would be for programs that will take place this summer.

Interim City Manager Williams stated that as preparations are made for future budgets, he also wanted to address the line item for City Employees that cash out their paid time off upon their departures from employment

with the City which he said was about \$60,000 last year while \$300,000 was spent. Mr. Williams asserted that it is something that is going to need to be addressed and the Commission should be concerned about.

Mayor Williams acknowledged that the amount budgeted for the payment of personal time off that is cashed out by City Employees upon their departures from employment with the City, is a concern and she expressed her appreciation to Interim City Manager Williams for addressing it.

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

|                        |             |
|------------------------|-------------|
| Commissioner Davis     | Yes         |
| Commissioner Dominguez | Yes         |
| Vice Mayor Taylor      | Yes         |
| Commissioner Bass      | Not Present |
| Mayor Williams         | Yes         |

**C. RESOLUTION(S):**

There were none.

**17. CITY MANAGER'S REPORT:**

Interim City Manager Williams stated that it is always an honor to have the opportunity to speak before the Dais, its Members and the Residents of the Community. Mr. Williams informed the Commission that his Office will be reaching out to have names submitted by them to serve on the Citizens Committee, which he said will be initiated next week with meeting dates announced soon. He also invited Citizens to participate, explaining that it will provide the opportunity to have direct access to the City Manager's Office. Mr. Williams said that he has noticed several items frequently come before the Dais which he said should be addressed by the administration and he added that they want to be responsive to Citizens, have an open dialogue and get the work done transparently. Interim Manager Williams also announced First Amendment training for all of the City's Police Officers identified by Captain Michael Steel, Captain Alvin Rogers and Acting Captain Lawrence Holborow. Mr. Williams asserted that it is important for Law Enforcement, which is entrusted to uphold the law, to understand that the First Amendment is part of our Constitutional rights and one of the founding principles of our government, but it has its limits. He pointed out that if he yells "fire" in a crowded theater and someone is injured, he can be held criminally liable because of the limit to First Amendment rights. Additionally, he pointed out that if he yells "bomb" on a plane, he can be held criminally liable because of the limit to First Amendment rights, and he stressed that the City's Police Force needs to understand where those boundaries are. Interim Manager Williams concluded by giving the Commission a new introduction to Adelina Gross as the new Manager for Capital Improvement Projects, Wilma Wilcox as Code Enforcement Manager and Bob Anathan who has agreed to serve as Risk Management Director along with his

role as Budget Administrator, giving each of them special recognition for their promotions from the Dais.

Commissioner Davis stated that they had a recent update on the American Rescue Plan Act Funds but said that they are unaware of the definite timeline to get the funds expended. The Commissioner asked for a brief update on the procurement process and getting the ball rolling on fixing the roads and infrastructure, which he said is one of their most pressing concerns.

Interim City Manager Williams reported that the City met the April 30th reporting deadline and offered assurances that they will continue meeting the deadlines including the December deadline to actually encumber the funds, which he anticipates will be done ahead of time. The Interim Manager said that the next item is to secure the administrative oversight and support required to administer the funds, explaining that his Office is looking at outside support in addition to the contract they already have with Financial Consultant Gerri Lazarre and her firm TriMerge Consulting Group. Mr. Williams informed the Commission that as his Office looks for the most judicious and least expensive way to get the job done, he hopes they will be scheduling a Workshop sometime next month to have a discussion on the recommendations for how they're going to distribute the American Rescue Plan Act funds. Interim City Manager Williams concluded by pointing out that one of the Agenda Items was proposed to help determine the cost so they can finish their recommendations.

**18. OFFICIAL BOARD REPORTS:**

There were none.

**19. FUTURE AGENDA ITEMS:**

There were none.

**20. MAYOR/COMMISSION REPORTS:**

Commissioner Davis shared that the Aswan Village Apartment were renamed the Mary Alice Brown Apartments, in recognition of the longtime trailblazer who helped establish Bunche Park Pool as she fought for the youth in the Community to have the right to learn how to swim and have a proper facility, in addition to her advocacy for Residents over the years and her work with local non-profits. The Commissioner said that they should give people their flowers while they're here and urged his colleagues to move the City forward in the spirit of Mary Alice Brown.

Vice Mayor Taylor pointed out that the National Day of Prayer is next week on May 5th, and he said that the Commission as a whole is sponsoring a prayer for the City of Opa-locka that will be held in front of City Hall at 780 Fisherman Street at 10 AM and he said that he hopes everybody can come out.

Commissioner Bass announced that beginning Friday, May 7th she will be in her office at 780 Fisherman Street from 4 PM to 5 PM to meet about any concerns that she is able to help with, offering assurances that she knows who to go to for assistance. The Commissioner also stated that she wanted to put to rest any rumors that she doesn't support the women of Opa-locka, explaining that she will not be in attendance of the women's event this week because it is going to be her first Mother's Day without her Mom and she shared that she is not in a good place to pretend she's having a good time.

Mayor Williams invited women to the Women of Many Hats Mother's Day Dinner on Friday, May 6th at 6:30 PM at Sherbondy Village. The Mayor shared that they will be honoring Mothers who are Residents of Opa-locka and have made a difference at Nathan B. Young Elementary and Dr. Robert B. Ingram Elementary and she thanked Teen Upward Bound, the Carrie Meek Foundation and Congresswoman Frederica Wilson for sponsoring the event. Mayor Williams reminded her colleagues that they ran on change and stated that is what they will continue to do, expressing her hope that the Members of the Dais continue to move with fortitude, resilience and perseverance, asserting that they will not move on rumors, lies and conspiracy theories that she said they tend to hear each Commission Meeting. She concluded by thanking the Commissioners on the Dais for just being themselves and urged them to continue to move forward.

City Attorney Norris-Weeks announced a private closed door attorney client session on May 11th at 6 PM, before the next Commission Meeting to discuss pending litigation including Ingram Park Apartments LLC vs Miami-Dade County and City of Opa-locka (Case #2020-008684CA01), Raul Fernandez DJ Opportunities vs Miami-Dade county and City of Opa-locka (Case #2019-035518CA01), Lakeview Apartments LLC vs Miami-Dade County and City of Opa-locka (Case #20-0011124-CA01), Opa-locka Warehouse Condominium Association Inc vs City of Opa-locka (Case #2018-002828CA01), and GFM Operations Inc vs City of Opa-locka (Case #2016-026601CA01).

Commissioner Dominguez said she would also like to announce her Mother's Day event Mom's Night Out, on Saturday, May 7th at 6 PM. The Commissioner said that the event is being sponsored by Juice Defined, DC2WIN and Chen Medical, adding that the event will include food, music, fun and giveaways, urging everyone not to miss it.

Mayor Williams asked the Commission to stick to the Agenda Items so that they can make sure that they get out earlier than later.

## **21. OFFICIAL BOARD APPOINTMENTS:**

City Clerk Flores informed the Commission that there are two pending applications from Deborah Irby and Enyer Martinez for individual appointments to the Civil Service Board.

Mayor Williams appointed Enyer Martinez to the Civil Service Board.

Vice Mayor Taylor appointed Deborah Irby to the Civil Service Board.

**22. ADJOURNMENT:**

There being no further business to come before the City Commission, it was moved by Vice Mayor Taylor, seconded by Commissioner Davis to adjourn the Meeting at 8:24 p.m.

---

**Veronica J. Williams**  
**Mayor**

**Attest:**

---

**Joanna Flores, CMC**  
**City Clerk**

# CONSENT AGENDA

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 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 FENCING AND ENTRY GATE SYSTEM FOR SHERBONDY PARK, IN AN AMOUNT OF ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF NINETEEN THOUSAND, FIVE HUNDRED DOLLARS (\$19,500.00); 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 Sherbondy Park, as well as the removal and disposal of an existing chain link fence at the park location; and

**WHEREAS**, the 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 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 Sherbondy Park, within the City, as well as the removal and disposal of the existing chain link fence, in an amount not exceed Two Hundred Fourteen Thousand, Five Hundred Dollars (\$214,500.00), including a ten percent contingency

budget of Nineteen Thousand, Five Hundred Dollars (\$19,500.00) for additional minor services which may arise; 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 and entry gate system for Sherbondy Park, within the City, as well as the removal and disposal of the existing chain link fence, in an amount of One Hundred Ninety-Five Thousand Dollars (\$195,000.00), with a contingency budget of Nineteen Thousand, Five Hundred Dollars (\$19,500.00).

**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:**

\_\_\_\_\_  
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**

|                                                                   |                                                                                |                                                      |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                    |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Department Manager:</b>                                        | Adelina Gross                                                                  |                                                      | <b>Department Manager Signature:</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                    |
| <b>City Manager:</b>                                              | Darvin Williams                                                                |                                                      | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                    |
| <b>Commission Meeting Date:</b>                                   | 05/25/2022                                                                     | <b>Item Type:</b><br><small>(Enter X in box)</small> | <b>Resolution</b><br><br>X                                                                                                                                                                                                                                                                                                                                | <b>Ordinance</b>                                                                                                     | <b>Other</b>       |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b><br><br>X                                                            | <b>No</b>                                            | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1st Reading</b>                                                                                                   | <b>2nd Reading</b> |
|                                                                   |                                                                                |                                                      | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>Yes</b><br><br>X                                                                                                  | <b>No</b><br><br>X |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept.)</small><br>Ex:<br>See Financial Impact Section |                                                      | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           | <b>No</b><br><br>X |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b><br><br>X                                                            | <b>No</b>                                            | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                    |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b><br><br>X                                                            | <b>No</b>                                            | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input checked="" type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                    |
| <b>Sponsor Name</b>                                               | City Manager                                                                   |                                                      | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                    |

**Short Title:**

PROJECT No. 2022-04-013

**INSTALLATION OF NEW FENCING AND GATE SYSTEM FOR SHERBONDY PARK**

**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 continuing professional architectural and engineering services for the construction and installation of an 8-foot wrought iron fence and entry gate system for Sherbondy Park as well as the removal and disposal of the existing chain link fence.

This project will enhance these facilities by adding beautification and increased safety to Sherbondy Park. Park visitors will be able to play, practice, and enjoy the outdoor activities in a safer and more secure place, and this improvement will also minimize future vandalization of park equipment.

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

### **Financial Impact**

|           | Account   | Description  | Available    | Project      | Remaining Balance |
|-----------|-----------|--------------|--------------|--------------|-------------------|
| Budget    | 44-541838 | Park Fencing | \$157,000    |              |                   |
| Bgt Amend | 44-541838 | Park Fencing | \$ 57,500    |              |                   |
| Total     |           |              | \$214,500.00 | \$214,500.00 | —                 |

The proposal is for \$195,000. An additional ten Percent (10%) contingency is recommended to be added to cover the unforeseen during construction and installation; therefore, a total expenditure of \$214,500.00 is recommended for approval. The original budget for this project was \$200,000, funded by a State grant of \$100,000, with the remainder funded by the City and the CRA. (Sherbondy Park is within the CRA.) The design portion of this project required \$43,000, leaving \$157,000 available. The remaining \$57,500 will covered by Budget Amendment #4, to be submitted in June and funded with General Fund available fund balance.

### **Proposed Action:**

Staff recommends the City Manager be authorized to enter the City into a contract with SSN Engineering, LLC, to construct a wrought iron fence and gate system for Sherbondy Park and further authorize the establishment of a \$19,500 contingency to address minor items which may arise.

### **Attachment:**

1. Agenda
2. Proposal provided by SSN Engineering, LLC
3. Fencing Design
4. Resolution # 20-9767, accepting BID proposal for continuing professional architectural and engineering consulting services pursuant to RFQ 20-0324200
5. 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](http://www.ssnengineering.com)

April 29, 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 SHERBONDY PARK**

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 Sherbondy 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 Sherbondy Park according to the attached layout (Attached with this proposal).

### **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..... \$195,000.00**

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,



---

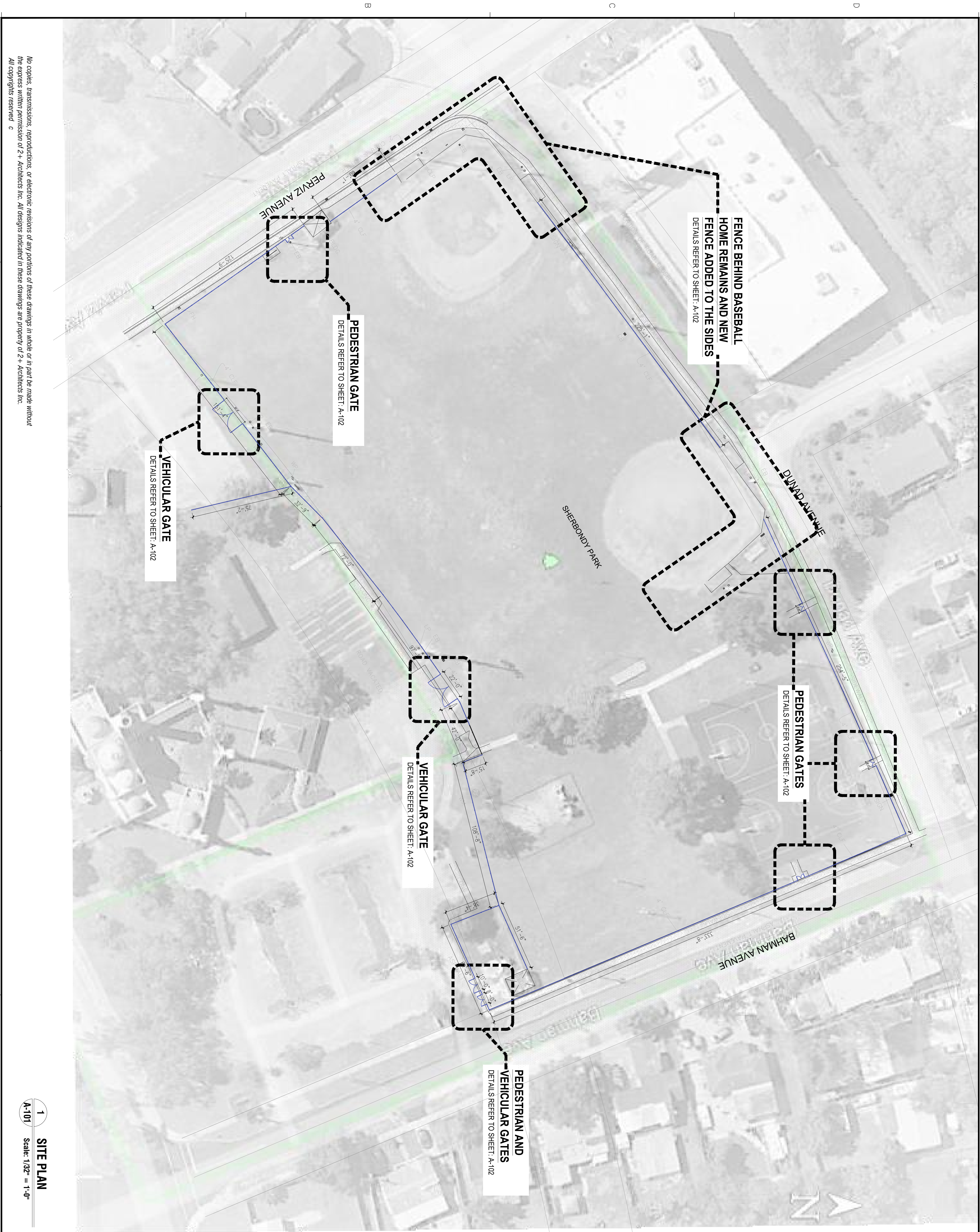
**SSN ENGINEERING, LLC**  
**MD SHAHINUR RAHMAN**

---

**CITY OF OPA-LOCKA**  
**ADELINA GROSS, Operations Manager**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.





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A-101

SITE PLAN

Scale: 1/32" = 1'-0"

|               |                       |       |                                                |                                                                                                      |                                                                                                                              |
|---------------|-----------------------|-------|------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| LOCATION PLAN | 2202-SH<br>04-27-2022 | A-101 | Seal<br>Edgardo O. Macchi<br>Reg. No. RA-96126 | Project<br><b>SHERBONDY PARK</b><br>FENCING PROJECT<br>777 Sharazad Boulevard<br>Opa-Locka, FL 33054 | 2+ARCHITECTS<br>260 Andalusia Avenue<br>Coral Gables, FL 33134<br>v. 305.619.3277<br>info@2plus-architects.com<br>AA26002834 |
|               |                       |       |                                                |                                                                                                      |                                                                                                                              |

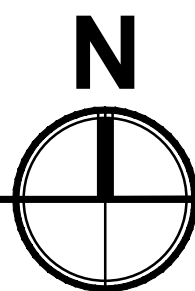


# SHERBONDY PARK FENCE PROJECT

777 SHARAZAD BOULEVARD, Opa-locka FL 33054

PROGRESS PERMIT SET - April 27th, 2022

PROJECT No. : 2202-SH



## INDEX OF DRAWINGS

- GN-00

GN-01

A-101

A-102

S-1
- COVER SHEET

GENERAL NOTES

LOCATION PLAN

FENCE DETAILS

FENCE DETAILS

## LOCATION MAP



## DEMOLITION NOTES

1. ALL DEMOLITION IS DENOTED BY BROKEN LINES

2. THIS DRAWING IS ONLY TO ASSIST IN SHOWING THE SCOPE OF DEMOLITION WORK AND IS NOT INTENDED TO INDICATE ALL DEMOLITION. CONTRACTOR SHALL REMOVE ALL EXISTING ITEMS AS REQUIRED TO PROPERLY COMPLETE ALL WORK INDICATED IN THE CONTRACT DOCUMENTS.

3. NOT ALL ITEMS TO BE DEMOLISHED ARE SHOWN ON THE PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A WALK-THRU OF THE PROJECT PRIOR TO SUBMITTING A BID IN ORDER TO IDENTIFY POSSIBLE CRITICAL ITEMS, WHICH ARE NOT OR INCORRECTLY ADDRESSED, REQUIRING CLARIFICATION.

4. PROVIDE SAFETY FEATURES DURING CONSTRUCTION APPLICABLE CODE RULES AND REGULATIONS HAVING JURISDICTION OF THE PROJECT.

5. CUT, REMOVE, PATCH, ALTER AND REFINISH EXISTING CONSTRUCTION AS REQUIRED TO COMPLETE WORK IN A SATISFACTORY CONDITION TO MATCH NEW AND/OR EXISTING CONDITIONS.

6. CONTRACTOR SHALL TAKE ALL PRECAUTIONS REQUIRED TO PROTECT ALL UNDERGROUND OR OTHER CONCEALED UTILITIES HE SHALL INSPECT CEILINGS AND CHASES TO ASSURE PROPER IDENTIFICATION OF UTILITIES PRIOR TO CUTTING, PATCHING, CAPPING, ETC., AS REQUIRED AND INDICATED ON M/E/P/DOCUMENTS.

7. RENOVATION WORK SHALL ENTAIL INTERVENTIONS IN AREAS OUTSIDE OF THE IMMEDIATE SCOPE OF WORK. IT SHALL REQUIRE WORK INVOLVING REMOTE UTILITY LINES (ELECTRICAL, MECHANICAL, PLUMBING, COMMUNICATIONS, ETC.). ANY SUCH WORK SHALL BE ALL INCLUSIVE. PROVIDE ALL STRUCTURES UTILITIES, FINISHES AND EQUIPMENT REQUIRED TO RESTORE THE AREA TO FULLY OPERATIONAL CONDITIONS IN COMPLIANCE WITH RATING INTEGRITY, AND TO MEET OWNER'S APPROVAL. ALL WORK AS DESCRIBED IN THIS NOTE SHALL BE INCLUDED AS PART OF THE BASE CONTRACT PRICE.

8. PATCH AND REPAIR ALL EXISTING SURFACES DAMAGED BY DEMOLITION AND/OR INSTALLATION OF NEW WORK AND/OR UTILITIES, AS REQUIRED TO MATCH ADJACENT SURFACES AND/OR RECEIVE NEW SCHEDULED FINISHES.

9. VERIFY WITH MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS ITEMS TO BE REMOVED/ RELOCATED.

10. DESTINATION OF SALVAGEABLE ITEMS SCHEDULED TO BE REMOVED, SUCH AS EXISTING EQUIPMENT, PLUMBING AND/OR ELECTRICAL FIXTURES, DOORS, FRAMES, ETC., SHALL BE COORDINATED WITH THE OWNER
11. PARTITION, CEILING, FLOOR AND ALL OTHER SURFACES AND BUILDING ELEMENTS DISTURBED BY WORK BEING PERFORMED TO UPGRADE THE H.V.A.C. DISTRIBUTION SYSTEM SHALL BE REPAIRED/PATCHED/PAINTED AND RESTORED TO ITS ORIGINAL STATE MATCHING EXISTING ADJACENT FINISHES AND/OR RECEIVE ALL NEW SCHEDULED FINISHES USING MEANS METHODS AND STANDARDS.

12. ALL A/C SUPPLY AND RETURN GRILLES, AND PASSAGEWAYS ARE TO BE DOUBLE SEALED WITH CLEAR PLASTIC VISQUEEN IN A MANNER TO PROHIBIT THE TRANSFER OF AIRBORNE PARTICLES THROUGHOUT THE SPACE OR ADJACENT AREAS.

13. ----

14. ALL WALLS AND HEADERS WHERE EXISTING DOORS, WINDOWS, AND/OR PORTION OF WALLS HAVE BEEN REMOVED SHALL BE PATCHED, REPAIRED AND FINISHED TO MATCH AND ALIGN WITH ADJACENT SURFACES.

15. CONTRACTOR SHALL DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL DEVICES, LUMINARIES, WIRING DEVICES, OUTLET BOXES, CONDUIT AND WIRING IN WAY OF DEMOLISHED PARTITIONS AND WALLS. EXISTING ELECTRICAL SERVICE SHALL REMAIN TEMPORARY UNTIL NEW ELECTRICAL DISTRIBUTION, COORDINATE WITH PROPER POWER CO. AUTHORITIES.

16. THE NATURE OF THE REMODEL TYPE CONSTRUCTION POSES SPECIAL PROBLEMS FOR THE DESIGNER ENGINEERS AS WELL AS THE PLUMBING CONTRACTOR. EVERY EFFORT HAS BEEN MADE BY THE ENGINEERS TO SHOW AND VERIFY, WHERE POSSIBLE, THE LOCATION OF THE EXISTING PLUMBING SYSTEMS. THE MAJOR PORTION OF THE PLUMBING SYSTEMS ARE AS SHOWN ON THE DRAWINGS: HOWEVER MINOR DEVIATIONS MAY BECOME EVIDENT AS THE JOB PROGRESSES. NO ADVANTAGE IS TO BE TAKEN BY THE PLUMBING CONTRACTOR BECAUSE THESE MINOR DIFFERENCES. PLUMBING CONTRACTOR SHALL PERFORM A FIELD OF VERIFICATION BEFORE BIDDING THIS PROJECT.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS DEMOLITION WORK WITH OTHER TRADES, AND TO PROTECT FROM DAMAGE EXISTING PIPES USED FOR FUTURE CONNECTIONS.

18. CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTH OF EXISTING PIPES BEFORE COMMENCING TO WORK AND MAKE MODIFICATIONS AS REQUIRED WITHOUT ADDITIONAL COST TO THE OWNER.

19. EXISTING PIPES SERVING AREAS REMAINING IN SERVICE AT THIS TIME SHALL NOT BE INTERRUPTED UNLESS IS A TEMPORARY INTERRUPTION COORDINATED WITH THE OWNER.

20. PLUMBING CONTRACTOR SHALL PAY ALL FEES, INSPECTION AND CONNECTION CHARGES REQUIRED INCLUDING UTILITY FEES.

21. ALL INTERIOR WALLS ARE BELIEVED TO BE NON-BEARING. PRIOR TO DEMOLITION ADVISE ENGINEER TO OBSERVE BEARING CONDITION.

## PROJECT TEAM

### ARCHITECT

2+ ARCHITECTS, INC  
260 Andalusia Ave  
Coral Gables, Florida 33134  
305.619.3277

### STRUCTURAL

TASK LABORATORIES, INC  
AMIR A. GHORI, P.E. No. 55538  
14241 S.W. 140th Street  
MIAMI, FLORIDA 33186  
305.812.5343

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2+ ARCHITECTS

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info@2plus-architects.com  
AA26002834

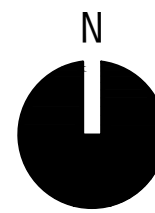
SHERBONDY PARK  
FENCING PROJECT

777 Sharazad Boulevard  
Opa-Locka, FL 33054

Project

Seal  
Edgardo O. Macchi

Reg. No. RA-96126



Revised:

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COVER SHEET

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## ABBREVIATIONS

## GENERAL NOTES

## PROJECT DESCRIPTION

### EXTERIOR SCOPE OF WORK

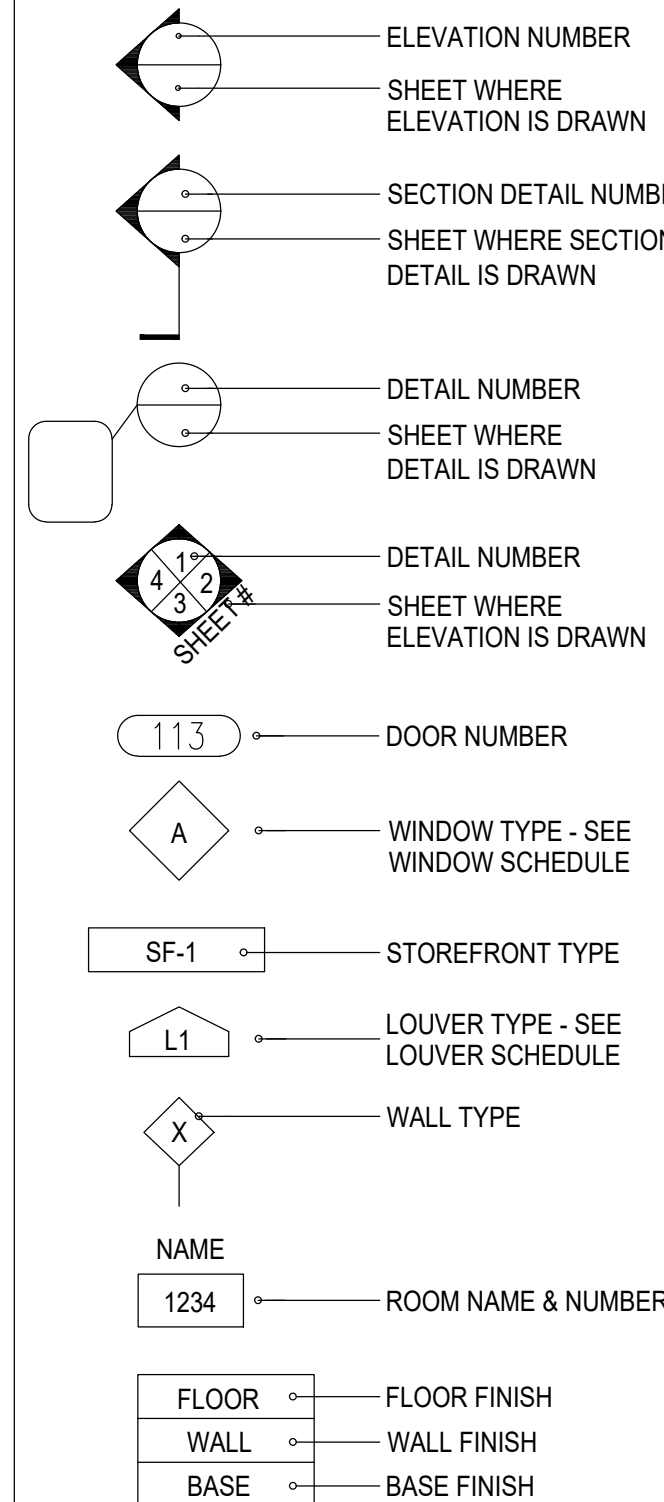
THE PROJECT CONSISTS OF THE REMOVAL AND REPLACEMENT OF EXISTING FENCE AND GATES.

## CODE COMPLIANCE

### CODE REFERENCE

FLORIDA BUILDING CODE – EXISTING BUILDING 2020 7TH EDITION  
FLORIDA BUILDING CODE – BUILDING 2020 7TH EDITION  
FLORIDA BUILDING CODE – ACCESSIBILITY 2020 7TH EDITION  
FLORIDA BUILDING CODE – PLUMBING 2020 7TH EDITION  
FLORIDA BUILDING CODE – MECHANICAL 2020 7TH EDITION  
FLORIDA FIRE PREVENTION CODE 2020 7TH EDITION  
NFPA 101 (2018 EDITION)

## SYMBOL KEY



## COVER SHEET

2202-SH 04-27-2022

GN-01

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Edgardo O. Macchi

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Revised:

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PCASTANO

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1. THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ARCHITECT. ANY MODIFICATIONS, DELETIONS OR ADDITIONS TO THESE DRAWINGS ARE STRICTLY PROHIBITED.

2. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL COMPLY WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE AND REQUIREMENTS IMPOSED BY ALL OTHER APPLICABLE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM THEIR WORK IN CONFORMANCE WITH ALL APPLICABLE CODES, ORDINANCES AND LIFE SAFETY FEATURES AS REQUIRED BY LOCAL, STATE, OR NATIONAL AUTHORITIES. THEY SHALL VERIFY WITH THE ARCHITECT IF MODIFICATION OF THEIR WORK IS REQUIRED FOR COMPLIANCE.

3. THE BIDDER, BY MAKING A BID, REPRESENTS THAT THE BIDDER HAS READ AND UNDERSTANDS THE DRAWINGS (BIDDING DOCUMENTS) TO THE EXTENT THAT SUCH DOCUMENTATION RELATES TO THE WORK FOR WHICH BID IS SUBMITTED. THE BID SHALL BE BASED UPON THE MATERIALS, SYSTEMS AND EQUIPMENT SPECIFIED BY THE DRAWINGS (BIDDING DOCUMENTS) WITHOUT EXCEPTION. SHOULD QUESTIONS ARISE, DURING THE BIDDING PROCESS, REGARDING THE CLEAR INTENT OF ANY PORTION OF THESE DRAWINGS (BIDDING DOCUMENTS), THE BIDDER SHALL PROMPTLY SUBMIT A WRITTEN REQUEST FOR CLARIFICATION TO THE ARCHITECT AND OBTAIN ALL NEEDED INFORMATION PRIOR TO SUBMITTAL OF BID.

4. THE DRAWINGS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY ALL.

5. IN AS MUCH AS THE DRAWINGS ARE COMPLIMENTARY, BEFORE STARTING EACH PORTION OF THE WORK THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE VARIOUS DISCIPLINES OF THE DRAWINGS WITH EACH OTHER AND WITH INFORMATION FURNISHED BY THE OWNER AND SHALL REPORT PROMPTLY TO THE ARCHITECT, ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED. SHOULD THE CONTRACTOR PROCEED WITH ANY CONSTRUCTION ACTIVITY KNOWING THAT IT INVOLVES A RECOGNIZED ERROR, THE CONTRACTOR SHALL ASSUME APPROPRIATE RESPONSIBILITY FOR SUCH PERFORMANCE AND SHALL BEAR AN APPROPRIATE AMOUNT OF THE ATTRIBUTABLE COST FOR CORRECTION.

6. IT IS NOT THE INTENT OF THESE DRAWINGS TO DEPICT EVERY DETAIL OF CONSTRUCTION. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS REQUIRED TO COMPLETE THE WORK OUTLINED IN THE DRAWINGS.

7. SHOULD A VARIANT OCCUR WITHIN THE DRAWINGS, THE ITEM OR ARRANGEMENT OF BETTER QUALITY AND / OR HIGHER COST SHALL BE INCLUDED IN THE CONTRACT PRICE.

8. ABBREVIATIONS NOTED IN THE DRAWINGS ARE THOSE COMMONLY USED. THE ARCHITECT WILL DEFINE ANY ABBREVIATION QUESTIONED UPON REQUEST.

9. THE CONTRACTOR SHALL EXECUTE THE WORK IN ACCORDANCE WITH THE DRAWINGS TO THE EXTENT POSSIBLE. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES IN ORDER TO AVOID CONFLICT. WHERE CONFLICTS OCCUR THAT CANNOT BE EASILY RESOLVED, THE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK. WHERE DIRECTED BY THE ARCHITECT THE CONTRACTOR SHALL, WITHOUT EXTRA CHARGE, MAKE REASONABLE MODIFICATIONS IN LAYOUT AS NEEDED TO PREVENT CONFLICT WITH VARIOUS TRADES AND / OR PROPER EXECUTION OF WORK.

10. DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY. THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS, VERIFY FIELD CONDITIONS AND CAREFULLY COMPARE SUCH FIELD MEASUREMENTS AND CONDITIONS AND OTHER INFORMATION KNOWN TO THE CONTRACTOR WITH THE DRAWINGS BEFORE COMMENCING ANY ACTIVITIES. ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED BY OR MADE KNOWN TO THE CONTRACTOR SHALL BE REPORTED PROMPTLY TO THE ARCHITECT. CONTRACTOR'S COMMENCEMENT OF WORK SHALL CONSTITUTE ACCEPTANCE OF EXISTING CONDITIONS.

11. THE CONTRACTOR'S REPORT TO THE ARCHITECT OR REQUEST FOR INFORMATION SHALL BE SUBMITTED IN SUCH FORMS AS THE ARCHITECT MAY REQUIRE.

12. ALL DEMOLITION, AS APPLICABLE, SHALL BE COORDINATED WITH THE A.O.R & OWNER PRIOR TO THE EXECUTION OF WORK.

13. THE MEP ENGINEERING DISCIPLINES (TO INCLUDE FIRE SPRINKLER AND FIRE ALARM SYSTEMS, AS APPLICABLE) ARE DIAGRAMMATIC BY NATURE AND ARE INTENDED TO ILLUSTRATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT OUTLINED IN THE DRAWINGS.

14. AT PROJECT CLOSE-OUT THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A SET OF AS-BUILT DRAWINGS, DEPICTING ACTUAL COMPONENT PLACEMENT AND ROUTING, FIELD MODIFICATIONS, ADDITIONS AND DELETIONS MADE DURING CONSTRUCTION OF THE PROJECT.

15. ALL SPECIFIED MATERIALS, SYSTEMS AND EQUIPMENT, INCLUDING SHOP DRAWINGS, SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND ACCEPTANCE PRIOR TO FABRICATION OR PURCHASING.

16. ALL PROPOSED SUBSTITUTIONS OF SPECIFIED MATERIALS, SYSTEMS AND EQUIPMENT SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND ACCEPTANCE PRIOR TO FABRICATION OR PURCHASING.

17. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE UTILITY COMPANIES FROM WHICH SERVICE IS TO BE OBTAINED.

18. THE CONTRACTOR SHALL FIELD INSPECT ALL AVAILABLE EXISTING SITE UTILITIES AND VERIFY THAT SAID UTILITIES COMPLY WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE AND REQUIREMENTS IMPOSED BY ALL OTHER APPLICABLE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.

19. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED BUILDING PERMITS, INSURANCE CERTIFICATES, LICENSES (INCLUDING ALL APPLICABLE TAXES), ETC. REQUIRED TO PERFORM THE WORK OUTLINED IN THE DRAWINGS.

20. THE CONTRACTOR SHALL COORDINATE AND SUPERVISE ALL WORK PERFORMED BY HIS FORCES AND BY SUB-CONTRACTORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND SUPERVISION OF ALL WORK ACTIVITIES TO ASSURE COMPLIANCE WITH THE DRAWINGS.

21. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BARRIERS, LIGHTING, COVERING, BRACING, SHORING, FIRE PROTECTION AND ALL OTHER EQUIPMENT, MEANS AND METHODS NECESSARY TO PROTECT THE SAFETY AND SECURITY OF ALL PERSONS AND THE PROPERTY THROUGHOUT THE ENTIRE PERIOD OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY IF ADDITIONAL REQUIREMENTS ARE NEEDED BY OWNER OR/AND LANDLORD.

22. THE CONTRACTOR SHALL COORDINATE ALL PARKING AND ON-SITE STORAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT.

23. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH EQUIPMENT// APPLIANCE WARRANTIES, AS APPLICABLE.

24. THE CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY FOR ALL WORKMANSHIP, MATERIALS, SYSTEMS AND EQUIPMENT FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION AND WILL AT NO EXPENSE TO OWNER, REPAIR, RESTORE AND / OR REPLACE ALL DEFECTIVE WORK DURING THE TERM OF SAID WARRANTY. THE TERM AND CONDITIONS OF THE WARRANTY MAY BE EXTENDED OR MODIFIED BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.

25. WHERE DISSIMILAR MATERIALS COME IN CONTACT, THE CONTRACTOR SHALL PROVIDE PROPER INSULATION TO PREVENT GALVANIC OR ELECTROLYTIC ACTION.

26. THE CONTRACTOR SHALL PROPERLY ISOLATE ALL MATERIALS, SYSTEMS AND EQUIPMENT TO PREVENT VIBRATION AND / OR NOISE TRANSMISSION.

27. ALL WOOD IN CONTACT WITH CEMENTITIOUS MATERIAL SHALL BE PRESSURE TREATED WOOD.

28. BORATE BASED PRESERVATIVE – FOR ABOVE GROUND APPLICATIONS THAT ARE CONTINUOUSLY PROTECTED FROM LIQUID WATER.  
B. COPPER BASED PRESERVATIVE – FOR FULL EXPOSURE TO ABOVE GROUND, GROUND CONTACT AND FREE WATER APPLICATIONS.  
C. ALL METAL PRODUCTS USED IN CONJUNCTION WITH PRESSURE TREATED WOOD SHALL BE IN ACCORDANCE WITH PUBLISHED RECOMMENDATIONS OF THE METAL PRODUCTS MANUFACTURER AND WOOD PRESERVATIVE PRODUCTS.

29. ALL NAILS USED IN EXTERIOR APPLICATIONS SHALL BE HOT-DIPPED GALVANIZED, U.O.N.

30. ALL PRE-MANUFACTURED ITEMS THAT REPRESENT COMPONENTS OF THE WORK, OUTLINED IN THE DRAWINGS, SHALL COMPLY WITH THE A.H.J. PRODUCT CONTROL APPROVAL, AS APPLICABLE.

31. ALL NEW APPLICABLE ASSEMBLIES / EQUIPMENT SHALL BE AFFIXED WITH A U. L. (UNDERWRITERS LABORATORY) APPROVAL LABEL, AS ACCEPTED BY LOCAL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.

32. THE CONTRACTOR SHALL COORDINATE THE PURCHASING AND INSTALLATION OF SPECIFIED CABINETRY AND MILLWORK WITH THE OWNER.

33. ALL DRYWALL SHALL RECEIVE A SMOOTH FINISH, UNLESS OTHERWISE NOTED.

34. PROVIDE 2 X 4 BLOCKING AT THE PERIMETER OF ALL INTERIOR DOOR AND WINDOW OPENINGS. PROVIDE DOUBLE PLATES ABOVE HEADERS OF ALL OPENINGS GREATER THAN 4'-0" IN WIDTH.

35. ALL DOOR AND WINDOW FRAMES SHALL RECEIVE CAULK AROUND THE ENTIRE ASSEMBLY PERIMETER.

36. DO NOT SCALE PLAN; ALL DIMENSIONS OF FROM FACE OF STRUCTURE TO FACE OF STRUCTURE OR FACE OF MTL. STUD.

37. IF NOT SPECIFICALLY DEFINED IN THESE CONSTRUCTION DOCUMENTS, MATERIALS AND/OR EQUIPMENT SHALL BE IDENTIFIED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR WITHIN A REASONABLE TIME TO ALLOW SELECTION, PURCHASE, AND DELIVERY SO AS TO PREVENT DELAY TO THE JOB SCHEDULE.

38. ALL MATERIALS AND/OR EQUIPMENT SHALL BE HANDLED AND INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

39. ALL COLORS AND/OR COLOR SAMPLES SHALL BE SUBMITTED TO THE PRIME CONTRACTOR WHO WILL CONSULT WITH THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION OR APPLICATION.

40. WHEN ACCESSIBLE ROUTES OF TRAVEL EXCEED 5% IN ELEVATION CHANGES, A RAMP SHALL BE PROVIDED COMPLYING WITH ADA REQUIREMENTS.

41. EXTERIOR STAIRS AND THEIR APPROACHES SHALL BE SLIP RESISTANT PER THE FLORIDA BUILDING CODE.

42. PAVING TO BE SLOPED A MAXIMUM OF 2 % UP TO HCPD ACCESSIBLE ENTRANCES & EXITS TO DOOR THRESHOLD.

43. WALKWAYS AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, HAVE A MAXIMUM OF 1/2" CHANGES IN ELEVATION AND ARE A MINIMUM OF 48" IN WIDTH.

44. ALL INTERIOR TRIMS MOLDINGS AND SIMILAR MATERIALS TO COMPLY WITH FBC 2020 CH-8 AND SECTIONS.

45. DUCT PENETRATIONS OF SHAFT & FIRE RATED WALLS SHALL BE PROTECTED WITH COMBINATION SMOKE AND FIRE DAMPERS PER FLORIDA BUILDING CODE.

46. N/A

47. ON OR ADJACENT TO EVERY PRIMARY PUBLIC ENTRANCE AND EVERY MAJOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE ROUTE OF TRAVEL, THERE SHALL BE A SIGN DISPLAYING THE INTERNATIONAL SIGN OF ACCESSIBILITY. SIGNS SHALL INDICATE DIRECTION TO ACCESSIBLE BUILDING ENTRANCES AND FACILITIES AND SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE.

48. ALL GUARDRAIL & HANDRAIL SYSTEMS SHALL BE DESIGNED TO RESIST 50 PLF MINIMUM AND CONCENTRATED LOAD OF 200 POUNDS OF FORCE APPLIED IN ANY DIRECTION. PROVIDE SIGNED & SEALED DRAWINGS & CALCULATIONS BY A REGISTERED FLORIDA ENGINEER FOR APPROVAL PRIOR TO FABRICATION & INSTALLATION.

49. REQUIRED FIRE RATINGS OF STRUCTURAL STEEL MEMBERS (BEAMS/GIRDERS/COLUMNS) SUPPORTING HORIZONTAL OCCUPANCY SEPARATIONS SHALL BE MAINTAINED. THE SPECIFIC TYPE OF FIRE PROOFING WILL BE DEPENDENT ON THE SIZE OF THE STEEL MEMBERS AND SPACE CONSTRAINTS ALLOWED BY THE DESIGN OF THE STRUCTURE, AND SHALL BE SPECIFIED AT THE TIME OF THE SHOP DRAWING SUBMITTAL PHASE.

50. EXIT LIGHTING & EMERGENCY LIGHTING TO BE PROVIDED AS INDICATED ON ELECTRICAL DRAWINGS & SPECIFICATIONS & SHALL COMPLY WITH NFPA & FLORIDA BUILDING CODE.

51. CONTRACTOR TO APPLY/OBTAIN FOR/A NPDES PERMIT PRIOR TO WORK COMMENCEMENT.

52. CONTRACTOR TO FILE NOTICE OF COMMENCEMENT BEFORE ANY WORK IS STARTED.

53. U.O.N. CONTRACTOR TO OBTAIN APPROVAL FROM ARCHITECT / ENGINEER FOR ITEMS REQUIRING FLORIDA HURRICANE TEST (STRUCTURAL GLAZING, RIGID VENTILATION, CURTAIN WALLS, HANDRAILS, STEELJOISTS, DOORS, ROOF ACCESS LADDERS, HATCHES, MULLIONS, RAILS, STOREFRONTS, ROOFING, WINDOWS, GLASS WALLS, ETC.) PRIOR TO MANUFACTURING/ ORDERING. THESE ITEMS ARE NOT TO BE INSTALLED UNTIL THE DOCUMENTATION HAS BEEN PROCESSED AND APPROVED BY ARCHITECT, PRIVATE PROVIDER AND THE CITY BUILDING DEPARTMENT.

54. AS PER FLORIDA BUILDING CODE, SECTION 1816.1 BUILDING(S) SHALL RECEIVE PRE-CONSTRUCTION TREATMENT PROTECTION AGAINST SUBTERRANEAN TERMITES IN ACCORDANCE WITH THE RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. TERMITE TREATMENT TO BE DONE UNDER ALL GROUND LEVEL FLOOR SLABS & AT ANY NEW CONCRETE THAT WILL ABUT THE VERTICAL WALLS OF STRUCTURE. A MINIMUM OF 3 YEAR WARRANTY MUST BE PROVIDED BY TERMITE COMPANY.

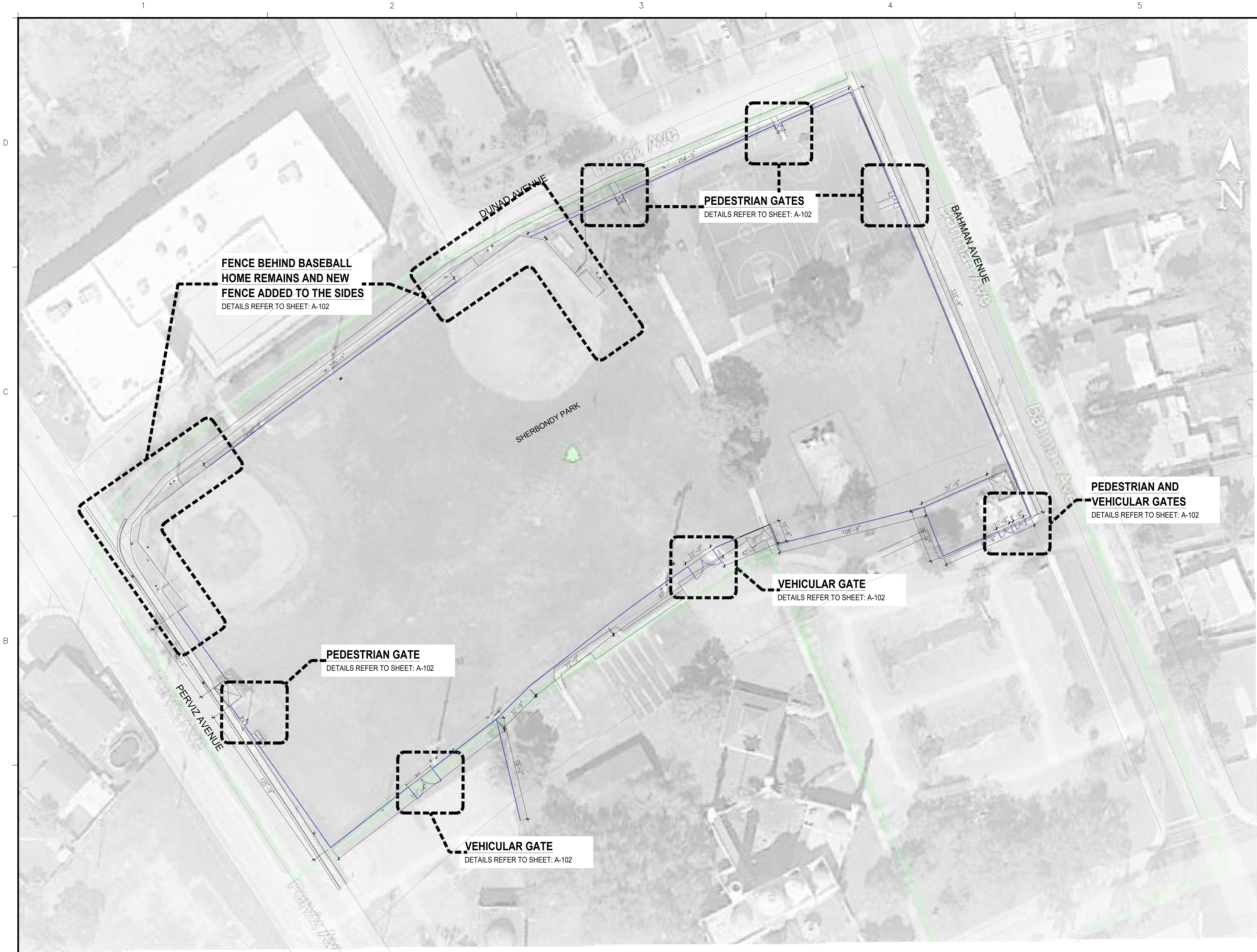
55. CONTRACTOR TO PROVIDE 1 FIRE EXTINGUISHER PER EVERY 3000 SF AT EVERY LEVEL OF THE BUILDING PRIOR TO COMPLETION OF CONSTRUCTION. IF MORE THAN 1 EXTINGUISHER IS REQUIRED, PLACE EXTINGUISHER NEAR EACH EGRESS DOOR AND AT OPPOSITE SIDES OF THE SPACE BEING SERVED.

56. ALL STEEL STRUCTURAL MEMBERS ARE TO RECEIVE SPRAYED ON FIRE PROOFING THROUGHOUT TO THE NECESSARY THICKNESS NEEDED TO ACHIEVE THE REQUIRE FIRE RATING SPECIFIED BY CODE.

57. ALL SHOP DRAWINGS TO BE SUBMITTED FOR APPROVAL TO A.O.R & CITY OF OPA-LOCKA.

NOTE:  
THESE DRAWINGS ARE BASED ON DRAWINGS PRODUCED BY THIRD PARTY.  
SOME CONDITIONS MAY DIFFER FROM THE "AS BUILT" CONDITIONS.  
GENERAL CONTRACTOR RESPONSIBILITY TO VERIFY THE ON-SITE CONDITIONS AND NOTIFY AND ADVISE THE ARCHITECT OF ANY CONFLICT WITH THESE DOCUMENTS.





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1 SITE PLAN  
A-101 Scale: 1/32" = 1'-0"

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LOCATION PLAN

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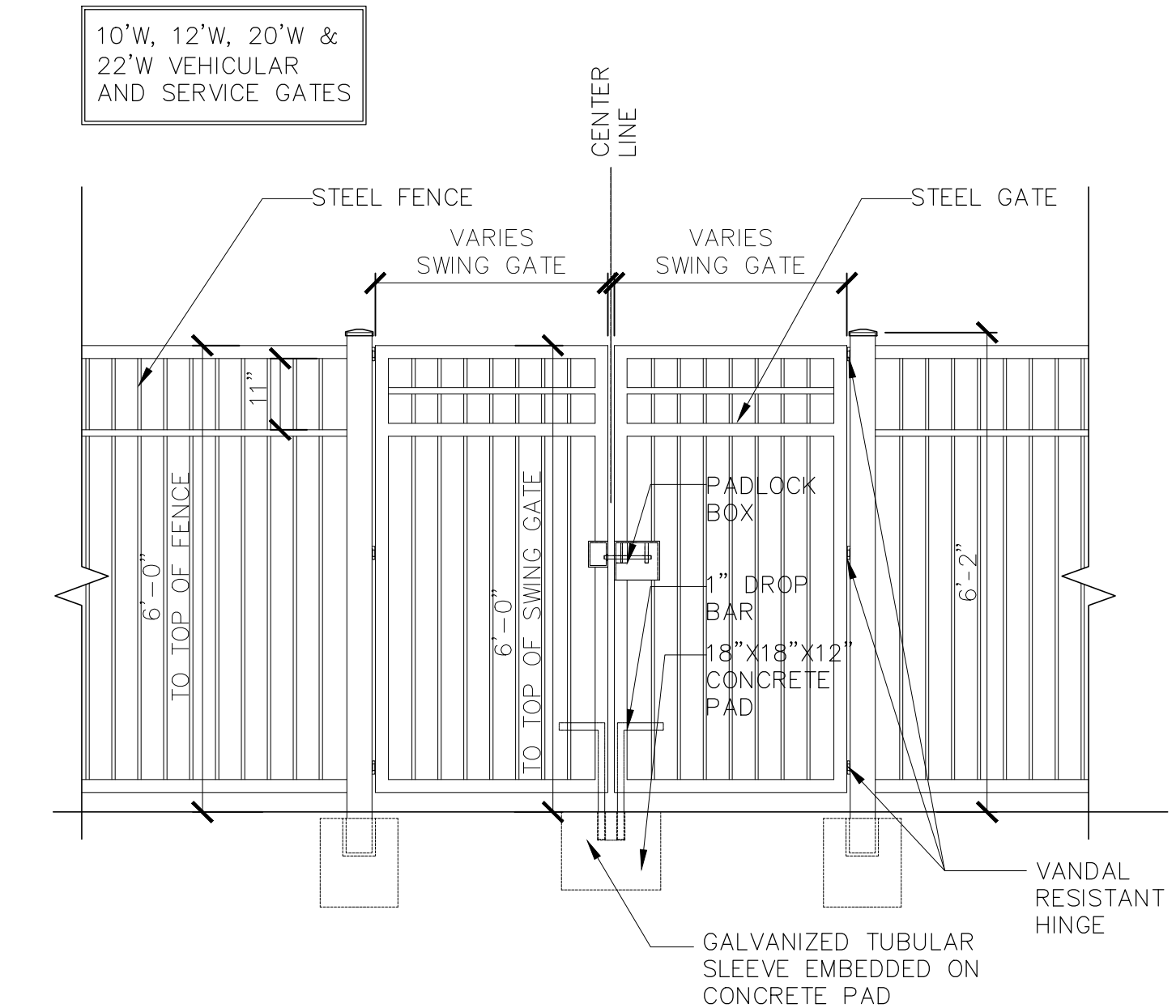
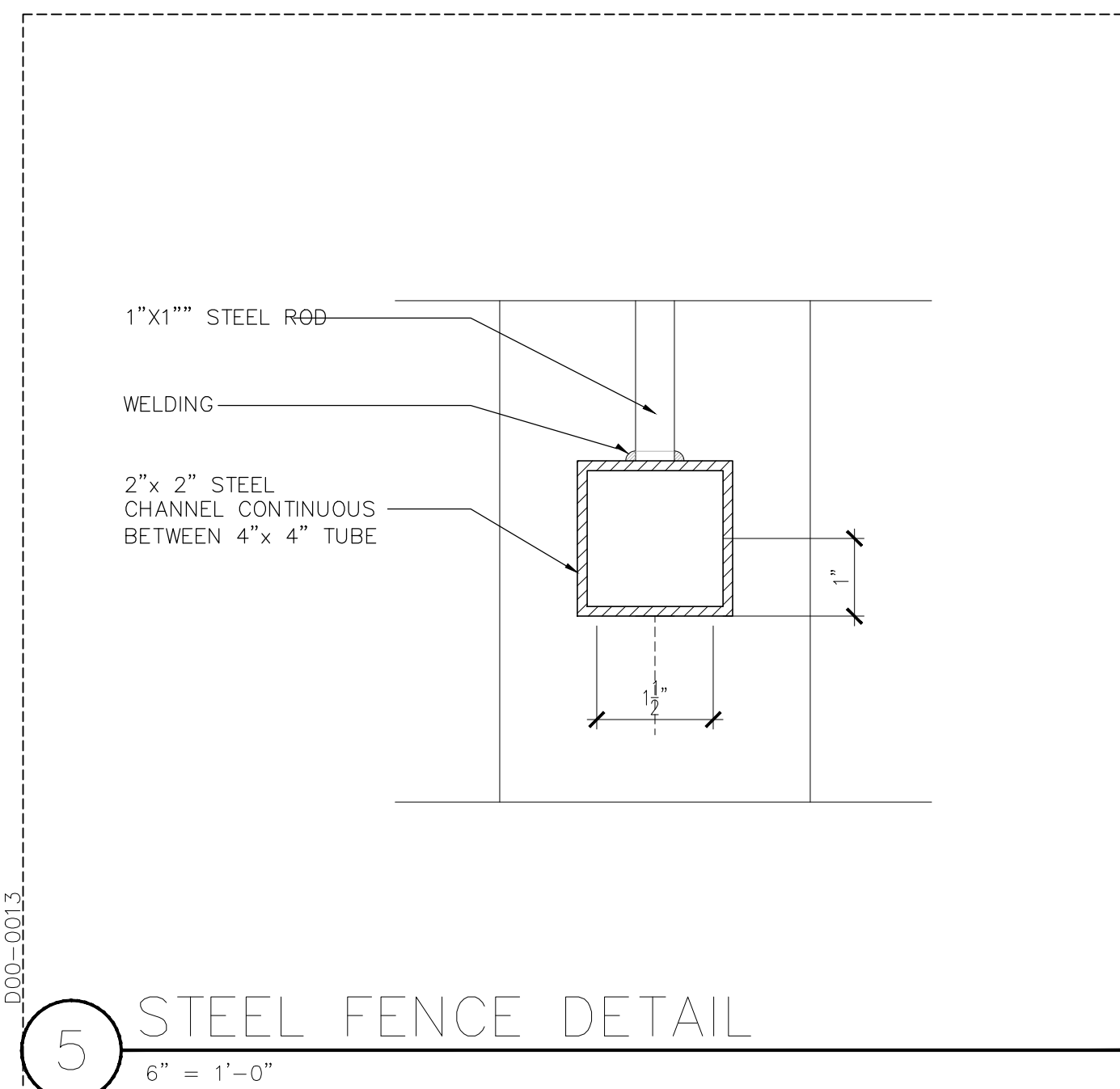
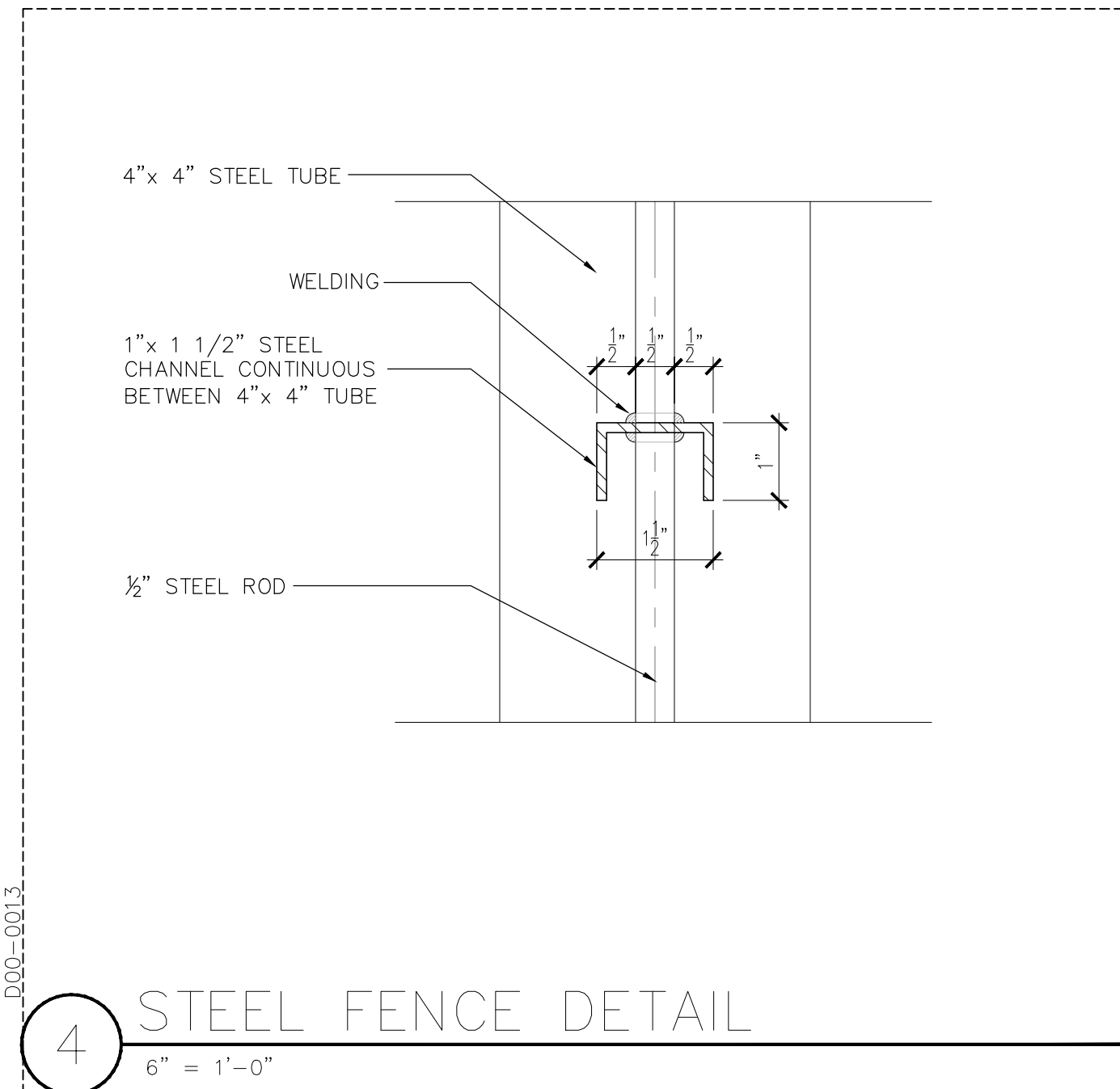
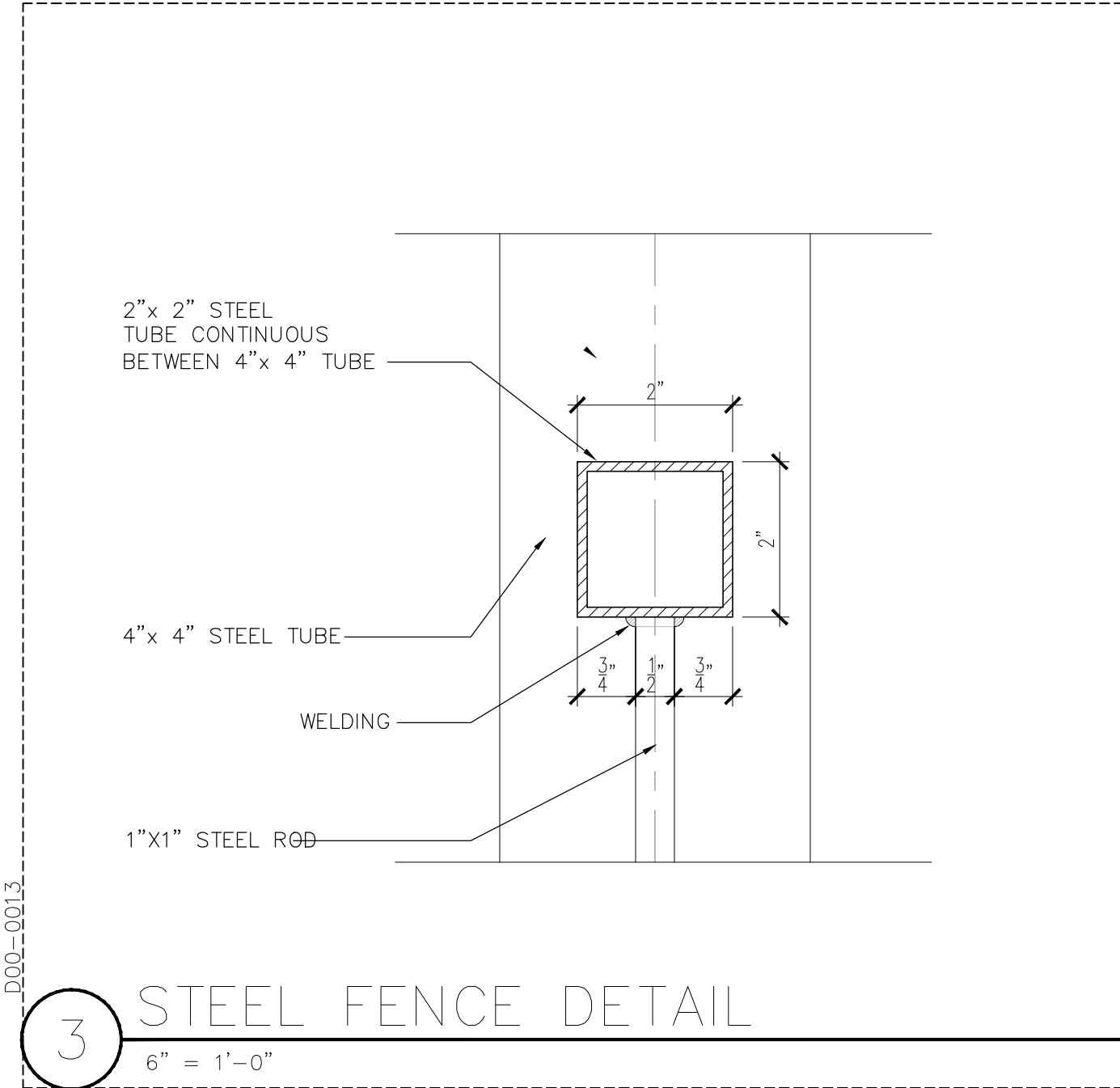
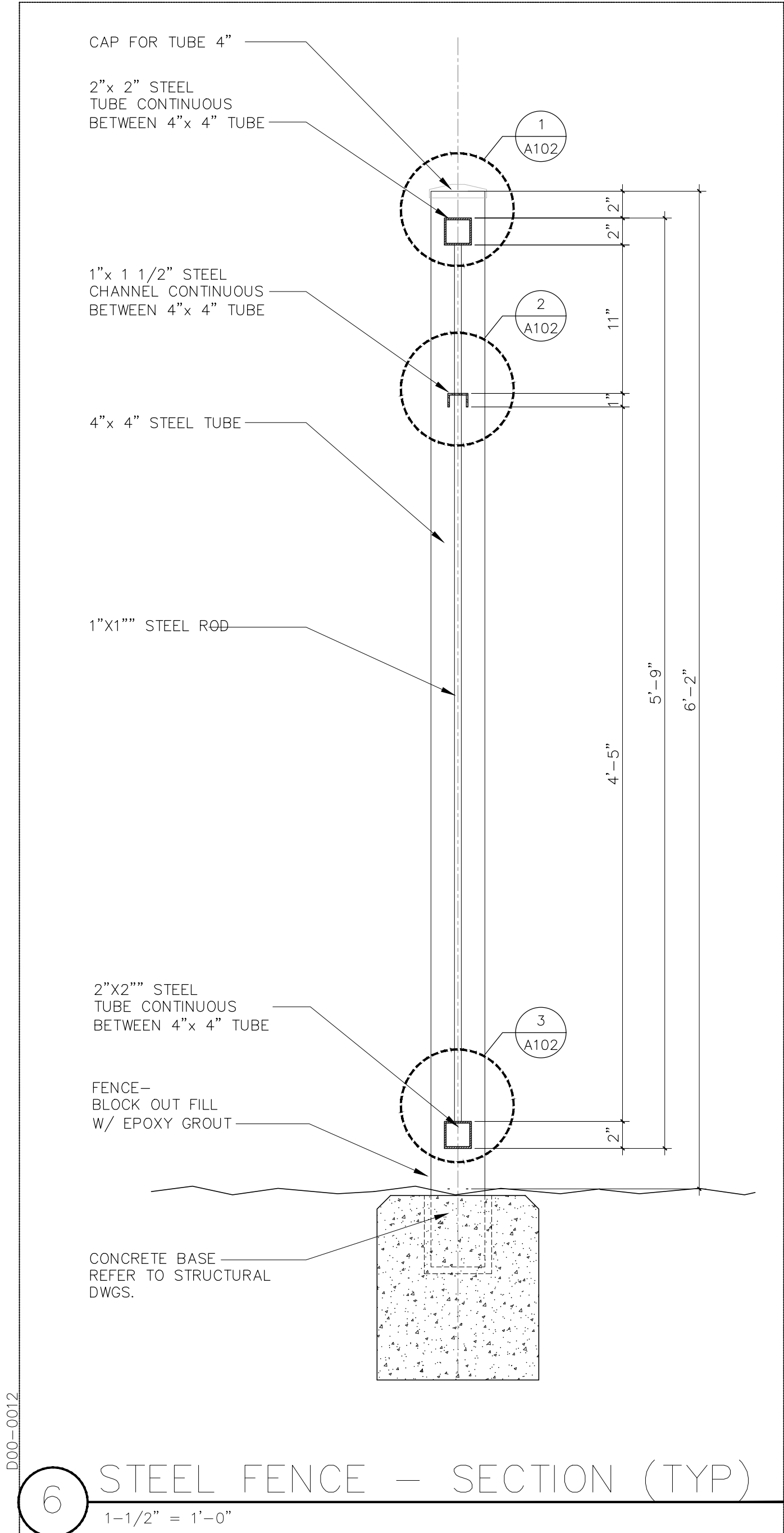
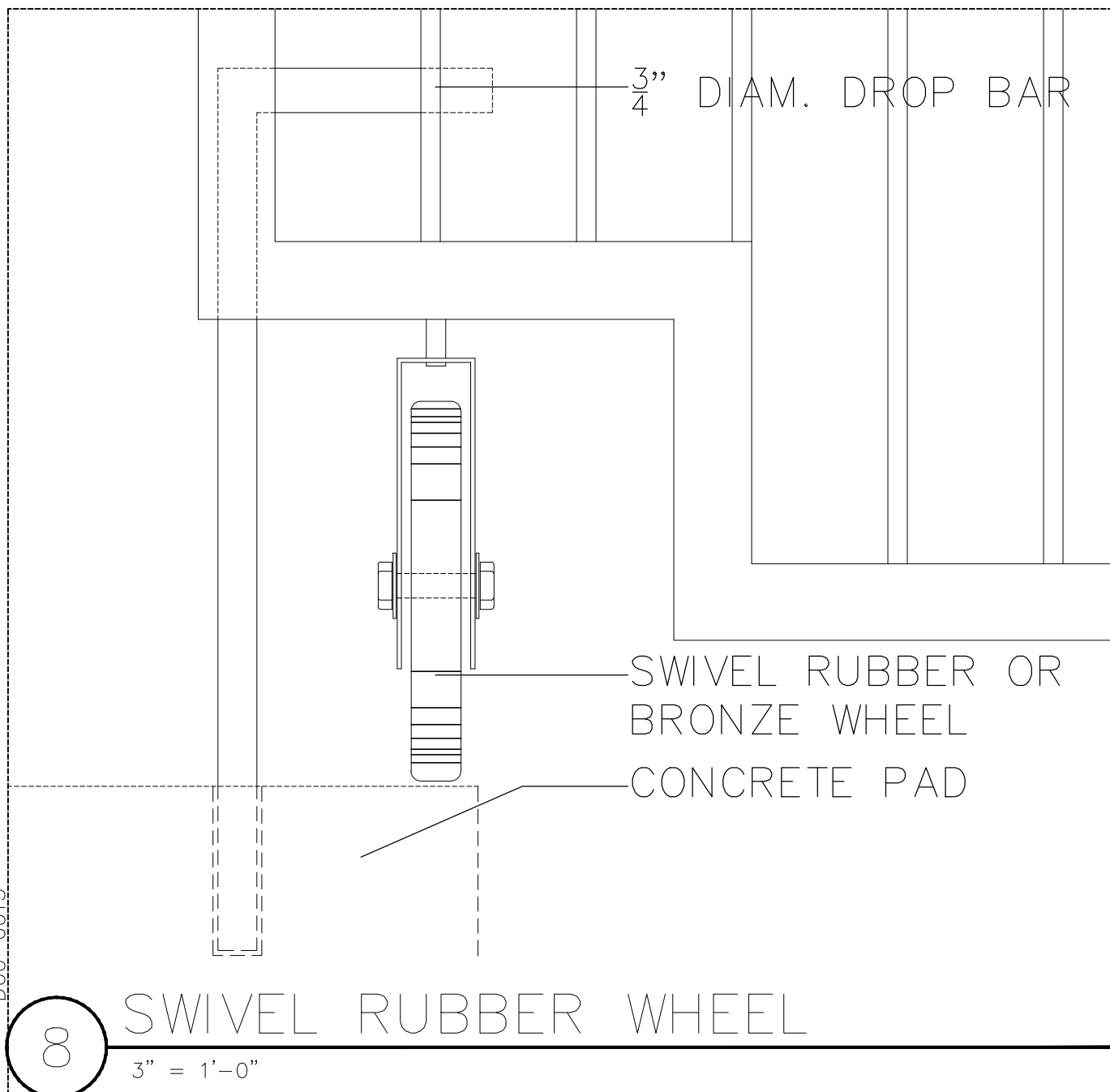
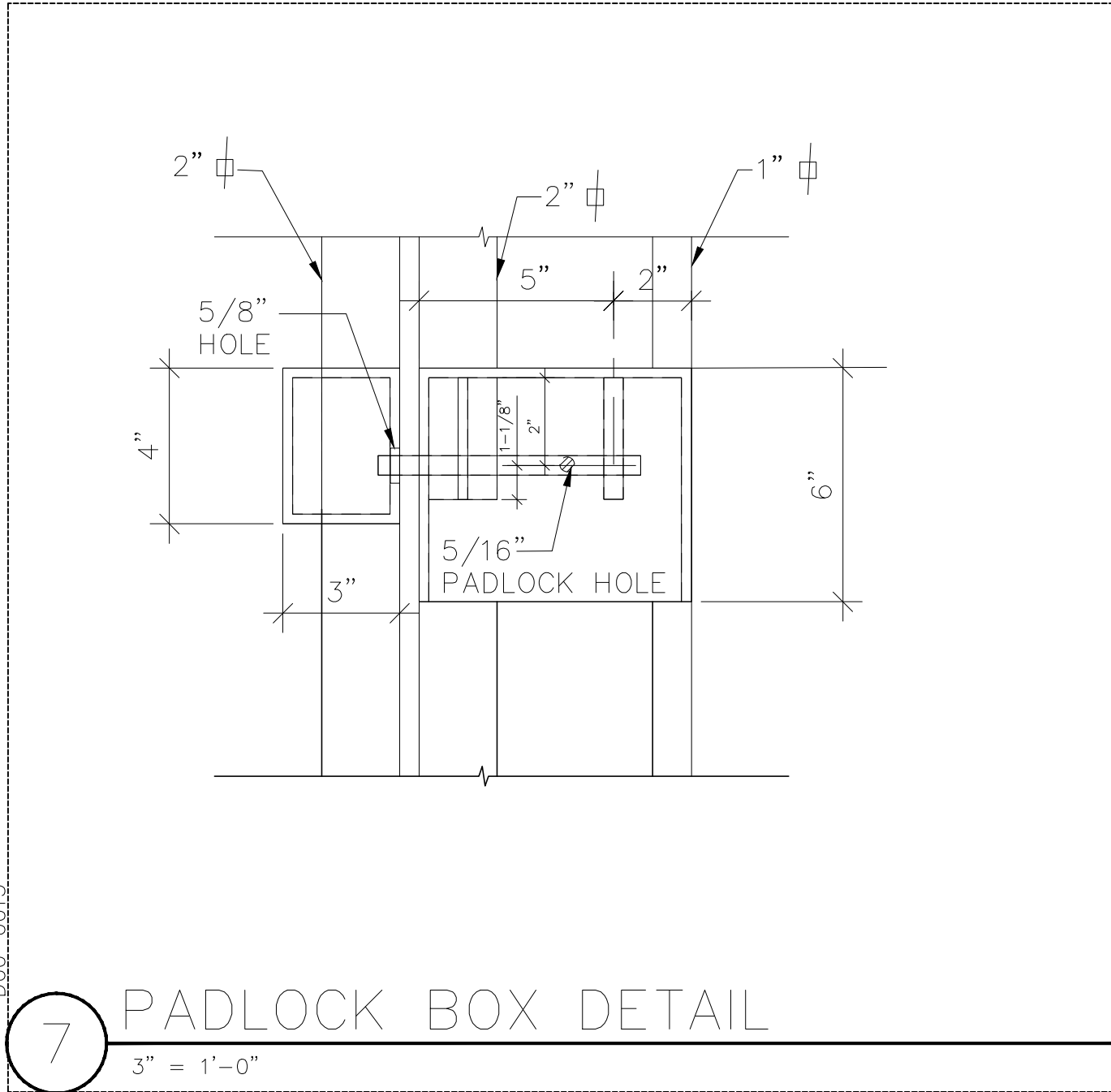
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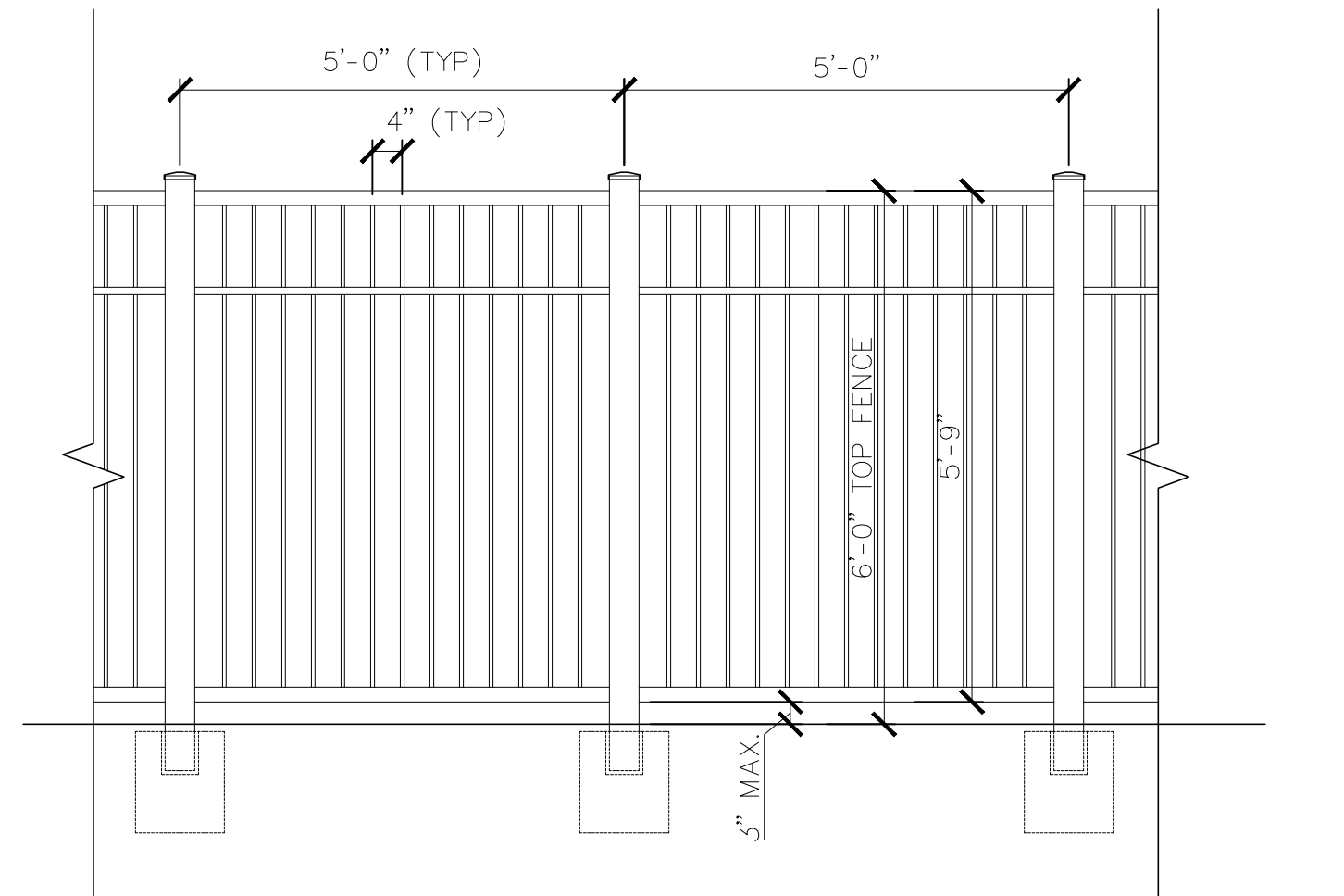
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- NOTES:
- GENERAL CONTRACTOR TO PROVIDE SHOP DRAWINGS AND CALCULATIONS FOR OWNER/ARCHITECT ENGINEER/APPROVAL
  - PROVIDE MECHANISM TO KEEP GATES LOCKED ON THE OPEN POSITION, (TYPICAL)
  - ALL STEEL MEMBERS TO BE PRE-GALVANIZED WITH PRIMER AND TWO COATS OF PAINT .COLOR SELECTION BY OWNER
  - ALL FIELD WELDING MUST BE COATED WITH GALVICON BEFORE PRIMING AND PAINTING.
  - SEE STRUCTURAL DRAWINGS FOR STEEL MEMBERS DETAIL, WELDING, AND FOUNDATION.
  - WHEN THE GATE IS MORE THAN 8' WIDE, PROVIDE AN ADDITIONAL SWIVEL RUBBER OR BRONZE WHEEL AT THE CANTILVERED END. SEE DETAIL XX/XX



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Reg. No. RA-96126

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Revised:

FENCE DETAILS  
2202-SH 04-27-2022  
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**PROJECT AGREEMENT  
FOR DESIGN SERVICES  
BETWEEN  
THE CITY OF  
OPA-LOCKA AND  
SSN ENGINEERING, LLC  
PROJECT NO. 2022-04-013**

**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, 4<sup>th</sup> 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 professional engineering consulting services (known as the "Project", the "Services" or the "Scope of Services") for the construction and engineering services.

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

**1. CONTRACT DOCUMENTS**

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

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

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

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

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

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

**2. THE WORK**

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

**3. PERIOD OF SERVICE**

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

**4. COMPENSATION**

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **One Hundred Ninety-Five Thousand Dollars (\$195,000.00)** 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 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, 4<sup>TH</sup> FLOOR. OPA-LOCKA FL 33054.**

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**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 April 29, 2022** to provide Continuing architectural and professional engineering services required for the Construction and Installation of New Fencing and Gate System on Sherbondy Park for the amount of **One Hundred Ninety-Five Thousand (\$195,000.00)**.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. FOR REHABILITATION OF HISTORIC CITY HALL AND ENTER INTO THE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT OF ONE HUNDRED TWENTY THREE THOUSAND, SEVEN HUNDRED AND FIFTY DOLLARS, (\$123,750.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 27, 2021, pursuant to Resolution #21-9836, the City Commission of the City of Opa-Locka ("City Commission") voted to accept the City Manager's recommendation to complete the Historic City Hall Rehabilitation Project on an emergency basis and bypass the procurement code; and

**WHEREAS**, the City Commission further accepted the fee proposal of M.C. Harry and Associates, Inc. ("Contractor"), the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project to conduct a condition assessment and authorized the City Manager to enter into an agreement on same; and

**WHEREAS**, the Contractor completed Phase 1 Consulting Services by providing to the City of Opa-Locka ("City") the Assessment Report of the conditions of the Historic Opa-Locka City Hall and is now prepared to produce new construction documents in order for the City to put the project out for bid and complete construction; and

**WHEREAS**, the City Manager currently recommends that the Contractor provide architectural and engineering drawings/services which will assess: 1) what was completed in the original construction project; 2) what needs to be replaced due to deterioration and 3) what was not completed in the project first phase. The Contractor would also generate a report on how to proceed with the new construction and provide the documentation to put out to bid to complete the project as originally intended by the City; and

**WHEREAS**, the Contractor would be responsible for creating and providing architectural drawings for the rehabilitation of Historic City Hall, documenting the completed existing scope from the original project, documenting the scope that needs to

be replaced (including broken windows, roofing, mechanical, electrical and structural items), documenting the scope that is needed to complete the project to meet the City's requests, including updating the landscape and courtyard areas, permitting, bidding and negotiations as well as construction administration; and

**WHEREAS**, the City Commission desires to accept the fee proposal of M.C. Harry and Associates, Inc., attached hereto as Exhibit "A", to; 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 M.C. Harry and Associates, Inc., as attached in Exhibit "B", to provide architectural and engineering services, as described herein, in order to complete the rehabilitation of the Historic Opa-Locka City Hall, in an amount not to exceed One Hundred Thirty-Six Thousand, One Hundred Twenty-Five Dollars (\$136,125.00) with a contingency amount not to exceed ten (10) percent.

**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 accept the fee proposal form M.C. Harry and Associates, Inc., to provide architectural and engineering services, as described in the proposal of April 27, 2022 ("Exhibit A"), in order to complete the rehabilitation of the Historic Opa-Locka City Hall and enter into an agreement for same, as attached in Exhibit "B", in an amount not to exceed One Hundred Twenty Three Thousand Seven Hundred and Fifty Dollars with a ten (10) percent contingency fee not to exceed Thirty-Six Thousand, One Hundred Twenty-Five Dollars (\$136,125.00).

**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, after 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 \_\_\_\_\_, 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**

|                                                                   |                                                |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |           |
|-------------------------------------------------------------------|------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------|--------------------|-----------|
| <b>Department Manager:</b>                                        | Adelina Gross                                  |           | <b>Department Manager Signature:</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                    |           |
| <b>City Manager:</b>                                              | Darvin Williams                                |           | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                    |           |
| <b>Commission Meeting Date:</b>                                   | 05/25/2022                                     |           | <b>Item Type:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                      | <b>Resolution</b><br><br>X                                                                                           | <b>Ordinance</b> | <b>Other</b>       |           |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                     | <b>No</b> | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1st Reading</b>                                                                                                   |                  | <b>2nd Reading</b> |           |
|                                                                   | X                                              |           | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>Yes</b>                                                                                                           | <b>No</b>        | <b>Yes</b>         | <b>No</b> |
|                                                                   |                                                |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      | X                |                    | X         |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept.)</small><br>Ex: |           | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           |                  | <b>No</b>          |           |
|                                                                   |                                                |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  | X                  |           |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                     | <b>No</b> | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                    |           |
|                                                                   | X                                              |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |           |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                     | <b>No</b> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input checked="" type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                  |                    |           |
|                                                                   | X                                              |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |           |
| <b>Sponsor Name</b>                                               | City Manager                                   |           | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                  |                    |           |

**Short Title:**

**PROJECT No. 2022-01-014  
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE  
REHABILITATION OF THE HISTORIC OPA-LOCKA CITY HALL**

**Staff Summary:**

Staff recommends the City Commission authorize the City Manager to enter into an agreement with MC Harry and Associates, Inc. to provide professional architectural and engineering services to continue the rehabilitation of the Historic City Hall. The services provided by MC Harry and Associates, Inc. will include the following:

- Create and provide architectural drawings for the rehabilitation of Historic City Hall
- Documenting the completed existing scope from original project



- Documenting the scope that needs to be replaced (including broken windows, roofing, mechanical, electrical and structural items)
- Documenting the scope that is needed to complete the project to meet the City's requests, including updating the landscape and courtyard areas
- Permitting
- Bidding & Negotiations
- Construction Administration.

This proposal is to provide architectural and engineering drawings/services which will assess what was completed in the original construction project, what needs to be replaced due to deterioration and what was not completed in the project first phase. A report on how to proceed with the new construction and provide the documentation to put out to bid to complete the project as originally intended by the City. It is anticipated this phase should take two to three months once approved.

### **Financial Impact**

| Account   | Description                          | Available | Project   | Remaining Balance |
|-----------|--------------------------------------|-----------|-----------|-------------------|
| 44-541823 | Rehabilitation of Historic City Hall | \$600,000 | \$136,125 | \$463,875         |

The proposal is for \$123,750. It is also recommended that an additional ten percent (10%) contingency be added to cover unforeseen additional requirements. Consequently, a total expenditure of \$136,125 is recommended.

### **Proposed Action:**

Staff recommends the City Commission authorize the City Manager to sign an agreement with MC Harry and Associates, Inc. for \$123,750 for the next phase of preparing the necessary documentation in preparation for the rehabilitation of the Historic City Hall and further authorize the establishment of a contingency of \$12,375 to address unforeseen requirements which may arise.

### **Attachment:**

1. Agenda
2. Proposal from MC Harry and Associates, Inc.
3. Contract Agreement between MC Harry and Associates, Inc. and the City
4. Resolution 21-9836
5. Agreement with Mc Harry and Associates for the new scope

April 27, 2022

Aira Austin  
City of Opa-locka  
780 Fisherman Street, 4th Floor  
Opa-locka, FL 33054



MCHarry Associates, Inc.  
2780 SW Douglas Road, #302  
Miami, Florida 33133  
305-445-3765

Re: Rehabilitation of Historic Opa-locka City Hall - Project Completion  
Dear Aira

Here is our fee proposal to provide architectural and engineering services to complete the rehabilitation project of the Historic Opa-locka City Hall. Original project began several years ago and was unfortunately halted in 2016 and been vacant ever since. MCHarry and its consultants provided to the city an assessment report on November 2021 of the condition of the building and what items have been completed from the original construction project, what items need to be replaced and what items were never completed. This report will inform how to best proceed to produce new construction documents for the city to put out to bid and complete the project as originally intended by the city many years ago.

Our services presented below will include the following and based on our Assessment Report Dated Nov. 2021.

- Documenting the completed existing scope from original project
- Documenting the scope that needs to be replaced (including broken windows, roofing, mechanical, electrical and structural items)
- Documenting the scope that is needed to complete the project to meet the city's requests, including updating the landscape and courtyard areas.
- Permitting - new set of documents (we are not responsible to close out open permits from past project)
- Bidding & Negotiations
- Construction Administration

Our subconsultants will be:

Bliss & Nytray, Inc - Structural Engineering  
SDM Consulting Engineers - Mech, Elec, Plumbing, Fire Protection

The fee does not include services for civil engineering services or 3D graphics, imagery or renderings or presentations to county or city's historic boards. If those services are needed, MCHA will submit an additional services request to provide them.

Allowances:

We recommend that this contract include an allowance of \$15,000 to be used at the discretion and authorization of the city for supplemental services that may arise during the project.

We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%. Expenses will include permitting fees, printing for items submitted to the city or permitting agencies.

| Approx. Time Frame (in weeks) |                   | 16                                   | 9          | 9         | 36                 |
|-------------------------------|-------------------|--------------------------------------|------------|-----------|--------------------|
|                               |                   | Contract Docs                        | Permitting | Bidding   | Construction Admin |
| Task                          | Total hours & fee |                                      |            |           |                    |
| Architectural                 | 672 Hrs           | 336                                  | 79         | 64        | 193                |
|                               | \$65,850 Fee      | \$32,850                             | \$6,700    | \$6,550   | \$19,750           |
| Structural Engineering        | 105 Hrs           | 51                                   | 10         | 10        | 34                 |
|                               | \$10,100 Fee      | \$5,100                              | \$950      | \$1,050   | \$3,000            |
| MEP Engineering               | 252 Hrs           | 122                                  | 24         | 20        | 86                 |
|                               | \$25,300 Fee      | \$12,650                             | \$2,450    | \$2,600   | \$7,600            |
| Sub-Total Hrs                 |                   | 509                                  | 113        | 94        | 313                |
| Sub-Total Fee \$\$            |                   | \$ 50,600                            | \$ 10,300  | \$ 10,000 | \$ 30,350          |
|                               |                   | Total Basic Service Fee = \$ 101,250 |            |           |                    |
| Supplementary Services        |                   | \$ 15,000                            |            |           |                    |
| Reimbursable Expenses         |                   | \$ 7,500                             |            |           |                    |
| Grand Total LUMP SUM Fee      |                   | \$ 123,750                           |            |           |                    |

Submitted by:   
Lourdes Solera, FAIA, Principals

Accepted by: \_\_\_\_\_  
Aira Austin, City of Opa-locka

**RESOLUTION NO. 21-9836**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION 20-9809; AUTHORIZING THE CITY MANAGER TO ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Opa-Locka Community Redevelopment Agency ("OCRA") and the City Commission of the City of Opa-Locka ("City Commission") have determined that Historic City Hall ("Facility") is an important example of Moorish architecture as evidenced by its inclusion on the Historic Registry; and

**WHEREAS**, such architecture was sought to be preserved, protected and restored through a Historic City Hall Rehabilitation Project ("Project"); and

**WHEREAS**, during the Rehabilitation Phase II of the Project, the building was reroofed and structural upgrades along with windows, mechanical and electrical work were completed; and

**WHEREAS**, the facility has been unoccupied and abandoned since 2016, however, the majority of the scope of work for Phase II was completed, the top of the tower was never installed; and

**WHEREAS**, as a result, the facility was exposed to bad weather up until such time as a temporary closure could be installed but damage resulted in the finished work of the material already installed; and

**WHEREAS**, the City Commission desires accept the City Manager's recommendation to complete the Historic City Hall Rehabilitation Project on an emergency basis and bypass the procurement code; and

**WHEREAS**, Staff recommends that a condition assessment report be conducted to determine how much of the work was completed, how much of the completed work can remain and how much of the unfinished work needs to be completed; and

**WHEREAS**, the City Commission further desires to accept the fee proposal of M.C. Harry and Associates, Inc., the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project, attached hereto as Exhibit "A", to conduct the condition assessment and rescind the previous Resolution 20-9809, which approves the Project but does not note the emergency nature of the project and legislation; and

**WHEREAS**, the Architect and Engineer's recommendations will provide a more accurate cost estimate to finish this project; 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 M.C. Harry and Associates, Inc., as attached in Exhibit "B", to conduct a condition assessment of Historic City Hall, in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

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

**Section 1. RECITALS ADOPTED.**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka hereby rescinds Resolution #20-9809 and further authorizes the City Manager to accept the fee proposal of M.C. Harry and Associates, Inc. to conduct an condition assessment of Historic City Hall and enter into an agreement on an emergency basis for same, as attached in Exhibit "B", in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

**SECTION 3. SCRIVENER'S ERRORS.**

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, 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.

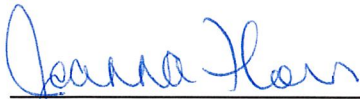
**PASSED and ADOPTED** this 27<sup>th</sup> day of January, 2021.





Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: COMMISSIONER BURKE

Seconded by: VICE MAYOR WILLIAMS

|                     |            |
|---------------------|------------|
| <b>VOTE:</b>        | <b>5-0</b> |
| Commissioner Burke  | YES        |
| Commissioner Davis  | YES        |
| Commissioner Taylor | YES        |
| Vice-Mayor Williams | YES        |
| Mayor Pigatt        | YES        |



## City of Opa-locka Agenda Cover Memo

|                                                                   |                                                                |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |           |
|-------------------------------------------------------------------|----------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------|--------------------|-----------|
| <b>Department Director:</b>                                       | Airia Austin                                                   |           |                                                                                                                                                                                                                                                                                                                                                           | <b>Department Director Signature:</b>                                                                                |                  |                    |           |
| <b>City Manager:</b>                                              | John E. Pate                                                   |           |                                                                                                                                                                                                                                                                                                                                                           | <b>CM Signature:</b>                                                                                                 |                  |                    |           |
| <b>Commission Meeting Date:</b>                                   | 01-27-2021                                                     |           | <b>Item Type:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                      | <b>Resolution</b><br><br>X                                                                                           | <b>Ordinance</b> | <b>Other</b>       |           |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                                     | <b>No</b> | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1st Reading</b>                                                                                                   |                  | <b>2nd Reading</b> |           |
|                                                                   | X                                                              |           | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>Yes</b>                                                                                                           | <b>No</b>        | <b>Yes</b>         | <b>No</b> |
|                                                                   | \$43,350.00                                                    |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      | X                |                    | X         |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept)</small><br>Ex:<br>320-44-541823 |           | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           |                  | <b>No</b>          |           |
|                                                                   |                                                                |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  | X                  |           |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                                     | <b>No</b> | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                    |           |
|                                                                   | X                                                              |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |           |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                                     | <b>No</b> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input checked="" type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                  |                    |           |
|                                                                   | X                                                              |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                    |           |
| <b>Sponsor Name</b>                                               | City Manager                                                   |           | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                  |                    |           |

### Short Title:

**Condition Assessment, Report, and Recommendation to Finish the Historic City Hall Rehabilitation Project.**

### Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, rescinding resolution 20-9809; and authorising the City Manager to accept the emergency fee proposal to conduct a condition assessment by MCHarry Associates, which is the prime Architect and Engineer on record for this project. During the Rehabilitation Phase II, the building was reroofed and structural upgrades along with windows, mechanical and electrical work has been completed. The facility has been unoccupied and abandoned since 2016; and although the majority of the scope for Phase II was completed, the top of the tower was never installed. The facility was exposed to bad weather until a temporary closure could be installed, but damage occurred to the finished work and the material already installed. This assessment report will determine how much of the work was completed, how much of the completed work can remain or be replaced, and how much of the unfinished work need to be completed. The Architect and Engineer's recommendation will provide a more accurate cost estimate to finish this project.

**Financial Impact (FY 20 Budget)**

| Account   | Description        | Available | Project  | Remaining Balance |
|-----------|--------------------|-----------|----------|-------------------|
| 44-541823 | Historic City Hall | \$100,000 | \$43,350 | \$56,650          |

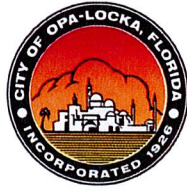
Project costs include \$35,850 for MCHarry Associates, \$7,150 mold and roof testing and \$350 for other reimbursable expense which may arise.

**Proposed Action:**

Staff recommends approval of this resolution.

**Attachment:**

1. Agenda
2. Proposal from MCHarry Associates
3. Contract Agreement between the City and MC Harry & Associates
4. Resolution 20-9809



# **CONTRACT AGREEMENT**

**BETWEEN**

**CITY OF OPA- LOCKA**

**AND**

**M.C. HARRY AND ASSOCIATES, INC.**

**FOR**

**CONDITION ASSESSMENT, REPORT & RECOMMENDATION**

**TO THE HISTORIC CITY HALL BUILDING**

## **AGREEMENT**

THIS IS AN AGREEMENT dated the \_\_\_\_\_ Day of \_\_\_\_\_, **2021**, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter  
"CITY,"

and

**M.C. HARRY AND ASSOCIATES, INC.**

A licensed Company, authorized to do business in the State of Florida,  
hereinafter "CONSULTANT".

### **WITNESSETH:**

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

### **ARTICLE 1**

#### **PREAMBLE**

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

- 1.1 On September 30, 2020, the CITY authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

## ARTICLE 2

### SCOPE OF WORK

- 2.1 The CONSULTANT shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with Fee Proposal dated September 11, 2020 and on an emergency basis. **A copy of the Proposals are attached hereto and specifically made a part of this Agreement as Composite “Exhibit A”** and the City’s resolution approving this project (Attached hereto as Exhibit “B”).
- 2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

## ARTICLE 3

### TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement **upon full execution of Contract**. CONSULTANT shall complete all work in a timely manner substantially within **Ninety days (90) after full execution of this Agreement**, and final completion will be **thirty days (30) after substantial completion date**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.
- 3.3 CONSULTANT’S failure to perform the work specified in Exhibit “A” shall result in CONSULTANT being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (**\$1,000.00**) per day for each day after the completion date set forth in Section 3.1 above.



## ARTICLE 4

### CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$43,350.00** for work to be completed in accordance with the "Proposal" submitted by CONSULTANT. Itemized prices for work completed by the CONSULTANT shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be **Forty Three Thousand Three Hundred Fifty Dollars.**
- 4.2 Notwithstanding any other provision of this contract, the CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final completion certificate and retainage payment, and shall correct within fourteen business days (14) any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by CONSULTANT except those previously made and still unsettled.

## ARTICLE 5

### PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the CONSULTANT to the Owner in the Standard American Institute of Architects' Forms (AIA) G701, G702, if applicable, and G703, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the CONSULTANT as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- 5.2.1. 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.
- 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the CONSULTANT in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the CONSULTANT'S Applications for Payment.

- 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the CONSULTANT to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 5.2.4.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and material suitably stored at the site for subsequent incorporation in the completed construction or, if approved in advance by the Owner, material suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%).
- 5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.
- 5.3 Each Application for Payment submitted by the CONSULTANT to the Owner shall include Partial Release of lien from his company and each SUBCONSULTANT for labor, equipment, services or materials described in the Application for Payment.
- 5.4 The progress payment amount determined in accordance with the above shall be further modified under the following circumstances:
- 5.4.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Owner determines for incomplete Work and unsettled claims; and
- 5.5 Reduction or limitation of retainage, if any, shall be as follows: None

ARTICLE 6  
FINAL PAYMENT

- 6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the CONSULTANT when:
- (a) The Contract has been fully performed by the CONSULTANT upon the CONSULTANT'S fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
  - (b) The CONSULTANT has furnished the City with Final Release of Lien from his own company and from each SUBCONSULTANT for labor, equipment, services or materials described in the Final Application for Payment, and
  - (c) A final Project Certificate for Payment has been issued by the City upon the Architect/Engineer of records final completion Certificate, and
  - (d) The CONSULTANT has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7  
CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONSULTANT allow any SUBCONSULTANT, if applicable, to commence work on a sub-contract until all similar such insurance required of the SUBCONSULTANT has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONSULTANT shall not continue to work pursuant

to this contract unless all required insurance remains in full force and effect.

- 7.5 CONSULTANT'S Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:
- (a) Workers' Compensation Insurance – as required by law;
  - (b) Employer's Liability Insurance - as required by law;
  - (c) Automobile Liability Insurance – the minimum limit of coverage shall be \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
  - (d) Personal Injury in the minimum amounts of \$1,000,000 for combined Bodily Injury and Property Damage.
  - (e) Professional Liability Insurance: minimum coverage shall be \$1,000,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the CONSULTANT.

## ARTICLE 8

### PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

## ARTICLE 9

### CONSULTANT'S INDEMNIFICATION

- 9.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by CONSULTANT. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONSULTANT'S negligent acts, errors, or omissions.

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

#### ARTICLE 10

##### INDEPENDENT CONSULTANT

- 10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law and similar laws. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT'S activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

#### ARTICLE 11

##### CONTRACT BOND

- 11.1 ~~The CONSULTANT is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa Locka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

#### ARTICLE 12

##### CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

ARCHITECT/ENGINEER OF RECORD'S APPROVAL

- 12.2 In no event will the CONSULTANT be compensated for, nor will the City request for any work which has not been described in a separate written agreement executed by the parties hereto.

### ARTICLE 13

#### TERM AND TERMINATION

- 13.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

### ARTICLE 14

#### CONTRACT DOCUMENTS

- 14.1 CONSULTANT and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; Proposals as set forth in Exhibit "A" and City's Resolution in Exhibit "B".

### ARTICLE 15

#### MISCELLANEOUS

- 15.1 Legal Representation:

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be



interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

15.2 Assignments:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

CONSULTANT shall keep the as-built drawings, the shop-drawings, books and records and require any and all SUBCONSULTANTS to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, or for such longer period as is required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.4 Ownership of Documents:

Reports, surveys, plans, calculations, shop-drawings studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 Notice:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate

the following as the respective places for giving of notice:

CITY: John E. Pate, City Manager  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

COPY TO: Airia Austin, CIP Director  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

CONSULTANT: Craig Aquart, President  
2780 SW Douglas Road, Suit 302  
Miami, FL 33133

15.7 Binding Authority:

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

15.8 Exhibits:

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

15.9 Headings:

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

15.10 Severability:

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

15.11 Governing Law:

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

15.12 Disputes:

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

15.13 Attorney's Fees:

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

15.14 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 Waiver:

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

15.16 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

15.17 E-Verify

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 16

NOTICE TO PROCEED

The CONTRACTOR shall commence work within five (5) working days from the date of the Notice to Proceed (NTP) following **the issuance of approved permit by jurisdictional authorities, whichever comes earlier**. No work shall begin without NTP. Residents must be given at least 48 hour-notice to commence construction at the site.



STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



See attached document for Exhibit “A”

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**PROPOSAL:**

**M.C. HARRY AND ASSOCIATES, INC. Proposal Dated  
September 11, 2020**

# MCHARRYASSOCIATES

## CONSULTANT WORK ORDER PROPOSAL

September 11, 2020

City of Opa Locka  
780 FISHERMAN STREET, 4TH FLOOR  
OPA-LOCKA, FL 33054

Att: Aira Austin

Re: Rehabilitation of Historic Opa-Locka City Hall Building  
AE Fee Proposal –Unfinished Project - Conditions Assessment / Report and Recommendations

Dear Aira:

Here is our fee proposal for assessing how the current Historic Opa-locka City Building halted construction project can be completed by a new general contractor. Grace & Naeem Uddin, Inc were the original contractors for Phase 2A and Phase 2B of the rehabilitation project for the Historic City Hall. Unfortunately, they were unable to complete the project due to a variety of reasons. The building is currently unoccupied and although re-roofing and structural upgrades along with windows and some mechanical and electrical work has been completed, the building did not get the top of the tower installed. This means that the building is not weather-proofed and water has been getting into the building since 2016. At our site visit to re-acquaint ourselves with the project, we also noted that the new roofing is not performing as should be expected.

Due to the length of time that building has been exposed to the elements, we will need to review everything that was installed for all disciplines (architecture, structural, mechanical, electrical and plumbing) to assess how much of the Construction project was a) completed and b) can remain versus replaced or completed.

Because of the unknowns, this initial fee is to assess what is there and what we recommend prior to revising any of our drawings. We recommend that testing for any water intrusion damage (mold and mildew) be performed along with roof core testing as well and potential termite infestation. Building has not been weather tight in 4 years.

Once we provide a recommendation report and after acceptance by the city, we will to provide a fee proposal to revise our construction documents, re-permit the project (city and county), re-bid and construction administration along with a construction cost estimate.

### SCOPE OF WORK

The Phase 1 work shall be organized in two (2) tasks.

|        |                          |
|--------|--------------------------|
| Task 1 | Conditions Assessment    |
| Task 2 | Report & Recommendations |

#### Task 1 – Conditions Assessment Site Work

MC Harry will conduct a conditions assessment survey of the property. We will inspect & identify damaged areas as well as document existing conditions. Recognition and determination of deteriorated portions of the building that may need to be protected. Recommend measures including structural reinforcement, weatherization, or correction of unsafe conditions. We will provide all services necessary to;

1. Provide an on-site team of architects and engineers to investigate, and obtain detailed information regarding the existing conditions of the building and property including:
  - a. Existing Site Features

- b. Exterior Building walls: Conduct assessment of historic (new work and unfinished work) features to include: Foundations, Exterior Walls and Wood elements, Stucco, (Faux Brick/ Stone), Porches, Railings
  - c. Roofing areas and associated RWL drainage systems - what is the current condition and is it viable to remain or must it be redone.
  - d. Exterior Windows - installation and attachment
  - e. Exterior Doors - installation and attachment
  - f. Exterior features (Minarets, domes, porches, decorative features
  - g. Interior Finishes: Conduct in depth and detailed assessment of historic features to including inspection of Moisture, Fungal and insect infestation.
  - h. Structural Condition of completed work and what may still need to be completed
  - i. Structural conditions of the Tower and special features and steel elements.
  - j. Elevator
  - k. Mechanical and Plumbing Systems
  - l. Electrical Systems.
  - m. Review any construction items on site not installed that belong to the city and may be reused or not.
2. We will arrange for, and retain consultant to provide a new Environmental Assessment for presence of Mold and Air quality and termite. This task will be completed and paid for as a reimbursable expense. See Reimbursable Expense Allowance Below.
  3. We will arrange for the specialized services of roofing tests. These direct costs will be presented and invoiced to the City as a reimbursable expense. See Reimbursable Expense Allowance Below.

**Fee/Compensation: \$14, 120**

## **Task 2 – Report & Recommendations**

Once the conditions assessment is completed, MCHarry will evaluate all of the data and information obtained, and will prepare a formal Report and Recommendations document. MCHarry will:

1. Provide recommendations of what can remain and what needs to be removed. Provide building code analysis and implications on the completion of project. Original drawings were designed to meet Florida Building Code 2010. On January 1, 2021, a new building code will take effect. Changes in the code will need to be reviewed against original construction drawings scope.
2. Prepare preliminary cost estimates of the completion of the restoration of historic City Hall;
3. Meet with the City to review and discuss the intended recommendations; and cost estimate implications.

Deliverables for this Task

Formal Report and Recommendations with preliminary cost estimate.

**Fee/Compensation: \$21,730**

## **SUB-CONSULTANTS**

The below listed Sub-Consultants will assist in the performance of the Work. These are the same sub-consultants for the permitted drawings. .

| <b>Sub-Consultant Name</b> | <b>Specialty or Expertise</b> |
|----------------------------|-------------------------------|
| Bliss & Nyitray, Inc.      | Structural Engineering        |

|                          |                 |
|--------------------------|-----------------|
| SDM Consulting Engineers | MEP Engineering |
|--------------------------|-----------------|

## I. SCHEDULE OF WORK – TIME OF PERFORMANCE

| SCHEDULE |                                                |          |                                   |
|----------|------------------------------------------------|----------|-----------------------------------|
| Task     | Major Task, Sub-Task, Activity, or Deliverable | Duration | Delivery Date*<br>(calendar days) |
| 0        | Mobilization                                   | 15 days  | NTP + 15                          |
| 1        | Conditions Assessment Site Work                | 15 days  | NTP + 30                          |
| 2        | Issue Report & Recommendations                 | 30 days  | NTP + 60                          |

\* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP.

## II. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total Compensation Not to Exceed \$43,000. Said compensation includes fees for professional services; direct costs associated with; specialized material testing as outlined above.

### PROFESSIONAL SERVICES

SCHEDULE OF FEES / COMPENSATION. Compensation shall be invoiced to the City monthly in proportion to the tasks completed, such that the following costs per task shall not be exceeded:

|                                                      |                            |           |               |
|------------------------------------------------------|----------------------------|-----------|---------------|
| Task 1                                               | CONDITIONS ASSESSMENT      | \$        | 14,120        |
| Task 2                                               | REPORT AND RECOMMENDATIONS | \$        | 21,730        |
| <b>Total Lump Sum Fee for Professional Services:</b> |                            | <b>\$</b> | <b>35,850</b> |

### REIMBURSABLE EXPENSE

Reimbursable Expense Allowance (Not to Exceed): **\$ 7,500**

Allowance for Reimbursable Expenses: We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%.

1. Environment testing Consultant
2. Direct Cost for obtaining roof cores to determine condition of roofing system.
3. Printing of documents provided to the City
4. Regulatory fees, if any
5. Expenses paid on behalf of the City related to this project.

Submitted by: \_\_\_\_\_

Lourdes Solera, FAIA, Principal

Accepted by: \_\_\_\_\_

Aira Austin, City of Opa-lock



CITY OF OPA- LOCKA CITY HISTORIC CITY HALL  
 FEE PROPOSAL - ASSESSMENT & RECOMMENDATIONS - UNFINISHED PROJECT  
 9/11/2020



MCHarry Associates, Inc.  
 2780 SW Douglas Road  
 Miami, Florida 33133  
 305-445-3765

| TASK | DESCRIPTION                                                                                                                                                                                                                                    | LABOR FEE | REIMB. COSTS                             | NOTES / REMARKS     |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------|---------------------|
| 1    | <b>CONDITIONS ASSESSMENT</b>                                                                                                                                                                                                                   |           |                                          |                     |
|      | Site Inspections, identification of damaged areas, documentation of existing conditions and restoration needed. Staff and equipment to site to investigate & assess existing conditions; included limited removal for testing & investigations |           |                                          |                     |
|      | TOTAL HOURS PER PHASE                                                                                                                                                                                                                          | 138       |                                          |                     |
|      | TOTAL FEE PER PHASE                                                                                                                                                                                                                            | \$ 14,120 |                                          |                     |
| 2    | <b>REPORT AND RECOMMENDATIONS</b>                                                                                                                                                                                                              |           |                                          |                     |
|      | Code Analysis / Impact on Restoration                                                                                                                                                                                                          | \$ 4,360  |                                          |                     |
|      | Prepare Cost Estimates                                                                                                                                                                                                                         | \$ 4,070  |                                          |                     |
|      | Develop Report and Recommendations                                                                                                                                                                                                             | \$ 12,060 |                                          |                     |
|      | Prepare and Present to City & HP Board                                                                                                                                                                                                         | \$ 1,240  | [task removed - see additional services] |                     |
|      | TOTAL HOURS PER PHASE                                                                                                                                                                                                                          | 178       |                                          |                     |
|      | TOTAL FEE PER PHASE                                                                                                                                                                                                                            | \$ 21,730 |                                          |                     |
|      |                                                                                                                                                                                                                                                |           | 316                                      | TOTAL PROJECT HOURS |
|      |                                                                                                                                                                                                                                                |           | \$ 35,850                                | TOTAL LUMP SUM FEE  |
| 4    | <b>REIMBURSABLE EXPENSE ALLOWANCES</b>                                                                                                                                                                                                         |           |                                          |                     |
|      | [Billed at actual cost + 10%]                                                                                                                                                                                                                  |           |                                          |                     |
|      | Mold Testing Consultant                                                                                                                                                                                                                        | \$ 5,500  |                                          |                     |
|      | Roofing Testing                                                                                                                                                                                                                                | \$ 1,650  |                                          |                     |
|      | TOTAL ALLOWANCE                                                                                                                                                                                                                                |           | 7,150                                    |                     |

See attached document for Exhibit “B”

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**CITY’S RESOLUTION No. 20-9809**

**RESOLUTION NO. 20-9809**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Opa-Locka Community Redevelopment Agency ("OCRA") and the City Commission of the City of Opa-Locka ("City Commission") have determined that Historic City Hall ("Facility") is an important example of Moorish architecture as evidenced by its inclusion on the Historic Registry; and

**WHEREAS**, such architecture was sought to be preserved, protected and restored through a Historic City Hall Rehabilitation Project ("Project"); and

**WHEREAS**, during the Rehabilitation Phase II of the Project, the building was reroofed and structural upgrades along with windows, mechanical and electrical work were completed; and

**WHEREAS**, the facility has been unoccupied and abandoned since 2016, however, the majority of the scope of work for Phase II was completed, the top of the tower was never installed; and

**WHEREAS**, as a result, the facility was exposed to bad weather up until such time as a temporary closure could be installed but damage resulted in the finished work of the material already installed; and

**WHEREAS**, the City Commission desires to complete the Historic City Hall Rehabilitation Project; and

**WHEREAS**, Staff recommends that a condition assessment report be conducted to determine how much of the work was completed, how much of the completed work can remain and how much of the unfinished work needs to be completed; and



**WHEREAS**, the City Commission further desires to accept the fee proposal of M.C. Harry and Associates, Inc., the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project, attached hereto as Exhibit "A", to conduct the condition assessment; and

**WHEREAS**, the Architect and Engineer's recommendations will provide a more accurate cost estimate to finish this project; 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 M.C. Harry and Associates, Inc., as attached in Exhibit "B", to conduct a condition assessment of Historic City Hall, in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

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

**Section 1. RECITALS ADOPTED.**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to accept the fee proposal of M.C. Harry and Associates, Inc. to conduct an condition assessment of Historic City Hall and enter into an agreement for same, as attached in Exhibit "B", in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

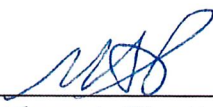
**SECTION 3. SCRIVENER'S ERRORS.**

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

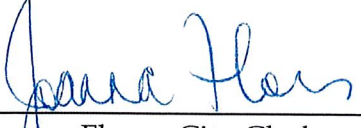
**Section 4. EFFECTIVE DATE.**

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

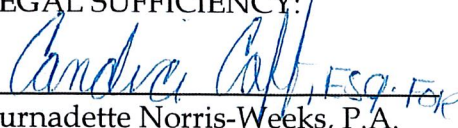
**PASSED and ADOPTED** this 30<sup>th</sup> day of September 2020.

  
\_\_\_\_\_  
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 BURKE

Seconded by: VICE MAYOR DAVIS

**VOTE:**

|                     |            |
|---------------------|------------|
|                     | <b>5-0</b> |
| Commissioner Bass   | YES        |
| Commissioner Burke  | YES        |
| Commissioner Kelley | YES        |
| Vice-Mayor Davis    | YES        |
| Mayor Pigatt        | YES        |



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

|                                                                   |                                                             |                                                      |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                               |
|-------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Department Director:</b>                                       | Airia Austin                                                |                                                      | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                                     |                                                                                                                      |                               |
| <b>City Manager:</b>                                              | John E. Pate                                                |                                                      | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                               |
| <b>Commission Meeting Date:</b>                                   | 09/30/2020                                                  | <b>Item Type:</b><br><small>(Enter X in box)</small> | <b>Resolution</b>                                                                                                                                                                                                                                                                                                                                         | <b>Ordinance</b>                                                                                                     | <b>Other</b>                  |
|                                                                   |                                                             |                                                      | X                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                      |                               |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                                  | <b>No</b>                                            | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1<sup>st</sup> Reading</b>                                                                                        | <b>2<sup>nd</sup> Reading</b> |
|                                                                   | X                                                           |                                                      |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                               |
|                                                                   | \$43,350.00                                                 |                                                      | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>Yes</b>                                                                                                           | <b>No</b>                     |
|                                                                   |                                                             |                                                      |                                                                                                                                                                                                                                                                                                                                                           | X                                                                                                                    | X                             |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept)</small><br>Ex: 320-44-541823 |                                                      | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           | <b>No</b>                     |
|                                                                   |                                                             |                                                      |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      | X                             |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b>                                                  | <b>No</b>                                            | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                               |
|                                                                   | X                                                           |                                                      |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                               |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b>                                                  | <b>No</b>                                            | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input checked="" type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                               |
|                                                                   | X                                                           |                                                      |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                               |
| <b>Sponsor Name</b>                                               | City Manager                                                |                                                      | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                               |

**Short Title:**

**Condition Assessment, Report, and Recommendation to Finish the Historic City Hall Rehabilitation Project.**

**Staff Summary:**

A Resolution of the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to accept the fee proposal to conduct a condition assessment by MCHarry Associates, which is the prime Architect and Engineer on record for this project. During the Rehabilitation Phase II, the building was reroofed and structural upgrades along with windows, mechanical and electrical work has been completed. The facility has been unoccupied and abandoned since 2016; and although the majority of the scope for Phase II was completed, the top of the tower was never installed. The facility was exposed to bad weather until a temporary closure could be installed, but damage occurred to the finished work and the material already installed. This assessment report will determine how much of the work was completed, how much of the completed work can remain or be replaced, and how much of the unfinished work need to be completed. The Architect and Engineer's recommendation will provide a more accurate cost estimate to finish this project.

**Financial Impact (FY 20 Budget)**

| Account   | Description        | Available | Project  | Remaining Balance |
|-----------|--------------------|-----------|----------|-------------------|
| 44-541823 | Historic City Hall | \$100,000 | \$43,350 | \$56,650          |

Project costs include \$35,850 for MCHarry Associates, \$7,150 mold and roof testing and \$350 for other reimbursable expense which may arise.

**Proposed Action:**

Staff recommends approval of this resolution.

**Attachment:**

1. Agenda
2. Proposal from MCHarry Associates
3. Contract Agreement between the City and MC Harry & Associates



# MCHARRYASSOCIATES

## CONSULTANT WORK ORDER PROPOSAL

September 11, 2020

City of Opa Locka  
780 FISHERMAN STREET, 4TH FLOOR  
OPA-LOCKA, FL 33054

Att: Aira Austin

Re: Rehabilitation of Historic Opa-Locka City Hall Building  
AE Fee Proposal –Unfinished Project - Conditions Assessment / Report and Recommendations

Dear Aira:

Here is our fee proposal for assessing how the current Historic Opa-locka City Building halted construction project can be completed by a new general contractor. Grace & Naeem Uddin, Inc were the original contractors for Phase 2A and Phase 2B of the rehabilitation project for the Historic City Hall. Unfortunately, they were unable to complete the project due to a variety of reasons. The building is currently unoccupied and although re-roofing and structural upgrades along with windows and some mechanical and electrical work has been completed, the building did not get the top of the tower installed. This means that the building is not weather-proofed and water has been getting into the building since 2016. At our site visit to re-acquaint ourselves with the project, we also noted that the new roofing is not performing as should be expected.

Due to the length of time that building has been exposed to the elements, we will need to review everything that was installed for all disciplines (architecture, structural, mechanical, electrical and plumbing) to assess how much of the Construction project was a) completed and b) can remain versus replaced or completed.

Because of the unknowns, this initial fee is to assess what is there and what we recommend prior to revising any of our drawings. We recommend that testing for any water intrusion damage (mold and mildew) be performed along with roof core testing as well and potential termite infestation. Building has not be weather tight in 4 years.

Once we provide a recommendation report and after acceptance by the city, we will to provide a fee proposal to revise our construction documents, re-permit the project (city and county), re-bid and construction administration along with a construction cost estimate.

### SCOPE OF WORK

The Phase 1 work shall be organized in two (2) tasks.

|        |                          |
|--------|--------------------------|
| Task 1 | Conditions Assessment    |
| Task 2 | Report & Recommendations |

#### Task 1 – Conditions Assessment Site Work

MC Harry will conduct a conditions assessment survey of the property. We will inspect & identify damaged areas as well as document existing conditions. Recognition and determination of deteriorated portions of the building that may need to be protected. Recommend measures including structural reinforcement, weatherization, or correction of unsafe conditions. We will provide all services necessary to;

1. Provide an on-site team of architects and engineers to investigate, and obtain detailed information regarding the existing conditions of the building and property including:
  - a. Existing Site Features

- b. Exterior Building walls: Conduct assessment of historic (new work and unfinished work) features to include: Foundations, Exterior Walls and Wood elements, Stucco, (Faux Brick/ Stone), Porches, Railings
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2. We will arrange for, and retain consultant to provide a new Environmental Assessment for presence of Mold and Air quality and termite. This task will be completed and paid for as a reimbursable expense. See Reimbursable Expense Allowance Below.
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**Fee/Compensation: \$14, 120**

## **Task 2 – Report & Recommendations**

Once the conditions assessment is completed, MCHarry will evaluate all of the data and information obtained, and will prepare a formal Report and Recommendations document. MCHarry will:

1. Provide recommendations of what can remain and what needs to be removed. Provide building code analysis and implications on the completion of project. Original drawings were designed to meet Florida Building Code 2010. On January 1, 2021, a new building code will take effect. Changes in the code will need to be reviewed against original construction drawings scope.
2. Prepare preliminary cost estimates of the completion of the restoration of historic City Hall;
3. Meet with the City to review and discuss the intended recommendations; and cost estimate implications.

Deliverables for this Task

Formal Report and Recommendations with preliminary cost estimate.

**Fee/Compensation: \$21,730**

## **SUB-CONSULTANTS**

The below listed Sub-Consultants will assist in the performance of the Work. These are the same sub-consultants for the permitted drawings. .

| <b>Sub-Consultant Name</b> | <b>Specialty or Expertise</b> |
|----------------------------|-------------------------------|
| Bliss & Nyitray, Inc.      | Structural Engineering        |

|                          |                 |
|--------------------------|-----------------|
| SDM Consulting Engineers | MEP Engineering |
|--------------------------|-----------------|

## I. SCHEDULE OF WORK – TIME OF PERFORMANCE

| SCHEDULE |                                                |          |                                   |
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| 1        | Conditions Assessment Site Work                | 15 days  | NTP + 30                          |
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\* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP.

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Consultant shall perform the Work detailed in this Proposal for a Total Compensation Not to Exceed \$43,000. Said compensation includes fees for professional services; direct costs associated with; specialized material testing as outlined above.

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SCHEDULE OF FEES / COMPENSATION. Compensation shall be invoiced to the City monthly in proportion to the tasks completed, such that the following costs per task shall not be exceeded:

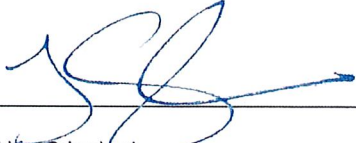
|                                                      |                            |           |               |
|------------------------------------------------------|----------------------------|-----------|---------------|
| Task 1                                               | CONDITIONS ASSESSMENT      | \$        | 14,120        |
| Task 2                                               | REPORT AND RECOMMENDATIONS | \$        | 21,730        |
| <b>Total Lump Sum Fee for Professional Services:</b> |                            | <b>\$</b> | <b>35,850</b> |

### REIMBURSABLE EXPENSE

Reimbursable Expense Allowance (Not to Exceed): **\$ 7,500**

Allowance for Reimbursable Expenses: We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%.

1. Environment testing Consultant
2. Direct Cost for obtaining roof cores to determine condition of roofing system.
3. Printing of documents provided to the City
4. Regulatory fees, if any
5. Expenses paid on behalf of the City related to this project.

Submitted by: 

Lourdes Solera, FAIA, Principal

Accepted by: \_\_\_\_\_

Aira Austin, City of Opa-lock



CITY OF OPA- LOCKA CITY HISTORIC CITY HALL  
 FEE PROPOSAL - ASSESSMENT & RECOMMENDATIONS - UNFINISHED PROJECT  
 9/11/2020



MCHarry Associates, Inc.  
 2780 SW Douglas Road  
 Miami, Florida 33133  
 305-445-3765

| TASK | DESCRIPTION                                                                                                                                                                                                                                    | LABOR FEE | REIMB. COSTS                             | NOTES / REMARKS               |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------|-------------------------------|
| 1    | <b>CONDITIONS ASSESSMENT</b>                                                                                                                                                                                                                   |           |                                          |                               |
|      | Site Inspections, identification of damaged areas, documentation of existing conditions and restoration needed. Staff and equipment to site to investigate & assess existing conditions; included limited removal for testing & investigations |           |                                          |                               |
|      | TOTAL HOURS PER PHASE                                                                                                                                                                                                                          | 138       |                                          |                               |
|      | TOTAL FEE PER PHASE                                                                                                                                                                                                                            | \$ 14,120 |                                          |                               |
| 2    | <b>REPORT AND RECOMMENDATIONS</b>                                                                                                                                                                                                              |           |                                          |                               |
|      | Code Analysis / Impact on Restoration                                                                                                                                                                                                          | \$ 4,360  |                                          |                               |
|      | Prepare Cost Estimates                                                                                                                                                                                                                         | \$ 4,070  |                                          |                               |
|      | Develop Report and Recommendations                                                                                                                                                                                                             | \$ 12,060 |                                          |                               |
|      | Prepare and Present to City & HP Board                                                                                                                                                                                                         | \$ 1,240  | [task removed - see additional services] |                               |
|      | TOTAL HOURS PER PHASE                                                                                                                                                                                                                          | 178       |                                          |                               |
|      | TOTAL FEE PER PHASE                                                                                                                                                                                                                            | \$ 21,730 |                                          |                               |
|      |                                                                                                                                                                                                                                                |           | 316                                      | TOTAL PROJECT HOURS           |
|      |                                                                                                                                                                                                                                                |           | \$ 35,850                                | TOTAL LUMP SUM FEE            |
| 4    | <b>REIMBURSABLE EXPENSE ALLOWANCES</b>                                                                                                                                                                                                         |           |                                          | [Billed at actual cost + 10%] |
|      | Mold Testing Consultant                                                                                                                                                                                                                        | \$ 5,500  |                                          |                               |
|      | Roofing Testing                                                                                                                                                                                                                                | \$ 1,650  |                                          |                               |
|      | TOTAL ALLOWANCE                                                                                                                                                                                                                                |           | 7,150                                    |                               |



**CONTRACT AGREEMENT**

**BETWEEN**

**CITY OF OPA- LOCKA**

**AND**

**MC HARRY AND ASSOCIATES, INC**

**FOR**

**CONDITION ASSESSMENT, REPORT & RECOMMENDATION**

**TO THE HISTORIC CITY HALL BUILDING**

## **AGREEMENT**

THIS IS AN AGREEMENT dated the \_\_\_\_\_ Day of **November, 2020**, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter  
"CITY,"

and

### **MC HARRY AND ASSOCIATES**

A licensed Company, authorized to do business in the State of Florida,  
hereinafter "CONSULTANT".

### **WITNESSETH:**

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

### **ARTICLE 1**

#### **PREAMBLE**

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

- 1.1 On **September 30, 2020**, the CITY authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

### **ARTICLE 2**

#### **SCOPE OF WORK**

- 2.1 The CONSULTANT shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with **Fee Proposal dated September 11, 2020**. A copy of the Proposals are attached hereto and specifically made a part of this Agreement as Composite "Exhibit A" and the Resolution package is also attached as Composite "Exhibit B".
- 2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) Year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

### ARTICLE 3

#### TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement **upon full execution of Contract**. CONSULTANT shall complete all work in a timely manner substantially by **ninety days (90) after full execution of contract date**, and final completion will be **thirty days (30) after substantial completion date**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.
- 3.3 Consultant's failure to perform the work specified in Exhibit "A" shall result in Consultant being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (**\$1,000.00**) per day for each unexcused day after the completion date set forth in Section 3.1 above.

### ARTICLE 4

#### CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$43,350.00** for work to be completed in accordance with the "Proposal" submitted by CONSULTANT. Itemized prices for work completed by the CONSULTANT shall be as

reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be **Forty Three Thousand Three Hundred Fifty Dollars.**

- 4.2 Notwithstanding any other provision of this contract, the CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final completion certificate and retainage payment, and shall correct within fourteen business days (14) any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by CONSULTANT except those previously made and still unsettled.

#### **ARTICLE 5**

#### **PROGRESS PAYMENTS**

- 5.1 Based upon Applications for Payment submitted by the Consultant to the Owner in the Standard American Institute of Architects' Forms (AIA) G701, G702, and G703, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Consultant as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
  - 5.2.1. 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.
  - 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the Consultant in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Consultant's Applications for Payment.
  - 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
  - 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
    - 5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as

determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Consultant to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.2.4.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and material suitably stored at the site for subsequent incorporation in the completed construction or, if approved in advance by the Owner, material suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.

5.3 Each Application for Payment submitted by the Consultant to the Owner shall include Partial Release of lien from his company and each subConsultant for labor, equipment, services or materials described in the Application for Payment.

5.4 The progress payment amount determined in accordance with the above shall be further modified under the following circumstances:

5.4.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Owner determines for incomplete Work and unsettled claims; and

5.5 Reduction or limitation of retainage, if any, shall be as follows: None

## ARTICLE 6 FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Consultant when:

(a) The Contract has been fully performed by the Consultant upon the Consultant's



- fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
- (b) The Consultant has furnished the City with Final Release of Lien from his own company and from each subConsultant for labor, equipment, services or materials described in the Final Application for Payment, and
  - (c) A final Project Certificate for Payment has been issued by the City upon the Architect/Engineer of records final completion Certificate, and
  - (d) The Consultant has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

## ARTICLE 7

### CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONSULTANT allow any SubConsultant, if applicable, to commence work on a sub-contract until all similar such insurance required of the subConsultant has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.5 Consultant's Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:

- (a) Workers' Compensation Insurance – as required by law;
  - (b) Employer's Liability Insurance - as required by law;
  - (c) Automobile Liability Insurance – the minimum limit of coverage shall be \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
  - (d) Personal Injury in the minimum amounts of \$1,000.000 for combined Bodily Injury and Property Damage.
  - (e) Professional Liability Insurance: minimum coverage shall be \$1,000,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the Consultant.

## ARTICLE 8

### PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

## ARTICLE 9

### CONSULTANT 'S INDEMNIFICATION

- 9.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by Consultant. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT 's negligent acts, errors, or omissions.

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

## ARTICLE 10

### INDEPENDENT CONSULTANT

- 10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law and similar laws. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

## ARTICLE 11

### CONTRACT BOND

- 11.1 ~~The CONSULTANT is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-Looka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

## ARTICLE 12

### CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

ARCHITECT/ENGINEER OF RECORD'S APPROVAL

- 12.2 In no event will the CONSULTANT be compensated for, nor will the City request for any work which has not been described in a separate written agreement executed by the parties hereto.

### ARTICLE 13

#### TERM AND TERMINATION

- 13.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

### ARTICLE 14

#### CONTRACT DOCUMENTS

- 14.1 CONSULTANT and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; Proposals as set forth in Exhibit "A" and City's Resolution in Exhibit "B".

ARTICLE 15  
MISCELLANEOUS

15.1 Legal Representation:

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

15.2 Assignments:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

CONSULTANT shall keep the as-built drawings, the shop-drawings, books and records and require any and all subConsultant s to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, or for such longer period as is required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.4 Ownership of Documents:

Reports, surveys, plans, calculations, shop-drawings studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 Notice:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: John E. Pate, City Manager  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311

COPY TO: Airia Austin, CIP Director  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

CONSULTANT : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15.7 Binding Authority:

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

15.8 Exhibits:

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

15.9 Headings:

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

15.10 Severability:

If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of



such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.11 Governing Law:

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

15.12 Disputes:

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

15.13 Attorney's Fees:

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

15.14 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 Waiver:

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

15.16 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

## ARTICLE 16

### NOTICE TO PROCEED

The CONSULTANT shall commence work within five (5) working days from the date of the Notice to Proceed (NTP) following **the issuance of approved permit by jurisdictional authorities, whichever comes earlier**. No work shall begin without NTP. Residents must be given at least 48 hour-notice to commence construction at the site.

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

**CITY OF OPA-LOCKA**

ATTEST:

\_\_\_\_\_  
Joanna Flores, CMC

City Clerk

BY: \_\_\_\_\_

John E. Pate

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A. City Attorney

**MC HARRY AND ASSOCIATES, INC**

ATTEST:

\_\_\_\_\_  
Authorized Representative (Name)

\_\_\_\_\_  
(Signature)

WITNESSES:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State  
and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit “A”

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**PROPOSAL:**

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See attached document for Exhibit “B”

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**CITY’S RESOLUTION No. 20-\_\_\_\_\_**

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**CONTRACT AGREEMENT**

**BETWEEN**

**CITY OF OPA- LOCKA**

**AND**

**M.C. HARRY AND ASSOCIATES, INC.**

**FOR**

**CONDITION ASSESSMENT, REPORT, AND RECOMMENDATION TO THE  
HISTORIC CITY HALL BUILDING**



**AGREEMENT**

THIS IS AN AGREEMENT, dated the 20<sup>th</sup> day of April 2021, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter  
"CITY,"

And

M.C. HARRY AND ASSOCIATES, INC.

A licensed Company, authorized to do business in the State of Florida,  
hereinafter "CONSULTANT."

**WITNESSETH:**

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

**ARTICLE 1**

**PREAMBLE**

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

- 1.1 CITY desires to complete *the Historic City Hall Rehabilitation Project* on an emergency basis and bypass the procurement code; and further desires to accept the fee proposal of M.C. Harry & Associates, Inc, the prime Architect and Engineer of record for this project, to conduct a condition assessment to the property and supply architectural and engineering

recommendations that will provide a more precise cost estimate to finish the project.

- 1.2 On **January 27, 2021**, the CITY awarded the CONTRACT and authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below. A copy of the Resolution is attached hereto and made a part hereof as Exhibit "A".

## ARTICLE 2

### SCOPE OF WORK

The consultant will provide services in different phases. The requirement of other phases will be determined at the completion of phase 1 consulting services. Agreement for other phases will be develop upon commission approval and acceptance of each subsequent phase and its fee proposals.

#### **Scope for Phase 1 Consulting Services:**

The Phase 1 work shall be organized in two (2) tasks.

- Task 1 Conditions Assessment
- Task 2 Report & Recommendations

#### **Task 1 – Conditions Assessment Site Work**

The consultant will conduct a conditions assessment survey of the property. The consultant will inspect & identify damaged areas as well as document existing conditions. Recognition and determination of deteriorated portions of the building that may need to be protected. Recommend measures including structural reinforcement, weatherization, or correction of unsafe conditions. The consultant will provide all services necessary to.

1. Provide an on-site team of architects, and engineers to investigate, and obtain detailed information regarding the existing conditions of the building and property including:
  - a. Existing Site Features.
  - b. Exterior Building walls: Conduct assessment of historic (new work and unfinished work) features to include: Foundations, Exterior Walls and Wood elements, Stucco, (Faux Brick/ Stone), Porches, Railings.
  - c. Roofing areas and associated RWL drainage systems – what is the current condition and is it viable to remain or must it be redone
  - d. Exterior Windows – installation and attachments
  - e. Exterior Doors – installation and attachments
  - f. Exterior features (Minarets, domes, porches, decorative features)
  - g. Interior Finishes: Conduct in depth and detailed assessment of historic features to including inspection of Moisture, Fungal and insect infestation.
  - h. Structural Condition of completed work and may still need to be

- completed
  - i. Structural conditions of the Tower and special features and steel elements.
  - j. Elevator
  - k. Mechanical and Plumbing Systems
  - l. Electrical Systems
  - m. Review any construction items on site not installed that belong to the City and may be refused or not
2. The consultant will arrange for and retain consultant to provide a new Environmental Assessment for presence of mold and air quality and termite. This task will be completed and paid for as a reimbursable expense. See Reimbursable Expense Allowance Below.
  3. The consultant will arrange for the specialized services of roofing tests. These direct costs will be presented and invoiced to the City as a reimbursable expense. See Reimbursable Expense Allowance Below.

## **Task 2 – Report & Recommendations**

Once the conditions assessment is completed, the consultant will evaluate all the data and information obtained and will prepare a formal Report and Recommendations document. The consultant will:

1. Provide recommendations of what can remain and what needs to be removed. Provide building code analysis and implications on the completion of project. Original drawings were designed to meet Florida Building Code 2010. On January 1, 2021, a new building code took effect. Changes in the code will need to be reviewed against original construction drawings scope.
2. Prepare preliminary cost estimates of the completion of the restoration of historic City hall.
3. Meet with the city to review and discuss the intended recommendations and cost estimate implications.

Deliverables for this Task

Formal Report and Recommendations with preliminary cost estimate.

## **SUB-CONSULTANTS**

The below listed Sub-Consultants will assist in the performance of the Work. These are the same subconsultants for the permitted drawings.

| <b>Sub-Consultant Name</b> | <b>Specialty or Expertise</b> |
|----------------------------|-------------------------------|
| Bliss & Nyitray, Inc.      | Structural Engineering        |
| SDM Consulting Engineers   | MEP Engineering               |

### ARTICLE 3

#### TIME FOR COMPLETION

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement within fifteen (15) calendar days from the Notice to Proceed (NTP) and must complete within One Hundred Eighty (180) calendar days.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT.
- 3.3 Consultant's failure to perform the work specified in this Agreement may result in cancellation of the agreement with cause.

### ARTICLE 4

#### CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$43,350.00** for work to be completed for phase-1 in accordance with the "Proposal" submitted by CONSULTANT. Work completed by the CONSULTANT shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "B", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be not to exceed Forty-Three Thousand Three Hundred Fifty DOLLARS. The contract price includes fees for professional services, direct costs associated with equipment rentals, specialized material testing, allowance for potential optional services (to be authorized by the city if needed) and shall also include all reimbursable expenses and all allowances.

### ARTICLE 5

#### METHOD OF PAYMENTS

- 5.1 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.

ARTICLE 6  
FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Consultant when (1) the Contract has been fully performed by the Consultant except for the Consultant's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Owner and 3) the Consultant has met all provisions of the reporting requirements of grants if the project is funded in whole or in part by grant money; such final payment shall be made by the Owner after the final Project Certificate for Payment be reviewed and approved by the State.

ARTICLE 7  
CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage shall include a minimum of:

- I. **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$100,000.00 each accident.
- II. **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the CITY against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of non-owned and hired motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property

Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

III. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the CITY against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The CITY is to be specifically included as an Additional Insured for the liability of the CITY resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Project Agreement. CONSULTANT'S insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute to CONSULTANT'S insurance. CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

IV. **Professional Liability:** The CONSULTANT shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$25,000.00 per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the CITY, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The

CONSULTANT shall additionally notify the CITY, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$100,000.00 during the policy term.

- V. **Certificate of Insurance:** Prior to the execution of this Agreement, CONSULTANT shall provide the CITY Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the CONSULTANT shall provide to the CITY Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any Project Agreement and shall state that such insurance is as required by this and any Project Agreement. The CITY reserves the right to require the CONSULTANT to provide a certified copy of such policies, upon written request by the CITY. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY Manager.
  - VI. All deductibles or self-insured retentions must be declared to and be approved by the CITY Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The CITY Manager may require the CONSULTANT, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the CONSULTANT'S deductible for Professional Liability Insurance.
- 7.2 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.3 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to



complete this Agreement.

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

## ARTICLE 8

### CONSULTANT'S INDEMNIFICATION

- 8.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters and with the work being performed by Consultant to the extent caused by CONSULTANT's breach of contract or negligent acts, errors or omissions. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters provided the CITY has not breached its obligations hereunder.
- 8.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.
- 8.3 If a court of competent jurisdiction holds the City liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

## ARTICLE 9

### INDEPENDENT CONSULTANT

- 9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law and similar laws. The CONSULTANT shall retain

sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

#### ARTICLE 10

##### CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

PROJECT NAME

PROJECT DESCRIPTION

ESTIMATED PROJECT COST

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

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

#### ARTICLE 11

##### TERM AND TERMINATION/SUSPENSION

- 11.1 **For Cause:** This Agreement may be terminated by either party for cause, or the CITY for convenience, upon written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated (not due to the fault of the CITY), he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT

shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

- 11.2 **For Convenience:** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding sub-consultant(s) obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Subsection 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.
- 11.3 **Assignment upon Termination:** Upon termination of this Project Agreement, a copy of all of the CONSULTANT'S work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.
- 11.4 **Suspension for Convenience:** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to ninety (90) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.
- 11.5 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

## ARTICLE 12

### CONTRACT DOCUMENTS

- 12.1 CONSULTANT and CITY hereby agree that the following exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: This Agreement; CONSULTANT's proposal as set forth in Exhibit "B"; and Resolution# 21-9836 as set forth in Exhibit "A", or to this Agreement. The consultant will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost unless otherwise agreed to by the parties in writing.

## ARTICLE 13

### MISCELLANEOUS

#### 13.1 Legal Representation:

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

#### 13.2 Records:

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

#### 13.3 Ownership of Documents:

Reports, surveys, plans, studies and other data provided in connection with this Agreement or proposed by consultant or any sub-consultant are and shall remain the property of City. Upon reasonable notice same shall be made available to representatives of Miami Dade County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

#### 13.4 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.5 Notice:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

|              |                                                                                                                                      |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------|
| CITY:        | John E. Pate, City Manager<br>780 Fisherman Street, 4 <sup>th</sup> Floor<br>Opa-locka, Florida 33054                                |
| COPY TO:     | Burnadette Norris-Weeks, City Attorney<br>401 NW 7 <sup>th</sup> Avenue<br>Fort Lauderdale, Florida 33311                            |
| CONSULTANT : | Lourdes Solera, FAIA, President, Director<br>M.C. Harry and Associates, Inc.<br>2780 S.W. Douglas Road, Suite 302<br>Miami, FL 33133 |

13.6 Binding Authority:

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

13.7 Exhibits:

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

13.8 Headings:

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

13.9 Severability:

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

13.10 Governing Law:

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

13.11 Disputes:

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

13.12 Attorney's Fees:

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

13.13 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.14 Waiver:

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

13.15 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

13.16 Compliance with Miami-Dade County Regulations:

The parties hereto acknowledge and understand that the funding for this Contract is provided from grant funds provided to the City by Miami Dade County. As a result of said grant funding, the parties must adhere to certain regulations regarding as further documented herein regarding retention of records and funding.

13.17 E-Verify Form

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.

#### ARTICLE 14

##### NOTICE TO PROCEED

The Consultant and the engineer shall commence work within fifteen (15) calendar days from the date of the Notice to Proceed (NTP). No work shall begin without NTP.

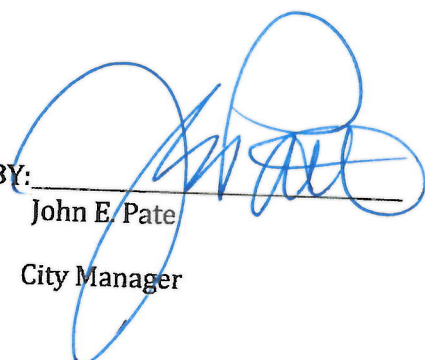
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**CITY OF OPA-LOCKA**

ATTEST:

Joanna Flores  
Joanna Flores, CMC

City Clerk

BY: 

John E. Pate

City Manager

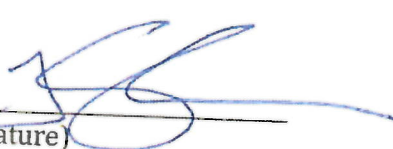
APPROVED AS TO FORM:

Andee Giff, Esq. For  
Burnadette Norris-Weeks, P.A., City Attorney

**M.C. HARRY AND ASSOCIATES, INC.**

ATTEST:

LOURDES SOLERA  
Lourdes Solera, President  
(Print Name)

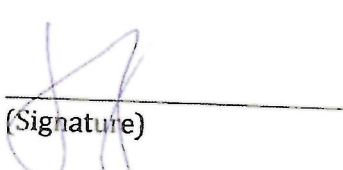
  
(Signature)

WITNESSES:

CRAIG AQUART  
(Print Name)

  
(Signature)

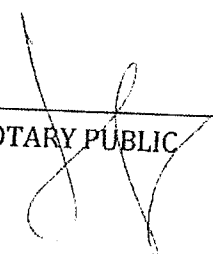
Jackie Ibinarraja  
(Print Name)

  
(Signature)

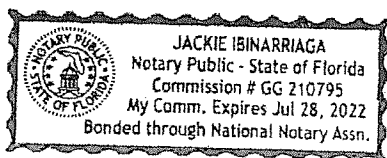
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 29 day of April, 2021.

  
NOTARY PUBLIC

My Commission Expires:



## **Exhibit “A”**

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### **RESOLUTION NO. 21-9836.**

**RESOLUTION NO. 21-9836**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION 20-9809; AUTHORIZING THE CITY MANAGER TO ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Opa-Locka Community Redevelopment Agency ("OCRA") and the City Commission of the City of Opa-Locka ("City Commission") have determined that Historic City Hall ("Facility") is an important example of Moorish architecture as evidenced by its inclusion on the Historic Registry; and

**WHEREAS**, such architecture was sought to be preserved, protected and restored through a Historic City Hall Rehabilitation Project ("Project"); and

**WHEREAS**, during the Rehabilitation Phase II of the Project, the building was reroofed and structural upgrades along with windows, mechanical and electrical work were completed; and

**WHEREAS**, the facility has been unoccupied and abandoned since 2016, however, the majority of the scope of work for Phase II was completed, the top of the tower was never installed; and

**WHEREAS**, as a result, the facility was exposed to bad weather up until such time as a temporary closure could be installed but damage resulted in the finished work of the material already installed; and

**WHEREAS**, the City Commission desires accept the City Manager's recommendation to complete the Historic City Hall Rehabilitation Project on an emergency basis and bypass the procurement code; and

**WHEREAS**, Staff recommends that a condition assessment report be conducted to determine how much of the work was completed, how much of the completed work can remain and how much of the unfinished work needs to be completed; and

**WHEREAS**, the City Commission further desires to accept the fee proposal of M.C. Harry and Associates, Inc., the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project, attached hereto as Exhibit "A", to conduct the condition assessment and rescind the previous Resolution 20-9809, which approves the Project but does not note the emergency nature of the project and legislation; and

**WHEREAS**, the Architect and Engineer's recommendations will provide a more accurate cost estimate to finish this project; 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 M.C. Harry and Associates, Inc., as attached in Exhibit "B", to conduct a condition assessment of Historic City Hall, in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

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

**Section 1. RECITALS ADOPTED.**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka hereby rescinds Resolution #20-9809 and further authorizes the City Manager to accept the fee proposal of M.C. Harry and Associates, Inc. to conduct an condition assessment of Historic City Hall and enter into an agreement on an emergency basis for same, as attached in Exhibit "B", in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

**SECTION 3. SCRIVENER'S ERRORS.**

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

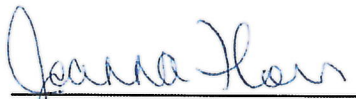
**Section 4. EFFECTIVE DATE.**

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

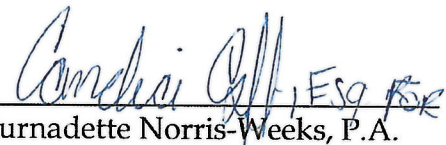
**PASSED and ADOPTED** this 27<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
Matthew A. Pigatt, Mayor

ATTEST:

  
\_\_\_\_\_  
Joanna Flores, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: COMMISSIONER BURKE

Seconded by: VICE MAYOR WILLIAMS

|                     |            |
|---------------------|------------|
| <b>VOTE:</b>        | <b>5-0</b> |
| Commissioner Burke  | YES        |
| Commissioner Davis  | YES        |
| Commissioner Taylor | YES        |
| Vice-Mayor Williams | YES        |
| Mayor Pigatt        | YES        |





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

|                                                                   |                                                                |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |                               |                |
|-------------------------------------------------------------------|----------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------|----------------|
| <b>Department Director:</b>                                       | Airia Austin                                                   |           | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                                     |                                                                                                                      |                  |                               |                |
| <b>City Manager:</b>                                              | John E. Pate                                                   |           | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                               |                |
| <b>Commission Meeting Date:</b>                                   | 01-27-2021                                                     |           | <b>Item Type:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                      | <b>Resolution</b><br><br>X                                                                                           | <b>Ordinance</b> | <b>Other</b>                  |                |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b><br><br>X<br>\$43,350.00                             | <b>No</b> | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1<sup>st</sup> Reading</b>                                                                                        |                  | <b>2<sup>nd</sup> Reading</b> |                |
|                                                                   |                                                                |           | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>Yes</b>                                                                                                           | <b>No</b><br>X   | <b>Yes</b>                    | <b>No</b><br>X |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept)</small><br>Ex:<br>320-44-541823 |           | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           |                  | <b>No</b><br><br>X            |                |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b><br><br>X                                            | <b>No</b> | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |                               |                |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b><br><br>X                                            | <b>No</b> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input checked="" type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                  |                               |                |
| <b>Sponsor Name</b>                                               | City Manager                                                   |           | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                  |                               |                |

**Short Title:**

**Condition Assessment, Report, and Recommendation to Finish the Historic City Hall Rehabilitation Project.**

**Staff Summary:**

A Resolution of the City Commission of the City of Opa-locka, Florida, rescinding resolution 20-9809; and authorising the City Manager to accept the emergency fee proposal to conduct a condition assessment by MCHarry Associates, which is the prime Architect and Engineer on record for this project. During the Rehabilitation Phase II, the building was reroofed and structural upgrades along with windows, mechanical and electrical work has been completed. The facility has been unoccupied and abandoned since 2016; and although the majority of the scope for Phase II was completed, the top of the tower was never installed. The facility was exposed to bad weather until a temporary closure could be installed, but damage occurred to the finished work and the material already installed. This assessment report will determine how much of the work was completed, how much of the completed work can remain or be replaced, and how much of the unfinished work need to be completed. The Architect and Engineer's recommendation will provide a more accurate cost estimate to finish this project.

**Financial Impact (FY 20 Budget)**

| Account   | Description        | Available | Project  | Remaining Balance |
|-----------|--------------------|-----------|----------|-------------------|
| 44-541823 | Historic City Hall | \$100,000 | \$43,350 | \$56,650          |

Project costs include \$35,850 for MCHarry Associates, \$7,150 mold and roof testing and \$350 for other reimbursable expense which may arise.

**Proposed Action:**

Staff recommends approval of this resolution.

**Attachment:**

1. Agenda
2. Proposal from MCHarry Associates
3. Contract Agreement between the City and MC Harry & Associates
4. Resolution 20-9809

## **Exhibit “B”**

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### **CONSULTANT’S PROPOSAL**

Architectural and Engineering Fee Proposal dated September 11, 2020 of M.C. Harry and Associates, Inc to conduct Condition Assessment, Report, and Recommendation to finish the Historic City Hall Rehabilitation Project for the sum of Thirty-Five Thousand Eight Hundred Fifty Dollars (\$35,850.00) for completion of Task 1 & 2 and Seven Thousand Five Hundred Dollars (\$7,500.00) for reimbursable Expense Allowance.

## CONSULTANT WORK ORDER PROPOSAL

September 11, 2020

City of Opa Locka  
780 FISHERMAN STREET, 4TH FLOOR  
OPA-LOCKA, FL 33054

Att: Aira Austin

Re: Rehabilitation of Historic Opa-Locka City Hall Building  
AE Fee Proposal –Unfinished Project - Conditions Assessment / Report and Recommendations

Dear Aira:

Here is our fee proposal for assessing how the current Historic Opa-locka City Building halted construction project can be completed by a new general contractor. Grace & Naeem Uddin, Inc were the original contractors for Phase 2A and Phase 2B of the rehabilitation project for the Historic City Hall. Unfortunately, they were unable to complete the project due to a variety of reasons. The building is currently unoccupied and although re-roofing and structural upgrades along with windows and some mechanical and electrical work has been completed, the building did not get the top of the tower installed. This means that the building is not weather-proofed and water has been getting into the building since 2016. At our site visit to re-acquaint ourselves with the project, we also noted that the new roofing is not performing as should be expected.

Due to the length of time that building has been exposed to the elements, we will need to review everything that was installed for all disciplines (architecture, structural, mechanical, electrical and plumbing) to assess how much of the Construction project was a) completed and b) can remain versus replaced or completed.

Because of the unknowns, this initial fee is to assess what is there and what we recommend prior to revising any of our drawings. We recommend that testing for any water intrusion damage (mold and mildew) be performed along with roof core testing as well and potential termite infestation. Building has not be weather tight in 4 years.

Once we provide a recommendation report and after acceptance by the city, we will to provide a fee proposal to revise our construction documents, re-permit the project (city and county), re-bid and construction administration along with a construction cost estimate.

### SCOPE OF WORK

The Phase 1 work shall be organized in two (2) tasks.

|        |                          |
|--------|--------------------------|
| Task 1 | Conditions Assessment    |
| Task 2 | Report & Recommendations |

#### Task 1 – Conditions Assessment Site Work

MC Harry will conduct a conditions assessment survey of the property. We will inspect & identify damaged areas as well as document existing conditions. Recognition and determination of deteriorated portions of the building that may need to be protected. Recommend measures including structural reinforcement, weatherization, or correction of unsafe conditions. We will provide all services necessary to;

1. Provide an on-site team of architects and engineers to investigate, and obtain detailed information regarding the existing conditions of the building and property including:
  - a. Existing Site Features

- b. Exterior Building walls: Conduct assessment of historic (new work and unfinished work) features to include: Foundations, Exterior Walls and Wood elements, Stucco, (Faux Brick/ Stone), Porches, Railings
  - c. Roofing areas and associated RWL drainage systems - what is the current condition and is it viable to remain or must it be redone.
  - d. Exterior Windows - installation and attachment
  - e. Exterior Doors - installation and attachment
  - f. Exterior features (Minarets, domes, porches, decorative features
  - g. Interior Finishes: Conduct in depth and detailed assessment of historic features to including inspection of Moisture, Fungal and insect infestation.
  - h. Structural Condition of completed work and what may still need to be completed
  - i. Structural conditions of the Tower and special features and steel elements.
  - j. Elevator
  - k. Mechanical and Plumbing Systems
  - l. Electrical Systems.
  - m. Review any construction items on site not installed that belong to the city and may be reused or not.
2. We will arrange for, and retain consultant to provide a new Environmental Assessment for presence of Mold and Air quality and termite. This task will be completed and paid for as a reimbursable expense. See Reimbursable Expense Allowance Below.
  3. We will arrange for the specialized services of roofing tests. These direct costs will be presented and invoiced to the City as a reimbursable expense. See Reimbursable Expense Allowance Below.

**Fee/Compensation: \$14, 120**

## **Task 2 – Report & Recommendations**

Once the conditions assessment is completed, MCHarry will evaluate all of the data and information obtained, and will prepare a formal Report and Recommendations document. MCHarry will:

1. Provide recommendations of what can remain and what needs to be removed. Provide building code analysis and implications on the completion of project. Original drawings were designed to meet Florida Building Code 2010. On January 1, 2021, a new building code will take effect. Changes in the code will need to be reviewed against original construction drawings scope.
2. Prepare preliminary cost estimates of the completion of the restoration of historic City Hall;
3. Meet with the City to review and discuss the intended recommendations; and cost estimate implications.

Deliverables for this Task

Formal Report and Recommendations with preliminary cost estimate.

**Fee/Compensation: \$21,730**

## **SUB-CONSULTANTS**

The below listed Sub-Consultants will assist in the performance of the Work. These are the same sub-consultants for the permitted drawings.

| <b>Sub-Consultant Name</b> | <b>Specialty or Expertise</b> |
|----------------------------|-------------------------------|
| Bliss & Nyitray, Inc.      | Structural Engineering        |



|                          |                 |
|--------------------------|-----------------|
| SDM Consulting Engineers | MEP Engineering |
|--------------------------|-----------------|

## I. SCHEDULE OF WORK – TIME OF PERFORMANCE

| SCHEDULE |                                                |          |                                   |
|----------|------------------------------------------------|----------|-----------------------------------|
| Task     | Major Task, Sub-Task, Activity, or Deliverable | Duration | Delivery Date*<br>(calendar days) |
| 0        | Mobilization                                   | 15 days  | NTP + 15                          |
| 1        | Conditions Assessment Site Work                | 15 days  | NTP + 30                          |
| 2        | Issue Report & Recommendations                 | 30 days  | NTP + 60                          |

\* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP.

## II. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total Compensation Not to Exceed \$43,000. Said compensation includes fees for professional services; direct costs associated with; specialized material testing as outlined above.

### PROFESSIONAL SERVICES

SCHEDULE OF FEES / COMPENSATION. Compensation shall be invoiced to the City monthly in proportion to the tasks completed, such that the following costs per task shall not be exceeded:

|                                               |                            |    |        |
|-----------------------------------------------|----------------------------|----|--------|
| Task 1                                        | CONDITIONS ASSESSMENT      | \$ | 14,120 |
| Task 2                                        | REPORT AND RECOMMENDATIONS | \$ | 21,730 |
| Total Lump Sum Fee for Professional Services: |                            | \$ | 35,850 |

### REIMBURSABLE EXPENSE

Reimbursable Expense Allowance (Not to Exceed): \$ 7,500

Allowance for Reimbursable Expenses: We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%.

1. Environment testing Consultant
2. Direct Cost for obtaining roof cores to determine condition of roofing system.
3. Printing of documents provided to the City
4. Regulatory fees, if any
5. Expenses paid on behalf of the City related to this project.

Submitted by: \_\_\_\_\_

Lourdes Solera, FAIA, Principal

Accepted by: \_\_\_\_\_

Aira Austin, City of Opa-lock

CITY OF OPA- LOCKA CITY HISTORIC CITY HALL  
 FEE PROPOSAL - ASSESSMENT & RECOMMENDATIONS - UNFINISHED PROJECT  
 9/11/2020



MCHarry Associates, Inc.  
 2780 SW Douglas Road  
 Miami, Florida 33133  
 305-445-3765

| TASK | DESCRIPTION                                                                                                                                                                                                                                    | LABOR FEE                     | REIMB. COSTS                             | NOTES / REMARKS     |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------|---------------------|
| 1    | <b>CONDITIONS ASSESSMENT</b>                                                                                                                                                                                                                   |                               |                                          |                     |
|      | Site Inspections, identification of damaged areas, documentation of existing conditions and restoration needed. Staff and equipment to site to investigate & assess existing conditions; included limited removal for testing & investigations |                               |                                          |                     |
|      | TOTAL HOURS PER PHASE                                                                                                                                                                                                                          | 138                           |                                          |                     |
|      | TOTAL FEE PER PHASE                                                                                                                                                                                                                            | \$ 14,120                     |                                          |                     |
| 2    | <b>REPORT AND RECOMMENDATIONS</b>                                                                                                                                                                                                              |                               |                                          |                     |
|      | Code Analysis / Impact on Restoration                                                                                                                                                                                                          | \$ 4,360                      |                                          |                     |
|      | Prepare Cost Estimates                                                                                                                                                                                                                         | \$ 4,070                      |                                          |                     |
|      | Develop Report and Recommendations                                                                                                                                                                                                             | \$ 12,060                     |                                          |                     |
|      | Prepare and Present to City & HP Board                                                                                                                                                                                                         | \$ 1,240                      | [task removed - see additional services] |                     |
|      | TOTAL HOURS PER PHASE                                                                                                                                                                                                                          | 178                           |                                          |                     |
|      | TOTAL FEE PER PHASE                                                                                                                                                                                                                            | \$ 21,730                     |                                          |                     |
|      |                                                                                                                                                                                                                                                |                               | 316                                      | TOTAL PROJECT HOURS |
|      |                                                                                                                                                                                                                                                |                               | \$ 35,850                                | TOTAL LUMP SUM FEE  |
| 4    | <b>REIMBURSABLE EXPENSE ALLOWANCES</b>                                                                                                                                                                                                         | [Billed at actual cost + 10%] |                                          |                     |
|      | Mold Testing Consultant                                                                                                                                                                                                                        | \$ 5,500                      |                                          |                     |
|      | Roofing Testing                                                                                                                                                                                                                                | \$ 1,650                      |                                          |                     |
|      | TOTAL ALLOWANCE                                                                                                                                                                                                                                | 7,150                         |                                          |                     |



**CONTRACT AGREEMENT**

**BETWEEN**

**CITY OF OPA- LOCKA**

**AND**

**M.C. HARRY AND ASSOCIATES, INC.**

**FOR**

**ARCHITECTURAL AND ENGINEERING SERVICES TO COMPLETE THE  
REHABILITATION PROJECT OF THE HISTORIC OPA-LOCKA CITY HALL**



## AGREEMENT

THIS IS AN AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_ 2022, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter  
"CITY,"

And

M.C. HARRY AND ASSOCIATES, INC.

A licensed Company, authorized to do business in the State of Florida,  
hereinafter "CONSULTANT."

## WITNESSETH:

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

## ARTICLE 1

### PREAMBLE

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

- 1.1 CITY desires to complete ***the Historic City Hall Rehabilitation Project*** on an emergency basis and bypass the procurement code; and further desires to accept the fee proposal of M.C. Harry & Associates, Inc, the prime Architect and Engineer of record for this project, to provide architectural and engineering services to complete the rehabilitation of the Historic Opa-locka City Hall.

- 1.2 On **May 25, 2022**, the CITY awarded the CONTRACT and authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below. A copy of the Resolution is attached hereto and made a part hereof as Exhibit "A".

## ARTICLE 2

### SCOPE OF WORK

The consultant has completed her Phase 1 Consulting Services by providing to the City the Assessment Report of the conditions of the Historic Opa-locka City Hall, and is now proceeding to produce new construction documents to put the project out for BID to finish construction.

#### **Scope for Phase 2 New Construction Documents:**

Based on the Assessment Report that was provided by M.C. Harry and Associates in November 2021, the services will include the following:

- Documenting the completed existing scope from original project
- Documenting the scope that needs to be replaced (including broken windows, roofing, mechanical, electrical and structural items)
- Documenting the scope that is needed to complete the project to meet the city's requests, including updating the landscape and courtyard areas.
- Permitting – new set of documents (we are not responsible to close out open permits from past project)
- Bidding and Negotiations
- Construction Administration

#### **SUB-CONSULTANTS**

The below listed Sub-Consultants will assist in the performance of the Work. These are the same subconsultants for the permitted drawings.

| <b>Sub-Consultant Name</b> | <b>Specialty or Expertise</b>                     |
|----------------------------|---------------------------------------------------|
| Bliss & Nytray, Inc.       | Structural Engineering                            |
| SDM Consulting Engineers   | Mechanical, Electrical, Plumbing, Fire Protection |

### ARTICLE 3

#### TIME FOR COMPLETION

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement within fifteen (15) calendar days from the Notice to Proceed (NTP) and must complete within One Hundred Eighty (180) calendar days.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT.
- 3.3 Consultant's failure to perform the work specified in this Agreement may result in cancellation of the agreement with cause.

### ARTICLE 4

#### CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$123,750** for work to be completed with this phase in accordance with the "Proposal" submitted by CONSULTANT. Work completed by the CONSULTANT shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "B", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be not to exceed One Hundred twenty Three Thousand Seven hundred Fifty DOLLARS. The contract price includes fees for professional services, direct costs associated with permitting fees and printing for items submitted to the City, allowance for potential optional services (to be authorized by the city if needed) and shall also include all reimbursable expenses and all allowances.

### ARTICLE 5

#### METHOD OF PAYMENTS

- 5.1 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.

ARTICLE 6  
FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Consultant when (1) the Contract has been fully performed by the Consultant except for the Consultant's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a final Project Certificate for Payment has been issued by the Owner and 3) the Consultant has met all provisions of the reporting requirements of grants if the project is funded in whole or in part by grant money; such final payment shall be made by the Owner after the final Project Certificate for Payment be reviewed and approved by the State.

ARTICLE 7  
CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Any insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage shall include a minimum of:

- I. **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$100,000.00 each accident.
- II. **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the CITY against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of non-owned and hired motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property

Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

- III. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the CITY against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- (a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- (b) The CITY is to be specifically included as an Additional Insured for the liability of the CITY resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Project Agreement. CONSULTANT'S insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute to CONSULTANT'S insurance. CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- IV. **Professional Liability:** The CONSULTANT shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.00 with a deductible of \$25,000.00 per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the CITY, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The

CONSULTANT shall additionally notify the CITY, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$100,000.00 during the policy term.

V. **Certificate of Insurance:** Prior to the execution of this Agreement, CONSULTANT shall provide the CITY Manager with evidence of insurability from the Consultant's Insurance Carrier or a Certificate of Insurance. Prior to execution of any Project Agreement, the CONSULTANT shall provide to the CITY Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any Project Agreement and shall state that such insurance is as required by this and any Project Agreement. The CITY reserves the right to require the CONSULTANT to provide a certified copy of such policies, upon written request by the CITY. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY Manager.

VI. All deductibles or self-insured retentions must be declared to and be approved by the CITY Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The CITY Manager may require the CONSULTANT, as a condition of execution of a particular Project Agreement, to provide a bond or other monetary consideration to cover the CONSULTANT'S deductible for Professional Liability Insurance.

7.2 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

7.3 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to

complete this Agreement.

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

## ARTICLE 8

### CONSULTANT'S INDEMNIFICATION

- 8.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters and with the work being performed by Consultant to the extent caused by CONSULTANT's breach of contract or negligent acts, errors or omissions. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters provided the CITY has not breached its obligations hereunder.
- 8.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.
- 8.3 If a court of competent jurisdiction holds the City liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

## ARTICLE 9

### INDEPENDENT CONSULTANT

- 9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law and similar laws. The CONSULTANT shall retain

sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

#### ARTICLE 10

##### CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

PROJECT NAME

PROJECT DESCRIPTION

ESTIMATED PROJECT COST

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

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

#### ARTICLE 11

##### TERM AND TERMINATION/SUSPENSION

- 11.1 **For Cause:** This Agreement may be terminated by either party for cause, or the CITY for convenience, upon written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated (not due to the fault of the CITY), he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT



shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

- 11.2 **For Convenience:** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding sub-consultant(s) obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Subsection 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.
- 11.3 **Assignment upon Termination:** Upon termination of this Project Agreement, a copy of all of the CONSULTANT'S work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.
- 11.4 **Suspension for Convenience:** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to ninety (90) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.
- 11.5 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

## ARTICLE 12

### CONTRACT DOCUMENTS

- 12.1 CONSULTANT and CITY hereby agree that the following exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: This Agreement; CONSULTANT's proposal as set forth in Exhibit "B"; and Resolution# 22-\_\_\_\_\_ as set forth in Exhibit "A", or to this Agreement. The consultant will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost unless otherwise agreed to by the parties in writing.

## ARTICLE 13

### MISCELLANEOUS

13.1 Legal Representation:

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

13.2 Records:

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

13.3 Ownership of Documents:

Reports, surveys, plans, studies and other data provided in connection with this Agreement or proposed by consultant or any sub-consultant are and shall remain the property of City. Upon reasonable notice same shall be made available to representatives of Miami Dade County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

13.4 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.5 Notice:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

|              |                                                                                                                                      |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------|
| CITY:        | Darvin Williams, Interim City Manager<br>780 Fisherman Street, 4 <sup>th</sup> Floor<br>Opa-locka, Florida 33054                     |
| COPY TO:     | Burnadette Norris-Weeks, City Attorney<br>401 NW 7 <sup>th</sup> Avenue<br>Fort Lauderdale, Florida 33311                            |
| CONSULTANT : | Lourdes Solera, FAIA, President, Director<br>M.C. Harry and Associates, Inc.<br>2780 S.W. Douglas Road, Suite 302<br>Miami, FL 33133 |

13.6 Binding Authority:

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

13.7 Exhibits:

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

13.8 Headings:

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

13.9 Severability:

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

13.10 Governing Law:

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

13.11 Disputes:

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

13.12 Attorney's Fees:

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

13.13 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.14 Waiver:

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

13.15 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

13.16 Compliance with Miami-Dade County Regulations:

The parties hereto acknowledge and understand that the funding for this Contract is provided from grant funds provided to the City by Miami Dade County. As a result of said grant funding, the parties must adhere to certain regulations regarding as further documented herein regarding retention of records and funding.

13.17 E-Verify Form

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.

#### ARTICLE 14

##### NOTICE TO PROCEED

The Consultant and the engineer shall commence work within fifteen (15) calendar days from the date of the Notice to Proceed (NTP). No work shall begin without NTP.

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

**CITY OF OPA-LOCKA**

ATTEST:

\_\_\_\_\_  
Joanna Flores, CMC

City Clerk

BY: \_\_\_\_\_  
Darvin Williams

Interim City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Burnadette Norris-Weeks, P.A., City Attorney

**M.C. HARRY AND ASSOCIATES, INC.**

ATTEST:

\_\_\_\_\_  
Lourdes Solera, President  
(Print Name)

\_\_\_\_\_  
(Signature)

WITNESSES:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



## **Exhibit “A”**

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**RESOLUTION NO. 22-\_\_\_\_\_.**

## **Exhibit “B”**

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### **CONSULTANT’S PROPOSAL**

Architectural and Engineering Fee Proposal dated April 27, 2022 of M.C. Harry and Associates, Inc to produce new construction documents to finish the Rehabilitation Project of the Historic Opa-locka City Hall for the sum of One Hundred Twenty Three Thousand Seven Hundred Fifty Dollars (\$123,750.00).

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ATKINS NORTH AMERICA, INC. FOR AMERICAN RESCUE PLAN ACT (ARPA) FUNDING CONSULTING SERVICES PURSUANT TO RFQ NO. 22-0422100; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 23, 2022, the City of Opa-Locka ("City") published Request for Quotes (RFQ) 22-0422100 for American Rescue Plan Act (ARPA) Funding Consulting Services; and

**WHEREAS**, six (6) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on April 27, 2022; and

**WHEREAS**, the Evaluation Committee reviewed the proposals and subsequently selected Atkins North America, Inc. ("Contactor") as the most responsive responsible bidder; and

**WHEREAS**, the City Commission finds that acceptance of Atkins North America, Inc.'s proposal for American Rescue Plan Act (ARPA) Funding Consulting Services and entering into an agreement with Contractor is in the best interest of the City of Opa-Locka and its residents.

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

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

**SECTION 2.** The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Atkins North America, Inc. relating to Request for Quotes (RFQ) 22-0422100, to provide American Rescue Plan Act (ARPA) Funding Consulting Services, and authorizes the City Manager to enter into an agreement, in a form acceptable to the City Attorney.

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

**SECTION 3.** This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's 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

|                                                           |                                                                       |           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |                  |                               |           |
|-----------------------------------------------------------|-----------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------|-------------------------------|-----------|
| <b>Department Director:</b>                               |                                                                       |           | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                          |                                                                                                              |                  |                               |           |
| <b>City Manager:</b>                                      | Darvin Williams                                                       |           | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                  |                               |           |
| <b>Commission Meeting Date:</b>                           | 05.25.2022                                                            |           | <b>Item Type:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                   | <b>Resolution</b>                                                                                            | <b>Ordinance</b> | <b>Other</b>                  |           |
|                                                           |                                                                       |           |                                                                                                                                                                                                                                                                                                                                                | X                                                                                                            |                  |                               |           |
| <b>Fiscal Impact:</b><br><i>(Enter X in box)</i>          | <b>Yes</b>                                                            | <b>No</b> | <b>Ordinance Reading:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                           | <b>1<sup>st</sup> Reading</b>                                                                                |                  | <b>2<sup>nd</sup> Reading</b> |           |
|                                                           | X                                                                     |           | <b>Public Hearing:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                              | <b>Yes</b>                                                                                                   | <b>No</b>        | <b>Yes</b>                    | <b>No</b> |
|                                                           |                                                                       |           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              | X                |                               | X         |
| <b>Funding Source:</b><br><i>Account# :</i>               | <i>(Enter Fund &amp; Dept)</i><br>Ex:<br>See Financial Impact Section |           | <b>Advertising Requirement:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                     | <b>Yes</b>                                                                                                   |                  | <b>No</b>                     |           |
|                                                           |                                                                       |           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |                  | X                             |           |
| <b>Contract/P.O. Required:</b><br><i>(Enter X in box)</i> | <b>Yes</b>                                                            | <b>No</b> | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                  |                               |           |
|                                                           | X                                                                     |           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |                  |                               |           |
| <b>Strategic Plan Related</b><br><i>(Enter X in box)</i>  | <b>Yes</b>                                                            | <b>No</b> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><i>(list the specific objective/strategy this item will address)</i> |                  |                               |           |
|                                                           | X                                                                     |           |                                                                                                                                                                                                                                                                                                                                                |                                                                                                              |                  |                               |           |
| <b>Sponsor Name</b>                                       | City Manager                                                          |           | <b>Department:</b>                                                                                                                                                                                                                                                                                                                             | City Manager                                                                                                 |                  |                               |           |

## Short Title:

A resolution authorizing the City Manager to accept the proposal of Atkins North America, Inc. for the American Rescue Plan Act (ARPA) Consulting Services pursuant to RFQ No. 22-0422100 and further authorizing the City Manager to enter into an agreement with Atkins North America, Inc.

## Staff Summary:

Request for Quotes (RFQ) 22-0422100 was published on March 23, 2022 for ARPA Consulting Services. Six (6) companies submitted proposals/documents which were certified by the City Clerk on April 27, 2022.

The documents submitted by Emergen, Inc. did not include a proposal, therefore the company was disqualified. In addition, Crowe, LLP submitted a document with a letter which stated "Crowe did not respond to the RFP, as we did not feel our Firm was the best candidate to provide these services. Crowe does, however, provide a unique software product, the Crowe Grant Recipient Tracker, which we believe can be an excellent fit to assist the City with its diverse ARPA reporting requirements".

Based on the letter received from Crowe, LLP, this company was also disqualified.

The Evaluation Committee reviewed the proposals and subsequently selected Atkins North America, Inc. as the most responsive responsible bidder.

The proposals are listed in order from highest to lowest ranking based on Evaluation Committee scoring.

(1st)

Atkins North America, Inc. was ranked first. The company has been supporting emergency management at all levels of government for more than 30 years. The Atkins team was selected by the City of Miami to oversee more than \$137 Million Dollars in funding. They committed to provide the subject matter expertise across all scope areas for the City of Opa-locka if selected. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member.

(2nd)

Government Services Group, Inc. (GSG) was ranked second. For over ten years, the company have supported various recovery efforts for public sector clients, (ARPA, CARES, FEMA, American Reinvestment & Recovery Act, CDBG, SHIP, Economic Development, and Broadband), and have worked directly with public agencies for over 25 years. The company currently provide similar services in multiple municipalities. Based on the proposal submitted, the total estimated cost for services is \$459,210.

(3rd)

The Integrity Group was ranked third. For over eleven years, the company performed disaster recovery consulting services for Florida local and state entities with a strong focus on quality and fill compliance with all regulations. The proposal detailed work in CARES, ARPA, FEMA Public Assistance, HUD CDBG-DR and other federal and state funding and grant programs. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member.

(4th)

The Balmoral Group was ranked fourth. Since 2014, the company has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charges with implementing \$293 Million Dollars in funding from the Deepwater Horizon Settlement. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member.

**Financial Impact:** The City's APRA allocation is \$7,957,062, with half received last fall and the remainder to be received in the near future. Under ARPA terms these funds can be, and are, deposited in an interest-bearing bank account, increasing the total slightly. Atkins North America, Inc. proposed an hourly rate per staff member. During the Selection Committee Meeting the company verbally committed to a 5% cap of the total allocation, or approximately \$400,000, for which ARPA funds can be used.

### **Proposed Action:**

Staff recommends the City Commission approve the recommendation for Atkins North America, Inc. based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement with said company.

### **Attachment:**

RFQ No. 22-0422100

Bid Certification

Committee Evaluation Forms

Bid Proposals



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

Darvin Williams, JD, MBA, MPH  
Interim City Manager

Telephone (305) 953-2821  
Email: [dwilliams@opalockafl.gov](mailto:dwilliams@opalockafl.gov)

**To:** Mayor Veronica Williams  
Vice Mayor John H. Taylor, Jr.  
Commissioner Sherelean Bass  
Commissioner Chris Davis  
Commissioner Audrey Dominguez

**From:** Darvin Williams, Interim City Manager

**Date:** May 10, 2022

**Re:** Resolution: Committee Selection for ARPA Funding Consulting Services

---

**Request:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ATKINS NORTH AMERICA, INC. PURSUANT TO RFQ NO. 22-0422100; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE RESPONSIBLE BIDDER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

**Description:** ARPA Funding Consulting Services.

**Analysis:** Bid proposals were certified by the City Clerk on April 27, 2022. 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 six (6) companies submitted proposals/documents:

|                                                |
|------------------------------------------------|
| Government Services Group, Inc. (GSG)          |
| The Balmoral Group                             |
| The Integrity Group                            |
| Atkins North America, Inc.                     |
| Crowe LLP ( <i>No proposal submitted</i> )     |
| Emergen, Inc. ( <i>No proposal submitted</i> ) |



The evaluation committee met on May 9, 2022 to review proposals. Members of the evaluation committee included:

|                                                                               |
|-------------------------------------------------------------------------------|
| Robert Anathan, Budget Administrator - City of Opa-locka                      |
| Sandra Bridgeman, Acting Assistant Finance Director - Consultant TriMerge CPA |
| George Ellis, Assistant City Manager – City of Opa-locka                      |
| Gregory Gay, Community Development Director – City of Opa-locka               |
| Adelina Gross, CIP Manager - City of Opa-locka                                |

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

| Criterion                     | Weight |
|-------------------------------|--------|
| Experience and Qualifications | 25%    |
| Quality of Service            | 25%    |
| References                    | 25%    |
| Proposed Fee                  | 25%    |

Below you will find the selection committee evaluations that include scoring of the four (4) proposals. The proposals are listed in order from highest to lowest in ranking:

***Atkins North America, Inc.***

**(1<sup>st</sup>)**

| Name             | Rating      |
|------------------|-------------|
| Robert Anathan   | 5.00        |
| Sandra Bridgeman | 4.50        |
| George Ellis     | 3.25        |
| Gregory Gay      | 2.75        |
| Adelina Gross    | 3.50        |
| <b>TOTAL</b>     | <b>3.80</b> |

Atkins North America, Inc. was ranked first. The company has been supporting emergency management at all levels of government for more than 30 years. The Atkins team was selected by the City of Miami to oversee more than \$137 Million Dollars in funding. They committed to provide the subject matter expertise across all scope areas for the City of Opa-locka if selected. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member.

***Government Services Group, Inc.***

**(2<sup>nd</sup>)**

| Name             | Rating      |
|------------------|-------------|
| Robert Anathan   | 4.75        |
| Sandra Bridgeman | 4.25        |
| George Ellis     | 4.00        |
| Gregory Gay      | 2.50        |
| Adelina Gross    | 3.00        |
| <b>TOTAL</b>     | <b>3.70</b> |

Government Services Group, Inc. (GSG) was ranked second. For over ten years, the company have supported various recovery efforts for public sector clients, (ARPA, CARES, FEMA, American Reinvestment & Recovery Act, CDBG, SHIP, Economic Development, and Broadband), and have worked directly with public agencies for over 25 years. The company currently provide similar services in multiple municipalities. Based on the proposal submitted, the total estimated cost for services is \$459,210.

***The Integrity Group***

**(3<sup>rd</sup>)**

| Name             | Rating      |
|------------------|-------------|
| Robert Anathan   | 3.50        |
| Sandra Bridgeman | 4.25        |
| George Ellis     | 3.50        |
| Gregory Gay      | 3.25        |
| Adelina Gross    | 2.00        |
| <b>TOTAL</b>     | <b>3.30</b> |

The Integrity Group was ranked third. For over eleven years, the company performed disaster recovery consulting services for Florida local and state entities with a strong focus on quality and fill compliance with all regulations. The proposal detailed work in CARES, ARPA, FEMA Public Assistance, HUD CDBG-DR and other federal and state funding and grant programs. Based on the proposal submitted, the company proposed fees consisted of an hourly rate per staff member.

***The Balmoral Group***

**(4<sup>th</sup>)**

| Name             | Rating      |
|------------------|-------------|
| Robert Anathan   | 3.75        |
| Sandra Bridgeman | 4.00        |
| George Ellis     | 2.75        |
| Gregory Gay      | 3.00        |
| Adelina Gross    | 2.50        |
| <b>TOTAL</b>     | <b>3.20</b> |

The Balmoral Group was ranked fourth. Since 2014, the company has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charges with implementing \$293 Million Dollars in funding from the Deepwater Horizon Settlement. Based on the proposal submitted, the company proposed fee's consisting of an hourly rate per staff member.

**Recommendation(s):**

Staff recommends the City Commission approve the recommendation for Atkins North America, Inc. based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement



with said company.

**Attachments:**

Request for Quotes (RFQ) #22-0422100

Bid Certification

Committee Evaluation Forms

Bid Proposals

\*\*\* END OF MEMORANDUM\*\*\*

# EVALUATION MATRIX

## RFQ No. 22-0422100 ARPA Funding Consulting Services

**Firm Name:** Government Services Group, Inc. (GSG)

### Evaluation

| Reviewer Name:               |             | Robert Anathan |             | Sandra Bridgeman |             | George Ellis |             | Gregory Gay |             | Adelina Gross |             |
|------------------------------|-------------|----------------|-------------|------------------|-------------|--------------|-------------|-------------|-------------|---------------|-------------|
| Criterion                    | Weight      | Rating         | Score       | Rating           | Score       | Rating       | Score       | Rating      | Score       | Rating        | Score       |
| Experience and Qualification | 25%         | 5              | 1.25        | 5                | 1.25        | 4            | 1.00        | 3           | 0.75        | 3             | 0.75        |
| Quality of Service           | 25%         | 5              | 1.25        | 4                | 1.00        | 3            | 0.75        | 2           | 0.50        | 3             | 0.75        |
| References                   | 25%         | 5              | 1.25        | 5                | 1.25        | 5            | 1.25        | 3           | 0.75        | 3             | 0.75        |
| Proposed Fee                 | 25%         | 4              | 1.00        | 3                | 0.75        | 4            | 1.00        | 2           | 0.50        | 3             | 0.75        |
| <b>Total</b>                 | <b>100%</b> |                | <b>4.75</b> |                  | <b>4.25</b> |              | <b>4.00</b> |             | <b>2.50</b> |               | <b>3.00</b> |

**Firm Name:** The Balmoral Group

### Evaluation

| Reviewer Name:               |             | Robert Anathan |             | Sandra Bridgeman |             | George Ellis |             | Gregory Gay |             | Adelina Gross |             |
|------------------------------|-------------|----------------|-------------|------------------|-------------|--------------|-------------|-------------|-------------|---------------|-------------|
| Criterion                    | Weight      | Rating         | Score       | Rating           | Score       | Rating       | Score       | Rating      | Score       | Rating        | Score       |
| Experience and Qualification | 25%         | 4              | 1.00        | 4                | 1.00        | 4            | 1.00        | 3           | 0.75        | 2             | 0.50        |
| Quality of Service           | 25%         | 5              | 1.25        | 4                | 1.00        | 3            | 0.75        | 3           | 0.75        | 3             | 0.75        |
| References                   | 25%         | 2              | 0.50        | 4                | 1.00        | 2            | 0.50        | 2           | 0.50        | 2             | 0.50        |
| Proposed Fee                 | 25%         | 4              | 1.00        | 4                | 1.00        | 2            | 0.50        | 4           | 1.00        | 3             | 0.75        |
| <b>Total</b>                 | <b>100%</b> |                | <b>3.75</b> |                  | <b>4.00</b> |              | <b>2.75</b> |             | <b>3.00</b> |               | <b>2.50</b> |

**Firm Name:** The Integrity Group

### Evaluation

| Reviewer Name:               |             | Robert Anathan |             | Sandra Bridgeman |             | George Ellis |             | Gregory Gay |             | Adelina Gross |             |
|------------------------------|-------------|----------------|-------------|------------------|-------------|--------------|-------------|-------------|-------------|---------------|-------------|
| Criterion                    | Weight      | Rating         | Score       | Rating           | Score       | Rating       | Score       | Rating      | Score       | Rating        | Score       |
| Experience and Qualification | 25%         | 5              | 1.25        | 5                | 1.25        | 3            | 0.75        | 4           | 1.00        | 2             | 0.50        |
| Quality of Service           | 25%         | 5              | 1.25        | 4                | 1.00        | 4            | 1.00        | 3           | 0.75        | 2             | 0.50        |
| References                   | 25%         | 4              | 1.00        | 4                | 1.00        | 4            | 1.00        | 3           | 0.75        | 2             | 0.50        |
| Proposed Fee                 | 25%         | 2              | 0.50        | 4                | 1.00        | 3            | 0.75        | 3           | 0.75        | 2             | 0.50        |
| <b>Total</b>                 | <b>100%</b> |                | <b>4.00</b> |                  | <b>4.25</b> |              | <b>3.50</b> |             | <b>3.25</b> |               | <b>2.00</b> |

# EVALUATION MATRIX

## RFQ No. 22-0422100 ARPA Funding Consulting Services

**Firm Name:** **Atkins North America, Inc.**

### Evaluation

| Reviewer Name:               |             | Robert Anathan |             | Sandra Bridgeman |             | George Ellis |             | Gregory Gay |             | Adelina Gross |             |
|------------------------------|-------------|----------------|-------------|------------------|-------------|--------------|-------------|-------------|-------------|---------------|-------------|
| Criterion                    | Weight      | Rating         | Score       | Rating           | Score       | Rating       | Score       | Rating      | Score       | Rating        | Score       |
| Experience and Qualification | 25%         | 5              | 1.25        | 4                | 1.00        | 4            | 1.00        | 3           | 0.75        | 3             | 0.75        |
| Quality of Service           | 25%         | 5              | 1.25        | 5                | 1.25        | 4            | 1.00        | 3           | 0.75        | 4             | 1.00        |
| References                   | 25%         | 5              | 1.25        | 5                | 1.25        | 3            | 0.75        | 3           | 0.75        | 3             | 0.75        |
| Proposed Fee                 | 25%         | 5              | 1.25        | 4                | 1.00        | 2            | 0.50        | 2           | 0.50        | 4             | 1.00        |
| <b>Total</b>                 | <b>100%</b> |                | <b>5.00</b> |                  | <b>4.50</b> |              | <b>3.25</b> |             | <b>2.75</b> |               | <b>3.50</b> |

## FIRM SELECTED

### Reviewer:

|                       | Government Services Group, Inc. (GSG) | The Balmoral Group | The Integrity Group | Atkins North America, Inc. |
|-----------------------|---------------------------------------|--------------------|---------------------|----------------------------|
| Robert Anathan        | 4.75                                  | 3.75               | 3.50                | 5.00                       |
| Sandra Bridgeman      | 4.25                                  | 4.00               | 4.25                | 4.50                       |
| George Ellis          | 4.00                                  | 2.75               | 3.50                | 3.25                       |
| Gregory Gay           | 2.50                                  | 3.00               | 3.25                | 2.75                       |
| Adelina Gross         | 3.00                                  | 2.50               | 2.00                | 3.50                       |
| <b>AVERAGE RATING</b> | <b>3.70</b>                           | <b>3.20</b>        | <b>3.30</b>         | <b>3.80</b>                |

# City of Opa-locka



**RFQ NO: 22-0422100**

**REQUEST FOR QUOTES (RFQ)**

**ARPA FUNDING CONSULTING SERVICES**

**STATE TERM CONTRACT 801015500-20-1**

**FOR**

**MANAGEMENT CONSULTING SERVICES**

**OR**

**STATE TERM CONTRACT 84111600-20-1**

**FOR**

**FINANCIAL AND PERFORMANCE AUDITS**



**CITY OF OPA-LOCKA**  
**ARPA FUNDING CONSULTING SERVICES**

**RFQ NO. 22-0422100**

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CITY OF OPA-LOCKA  
REQUEST FOR QUOTE  
RFQ NO: 22-0422100  
**ARPA Funding Consulting Services**

Sealed Proposals for ARPA Funding Consulting Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4<sup>th</sup> Floor, Opa-locka, Florida 33054, **Friday, April 22, 2022 by 1:00 p.m.** Any RFQ Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://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, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

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

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](http://www.opalockafl.gov) or [www.demandstar.com](http://www.demandstar.com).

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFQ NO: 22-0422100** 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 **Tuesday, April 5, 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/86866794565?pwd=UkdrYzVySVNHR1o2bmxQdkNpcWJaUT09>

Meeting ID: 868 6679 4565

Passcode: 736545

One tap mobile

+16465588656,,86866794565#,,,,\*736545# US (New York)

+13017158592,,86866794565#,,,,\*736545# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Find your local number: <https://us02web.zoom.us/j/kdJlG87Yzi>

City Clerk  
Joanna Flores, CMC



## CITY OF OPA-LOCKA

RFQ NO. 22-0422100

### ARPA FUNDING CONSULTING SERVICES

#### PART I

#### PROPOSAL GUIDELINES

**1-1. Introduction:** The City of Opa-locka requests quotes proposals from qualified firms of Management Consultants, Public Accountants and/or Accountants to perform general accounting services in accordance with the provisions set forth in this REQUEST FOR QUOTES in accordance with the terms and provisions with the State of Florida Department of Management Services State Term Contract 80101500-20-1 (For Management Consulting Services) or the State of Florida Department of Management Services State Term Contract 84111600-20-1 (For Financial and Performance Audits).

**1-2. Proposal Submission and Withdrawal:** The City of Opa-locka will be accepting proposals by mail. However, it is the Proposer's responsibility to submit their proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The City must receive all proposals by 1:00 p.m. on Friday, April 22, 2022. The address to submit sealed proposals is:

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

To facilitate processing, the outside of the proposal package should be clearly marked as follows: **RFQ NO. 22-0422100 – ARPA Funding Consulting Services**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 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, 4<sup>th</sup> 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.

**1-3. Number of Copies:** Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on a Flash Drive in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, U.S. 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 QUOTES. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

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

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

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

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

The Proposer understands that this RFQ does not constitute an Offer or an Agreement with the Proposer. An Offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed and ultimately accepted by the City Commission.

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

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

**1-9. 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 RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

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

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

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

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

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

person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFQ proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

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

**1-20. Public Records:** The documents submitted in response to this REQUEST FOR QUOTES become a public record, upon submission to the City, subject to mandatory disclosure upon request by any person unless the documents are exempted from public disclosure. The City is a public agency subject to Chapter 119, Florida Statutes. If the City receives a request for inspection or copying of any such documents, it will promptly notify the person submitting the documents to the City. The City assumes no contractual obligation to enforce any exemption on behalf of a respondent to this RFQ.

## **PART II**

### **NATURE OF SERVICES REQUIRED**

#### **2-1 PURPOSE AND SCOPE OF WORK**

The City of Opa-locka, FL has been awarded \$7,957,062 in conjunction with the American Rescue Plan Act (ARPA) and is seeking consultancy services to ensure full compliance with U.S. Department of Treasury Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) Final Rule and all other Federal, State, County, and other agency requirements, as follows:

1. Ensure any infrastructure project the City is considering undertaking in conjunction with ARPA is fully eligible for ARPA reimbursement.
2. Develop recommendations for programs in the (1) Public Health & Economic Responses and (2) Premium Pay for Essential Workers sections of ARPA to benefit the community.
3. Oversee all procurement undertaken in conjunction with ARPA projects to ensure it is executed in full compliance with applicable regulations and federal guidelines.
4. Identify alternate sources of funding to leverage ARPA funds and the availability for ARPA funds to be utilized as part of any matching requirements.
5. Conduct City Commission ARPA workshops to facilitate Commission selection of the optimal mix of ARPA projects best addressing City needs.
6. When appropriate, work with external agencies having ARPA oversight responsibilities to ensure City always remains compliant with all ARPA requirements.
7. Assist City in completing the appropriate documentation required for Federal grant funding and the submission of all eligible expenditures to the appropriate agencies within required deadlines.
8. Provide assistance in identifying and ensuring that all eligible expenses have been quantified and presented for reimbursement; and that meet Treasury guidelines
9. Assist in tracking all documentation submitted to all relevant agencies.
10. Maintain records of all documentation provided by the City submitted to any agency for reimbursement.
11. Assist the City in organizing, reviewing, evaluating, auditing, and tracking requests for CSLFRF reimbursement. Reconcile City invoices with City CSLFRF reports. Evaluate timesheets for eligibility and audit timesheets against payroll records. Assist in the preparation of final submission for the U.S. Inspector General review.
12. Assist in development of closeout strategies and procedures and assist City in their implementation.
13. Assist with responding to any request for audit information by any agency and the preparation of responses.
14. Use generally recognized accounting principles in carrying out any services according to the contract.
15. Provide City with monthly and final reports summarizing the total reimbursement requested, total expenditure by Project Worksheet and any exceptional circumstances.
16. Provide technical assistance with the development, promotion, and maintenance of a web-based portal to provide public information regarding the status of ARPA project implementation.

17. Provide technical assistance with the development, promotion, and maintenance of a secure web-based portal to collect sub-recipient information and documentation to substantiate their requests for reimbursement under CSLRFR.
18. Timely submittal of required period and comprehensive reporting; with monthly status update reporting on ARPA projects to the City Manager, or as needed.
19. Work with City external auditors in the completion of City Single Audit Reports to develop the Schedule of Federal Expenditures associated with SCLRFR for the fiscal year audits.
20. Timely provide monthly detailed billing statements regarding hours expended by project and cost incurred in providing these consultancy services.

#### **ADDITIONAL SERVICES**

1. Other services as needed.
2. Provide miscellaneous services not otherwise described which City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by City.

## **2-2 PROPOSER QUALIFICATIONS**

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

- A detailed description of the firm including address, telephone number License Classification with number and date of expiration, applicable License status, and banking and credit references.
- Briefly describe the educational background and professional experience in a resume format of the firm owners, supervisors and key employees.
- List similar contracts for consultancy services held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by the City who is knowledgeable about your work. List telephone numbers for these individuals.
- This contract will be awarded only to responsible Proposers qualified by experience to do the work specified herein who are included as qualified firms within the State of Florida DMS Contract #80101500-20-1 (Management Consulting Services) or Contract #84111600-20-1 (Financial and Performance Audits). The Proposer shall submit satisfactory evidence of experience in like work and that they are fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City.
- Company shall have been in continuous service and incorporated in the State of Florida for a minimum of three (3) years.
- Company must be fully licensed with all required State and/or Local government licenses and permits.
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

## **2-3 TERM OF CONTRACT**

The term of the contract shall be from the date of the last signature on this contract through February 29, 2024, unless terminated earlier in accordance with the incorporated Special Contract Conditions, and subject to renewal upon mutual written agreement by both Parties through February 28, 2027 pursuant to the incorporated Special Contract Conditions.

## **PART III**

### **PROPOSAL REQUIREMENTS**

#### **3-1 RULES FOR PROPOSALS**

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

#### **3-2 SUBMISSION OF PROPOSALS**

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's REQUEST FOR QUOTES.

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 a subsidiary, 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 the proposal to fulfill the requirements of the scope of services listed in section 2.1 of this RFQ. Description should include each task and the resources required to be responsive to this RFQ.

### 3.2.6 Tab 5 – Experience and Qualifications (Personnel History and Experience)

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

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-1, Scope of Services.

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

### 3.2.7 Tab 6 – Schedule

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

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

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

### 3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, hourly fee as related to each task by category of consultant, e.g., Principal, Senior Consultant, etc.

### 3.2.9 Tab 8 – References (Past Performance and Experience)

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

### 3.2.10 Tab 9 – Additional Forms

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

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

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

## PART IV

### EVALUATION OF PROPOSALS

#### 4-1 SELECTION COMMITTEE

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

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

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the Solicitation. A responsive proposal is one that follows the requirements of this Solicitation, including all documents being 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 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 presentations 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 Proposers. The Proposer's presentation may clarify but may not modify their submitted proposal. Any discussion between the Proposers and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

| Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Experience and Qualifications of professional personnel assigned to project</b> <ol style="list-style-type: none"><li>1. Expertise in public, private and/or non-profit sectors.</li><li>2. Qualifications &amp; experience of the firm.</li><li>3. Availability of qualified personnel.</li><li>4. Ability to meet set standards and timelines.</li><li>5. Previous contracting experience with the other public, private and/or non-profit agencies.</li><li>6. Financial resources and capabilities by demonstrating financial solvency.</li><li>7. Evidence of insurance and/or bonding capacity.</li><li>8. Location of local office.</li></ol> | 25     |
| <b>Quality of Services / Technical Approach to the Scope of Work</b> <ol style="list-style-type: none"><li>1. High-quality level of services to be provided to the City.</li><li>2. Understanding of City needs.</li><li>3. Ability to convey a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully.</li><li>4. Conveyance of a willingness to work with City staff to maximize resources.</li></ol>                                                                                                                                                                                                      | 25     |



|                                                                                                                      |     |
|----------------------------------------------------------------------------------------------------------------------|-----|
| 5. Technical soundness of the proposal.<br>6. Applicability of the service offered.                                  |     |
| <b>References</b><br>1. Performances of similar services for governmental clients including at least two references. | 25  |
| <b>Proposed Fee</b><br>1. Pricing Structure<br>2. Fee Schedule/Cost Proposal<br>3. Any other additional costs        | 25  |
| <b>TOTAL</b>                                                                                                         | 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, in its judgment, the best proposal as submitted, without discussion or negotiation.

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

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

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

#### **4-4 FINAL SELECTION**

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

#### **4-5 AWARD AND CONTRACT EXECUTION**

After review by the Selection Committee of the proposals and oral presentations, a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first-ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first-ranked

firm and will commence contract negotiations with the next-ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



ARPA FUNDING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, for purposes of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt 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 Proposer has supplied services meeting the requirements of the City of Opa-locka specification, during the last thirty-six months.

9. A copy of County and/or Municipal Business Tax Receipts

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



**RFQ NO: 22-0422100**  
**PRICE PROPOSAL FORM**

1. Provide the hourly rate of each category of Proposer's staff to be engaged in this project.

## 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 proposal, 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  
RFQ NO. 22-0422100**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

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

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

This Certification is submitted by \_\_\_\_\_ the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position) (Company)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



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

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title





## NON-DISCRIMINATION AFFIDAVIT

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Florida County of \_\_\_\_\_

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarizations

this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_

Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



## **E-VERIFY**

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

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

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



## **E-VERIFY FORM**

### Definitions:

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

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

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

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

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

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ARPA FUNDING CONSULTING SERVICES

RFQ#22-0422100

### ADDENDUM-01

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Please see responses to all questions asked to date:

1. Per Section 3.2.5 the Project Approach asks for a “description of each task and resources required to be responsive to the RFQ”. It is understood that the scope of work should be addressed in the approach but can the City please clarify what is meant by resources? Is this staffing? Will referencing the staff and organizational charts in other sections be sufficient?

**Availability of qualified staff and access to whatever tools and information necessary to complete a task.**

2. Section 3.2.9 ask for References to be included at Tab 8. These are also requested in the Qualifications form to be submitted in the forms at Tab 9 (as shown in the snip below). May we state that references are included in a prior section in response to the Qualifications form?

**Since it appears to be duplicative information, seems to be a reasonable request. The City accepts the request.**

3. Section 3.2.8, Tab 7 is pricing. Is it necessary to use the format included in the RFQ (as shown in the snip below) or may we use our own formatted table as long as an all-inclusive rate is included for each labor category?

**It should be in the requested format for evaluation purposes.**



RFQ NO: 22-0422100

#### PRICE PROPOSAL FORM

1. Provide the hourly rate of each category of Proposer’s staff to be engaged in this project.



**CITY OF OPA-LOCKA  
CERTIFICATION**

**REQUEST FOR QUOTES (RFQ)  
RFQ NO. 22-0422100  
ARPA FUNDING CONSULTING SERVICES  
STATE TERM CONTRACT 801015500-20-1 FOR  
MANAGEMENT CONSULTING SERVICES  
OR  
STATE TERM CONTRACT 84111600-20-1 FOR  
FINANCIAL AND PERFORMANCE AUDITS**

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4<sup>th</sup> Floor, Opa-locka, Florida, at 1:25 p.m. this 22<sup>nd</sup> day of April, 2022.

**PROPOSAL(S) RECEIVED**

**NAME/ADDRESS**

1. Government Services Group, Inc. (GSG)  
280 Wekiva Springs Rd, Suite 2070  
Longwood, FL 32779  
Contact: David G. Johosky, Senior Vice President  
Tele: 407.629.6900  
Fax: 407.629.6968  
Email: [David.jahosky@anseradvisory.com](mailto:David.jahosky@anseradvisory.com)
2. The Balmoral Group  
165 Lincoln Avenue  
Winter Park, FL 32789  
Contact: Valerie Seidel, President  
Tele: 407.629.2185 Ext. 104
3. The Integrity Group  
2120 Killarney Way  
Tallahassee, FL 32309  
Contact: Gary Yates, Senior Partner  
Tele: 850.739.3600  
Email: [gary.yates@theintegritygroup.net](mailto:gary.yates@theintegritygroup.net)
4. Crowe LLP  
225 West Wacker Drive, Suite 2600  
Chicago, IL 60606  
Contact: Robert S. Dobis, Partner  
Tele: 630.586.5252  
Email: [bob.dobis@crowe.com](mailto:bob.dobis@crowe.com)

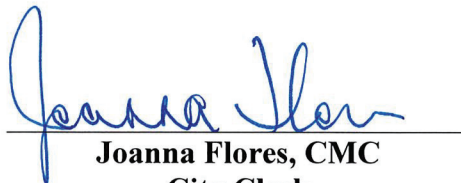
5. **Emergen, Inc.**  
245 San Marcos Avenue  
Sanford, FL 32773  
Contact: Cedric Maddox, CEO  
**Incomplete – no proposal submitted, only forms**
6. **Atkins North America, Inc.**  
800 Waterford Way, Suite 700  
Miami, FL 33126  
Contact: Ruben Hernandez Gregorat, Vice President  
Tele: 305.514.3233  
Email: [ruben.hernandezgregorat@atkinsglobal.com](mailto:ruben.hernandezgregorat@atkinsglobal.com)

Please note that the proposals from Government Services Group, Inc., The Balmoral Group, The Integrity Group, Crowe LLP and Emergen, Inc. were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on April 22, 2022.

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



Sha'mecca Lawson  
Assistant City Manager  
City of Opa-locka



Joanna Flores, CMC  
City Clerk



## EVALUATION FORM

RFQ No. 22-0422100  
ARPA Funding Consulting Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: R. AnathonDate: 5-9-22Signature: R. AnathonFirm Name: GSC

## Evaluation

## Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 5      |
| Quality of Service            | 5      |
| References                    | 5      |
| Proposed Fee                  | 4      |

Based on reviewing their proposals  
for one hour. Generally qualified  
to provide good service

Firm Name: Balmoral

## Evaluation

## Notes:

| Criterion                     | Rating           |
|-------------------------------|------------------|
| Experience and Qualifications | 4                |
| Quality of Service            | 5                |
| References                    | 2                |
| Proposed Fee                  | <del>4</del> 4.5 |

Based on 1 hr review of proposal  
Less ARPA ~~experience~~ experience  
than others

Firm Name: Integrity

## Evaluation

## Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 5      |
| Quality of Service            | 5      |
| References                    | 4.5    |
| Proposed Fee                  | 5.2    |

Based on 1 hr review of proposal  
Good skills

Cap at 10%.

## EVALUATION FORM

**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

R. Anathan

Date:

5-9-22

Signature:

R. Anathan

Firm Name:

ATKINS

Evaluation

Notes:

Criterion

Rating

|                               |     |
|-------------------------------|-----|
| Experience and Qualifications | 5   |
| Quality of Service            | 5   |
| References                    | 5   |
| Proposed Fee                  | 4.5 |

(20)Based on extensive review of proposal.← Capped at 5%

Firm Name:

Evaluation

Notes:

Criterion

Rating

|                               |  |
|-------------------------------|--|
| Experience and Qualifications |  |
| Quality of Service            |  |
| References                    |  |
| Proposed Fee                  |  |

Firm Name:

Evaluation

Notes:

Criterion

Rating

|                               |  |
|-------------------------------|--|
| Experience and Qualifications |  |
| Quality of Service            |  |
| References                    |  |
| Proposed Fee                  |  |



## EVALUATION FORM

RFQ No. 22-0422100  
ARPA Funding Consulting Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Sandra Bridgeman

Date:

5/9/22

Signature:

[Signature]

Firm Name:

Government Services Group (GSG)

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 5      |
| Quality of Service            | 4      |
| References                    | 5      |
| Proposed Fee                  | 3      |

Response to scope was good.  
 Extensive experience  
 Good  
 " "  
 the one firm that attempted to price on hours & rates

Firm Name:

Balmora

Evaluation

Notes:

| Criterion                     | Rating          |
|-------------------------------|-----------------|
| Experience and Qualifications | 4               |
| Quality of Service            | 4               |
| References                    | 4               |
| Proposed Fee                  | 4 <sup>th</sup> |

Response to scope was adequate  
 Good experience  
 Adequate

Firm Name:

Crowe — N/A No proposal

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | N/A    |
| Quality of Service            | N/A    |
| References                    | N/A    |
| Proposed Fee                  | N/A    |

DA 1 AL 7

## EVALUATION FORM

RFQ No. 22-0422100  
ARPA Funding Consulting Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Sandra Bridgeman

Date:

5/9/22

Signature:

Sandra

Firm Name:

ATILINS

Evaluation

Notes:

| Criterion                     | Rating   |
|-------------------------------|----------|
| Experience and Qualifications | <u>4</u> |
| Quality of Service            | <u>5</u> |
| References                    | <u>5</u> |
| Proposed Fee                  | <u>4</u> |

Capacity great! Experienced  
Seems organized Flexible - Portal - Dashboard & KPIs  
Large organizations they served  
NOT to exceed 5% of total

Firm Name:

The Integrity Group

Evaluation

Notes:

| Criterion                     | Rating   |
|-------------------------------|----------|
| Experience and Qualifications | <u>5</u> |
| Quality of Service            | <u>4</u> |
| References                    | <u>4</u> |
| Proposed Fee                  | <u>4</u> |

Response to scope was good  
lots of experience with community programs  
Many community program Refs. 1 or 2 ARPA  
low rates but not to exceed 10% of total

Firm Name:

EMERGEN

Evaluation

Notes:

| Criterion                     | Rating     |
|-------------------------------|------------|
| Experience and Qualifications | <u>N/A</u> |
| Quality of Service            | <u>N/A</u> |
| References                    | <u>N/A</u> |
| Proposed Fee                  | <u>N/A</u> |

ARPA 2 of 2

## EVALUATION FORM

**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

GEORGE E. ELUS JR.

Date:

Signature:

[Signature]

Firm Name:

QSG

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 4      |
| Quality of Service            | 3      |
| References                    | 5      |
| Proposed Fee                  | 4      |

STRONG 100

Firm Name:

THE BIRMINGHAM GROUP

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 4      |
| Quality of Service            | 3      |
| References                    | 2      |
| Proposed Fee                  | 2      |

Firm Name:

THE INTEGRITY GROUP

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 3      |
| Quality of Service            | 4      |
| References                    | 4      |
| Proposed Fee                  | 3      |

DISKBOARD

CURRENTLY OPERATING IN SEVERAL CITIES SIMILAR TO  
OPN - LOCKER

## EVALUATION FORM

**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

GEORGE E. ELUSIN

Date:

Signature:

G.E. Elusin

Firm Name:

ATKINS

Evaluation

Notes:

Criterion

Rating

|                               |   |
|-------------------------------|---|
| Experience and Qualifications | 4 |
| Quality of Service            | 4 |
| References                    | 3 |
| Proposed Fee                  | 2 |

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Firm Name:

Evaluation

Notes:

Criterion

Rating

|                               |  |
|-------------------------------|--|
| Experience and Qualifications |  |
| Quality of Service            |  |
| References                    |  |
| Proposed Fee                  |  |

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Firm Name:

Evaluation

Notes:

Criterion

Rating

|                               |  |
|-------------------------------|--|
| Experience and Qualifications |  |
| Quality of Service            |  |
| References                    |  |
| Proposed Fee                  |  |

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## EVALUATION FORM

**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Gregory Gay

Date:

5/9/2022

Signature:

[Signature]

Firm Name:

Government Services Group

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 3      |
| Quality of Service            | 2      |
| References                    | 3      |
| Proposed Fee                  | 2      |

N/S  
VERY EXPERIENCED / REFERENCES TO OTHER RFQ  
GOD REFERENCES  
MOST EXPENSIVE

Firm Name:

BALMORAL GROUP

Evaluation

Notes:

| Criterion                     | Rating         |
|-------------------------------|----------------|
| Experience and Qualifications | <del>3</del> 3 |
| Quality of Service            | 3              |
| References                    | 2              |
| Proposed Fee                  | 1              |

WINTER PARK FL  
N/S  
LOWEST RATE

Firm Name:

INTERUNITY GROUP

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 4      |
| Quality of Service            | 3      |
| References                    | 3      |
| Proposed Fee                  | 3      |

TAMAHASSEE FIRM / MARC GLOVER LOCAL REP  
4-5 MUNICIPALITIES ARE BEING MANAGED  
POTENTIAL ACROSS IN PREP FOR NEAR DIGITAL CITIZENS  
MODERATE RATE

## EVALUATION FORM

**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Gregory Gay

Date:

5/9/2022

Signature:

[Signature]

Firm Name:

ATLAS NORTH AMERICA

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 3      |
| Quality of Service            | 3      |
| References                    | 3      |
| Proposed Fee                  | 2      |

LOCAL OFFICE 3 REFS on callMULTIPLE REFERENCE - CITY OF MIAMI HIGHLIGHT  
MODERATELY HIGH RISK

Firm Name:

CROWIE

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications |        |
| Quality of Service            |        |
| References                    |        |
| Proposed Fee                  |        |

SOFTWARE FACT SHEET 1 Ref on call  
NO PROPOSAL PROVIDED

Firm Name:

EMERGENCY

Evaluation

Notes:

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications |        |
| Quality of Service            |        |
| References                    |        |
| Proposed Fee                  |        |

NO PROPOSAL PROVIDED

**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Adeline Gross

Date:

03/09/22

Signature:

Adeline Gross

Firm Name:

QSG

Evaluation

Notes:

| Criterion                     | Rating   |
|-------------------------------|----------|
| Experience and Qualifications | <u>3</u> |
| Quality of Service            | <u>3</u> |
| References                    | <u>3</u> |
| Proposed Fee                  | <u>3</u> |

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Firm Name:

Balmoral

Evaluation

Notes:

| Criterion                     | Rating   |
|-------------------------------|----------|
| Experience and Qualifications | <u>2</u> |
| Quality of Service            | <u>3</u> |
| References                    | <u>2</u> |
| Proposed Fee                  | <u>3</u> |

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Firm Name:

Integrity Group

Evaluation

Notes:

| Criterion                     | Rating   |
|-------------------------------|----------|
| Experience and Qualifications | <u>2</u> |
| Quality of Service            | <u>2</u> |
| References                    | <u>2</u> |
| Proposed Fee                  | <u>2</u> |

Vendor has offered to cap their services at 10% of grant total

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**RFQ No. 22-0422100**  
**ARPA Funding Consulting Services**

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Adrian Gross

Date:

05/09/22

Signature:

Adrian Gross

Firm Name:

Atkins

Evaluation

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 3      |
| Quality of Service            | 4      |
| References                    | 3      |
| Proposed Fee                  | 4      |

Notes:

Public Meetings and Physical Promotional  
Items offered to keep the public informed  
5% not to exceed

Firm Name:

Crowe

Evaluation

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications | 0      |
| Quality of Service            | 0      |
| References                    | 0      |
| Proposed Fee                  | 0      |

Notes:

Software information only. Non-responsive to  
RFP terms and Requirements

Firm Name:

Evaluation

| Criterion                     | Rating |
|-------------------------------|--------|
| Experience and Qualifications |        |
| Quality of Service            |        |
| References                    |        |
| Proposed Fee                  |        |

Notes:





GOVERNMENT SERVICES GROUP, INC.  
An Anser Advisory Company

## City of Opa-locka, Florida RFQ # 22-0422100

**ARPA Funding Consulting Services  
State Term Contract 80101550-20-1  
For Management Consulting Services  
April 22, 2022**

Submitted by:  
David G. Jahosky, Senior Vice President  
Government Services Group, Inc.  
280 Wekiva Springs Rd, Suite 2070,  
Longwood, FL 32779  
T 407.629.6900 | F 407.629.6968

OPA-LOCKA  
CITY HALL

# Tab 1 – Table of Contents

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## Tab 2 – Letter of Transmittal

April 22, 2022

The City of Opa-Locka  
Department of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, FL 33053

**RE: Request for Quotes – ARPA Funding Consulting Services – RFQ # 22-0422100**

### 3.2.3.2

To the Selection Committee,

GSG is pleased to submit our response to the the City of Opa-Locka, Florida (the City) Request for Proposal for *Consulting Services for ARPA Funds* (RFQ). We have brought together a team of highly experienced and seasoned professionals that bring strategy and management consulting services to clients like the City, and best leverage this significant opportunity to affect meaningful short-term recovery outcomes as well as long-term growth. In our response to the RFQ, we have demonstrated our Team's capabilities, capacity, and hands-on relevant experience to provide meaningful and value-added services to the City. Acknowledgment: GSG acknowledges it has reviewed the proposal schedule and deadlines, located on the solicitation cover page.

Through the successful delivery of comparable projects for over 25 years, we have demonstrated our collaborative approach to client services and desire to exceed your expectations. For over ten years, we have supported various recovery efforts for public sector clients (ARPA, CARES, FEMA, American Reinvestment & Recovery Act, CDBG, SHIP, Economic Development, and Broadband), and have worked directly with public agencies for over 25 years. Our approach to ARPA builds upon the City's progress to date. It melds the City's critical aspects of compliance and program management along with a targeted approach to stakeholder engagement, needs assessment, including eligibility review, proactive planning regarding ARPA expenditures, and disbursement of funds. We will also help to augment and support the City staff through the administrative burden of managing the City's ARPA program. We are currently assisting over 30 local governments with similar work requested by the City and assisting in administering over \$400 million in ARPA funding.

We will "hit the ground running" and do not require "learn as we go." We will leverage our current ARPA tools, templates, as well as our experience administering over \$100 million in CARES Act funding. We will bring these experiences to serve the City of Opa-Locka. Having successfully delivered these services across disaster relief, grant management, program management, auditing, compliance advisory, and programming for capital and social programs, we are ready to start immediately and positively impact the City's strategy of maximizing the benefits of the ARPA while minimizing the risks of federal claw backs.

We believe the relevant experience in our response aligns with the City's services. Along with our current ARPA experience, our recent CARES Act, and other projects funded via federal dollars, we have overseen and delivered billions of dollars' worth of capital projects and financial compliance services. We understand the imperatives around federal programs to ensure compliance from project initiation through closeout and audit, the nuance of working with public infrastructure and social programs, and how those projects can be best set up for success. We would be proud to serve the City and these critical community investments.

**City of Opa-locka, Florida**

*ARPA Funding Consulting Services*  
*RFQ No. 22-0422100*

In our proposal, we have highlighted a few of our proposed Team's prior accomplishments, including:

1. The development and grants management assistance of ARPA Needs Assessment Reports, identification of spending priorities by U.S. Treasury expense category, geographic/census tract area, as well as alignment of project specifications to locally adopted improvement programs;
2. Grants management of CARES Act program funding to 10 counties from June 2020 to February 2021;
3. Recommendation and assistance in implementing program enhancements, program staffing needs, or service alternatives;
4. Helping hundreds of government policymakers and managers with improving their respective agency's management, organizational structure, and operations;
5. Experience servicing government clients and provided executive leadership with objectivity and knowledgeable insights to make informed decisions; and
6. Over 100 years of collective Team experience, specifically providing grant management, project administration, grant optimization, and revenue maximization studies. We have worked with over 200 local government clients nationally and managed over many billion dollars' of capital improvement plans.

At our core, we are a diverse team comprised of accounting professionals, grant managers, project managers, pre-construction advisors, engineers, architects, and other specialist subject matter experts. We each individually and collectively are experts in supporting public clients, navigating competing interests within project environments, and driving productive efforts towards the strategic goals of and for our clients. This means that administrative and management services delivered by the Team are equally attuned to the needs of the City.

Our mission is to provide high-quality services to help the communities we live in to utilize the American Rescue Plan to deliver benefits to the community; it is why we refer to our deliverable as the "prosperity plan." We sincerely appreciate your consideration, and we look forward to furthering this initiative with you. Should you have any questions or concerns, please do not hesitate to contact me at 407.383.9642 or email at david.jahosky@anseradvisory.com.

### 3.2.3.3

#### **David G. Jahosky**

*Sr. Vice President and National ARPA Leader* | Government Services Group, Inc.  
280 Wekiva Springs Rd, Suite 2070, Longwood, FL 32779  
407.383.9642  
david.jahosky@anseradvisory.com

### 3.2.3.4



## Tab 3 – General Information

| Subsection | Requested Information                                      | Response                                                                                                    |
|------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 3.2.4.1    | Firm Name                                                  | Government Services Group, Inc. (GSG)                                                                       |
| 3.2.4.2    | Office Location                                            | 280 Wekiva Springs Rd, Suite 2070, Longwood, FL 32779<br>407-629-6900                                       |
| 3.2.4.3    | Contact Information (If different than identified officer) | N/A                                                                                                         |
| 3.2.4.4    | Business Hours                                             | Monday-Friday 8 AM-5 PM                                                                                     |
| 3.2.4.5    | Legal Status                                               | GSG is a corporation under the laws of the State of Florida.                                                |
| 3.2.4.6    | Date of Firm Incorporation                                 | Dec 31, 1996<br>Tallahassee, Florida                                                                        |
| 3.2.4.7    | Work Location                                              | Work for this project will be performed out of our Longwood and Tallahassee offices, totaling 61 employees. |
| 3.2.4.8    | Parent/Subsidiary Status                                   | GSG is a wholly owned subsidiary of Anser Advisory, LLC                                                     |
| 3.2.4.9    | Company Licenses                                           | GSG is authorized to perform work in the State of Florida (See attached license)                            |

## Tab 4 – Project Approach

We understand that the City of Opa-Locka is seeking to obtain services from a firm experienced in federal funding. With approximately \$8 million of ARPA allocation to the City, we recognize the importance of transparency and thoroughness throughout this process. Our team is here to provide top-tier compliance, federal funding, and grant administration services for the City's ARP allocation for compliance, administration, and programs. A successful project entails having the right staff – right when you need them. We are proud of the accomplishments our team has provided our clients, and we are confident that we can successfully deliver the services requested by the City.

This Team will assist the City in managing its ARPA expenditures associated with the program. Our Team can chair meetings to ensure that the decision-making process is streamlined with professional guidance to the City, with recommendations following the outlined goals of the project(s). As part of the pre-implementation phase of the program, working alongside staff, we will establish and execute the development plan for projects and identify any opportunities to procure services that would result in greater efficiency.

Existing protocols, if necessary, will be reviewed, and any necessary cost reporting and compliance with financial reporting requirements will be established in all associated contracts and scopes. Compliance with established controls is a benchmark of our service. We will provide oversight and guidance to guarantee compliance, including performing internal control risk assessments as required.

### Planning for Project Success, Relationship With the City

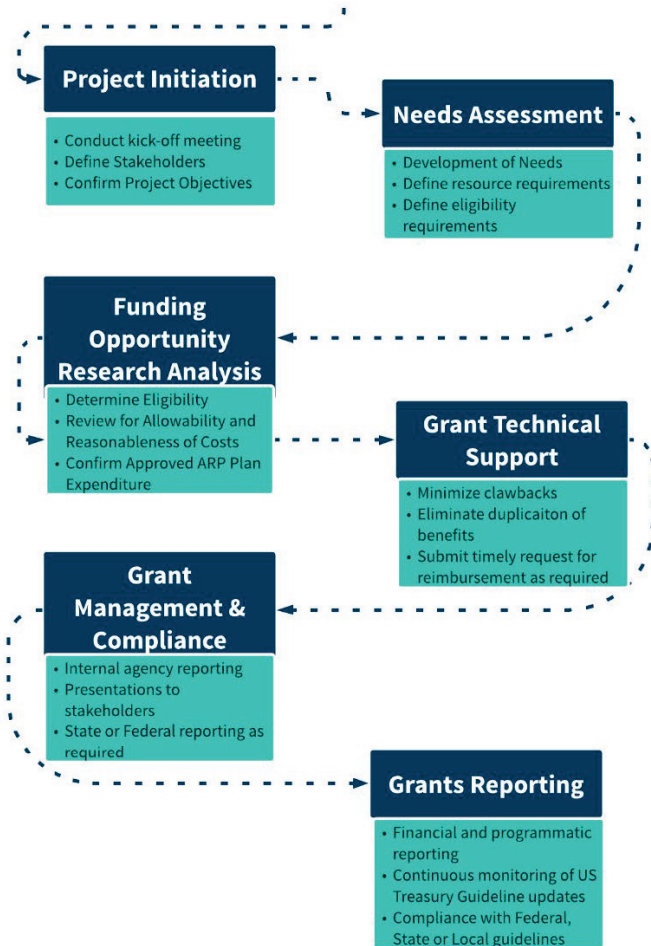
Our approach to ARPA Services will be based on the City's request for assistance and the role it would like the Team to perform. We have successfully delivered ARPA programs of a similar scale and our services include:

- Review grant applications, contracts, invoices
- Submittals to Governmental Agencies
- Prevention of claw back of funds
- Establishing the workflow with the City project team and accounting/finance staff
- Reviewing applications for processing
- Reconciling costs with the payment applications to the amounts
- Reviewing general conditions
- Closeout audit, which will include reviewing final costs

We will assist the City with timely services that include but are not limited to visioning and planning recommendations, project prioritization, compliance, reconciliation, and stakeholder engagement, and sub-recipients accounts. We drive projects from idea to closeout. Our Team of experts can quickly assemble the right resources to provide critical services, including:

- Information Management
- Program Management
- Resource Management

## Six-Step Project Management Approach for ARP Success by Anser-GSG



- Project Planning
- Audit Support
- Federal Funding Compliance
- Financial Recovery Reconciliation
- Grant Management
- Deliverable Development
- Communications Plans

This Team has provided similar services for over 25 years and continues to do so for related governmental entities. Our processes and methodologies are recognized as leading industry practices, including from the Government Accountability Office (GAO), as well as our work in compliance testing on disaster recovery reconstruction efforts. We will support the City and staff in tracking and ensuring compliance with all costs associated with the revenue sources and be responsible for reporting expenses charged. This program can include cost tracking and reporting, budget development, funding plans, cost segregation, invoice audits for contract compliance, funding recommendations, assistance with guaranteed maximum price (GMP) negotiations, review of trade awards and contingency requests, help with financial closeout activities, and other related services as requested by the City.

The ARPA funds permitted uses are outlined in the Interim Final Rule for American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package. Our deep understanding of the Final Rule provides insight on the allowable uses and best practices. Fund expenses must be incurred from March 3, 2021, through December 31, 2024. The City has until December 31, 2026, to expend

the funds for items incurred during the eligibility period.

We structured our project team with our most experienced resources to provide the City with immediate access to the best possible technical expertise. Not only do we understand the front end of planning and funding management, but we also understand the implementation of projects. Our Team is here to provide top-tier visioning and implementation for the City's ARPA allocation for project selection, administration, and programs. A successful project entails having the right staff – right when you need them. We are proud of the accomplishments our Team has provided our clients, and we are confident that we can successfully deliver the services requested by the City.

### City of Opa-locka, Florida

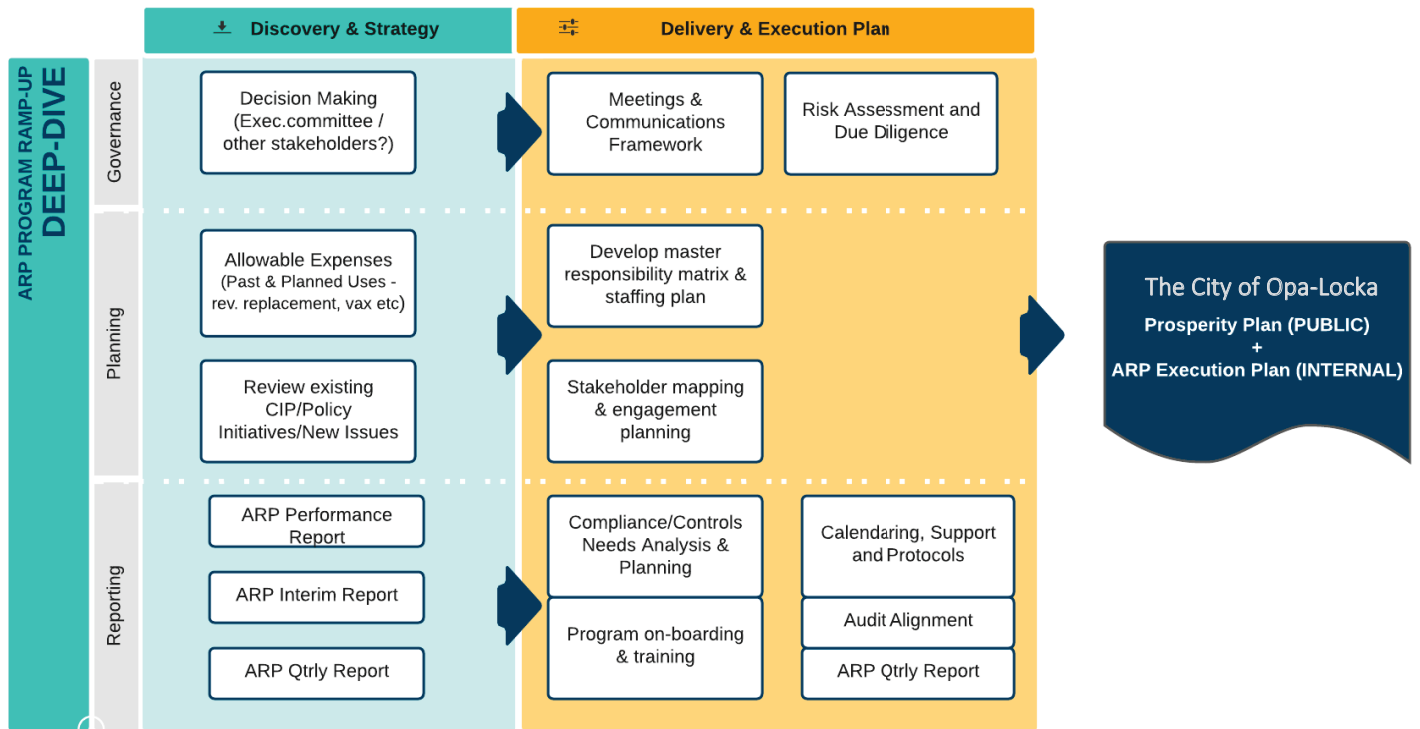
ARPA Funding Consulting Services

RFQ No. 22-0422100



## Development and Planning

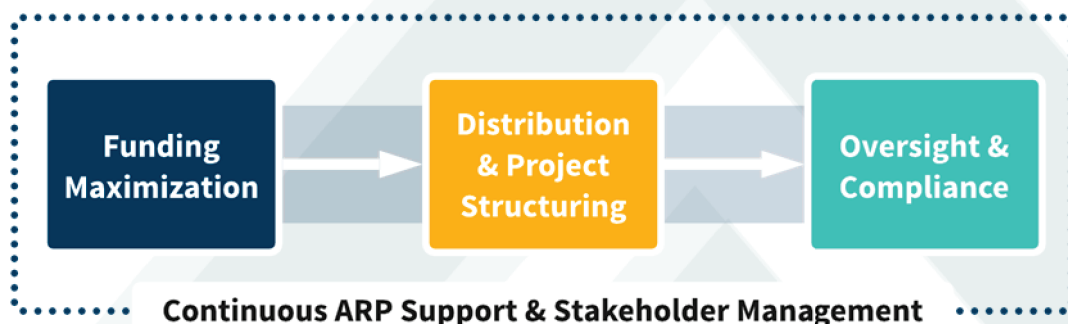
Through our approach, we will provide the City with the results of its needs assessment after reviewing existing plan in the form of an ARP Prosperity Plan. The Plan will include the following categorical elements and a high-level analysis. The graphic below details our steps to developing our program plan and the integration of our team within the City of Opa-Locka. Our team is comfortable helping develop ideas based on our experience and track record for ARPA governance success.



## Program Coordination

Our American Rescue Plan management approach is derived from the success and experience of our experienced staff working directly for public entities, including local municipalities. Our management foundations are transparency, collaboration, and diligent attention to detail. We will guarantee to the City and all stakeholders that every dollar is tracked, and project execution creates the maximum value for the people of the City of Opa-Locka. Our staff who have been assigned to this contract and who will be working directly with the City and stakeholders have decades of relevant experience in their individual fields of specialty and will readily apply this experience to expertly execute your project(s).

### ARP Rapid Deployment<sup>by AnserGSG</sup>



City of Opa-locka, Florida

ARPA Funding Consulting Services

RFQ No. 22-0422100



A successful program and oversight are centered on mutual trust, open communication, and the freedom to express ideas and hold each other accountable. It must be founded on the belief that each party has valuable insight and experiences that, when combined, provide the best value and outcome for the City. On every project, we not only promote collaboration but ensure that it remains in place throughout the project duration, enabling project success for all stakeholders.

Tried and true processes coupled with good planning and communication ensures that we determine the answers to the following questions early in the engagement:

- *Program needs:* What needs to be accomplished?
- *Program and Project budgets:* How many dollars are available and for what purposes?
- *Project schedule and interdependencies:* When is it required?
- *Appropriate assignment:* Who will execute the work?
- *Deliverables required:* What is the end product?
- *Operational Viability:* How is the end product going to be viable in the future?
- *Project KPI's:* Define what success looks like

Our team will utilize the answers to these questions to employ a proactive approach which guarantees the strategies developed around these answers are implemented while also eliminating waste and bloat to maximize efficiency in grant management through implementation, design, and construction.

### ***Concept Assessment***

Our team will conduct a thorough review of the operations and plans to date as the first step in our engagement. This review process will allow our team to understand all the underlying assumptions and provide quality assurance/quality control (QA/QC) to identify any valuable additional details or information that may be beneficial to add. As part of this QA/QC review, we would spend time further recognizing the funding source(s) of the program, timing restrictions on the funds, and the strategy on how those restrictions may drive particular allocation plans for the uses. We will work with the City to analyze the pros and cons for each project. We will also engage to understand any other potential grants or reimbursement funding sources for the program as a whole or for individual projects so that we can maximize the strategy and also set the stage for accurate and efficient compliance monitoring through the program.

### ***Execute Program Wide Eligibility***

This team will assist the City with expenditures associated with the program. Our team can chair meetings to ensure that the decision-making process is streamlined with professional guidance to the City, providing recommendations in accordance with the outlined goals of the project(s). As part of the pre-implementation phase of the program, we will work alongside staff and establish and execute the development plan for projects and identify any opportunities to procure services that will result in greater efficiency.

Compliance with controls established is a benchmark of our service. We provide oversight and guidance to guarantee compliance, including performing internal control risk assessments as required.

### ***Marketing the Program***

A planned informational effort is recommended. We will take a comprehensive approach to marketing the program. To broaden the reach of the program, we have used informational flyers, dedicated ARPA Project websites, townhall meetings, social media posts to area users, create information page on the City's website, and hosting information sessions online or in-person for interested parties. The subrecipient grant program will likely be oversubscribed, and the important task is to make sure that it is best applied to maximum value. Based on our experience with ARPA programs is important to realize what we define as "high impact" opportunities.

### **City of Opa-locka, Florida**

*ARPA Funding Consulting Services*

*RFQ No. 22-0422100*

### ***Mechanism for Grant Subrecipient Approval***

All applications can be submitted through an electronic portal or hard copy depending on the presence of the City. We will create a portal and process controls on behalf of the City should there not be an existing system in place. Should requirements such as matching funds be required, we will communicate and account for these conditions. Items requested from applicants can include:

- *Organization Overview*
- *Leadership Resumes*
- *Resumes for Program Administrators*
- *Audited Financials for Two Years*
- *Program Description for which Funds are being Requested*
- *Cost Breakdown*

### ***Determining Eligibility***

After a thorough review process, the team will identify qualified options that have supplied evidence of all required documentation and have received positive endorsements from stakeholders. For each subrecipient, we will assist the City to gather the financial and non-financial performance indicators and record them, as appropriate, in the seven (7) programmatic areas identified by the ARPA. As part of our educational sessions for the proposers/applicants, we guide applicants to capture project financial and non-financial performance indicators that must be monitored.

### ***Identify Approval Agencies***

We have in-depth knowledge and vast experience coordinating and working with several state and local public agencies as it relates to construction projects. Our team members have decades of experience working within Pennsylvania and are very familiar with the requirements of the state and U.S. Treasury.

### ***Status Reports***

As part of our process to provide weekly and/or monthly updates to City stakeholders we will include “health checks” with tracking outcomes of recovery spending.

### ***Deliverables for American Rescue Plan Programs***

Through this six-step approach, we will provide the City with the results of its needs assessment in the form of an ARPA Prosperity Plan. The Plan will include the following categorical elements and a high-level analysis:

Revised Financial Estimates by Tranche, such as:

- Public health emergency concerning COVID-19 or its negative economic impacts,
- Lost revenue due to such emergency; and
- Identify Need and Establish Program Plan for:
  - Projects with Beneficiaries including Local Districts, Non-profits, Businesses, and Industries
  - Premium Pay to Eligible Workers and Eligible Employers
  - Necessary Water, Sewer, or Broadband Infrastructure

Program Plan

- Priority listing in implementing the City’s Plan,
- Timeline for completion of approved activities through December 31, 2024.
- Project management services, monitoring plan, and ongoing communications plan; and
- Estimate of fees and resources required to implement the Plan.
- Ongoing operational plan

We have proposed the end date for due diligence of 90 days after the eligibility period to submit final documentation to the City's cognizant agency and close out the ARP grant. Per the Final Rule, the City must expend its funds by December 31, 2026.

### Communications

Our Team utilizes effective communications management to inform our stakeholders of the project's status as part of our approach. Our team routines provide executive-level briefings to:

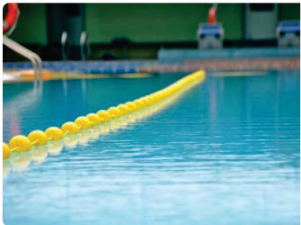
- Management Team
- Formal Presentations to the elected or appointed, Boards, Councils or Commissions
- Informal Elected Official Briefings
- Written and verbal project status reports

The Communications Plan is developed in coordination with our clients. We routinely provide the following technical assistance at the direction of our clients:

- Call Center Assistance
- Intergovernmental Communication Assistance
- Outreach Programs / Town Hall Meetings
- Press Releases
- Public Information Request Response
- Social Media Posts
- Website Updates

As we have done for all our existing American Rescue Plan Projects, we will develop weekly and monthly reports that meet the U.S. Treasury Guidelines for State and Local Fiscal Recovery Funds (SLRF) to build public awareness, increase accountability, and monitor compliance of eligible uses.

As for community engagement, we strive to make the feedback as streamlined and focused as possible. As illustrated in the image below, we have provided options for input, clear, concise, and easy to follow for the City's stakeholders should the City request those services. If the City uses existing services such as Open.gov, our team can provide feedback on how to best utilize that for beneficial community feedback.



**Subsidized Pool Program for Kenmore Youth** 

\$50,000

Funds to subsidize swimming lessons at an indoor pool for the children of low-income families from preschool up to age 21 to promote water safety. We will explore public pools in nearby cities in an attempt to find a suitable location.

Select

Hussain Badahah (<https://unsplash.com/@badahah05>)



**Catch-Up Learning and Childcare Support** 

\$100,000

The pandemic has had a profound impact on students and families. These funds would provide tutoring or other support programs for kindergarten through 2nd grade students for basic skills, math, reading and writing. It could also provide childcare funding support for parents as they balance work and school.

Remove

Maria Heller ([https://unsplash.com/@heller\\_maria](https://unsplash.com/@heller_maria))

**Homelessness Response Pilot Program** 

\$50,000

Homelessness is a crisis throughout the Puget Sound region. This would fund a pilot program with a nonprofit partner to provide targeted outreach to Kenmore residents who are homeless or at risk of homelessness in hopes of connecting them to housing and services and stabilizing their situation.

As identified in our ARP Management approach, through our assessment and information gathering phase, we will assist the City in developing appropriate policies and procedures for using the American Rescue Plan Funds. Our Team has provided comprehensive project controls representation to implement an effective knowledge-transfer program between the Team and City personnel. This program is responsive to any of your requests and can cover topics such as, but not limited to:

- Technical Submittals
- Project Management
- Contract Administration
- Process Development, Implementation, and Best Practices
- Schedule & Project Controls
- Management analysis and estimating
- Revenue Loss Calculations four all four-date snapshots
- Highest and Best use of Capital

In addition, we strive to share lessons learned, Best Practices, and developmental knowledge across a range of project and industry-specific subjects to ensure that all information needed for future administration is clearly and usefully imparted to the City's Team.

### *Audit and Compliance Duties*



Our team will provide auditing services to mitigate waste and abuse associated with expenditures, the number of parties involved, and the overall complexity of projects. Our auditors collaborate with various stakeholders throughout the life of the program to ensure that the City complies with government regulations. Our team of experts quickly develop a comprehensive understanding of each client's program, projects, budget, and capital sources and apply our critical thinking and problem-solving skills to provide cost effective solutions to their audit and compliance challenges.

Our audit services include eligibility of costs submitted as well as adherence to the conditions set forth by the various types of local, state, and federal funds used to fund a project. Our team has experience in disaster recovery, aviation, transportation, and many other applicable realms, enabling a proactive lesson learned approach to this engagement.

Our approach to auditing services will be based on the approach that we have delivered to previous clients with ARPA programs of similar scale. Base service tasks can include:

- Reviewing applications, contracts, and invoices
- Submittals to governmental agencies
- Prevention of claw back of funds
- Establishing the workflow with the City project team and accounting/finance staff
- Reviewing applications for processing
- Reconciling costs with the payment applications to the amounts
- Reviewing general conditions
- Closeout audits which will include reviewing final costs

To ensure optimal results, we will first establish workflow through meetings with the City. These meetings will identify how items will be recorded, reviewed, revised, and processed. Once we have agreed upon the most effective invoice workflow with the City, we will communicate the process with the recipient to ensure smooth

### **City of Opa-locka, Florida**

*ARPA Funding Consulting Services*

*RFQ No. 22-0422100*

implementation. Our team has handled billion-dollar audit and compliance projects. Our audit process ensures testing for fraud and abuse. While a good plan can mitigate waste, we still ensure that we are not at risk of clawback. We pride ourselves on not only being experts in audit and compliance but specifically the requirements set forth by the American Rescue Plan.

The scoring matrix below demonstrates an example of our “risk analysis” that is run on every proposed project and the score we attribute to any potential project and subrecipient.

### *Risk Rating and Criteria*

| Risk Rating           | Criteria Per Final Rule                                           |
|-----------------------|-------------------------------------------------------------------|
| 1 – Minimal Risk      | Explicitly eligible                                               |
| 2 – Low Risk          | Eligible through general interpretation                           |
| 3 – Moderate Risk     | Additional detail and substantiation required                     |
| 4 – Significant Risk  | Minimal Eligibility Found, Potential Revenue Loss Use Recommended |
| 5 – High/Unknown Risk | No Eligibility Found                                              |

GSG will play a critical role in assisting with the following American Rescue Plan process activities:

- Hosting a pre-implementation conference with the internal and external stakeholders, representatives of the City and other involved parties to inform of program requirements such as 2 CFR Part 200 and MBE reporting and other statutory regulations
- Ensuring that a management timetable, schedule, and milestones and draw schedule prior to commencement of activities
- As the plan progresses, we will conduct periodic health checks to ensure that the project is proceeding according to compliance guidelines and
- GSG will conduct regular progress and draw inspections to determine appropriateness and compliance with the applicable program rules
- Will ensure that work has been verified and the appropriate signoffs are made prior to recommending disbursement of any funds. Funds are disbursed per the agreed schedule
- There is a transparent and unbiased scoring and evaluation process in place
- Input is received and evaluated in accordance with local procurement procedures, bids will be awarded in compliance with the local policies
- Ensure that single source procurements are conducted in accordance with the provisions of 2 CFR 200, if applicable
- Ensure that the appropriate clauses of 2 CFR 200 are included in the contract language after award (breach of contract, termination, and records retention)



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**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and convenience by the non-Federal entity including the manner which it will be affected and basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. **FOR INFRASTRUCTURE PROJECTS GREATER THAN \$10,000,000** [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Our team works extensively with staff to develop internal control plan and best practices**

Additional risk management matrix and GSG ARPA process are referenced below:

| Department                   | Funding Requested | Eligibility Category | Priority | Risk | Expenditure Category | Risk Weighting |
|------------------------------|-------------------|----------------------|----------|------|----------------------|----------------|
| Engineering & Operations     | \$ 2,400,000.00   | Infrastructure       | 1        | 1    | 5.6                  | 6.000          |
| Engineering & Operations     | \$ 1,500,000.00   | Infrastructure       | 2        | 1    | 5.6                  | 3.750          |
| Parks & Recreation           | \$ 750,000.00     | Public Health        | 3        | 3    | 3.9/1.7              | 16.875         |
| Sustainable Management       | \$ 3,500,000.00   | Infrastructure       | 4        | 3    | 5.8                  | 78.750         |
| Environmental Services       | \$ 3,000,000.00   | Infrastructure       | 5        | 1    | 5.11                 | 7.500          |
| Legislative & Community Affa | \$ 300,000.00     | Economic Impact      |          |      |                      |                |
| Public Affairs & Marketing   | \$ 150,000.00     | Public Health        |          |      |                      |                |
| Financial Services           | \$ 450,000.00     | Public Health        |          |      |                      |                |
| Environmental Services       | \$ 110,000.00     | Public Health        |          |      |                      |                |
| Environmental Services       | \$ 100,000.00     | Public Health        |          |      |                      |                |
| Facilities                   | \$ 80,000.00      | Public Health        |          |      |                      |                |
| Environmental Services       | \$ 160,000.00     | Public Health        |          |      |                      |                |
| Economic Development         | \$ 35,000.00      | Economic Impact      |          |      |                      |                |
| Planning & Development Srv   | \$ 160,000.00     | Public Health        |          |      |                      |                |
| Planning & Development Srv   | \$ 9,000.00       | Public Health        |          |      |                      |                |
| Planning & Development Srv   | \$ 2,000.00       | Public Health        |          |      |                      |                |
| Parks & Recreation           | \$ 50,000.00      | Public Health        |          |      |                      |                |
| Parks & Recreation           | \$ 35,000.00      | Public Health        |          |      |                      |                |

An initial risk-weighting will be assessed on each project based on allowability under the current guidelines outlined in the Final Rule and the risk and impact of potential clawback of funds from the Treasury Department. The risk assessment will allow us to measure impact and value for prioritization and scheduling in addition to establishing the compliance baseline.



#### Single Audit Risk Mitigation Guidelines

##### 1. Written policies

- a) The client must maintain formal written policies for each (if applicable)
- b) Cash management
- c) Time and Effort reporting (see III below)
- d) Procurement (see IV)
- e) Conflicts of interest
- f) Subrecipient monitoring (see VII)

##### 2. Equipment tracking

Equipment purchased with federal funds must be tracked by the client. At a minimum, the following should be documented in the client's property records:

- a) Description of the property
- b) Serial number or other identifying number
- c) Source of the funding used to purchase the asset
- d) Name of the title holder
- e) Acquisition date
- f) Cost
- g) Percentage of federal participation in the equipment cost
- h) Location
- i) Use and condition of the item
- j) Disposition data (if applicable)

##### 3. Time and Effort

This refers to the tracking and reporting of payroll related costs:

- a) Required that time distribution records must be maintained for all employees whose salary is paid in whole or in part with federal funds (or used to meet a match).
- b) Some notes on charging budgeted employee compensation to federal grants (if the client chooses to do this):
  - i) Budgeted allocations alone will NOT suffice, rather, allocations of salaries and wages among grant programs need to be supported by actual hours worked.
  - ii) Budgeted allocations may be used initially, however, a year end true-up must be made so that each grant is appropriately charged.
  - iii) Budgeted estimates used for interim accounting purposes must produce reasonable approximations.
  - iv) Significant changes in the work activity of each person must be identified and adjusted timely, and IC must include processes to review after-the-fact charges made based on budget estimates.

A compliance guidelines/checklist for Single Audit is a useful be a useful compliance tool with all of our clients

# Grant Management

ANSER  
ADVISORY

GRANT  
MANAGEMENT



**Step 1: Identification.** The team learns about the goals, objectives, status of active grants and types of grants pursued, then research funding opportunities to fit these needs and assess grants. When a grant opportunity has been identified, we will provide a Summary Fact Sheet. On a “go” decision, a grant is developed.

**Step 2: Development.** The team supports the proposal via active engagement in matching needs to requirements, gaining stakeholder support, and final QA/QC before timely submission.

**Step 3: Submittal.** We ensure timely submittal and follow-up.

**Step 4: Award.** The team negotiates the Terms and Conditions of the grant award and prepares Governing Board Resolutions as needed. We also execute grant agreements and provide debriefs and lessons learned for any grant not awarded.

**Step 5: Start-Up.** The team supports the programming of the grant, establishes budget and billing codes, and supports the delivery of the program as needed.

**Step 6: Monitoring.** The team aids in setting up required and requested reporting and ongoing certifications and support grant administration, such as invoicing, amendment or budget revisions, and any other ongoing compliance requirements.

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## Overall Project Management Tasks that Apply to the City's ARPA Program

We will first establish the workflow through meetings with the City to ensure optimal results. These meetings will identify how items will be recorded, reviewed, revised, and processed. Once we have agreed upon the most effective invoice workflow with the City, we will communicate the process with the contractor to ensure a smooth implementation.

Additional service tasks that may fall under this contract include the following:

- Development of contract
- Provide consultation to develop industry-standard contract language for contract
- Review of proposals

Having knowledgeable compliance professionals involved in the project before execution is an investment that can pay dividends if problems arise on the project.

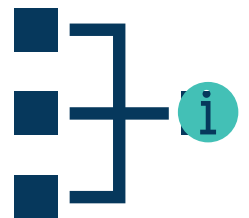
## Technology Tools

As identified in our ARP management approach, through our assessment and information gathering steps we will assist the City in developing appropriate policies and procedures for use of the ARP funds. Our team is committed to implementing an effective knowledge-transfer program between the team and City personnel. This program is responsive to any requests by you and can cover topics such as, but not limited to:

- Technical Submittals
- Project Management
- Contract Administration
- Process Development, Implementation and Best Practices
- Schedule & Project Controls
- Management analysis and estimating
- Revenue Loss Calculations four all four date snapshots
- Highest and Best use of Capital

## Information Management

Our Team has performed systems implementations and integrations for clients in government, transportation, utilities, military, and private sectors, managing billions of dollars of funding. We have experience implementing full-suite portfolio management software systems available in the industry and customized-built tools tailored to clients' needs. Our staff is well-versed in the numerous ERP systems, including Workday.



## Administrative Duties

We acknowledge the intent of the given scope, and our comprehensive service will include, but not be limited to:

- Monitor program compliance, including all ARP Act requirements.
- Assist in establishing and maintaining financial processes.
- Provide technical advisory services related to recovery from COVID-19.
- Establish and maintain record-keeping systems.
- Assist with resolving monitoring and audit findings.
- Serve as monitoring liaison.
- Assist with the system of record, documentation, reports, change requests, the progress of projects.

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- Provide Project Management Services that coordinate all stakeholders and vendor/contractor's implementation.
- Assist in public hearings.
- Assist staff in organizing, reviewing, evaluating, and auditing eligibility of requested projects using ARP Funds. This work shall include any payments made to outside agencies or cost-sharing projects with external agencies.
- Assist in tracking, maintaining, and reporting key project performance indicators, including output and outcome measures that describe each project and its impact.
- Maintain document files to support compliance.
- Research, develop and prepare grant applications and/or other public assistance documents.
- Collaborate with City on project formulation, information gathering, project development.
- Develop program guidelines, policies, procedures, implementation plans, or other pertinent documents.
- Assist in responding to Requests for Information from the United States Department of Treasury and/or other federal grants and/or state agencies.
- Provide and prepare public procurement documentation and any additional procurement assistance, including but not limited to preparing and writing requests for qualification, request for proposals, or other applicable procurement processes for identified projects that align with the grant and P.W. forms, all in compliance with Federal and State Law.
- Assist with the procurement of services, materials, rental/lease equipment, professional design services, or other items needed to implement grant projects—may include multiple bids for contracted work for various projects (in conjunction with the City).
- Attend meetings with FEMA, U.S. Treasury, or other agencies necessary on behalf of the City.
- Assist in reporting and submitting all necessary documentation to the U.S. Department of Treasury, including a required Recovery Plan performance report. This work shall include any interim, quarterly or annual reports and maintain and track all documentation submitted.
- Assist with and provide guidance regarding quality assurance documentation for conformance with the City's criteria and specifications.
- Provide and present periodic each project's status.
- Provide the City with grant/funding services to ensure funding is retained.

## Our Team and its Availability to Perform

Our proposed Team brings a full suite of complementary skills to the City, and each member proposed has the availability to perform services under this contract. Our Team is set up as an integrated, full-service provider of ARPA and other Grant services for the City. We know the assembled Team can handle the scope identified. The team members have worked together on multiple ARPA and CARES Act projects and are currently working on ARPA projects similar to the scope of work published by the City. One of our main differentiators is that we bring a diverse array of subject matter experts of services to our clients. This is not work that can be provided by generalists. Whether to assist a client with eligibility determination, develop sub-recipient agreements, grants monitoring, reporting, or work with the external auditor on Single Audit compliance requests, we have provided all these services to our clients.

Clients select us because we bring objectivity and insight to complex, real-world issues. We understand public sector motives and private sector methods. We bring leading practices and practical solutions to our clients. Our team members have a deep understanding and working experience in the public sector. Our Team includes those who have served in and for C-level executive financial management positions within State and local governments. Our highly experienced Team offers a unique perspective because we have worked in government and the private sector

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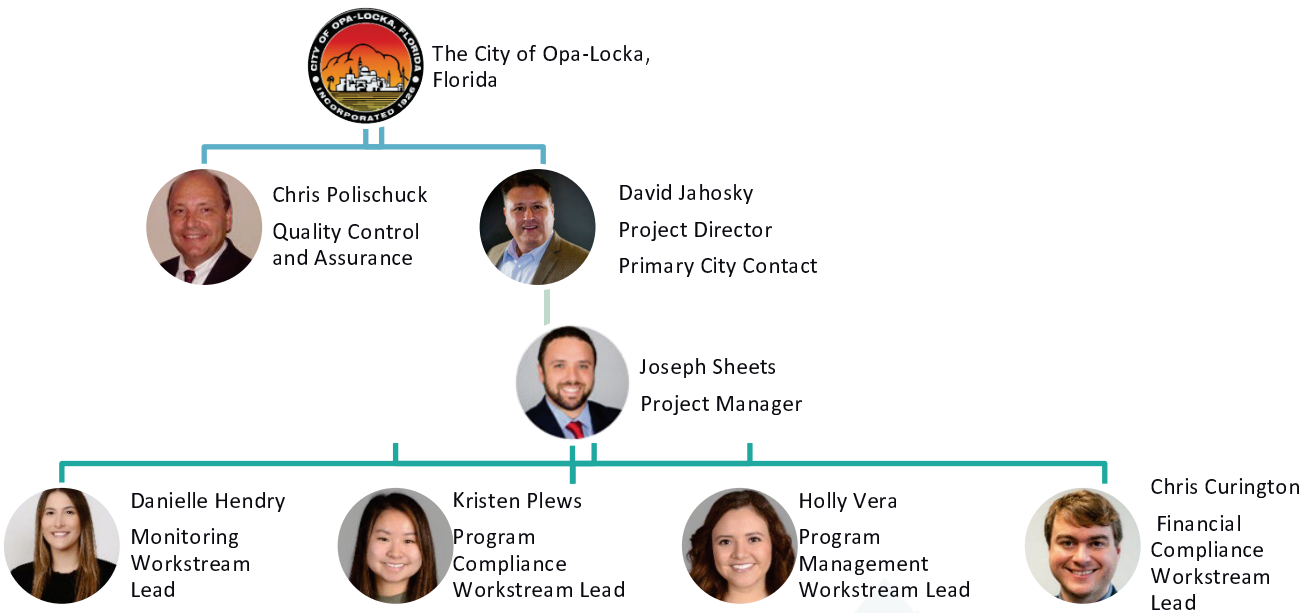
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for large and small entities. Not only have we been in our client's shoes, but we have also been in their communities and neighborhoods.

## Proposed Organization Chart

While the American Rescue Plan Act may be new, natural disaster recovery support and the range of services requested by the City are not unique to this Team.

We have been providing a full spectrum of disaster recovery services from inception to close out for over 25 years – specifically, services funded by U.S. Treasury, Federal Emergency Management Agency Public Assistance (FEMA PA), and Community Development Block Grant Disaster Recovery (CDBG-DR) programs. Additional personnel will be utilized throughout the duration of the engagement and based on the City’s specific needs. We have the right resources and relevant ARPA grant experience when you need them.



### Members of the teams are experienced in:

- ARPA, CARES, FEMA and Other Federal Grants Management programs
- Developing standard applications and approval processes
- Creating and implementing online application process
- Application support for individual, small business, and non-profits
- Evaluating requests and recommending funding options for City consideration

### This team will help the City execute on its vision of developing opportunities for programs through:

- Prioritization of projects
- Developing a timeline for the distribution of funds
- Analyzing project risk through our proprietary tool
- Submission of ARPA Quarterly Reporting, program monitoring, Quality Assurance

### Ongoing Commitment to Continuing Professional Educations and Training

- [FederalDollars.com](https://www.federaldollars.com) is proudly brought to you by Anser Advisory + Government Services Group (GSG). Thought leadership on Federal Funding, American Rescue Plan Act (ARPA) and the Infrastructure Investment & Jobs Act as well as related news from national specialists
- Participation in the White House Intergovernmental Affairs Weekly Briefing Call
- Participation in the National Association of Counties, National League of Cities and Government Finance Officers briefings, webinars and presentation on COVID/ARPA

## Tab 5 – Experience and Qualifications

*We support organizations by solving complex problems through ideas, insights, and outcomes.*

*Working as an extension of the City of Opa-locka, we will eliminate learning curves, reduce risk, provide cost savings, deliver on time, and improve organizational performance to capture the biggest bang-for-buck from ARPA for the City.*

### Company Overview

Our Team's diverse experience brings a full suite of complementary skills to the City. We have structured our project team with our most experienced resources to provide the City with immediate access to the best possible technical expertise and a "one-stop" approach for ARPA and other grant services.



**GSG** provides various services, including ARPA, disaster recovery, grant management, construction management, capital project administration, and program administration. GSG supports their clients with expertise in FEMA and CDBG-DR eligibility determination, project management, appeals preparation, grant management, financial recovery, financial and project progress reporting, insurance reconciliation, grant monitoring and compliance, grant closure, and audit preparation, defense, and appeals. **Founded in 1996**, GSG specializes in management support services in capital program management, utility operations, capital financing, bond issue compliance, contractual performance oversight, financial administration, full-service governmental accounting, utility customer service, billing services, and city and county property services. We have demonstrated our approach to client services, collaborative approach, and our desire to exceed your expectations.

On behalf of local government partners, GSG has tackled the successful transition of numerous troubled water and sewer utility systems to high-quality, modern, municipal-standard, customer-friendly operations. GSG has designed and implemented innovative public service delivery alternatives and effective governance solutions in close collaboration with policymakers, public executives, and citizen stakeholders. GSG's capital project management and civic engagements have received state and national recognition. GSG has perfected its grant management capabilities, regulatory requirements, special assessments, and data management, offering deliverables tailored to each specific client's needs.



**Anser Advisory** is a national program management and advisory firm, that provides reasoned solutions to our client's challenges. Our services include strategic organizational planning and managing each project's execution and compliance.

With a diverse client base, our Team is adept at adding value to early program creativity and diving into projects at any phase of the development cycle, always with a critical focus on driving value and maximizing accountability. We are unconventional as a firm because we believe in honoring old-school traditions while leveraging new-school methods. This helpfully translates into our value proposition, as concisely summarized below.

We deliver upon this value-proposition by bringing world-class people together in a nationally recognized Great Place to Work™ with the management and technology infrastructure to continually offer clients deep expertise, sector-specific experience, and rapid deployment of project resources.

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Our business is structured around two main service lines, each of which will be brought together for this assignment, leveraging relevant GSG resources from across the board:

- **Advisory and Compliance** – including organizational development, change management, program controls, estimating, alternative delivery, and finance, including public-private partnership expertise, assurance, and auditing; and
- **Management** – program and project management, construction manager-agency services, and complete owner's representative roles.

GSG proposes to manage this project out of our Longwood and Tallahassee Florida offices. We will support this project nationally with ARPA professionals from our offices in Ohio, Pennsylvania, Florida, New York, New Jersey, Colorado, California, Alaska, Texas, Massachusetts, and North Carolina. With a diverse, talented staff of over 700 professionals nationwide, our expertise is derived from the project and program managers, management consultants, estimators, schedulers, financial analysts, procurement specialists, grant managers, system configuration specialists, architects, engineers, construction managers, certified professional accountants, and construction auditors who represent the Anser brand.



## Key Personnel Assignments

We are proud to provide the individuals below, collectively our “Team” and are confident that we can successfully deliver the services requested by the City. The Team identified below has the capacity to support the City of Opa-locka during this endeavor. Included in Tab 9 are resumes for the key members listed below.



**DAVID JAHOSKY**  
**Sr. Vice President**  
**Project Director**  
**Principal**

David brings highly specialized experience helping local governments become more efficient, focusing on everything from staffing analysis to program and infrastructure funding and accounting. From studies to identify cost optimization and revenue recovery to grant compliance and performance audits, David has helped local and State governments develop the processes and policies necessary for greater efficiency in human and financial resources. David is the technical lead for all GSG ARP projects. David is based out of our Orlando office but will service this project in-person and remotely.



**CHRIS POLISCHUCK**  
**Sr. Advisor**  
**Quality Control and**  
**Assurance**  
**Principal**

Chris has been serving public sector entities exclusively for 35 years, helping them meet the challenges they face in serving the public good – achieving regulatory compliance, improving operations and performance, and enhancing accountability and reporting. Chris' current and past clients include large state agencies, some of the largest U.S cities and counties, public transit agencies, and the Federal government.



**Joseph Sheets**  
**Sr. Project Manager**  
**Project Manager**  
**Senior Consultant**

Joseph Sheets is a Senior Project Manager for GSG specializing in applying the American Rescue Plan for over 20 communities throughout the United States. Joseph has created Standard Operating Procedures for project eligibility determinations, risk mitigation, and revenue loss analysis. His understanding of the American Rescue Plan and its complexities has helped clients maximize their usage of funds, mitigate potential claw back exposure, and create communications plans for their staff and communities.



**Holly Vera**  
**Project Manager**  
**Program Management**  
**Work Stream Leader**  
**Senior Consultant**

Holly Vera is a Project Manager specializing in grant financial compliance and monitoring. Holly worked with Florida's Executive Office of the Governor on natural disaster recovery efforts throughout the state of Florida. She assisted the grants management and financial validation consultants who primarily supported state and local governments seeking FEMA Disaster Response reimbursements. She has served as the Project Lead for CARES Act, FEMA reimbursement, and is currently leading a team managing ARPA Program for several cities in Broward County, Florida.



**Chris Curington**  
**Project Manager**  
**Financial Compliance**  
**Work Stream Leader**  
**Consultant**

Chris Curington is a highly skilled program project management professional with over 12 years of specialized experience in grant writing and infrastructure project planning. Chris has served clients throughout the United States and internationally and contributed to numerous projects, including fire assessment and grant writing services, and renewable energy, residential, wastewater, stormwater, communication, and transportation infrastructure development projects. Working closely with the GSG American Rescue Plan team, Chris helping local governments become more efficient and focused on project analysis and program and infrastructure funding.



**Kristin Plews**  
**Assistant Project Manager**  
**Compliance**  
**Work Stream Leader**  
**Junior Consultant**

Kristin Plews is a skilled project management professional, having served over a dozen ARPA clients in various roles. Her skills in eligibility determinations, alternative funding analysis, community outreach, and program design, have helped cities throughout the United States in implementing their ARPA Plan. Kristin has been an essential part of the American Rescue Plan team, ensuring procedural and program compliance at every step of the program timeline.



**Danielle Hendry**  
**Assistant Project Manager**  
**Monitoring**  
**Work Stream Leader**  
**Junior Consultant**

Danielle Hendry is a program project management professional with specialized experience helping local governments maximize value through various grant funding sources. Danielle has helped local and state governments alike implement the processes and policies necessary for greater human and financial resource efficiency, from grant compliance to eligibility requirements. Her experience with ARPA, CDBG, and Florida's Emergency Rental Assistance Program, allow her to create efficiencies throughout the monitoring process.

## Qualifications

Our Team has considerable experience in evaluating the unique and dynamic characteristics of local governments and providing options for reviewing and funding vital local government services, having delivered similar services to clients with capital programs covering a wide range of program sizes. We believe that the combination of our firm-level specific ARPA experience and the hands-on experience of our personnel allow our Team to develop enhanced solution-based strategies to address the diverse governance and stakeholder hurdles faced by the City. As such, our Team combines and offers the best options, alternatives, and innovative solutions, particularly related to government funding management, project management, grant monitoring, reporting, and compliance. The chart below illustrates the collective experiences of the team members assigned to this project. For ease of presentation, the experiences have been aggregated and shown at the firm level.

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| Team Attribute and Experience                                                                                                                                                                                                                                                                                                           | GSG |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Ensure any infrastructure project the City is considering undertaking in conjunction with ARPA is fully eligible for ARPA reimbursement                                                                                                                                                                                                 | ✓   |
| Develop recommendations for programs in the (1) Public Health & Economic Responses and (2) Premium Pay for Essential Workers sections of ARPA to benefit the community                                                                                                                                                                  | ✓   |
| Oversee all procurement undertaken in conjunction with ARPA projects to ensure it is executed in full compliance with applicable regulations and federal guidelines                                                                                                                                                                     | ✓   |
| Identify alternate sources of funding to leverage ARPA funds and the availability for ARPA funds to be utilized as part of any matching requirements                                                                                                                                                                                    | ✓   |
| Conduct City Commission ARPA workshops to facilitate Commission selection of the optimal mix of ARPA projects best addressing City needs                                                                                                                                                                                                | ✓   |
| When appropriate, work with external agencies having ARPA oversight responsibilities to ensure City always remains compliant with all ARPA requirements.                                                                                                                                                                                | ✓   |
| Assist City in completing the appropriate documentation required for Federal grant funding and the submission of all eligible expenditures to the appropriate agencies within required deadlines                                                                                                                                        | ✓   |
| Provide assistance in identifying and ensuring that all eligible expenses have been quantified and presented for reimbursement; and that meet Treasury guidelines                                                                                                                                                                       | ✓   |
| Assist in tracking all documentation submitted to all relevant agencies                                                                                                                                                                                                                                                                 | ✓   |
| Maintain records of all documentation provided by the City submitted to any agency for reimbursement.                                                                                                                                                                                                                                   | ✓   |
| Assist the City in organizing, reviewing, evaluating, auditing, and tracking requests for CSLRFR reimbursement. Reconcile City invoices with City CSLRFR reports. Evaluate timesheets for eligibility and audit timesheets against payroll records. Assist in the preparation of final submission for the U.S. Inspector General review | ✓   |
| Assist in development of closeout strategies and procedures and assist City in their implementation                                                                                                                                                                                                                                     | ✓   |
| Assist with responding to any request for audit information by any agency and the preparation of responses                                                                                                                                                                                                                              | ✓   |
| Use generally recognized accounting principles in carrying out any services according to the contract                                                                                                                                                                                                                                   | ✓   |
| Provide City with monthly and final reports summarizing the total reimbursement requested, total expenditure by Project Worksheet and any exceptional circumstances                                                                                                                                                                     | ✓   |
| Provide technical assistance with the development, promotion, and maintenance of a web-based portal to provide public information regarding the status of ARPA project implementation                                                                                                                                                   | ✓   |
| Provide technical assistance with the development, promotion, and maintenance of a secure web-based portal to collect sub-recipient information and documentation to substantiate their requests for reimbursement under CSLRFR                                                                                                         | ✓   |
| Timely submittal of required period and comprehensive reporting; with monthly status update reporting on ARPA projects to the City Manager, or as needed                                                                                                                                                                                | ✓   |
| Work with City external auditors in the completion of City Single Audit Reports to develop the Schedule of Federal Expenditures associated with SCLRFR for the fiscal year audits                                                                                                                                                       | ✓   |



| Team Attribute and Experience                                                                                                                                                                                         | GSG |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Timely provide monthly detailed billing statements regarding hours expended by project and cost incurred in providing these consultancy services                                                                      | ✓   |
| Other services as needed.                                                                                                                                                                                             | ✓   |
| Provide miscellaneous services not otherwise described which City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by City. | ✓   |

## Our Experience

### Previous Involvement with Similar Projects

We are proud to provide the Team below and are confident that we can successfully deliver the services requested by the City. The Team identified below has the capacity to support the City of Opa-locka during this endeavor. Included in Appendix B are resumes for the key members listed below.

The Team is currently providing ARP consulting and advisory services for ARP funds to over thirty counties, cities, and towns across the country. We leverage best practices, lessons learned, and ARPA-specific tools to eliminate your learning curve. A sample of our current clients are below:

The Team is identifying spending priorities by U.S. Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculation and review for over \$400 million in combined ARP initiatives.



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The team is identifying spending priorities by U.S. Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculation and review for over \$400 million in combined ARP initiatives. A sample of the local level projects our team is currently working on below.

| Client                       | Allocation Size | Services                                       | Length of ARPA Engagement |
|------------------------------|-----------------|------------------------------------------------|---------------------------|
| City of Scranton PA          | \$68,000,000    | Program Management, Compliance & Audit Support | 2021 to Current           |
| Will County, IL              | \$134,000,000   | Program Management, Compliance & Audit Support | 2021 to Current           |
| Township of Cherry Hill, NJ  | \$11,591,815    | Program Management, Compliance & Audit Support | 2021 to Current           |
| City of Everett, MA          | \$48,500,000    | Program Management, Compliance & Audit Support | 2021 to Current           |
| City of Randolph, MA         | \$28,500,000    | Program Management, Compliance & Audit Support | 2021 to Current           |
| City of Malden, MA           | \$8,000,000     | NCS Housing ARPA Consortium                    | 2022 to Current           |
| City of Alvin, TX            | \$5,000,000     | Program Management & Compliance                | 2021 to Current           |
| City of Gainesville, FL      | \$32,000,000    | Program Management, Compliance & Audit Support | 2022 to Current           |
| City of Deerfield Beach, FL  | \$16,284,885    | Program Management, Compliance & Audit Support | 2021 to Current           |
| Jefferson County, FL         | \$2,750,000     | Program Management, Compliance & Audit Support | 2021 to Current           |
| City of Lakeland, FL         | \$22,720,000    | Program Management, Compliance & Audit Support | 2021 to Current           |
| City of Leesburg, FL         | \$11,850,000    | Program Management, Compliance & Audit Support | 2021 to Current           |
| City of Lighthouse Point, FL | \$5,650,000     | Strategic Planning & Compliance                | 2021 to Current           |
| City of Margate, FL          | \$10,850,000    | Strategic Planning & Compliance                | 2021 to Current           |
| City of Newberry, FL         | \$3,100,000     | Strategic Planning & Compliance                | 2021 to Current           |
| City of North Lauderdale, FL | \$22,168,784    | Program Management & Compliance                | 2021 to Current           |
| City of Ocoee, FL            | \$24,150,000    | Program Management & Compliance                | 2021 to Current           |
| City of Titusville, FL       | \$8,600,000     | Technical Advisory Assistance                  | 2021 to Current           |
| City of Vero Beach, FL       | \$2,550,000     | Technical Advisory Assistance                  | 2021 to Current           |

## Tab 6 – Schedule

### 3.2.7.1 Managing the American Rescue Plan

As illustrated in the flow chart, our approach is delineated in six tasks:

#### ■ **Task 1. Initiation**

*Objective:* Taking an information-gathering approach to identify the key functional elements of the project and home in the City’s definition of value. In this process, we will formalize the vision guiding the ARP strategy.

#### ■ **Task 2. Needs Assessment and Project Confirmation.** *(first 90 days from initiation)*

This task can include but is not limited to the following:

- Strategic Road Map
  - Assisting the City with development of their ARPA Spending Plan.
  - Timeline for completion of approved activities through December 31, 2024.
  - Monitoring plan and ongoing communications plan; and
  - Estimate of fees and resources required to implement the Plan.
- Revenue Reconciliation
- Other ARPA eligible fund uses

#### ■ **Task 3. Review Process**

- Prepared Revised Financial Estimates by Tranche, such as:
  - Capital and Social Infrastructure Projects
  - Public health emergency concerning COVID-19 or its negative economic impacts,
  - Lost revenue due to such emergency; and
  - Investments in water, sewer, or broadband infrastructure

#### ■ **Task 4. Program Support** *(Disbursement of Funds– End of Engagement)*

- Pre-Procurement
- Project Management
- Subrecipient Program Design and Management
- Assistance Program Design, Application Review

#### ■ **Task 5. Reporting** *(Month 3 – End of Engagement)*

- Administrative Duties
- Reconciling Reported Expenditures with Invoicing
- Authorized User Access to Treasury Portal for Quarterly Project & Expenditure Reports

#### ■ **Task 6. Monitoring Activities** *(Month 3 – End of Engagement)*

- Subrecipient Monitoring
- Internal Financial and Compliance Monitoring

**3.2.7.2 –** Our team is ready to begin work within 10 days of Notice to Proceed.

**3.2.7.3 –** Project completion date shall be February 28, 2027, 60 days after the December 31, 2026 conclusion of the ARPA Program Lifecycle. This will allow adequate time for proper closeout procedures and records archival.

## Tab 7- Pricing of Services



### RFQ NO: 22-0422100 PRICE PROPOSAL FORM

1. Provide the hourly rate of each category of Proposer's staff to be engaged in this project.

We would be happy to discuss our approach to fees and how services and level of effort may be matched to need in the implementation of the program. Per the Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions dated as of July 14, 2021, the costs of our professional services would be considered an allowable cost against the allocation to the City by the U.S. Treasury. The table below provides additional detail by personnel for estimated hours and hourly rates for the project duration. The overall fee covers the full range of services. As noted above, the services, level of effort, and fee can be the subject of discussion based on need.

Reflecting upon our ARPA work performed to date, we are proposing a budget for our services **\$459,210** for this program from the date of execution. The table below expresses our proposed Team's fixed hourly rate for each assigned position and support staff to be assigned or potentially to be assigned as part of providing services related to the American Rescue Plan.

| Task                        | Principal<br>\$250 | Senior<br>Consultant<br>\$185 | Consultant<br>\$150 | Junior<br>Consultant<br>\$115 | Total Hours  | Total            |
|-----------------------------|--------------------|-------------------------------|---------------------|-------------------------------|--------------|------------------|
| Initiation                  | 10                 | 20                            | 20                  | 20                            | 70           | \$11,500         |
| Needs Assessment            | 48                 | 72                            | 96                  | 96                            | 312          | \$50,760         |
| Review Process              | 40                 | 80                            | 100                 | 100                           | 320          | \$51,300         |
| Program Support             | 130                | 160                           | 210                 | 210                           | 710          | \$117,750        |
| Reporting                   | 80                 | 120                           | 160                 | 160                           | 520          | \$84,600         |
| Monitoring<br>Activities    | 120                | 140                           | 160                 | 160                           | 580          | \$98,300         |
| <b>Total Hours</b>          | <b>370</b>         | <b>500</b>                    | <b>630</b>          | <b>630</b>                    | <b>2,130</b> | <b>\$414,210</b> |
| Project Expenses            |                    |                               |                     |                               |              | \$45,000         |
| <b>Total Estimated Cost</b> |                    |                               |                     |                               |              | <b>\$459,210</b> |

Expenses for the project duration will be billed per section 112.061, Florida Statutes. If necessary, instead of on-site visits, periodic telephone conference calls or "WebEx" type meetings may be scheduled to discuss project status.

### Terms and Conditions

GSG is providing a quotation to assist the City of Opa-locka, Florida (City) utilizing the State of Florida Department of Management Services, Management Consulting Services Contract #80101500-20 (State Contract). The contract terms and conditions used in this document are managed by the Florida Department of Management Services and are in the State Contracts, Agreements and Price Lists. The State Contract is incorporated herein by reference and maintained in the contract manager's file. Contract Details can be found through the link below:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/state\\_term\\_contracts/management\\_consulting\\_services2](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services2)

### The City of Opa-locka, Florida

*ARPA Funding Consulting Services*

*RFQ # 22-0422100*

## Tab 8-References

*As important it is to hire the right firm, it is equally important to have the Team Members who performed the work and have the ability to drive efficiencies, effectiveness, best practices, and to maximize the benefit to the City while providing the regulatory safeguards in developing the City's ARPA Program. Our Team has collaboratively delivered the projects noted below.*

### JEFFERSON COUNTY PROSPERITY CARES ACT ADMINISTRATION

#### JEFFERSON COUNTY, FL

Jefferson County brought GSG in to help develop its local application of the American Rescue Plan Act, the Prosperity Plan. What we were able to help develop presented an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying local economy, creating a more resilient economic ecosystem, facilitating equitable opportunity for wealth creation, and creating lasting public value. This plan was constructed around five overarching priorities, all of which are interrelated and additive to the overall goals and outcomes:

- Strategic Investment in Infrastructure
- Strategic Investment in Local Business Incubation, Development, and Acceleration
- Strategic Investment in Revenue Stabilization and Diversification
- Strategic Investment in Leveraging State/Federal Programs and Liaison Services/Technical Assistance for Non-profit Partners and Community Organizations
- Strategic Investment in Economic Uncertainty

Since guidance from the U.S. Treasury is forthcoming, the Board of County Commissioners adopted this plan to provide the framework for the ongoing (and future) development of specific strategic initiatives, projects, and programs aligned with the American Rescue Plan. No individual project, program, or initiative will be executed until the County Manager returns with a further developed plan that allocates ARP dollars to specific projects, programs, and initiatives for the Board's consideration.

#### CLIENT / LOCATION

JEFFERSON COUNTY  
JEFFERSON COUNTY, FL

#### CLIENT CONTACT INFORMATION

Shannon Metty, Planning Official  
445 W Palmer Mill Rd  
Monticello, FL 32344  
(850) 342-0223  
smetty@jeffersoncountyfl.gov

#### TIME FRAME FOR COMPLETION

This project had a proposed time frame of 7 months.

Completed within this time frame: June 2020 to December 2020

**GSG IS CURRENTLY UNDER CONTRACT PROVIDING ARPA ADMINISTRATION AND BROADBAND ASSISTANCE TO JEFFERSON COUNTY, FLORIDA.**



## NASSAU COUNTY CARES ACT PLAN CARES ACT ADMINISTRATION

### NASSAU COUNTY, FL

Nassau County retained the team in June 2020 to develop and manage the implementation of the Coronavirus Aid, Relief, and Economic Security (CARES) Act program. The County allotted over \$4.5 million for individual, small business, and non-profit assistance programs. We worked closely with representatives from the Florida Division of Emergency Management (FDEM) and Nassau County when developing this program to ensure it was based on eligible and reimbursable expenditures that complied with the CARES Act:

- Development of eligibility criteria for allowable programs or services; pre-Award eligibility determination, allowable cost, or service review;
- Application review to prevent duplication of benefits (individuals, non-profit, and small business);
- Development of consistent documentation requirements compliant to U.S. Treasury guidance, FDEM requirements, County policy, Clerk of the Court's financial policies, and external audit requirements are pursuant to single audit provisions as well as application provisions promulgated in 2CFR200;
- Individual and small business assistance;
- Ongoing grants management, post-award compliance checklist development, and documentation retention.

#### CLIENT / LOCATION

NASSAU COUNTY  
NASSAU COUNTY, FLORIDA

Taco Pope, County Manager  
96135 Nassau Place, Suite 1  
Yulee, FL 32097  
(904) 530-6010  
tpope@nassaucountyfl.com

#### TIME FRAME FOR COMPLETION

This project had a proposed time frame of 12 months.

This project was completed within this time frame: June 2020 to March 2021

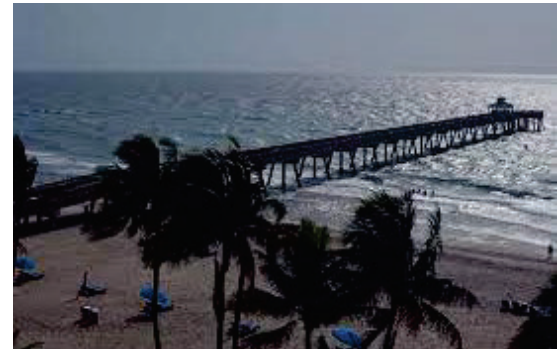
We safely and quickly assembled a team to work on-site to develop specialized processes and procedures, navigate issues that occurred during this process, and coordinate activities across multiple levels of city, county, and state government and FDEM. To effectively meet all required deadlines, we were able to distribute assistance and issue payments to those qualified within four months.

### The City of Opa-locka, Florida

ARPA Funding Consulting Services

RFQ # 22-0422100





## DEERFIELD BEACH ARPA ADMINISTRATION

### CITY OF DEERFIELD BEACH, FLORIDA

The City of Deerfield Beach County retained the team in May 2021 to assist in the develop, management and technical assistance of the City's ARPA "Revive, Renew, Recover" Plan." The Team's efforts, while currently underway, fall into the following three workstreams:

#### Task 1. Grants Technical Support

- Define sub-recipient program eligibilities.
- Establish procedures for preventing duplication of benefits.
- Provide advice to the City about accounting and compliance procedures related to federal grants.
- Provide guidance, technical, and administrative assistance in the implementation of assistance programs.

#### Task 2. Grants Management

- Support as required to meet all stated deadlines to meet ARP Act of 2021 required timelines to recover full reimbursement.
- Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.
- Track ARP documentation submitted to the Cognizant Agency
- Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.

#### CLIENT / LOCATION

CITY OF DEERFIELD BEACH  
DEERFIELD BEACH, FLORIDA

David Santucci, City Manager  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441  
(954) 480-4261  
dsantucci@deerfield-beach.com

#### TIME FRAME FOR COMPLETION

May 2021 to Present.

This project is currently on-going.

The City of Opa-locka, Florida

ARPA Funding Consulting Services

RFQ # 22-0422100

- Respond to any requests for audit information by any source and assist with preparing responses to any audit.
- Provide the City with a final report summarizing the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances.
- As needed, provide and present comprehensive financial reports and analysis to present to the City Council or Committees.
- Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.
- As requested, meet with federal or state representatives to discuss the City's COVID-19 related costs and expenditures.

### **Task 3. Grants Reporting**

- Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.
- Creating City documents that are in compliance with ADA requirements.
- Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.
- Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.
- Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
- Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information
- Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.



## SARASOTA COUNTY CARES ACT PLAN CARES ACT ADMINISTRATION

### SARASOTA COUNTY, FL

Sarasota County retained the team from September 2020 to March 2021 to administer the CARES Act funding. Our team performed the engagement from the initial application process, eligibility determination, to disbursement of funds. We worked directly with the County Administration and the Clerk of the Circuit Court.

The team performed tasks including calculating award amounts and verifying and validating documents submitted by the Business, Individual, Arts, Human Services, and Medical applicants. Business Assistance reached the goal of \$44 million by December 22, 2020, and Individual Assistance reached \$7.2 million.

The team assisted with disbursing a total amount of \$59,560,265.67 among the five programs, meeting the County's goal with no return in funding to the State of Florida Division of Emergency Management. The team assisted with 7,084 disbursements over \$59 million to 2,939 applicants after validating 6,283 applications. The team included 28 on-site team members from Junior Consultant to Principal from September 2020 through March 2021.

#### CLIENT / LOCATION

SARASOTA COUNTY  
SARASOTA COUNTY, FLORIDA

Richard Collins, Emergency Management  
Director  
1660 Ringling Blvd.  
Sarasota, FL 34236  
(941) 861-5578  
rcollins@scgov.net

#### TIME FRAME FOR COMPLETION

This project had a proposed time frame of  
12 months.

This project was completed within this time  
frame: September 2020 to March 2021



## Additional Client References

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name, Owner</b>     | <b>Prosperity Plan - Local Application of the American Rescue Plan Act, Nassau County, FL</b>                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Description of Services</b> | Nassau City's plan to leverage ARPA funding to propel the greater community forward by expanding and diversifying the local economy, creating a more resilient economic ecosystem, facilitating equitable opportunity for wealth creation, and creating lasting public-value. <ul style="list-style-type: none"> <li>■ Monitor program compliance including all Federal Funding requirements</li> <li>■ Experience with the U.S. Treasury, CARES Act and American Rescue Plan Act</li> </ul> |
| <b>Dates</b>                   | 2020 to Current                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Contact Information</b>     | Taco A. Pope, County Manager, <a href="mailto:tpope@nassaucoountyfl.com">tpope@nassaucoountyfl.com</a> , 904-530-6010                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Address</b>                 | 96135 Nassau Pl, Yulee, FL 32097                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name, Owner</b>     | <b>North Lauderdale American Rescue Plan – “Stronger, Better, Together”, North Lauderdale, Florida</b>                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Description of Services</b> | The City of North Lauderdale hired our team as comprehensive Program Managers for its ARPA funding, beginning with the development of its needs assessment and Spending Plan. The GSG team is currently assisting with all aspects of program implementation for both its community assistance programs and capital projects, including targeted community outreach, application design and eligibility determination, subrecipient monitoring, procurement advisory, and engagement of elected officials. |
| <b>Dates</b>                   | 2021 to Current                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Contact Information</b>     | Tammy Reed-Holguin, Community Development Director, <a href="mailto:tholguin@nlauderdale.org">tholguin@nlauderdale.org</a> , 954-597-4737                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Address</b>                 | 701 SW 71 <sup>st</sup> Ave, North Lauderdale, FL 33068                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## Why GSG?

Through our work with over 30 ARPA clients, we’ve learned there are no “one size fits all” solutions for the American Rescue Plan Act. Every community is unique. Every local government is unique. This means every ARPA plan must be uniquely designed and administered, navigating complex Federal requirements with a personal approach and solutions catered to serve those communities and governments. The successes and lessons learned serving communities for over 20 years provides GSG with the people and skills necessary to give The City of Opa-locka that level of service. We thank the City for its consideration.

# Tab 9 – Additional Forms



## 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: David G Jahosky

Title: Senior Vice President

State of Florida County of Seminole

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations

this 20th day of April, 2022.

By David G Jahosky

Personally known ☒ OR produced identification ☐

[Signature]

Notary Public

My Commission Expires 10/27/2023





**CITY OF OPA-LOCKA  
RFQ NO. 22-0422100**

**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 David G Jahosky the  
(Name)  
Senior Vice President of Government Services Group Inc.  
(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.

4/20/22  
Date

[Signature]  
Signature



## **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 proposal, 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.**

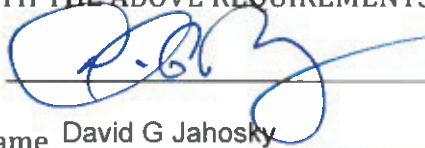
**C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer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

A handwritten signature in blue ink, appearing to read "D. G. Jahosky", is written over a horizontal line.

Printed Name David G Jahosky



## E-VERIFY FORM

### Definitions:

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

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

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

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

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

Company Name: Government Services Group Inc.

Authorized Signature: \_\_\_\_\_

Print Name: David G Jahosky

Title: Senior Vice President

Date: \_\_\_\_\_

4/20/2022



RFQ NO. 22-0422100

ARPA FUNDING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, for purposes of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt 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: Government Services Group Inc.

Address: 280 Wekiva Springs Rd., Protegrity Plaza, Ste. 2070

City, State, Zip: Longwood, FL 32779 Phone/Fax: (407) 629-6900

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 1996 State in which Incorporated: Florida

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

Robert Sheets      Exe. VP

11/05/82021

David Jahosky      Sr. VP

11/05/2021

Steve Spratt      Sr. VP

11/05/82021

6. The length of time in business: 26 years

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

26 years

8. Provide a list of at least three commercial or government references that the Proposer has supplied services meeting the requirements of the City of Opa-locka specification, during the last thirty-six months.

9. A copy of County and/or Municipal Business Tax Receipts - GSG is currently not required to hold the requested license by Seminole or Leon County, FL.

**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.





ANSERAD-01

KSUTTON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                           |                                                                      |  |                                      |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--|--------------------------------------|
| <b>PRODUCER</b><br><b>Ames &amp; Gough</b><br><b>8300 Greensboro Drive</b><br><b>Suite 980</b><br><b>McLean, VA 22102</b> | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): (703) 827-2277</b>  |  | <b>FAX (A/C, No): (703) 827-2279</b> |
|                                                                                                                           | <b>E-MAIL ADDRESS: admin@amesgough.com</b>                           |  |                                      |
| <b>INSURED</b><br><br><b>Government Services Group, Inc.</b><br><b>1500 Mahan Drive</b><br><b>Tallahassee, FL 32308</b>   | <b>INSURER(S) AFFORDING COVERAGE</b>                                 |  | <b>NAIC #</b>                        |
|                                                                                                                           | <b>INSURER A : National Fire Insurance Company of Hartford A(XV)</b> |  | <b>20478</b>                         |
|                                                                                                                           | <b>INSURER B : Continental Insurance Company A(XV)</b>               |  | <b>35289</b>                         |
|                                                                                                                           | <b>INSURER C : American Casualty Co of Reading, PA A(XV)</b>         |  | <b>20427</b>                         |
|                                                                                                                           | <b>INSURER D : Evanston Insurance Company</b>                        |  | <b>35378</b>                         |
|                                                                                                                           | <b>INSURER E :</b>                                                   |  |                                      |
| <b>INSURER F :</b>                                                                                                        |                                                                      |  |                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                    | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | 7011411355     | 10/26/2021              | 1/17/2023               | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b><br>MED EXP (Any one person) \$ <b>15,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                         |           |          | 7011411369     | 10/26/2021              | 1/17/2023               | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                      |
| <b>B</b> | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>                                                                                |           |          | 7011652381     | 10/26/2021              | 1/17/2023               | EACH OCCURRENCE \$ <b>10,000,000</b><br>AGGREGATE \$ <b>10,000,000</b><br>\$                                                                                                                                                                                                                |
| <b>C</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                          |           | N/A      | 7011411372     | 1/17/2022               | 1/17/2023               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                                               |
| <b>D</b> | <b>Professional Liab.</b>                                                                                                                                                                                                                                                                                                            |           |          | MKL77PL0005111 | 1/17/2022               | 1/17/2023               | <b>Per Claim/Aggregate</b> <b>2,000,000</b>                                                                                                                                                                                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: RFQ No: 22-0422100 ARPA Funding Consulting Services

City of Opa-Locka, FL is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                                     |                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Opa-Locka</b><br><b>Office of the City Clerk</b><br><b>780 Fisherman Street, 4th Floor</b><br><b>Opa Locka, FL 33054</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                                     | AUTHORIZED REPRESENTATIVE<br>                                               |



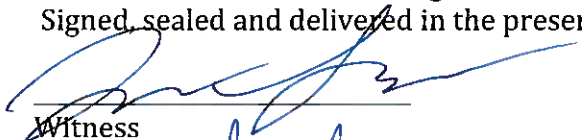
**CITY OF OPA-LOCKA  
NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

David G Jahosky being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Signature

David G Jahosky Senior Vice President  
\_\_\_\_\_  
Print Name and Title



## E-VERIFY

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

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

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

# *State of Florida*

## *Department of State*

I certify from the records of this office that GOVERNMENT SERVICES GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 31, 1996.

The document number of this corporation is P96000104587.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 15, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of March, 2022*



*Randy Rye*  
**Secretary of State**

Tracking Number: 0130041921CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# Appendix A – Staff Resumes



#### Education

Master of Arts, Political Science, The University of Florida

Bachelor of Arts, Political Science, The University of Florida

#### Licenses/Certifications

Certificate of Public Administration - University of Florida, 1993

#### Organizations/Affiliations

Member, Government Finance Officers Association

Member, Project Management Institute

#### Experience

Years' Experience: 27

Years with Anser: 5

## DAVID G. JAHOSKY PROJECT DIRECTOR

David brings highly specialized experience helping local governments become more efficient and focused with everything from staffing analysis to program and infrastructure funding and accounting. From studies to identify costing optimization and revenue recovery to grant compliance and performance audits, David has helped local and state governments develop the processes and policies necessary for greater efficiency in both human and financial resources.

David spent 14 years with a "Big 4" accounting firm in the regulatory compliance practice for State and Local Governments. David is currently managing a premier team that specializes grants administration services, including Davis-Bacon and prevailing wage rates. The scope of services provided by our Team includes American Rescue Plan Act, CARES Act, CDBG, CDBG-DR, and SHIP and CARES Act grants management, grants administration, and grants compliance.

## REPRESENTATIVE EXPERIENCE

### Nassau County, Florida – American Rescue Plan

Nassau County retained GSG in April 2021 to help develop the County's Prosperity Plan - the local application of the American Rescue Plan Act. As such, the Nassau Florida Prosperity Plan is an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying our local economy, creating a more resilient economic ecosystem, facilitating an equitable opportunity for wealth creation, and creating lasting public value.

The Nassau County Prosperity Plan has been constructed around five overarching priorities that are interrelated and additive – each builds one upon the other to create a whole greater than the sum of the parts.

- Strategic Investment in Infrastructure
- Strategic Investment in Local Business Incubation, Development and Acceleration
- Strategic Investment in Revenue Stabilization and Diversification
- Strategic Investment in Leveraging State/Federal Programs and Liaison Services/Technical Assistance for Non-profit Partners and Community Organizations
- Strategic Investment in Economic Uncertainty

### Nassau County, Florida – Nassau CARES

Nassau County retained the team in June 2020 to administer the CARES Act program. We worked closely with representatives from the Florida Division of Emergency Management (FDEM) and the County in developing a CARES Act Program based on eligible and reimbursable expenditures that complied with Section 5001 of the CARES Act.

- Development of eligibility criteria for allowable programs or services,
- Pre-Award eligibility determination,
- Allowable cost or service review,
- Application review to prevent duplication of benefits (Individuals and Non-Profit and Small Business)
- Development of consistent documentation requirements compliant to U.S. Treasury guidance, FDEM requirements, County policy, Clerk of the Court's financial policies, and external audit requirements are pursuant to single audit provisions as well as application provisions promulgated in 2CFR200.
- Individual and small business assistance
- Ongoing grants management, and development of post-award compliance checklist and documentation retention

The County issued payments to qualified individuals, businesses, and non-profit organizations within four months. We quickly, effectively, and safely assembled a team to work on-site at the County. To accomplish these tasks, the team had to develop new processes and procedures, navigate complex solutions, and coordinate activities across multiple levels of County government and FDEM.



## CHRIS POLISCHUCK PROJECT MANAGER

Chris has been serving public sector entities exclusively for over 35 years, including State of Florida clients for over 20 years, including over 10 years with a “Big 4 accounting firm,” helping them meet the challenges they face in serving the public good – achieving regulatory compliance, improving operations and performance, and enhancing accountability and reporting. Chris has extensive experience in government client service delivery and project management at all levels of government. Chris’ current and past clients include large state agencies, counties, cities, transit agencies, and the Federal government.

### Education

Master of Public  
Administration, The Ohio  
State University

Bachelor of Business  
Administration, The Ohio  
State University

### Organizations/Affiliations

Member, Government Finance  
Officers Association

Member, Association of  
Government Accountants

### Experience

Years’ Experience: 35

Years with Anser: 3

## REPRESENTATIVE EXPERIENCE

### Nassau County, Florida – American Rescue Plan

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## JOSEPH SHEETS, MBA TEAM LEAD, PROGRAM MANAGEMENT

Joseph specializes in applying the American Rescue Plan. He is responsible for working closely with the Team to ensure the success of all workstreams. As the Project Manager for several American Rescue Plan clients, Joseph has helped create Standard Operating Procedures for project eligibility determinations, risk mitigation, and revenue loss analysis. His understanding of the American Rescue Plan and its complexities has helped clients maximize their usage of funds, mitigate potential clawback exposure, and create communications plans for their staff and communities.

### Education

Master of Business  
Administration, The  
University of Central Florida  
  
Bachelor of Arts, The  
University of Central Florida

### Organizations/Affiliations

Member, Government Finance  
Officers Association

### Experience

Years' Experience: 12  
Years with Anser: 1

Joseph served in the private sector for 12 years, innovating dynamic solutions to modern business challenges. As a transformative leader for a private firm with over \$600 million in revenue, he helped create new strategies in operational efficiency, supply chain, logistics, price optimization, market strategy, and project management. He created and implemented new market strategies across the State of Florida, helping businesses understand and cater to local markets more effectively. His skills in supply chain management established lasting procedures and protocols that maximized savings at every cost center. Joseph utilizes his extensive private sector experience and skills to enhance local government services.

## REPRESENTATIVE EXPERIENCE

### Nassau County, Florida – American Rescue Plan

Nassau County retained GSG in April 2021 to help develop the County's Prosperity Plan - the local application of the American Rescue Plan Act. As such, the Nassau Florida Prosperity Plan is an opportunity to leverage federal dollars to propel the greater community forward by expanding and diversifying our local economy, creating a more resilient economic ecosystem, facilitating an equitable opportunity for wealth creation, and creating lasting public value.

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- Strategic Investment in Economic Uncertainty

### American Rescue Plan Client Experience

#### Representative Florida Clients

- City of Dania Beach, Florida
- City of Fernandina Beach, Florida
- City of Lake Wales, Florida
- City of Leesburg, Florida
- City of Lighthouse Point, Florida
- City of Mascotte, Florida
- City of Monticello, Florida
- City of North Lauderdale, Florida
- City of Ocoee, Florida
- City of Titusville, Florida
- City of Vero Beach, Florida
- Jefferson County, Florida
- Nassau County, Florida

#### Other Local Governments Clients

- City of Everett, Massachusetts
- City of Cherry Hill, New Jersey
- City of Scranton, Pennsylvania
- City of Alvin, Texas





## **CHRIS CURINGTON** **PROJECT MANAGER**

Chris Curington is a highly skilled program project management professional with over 12 years of specialized experience in grant writing and infrastructure project planning. Chris has served clients throughout the United States and internationally and contributed to numerous projects, including fire assessment and grant writing services, and renewable energy, residential, wastewater, stormwater, communication, and transportation infrastructure development projects. Working closely with the Anser American Rescue Plan team, Chris helping local governments become more efficient and focused on project analysis and program and infrastructure funding.

### **REPRESENTATIVE EXPERIENCE**

#### **City of Deerfield Beach, American Rescue Plan Phase I and II, Deerfield Beach, FL**

Chris is part of the team that is providing American Rescue Plan Phase I and Phase II needs assessment consulting and advisory services and formulating a spending plan for ARP funds distributed in the City of Deerfield Beach. The team identified spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$16 million in combined ARP initiatives. Chris is currently assisting the City in selection of projects and administration of programs to help maximize long term local benefit, mitigate risk exposure, and ensure procedural and reporting compliance.

#### **City of Brooksville, American Rescue Plan Phase I and II, Brooksville, FL**

Chris is part of the team that is providing American Rescue Plan Phase I and Phase II needs assessment consulting and advisory services and formulating a spending plan for ARP funds distributed in the City of Brooksville. The team identified spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$4 million in combined ARP initiatives. Chris is currently assisting the City of Brooksville in administering the ARPA funding and developing engagement strategies, holding public meetings, and collecting data to inform a regional gap analysis and select and administer projects which will maximize long term benefit to the local community.

#### **City of Newberry, Grant Writing Services, Newberry, FL**

Anser is assisting City of Newberry in continuing grant writing services for local infrastructure and economic development projects. Chris has submitted grants to the State of Florida to develop a regional Agri-tech business park and the Champions Park Sports Facility on behalf of the City.

#### **State of Florida Division of Emergency Management, Hazard Mitigation Grant Program, Tallahassee, FL**

As a Planner with the Hazard Mitigation Grant Program, Chris has assisted private and public sector agencies in disaster mitigation projects under the Hazard Mitigation Grant Program, Local Mitigation Strategies, FEMA, as well as the National Flood Insurance Program. Chris drafted, researched, and submitted successful grant applications leading to federal funding for local mitigation projects in five Florida counties.

#### **Seoul National University, City Energy Lab, Seoul, South Korea**

As a researcher in the City Energy Lab at Seoul National University, Chris participated in several projects focused on “Smart Energy Neighborhoods” with responsibilities including professional reports and academic journal submissions. Chris’s other duties included the submission and editing of academic articles, research grant applications, website maintenance, and the organization and writing of the lab newsletter.

### **Education**

Doctor of Environmental Planning, Seoul National University, Seoul, South Korea

Master of Urban Planning, Florida State University, Tallahassee, FL

Bachelor of Science, History, Florida State University, Tallahassee, FL

### **Licenses/Certifications**

Emergency Management Institute – National Response Framework, FEMA

ARC GIS Certification

International Teaching Certification

### **Organizations/Affiliations**

American Planning Association

APA Florida

Asian Planning Association

CS Ambassador - Seoul

### **Experience**

Years’ Experience: 12

Years with Anser: 1



#### Education

Master of Arts Public Interest  
Media and Communication,  
Florida State University,  
Tallahassee, FL

Bachelor of Arts, Digital Media  
Production, Florida State  
University, Tallahassee, FL

#### Licenses/Certifications

Graduate Certificate in Project  
Management, Florida State  
University, 2021

#### Organizations/Affiliations

Project Management Institute

#### Experience

Years' Experience: 3

Years with Anser: 3

## HOLLY VERA PROJECT MANAGER

Holly Vera is a program project management professional with specialized experience working with national program management teams in the delivery of grant management and compliance services. Holly previously supported the team working with Florida's Executive Office of the Governor on natural disaster recovery efforts that impacted many local governments throughout Florida. She also helped the grants management and financial validation consultants who primarily supported state and local governments seeking FEMA Disaster Response reimbursements.

She has served as the Project Lead and supports the Senior Project Manager for CARES Act, FEMA reimbursement and grants administration services for several Florida government clients including Taylor County, Nassau County, and the Florida Department of Corrections. Her extensive experience with CARES Act has allowed her to incorporate those skills with ARPA clients and projects.

## REPRESENTATIVE EXPERIENCE

### City of North Lauderdale, American Rescue Plan Consulting Services, North Lauderdale, FL

Holly is part of the team that is providing American Rescue Plan Phase I needs assessment consulting and advisory services and formulating a spending plan for ARP funds distributed in the City of North Lauderdale. The team identified spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$16.3 million in combined ARP initiatives.

### Sarasota County, CARES Act Consulting Services, Sarasota County, FL

In September 2020, Anser worked as the prime subcontractor to assist the County with CARES act funding distribution for individual, small businesses and art and health services organization assistance needed in response to COVID-19. Sarasota County allotted approximately \$60 million for these programs required to be distributed to qualified individuals, businesses, and non-profit organizations within five months. Anser and the prime team seamlessly integrated into the existing County team to successfully distribute all of the funds. To accomplish this, the team had to learn, adapt, and map the processes; navigate a complex software solution; and coordinate activities across multiple levels of County government.

### Taylor County, CARES Act Consulting, Taylor County, FL

Anser served as the Prime Contractor for Taylor County as part of the FDEM CARES Act administered program. Holly served as an Assistant Project Manager on a variety of initiatives. Anser worked closely with clients and provided the following services to the counties, such as:

- Development of eligibility criteria for allowable programs or services,
- Pre-award eligibility information
- Allowable cost or service review
- Application review to prevent duplication of benefits
- Development of consistent documentation requirements compliant to United States Treasury guidance, FDEM requirements, County policy, Clerk of the Court's financial policies, and external audit requirements were pursuant to single audit provisions as well as application provisions promulgated in 2 CFR 200
- Individual assistance (foreclosure prevention, rental assistance, utility assistance)
- Ongoing grants management
- Development of post-award compliance checklist and documentation retention



## **KRISTIN PLEWS** **ASSISTANT PROJECT MANAGER**

Kristin Plews has a wide range of skills from her previous years of experience in customer service and serving clients in the healthcare and private sector. Since being with Anser, Kristin has been an essential part of the American Rescue Plan team. As an Assistant Project Manager, she has worked on various projects assisting with meeting deliverables and providing clients with the tools for successful implementation of the federal funds.

### **REPRESENTATIVE EXPERIENCE**

#### **City of North Lauderdale, American Rescue Plan Consulting Services, North Lauderdale, FL**

The City of North Lauderdale has been working closely with Anser on the implementation of American Rescue Plan funds. The team has been able to work closely with the City to assess priorities and align the projects with the ARPA funds. The focus for the usage of ARP has been resilience and long-term effects for the selection of projects. One of the focuses of the City of North Lauderdale was to provide direct help to its residents. The City is using ARPA funds for community development projects, in which the residents are receiving assistance for repairing their homes and strengthening the households against the hurricanes that are prevalent in South Florida. Anser will be assisting the City with all the varying projects but has been most involved in these ones – from creating a communications plan to reach residents to redesigning projects to be more accessible to North Lauderdale residents.

#### **City of Fernandina Beach, American Rescue Plan Consulting Services, Fernandina Beach, FL**

Anser has been working alongside the City of Fernandina Beach to formulate a resiliency plan specific to the City's needs for the American Rescue Plan Funds. The City has adopted the initiative to use the ARPA funds to preserve, conserve, and invest in the city. Being a coastline city, it has a history of flooding and storms, which have a large impact on the businesses and residents. Due to the stormwater concerns, the City is primarily using the funds to go toward water infrastructure and stormwater projects. The Anser ARPA team is collaborating with the City to allocate the remaining funds and aid in reporting and compliance for the selected ARPA projects.

#### **City of Dania Beach, American Rescue Plan Consulting Services, Dania Beach, MA**

Kristin is part of the team that is providing American Rescue Plan Phase I needs assessment consulting and advisory services and formulating a spending plan for ARP funds distributed in the City of Dania Beach. The team is currently identifying spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$13.6 million in combined ARP initiatives.

#### **City of Mascotte, American Rescue Plan Consulting Services, Mascotte, FL**

Kristin is part of the team that is providing American Rescue Plan Phase I needs assessment consulting and advisory services and formulating a spending plan for ARP funds distributed in the City of Mascotte. The team is currently identifying spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$3 million in combined ARP initiatives.

#### **Township of Cherry Hill, American Rescue Plan Consulting Services, Cherry Hill, NJ**

Kristin is part of the team that is providing American Rescue Plan Phase I needs assessment consulting and advisory services and formulating a spending plan for ARP funds distributed in the Township of Cherry Hill. The team is currently identifying spending priorities by the United States Treasury expense category, geographic or census tract area, aligning to locally adopted capital improvement programs, and revenue loss calculations and reviews for collectively over \$11.6 million in combined ARP initiatives.

#### **Education**

Bachelor of Science, Exercise  
Physiology, Florida State  
University, Tallahassee, FL

#### **Experience**

Years' Experience: 1

Years with Anser: 1



#### Education

Bachelor of Arts,  
 Communication, University of  
 North Florida, Jacksonville, FL  
 (2023)

Associates of Arts, Tallahassee  
 Community College, Tallahassee,  
 FL

#### Experience

Years' Experience: 1.5

Years with Anser: 1.5

## DANIELLE HENDRY

### ASSISTANT PROJECT MANAGER

Danielle Hendry is a program project management professional with specialized experience helping local governments become more efficient and focused on project analysis and program and infrastructure funding. Danielle has helped local and state governments alike implement the processes and policies necessary for greater human and financial resource efficiency, from grant compliance to eligibility requirements.

### REPRESENTATIVE EXPERIENCE

#### State of Florida, Emergency Rental Assistance Program (ERAP), Florida

Tidal Basin retained the Anser ARPA team in May 2021 to help with the Emergency Rental Assistance Program - the state application of the American Rescue Plan Act. As such, this was an opportunity to aide citizens from all parts of the state of Florida with rental and utility assistance. This propelled the state of Florida forward by alleviating the stress of overdue (or prospective) utility and rental bills for tenants, landlords, and utility companies. The ERAP daily duties consisted of:

- Pre-Award eligibility determination
- Application review to prevent duplication of benefits
- Ensure the team is up to date with understanding new implementations as the program progressed
- Supervise a team of 25 Eligibility Specialists to ensure cases are worked correctly and in a timely manner
- Train employees on program eligibility, program logistics, and computer skills

#### City of North Lauderdale, American Rescue Plan Consulting Services, North Lauderdale, FL

The City of North Lauderdale, Florida retained the Team in March 2022 to administer the Storm Protection and Residential Home Repair Programs. We worked closely with representatives from the County in developing Storm Protection and Residential Home Repair Programs based on eligible and reimbursable expenditures. Components of these programs included:

- Development of eligibility criteria and deliverables for allowable programs or services
- Pre-Award eligibility determination
- Application review to prevent duplication of benefits and ensure eligibility of applicants (Individuals, Non-Profit, and Small Business)
- Individual and small business assistance
- Ongoing grants management and development of post-award compliance checklist and documentation retention
- Communications Plan and Social Media Development
- Presentations and Deliverables of ongoing programs at Informational Sessions

#### City of Brooksville, American Rescue Plan Consulting Services, Brooksville, FL

The City of Brooksville retained the team in March 2022 to lead on compliance and oversight of their received ARPA funding. We worked closely with representatives from the County in developing their Request for Proposals on the projects to be done with ARPA funding.

#### Wakulla County, Septic to Sewer Program, Wakulla County, FL

Wakulla County retained the Anser team in December 2021 to help with the Septic to Sewer Grant Program. As such, this was an opportunity to aide residents of Wakulla County with septic and sewer home renovation. The local Wakulla County Septic to Sewer Program surrounds the following activities on an everyday basis:

- Pre-Award eligibility determination,
- Application review,
- Documentation review,
- Application outreach if more information is needed,
- Contractor outreach

April 22, 2022

City of Opa-Locka  
RFQ NO: 22-0422100

# ARPA FUNDING CONSULTING SERVICES



**The Balmoral Group**

165 Lincoln Avenue  
Winter Park, FL 32789  
407-629-2185 x104  
Valerie Seidel, President



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## Tab 2 - Letter of Transmittal

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April 18, 2022

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

**Re: RFQ NO: 22-0422100 ARPA Funding Consulting Services**

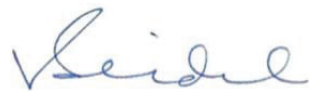
As the COVID-19 pandemic reaches its two-year milestone, sales tax revenues and economic activities have seen increases. However, year to year revenue expectations are still below pre-pandemic forecasts. During COVID-19, the City of Opa-Locka took extraordinary actions to protect the public health, safety and welfare of its citizens and businesses. Additionally, Congress passed the American Rescue Plan Act (ARPA) in order to invest in communities and mitigate the harm caused by COVID-19. Opa-Locka was awarded \$7,957,062 as part of this Act and requires a consultant to assist the city in ensuring compliance with federal, state, county and other agency requirements through these funds.

The Balmoral Group presents its qualifications to perform the above work for the City. We are very familiar this type of work and have specifically provided grants management services for Hernando County and the City of Edgewood (ARP Funds), as well as advisory services to clients seeking to match ARPA funds with other funding sources. We are also well-versed in requirements for reporting and for allowable use of funding. Since 2014, The Balmoral Group has provided grant management services to the Gulf Consortium, the organization of the 23 Gulf Coast counties charged with implementing \$293 million in funding (Florida's RESTORE Council Bucket 3) from the Deepwater Horizon settlement.

The following persons are authorized to make representations for The Balmoral Group.

- Valerie Seidel, President at 165 Lincoln Avenue, Winter Park, FL 32789, Phone 407-629-2185 x104
- Jennifer Nunn, Vice President/Corporate Secretary at 165 Lincoln Avenue, Winter Park, FL 32789. Phone 407-629-2185 x108

The undersigned Valerie, Seidel, President certifies the contents of this response to the City's Request for Quotes.



Valerie Seidel  
President

The Balmoral Group

## Tab 3 - General Information

---

**Name of Business:** The Balmoral Group

**Mailing Address and Phone Number:**

165 Lincoln Avenue, Winter Park, FL 32789  
407-629-2185

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

Valerie Seidel, President, 407-629-2185 ext104

**Normal business hours.**

Monday – Friday 8am-5pm

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

Local business. LLC

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

August 5, 2004 in Florida

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

Winter Park, Florida

**Indicate whether the business is a parent or subsidiary in a group of firms/agencies.**

**If a subsidiary, please state the name of the parent company.**

Parent

**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.**

Licensed to do business in Florida



## Tab 4 – Project Approach

---

### **Kickoff Meeting**

Timing is critical with grants management. Our first step will be to meet with City and obtain information regarding planned improvement projects, overall objectives, funding available from internal sources for matching, and timelines. A proposed status meeting schedule and confirmation of all administrative details, including signature routing, delegated authority and turnaround times, would be agreed at task inception and maintained timely throughout the task assignment.

We would work closely with City administration and stakeholders to identify the particular utility infrastructure projects in order to align projects with potential funding source priorities.

### **Grant Administration Services**

Once potential grants are identified, a draft schedule of all required submittal data, deliverables, monitoring and anticipated funding will be prepared for review with the project team to ensure common understanding of grants management requirements. The team will prepare grant application language, milestones and other draft content for confirmation and review with the City, and timely submittal of all required forms. Upon award, all relevant dates and reporting requirements will be flagged to ensure compliance. We will confirm that all required tracking is setup properly to support grant disbursement and avoid “claw back” in later audits. Thirty days’ notice for all deadlines will be entered into calendar appointments for all critical dates, allowing sufficient time to gather documentation and prepare forms for any required review or approval by the City. One hundred twenty days prior to scheduled end of the performance period, we will confirm project progress toward close-out, or request a No Cost Extension if timely completion is in peril. We will prepare all Closeout documentation and file timely, in coordination with Financial reporting.

### **Finance/Program Recommendations**

This task includes procurement oversight, organizing, reviewing, evaluating, auditing, and tracking requests for CSLFRF reimbursement, response to requests for audit information. Our accounting team strictly follows all Federal Acquisition Regulation (FAR) guidelines for internal and external financial reporting purposes. We use a cost accounting system for our projects and we would use the same to meet the City’s accounting needs as well. All of our consolidated financial statement preparation is done in accordance with generally accepted accounting principles (GAAP). We use a DCAA-compliant brand of accounting and timekeeping software and create unique and distinct job numbers for each individual project for our clients. Our employees are then able to specifically divide their time worked among these projects down to the minute. Our accounting team routinely audits the employee’s time sheets for completeness and correctness. We propose to build on our use of this software to include all tasks and responsibilities for the City, and define as many job numbers (and sub-tasks) as needed to accommodate the scope of activities.

The Balmoral Group has extensive experience with Florida financial records, disclosure, and reporting laws having worked with city, state, state authorities for over 12 years. We have been excellent stewards of millions of dollars in state contract dollars in terms of fiduciary duty, financial management, and efficiency. We would treat the financial reporting, record keeping, and financial management of the ARP grants with the same due care and consideration. Our staff are also well-versed in compliance requirements (mainly

2 CFR part 200 for federal funding), and the effects of compliance on procurement, timing of funding, cost allocation, post-award monitoring, reporting, and close-out. As a result of our proactive approach to ensuring compliance with requirements for internal controls and segregation of duties, we were able to achieve an improved risk rating for the Gulf Consortium, allowing the Consortium to access funds timelier and with less overhead cost. Our grant consultants have performed oversight on procurements and audits related to The Gulf Consortium and has processes in place to ensure that all projects are executed in compliance with applicable regulations and federal guidelines. These processes would be directly applied to the City of Opa-Locka. Monthly and final reports will be provided to the City which summarize total reimbursement requested and total expenditures. Additionally, monthly detailed billing statements regarding our hours and cost incurred providing these consultancy services will be provided.

## Workshops

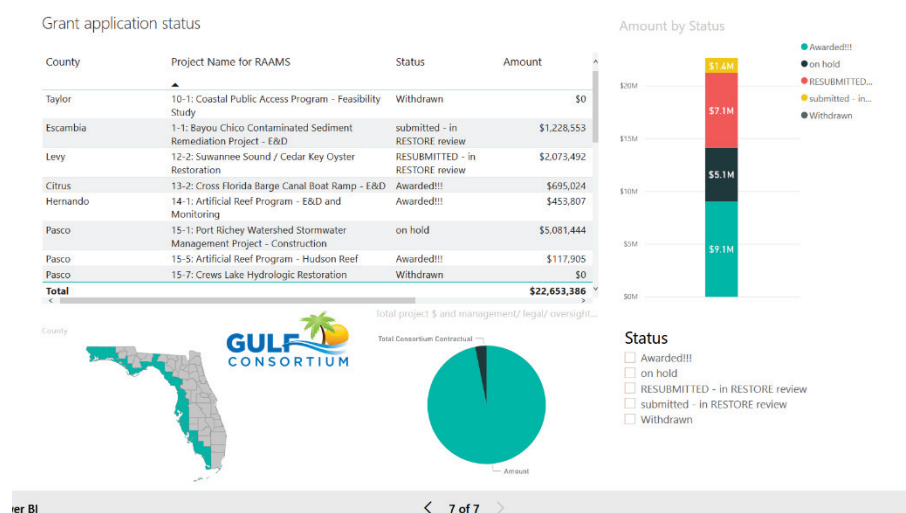
This task identifies city commission workshops. TBG has established broad skills in group facilitation, promoting mindful discussion, and consensus development. Our specific experience in consensus building and developing participant buy-in through improving pools of options, sharing understanding of positions, and creating synergies for the City is an additional added value. The number of workshops facilitated will be determined at project kick-off.

## Dashboard

An easily accessible online data dashboard will allow the public and other City stakeholders to access in real-time all ARPA grants activity and funding status. An example of this online data dashboard is illustrated in our work for the Gulf Consortium. Because of the federal funding underpinning all of the Gulf Consortium's projects and Sunshine Law requirements around all Gulf Consortium projects, transparency is of utmost importance. To maintain transparency and improve communication, we developed an online dashboard to monitor project status and review available funding. Balmoral developed the dashboard so that policymakers (and their staff) have constant access to current information - a sample page is shown in **Figure 1** and at: <http://datavisual.balmoralgroup.us/GulfConsortiumProjects>.

Federal funding management requires planning and aggressive grants management to ensure project performance aligns with grant contract schedules. All of our staff put forward for this project have experience with grant requirements and the importance of understanding scope specifications and deliverables schedules.

**Figure 1. Example dashboard grants management status reporting**



## Tab 5 – Experience and Qualifications (Personnel History and Experience)

The Balmoral Group has been in business for 18 years. A key strength of our firm stands in the combination of technical/engineering expertise and grants administration experience. This understanding of infrastructure project design and permitting provides important context in our grant management services.

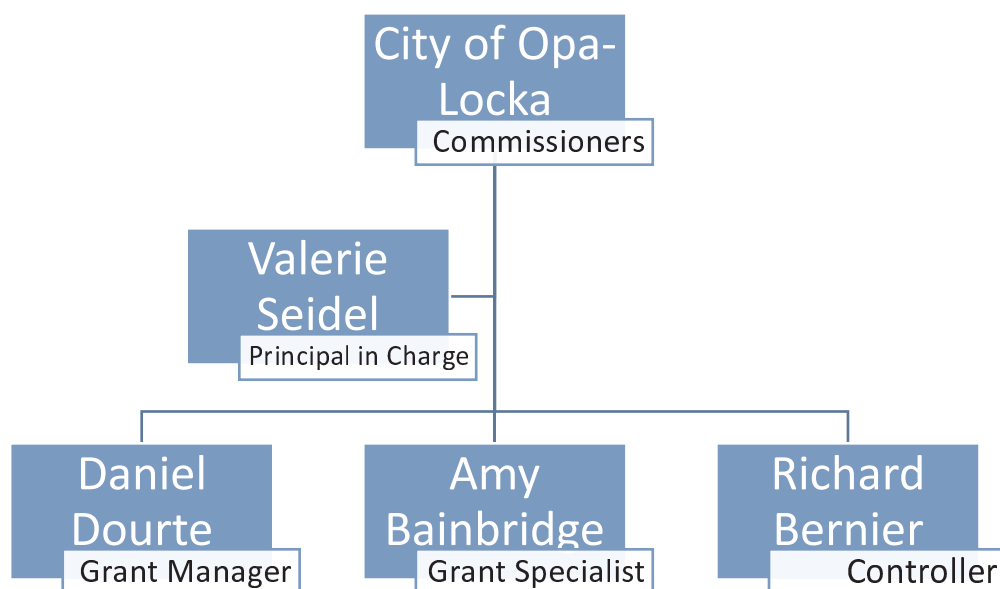
The Balmoral Group is experienced with detailed research and compilation of available state, federal and private funding sources. Recently, we provided similar services to the Indian River Lagoon Council in regards to stormwater and water quality funding for their CCMP (**Figure 2**). The team reviewed hundreds of funding sources for compatibility with IRL objectives, identified those most likely to be successful, matching requirements, timelines and probability of success. Similar work was completed for Miami-Dade County, identifying public and private sources to improve waterfront access for recreation.

**Figure 2. Example from IRL project of state sources for funding CCMP objectives**

| Funding Program                                     | Stormwater | WWTFs and Septic Systems | Habitat Restoration | Muck Removal and Navigation | Monitoring and Research | Capital Construction | Award Midpoint |
|-----------------------------------------------------|------------|--------------------------|---------------------|-----------------------------|-------------------------|----------------------|----------------|
| Beach Management Funding Assistance Program         |            |                          | x                   |                             | x                       |                      | 8,719,181      |
| Coastal Partnership Initiative program              |            |                          | x                   | x                           | x                       | x                    | 35,000         |
| Federal Clean Water Act Section 319(h) Funding      | x          | x                        | x                   |                             | x                       |                      | 325,000        |
| Stan Mayfield Working Waterfronts grant program     |            |                          | x                   |                             |                         | x                    | 65,625         |
| Rural and Family Lands Protection Program           |            |                          | x                   |                             |                         |                      | 74,000         |
| SJRWMD - District Wide Cost Share Program           |            |                          |                     |                             |                         | x                    | 1,500,000      |
| SJRWMD - Agricultural Cost-Share Programs           | x          |                          | x                   |                             |                         | x                    | 125,000        |
| SFWMD - Cooperative Funding Program                 | x          | x                        |                     |                             |                         | x                    | 578,000        |
| FFWCC - Derelict Vessel Grant                       |            |                          |                     |                             |                         |                      | 500,000        |
| FFWCC - Florida's State Wildlife Grants Program     |            |                          | x                   |                             | x                       |                      | 155,855        |
| FFWCC - The Harmful Algal Bloom (HAB) Grant Program |            |                          |                     |                             | x                       |                      | 163,452        |
|                                                     |            |                          |                     |                             |                         |                      | \$12.2M        |

**Figure 3** describes the relationship of the Management Team to Opa-Locka. Valerie Seidel, Manager, will be supported by Dan Dourte, Ph.D., Amy Bainbridge, M.S. and Richard Bernier, MBA. Administrative staff will also be available for the duration of the project. Ms. Seidel, Dr. Dourte, and Ms. Bainbridge all have experience researching, drafting and shepherding grant applications and award documents through the grant funding process. While not shown in the organizational chart, The Balmoral Group includes 10 additional P.E.'s, and 8 non-P.E. engineers for support. Richard Bernier, Controller for The Balmoral Group, will provide financial management and accounting services support. Mr. Bernier has provided similar duties over the past two years disbursing grants under the State Expenditure Plan for the Gulf Consortium and related reporting and compliance services for Hernando County and City of Edgewood American Rescue Plan Grant Consultant services.

**Figure 3. Staffing Chart**



**Valerie Seidel** will be Principal-in-Charge for this contract. Valerie Seidel spent ten years as a federal regulator and is very familiar with the federal working timelines, practice, and terminology. Valerie has worked closely with clients to secure State and Federal funding for a broad range of projects. She is principal in charge for the Gulf Consortium which oversees the BP Oil spill funds and for Hernando County and City of Edgewater ARP grants management. Past examples include assisting the St. Johns River Water Management District in developing grant requests from the USEPA through the National Estuary Program to evaluate the effects of sea level rise on seagrass habitat in the Indian River Lagoon. Valerie was project manager on a project for Highlands County Economic Development Council which included two grant requests through the Florida Defense Alliance for economic development strategies tied to the presence and activities of the Avon Park Air Force Range, including a proposed runway expansion. For Seminole County she assisted in its efforts to secure a Homeland Security grant for a business resource inventory for emergency support functions and coordinated with the City of Webster to obtain a technical assistance grant from the Dept. of Economic Opportunity for analysis of the impacts of recreational trail facilities

**Valerie Seidel Education:** M.S. University of Sydney (AU), Economics  
B.S. Accounting, University of Tampa

**Daniel Dourte, Ph.D., Senior Consultant:** A skilled facilitator and project manager, Dr. Dourte works closely with RESTORE Coordinators from the 23 counties of the Gulf Consortium facilitating 10-12 meetings each year, in which county personnel convene on lessons-learned from implementation of grant projects funded by Treasury and RESTORE Council. Dan co-led the Edgewood project, assisting the City in determining how best to manage their ARP funds. Other past work includes the USDA project - Southeast Climate Extension, which included workplan development across multiple government agencies, universities and disciplines, strategy development and regulatory compliance.

**Daniel Dourte Education:** Ph.D., UF, Agricultural and Biological Engineering  
B.S., Messiah College, Mechanical Engineering

**Amy Bainbridge** is efficient and highly effective in data collection, grant application drafting and grants management and monitoring. Amy completed her Masters working on SEANET, a \$20 million NSF-funded research program. She has been involved with grant support to Gulf Consortium management, City of Edgewood and Hernando County, as well as the IRL funding research, reviewing hundreds of funding sources for compatibility with IRL objectives. For this project she will provide grant support to Dan and Valerie, and subject matter expertise.

**Amy Bainbridge Education:** M.S. University of Maine, Economics  
B.S. UCF, Economics (Honors)  
B.A. Ohio State, English

**Richard Bernier**, Controller for The Balmoral Group, will provide financial management and accounting services support. Mr. Bernier has provided such duties over the past two years disbursing grants under the State Expenditure Plan and American Rescue Plan Grant Consultant Services for Hernando and the City of Edgewood.

**Richard Bernier Education:** B.S. Business Administration and Management  
Master of Business Administration

Unlike consulting firms dedicated to either management or accounting services alone, The Balmoral Group can provide additional capacity in research, statistics, finance, GIS and engineering. Questions or concerns that would otherwise require subcontracting may be addressed “in-house” efficiently by staff familiar with grants management, local government planning, and state and federal funding. In sum, TBG can complement its indicated grant management services with its recognized skills in natural resource economics, community level socio-economics and civil engineering.

Resumes for key personnel are included on the following pages.



## VALERIE SEIDEL

Principal Economist



### EXPERIENCE

32 years

### EDUCATION

- University of Sydney, Australia; Master of Commerce in Economics
- University of Central Florida; Post-graduate studies: Environmental Economics
- University of Tampa; Bachelor of Science Accounting, Economics

### PROFESSIONAL AFFILIATIONS

- Leadership Florida Class XXXI
- American Applied Economics Association
- Association of Environmental and Resource Economists

### PROFILE

Valerie Seidel is President and Principal Economist of The Balmoral Group. Her economics experience has focused on infrastructure and resource valuation, GIS/statistical models of resource allocation and optimization, and cost-benefit analysis. She has completed projects researching economic impacts of public policies, and application of econometric methods. She has proven ability to manage detailed and sensitive projects successfully, participate in public forums to address concerns of stakeholders, and generate innovative solutions to complex issues.

### RELATED EXPERIENCE

#### Manager, Gulf Consortium

Principal in Charge; developed organizational architecture to oversee management of Florida Oil Spill Impact funding (approximately \$300 million) for the 23 Gulf coastal counties in Florida, including Board administration, budgeting, coordination of grant requests with U.S. Treasury, compliance, internal controls, and public meetings.

#### Office of Energy Hybrid Conversion Efficiency Study, FDACS

Project Manager. Designed and implemented survey of owners of hybrid vehicles who installed conversion kits to allow "plug-in" charging of their hybrid vehicles. The survey was administered electronically and through direct mailing. Responses were collected and compiled for analysis. With funding from the American Recovery and Reinvestment Act, the program provided rebates of up to \$5,000 to 68 participants. A requirement of the federal grant was to monitor the outcome of the rebate program and to estimate its impact on fuel use and related emissions of carbon dioxide.

#### Predictive Economic Impact, Webster Trail, FDEO

Principal. Estimated economic impacts from two alternative alignments of the Coast-to-Coast Connector Trail were prepared to support the City's grant from FDEO. The two alignments generate varied local revenues and visitorship/user trips due to proximity to different population centers and differing spending opportunities in each corridor. Estimated employment, income, and spending impacts over ten years were prepared and presented at a public workshop.

#### Valuation of Wetland Ecosystem Services, U.S. EPA.

Researcher. This project developed an economic model using GIS data on land use and 190,000 parcels to estimate economic values of wetlands in Florida. Compiling extensive databases of GIS data including historical parcel ownership data, land use, aquifer recharge, wildlife habitat corridors, and water quality, this project included preparing wetland maps of 120 sites throughout three Central Florida counties based on wetland type, condition, size and proximity to selected economic factors, for reference by researchers and the public. The information was used to develop a computer-based survey to measure public perceptions of value using choice-set modelling. The study was funded by an EPA STAR Grant.

#### Waste Less Recycle More Program Review, NSW EPA, Australia

Reviewed NSW EPA Litter Prevention and Illegal Dumping funding programs for cost effectiveness. Litter Prevention data was reviewed at grant level and expenditures and progress were measured against overall program outcomes. Summary reports for each fund were provided for a master report summarizing all eight EPA WLRM funding programs. The final report was presented in a Cabinet Minute for NSW Environment Minister.



## DANIEL DOURTE

### Grant Specialist



## EXPERIENCE

16 years

## SOFTWARE PROFICIENCY

- R Studio
- MATLAB
- Simlab
- SWAT
- AFSIRS
- WaterFootprint
- MODFLOW
- HYDRUS
- SCS Runoff Curve Number
- Green-Ampt
- DSSAT
- EPIC
- GIS
- ArcGIS
- QGIS

## EDUCATION

- University of Florida  
Ph.D. and M.E.;  
Agricultural and  
Biological  
Engineering
- Messiah College,  
Grantham PA; B.S. in  
Mechanical  
Engineering

## PROFESSIONAL AFFILIATIONS

- Member, ASABE
- Member, AWRA

## PROFILE

Dr. Dourte has coordinated large, regional, inter-agency projects with policy impacts, and multi-year, multi-agency grant funding. He is experienced in model development, programmatic strategy, spatial data analysis, risk management, stakeholder engagement and education, and software development for decision support.

## RELATED EXPERIENCE

### Risk-Based Vulnerability Assessment of the Indian River Lagoon to Climate Change, IRL NEP

Provided technical support and outreach assistance. Applied EPA 2014 Workbook Protocol to complete a lagoon-wide vulnerability assessment related to climate change. Assessed risks relating to CCMP action plans and corresponding climate-related vulnerability, identified methods to provide data consistently and accessibly to stakeholders and prepared consequence/probability matrix for risks to IRL.

### City of Edgewood American Rescue Plan

The Balmoral Group was tasked by the City of Edgewood with supporting the establishment of priorities and providing guidance towards decision making for spending of the Rescue Act funds. Tasks included a presentation and technical memorandum providing an overview of ARP process for funds, rules, and eligibility as it related to the City of Edgewood.

### Implementation of American Rescue Plan Program, 2021 for Hernando County

Provided assistance with the creation and implementation of a plan to provide disbursements to pass through entities such as the Constitutional Offices, Not-for-profits, and Municipalities. Assisted with research and procurements related to the ARP 2021 Act and strategic planning to determine and analyze spending options. Provided Monthly Project schedule progress reports to the county.

### Manager, Gulf Consortium

Grants and Project manager, overseeing management of Florida Oil Spill Impact funding (approximately \$300 million) for the 23 Gulf coastal counties in Florida, including Board administration, budgeting, coordination of grant requests with U.S. Treasury, and all communications with 23 county commissioners, and 6 governor's appointees.

### Chair, Water Resources Council, FDEP

Project Manager for this legislated entity which coordinates all long-term water monitoring activities among government bodies charged with managing or monitoring Florida waters, per Section 373.026(3), Florida Statutes. Responsible for agenda management, Council administration, and committee coordination among twenty-one multi-agency stakeholders through meetings, projects, and online resources. The Council facilitates data and education coordination among water quality monitoring reporting entities.





**AMY BAINBRIDGE**  
Grant Specialist



## EXPERIENCE

7 years

## SOFTWARE PROFICIENCY

- ArcGIS
- R Studio
- STATA
- Limdep

## EDUCATION

- University of Maine;  
Master of Science in  
Resource Economics &  
Policy
- University of Central  
Florida; Bachelor of Arts,  
Economics
- The Ohio State  
University; Bachelor of  
Arts, English

## PROFESSIONAL AFFILIATIONS

- Association of  
Environmental and  
Resource Economists,  
Member
- American Water  
Resources Association,  
Member

## PROFILE

Amy Bainbridge is a Resource Economist and Grant Specialist with The Balmoral Group. Amy is a strong technical writer, GIS analyst and policy analyst. She has experience addressing concerns of stakeholders, community members, and policy makers in a variety of settings including local, state, national, and international settings.

## RELATED EXPERIENCE

### City of Edgewood American Rescue Plan

The Balmoral Group was tasked by the City of Edgewood with supporting the establishment of priorities and providing guidance towards decision making for spending of the Rescue Act funds. Tasks included establishing interviewees with council member and staff to determine project preferences, gauge a general understanding of the American Rescue Plan (ARP) Act, prepare and present an overview of ARP and workshop.

### Implementation of American Rescue Plan Program, 2021 for Hernando County

Provided assistance with the creation and implementation of a plan to provide disbursements to pass thru entities such as the Constitutional Offices, Not-for-profits, and Municipalities; assistance with procurements related to the ARP 2021 Act; Strategic planning to determine and analyze spending options; Monthly Project schedule progress reports.

### Grants and Project Specialist, Gulf Consortium

Grants and Project specialist, screen grants to be approved by the Gulf Consortium using guiding criteria for Florida Oil Spill Impact funding (approximately \$300 million) for the 23 Gulf coastal counties in Florida. Review submitted grant application materials and assist counties in identifying and/or prioritizing preliminary project concepts, and finalizing project nomination forms. Ensure projects are eligible for RESTORE Act funding and consistent with the goals, objectives and guiding principles (including Best Available Science practices) requirements.

### Indian River Lagoon Comprehensive Management Plan Support

The Balmoral Group was tasked with updating and expanding the IRL Restoration project list with projects grouped in categories of activities that align with the CCMP. Projects within the IRL Restoration Project List were prioritized based on stakeholder input, quantified benefits to the lagoon, "shovel ready" status and economic cost. Economic cost estimates were prepared. Tasks included reviewing funding programs and providing additional sources of financial assistance and finance strategy assistance.

### Perceptions of and Preferences for Marine Coastal Issues

Studied citizen preferences for environmental priority areas in order to determine growing demands for coastline usages. Identified coastal zone priority areas included Coastal Hazards in the form of impacted infrastructure (roads, bridges, buildings) in support of hazard mitigation and Cumulative and Secondary impacts of development including impacts of barriers such as dams or undersized road crossings in rivers and streams. Tasks included evaluating citizen perception of and preferences for coastal zone priority areas in order to accommodate demand and examine considered alternatives. Worked with the University of Maine, Maine SEAGRANT, members from NOAA NCCOS as well as Maine stakeholders, community members, county planners, etc.





**RICHARD BERNIER**  
Controller



## EXPERIENCE

23 years

## EDUCATION

B.S. Business  
Administration and  
Management

Master of Business  
Administration

## PROFESSIONAL AFFILIATIONS

Member, Institute of  
Management  
Accountants

Member, Controllers  
Council

## CERTIFICATIONS

Certified Professional  
Controller

Certified Business  
Manager

## PROFILE

Richard Bernier has over 20 years of experience in the financial field where he has improved financial systems to reduce audit costs, controlled expenses by researching new services and products and implementing forecasting controls to prevent any over spending on contracted programs. He started his career as an Audit Supervisor and holds a Bachelors of Science and two Masters' degrees. Recognized as the southeast regions Financial Executive of the Year in 2003 for the accomplishments achieved with Excel Alternatives, Inc./ACS, a non-profit alternative education organization.

## RELATED EXPERIENCE

### City of Edgewood American Rescue Plan

Controller. Prepare revenue loss calculation and presentation to City Commissioners, update Technical Memo.

### Finance Manager, Gulf Consortium

Manages the accounting records and is responsible for the production of financial reports from grant payment request review to disbursements of the BP Oil Spill Impact Funds for 23 Florida Gulf Coast Counties. Oversees all employees involved in the accounting process. Creation of controls and procedures in order to ensure compliance with internal policies along with state and federal control requirements. Responsible for creating the annual budget and interim financial statements of the Gulf Consortium as well as directly facilitating the annual independent audit.

### Hernando County American Rescue Plan Program Services

Controller. Review requirements and run revenue calculations.

### Excel Alternatives, Inc./ACS

Senior Financial Executive. Directed all financial reporting, monthly closing activities, budgeting, forecasting, contract monitoring and reporting, cash management, accounts payable, accounts receivable, payroll, information technology, and banking relations. Facilitated strategic and operational planning for the youth services division. Managed \$12 million dollars annually in Workforce Investment Act (WIA) grants to assist "at-risk youth". Developed a formal budgeting system and service pricing model used to manage 11 schools and 4 federal youth employment contracts. Directly facilitated the annual A-133 Single Audit.

## Tab 6 – Schedule

The following timetables assumes an earliest start date of June 1, 2022.

| Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Complete Date | Total Hours |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------|
| <b>Initial Draft Project List &amp; Workshops</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |             |
| Kickoff Meeting and preparation; Prepare and disseminate meeting minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 6/1/2022      | 23          |
| Review current infrastructure projects for ARPA reimbursement eligibility; Interviews with Council Members/Staff                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 6/30/2022     | 38          |
| Develop Recommendations for programs in the 1) Public Health & Economic Responses and (2) Premium Pay for Essential Workers; Identify alternate sources of funding to leverage ARPA funds and the availability for ARPA funds to be utilized as part of any matching requirements.                                                                                                                                                                                                                                                                                                                                                       | 7/15/2022     | 20          |
| Materials preparation and scheduling coordination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 7/30/2022     | 10          |
| Initial/draft calculations of estimated revenue loss potentially eligible for ARPA funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 7/30/2022     | 6           |
| City Commission ARPA Workshop facilitation and discussion of the optimal mix of ARPA projects best addressing City needs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 8/15/2022     | 34          |
| <b>Grant Management and Compliance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |             |
| Oversee all procurement undertaken in conjunction with ARPA projects to ensure it is executed in full compliance with applicable regulations and federal guidelines; Use generally recognized accounting principles in carrying out any services according to the contract;<br>Provide City with monthly and final reports summarizing the total reimbursement requested, total expenditure by Project Worksheet and any exceptional circumstances;<br>Assist in tracking all documentation submitted to all relevant agencies;<br>Maintain records of all documentation provided by the City submitted to any agency for reimbursement. | 2/29/2024     | 106         |
| Timely submittal of required period and comprehensive reporting, with monthly status update reporting on ARPA projects to the City Manager, or as needed; Provide monthly detailed billing statements regarding hours expended by project and cost incurred in providing these consultancy services.                                                                                                                                                                                                                                                                                                                                     | 2/29/2024     | 20          |
| Assist City in completing the appropriate documentation required for Federal grant funding and the submission of all eligible expenditures to the appropriate agencies within required deadlines;<br>Provide assistance in identifying and ensuring that all eligible expenses have been quantified and presented for reimbursement; and that meet Treasury guideline                                                                                                                                                                                                                                                                    | 2/29/2024     | 6           |
| Provide technical assistance with the development, promotion, and maintenance of a web-based portal to provide public information regarding the status of ARPA project implementation.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2/29/2024     | 15          |
| Work with City external auditors in the completion of City Single Audit Reports to develop the Schedule of Federal Expenditures associated with SCLRF for the fiscal year audits; Additionally, when appropriate, work with external agencies having ARPA oversight responsibilities to ensure City always remains compliant with all ARPA requirements.                                                                                                                                                                                                                                                                                 | 2/29/2024     | 14          |
| Assist the City in organizing, reviewing, evaluating, auditing, and tracking requests for CSLFRF reimbursement. Reconcile City invoices with City CSLRF reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2/29/2024     | 12          |

|                                                                                                                                                                                                                                                                                                                                                |           |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----|
| Evaluate timesheets for eligibility and audit timesheets against payroll records.<br>Assist in the preparation of final submission for the U.S. Inspector General review.                                                                                                                                                                      |           |    |
| Assist the City in organizing, reviewing, evaluating, auditing, and tracking requests for CSLFRF reimbursement. Reconcile City invoices with City CSLFRF reports.<br>Evaluate timesheets for eligibility and audit timesheets against payroll records.<br>Assist in the preparation of final submission for the U.S. Inspector General review. | 2/29/2024 | 10 |
| Administrative Assistant Services will be provided with submittal of required period and comprehensive reporting, documentation, and grant services                                                                                                                                                                                            | 2/29/2024 | 40 |

## Tab 7 – Pricing of Services

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The fee is included on the RFQ supplied form, which follows.



## RFQ NO: 22-0422100 PRICE PROPOSAL FORM

1. Provide the hourly rate of each category of Proposer's staff to be engaged in this project.

The hourly rates are provided below as requested by the Price Proposal Form. A total price was uploaded in DemandStar with the submittal as required by the DemandStar submittal.

| Title                                    | Hourly Charge |
|------------------------------------------|---------------|
| Principal Consultant/Principal           | \$260         |
| Senior Consultant/Sr Grant Specialist-PM | \$150         |
| Senior Consultant/Compliance Specialist  | \$150         |
| Consultant/Grant Specialist              | \$100         |
| Administrative Assistant                 | \$60          |
|                                          |               |

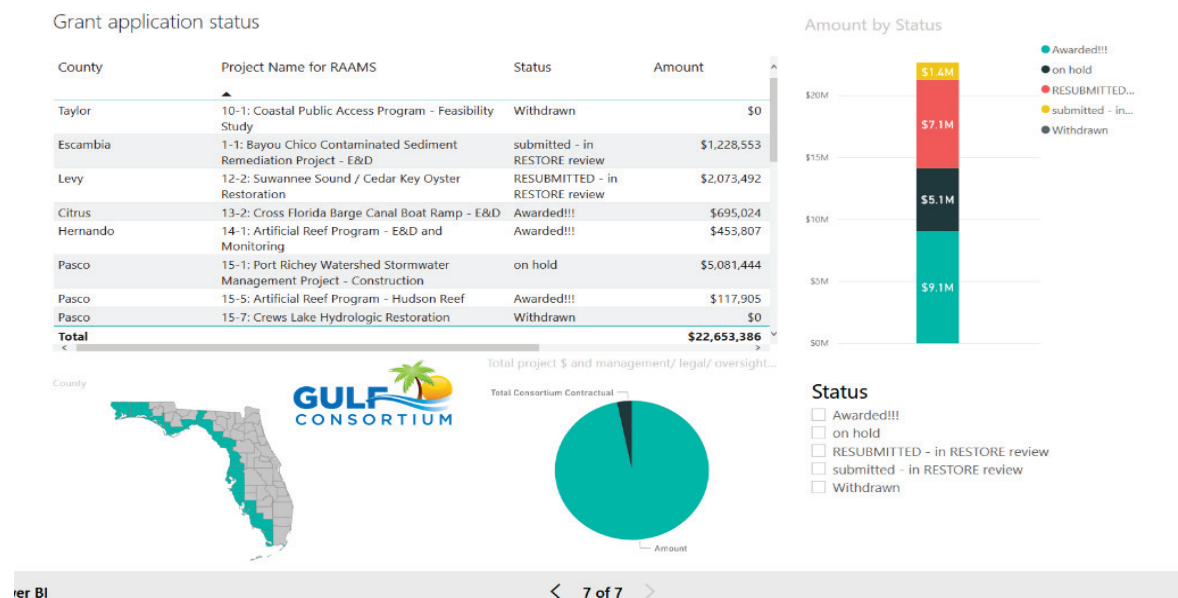
## Tab 8 – References (Past Performance and Experience)

The following references provides descriptions of relevant projects and includes contact information for each.

### Reference #1 - Gulf Consortium Management Services

The Balmoral Group currently manages the Gulf Consortium, which holds responsibility for disbursing \$293 million in federal funds relating to the Deepwater Horizon oil spill. The Consortium is a special entity created by an interlocal agreement under Chapter 163, comprised of 23 Florida counties and 6 Governors' appointees. Since initial award of the management contract, Balmoral developed policies and procedures to stand up the entity, proactively improved the Consortium's risk rating with federal regulators, achieved compliance with all applicable federal policies, and provided advisory services across the 23 counties to ensure timely disbursement of funds. Balmoral's consultants have processed more than \$53 million in grant applications to date and coordinated with more than a dozen regulatory agencies to identify compliance or permitting constraints early in the process, for timely and complete regulatory review. To maintain transparency and ease of communication, The Balmoral Group introduced online reporting, which provide policymakers (and their staff) with current information about the status of all grants under management, the rates of expenditure on project funding, oversight and management costs, and the types, timing and funding sources of forecast projects (see **Figure 4**). Balmoral developed the dashboard so that policymakers (and their staff) have constant access to current information; see more detail at <http://datavisual.balmoralgroup.us/GulfConsortiumProjects>.

**Figure 4. Example dashboard grants management status reporting**



**Contact Person:** Lynn Hoshihara, Legal Counsel to the Gulf Consortium, Phone 850-224-4070, lhoshihara@ngn-tally.com

### Hernando County 2021 American Rescue Plan Grant Administration

The Balmoral Group was retained to provide timely and federally compliant management of the American Rescue Act Funds received by Hernando County. TBG developed and implement a grants management

program for Hernando County's American Rescue Plan funding. The COVID stimulus funding is intended to comply with all ARP 2021 Act requirements and extend to eligible constitutional offices, not-for-profits and municipalities. The approach included establishing parameters for reviewing eligible grants, establishing parameters for determining whether COVID impacts are relevant to grant programs, drafting subrecipient agreements, reviewing applications, approving award and expenditures, and tracking compliance for the County. Monthly status reports were provided to the county.

**Contact:** Toni Brady, MBA, CPM, Director, Office of Management & Budget  
Board of County Commissioners Hernando County  
Phone: (352) 754-4413  
Email: tbrady@co.hernando.fl.us

#### **City of Edgewood American Rescue Plan Grant Consultant Services**

The Balmoral Group was tasked by the City of Edgewood with supporting the establishment of priorities and providing guidance towards decision making for spending of the Rescue Act funds. Tasks included a presentation and technical memorandum providing an overview of ARP process for funds, rules, and eligibility as it related to the City of Edgewood.

**Contact:** John T. Freeburg, Chief of Police  
Phone: (407) 851-2820  
Email: jfreeburg@edgewood-fl.gov



## Tab 9 – Additional Forms

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The following documents are included within this section

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

## 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 proposal, 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 Valerie Seidel

Printed Name Valerie Seidel



**CITY OF OPA-LOCKA  
RFQ NO. 22-0422100**

**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 Valerie Seidel the  
(Name)  
President of The Balmoral Group  
(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.

4/22/2022

Date

Valerie Seidel

Signature



## E-VERIFY FORM

### Definitions:

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

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

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

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

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

Company Name: The Balmoral Group

Authorized Signature: *Valerie Seidel*

Print Name: Valerie Seidel

Title: President

Date: 4/22/2022



CITY OF OPA-LOCKA  
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Jennifer Nunn being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Vice President  
(Owner, Partner, Officer, Representative or Agent) of  
The Balmoral Group 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.

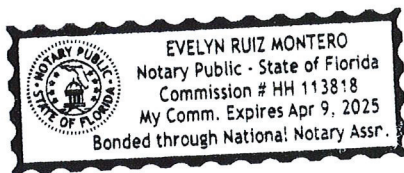
Signed, sealed and delivered in the presence of:

Evelyn Ruiz Montero  
Witness

Amanda Joyson  
Witness

By: [Signature]  
Signature

Jennifer Nunn, Vice President  
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: [Signature]  
Title: Vice President

State of Florida County of Orange

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations

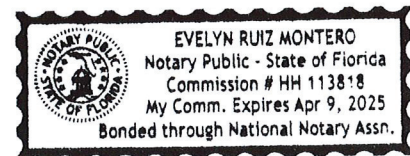
this 19 day of April, 2022.

By \_\_\_\_\_

Personally known X OR produced identification \_\_\_\_\_

Evelyn Ruiz Montero  
Notary Public

My Commission Expires 4/09/2025





ARPA FUNDING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, for purposes of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt 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: The Balmoral Group

Address: 165 Lincoln Avenue

City, State, Zip: Winter Park, FL 32789 Phone/Fax: 407-629-2185

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

3. If Corporation, state:

Date of Incorporation: 8/5/2004 State in which Incorporated: 2004

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

Valerie Seidel, President

8/5/2004

Gregory Seidel, Vice President

8/5/2004

Jennifer Nunn, Vice President/Corporate Secretary

6. The length of time in business: 18 years

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

18 years

8. Provide a list of at least three commercial or government references that the Proposer has supplied services meeting the requirements of the City of Opa-locka specification, during the last thirty-six months. References are included in Tab 8

9. A copy of County and/or Municipal Business Tax Receipts

**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.



2021 EXPIRES 9/30/2022 5000-0580181  
5000 ENGINEER OFFICE \$40.00 14 EMPLOYEES

TOTAL TAX \$40.00  
PREVIOUSLY PAID \$40.00  
TOTAL DUE \$0.00

SEIDEL VALERIE

BALMORAL GROUP LLC  
SEIDEL VALERIE  
165 LINCOLN AVE  
WINTER PARK FL 32789

165 LINCOLN AVE #100 (MOBILE)  
B - WINTER PARK, 32789

PAID: \$40.00 0098-01030093 9/24/2021

**Tax Collector Scott Randolph****Local Business Tax Receipt****Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2021 EXPIRES 9/30/2022 5000-0580181  
5000 ENGINEER OFFICE \$40.00 14 EMPLOYEES

TOTAL TAX \$40.00  
PREVIOUSLY PAID \$40.00  
TOTAL DUE \$0.00

165 LINCOLN AVE #100 (MOBILE)  
B - WINTER PARK, 32789

PAID: \$40.00 0098-01030093 9/24/2021



SEIDEL VALERIE

BALMORAL GROUP LLC  
SEIDEL VALERIE  
165 LINCOLN AVE  
WINTER PARK FL 32789

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.





# City of Opa-Locka, FL

**Attn: Joanna Flores, City Clerk**

Proposal for:  
RFQ No. 22-0422100 - ARPA Funding Consulting Services



Submitted by:

**The Integrity Group**

2120 Killarney Way Tallahassee, FL 32309

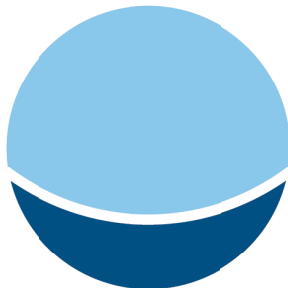
850-739-3600

April 22nd, 2022 at 1:00 PM

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# THE INTEGRITY GROUP



**TAB 2:**  
*Letter of Transmittal*

April 22, 2022

Ms. Joanna Flores, City Clerk  
City of Opa-locka  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, FL 33054

**Re: RFQ-22-0422100 ARPA Funding Consulting Services**

Dear Ms. Flores:

The Integrity Group (dba of Blue Sky Emergency Management, LLC) is pleased to submit this proposal to provide **American Rescue Plan Act funding consulting services to the City of Opa-locka.**

We certainly understand the scope of this critical project and the need to ensure the City's activities are in 100% compliance, while maximizing results. The City's RFQ very successfully outlined the important tasks of administering the ARPA Program. This proposal fully meets those standards.

As will be seen in this proposal, our firm has **significant successful experience** in the area of *compliance monitoring* and specific grant *management*—including several engagements for the Coronavirus Aid, Relief, and Economic Security (CARES) Act (2020), and the American Rescue Plan Act 2021 (ARPA) funded grant programs. Our focus in all of these projects has been consistent with the goals and objectives outlined by the City in this RFQ.

For these clients, we have developed compliant spending plans and ensured full adherence to U.S. Treasury and State guidelines. Additionally, we have served clients in the full administration of COVID-19 related Grant Programs. Combined, our current and previous clients' allocation for CARES and ARPA funding totals approximately **\$120 million**. In all of these programs, we have been responsible for all components of the Grant Programs, including the use of our **anti-fraud tools and full quality and compliance review of all cases**. Key to these services is assisting clients in maximizing the use of their funding and ensuring that all expenditures are managed in a manner that is consistent with Federal guidelines established by the U.S. Department of Treasury. Regarding Fraud Prevention and Detection, we are the **only contractor** on Florida State Term Contract (Financial & Performance Audits) that is a **State-licensed Private Investigative/Security Firm**. This designation provides access to significant tools to identify attempts to defraud in these grant programs.

For over eleven years, our team has performed disaster recovery consulting services for Florida local and state entities with a strong focus on quality and full compliance with all regulations. Details in this proposal describe our work in CARES, ARPA, FEMA Public Assistance, HUD CDBG-DR and other federal and state funding and grant programs. Our professionals have managed disaster recovery work for hundreds of counties, municipalities, school districts, special districts, and non-profit organizations. Our team has specific experience working with counties and other local entities in all regions of Florida. We understand the difficulty, and urgency, of obtaining and managing grant funds, in a timely manner, while complying with the myriad of state and federal regulations. Since 2010 our team has developed, managed, monitored for compliance, and closed out over **10,000 disaster recovery projects valued at over \$3.7 Billion**.

It is important to note that our firm has undergone detailed audits and reviews by Federal and State Auditors/Inspectors General. The results of these audits have been zero significant adverse findings. Additionally, no FEMA or HUD project that we have written and managed has been de-obligated by the

federal agencies. This proven performance is **extremely rare**. This success has been achieved via our rigorous quality assurance process to **ensure compliance** with all Federal and State standards.

We have closely examined, fully understand, and will comply with the scope of work, technical requirements, terms and conditions, staff qualifications and performance criteria, and all legal requirements included in the RFQ.

We stand ready to provide any additional information and appreciate the opportunity to compete for this important work for the City of Opa Locka. Please be advised that I (Gary J. Yates), a Senior Partner with the firm is authorized to make presentations for our company.

Sincerely,



Gary J. Yates

*Senior Partner*

850.739.3600

2120 Killarney Way

Tallahassee, Fla. 32309

[www.theintegritygroup.net](http://www.theintegritygroup.net)



**TAB 3:**  
***General Information***

**Business Name:** The Integrity Group (dba of Blue Sky Emergency Management)

**Mailing Address:** 2120 Killarney Way, Tallahassee 32309

**Phone:** 850.739.3600

**Contact Person:** Gary Yates, Senior Partner (gary.yates@theintegritygroup.net)

**Hours:** 8:30AM-5:30PM

**Status of Firm:** Blue Sky Emergency Management (dba The Integrity Group) is a Limited Liability Corporation (LLC) registered with the Florida Department of State, Division of Corporations (aka Sunbiz).

**Date Firm Organized:** August 26, 2011, with Florida Division of Corporations

**Project Location:** City Project will be managed out of Tallahassee Office

**Linkage with other firms:** None, we are independent firm not associated nor legally tied with any other firms



## TAB 4: *Project Approach*

### **Background**

As a result of Public Law 117-2 (the American Rescue Plan), Opa Locka will be receiving an estimated **\$7.9 million** related to COVID 19 recovery. This funding will be received in two equal tranches (each for one half of total amount). The first allocation has been provided by the Florida Division of Emergency Management (FDEM). Eligible uses of these funds include:

- ✦ *Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency*
- ✦ *COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, hard-hit industries, and economic recovery*
- ✦ *Premium pay for essential workers*
- ✦ *Investments in water, sewer, and broadband infrastructure.*

Details concerning this program, which will be key to our efforts include:

- ✦ This funding is provided **to Opa Locka** from the U.S. Department of Treasury through the Florida Division of Emergency Management (FDEM).
- ✦ The City has until **December 31, 2026**, to expend this funding (all must be encumbered by December 31, 2024).
- ✦ If the City chooses to pursue grant programs, the requirements for the use of this funding for assistance to local residents, small businesses, and non-profit organizations are **far less stringent than the previous** Federal CARES guidelines. This will enable more expeditious distribution to those in need. While less stringent, it is important to note that there will need to be a continual focus on **fraud prevention and detection**, as well as avoidance of duplication of benefits.
- ✦ Our focus will be on full compliance with all Federal and State guidelines.

### **Key Project Action Items**

**Step 1:** City has already been provided first tranche of funding and has deposited funds in an interest bearing account (interest earned can be spent on any items deemed necessary by the City).

**Step 2:** Execute Contract with The Integrity Group (TIG) and finalize operational details.

**Step 3:** TIG will assist the City in the conduct of an analysis of loss revenue due to COVID-19 (utilizing U.S. Treasury Guidelines). This analysis will determine the amount of funding that may be used for any purpose identified by the City.

**Step 4:** Work with City to develop a detailed spending plan for submission to FDEM/U.S. Treasury, including quarterly status reports.

**Step 5:** The Rescue Plan funding provides the City the opportunity to make necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. Congress recognized the critical importance of clean drinking water and the critical role of highly effective collection and treatment of wastewater and stormwater in maintaining public health. The interim final rule provides allows wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for the City.

**Step 6:** TIG will work with City to establish a fully compliant ARPA program, including all reporting to U.S. Treasury and FDEM, ongoing compliance assessments; period reporting required; and City-wide outreach and support for grant programs to be implemented. The goal is maximum success and benefits to Opa Locka, its residents, and businesses.

**Step 7:** As directed, work with City to determine amount of funding to be provided in the form of grants to residents, businesses, and non-profit organizations. Based upon the first allocation of approximately **\$3.95 million**, a portion of this amount may be utilized for grant programs. Please see following section for descriptions of potential grant programs; recipients; and a discussion of the less stringent eligibility and documentation requirements. The anticipated value of grants to be provided to eligible recipients would be determined by the City through the planning process.

**Step 8:** Based upon needs identified by the City, aggressively pursue other grants available to supplement ARPA funding.

## **Potential Grants to Community Members**

The grant programs and funding amounts provided below are offered as a starting point for consideration. Of course, the eligibility requirements, documentation required, and grant amounts may be adjusted to meet Opa Locka's needs. These are examples of successful grant programs being provided in other jurisdictions.

### **Residents Assistance—Cash or Food Card Program**

This program will assist citizens of the City who have been adversely impacted by the COVID-19 pandemic or its direct or indirect effects and who are not otherwise eligible to receive food assistance through State, county, or city-run programs (due to their income exceeding the allowable dollar threshold), but still experiencing food shortage in their residence. Cash or food cards provided will be based on number of residents living in the applying household. food cards could be purchased from Food Stores in Opa Locka.

#### **Eligibility and Documentation Requirements:**

- ✦ Resident must complete and sign an Attestation stating that they were impacted by COVID-19 and are not eligible to receive assistance through any state, county, or Opa Locka food assistance programs.
- ✦ Must submit copy of Driver's License or State issued ID card showing residence in Opa Locka.



- ✦ If State -issued ID or driver's license is not available, must submit copy of most recent utility bill validating residence in Opa Locka.
- ✦ Must provide the full names and ages of all individuals residing in the household.

#### **Grant Amounts to Eligible Applicants:**

- ✦ Households of 1-3: \$ XXXXX
- ✦ Household of 4 or more: \$ XXXXX

**Total Amount: \$ XXXXXXXX**

### **Non-Profit Organization Assistance Program**

This program will assist non-profit organizations located in Opa Locka that have been impacted by COVID-19. These organizations provide the medical, food, educational, or childcare services.

#### **Eligibility and Documentation Requirements:**

- ✦ Designated official of the applying non-profit must submit signed Attestation that the organization was in operation prior to March 1, 2020, and is based in Opa Locka, serving the community.
- ✦ Attest and describe the organization's role in providing medical, food, educational and childcare services to residents in Opa Locka during the COVID-19 pandemic.
- ✦ Submit documentation showing the organization lost donations/ revenue due to COVID-19 and describe how this loss negatively impacted the community. Or, the applying non-profit may describe additional eligible services that were provided, and expenditures incurred due to COVID-19.
- ✦ Provide amount of loss or new costs (2020 revenue or expenditures compared to 2019)
- ✦ Submit documentation validating location in Opa Locka (utility bill, other)
- ✦ Submit 501c3 determination letter or Tax Exempt Certificate.
- ✦ All grant award totals will be reduced by the amount of any Payroll Protection Program (PPP) or other COVID 19 related funding received by the applicant.
- ✦ Applicant must complete and submit an IRS W-9 Form prior to receipt of funding.

#### **Grant Amounts to Eligible Non-Profits:**

- ✦ Loss of revenue or new costs totaling \$5,000 to \$ 9,999: **Max of \$ XXXXX**
- ✦ Loss of revenue or new costs totaling \$10,000 or more: **Max of \$ XXXXX**

**Total Amount: \$XXXXXXXX**

### **Small Business Assistance Program**

Due to the more stringent requirement of CARES funding in the first Grant Program, many small businesses across Florida were likely unable to qualify and receive grant funding. With less complicated documentation requirements and a focus on outreach to the community, this

program will assist Opa Locka small businesses that have experienced a loss of revenue or increased expenditures due to COVID-19 and the pandemic's economic impact on the community. In this new program, a qualifying business can be a home-based business or a brick-and-mortar type business. With a focus on small businesses, the applicant must have less than 100 employees, and not be a publicly traded company or a component of a publicly traded company.

#### **Eligibility and Documentation Requirements:**

- ✦ Business owner owning 20% or more of the business must submit copy of Florida Driver's License, ID or other document validating that the business is located in Opa Locka.
- ✦ Submit tax returns or other business records reflecting loss of revenue in 2020 compared to 2019, or increased expenditures due to a COVID-19 environment.
- ✦ Submit attestation that the business was operational prior to March 1, 2020, and that it is currently operational.
- ✦ Submit most recent full-month's payroll register or record, validating less than 100 employees.
- ✦ Submit signed Attestation (by owner or principal) that the reported losses are accurate, valid, and true.
- ✦ All grant award totals will be reduced by the amount of any Payroll Protection Program (PPP) or other COVID 19 related funding received by the applicant.
- ✦ Applicant must complete and submit an IRS W-9 Form prior to receipt of funding.

#### **Grant Amounts to Eligible Small Businesses:**

- ✦ Loss of revenue or additional COVID expenses of \$2,000 to \$19,999: **Max \$ XXXXX**
- ✦ Loss of revenue or additional COVID expenses of \$20,000 or more **Max \$XXXX**
- ✦ Loss of revenue or additional COVID expenses of \$20,000 or more: **Max \$XXXX**

**Total Amount: \$XXXXXXXX**

### **Religious Organizations Assistance Program**

Religious organization in Opa Locka may have been financially impacted by COVID 19—either in loss of revenue or additional costs. So, public awareness efforts will include outreach to various Church Associations and individual churches.

#### **Eligibility and Documentation Requirements:**

- ✦ Designated Church Leader must complete and sign an Attestation that the church was financially impacted by COVID-19 through reduced donations and/or increased expenditures and that it was in operation prior to March 1, 2020. This Attestation must also include the current number of members of the church.
- ✦ Submit copy of 501c3 determination letter (Non-profit organization certificate) or Tax Exemption Certification.
- ✦ Submit church's most recent 2021 utility bill, for a Opa Locka address verification.

- ✦ All grant award totals will be reduced by the amount of any Payroll Protection Program (PPP) or other COVID 19 related funding received by the applicant.
- ✦ Applicant must complete and submit an IRS W-9 Form prior to receipt of funding.

#### **Grant Amounts to Eligible Religious Organizations:**

- ✦ Churches with 10-99 members: **Maximum of \$ XXXXX**
- ✦ Churches with 100 or more members: **Maximum of \$ XXXXX**

**Total Amount: \$ XXXXXX**

### **Scope of Work**

The City of Opa-locka has been awarded **\$7,957,062** in conjunction with the American Rescue Plan Act (ARPA) and is seeking consultancy services to ensure full compliance with U.S. Department of Treasury Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) Final Rule and all other Federal, State, County, and other agency requirements, as follows:

| <b>Task/Deliverables</b>                                                                                                                                                                          | <b>Integrity Group Has Significant Experience With This Task</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Ensure any infrastructure project the City is considering undertaking in conjunction with ARPA is fully eligible for ARPA reimbursement.                                                          | <b>Yes</b>                                                       |
| Develop recommendations for programs in the (1) Public Health & Economic Responses and (2) Premium Pay for Essential Workers sections of ARPA to benefit the community.                           | <b>Yes</b>                                                       |
| Oversee all procurement undertaken in conjunction with ARPA projects to ensure it is executed in full compliance with applicable regulations and federal guidelines.                              | <b>Yes</b>                                                       |
| Identify alternate sources of funding to leverage ARPA funds and the availability for ARPA funds to be utilized as part of any matching requirements.                                             | <b>Yes</b>                                                       |
| Conduct City Commission ARPA workshops to facilitate Commission selection of the optimal mix of ARPA projects best addressing City needs.                                                         | <b>Yes</b>                                                       |
| When appropriate, work with external agencies having ARPA oversight responsibilities to ensure City always remains compliant with all ARPA requirements.                                          | <b>Yes</b>                                                       |
| Assist City in completing the appropriate documentation required for Federal grant funding and the submission of all eligible expenditures to the appropriate agencies within required deadlines. | <b>Yes</b>                                                       |
| Provide assistance in identifying and ensuring that all eligible expenses have been quantified and presented for reimbursement; and that meet Treasury guidelines                                 | <b>Yes</b>                                                       |

|                                                                                                                                                                                                                                                                                                                                          |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Assist in tracking all documentation submitted to all relevant agencies.                                                                                                                                                                                                                                                                 | <b>Yes</b> |
| Maintain records of all documentation provided by the City submitted to any agency for reimbursement.                                                                                                                                                                                                                                    | <b>Yes</b> |
| Assist the City in organizing, reviewing, evaluating, auditing, and tracking requests for CSLFRF reimbursement. Reconcile City invoices with City CSLRFR reports. Evaluate timesheets for eligibility and audit timesheets against payroll records. Assist in the preparation of final submission for the U.S. Inspector General review. | <b>Yes</b> |
| Assist in development of closeout strategies and procedures and assist City in their implementation.                                                                                                                                                                                                                                     | <b>Yes</b> |
| Assist with responding to any request for audit information by any agency and the preparation of responses.                                                                                                                                                                                                                              | <b>Yes</b> |
| Use generally recognized accounting principles in carrying out any services according to the contract.                                                                                                                                                                                                                                   | <b>Yes</b> |
| Provide City with monthly and final reports summarizing the total reimbursement requested, total expenditure by Project Worksheet and any exceptional circumstances.                                                                                                                                                                     | <b>Yes</b> |
| Provide technical assistance with the development, promotion, and maintenance of a web- based portal to provide public information regarding the status of ARPA project implementation.                                                                                                                                                  | <b>Yes</b> |
| Provide technical assistance with the development, promotion, and maintenance of a secure web-based portal to collect sub-recipient information and documentation to substantiate their requests for reimbursement under CSLRFR.                                                                                                         | <b>Yes</b> |
| Timely submittal of required period and comprehensive reporting; with monthly status update reporting on ARPA projects to the City Manager, or as needed.                                                                                                                                                                                | <b>Yes</b> |
| Work with City external auditors in the completion of City Single Audit Reports to develop the Schedule of Federal Expenditures associated with SCLRFR for the fiscal year audits.                                                                                                                                                       | <b>Yes</b> |
| Timely provide monthly detailed billing statements regarding hours expended by project and cost incurred in providing these consultancy services.                                                                                                                                                                                        | <b>Yes</b> |
| Additional Services. Provide miscellaneous services not otherwise described which City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by City.                                                                                               | <b>Yes</b> |

## **City of Opa Locka ARPA Program Administration**

Under the supervision of the City Manager, overall administration will be conducted by The Integrity Group. Administration will include a variety of major tasks—including implementation of the program via an electronic portal (including smartphone capabilities) and paper applications. An enhanced aspect of this program will be outreach and technical sessions (as described above) for maximum impact to the City. These services are necessary for all programs funded under the City's assistance programs. This effort will include outreach services, workshop training and community operations/ outreach.

Administrative tasks will also include development and validation all eligibility and documentation requirements; and ongoing monitoring to ensure full compliance with Public Law 117-2 and U.S. Treasury Guidance.

Following is a summary of overall administrative tasking:

### **Project Management**

- All phases of project planning, implementation, compliance monitoring and final audit/close-out
- Directing and controlling the performance of the service obligations
- Defining qualifications and experience for each staff member that are relevant to this project; including:
  - Certifications
  - Experience
  - Pertinent qualification
  - Background investigations
- Ongoing communication with City leadership, including timely reporting to elected officials
- Coordination with other City contractors

### **Project Staff**

Performing and exceling in all tasks associated with this project, including:

- Determining applicant eligibility
- Calculating and distributing accurate benefit payments
- Civil Rights compliance
- Data security and confidentiality
- Project progress reporting
- Documentation of all contacts with applicants throughout the process
- Tabulating the number of applications received
- Reporting the number of applications processed, approved, and denied
- Reporting funds encumbered and distributed
- Results of the quality control reviews detailing errors identified and efforts to remedy errors or fraud
- Number and dollar amount of overpayments, overpayment returns requested, and overpayments returned to City
- Assisting in marketing and communication activities
- Meet all performance measures

Perform specific tasks to ensure efficiency of outreach and to maximize dollars: including but not limited to:

- Organizing and leading targeted local workshops to inform eligible groups about the available grants, and the documentation necessary to receive them.
  - Church Leaders
  - Small Businesses
  - Child Care Providers
  - Non-Profits
- Provide in person assistance with citizens to provide assistance in Grant completion including providing citizens with
  - Allow for scheduled appointments with a grant specialist
  - document checklists
  - answers to specific questions
  - review documentation
  - Provide computer and scanner to assist applicants.
- If necessary, deliver online webinars for applicants to ask questions, clarify documentation needs, and learn about grant programs

## **Technology**

Develop, implement, and operate a comprehensive software solution to automate and streamline the grant program processes and functions.

- The Technology Solution includes:
  - Platform for application submissions (branded portal)
  - “Back room” project management system for all steps of review, including access to project “dashboard” and details by City staff and leadership.
  - Secure hosting environment with data recovery capabilities
- Capability to digitize paper applications submitted
- Maximum feedback to applicants and documentation of phone, electronic communications
- Electronically deliver an extract of data to the City based on individual grant requests and reporting requirements for final review and payments (to be defined by the City)
- Ability to receive and utilize data from multiple entities to incorporate into the eligibility determination processes

## **Eligibility Requirements and Process**

- Work with City leadership and staff to develop eligibility requirements for all available grants
  - Meet all U.S. Treasury and Florida Division of Emergency Management Guidelines
  - Identify minimum documentation requirements to verify eligibility
  - Draft and implement appropriate “attestation” tools to properly document need
- Offer and implement “best practices” from other jurisdictions that offer to positively impact program
- Establish and adhere to internal controls and guidelines to enforce these requirements in every aspect of grant administration
  - Staff training
  - Portal and other technology
  - Marketing and advertising of grants

## **Financial Management**

Ensure high quality, timely and 100% compliant program:

- Address internal controls for program quality and financial management
- Establish, measure, and meet project performance goals and standards
- Prevent, detect, and report any project vulnerabilities to the City
- Ongoing analyses of processes and performance for potential redirection of funding and program efforts
- Handle any disputes with applicants that may be denied funding
- Implement a verification process that ensures an independent review of the eligibility determination
- Deploy a method of addressing confirmation of both the eligibility and the proper amount of assistance, which minimizes bottlenecks and maximizes automation for efficiency
- Provide a training plan to all City and contractor staff associated with this project, including the following:
  - A summary of Federal guidance and requirements
  - A summary of Florida Division of Emergency Management guidance of requirements
  - Prioritization of benefits
  - Use of technology solution
  - Paper application intake and processing
  - Fraud prevention and detection protocols

## **Communications and Outreach**

- Provide recommendations to the City regarding materials, timeframes, formats
- Suggest relevant posting of content to the City's webpage and social media page
- Detail strategies and tactics to successfully raise awareness of grants available to residents, businesses, and other grant applicants
- Create proactive communications, including but not limited to
  - Frequently Asked Questions
  - Press releases
  - Media advisories
  - Op-eds
  - Success stories
  - Informational documents addressing various audiences
- Coordinate with the City to identify announcements and special events
- Ensure that all outreach, communications, and marketing efforts include support to applicants with disabilities. Provide specific assistance to residents in completing an application

## **Call Center**

- Implement and operate a City Call Center that will provide assistance to citizens, businesses, churches, and other non-profits:
  - Dedicated phone number for City applicants
  - Operate 8am-8pm Monday-Friday
  - Ensure all calls are returned with 24 hours (unless weekends, those calls will be returned Monday morning)



- The Call Center will be able to track and report on the following:
  - Number of calls
  - Frequently asked questions (will update current FAQs)
  - Number of return calls
  - Number of times an applicant outreach was attempted

## **TAB 5:** *Experience & Qualifications*

The Integrity Group (dba of Blue Sky Emergency Management, LLC), based in Tallahassee, is a full-service compliance assurance, emergency management, public safety, long-term planning, and management consulting firm. Our current team consists of over 250 professionals, managed through our headquarters in Tallahassee and field offices from Pensacola to Miami. While most of our work is performed for state and local governmental agencies and non-profit organizations throughout Florida, we also serve governmental clients in Mississippi, Kentucky, Tennessee, North Carolina, and Ohio. Our clients include general governmental entities/jurisdictions with specific work also performed in the areas of Emergency Management, Public Safety, Education, HealthCare, public and private utilities, and other organizations.

We possess the critically-needed experience, skills, and focus on exceptional service to provide quality program management, compliance assurance, and operational/financial audit consulting services to any governmental entity related to the principle functions of planning, program design, organization and re-organization, rule development, hiring, regulation, legislative bill analysis, employee and management training, process implementation and improvement, disaster preparation, response and recovery, program launching and execution, financial recovery, review of systems and processes, communications management, and budgeting. In addition to our general government management and audit consulting capabilities, our team has significant specialized experience in successfully managing the complex areas of government financial emergency avoidance and recovery, policy development and revision, public assistance and public healthcare (Medicaid) oversight, the FEMA Public Assistance reimbursement grant program, Florida's Hazard Mitigation Grant Program, management of U.S. HUD Community Development Block Grant funds, and management of funds provided to the State of Florida through the United States Department of Justice.

Our principals and professional associates include former state program managers, former state bureau chiefs, legislative aides, former state division directors, former inspectors general, former chief auditors, and a former agency head. Additionally, our team includes Attorneys; Certified Public Accountants; Certified Financial Crimes Investigators; Certified Inspectors General; Certified Fraud Examiners, FEMA Disaster Recovery Managers & Specialists; HUD CDBG Experts, Licensed Civil and Mechanical Engineers, Certified Building Contractors; Certified Home and Wind Mitigation Inspectors; Insurance Adjusters, Environmental Specialists, Licensed Drone Pilots; and other professionals. Every task we perform for every client we serve focuses on quality, cost-effectiveness, and responsiveness to our clients' needs.

For over eleven years, The Integrity Group team has performed consulting services for state and local governmental entities and non-profit organizations with a strong focus on quality and timeliness.

The Integrity Group fully understands the importance of meeting, in a timely manner, the needs of diverse clients. It is critical that all clients, in any location, be served by qualified, experienced, and proven consultants in the areas of Management Consulting and Financial/Performance Audits. We offer full client service and the deployment/management of our professionals in all regions of Florida. It is important to note that, in addition to our core team, we also maintain professional relationships with a significant number of qualified professionals for our extraordinarily talented bench. These professionals are routinely deployed for specific projects—based upon their expertise relevant to the project tasks. After those projects are successfully completed and their high performance is validated, these professionals revert to our bench to await the next deployment.

While The Integrity Group is not a massive corporate entity, we are well equipped to scale up (and down) to meet all clients' needs in an effective and cost-efficient manner. In all of our projects, we utilize a “just

in time” deployment approach through which we assign the resources needed when, and only when, there is a need.

### **COVID-19 CARES, ARPA, ERA and HAF Funding Programs**

Our firm has significant and successful experience in the area of compliance monitoring and specific grant case review and validation—including several engagements for CARES, and ARPA funded grant programs. Our focus in all of these projects has been consistent with the goals and objectives outlined by City in this RFQ.

For these clients, our focus has been on the development of compliant spending plans and ensuring full adherence to U.S. Treasury and State guidelines. Additionally, we have served clients in the full administration of **COVID-19 related Grant Programs totaling approximately \$120 million**. In all of these programs, we have been responsible for all components of the Grant Programs, including the use of our anti-fraud tools and full quality and compliance review of all cases. Key to these services is assisting clients in maximizing the use of their funding and ensuring that all expenditures are managed in a manner that is consistent with Federal guidelines established by the U.S. Department of Treasury.

### **HUD Community Development Block Grants**

Our team is well-experienced and currently active in supporting several local governmental entities in the pursuit, management, and eventual final closeout of U.S Department of Housing and Urban Development, Community Development Block Grants. These large funding programs, which are coordinated through the Florida Department of Economic Opportunity (FDEO), includes Disaster Recovery as well as Mitigation programs focusing on housing, infrastructure, and economic revitalization of disaster affected areas. Work currently includes close support with clients seeking participation in the CDBG Mitigation program in 51 eligible counties affected by Hurricanes Irma, Hermine, and Matthew. This program totals \$633 million in federal funding. Additionally, a total of \$735 million in funding is available to eight North Florida counties impacted by Category Five Hurricane Michael. In both programs, our services include the development of eligible projects; creative winning applications; managing all aspects of funded projects and ongoing compliance monitoring. In our work with several local governmental entities, we have secured CDBG-DR funding totaling \$40 million for those clients.

### **FEMA Disaster Recovery Consulting**

Since 2010, The Integrity Group team has provided services to many hundreds of local and state governmental entities and non-profit organizations affected by Federally declared disasters—including the current COVID-19 Pandemic. A key service area is our support to clients participating in the Federal Emergency Management Agency (FEMA), Public Assistance Program.

Through this program, Federal funding is provided to reimburse state and local governments and non-profit organizations for eligible costs incurred as the result of a Presidentially Declared Disaster. In these efforts, our team has written, managed, audited, and closed over **10,000 projects valued at over \$3.7 billion in 33 major disasters**. The most recent work efforts have been related to COVID-19, Hurricane Sally, and Hurricane Michael.

Our COVID-19 work has been national with a focus on public safety, healthcare, and educational entities. We are supporting more than 50 clients nationwide with this complex disaster recovery process. This includes a contract with the National Sheriffs’ Association to provide support to their large membership. A key part of this effort is linking FEMA funding with other funding sources (such as CARES & ARPA) to achieve maximum benefits to the clients, but strictly avoid any duplication of payments or other non-compliance.

In the area of FEMA Public Assistance, our efforts include all phases of disaster recovery work, including preliminary damage assessments; drone video/photographic capture; cost identification and analyses; project development; fund management and reporting; financial reconciliation and final closeout of large and small grants. Throughout this complex process we also provide experts in the areas of debris management; environment review; historical analyses; insurance adjusting; disaster mitigation; certified accounting; and disaster recovery legal analyses (including appeals).

In addition to assisting our local government clients in the development and management of disaster recovery grants, we have also been actively involved in their development and processing of Requests for Reimbursement and the validation of costs associated with Stafford Act reimbursement claims.

A key area in which we excel is in ongoing compliance monitoring to ensure full compliance with the myriad federal and state rules and regulations. These efforts are to help clients avoid any potential de-obligation of funding due to a negative audit—even years from the disaster event.

### **Compliance and Assurance Services**

The Integrity Group has vast experience successfully managing federally funded grant programs on behalf of clients in Florida, Alabama, Mississippi, Wisconsin, Kentucky, Ohio, and Tennessee. Our success is based on continuous communications with clients, understanding the importance of the program purpose, a focus on compliance and assurances services, and fraud prevention and detection.

Federally funded grant programs provide state and local governments with an opportunity to provide important services and support for their residents. Successful management of these programs requires strict adherence to the laws, policies, procedures, and regulations that created and defined the program. The Integrity Group **expresses and reinforces the importance of compliance with the rules, regulations, policies, and laws related to the specific grant program.**

Compliance monitoring and testing is the most effective means of ensuring a program is being operated as intended and progressing toward fulfillment of the grant's purpose. Monitoring and testing results provide an opportunity for program personnel to address deficiencies and make course direction changes to prevent de-obligation of funding and failing to meet the needs of residents.

Generally, The Integrity Group's compliance monitoring and assurance services are based on six priority areas. These six areas ensure an understanding of the grant program criteria and requirements; risks associated with the program; compliance testing and monitoring; test schedule; testing and reporting; and assessment. Addressing these priority areas includes the following.

- Establish a criteria library to identify, establish and document the regulatory requirements, intended purpose and goals applicable to the program. Documentation of the process the primary vendor will use to implement and manage the program to a successful conclusion.
- Conduct a risk assessment to identify, assess, and prepare for potential losses, dangers, hazards, and other potentials for harm that may interfere with achieving program goals. The process seeks to determine the likelihood that risk will occur, and if so, the potential effect of the risk's occurrence and how those risks should be managed.
- Develop a compliance testing approach to establish how to test whether internal controls have been effective in controlling risk and ensuring compliance. The Integrity Group developing this approach based upon the statement of work and in consultation of the Department of Economic Opportunity.
- Compliance monitoring and testing will be scheduled based on the criteria established in the statement of work, risk assessment results, and probability of identified risks.
- Compliance monitoring and testing will be conducted following the established schedule, testing protocols, and with appropriate notifications. Provide a report to appropriate management officials.

- Conduct periodic assessments to review policies, procedures, and related documents for compliance program requirements as well as workplace environment, employee identification with the organization, role of compliance in the organization, and ability of employees to speak up.

### **Fraud Prevention and Detection**

The Integrity Group is a State-licensed (DOACS) *Private Investigative/Security Firm*. We are the *only* firm on the Florida State-term Contract for Financial & Performance Audits with this designation. This, along with the experience and credentials of our leadership in Florida State and Local Criminal Justice, enables our team to provide a number of fraud prevention and detection tools. These tools have been deployed in all Grant Programs we have administered. This has proven to be vitally important as we have detected attempts to defraud by individuals and even organized groups. We dedicate considerable effort to the prevention and detection of fraud. Ensuring that Federal funds are used as intended and distributed to eligible applicants is paramount to maintaining the integrity of Federal grant funded programs and state agencies charged with administering the program. To that end, The Integrity Group:

- provides guidance and training to assigned personnel that enhances their abilities to prevent and detect fraud related to the specific program,
- conducts periodic audits of case management files to identify data and information that are prime indicators of attempted fraud,
- as a licensed private investigative agency, The Integrity Group uses restricted access and publicly available databases of aggregated information to verify the veracity of data provided on applications evidencing alleged fraudulent activity.
- The Integrity Group has identified suspected fraudulent activities on the part of individuals and on the part of suspected organized groups of individuals on numerous occasions. Suspected fraudulent activities are reported to the appropriate agency and law enforcement officials.

### **Other Major Compliance Monitoring/Auditing Projects**

Our team of experts provide experienced management consulting and performance auditing services to governmental and private sector clients. This includes technical program studies and process management consulting as well as quality control, assurance, and inspection services to ensure that private and public-sector organizations regain compliance or remain fully compliant with specific laws (Federal & State) under which they operate. Our customers include local and state governmental organizations as well as public and private sector entities in the medical, insurance, banking, transportation, and other regulated industries. Our compliance services include annual (or other periodic) reviews conducted in a proactive manner to validate and verify full compliance.

## Proposed Project Staff

The Integrity Group proposes to staff this project with the following professionals that make up one of the most respected, experienced, and productive teams in the nation working on ARPA and CARES programs. Following this table are biographical summaries of the team members.

| Name                | Project Title/Role                           |
|---------------------|----------------------------------------------|
| John Czernis        | Project Manager                              |
| Jeremy Tidwell      | Project Technology Manager                   |
| Amanda Cox          | Project Compliance Consultant (Procurements) |
| Dave Ostrander      | Project Compliance Consultant (General)      |
| Zach Williams       | Senior Consultant (Grants)                   |
| Lauren Scott        | Senior Consultant (Grants)                   |
| Fredericka Hamilton | Senior Consultant (Grants)                   |
| KC Charlton         | Project Consultant (Grants)                  |

### **John Czernis, *Project Manager***

Mr. Czernis serves as Chief Compliance Officer to The Integrity Group. He brings more than 46 years of public and private sector experience serving in positions of successively greater responsibility and leadership in state and local law enforcement, government compliance, and non-profit executive management.

Before joining The Integrity Group, Mr. Czernis served as the Chief of Investigations for the Office of the Chief Inspector General for the State of Florida, Office of the Governor. Mr. Czernis was responsible for investigations related to allegations of misconduct, malfeasance, and misfeasance. Conducted compliance reviews regarding issues falling under the mandate of the Chief Inspector General. Mr. Czernis served as the President and Chief Executive Officer of the Institute for Intergovernmental Research (IIR). He was integrally involved in strategic direction, management, and policy issues as well as project design and program oversight. Prior to this role, he oversaw the Training, Information Sharing, and Multimedia departments within the company.

Prior to joining IIR, Mr. Czernis served as Colonel and Director of the Florida Highway Patrol (FHP) and was responsible for providing leadership and direction to more than 2200 sworn and non-sworn positions. He was responsible for the state's law enforcement mission of highway safety. He served as a liaison between the division and other local, state, and federal agencies on law enforcement issues. He encouraged a responsible and functional working relationship among the Florida Highway Patrol, the Florida sheriffs and chiefs of police, and other state and federal law enforcement agency chief executives through collegial cooperation and assistance. During his tenure with FHP, Mr. Czernis served on several commissions, boards and committees focused on public safety. He served as a Commissioner on the Florida Criminal Justice Standards and Training Commission, as a member of the Florida Criminal Justice Executive Institute Policy Board, as the law enforcement representative on the International Board of Directors for the American Association of Motor Vehicle Administrators, and as a member of the Governor's Drug Policy Advisory Board. He also served as an assessor for the Commission on Accreditation for Law Enforcement Agencies, Inc.

During his career with the Florida Highway Patrol, he also served Deputy Director of Special Operations Command managing the Patrol's budget, personnel, and administrative functions; as Chief Investigator managing the Patrol's criminal, administrative and professional compliance investigations; Chief Training Officer; and as the Grants, Accreditation, and Policy Administrator. His field experience spanned seventeen



years beginning as a trooper in 1977. He promoted through the ranks serving in field command and leadership positions until retiring from FHP in 2011.

**Jeremy Tidwell – *Project Technology Manager***

With over 16 years of relevant experience, Mr. Tidwell serves as Chief Information Officer of the Integrity Group and is actively involved in the company's disaster recovery service offerings through the Integrity Group Florida. Jeremy has ten years of proven leadership for an international non-profit organization in the areas of finance and information technology. With a keen understanding of emerging technologies and vision to implement innovations for long-term, sustainable delivery of services, Jeremy brings passion and expertise to our team. Jeremy is also a Certified Scrum Master and has over 5 years of experience working with Agile development teams. He manages the Integrity Group professional time documentation system as well as the critical disaster recovery project tracking system. Jeremy manages all project technology systems and reporting protocols needed by clients, including the application portals and management information systems related to CARES and ARPA grant programs.

**Amanda L. Cox – *Project Compliance Consultant--Procurements***

Amanda Cox has over thirteen years of experience as a litigation attorney and over four years of experience in disaster recovery including the FEMA Public Assistance Program. Mrs. Cox has worked on no less than 15 Federally Declared Disasters supporting 100's of Subgrantees in areas such as project scope of work changes, expense validation for payment and project closeout. This FEMA PA experience has included work on over five hundred Large Projects totaling over \$175 million. Ms. Cox's legal understanding has proven valuable in review of procurement and contract issues in Emergency Work and Permanent Work project assessments.

**David Ostrander – *Project Compliance Consultant--General***

David serves as a Compliance Officer for The Integrity Group and is actively involved in the company's service offerings through Blue Sky Florida (Emergency Mgt.); Detail Prime (Secondary Duty Services); and Capital Assurance Professionals (corporate & governmental compliance services).

David began working as an investigator in March 1984 and has continued in that profession since that date. In 1994, David went to work for the Florida Department of Revenue (DOR), Office of Inspector General, as a Revenue Investigator. During his time at DOR, David attended the Federal Law Enforcement Training Center where he received the designation of Seized Computer Evidence Recovery Specialist.

In 2004, David was hired by the Florida Agency for Healthcare Administration, Office of Inspector General, as the Director of Investigations. In August 2007, David and his family moved to the Atlanta, Georgia, area where he was hired as an Internal Affairs Investigator for the Georgia Department of Community Health, Office of Inspector General. In 2009, David was promoted to Director of Internal Affairs.

In 2011, David was promoted to Director of Provider Enrollment where he managed the processes responsible for enrolling medical providers into the Georgia Medicaid Program. In 2012, David was promoted to Deputy Inspector General and in 2016 he was promoted to Inspector General. As Inspector General, David was responsible for providing leadership and direction to a staff of over 65 employees including Program Integrity, Provider Enrollment, Background Investigations, Special Investigations, Audits and Third-Party Liability.

During David's time with the Integrity Group, he has worked on several projects, including the Shuttered Venue Operators Grant which resulted in grants totaling over \$9.7 million dollars to promoters and live venue operators who were hurt financially due to COVID-19.

David is also the Point of Contact for Reporting for a CARES and ARPA grantee and is responsible for preparing their Emergency Rental Assistance (ERA1 and ERA2) monthly and quarterly reports, including



the Participant Household and Demographics. David has also conducted monitoring reviews for counties that received CARES funding due to the COVID-19 pandemic to ensure that funds that went to businesses, churches and individuals were in compliance with federal law and regulations.

#### ***Zach Williams - Project Consultant--Grants***

Zach Williams started at The Integrity Group in early 2020 as a Project Specialist. Since joining, he has worked on sixteen COVID-19 related individual, business, and non-profit related relief programs authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act (ARPA). This has included three Emergency Rental Assistance (ERA) programs under the American Rescue Plan Act (ARPA) in both Florida and Mississippi, totaling approximately \$40 million dollars of assistance.

As a project specialist, Zach works directly with applicants and local governmental entities. With a prior background in accounting and bookkeeping, Zach is proficient in reviewing financial reports and documents provided by grant applicants and works diligently to ensure both accuracy and legitimacy in adherence to the U.S. Department of Treasury guidelines. Zach is an effective communicator who works well with others and is able to quickly establish rapport and provide exceptional customer service. Zach has excellent attention to detail and is a natural at identifying potential fraud.

#### ***Lauren Scott—Project Consultant--Grants***

Lauren Scott has over 10 years of experience in disaster recovery and the FEMA Public Assistance Program, working on 18 Federally Declared Disasters. During this time, Ms. Scott has worked on over 70 disaster recovery grants valued at over \$150 million, building relationships and rapport with 31 sub-grantees. Other Grant Management experience includes ARPA funding working with 5 Local Governments on 17 Grant Programs, three being specific to the Emergency Rental Assistance Program. Also, Non-Profit Sexual/Domestic Violence Center/Shelter, managing 13 grants, maintaining compliance, and providing deliverables. Ms. Scott is a resolute worker, who enjoys working under pressure and doing what is needed to get a job done effectively and efficiently. Displays a positive personality with effective communication skills. Works well on a team, and independently.

#### ***Fredericka Hamilton-Project Consultant--Grants***

Ms. Fredericka Hamilton is a seasoned disaster emergency response and recovery professional having worked disaster projects spanning Hurricane Andrew through Hurricane Michael. She has over 23 years of relevant experience. Her disaster emergency management assignments have included working in Florida, Massachusetts, New Jersey, and Louisiana. Her work has included all levels of the process—from damage assessments through final project closeouts. Overall, she has worked on 22 disasters and managed in excess of \$250 million in recovery funds.

During her Hurricane Sandy assignment in New Jersey, she was selected by her State Team Lead to perform state level quality control and assessments on FEMA staff written CATEGORY A (debris) project worksheets, and assist the FEMA Debris Team Lead, which resulted in favorable queue reviews and Sub-applicants receiving grant funding in a timely manner.

During her Hurricane Wilma assignment, she worked with Miami-Dade County Public Schools and Broward County Public Schools. Broward County Public Schools had numerous eligible projects with FEMA funding denials and over-looked damages. Through the FEMA appeal process, Fredericka worked with Broward County Public Schools assessing each project in question, which resulted in the school board receiving an additional \$1+ million dollars for the eligible, over-looked disaster damages and denied project costs.

In addition to working the FEMA Public Assistance Program on the state level, she has worked with the FEMA Hazard Mitigation Grant Program, and the Flood Mitigation Assistance Program on the state level while employed at the Florida Division of Emergency Management. Over the past two years she has extensive experience in COVID-19 recovery programs (i.e., CARES, ARPA) for local jurisdictions. Fredericka has worked in the State of Florida House of Representatives, Office of the Clerk, as well as the Florida Department of Environmental Protection and Florida A & M University.

#### **KC Charlton - Project Consultant--Grants**

Mr. Kamari Charlton has worked U.S. Treasury Department funded county grant programs for: small businesses, non-profits, non-profit healthcare organizations, resident food assistance, and churches/religious organizations with budgets totaling \$11.5 million+. He has provided customer service, data entry of applications and supporting documentation, program status updates, and audit reviews of submitted application documentation for the grant programs. Additionally, Mr. Charlton has over 20 years working in the hospitality and customer service industry managing daily resort and resort restaurant operations with annual budgets of \$25-40 million, managing weekly budgets, staffing, expenses and profit margins, and guest quality controls.

Mr. Charlton has over 30 years of construction management experience working in construction and construction master trades. He has managed project budgets, scheduling, ordering equipment, tools, and supplies, reviewed blueprints and site plans, reviewed project amendments and change orders, conducted staging, facilitated installation, inspections, certification of occupancy, clean-up, ensured customer satisfaction for commercial and residential jobs, and conducted project and contract quality control. Construction project budgets that Mr. Charlton has worked on have spanned to millions of dollars.

### **Summary of The Integrity Group's Capabilities**

#### ✓ **Relevant, Proven Success.**

We have served several local governmental entities in the full administration of CARES & ARPA related Programs. Combined, our clients' allocation totals approximately **\$120 million**. We have been responsible for **all components** of Grant Programs, including development of eligibility criteria; implementation of electronic portals for application processing (and paper applications); outreach efforts; comprehensive application reviews; case approvals/disapprovals; a specific management information system (with key dashboard); and final review for accuracy and compliance with U.S. Treasury and other guidelines.

#### ✓ **The Right Team.**

Our Florida team (all state natives or long-term residents) includes *experienced* professionals that are critical for effective monitoring. We offer former State Agency Inspectors General; Chief Auditors; Certified Project Managers; Certified Fraud Examiners; Certified Public Accountants; Grant Program Experts; and Information Technologists that have built and operated systems similar to the City's Program. We have significant Florida state government experience.

#### ✓ **Fraud Prevention & Detection.**

Many experts generally assume that approximately 10% of Federal grant funding is targeted by individuals (or organized groups) for fraudulent purposes. Because of this high risk, our team focuses on *fraud prevention and detection*. As a state-licensed investigative/security firm (the only entity on State Term Contract 84111600-20-1 with this designation), our experienced staff utilize an array of anti-fraud tools and techniques to detect such activity. In fact, in several programs, we have referred a number of cases to the FBI and/or appropriate local law enforcement agencies.

✓ **Right Size With Right Results.**

We are a Tallahassee-based firm with a team of 250 staff. Not huge, but big enough to scale up when necessary. In 12 years, we have developed, managed, and conducted final reconciliations on more than **10,000 disaster recovery projects** valued at **\$3.7 billion**. We have also secured funding totaling approximately \$40 million for communities that were impacted by Hurricane Michael. We will assist those local entities in project management, working with to ensure full compliance. We have **never** had a project that we authored and managed de-obligated by FEMA or HUD. Our firm has also been audited a number of times—with **zero adverse findings**. This is extremely rare for firms that work in the area of disaster grant management.

## **TAB 6:** ***Schedule***

Following is a *tentative* project schedule. The Integrity Group is prepared to adjust this timeline and start this important project immediately.

| <b>Date</b>        | <b>Action #</b> | <b>Project Activity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| May 15             | <b>1</b>        | Execute Contract and final operational details/staffing, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| May 18             | <b>2</b>        | With City Manager, present overall plan and timeline to City Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| May 18             | <b>3</b>        | Confirm that City has already been provided first tranche of funding and has deposited funds in an interest bearing account (interest earned can be spent on any items deemed necessary by the City).                                                                                                                                                                                                                                                                                                                                                                                                                        |
| May 25             | <b>4</b>        | Assist the City in the conduct of an analysis of loss revenue due to COVID-19 (utilizing U.S. Treasury Guidelines). This analysis will determine the amount of funding that may be used for any purpose identified by the City.                                                                                                                                                                                                                                                                                                                                                                                              |
| May 25-<br>Ongoing | <b>5</b>        | Work with City to establish a fully compliant ARPA program, including all reporting to U.S. Treasury and FDEM, ongoing compliance assessments; period reporting required; and City-wide outreach and support for grant programs to be implemented. The goal is maximum success and benefits to the City, its residents, and businesses. This will include the development of electronic portal and tools such as dashboard for ongoing monitoring and reporting.                                                                                                                                                             |
| May 25-<br>June 20 | <b>6</b>        | ARPA funding provides the City the opportunity to make necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. Congress recognized the critical importance of clean drinking water and the critical role of highly effective collection and treatment of wastewater and stormwater in maintaining public health. The interim final rule provides allows wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for the City. Workshop to identify priorities. |
| May 25-<br>June 20 | <b>7</b>        | As directed, work with City to determine amount of funding to be provided in the form of grants to residents, businesses, and non-profit organizations. Based upon the first allocation of approximately \$3.95 million, a portion of this amount may be utilized for grant programs. Please see following section for descriptions of potential grant programs; recipients; and a discussion of the less stringent eligibility and documentation requirements. The anticipated value of grants to be provided to eligible recipients would be determined by the City through the planning process.                          |
| June 20            | <b>8</b>        | Based upon the above workshops, develop a detailed spending plan for submission to FDEM/U.S. Treasury, including quarterly status reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|         |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ongoing | <b>9</b>  | Based upon needs identified by the City, aggressively pursue other grants available to supplement ARPA funding.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| June 30 | <b>10</b> | <p>As directed by the City, for grants to residents, business, non-profits</p> <ul style="list-style-type: none"> <li>▪ Finalize Outreach Plan/Schedule/Locations</li> <li>▪ Finalize Marketing Campaign</li> <li>▪ Finalize Program Eligibility Criteria and Standards</li> <li>▪ Draft Application forms, attestations, and other program aids</li> <li>▪ Communication Soft Roll-out (Radio, Newspaper, Website, Facebook, etc.)</li> <li>▪ Develop Grant Portal and Management System</li> <li>▪ Finalize paper applications and other application tools</li> <li>▪ Final modifications of Portal, Management System, Applications</li> <li>▪ Establish Call Center</li> <li>▪ Begin Application Phase</li> <li>▪ Review and recommend approval/disapproval to city</li> </ul> |
| July 15 | <b>11</b> | Conduct Audit & Closeout of Phase One                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| July 15 | <b>12</b> | Repeat steps above upon receipt of second tranche of funding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|         |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**TAB 7:**  
***Pricing of Services***

As requested in the RFQ, the proposed team, project title/role, and hourly rates are as follows:

| <b>Name</b>         | <b>Project Title/Role</b>                    | <b>Hourly Rate</b> |
|---------------------|----------------------------------------------|--------------------|
| John Czernis        | Project Manager                              | \$180              |
| Jeremy Tidwell      | Project Technology Manager                   | \$160              |
| Amanda Cox          | Project Compliance Consultant (Procurements) | \$160              |
| Dave Ostrander      | Project Compliance Consultant (General)      | \$160              |
| Zach Williams       | Senior Consultant (Grants)                   | \$160              |
| Lauren Scott        | Senior Consultant (Grants)                   | \$160              |
| Fredericka Hamilton | Senior Consultant (Grants)                   | \$160              |
| KC Charlton         | Project Consultant (Grants)                  | \$160              |

- ✦ All professional consulting fees are 100% covered by ARPA funds. No city expenditures are required throughout this entire project.
- ✦ Please note that these professionals will be deployed to the City “just in time”. This will enable high quality service that does not exceed the authorized administrative allowance provided by US Treasury.
- ✦ Travel costs will be billed with zero mark-up and be consistent with State of Florida guidelines.

## **TAB 8:** *References*

Our firm has significant and successful experience in the area of Federal funding administration, compliance monitoring and specific grant case review and validation—including several engagements for CARES, and ARPA funded grant programs. Our focus in all of these projects has been consistent with the goals and objectives outlined by the City in this RFQ.

For these clients, our focus has been on the development of compliant spending plans and ensuring full adherence to U.S. Treasury and State guidelines. Additionally, we have served clients in the full administration of **COVID-19 related Grant Programs totaling approximately \$120 million**. In all of these programs, we have been responsible for all components of the Grant Programs, including the use of our anti-fraud tools and full quality and compliance review of all cases. Key to these services is assisting clients in maximizing the use of their funding and ensuring that all expenditures are managed in a manner that is consistent with Federal guidelines established by the U.S. Department of Treasury.

Relative to the current needs of the City in the administration of the ARPA Funding Program, the following recent projects reflect our experience in the administration and compliance monitoring for **COVID-related grant programs** since early 2020 (CARES & ARPA).

**Client:** Gadsden County, Florida

**Project:** Administration & Compliance Assurance of Coronavirus Aid, Relief, and Economic Security Act (CARES) & American Rescue Plan Act Grant Programs totaling \$13 million

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**Contact:** Chairman Dr. Anthony O. Viegbesie, Gadsden County Commission

**Phone:** 850.875.8650

**Email:** [aviegbesie@gadsdencountyfl.gov](mailto:aviegbesie@gadsdencountyfl.gov)

**Description:** The Integrity Group began working with the Gadsden County, FL Board of County Commissioners in early 2020. The focus of our efforts in administration of significant COVID-19 funding was on **full compliance** of all regulations and high-quality work product. Our Team worked with county leadership and staff on the county's creation of the Gadsden County **Coronavirus Aid, Relief, and Economic Security Act (CARES Act)** Program to develop, manage, administer, interface with the public, audit and successfully close out (with the Florida Division of Emergency Management) this U.S. Treasury Department federal grant funded program totaling \$13 million. These federal grant funds were coordinated through the Florida Division of Emergency Management. Our Team worked with county commissioners, staff, and the County Administrator to develop program guidelines, supporting documentation criteria, and outreach programs to assist county residents, small businesses and non-profit organizations impacted by COVID-19. The county also received federal grant funds from the program to offset unexpected COVID-19 pandemic related expenses that allowed continuation of county operations and county workforce work throughout the COVID-19 pandemic. Additionally, local cities and municipalities were granted a funding "pass through" from the county program to assist with increased operating expenses due to the COVID-19 pandemic. Our Team created paper applications, an on-line portal for e-application submissions, interfaced with county residents and small business owners daily during the program's operation, and provided program progress reports to county commissioners during monthly board meetings and workshops.

Our Team continues to work with the County on the county's first tranche of U.S. Treasury Department, **American Rescue Plan Act Program** federal grant program funding received in 2021, directly to the



county. The county program was named the Gadsden County American Rescue Plan (GCARP) Program. Our Team with input from the county commissioners created and developed program guidelines and supporting documentation criteria, applications used for the paper and portal applications for the various assistance programs: county resident assistant/ food card program, non-profit organizations assistance program, non-profit healthcare assistance program, churches and religious organizations assistance program, and small business assistance grant programs. Our Team worked closely with county staff and administrators, and provided customer service via phone/ in person, audited supporting documentation submitted with applications, audited county COVID-19 related increased costs and expenses for reimbursement, recommended funding awards for applicants who were approved, and provided quarterly report updates to the county for submission to the U.S. Treasury Department. Our Team presented program updates to the Gadsden County Board of County Commissioners during public county workshops and board meetings. With the successful outcome of the first tranche of program funding in the county, our Team will continue assisting Gadsden County, FL Board of County Commissioners with their second tranche of U.S. Treasury Department, **American Rescue Plan Act Program** federal grant program funding to be received in 2022.

**Client:** Bay County, Florida

**Project:** Administration & Compliance Assurance of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant Program totaling \$42 million

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**Contact:** Commissioner Robert Carroll

**Phone:** 850.248.8140

**Email:** rcarroll@baycountyfl.gov

**Description:** Under our comprehensive Disaster Recovery Contract with Bay County, The Integrity Group was tasked to develop and administer COVID-19 funded grants to small businesses and non-profit organizations throughout the County. The value of this countywide program was approximately \$42 million. As is the case in all of our grant administration projects, the focus of our efforts in the project was on **full compliance** of all regulations and timely and quality results.

Our Team worked with county leadership and staff on the creation of the Bay County **Coronavirus Aid, Relief, and Economic Security Act (CARES Act)** Program. We developed the eligibility criteria, application and documentation requirements; developed and administered an electronic portal/interface for application submission; developed paper applications and designed a method to collect and digitize those documents; provided outreach and technical assistance to interested applicants; implemented and operated a 12 hour per day call center; conducted a comprehensive review of all applications; implemented fraud prevention and detection tools; and, based upon our analyses, recommended approval or disapproval of all applications. Finally, we conducted a final audit and reconciliation of all funds to effectively close out the program.

As a result of our demonstrated success in the administration and compliance assurance related to this project, the Bay County Clerk's Office, engaged our team to conduct a comprehensive audit of a similar grants program (see below).

**Client:** Bay County Clerk of Court & Comptroller

**Project:** Audit of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant Program

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**Contact:** Chief Deputy Clerk Katy Nail, Bay County Clerk of Court & Comptroller  
**Phone:** 850.747.5101  
**Email:** [knail@baycoclerk.com](mailto:knail@baycoclerk.com)

**Description:** The Integrity Group was tasked by the Bay County Clerk's Office to complete a comprehensive audit of the CARES grant program for residents impacted by COVID-19. The County had contracted with the United Way of Northwest Florida (UWNWFL) to disburse \$5 million in federal **Coronavirus Aid, Relief, and Economic Security Act (CARES Act)** funds to Bay County's citizens in need of financial assistance. The United Way of Northwest Florida (UWNWFL) accomplished the distribution of the majority of the \$5 million to Bay. This was in addition to the grant program for small businesses and non-profit organizations which The Integrity Group was tasked to administer fully (from initial application to review and quality control of all cases (see above).

Our compliance monitoring team reviewed the results and processes employed by the UWNWFL and its partners in this audit. The Integrity Group has found that UWNWFL, between November 1, 2020, and December 30, 2020, made 1,513 grants totaling \$3,524,363.43 to persons who represented themselves as Bay County residents adversely impacted by the pandemic and in need of assistance. The Integrity Group identified several issues and concerns with the grant administration process. These concerns were fully documented in its report, but center around the following general areas: insufficient internal controls, a delayed implementation of a database to monitor the program for duplicate applicants and relief recipients, and non-compliance with relief expenditure expectations imposed by the CARES Act, FDEM's funding agreement with Bay County, and Bay County's contract with UWNWFL. This audit resulted in significant corrective actions and enhanced results of the program overall.

**Client:** Okaloosa County, Florida

**Project:** **Coronavirus aid, Relief, and Economic Security Act (CARES Act) and Emergency Rental Assistance Grant Programs totaling \$51 million**

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**Contact:** Deputy County Manager Craig Coffey  
**Phone:** 850.689.5050  
**Email:** [ccoffey@myokaloosa.com](mailto:ccoffey@myokaloosa.com)

**Description:** In addition to assisting in the overall spending plan for CARES funding, The Integrity Group was tasked to develop and administer COVID-19 funded grants to small businesses and non-profit organizations throughout the County. The value of this countywide CARES/ARPA program was approximately \$51 million. As is the case in all of our grant administration projects, the focus of our efforts in the project was on **full compliance** of all regulations and timely and quality results.

Our Team worked with county leadership and staff on the creation of the Okaloosa County Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Program. We developed the eligibility criteria, application and documentation requirements; developed and administered an electronic portal/interface for application submission; developed paper applications and designed a method to collect and digitize those documents; provided outreach and technical assistance (in County) to interested applicants; implemented and operated a 12 hour per day call center; conducted a comprehensive review of all applications; implemented fraud prevention and detection tools; and, based upon our analyses, recommended approval or disapproval of all applications. Finally, we conducted a final audit and reconciliation of all funds to effectively close out the program.

**Client:** Wakulla County, Florida

**Project:** Coronavirus Aid, Relief, and Economic Security Act (CARES) totaling \$11 million

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**Contact:** David Edwards, County Administer

**Phone:** 850.926.0919

**Email:** [dewards@mywakulla.com](mailto:dewards@mywakulla.com)

**Description:** In addition to assisting in the overall spending plan for CARES funding The Integrity Group provided professional consulting services to Wakulla County, Florida in the development, implementation, and management of their CARES Act funding. This included presentations to the Wakulla County Board of Commissioners on the CARES Act funds allowable and unallowable uses, refining Wakulla County's spending plan for conformance with the CARES Act and US Treasury requirements. Our team developed paper applications as well as a web-based portal for households and business in making application for financial assistance. The portal also allowed applicants to view the status of their application and real-time management reports. TIG provided staff in Wakulla County to assist County staff, residents and business with the CARES Act programs that included assistance to residents and businesses in completing applications, processing payments, and management reports showing the overall success of the relief programs. TIG also worked closely with the County's housing department to review recipients for their CARES Act Housing program to ensure there were no duplication of services between similar rental assistance programs. Additionally, TIG supported County staff in the reimbursement of County offices for eligible PPE costs, sanitization of offices, and other eligible costs, as well as the sub-granting of CARES Act funds to provide needed funding to the County Health Department and Sheriff's Office for retrofitting the HVAC units, testing sites, salary/benefits for eligible first responders, and PPE supplies.

**Client:** Hinds County, Mississippi

**Project:** Admin. & Compliance Assurance of Emergency Rental Assistance Grant Programs totaling \$45 million

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**Contact:** Nkemdili Lewis, Director of Budget and Finance

**Phone:** 601.714.6209

**Email:** [nlewis@co.hinds.ms.us](mailto:nlewis@co.hinds.ms.us)

**Description:** Amidst the COVID-19 Pandemic and the American Rescue Plan Act (ARPA) implementation, Hinds County has offered emergency relief to eligible tenants and landlords. The Integrity Group (TIG) was contracted to develop, implement, administer, and verify full compliance with all regulations for the Hinds County Emergency Rental Aid Program (HCERA). Funding is provided directly through the U.S. Department of Treasury's Emergency Rental Assistance Program to the Hinds County Board of Supervisors. HCERA has made nearly \$15 million available to assist Hinds County households that have been unable to pay rent due to the COVID-19 Pandemic. Upon the completion of ERA1 spending and in addition to their initial allotment, Hinds County was able to receive a portion of Treasury's reallocated funds, consequently allowing more funding to be dispersed to those financially impacted.

Under this program, we developed branded paper applications and a branded online portal for submitting electronic applications and uploading required documentation from residents and landlords. In this portal, frequently asked questions were developed and continuously updated to mimic the fluctuating Treasury guidance. We have developed and administered many grant programs to provide relief and assistance to those financially affected. Within these programs, we have conducted outreach events, assessed programmatic operations to ensure expediency and efficiency, collected and processed individual applications, and performed validation reviews through payment initiation. We have received approximately 4,000 applications, awarding close to \$15 million. The portal syncs with a real-time quick

view dashboard to allow leadership to track grant disbursement performance. The online dashboard serves as our Case Management System, which receives all portal application information and uploaded documentation. Our dashboard is updated in real-time with status changes and reviewers' comments documenting interactions with applicants throughout the application review process, also allowing applicants to track and view their status.

TIG provided training to Grant Specialists on the designated hotline that encompasses a trunked call system with voicemail and texting capabilities. Training also included assistance for in-person applications with a local team, utilization of checklists for qualifying applications to determine the eligibility of funds to be awarded, along with associated documentation to justify such requests. All programmatic implementations were performed following current and updated Treasury guidance. Our team integrates internal anti-fraud controls to prevent duplicate payments, overpayments and paying ineligible recipients while processing all payments to Landlords, Applicants, Utility Providers, and "other associated expenses" as allowable. TIG prepared complete monthly and quarterly reports and other reporting required by Treasury. Lastly, final reconciliation and reporting to Hinds County regarding program expenditures and balances of accounts.

**TAB 9:**  
*Additional Forms*



RFQ NO. 22-0422100

ARPA FUNDING CONSULTING SERVICES

PROPOSER QUALIFICATIONS

The Proposer, for purposes of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt 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: Blue Sky Emergency Management (DBA The Integrity Group)

Address: 2120 Killarney Way

City, State, Zip: Tallahassee, FL 32309 Phone/Fax: 850-739-3600

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

Gary Yates

8/26/2011

Tim Moore

8/26/2011

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The length of time in business: 12 years

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

12 years

8. Provide a list of at least three commercial or government references that the Proposer has supplied services meeting the requirements of the City of Opa-locka specification, during the last thirty-six months.

9. A copy of County and/or Municipal Business Tax Receipts

**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.



## **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 proposal, 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 Gary Yates

Printed Name Gary Yates



**CITY OF OPA-LOCKA  
RFQ NO. 22-0422100**

**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 Gary Yates the  
(Name)  
Senior Partner of Blue Sky Emergency Management (DBA The Integrity Group)  
(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.

4/21/2022  
Date

Gary Yates  
Signature



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

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

Gary Yates being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Senior Partner  
(Owner, Partner, Officer, Representative or Agent) of  
Blue Sky Emergency Management 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:

[Signature]  
Witness

[Signature]  
Witness

By: Gary Yates  
Signature

Gary Yates, Senior Partner  
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: Gary Yates

Title: Senior Partner

State of Florida County of Leon

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online notarizations

this 21<sup>st</sup> day of April, 2022.

By Gary Yates

Personally known ☒ OR produced identification \_\_\_\_\_

Sheila McGraw  
Notary Public

My Commission Expires 07/10/2025





## E-VERIFY

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

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

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



## E-VERIFY FORM

### Definitions:

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

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

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

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

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

Company Name: Blue Sky Emergency Management (DBA The Integrity Group)

Authorized Signature: Gary Yates

Print Name: Gary Yates

Title: Senior Partner

Date: 4/21/2022



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PUSH BUTTON INTERSECTIONS IMPROVEMENT (MIAMI DADE-COUNTY RPQ #20190236), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. TO INSTALL A FRENCH DRAIN, STORM DRAIN CATCH BASIN (J TYPE) SYSTEM AND POLLUTION RETARDANT BAFFLES ALONG NW 147TH STREET, WITHIN THE CITY OF OPA-LOCKA, TO MITIGATE FLOODING EVENTS ON THE STREET, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED FORTY ONE DOLLARS (\$218,841.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED TWENTY ONE THOUSAND, EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$21,884.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in an effort to mitigate flooding in the City of Opa-Locka ("City"), the City Manager has identified drainage work to assist in that end; and

**WHEREAS**, the proposed work, which is located on NW 147th Street within the City, consists of seven (7) catch basins and six hundred and fifteen (615) feet of French drains. The drainage system will be installed from NW 22nd Place to 26th Avenue along NW 147th Street, including temporary pavement repair to those sections where the drainage system will be installed. The milling and resurfacing of this street were previously approved by the Commission, pursuant to Resolution 22-9963, for One Hundred Forty Thousand, Seven Hundred Forty-Five Dollars (\$140,745.00) and work is being deferred pending completion of the installation of the proposed drainage system; and

**WHEREAS**, Miami-Dade County previously awarded a contract to H&R Paving Inc., attached as Exhibit "A", pursuant to its Request for Qualifications (RFQ) No. 20190236 for Push Button Intersections Improvement for a one-and-a-half-year period commencing March 30, 2020 through September 21, 2021. The contract was subsequently renewed for an additional nine (9) months, set to expire on June 18, 2022; and



**WHEREAS**, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

**WHEREAS**, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for Two Hundred Eighteen Thousand, Eight Hundred Forty One Dollars (\$218,841.00) to install a French Drain, Storm Drain Catch Basin (J Type) System and Pollution Retardant Baffles along NW 147th Street, within the City, to mitigate flooding events on the Street; and

**WHEREAS**, additionally, the City Manager recommends the establishment of a ten percent (10%) contingency budget of exceed Twenty-One Thousand, Eight Hundred Eighty-Four Dollars (\$21,884.00) to address small issues which might arise in the completion of the project.

**WHEREAS**, the City Commission finds that it is in the best interest of the City to piggyback the Miami-Dade County contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C, to install a French Drain, Storm Drain Catch Basin (J Type) System and Pollution Retardant Baffles along NW 147th Street, within the City, in an amount not to exceed Two Hundred Eighteen Thousand, Eight Hundred Forty One Dollars (\$218,841.00).

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

**Section 1. RECITALS ADOPTED.**

The recitals to the preamble herein are incorporated by reference.

**Section 2. AUTHORIZATION**

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the Miami-Dade County contract with H&R Paving Inc. for qualified professional services for Push Button Intersections Improvement and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "C, to install a French

Drain, Storm Drain Catch Basin (J Type) System and Pollution Retardant Baffles along NW 147th Street, within the City, in an amount not to exceed Two Hundred Eighteen Thousand, Eight Hundred Forty One Dollars (\$218,841.00); further authorizing a ten percent (10%) Project Contingency Budget, in an amount not to exceed Twenty One Thousand, Eight Hundred Eighty-Four Dollars (\$21,884.00).

**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, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

**Section 4. EFFECTIVE DATE.**

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 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**

|                                                                   |                                                                                |                   |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                            |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Department Manager:</b>                                        | Adelina Gross                                                                  |                   | <b>Department Manager Signature:</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                            |
| <b>City Manager:</b>                                              | Darvin Williams                                                                |                   | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                            |
| <b>Commission Meeting Date:</b>                                   | 05/25/2022                                                                     |                   | <b>Item Type:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                      | <b>Resolution</b><br><br>X                                                                                           | <b>Ordinance</b><br><br>   |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>          | <b>Yes</b><br><br>X                                                            | <b>No</b><br><br> | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1st Reading</b><br><br>                                                                                           | <b>2nd Reading</b><br><br> |
|                                                                   |                                                                                |                   | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>Yes</b><br><br>                                                                                                   | <b>No</b><br><br>X         |
| <b>Funding Source:</b><br><small>Account# :</small>               | <small>(Enter Fund &amp; Dept.)</small><br>Ex:<br>See Financial Impact Section |                   | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b><br><br>                                                                                                   | <b>No</b><br><br>X         |
| <b>Contract/P.O. Required:</b><br><small>(Enter X in box)</small> | <b>Yes</b><br><br>X                                                            | <b>No</b><br><br> | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                            |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small>  | <b>Yes</b><br><br>X                                                            | <b>No</b><br><br> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input checked="" type="checkbox"/><br>Bus. & Economic Dev <input type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                            |
| <b>Sponsor Name</b>                                               | City Manager                                                                   |                   | <b>Department:</b>                                                                                                                                                                                                                                                                                                                                        | City Manager                                                                                                         |                            |

**Short Title:**

**PROJECT No. 2022-09-015  
NW 147<sup>TH</sup> STREET - Drainage Installation**

**Staff Summary:**

A resolution from the City Commission of the City of Opa-locka, Florida to authorize the City Manager to accept the fee proposal from H&R Paving, Inc. to install a French Drain, Storm Drain Catch Basin (J Type) System and Pollution Retardant Baffles along NW147th Street to mitigate flooding events on this street.

The proposed work on NW 147th Street consists of seven (7) catch basins and six hundred and fifteen (615) feet of French drains. The drainage system will be installed from NW 22nd Pl to 26th Ave along NW 147th Street, including temporary pavement repair to those sections where the drainage system will be installed. The milling and resurfacing of this street was previously approved by the Commission (Resolution 22-

9963) for \$140,745 and is being deferred pending completion of the installation of the proposed drainage system.

H&R Paving, Inc. has an existing contract with Miami-Dade County in response to the County RPQ # 20190236 for "Push Button Intersection Improvement South" that fits the scope of this project for piggybacking purposes.

### **Financial Impact**

This project is proposed to cost \$218,841.00. Additionally, Staff recommends the establishment of a 10% contingency (\$21,884.00) to address small issues which might arise in the completion of this project. Also, it is anticipated that up to an additional \$40,000 will be spent with a different contractor to remove the trash currently on the roadway and also remove subsequent debris resulting from construction of this project. To the extent this additional effort exceeds the City Manager's authority, it will be brought back to the Commission for approval. This is an unbudgeted project and will be addressed in Budget Amendment #4 with funding to come from the Stormwater Fund available fund balance.

|               | Account   | Description            | Available * | Project   | Remaining Balance |
|---------------|-----------|------------------------|-------------|-----------|-------------------|
| Project       | 86-541825 | NW 147 St – (Drainage) | \$218,841   | \$218,841 | –                 |
| Contingency   | 86-541825 | NW 147 St – (Drainage) | \$ 21,884   | \$ 21,884 | –                 |
| Total Project |           |                        |             | \$240,725 |                   |

\* To be available after approval of Budget Amendment #4.

### **Proposed Action:**

Staff recommends the City Commission authorize the City Manager to enter into an agreement with H&R Paving, Inc. to install drainage from NW 22nd Pl to 26th Ave along NW 147th St for \$218,841.00 and to also authorize the establishment of a 10% contingency (\$21,884.00) for issues which may arise.

### **Attachment:**

1. Agenda
2. Proposal provided by H&R Paving, Inc
3. Street Map
4. Street Pictures
5. MDC NTP Letter and BID form Package in response to the RFQ No. 20190236
6. Opa-locka Piggyback Contract.



1955 N.W. 110 Ave., Miami, FL 33172  
 Telephone: (305) 261-3005  
 Fax: (305) 592-6079



# PROPOSAL

|           |         |
|-----------|---------|
| QUOTE NO. |         |
| DATE:     | 5-12-22 |

LICENSED AND INSURED

|         |                                                                    |       |                                                                        |
|---------|--------------------------------------------------------------------|-------|------------------------------------------------------------------------|
| TO      | CITY OF OPA LOCKA<br>780 FISHERMAN ST<br>OPA- LOCKA, FLORIDA 33054 | JOB   | NW 147th St Drainage Improvements<br>RFQ: 20190236 - Miami Dade County |
| CONTACT |                                                                    | PHONE |                                                                        |

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

| Description                | Quantity | Unit | Unit Price   | Contract Amount      |
|----------------------------|----------|------|--------------|----------------------|
| Barricades                 | 500.00   | EA   | \$ 0.25      | \$ 125.00            |
| Type J Catch Basin         | 7.00     | EA   | \$ 6,100.00  | \$ 42,700.00         |
| Subgrade Preparation       | 4,500.00 | SY   | \$ 2.00      | \$ 9,000.00          |
| Regular Excavation         | 1,350.00 | SY   | \$ 10.00     | \$ 13,500.00         |
| 24" French Drain           | 615.00   | LF   | \$ 175.00    | \$ 107,625.00        |
| 24" Solid Pipe             | 400.00   | LF   | \$ 90.00     | \$ 36,000.00         |
| Pollution Retardant Baffle | 14.00    | EA   | \$ 400.00    | \$ 5,600.00          |
| M.O.T.                     | 1.00     | LS   | \$ 4,291.00  | \$ 4,291.00          |
| Contingency (10%)          | 1.00     | LS   | \$ 21,884.00 | \$ 21,884.00         |
|                            |          |      | <b>TOTAL</b> | <b>\$ 240,725.00</b> |

## NOTES:

- Road milling and resurfacing to be done after this project is complete.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of Permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R Paving, Inc. (READ REVERSE SIDE)

Authorized Signature: \_\_\_\_\_

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, 1/3 when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_







# NW 147th St











DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

# ROUTING SLIP

SLIP NUMBER:

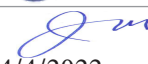
DATE:

3/21/2022

DIVISION:

Capital Improvements

(CIRCULATE IN ORDER)

| ROUTING                                                                         | INITIAL &<br>DATE APPROVED                                                                     | INITIAL &<br>DATE RETURNED | COMMENTS |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------|----------|
| 1. Alfredo Munoz, Chief Capital Improvements Division, DTPW                     | AM 3/21/22                                                                                     |                            |          |
| 2. Alejandro Barrios, Assistant Director, Construction and Maintenance Division | AB 3/23/22                                                                                     |                            |          |
| 3. Frank Guyamier, P.E. Deputy Director, DTPW                                   | FG 3/23/22                                                                                     |                            |          |
| 4. Eulois Cleckley, Director and CEO DTPW                                       |  03/29/2022 |                            |          |
| 5. Jimmy Morales, Chief Operation Officer                                       |  4/4/2022   |                            |          |
|                                                                                 |                                                                                                |                            |          |
|                                                                                 |                                                                                                |                            |          |
|                                                                                 |                                                                                                |                            |          |
|                                                                                 |                                                                                                |                            |          |

SUBJECT:

Change Order 1: Time Extension, Project 20190236 Push Button Intersections Improvement- South

NOTES:

FILE:

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Briefing requests</b> | Change Order 1: Time Extension, Project 20190236 Push Button Intersections Improvement- South.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                          | <p><b>Purpose/statement of the issue:</b></p> <ul style="list-style-type: none"> <li>• The purpose of this request is to obtain approval for the attached change order to DTPW's Push Button Intersections Improvement- South project, currently under construction.</li> <li>• This change order extends the contract time by 270 non compensable calendars days to complete the work planned for work orders (WO) numbers 5, 9, 11, 12 and 13. These work orders have been delayed due to permitting and utility issues causing excessive delays beyond the contractor's responsibility at the following locations: <ul style="list-style-type: none"> <li>• WO# 5 SW 137 Ave from SW 74 Street to SW 79 Street.</li> <li>• WO# 9 SW 117 Ave and SW 104 Street.</li> <li>• WO# 11 SW 152 Ave and SW 184 Street.</li> <li>• WO# 12-SW 117 Ave and SW 152 Street.</li> <li>• WO# 13-SW 147 Ave and SW 67 Lane.</li> </ul> </li> </ul> |
|                          | <p><b>Background:</b></p> <ul style="list-style-type: none"> <li>• The original project scope provided to the contractor included <ul style="list-style-type: none"> <li>- Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations necessary for Intersection Improvements.</li> <li>- Work includes but is not limited to construction of asphaltic concrete road base and surface; pavement removal; pavement milling; pavement markings; signage; drainage; sidewalks; concrete curb and gutter; and traffic calming devices. Incidental items required for areas such as streetlight, traffic signal installation, etc. may be added to this Contract.</li> </ul> </li> <li>• The funding sources for this project is Road Impact Fees (RIF).</li> </ul>                                                                                                |
|                          | <p><b>Recommendation:</b> It is recommended that the Director &amp; CEO and the Mayor or Mayor's designee approves this change order.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                          | <p><b>Decision needed/ask:</b> To have the Director &amp; CEO execute the change order to later be signed by the Chief Operations Officer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                          | <p><b>Next steps:</b> To be routed to Chief Operations Officer for signature.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



Daniella Levine Cava, Mayor

Department of Transportation and Public Works  
Capital Improvements Division  
111 NW 1 Street, Suite 1410  
Miami FL 33128

**CHANGE TO RPQ / PURCHASE ORDER MCC 7360 Plan RPQ: 20190236**

CHANGE NO: 1 DATE: 9/8/2021 TO CONTRACTOR: H & R Paving Inc.  
PROJECT NAME: Push Button Intersections Improvement- South PO RELEASE NO: PCMT2000062  
PO RELEASE NO 2:

PROJECT LOCATION: Various locations (See comments Section)

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

**Description of work authorized:** This Change Order increases the contract time by 270 non-compensable calendar days.

**Monetary Justification:** This Change Order does not increase the contract amount.

**Time Justification:** This change order extends the contract time by 270 non compensable calendars days in order to complete the work planned for work orders (WO) numbers 5, 9, 11, 12 and 13. These work orders have been delayed due to utility issues causing excessive delay beyond the contractor's responsibility at the following locations:  
• WO# 5 SW 137 Ave from SW 74 Street to SW 79 Street.  
• (Continued below)

This payment authorization includes all direct and indirect costs associated with the work described herein including, but not limited to costs of labor, material, job overhead, profit markup, costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the RPQ and this change order from the date of the RPQ award to and including execution of this change order.

**SUMMARY OF CONTRACT AMOUNT / TIME**

|                                                                   |                |           |
|-------------------------------------------------------------------|----------------|-----------|
| ORIGINAL CONTRACT AMOUNT / ORIGINAL COMPLETION DATE               | \$1,737,277.00 | 9/21/2021 |
| ORIGINAL CONTINGENCY AMOUNT                                       | \$173,727.70   |           |
| ORIGINAL DEDICATED AMOUNT                                         | \$96,245.54    |           |
| ORIGINAL TOTAL AMOUNT                                             | \$2,007,250.24 |           |
| COST OF CHANGES PREVIOUSLY ORDERED                                | \$0.00         |           |
| ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE                     | \$2,007,250.24 |           |
| COST OF CHANGES WITH THIS DOCUMENT                                | \$0.00         |           |
| ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE                    | \$2,007,250.24 |           |
| PERCENT AMOUNT INCREASE WITH THIS CHANGE                          | 0%             |           |
| TOTAL PERCENT AMOUNT INCREASE TO DATE                             | 0%             |           |
| TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE          | 540 / 0 / 270  |           |
| ADJUSTED DURATION INCLUDING THIS CHANGE / REVISED COMPLETION DATE | 810            | 6/18/2022 |
| PERCENT TIME INCREASE WITH THIS CHANGE                            | 50%            |           |
| TOTAL PERCENT TIME INCREASE TO DATE                               | 50%            |           |

**CERTIFYING STATEMENT** The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

This project has a SBE Measure and is subject to the 85% Compliance review: No  
RPQ No. 20190236 does not have a SBE Measure. As such, Change Order No. 1 is not subject to Resolution No. R-1001-15.

RPQ: 20190236

Accepted By:

*H&R PAVING INC*  
Contractor Name

*[Signature]*  
Contractor Signature

9/13/2021  
Date

RPQ: 20190236

Accepted By:

Philadelphia Indemnity Insurance Company  
Surety Name

*[Signature]*  
Surety Signature

Warren M. Alter, Attorney-in-Fact

9/10/2021  
Date



In accordance with Implementing Order 3-53, execution by the following persons (TO BE COMPLETED ONLY FOLLOWING EXECUTION BY THE CONTRACTOR AND ITS SURETY) shall constitute approval of the change order, effective on the latest date set forth below

RPQ: 20190236

Approved By:

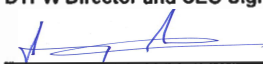
*Freddy Valero*

DTPW Project Manager Name

*[Signature]*  
DTPW Project Manager Signature

09/13/2021

Date

|               |                               |                                                                                    |            |
|---------------|-------------------------------|------------------------------------------------------------------------------------|------------|
| RPQ: 20190236 | Eulois Cleckley               |   | 03/29/2022 |
| Approved By:  | DTPW Director and CEO Name    | DTPW Director and CEO Signature                                                    | Date       |
| RPQ: 20190236 | Jimmy Morales                 |  | 4/4/2022   |
| Approved By:  | Chief Operations Officer Name | Chief Operations Officer Signature                                                 | Date       |

**Time Justification: (Continued)**

WO# 9 SW 117 Ave and SW 104 Street.  
 • WO# 11 SW 152 Ave and SW 184 Street.  
 • WO# 12-SW 117 Ave and SW 152 Street.  
 • WO# 13-SW 147 Ave and SW 67 Lane.

**Time Justification Declaration:**

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

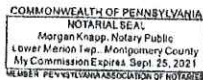
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of September, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004  
610.617.7900 • Fax 610.617.7940 • PHLY.com

## SURETY BOND SEAL ADDENDUM

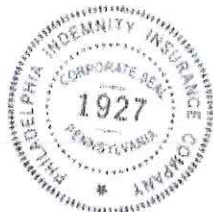
### *PHILADELPHIA INDEMNITY INSURANCE COMPANY*

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20<sup>TH</sup> day of March, 2020.

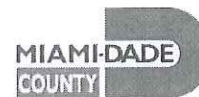
Philadelphia Indemnity Insurance Company



By: \_\_\_\_\_

Michael Cundiff, Senior Vice President





May 7, 2020

**Raul Gonzalez**  
H & R Paving, Inc.  
1955 N.W. 110<sup>th</sup> Avenue  
Miami, Florida 33172

**Department of Transportation and Public Works**  
**Capital Improvements Division**  
Capital Improvements Division  
111 NW 1<sup>st</sup> Street, 14<sup>th</sup> Floor  
Miami, FL 33128  
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for **MCC 7360 Plan – RPQ No: 20190236**  
**Push Button Intersections Improvement - South**

**CERTIFIED MAIL No: 7016 0910 0000 9051 5550**  
**EMAIL: HR@hrpaving.com**  
**TELEPHONE: 305-261-3005**

Dear **Raul Gonzalez:**

This letter will serve as your notification that you are to proceed with the work described in **RPQ# 20190236** starting **Monday, March 30<sup>th</sup>, 2020** and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is **540 consecutive calendar days** which results in a scheduled completion date of **Tuesday, September 21<sup>st</sup>, 2021**. In the event the project is not completed by the scheduled completion date and a time extension has not been granted, your firm shall be subject to any liquidated and or stipulated damages as defined in the contract documents for this project.

**Push Button Intersections Improvements - South**

The complete execution of this Notice to Proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7360 Plan. **Failure to properly execute and return this document within ten (10) calendar days of the date of this letter may result in the County rescinding the award to your firm and awarding the subject project to the next lowest responsive and responsible bidder.**

The terms and conditions applicable to this contract are in the 7360 Contract dated 6/1/2003 and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change order, etc.).

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance the contract procedure, the Miami-Dade County **Purchase Order Release Number** is **PCMT2000062**.

Should you have any question regarding this notification, please contact Joaquin Rabassa at 305-375-4338.

Sincerely,

Joaquin Rabassa, P.E.  
Construction Manager 3

**To Be Completed by The Contracting Firm**

I understand and accept the terms and conditions for the **RPQ # 20190236** referenced above.

Accepted by: Company Name: H & R PAVING INC.  
Authorized Representative Name: RAUL GONZALEZ  
Authorized Representative Signature: (Signature)  
Dated: 5/12/2020

The foregoing was sworn and subscribed before me this 12<sup>th</sup> day of MAY, 2020 by RAUL GONZALEZ. Who is personally known to me or who produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief. **Abe Rodriguez**

My Commission expires: 2022

NOTARY PUBLIC  
STATE OF FLORIDA



Commission # **GG160467**  
Expires: **January 11, 2022**  
Bonded thru **Aaron Notary**

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Frank Guyamier, P.E., DTPW  
Alfredo Muñoz, P.E., DTPW  
Roxana Bayarre, P.E., DTPW

Manuel Garcia, DTPW  
Alvaro Castro, DTPW  
Alicia Arce, DTPW

Bassam Moubayed, DTPW  
Marcia Martin, ISD  
Freddy Valero, DTPW

Rene Idarraga, P.E., DTPW

RPQ # 20190236 PCMT2000062

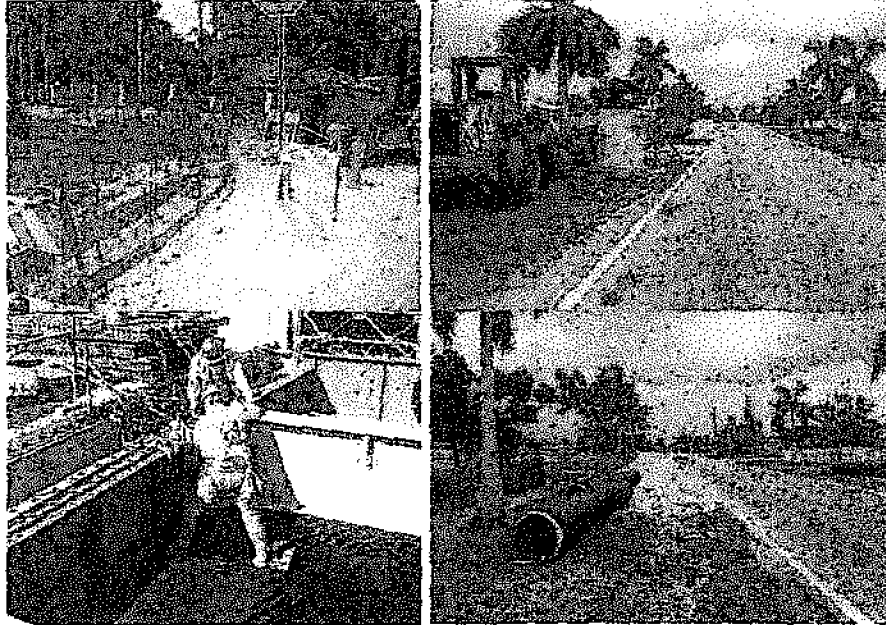
" H & R Raising, Inc "

AA

Miami-Dade County

SET # \_\_\_\_\_ OF \_\_\_\_\_ SETS

Department of Transportation and  
Public Works



## Push Button Intersections Improvement-South

Miami-Dade County

Various Locations Countywide

Supplemental Solicitation  
and Contract Documents

**Small Business Enterprise-Construction Program (SBE-Construction):**  
CSBE Trade Set Aside

**Community Workforce Program:**  
10.00% Goal

**DTPW Capital Improvements Engineer:**  
Alicia Arce

**RPQ Advertisement Date:**  
9/19/2019

**Miscellaneous Construction Contract (MCC) Program:**  
MCC 7360 Plan-CICC 7360-0/08 RPQ No. 20190236





Carlos A. Gimenez, Mayor

Department of Transportation and Public Works  
Capital Improvements Division  
111 NW First Street, Suite 1410  
Miami, Florida 33128-1970  
T 305-375-2930; F 305-375-2931

miamidade.gov

CLERK OF THE BOARD

2019 NOV 25 PM 3:47

November 25, 2019  
Mr. Raul Gonzalez  
H & R Paving, Inc.  
1955 NW 110<sup>th</sup> Avenue  
Miami, Florida 33172

CLERK OF THE BOARD  
MIAMI-DADE COUNTY, FLA.  
#1

E-Mail: [abe@hrpaving.com](mailto:abe@hrpaving.com)  
Telephone: (305) 261-3005

Re: **Recommendation for Award CICC 7360-0/08 Contract – RPQ No. 20190236**  
Push Button Intersection Improvement South

Dear Mr. Gonzalez:

In accordance with Section 2-84.4 of the Code of Miami Dade County, this letter serves to notify you and all bidders on this solicitation that your firm has been recommended for award for the referenced Request for Price Quotation (RPQ) based on the bid submitted on Wednesday, October 23, 2019. Pursuant to the reference legislation, the three (3) day protest period shall commence upon the posting of this recommendation to award. This contract award will be effective only in accordance with the condition of the solicitation, which requires execution by both parties of the Notice to Proceed (NTP)

The value at award is **\$2,007,250.24**. This includes your base bid amount of **\$1,737,277.00** a contingency amount of **\$173,727.70** and dedicated allowances totaling **\$96,245.54**. The contract term is established as **540-calendar days**. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required under Article 1.08, Payment and Performance Bonds of the Supplementary Instructions to Bidders. Provide three (3) original sets of the attached document.
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond
3. Copies of current insurance certificates
4. Copies of required license(s).
5. In accordance with Miami-Dade County Code §2-1701 as amended by County Ordinance No. 13-66, Contractor must submit a Workforce Plan to the Miami-Dade County Internal Services Department, Small Business Development Division through the Department within 15 days of notification of award of the Contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable.

The preceding documents are required as outlined within the RPQ project specification and the MCC 7360 Plan. They are to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

Page 2

**Recommendation for Award**

**RPQ No. 20190236**

Additionally, please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

No award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,



Alfredo E. Muñoz, P.E.  
Chief, Capital Improvements Division  
Department of Transportation and Public Works

AM: aa

cc: Manuel O. Garcia, DTPW  
Bassam Moubayed, DTPW  
Rene Idarraga, P.E., DTPW  
Joaquin Rabassa, P.E. DTPW  
Roxana Bayarre, P.E. DTPW  
Alicia Arce, DTPW  
Alvaro Castro, DTPW  
Daniel Viaud, DTPW  
Marcia Martin, ISD  
Laurie Johnson, ISD  
Alice Hidalgo-Gato, ISD  
Catherine Forte, ISD  
Meisel Vera, ISD  
Clerk of the Board  
Project File

# Miami-Dade County Department of Transportation and Public Works

## Contract Prices

Project Title: Push Button Intersections Improvement-South  
Contractor: H & R PAVING INC.

Project No: 20190236  
Bid Date: 10/23/2019

| Item Number | Description                                                                                                                                          | Unit   | Estimated Quantity | Unit Price | Estimated Total |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------|------------|-----------------|
| 7WS-1       | Night Differential                                                                                                                                   | P.N.   | 60.0               | \$500.00   | \$30,000.00     |
| 102-71-11A  | TEMPORARY BARRIER WALL (Concrete) (Furnish & Install)                                                                                                | L.F.   | 50.0               | \$29.00    | \$1,450.00      |
| 102-74-2    | BARRICADES (Temporary, Type III, 6')                                                                                                                 | EA/DAY | 70.0               | \$3.00     | \$210.00        |
| 102-74-1A   | BARRICADES (TEMPORARY- TYPE I, II & VP)                                                                                                              | EA/DAY | 20,000.0           | \$0.25     | \$5,000.00      |
| 102-76      | FLASHING ARROW BOARD (Temporary, Multimode)                                                                                                          | EA/DAY | 100.0              | \$10.00    | \$1,000.00      |
| 102-77      | HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")                                                                                                 | EA/DAY | 50.0               | \$1.00     | \$50.00         |
| 102-91-1A   | PAVEMENT MARKING TEMPORARY (Solid) (Any width) (Yellow or White) ( Paint)                                                                            | L.F.   | 44,000.0           | \$0.35     | \$15,400.00     |
| 102-99      | VARIABLE MESSAGE SIGN (Temporary)                                                                                                                    | EA/DAY | 300.0              | \$25.00    | \$7,500.00      |
| 102-60A     | WORK ZONE SIGNS                                                                                                                                      | EA/DAY | 2,600.0            | \$1.00     | \$2,600.00      |
| 104-10-3    | Sediment Barrier                                                                                                                                     | L.F.   | 200.0              | \$5.00     | \$1,000.00      |
| 104-18      | Inlet Protection System                                                                                                                              | EA     | 30.0               | \$100.00   | \$3,000.00      |
| 104-11A     | FLOATING TURBIDITY BARRIER                                                                                                                           | L.F.   | 25.0               | \$25.00    | \$625.00        |
| 110-4-1-1   | REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER                                                                                                     | L.F.   | 2,500.0            | \$5.00     | \$12,500.00     |
| 110-4-8     | REMOVAL AND DISPOSAL OF EXISTING ASPHALT (without base preparation)                                                                                  | S.Y.   | 900.0              | \$20.00    | \$18,000.00     |
| 110-4-10B   | REMOVE AND DISPOSE EXISTING SIDEWALK                                                                                                                 | S.Y.   | 500.0              | \$15.00    | \$7,500.00      |
| 120-1       | REGULAR EXCAVATION                                                                                                                                   | C.Y.   | 1,700.0            | \$10.00    | \$17,000.00     |
| 120-4       | SUBSOIL EXCAVATION ( This item is contingent upon the actual field conditions and may be increased, decreased or eliminated by the Engineer)         | C.Y.   | 50.0               | \$50.00    | \$2,500.00      |
| 120-6-1     | EMBANKMENT (INCLUDES BORROW) (This item is contingent upon existing field conditions and may be increased, decreased or eliminated by the Engineer)  | C.Y.   | 50.0               | \$50.00    | \$2,500.00      |
| 120-8       | RE-GRADE EXISTING SWALE - (Where shown specifically on plans, or as directed by Engineer, contingent item may be increased or decreased by Engineer. | S.Y.   | 800.0              | \$10.00    | \$8,000.00      |
| 121-70-2    | FLOWABLE FILL                                                                                                                                        | C.Y.   | 40.0               | \$250.00   | \$10,000.00     |
| 160-4       | TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)                                                                                                  | S.Y.   | 2,500.0            | \$2.00     | \$5,000.00      |
| 162-5       | FINISH SOIL LAYER (Landscaping)                                                                                                                      | C.Y.   | 160.0              | \$20.00    | \$3,200.00      |
| 200-1-10    | LIMEROCK BASE (8" Thick, Primed)                                                                                                                     | S.Y.   | 3,500.0            | \$22.00    | \$77,000.00     |
| 200-2       | BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (Where needed at the discretion of the Engineer)                                                      | S.Y.   | 300.0              | \$25.00    | \$7,500.00      |
| 285-7       | OPTIONAL BASE                                                                                                                                        | S.Y.   | 150.0              | \$40.00    | \$6,000.00      |
| 327-70      | MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)]                                                              | S.Y.   | 50,000.0           | \$2.50     | \$125,000.00    |
| 334-2-13-1  | Hot Mix Asphalt, Traffic C, SP-9.5                                                                                                                   | TON    | 800.0              | \$105.00   | \$84,000.00     |
| 337-8-42    | Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 76-22                                                                                         | TON    | 3,500.0            | \$115.00   | \$402,500.00    |
| 339-1       | MISCELLANEOUS ASPHALT PAVEMENT                                                                                                                       | TON    | 20.0               | \$250.00   | \$5,000.00      |
| 425-1       | INLET [(Swale) (3 foot inside dimension, circular or square)]                                                                                        | EA.    | 6.0                | \$3,500.00 | \$21,000.00     |
| 425-1-35    | CURB INLET TYPE P-5 (Any Dimension) (Max. 15' Deep)                                                                                                  | EA.    | 4.0                | \$4,900.00 | \$19,600.00     |
| 425-1-36    | CURB INLET TYPE P-6 (Any Dimension) (Max. 15' Deep)                                                                                                  | EA.    | 4.0                | \$5,500.00 | \$22,000.00     |
| 425-1-541   | INLET TYPE D                                                                                                                                         | EA.    | 12.0               | \$3,500.00 | \$42,000.00     |
| 425-1-610   | INLET SWALE [(TYPE P-10)(42" inside dimension, circular or square)]                                                                                  | EA.    | 5.0                | \$4,000.00 | \$20,000.00     |
| 425-1-907   | POLLUTION RETARDANT BAFFLE (With neoprene gasket at all contact edges)                                                                               | EA.    | 5.0                | \$400.00   | \$2,000.00      |



# Miami-Dade County Department of Transportation and Public Works

## Contract Prices

Project Title: Push Button Intersections Improvement-South  
Contractor: H & R PAVING INC.

Project No: 20190236  
Bid Date: 10/23/2019

| Item Number | Description                                                                                                                                                                              | Unit | Estimated Quantity | Unit Price  | Estimated Total |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|-------------|-----------------|
| 425-1-909A  | INLETS (Special) (Modify)                                                                                                                                                                | EA.  | 5.0                | \$5,500.00  | \$27,500.00     |
| 425-2-11    | MANHOLE TYPE USP 3-27.1 (36" diameter) (Maximum 15' deep)                                                                                                                                | EA.  | 5.0                | \$4,000.00  | \$20,000.00     |
| 425-2-41    | MANHOLE (Type P-7T, Any dimension, maximum 15' deep)                                                                                                                                     | EA.  | 6.0                | \$5,250.00  | \$31,500.00     |
| 425-2-72    | MANHOLE TYPE J-7T-, (Any dimension, maximum 15' deep)                                                                                                                                    | EA.  | 4.0                | \$6,100.00  | \$24,400.00     |
| 425-5       | ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)                                                             | EA.  | 18.0               | \$350.00    | \$6,300.00      |
| 425-6       | ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)                       | EA.  | 23.0               | \$300.00    | \$6,900.00      |
| 425-82      | MODIFY STRUCTURE- Cut to enlarge opening as needed in order to accommodate pipe due to utility conflict(s), brick and mortar as needed.                                                  | EA.  | 6.0                | \$500.00    | \$3,000.00      |
| 425-11B     | CATCH BASIN, DRAIN FIELD AND STUB PIPES [(Incl. plastic filter fabric) and 50' of 18" perforated pipe, pipe length and direction of pipe, to be determined on the field by the engineer] | EA.  | 5.0                | \$11,500.00 | \$57,500.00     |
| 430-171-121 | PIPE CULVERT - 12" Diameter                                                                                                                                                              | L.F. | 15.0               | \$80.00     | \$1,200.00      |
| 430-171-123 | PIPE CULVERT - 15" Diameter                                                                                                                                                              | L.F. | 100.0              | \$70.00     | \$7,000.00      |
| 430-171-125 | PIPE CULVERT - 18" Diameter                                                                                                                                                              | L.F. | 200.0              | \$66.00     | \$13,200.00     |
| 430-171-129 | PIPE CULVERT 24" DIAMETER                                                                                                                                                                | L.F. | 50.0               | \$90.00     | \$4,500.00      |
| 443-70-3-3  | French Drain (18" diameter pipe, trench depth 15 ft bls)                                                                                                                                 | L.F. | 800.0              | \$100.00    | \$80,000.00     |
| 443-70-4-3  | French Drain (24" diameter perforated pipe; trench depth 15 ft. BLS)                                                                                                                     | L.F. | 100.0              | \$175.00    | \$17,500.00     |
| 520-1-15    | CONCRETE VALLEY GUTTER (3' Wide)                                                                                                                                                         | L.F. | 20.0               | \$40.00     | \$800.00        |
| 520-2       | CONCRETE CURB AND GUTTER (Any type, including base preparation)                                                                                                                          | L.F. | 15,000.0           | \$15.00     | \$225,000.00    |
| 522-1(1)    | CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (includes the cost of pedestrian ramps and sidewalk curbs)                                                                 | S.Y. | 800.0              | \$48.00     | \$38,400.00     |
| 522-2       | CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)                                                                            | S.Y. | 150.0              | \$48.00     | \$7,200.00      |
| 522-8       | CONCRETE CROSSWALK (10" thick, 3000 p.s.i at 28 Days, including base preparation and Reinforcement)                                                                                      | S.Y. | 30.0               | \$90.00     | \$2,700.00      |
| 526-70-2B   | INSTALLATION OF BRICK PAVERS, any type, including Base Preparation.                                                                                                                      | S.Y. | 120.0              | \$60.00     | \$7,200.00      |
| 527-2       | DETECTABLE WARNING ON WALKING SURFACE                                                                                                                                                    | S.F. | 380.0              | \$27.00     | \$10,260.00     |
| 530-1       | RIP RAP (SAND CEMENT)                                                                                                                                                                    | C.Y. | 5.0                | \$100.00    | \$500.00        |
| 536-73B     | GUARDRAIL REMOVAL                                                                                                                                                                        | L.F. | 50.0               | \$20.00     | \$1,000.00      |
| 538-1A      | GUARDRAIL, RESET                                                                                                                                                                         | L.F. | 30.0               | \$120.00    | \$3,600.00      |
| 575-1-1     | SODDING (Pensacola Bahia or match existing) (includes watering)                                                                                                                          | S.Y. | 2,600.0            | \$10.00     | \$26,000.00     |
| 635-1-11    | PULL BOX, METER TYPE (Polymer)                                                                                                                                                           | AS.  | 10.0               | \$400.00    | \$4,000.00      |
| 700-40-01   | ROADSIDE SIGNS ((SINGLE POST )) (LESS THAN 12 S.F.))                                                                                                                                     | AS.  | 100.0              | \$207.00    | \$20,700.00     |
| 700-46-22   | RESET EXISTING POST AND SIGN                                                                                                                                                             | EA.  | 10.0               | \$50.00     | \$500.00        |
| 700-48-18   | SIGN PANEL (LESS THAN 15 SF.)                                                                                                                                                            | EA.  | 80.0               | \$92.00     | \$7,360.00      |
| 700-48-60A  | REMOVE EXISTING SIGNS & POSTS                                                                                                                                                            | AS.  | 6.0                | \$50.00     | \$300.00        |
| 705-11-1    | DELINEATOR (Flexible Tubular)                                                                                                                                                            | EA.  | 20.0               | \$46.00     | \$920.00        |
| 706-1-12    | REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)                                                                                                                | EA.  | 1,500.0            | \$3.45      | \$5,175.00      |
| 706-2       | REMOVAL OF EXISTING PAVEMENT MARKERS                                                                                                                                                     | EA.  | 60.0               | \$2.00      | \$120.00        |
| 710-11-160  | PAINTED PAVEMENT MARKINGS (Standard)(White)(Message)                                                                                                                                     | EA.  | 15.0               | \$35.00     | \$525.00        |

# Miami-Dade County Department of Transportation and Public Works

## Contract Prices

Project Title: Push Button Intersections Improvement-South  
Contractor: H & R PAVING INC.

Project No: 20190236  
Bid Date: 10/23/2019

| Item Number | Description                                                                | Unit | Estimated Quantity | Unit Price | Estimated Total |
|-------------|----------------------------------------------------------------------------|------|--------------------|------------|-----------------|
| 710-11-170  | PAINTED PAVEMENT MARKING (Standard) (White) (Arrows)                       | EA   | 40.0               | \$23.00    | \$920.00        |
| 710-11-290  | PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Island Nose)                | S.F. | 500.0              | \$2.30     | \$1,150.00      |
| 711-2       | SKIP TRAFFIC STRIPE (6' STRIPE, 10' SPACE) (WHITE THERMOPLASTIC) (6" WIDE) | L.F. | 600.0              | \$1.15     | \$690.00        |
| 711-11-121  | THERMOPLASTIC (White) (Solid) (6")                                         | L.F. | 11,000.0           | \$0.81     | \$8,910.00      |
| 711-11-122  | THERMOPLASTIC (White) (Solid) (8")                                         | L.F. | 800.0              | \$0.92     | \$736.00        |
| 711-11-123  | THERMOPLASTIC (White) (Solid) (12")                                        | L.F. | 2,000.0            | \$2.30     | \$4,600.00      |
| 711-11-124  | THERMOPLASTIC (White) (Solid) (18")                                        | L.F. | 600.0              | \$3.45     | \$2,070.00      |
| 711-11-125  | THERMOPLASTIC (White) (Solid) (24")                                        | L.F. | 2,000.0            | \$3.45     | \$6,900.00      |
| 711-11-151  | THERMOPLASTIC (White) (Dotted/Guideline) (6")                              | L.F. | 300.0              | \$0.81     | \$243.00        |
| 711-11-160  | THERMOPLASTIC (White) (Message)                                            | EA   | 10.0               | \$115.00   | \$1,150.00      |
| 711-11-170  | THERMOPLASTIC (White) (Arrows)                                             | EA   | 50.0               | \$58.00    | \$2,900.00      |
| 711-11-221  | THERMOPLASTIC (Yellow) (Solid) (6")                                        | L.F. | 10,000.0           | \$0.81     | \$8,100.00      |
| 711-11-224  | THERMOPLASTIC (Yellow) (Solid) (18")                                       | L.F. | 850.0              | \$3.45     | \$2,932.50      |
| 711-11-241  | THERMOPLASTIC (Yellow) (Skip) (6")                                         | L.F. | 300.0              | \$0.81     | \$243.00        |
| 711-11-251  | THERMOPLASTIC (Yellow) (Dotted/Guideline) (6")                             | L.F. | 150.0              | \$0.81     | \$121.50        |
| 711-72      | REMOVAL OF EXISTING PAVEMENT MARKINGS (Thermoplastic & Paint)              | S.F. | 200.0              | \$0.58     | \$116.00        |
| 711-99      | EDGING                                                                     | L.F. | 100.0              | \$1.00     | \$100.00        |

### ALLOWANCE ACCOUNTS

(used as approved by the engineer pursuant to the requirements of the Contract Documents)

|           |                                                                                                                                         |      |     |              |              |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------|------|-----|--------------|--------------|
| 999       | CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)                                                                                               | L.S. | 1.0 | \$173,727.70 | \$173,727.70 |
| 102-10A   | OFF-DUTY LAW ENFORCEMENT OFFICER                                                                                                        | L.S. | 1.0 | \$25,000.00  | \$25,000.00  |
| 102-1M    | MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.)<br>(Shall not exceed 2% of Contract Sub-total Amount) | L.S. | 1.0 | \$34,745.54  | \$34,745.54  |
| 110-1-1D  | CLEARING AND GRUBBING                                                                                                                   | L.S. | 1.0 | \$18,500.00  | \$18,500.00  |
| 300-1-999 | BITUMINOUS MATERIAL ADJUSTMENT                                                                                                          | L.S. | 1.0 | \$10,000.00  | \$10,000.00  |
| 990       | ALLOWANCE-PERMITS                                                                                                                       | L.S. | 1.0 | \$8,000.00   | \$8,000.00   |

Department of  
Transportation and Public  
Works

Capital Improvements Division  
111 NW 1 Street, Suite 1410  
Miami FL, 33128



MIAMI-DADE COUNTY, FLORIDA  
REQUEST FOR PRICE QUOTATION (RPQ)  
Contract No: MCC 7360 Plan - CICC 7360-0/08  
RPQ No: 20190236

RPQ BID FORM - ATTACHMENT 5A

RPQ Project Name: Push Button Intersection Improvement- South

Price Proposal (Cost to Perform the work must be stated here. State 'No Bid' if not submitting a price proposal)

\$ 1,737,277.00

Bidder's Company Name:

H&R Paving Inc.

Company Address:

1955 NW 110 Ave

City:

Miami

State:

FL

Zip:

33172

Telephone No: 305 301 3005

Fax No: 305 592 0179

E-Mail:

ABLR H&R Paving, Corp

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print):

Paul Gonzalez

Number of Addendums received: None (if none write "None")

Signature:

Date:

10/22/19

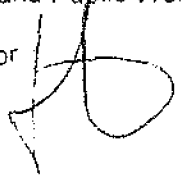
Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.

# Memorandum



DATE: November 22, 2019

TO: Alfredo Munoz, PE  
Capital Improvements Section Chief  
Department of Transportation and Public Works

FROM: Gary Hartfield, Division Director  
Internal Services Department  
Small Business Development 

SUBJECT: Compliance Review  
Project RPQ No. 20190236  
Push Button Intersection Improvements South

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise - Construction (SBE-Con) program for construction. The contract measures established for this project are a SBE-Con Trade Set Aside in Concrete work and a SBE-Con Trade Set Aside in Traffic Stripes and Markings. Painted and/or Thermoplastic.

Miami-Dade County Department of Transportation and Public Works has submitted contract documents that included the Certificate of Assurance for the firms listed below acknowledging the project's SBE measures. Each firm also submitted their Utilization Plan (UP) identifying the SBE subcontractors to fulfill the goal via the Business Management Workforce System (BMWS) and the following is their pre-award compliance status and summary.

| <u>FIRM</u>            | <u>STATUS</u> |
|------------------------|---------------|
| 1. H & R Paving, Inc.  | Compliant     |
| 2. Metro Express, Inc. | Compliant     |
| 3. Star Paving Corp.   | Compliant     |

## SUMMARY:

H & R Paving, Inc., a non-certified SBE-Con firm, committed to utilize the following certified SBE-Con firms: Quality Paving Corp. to perform 100% of the Concrete Trade and Highway Striping, Inc. to perform 100% of the Pavement Markings Trade. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

H & R Paving, Inc., has satisfied the contract's Trade Set Aside measures for Concrete work and Traffic Stripes and Markings and is in compliance with the overall Small Business measure established for this contract.

Metro Express, Inc., a non-certified SBE-Con firm, committed to utilize the following certified SBE-Con firms: American Builders Masters Corp. to perform 100% of the Concrete Trade and Road Runner Striping Technologies, Inc. to perform 100% of the Pavement Markings Trade. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Metro Express Inc., has satisfied the contract's Trade Set Aside measures for Concrete work and Traffic Stripes and Markings and is in compliance with the overall Small Business measure established for this contract.

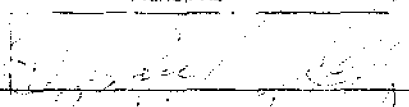
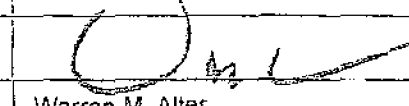
Star Paving Corp., a certified SBE-Con firm committed to perform 50% of the Concrete Trade and to utilize the following certified SBE-Con firms JCM Development Group, Inc. to perform 50% of the Concrete Trade and P & J Striping, Inc. to perform 100% of the Pavement Markings Trade. The subcontractors confirmed their participation via the BMWS in agreement with the measures.

Star Paving Corp. has satisfied the contract's Trade Set Aside measures for Concrete work and Traffic Stripes and Markings and is in compliance with the overall Small Business measure established for this contract.

SBD has verified that none of the aforementioned firms are listed on the Goal Deficit Make-Up Report as of November 1, 2019 and the History of Violations Report as of November 20, 2019 with an open violation. Please note that SBD staff reviewed and addressed compliance with the SBE-Con Program. Department of Transportation and Public Works is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Jhonnatan Escalante, Capital Improvement Project Analyst, at (305) 375-3192.

c. Laura Johnson, SBD  
Area A de OTPW

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                         |                                                                                                                                                                                                          |                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>SURETY BID BOND</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | DATE BOND EXECUTED (must not be later than bid opening date)<br><b>October 23, 2019</b> |                                                                                                                                                                                                          | REV. 0216<br>DTPW       |
| PRINCIPAL (Full legal name and business address)<br><b>H &amp; R Paving, Inc.<br/>1955 NW 110th Avenue<br/>Miami, FL 33172</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                         | TYPE OF ORGANIZATION ("X" one)<br><br><input type="checkbox"/> Individual <input type="checkbox"/> Partnership<br><input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Corporation |                         |
| SURETY (Name and business address)<br><b>Philadelphia Indemnity Insurance Company<br/>One Bala Plaza, Suite 100<br/>Bala Cynwyd, PA 19004 - 1403</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                         |                                                                                                                                                                                                          |                         |
| PENAL SUM OF BOND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Five Percent of the Total amount Bid                                                    |                                                                                                                                                                                                          |                         |
| BID IDENTIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                         |                                                                                                                                                                                                          |                         |
| Project No.      20190236                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | Bid Opening Date <b>October 23, 2019</b>                                                |                                                                                                                                                                                                          |                         |
| County Project Name      Rush Button Intersection Improvement South                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                         |                                                                                                                                                                                                          |                         |
| <b>OBLIGATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                         |                                                                                                                                                                                                          |                         |
| Principal and Surety jointly and severally bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                         |                                                                                                                                                                                                          |                         |
| Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, procurement costs and incremental costs of contracting.                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                         |                                                                                                                                                                                                          |                         |
| Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County), or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required, all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents. |  |                                                                                         |                                                                                                                                                                                                          |                         |
| Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, certifying this Bond and the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                         |                                                                                                                                                                                                          |                         |
| Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                         |                                                                                                                                                                                                          |                         |
| <b>CONDITIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                         |                                                                                                                                                                                                          |                         |
| The Principal has submitted the Bid identified above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                         |                                                                                                                                                                                                          |                         |
| <b>THEREFORE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                         |                                                                                                                                                                                                          |                         |
| By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.                                                                                                  |  |                                                                                         |                                                                                                                                                                                                          |                         |
| <b>WITNESS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                         |                                                                                                                                                                                                          |                         |
| The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                         |                                                                                                                                                                                                          |                         |
| <b>H &amp; R Paving, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | <b>PRINCIPAL</b>                                                                        |                                                                                                                                                                                                          |                         |
| SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |      |                                                                                                                                                                                                          | Principal's Seal        |
| NAME AND TITLE (Typed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | Robert Hensel - President                                                               |                                                                                                                                                                                                          |                         |
| <b>Philadelphia Indemnity Insurance Company</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>SURETY</b>                                                                           |                                                                                                                                                                                                          |                         |
| SIGNATURE OF ATTORNEY-IN-FACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |      |                                                                                                                                                                                                          | Surety's Corporate Seal |
| PRINTED NAME OF ATTORNEY-IN-FACT (Typed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Warren M. Alter                                                                         |                                                                                                                                                                                                          |                         |
| SIGNATURE OF AUTHORIZED FLORIDA AGENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |      |                                                                                                                                                                                                          |                         |
| PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Warren M. Alter                                                                         |                                                                                                                                                                                                          |                         |

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

*WARREN MITCHELL ALTER*

*License Number : A004782*

## Resident Insurance License

- 0200 - LIFE
- 0210 - GENERAL LINES (PROP & CAS)
- 0215 - LIFE & HEALTH



WARREN MITCHELL ALTER

**A004782**

Life, Variable Annuity & Health  
Life & Health  
Gen. Lines (Prop. & Cas. Ins.)

ISSUED: 04/09/92

746891

*Warren Mitchell Alter*

## Issue Date

04-08-1989

05-17-1989

04-08-1989

To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/gencms>.

*Jeff Atwater*

Jeff Atwater  
Chief Financial Officer  
State of Florida



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

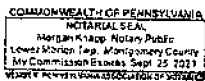
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>th</sup> DAY OF OCTOBER, 2017

(Seal)

  
Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed



Notary Public

residing at

(Notary Seal)

My commission expires

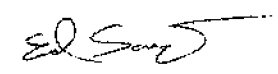
Bala Cynwyd, PA

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of October, 20 19



  
Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**SMALL BUSINESS DEVELOPMENT  
CERTIFICATE OF ASSURANCE(COA)  
SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS**

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No. 20190236 Project Title Push Button Intersections Improvement - South  
 Bidder/Proposer HAR Paving Inc. FEIN 591690152  
 Address 1955 NW 110 Ave City MIAMI State FL ZIP 33177  
 Phone Number 305-201-3005 Email address ABE@HARPaving.com

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: \_\_\_\_\_ % SBE-A/E  
 % SBE-Cons. Y Trade Set-aside SBE-Cons. \_\_\_\_\_ % SBE-G, and/or \_\_\_\_\_ % SBE-S  
 (For Goals, write in the percentage. For Set aside, put Y or N)

Paul Gonzalez - Pres, Inc  
 Print Prime Bidder's Name & Title

[Signature]  
 Prime Bidder's Signature

10/22/19  
 Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System (BMWS) within the specified timeframe upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS within the specified timeframe upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant and/or sub-vendor will also be required to confirm its contractual relationship via BMWS within the specified timeframe for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Paul Gonzalez who being first sworn, deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge, information and belief.

[Signature]  
 Signature of Owner

SWORN TO and subscribed before me this day 27 of Sept 2019



Abe Rodriguez  
 Commission # 66100407  
 Expires: January 11, 2022  
 Bonded thru Aaron Notary

My Commission Expires 2022

**COLLUSION AFFIDAVIT**

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Paul Gonzalez who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract

I state that the bidder of this contract

☒ is not related to any of the other parties bidding in the competitive solicitation and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer

OR  
☐ is related to the following parties who bid in the solicitation which are identified and listed below.

Note Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By Paul Gonzalez Date 10/22 2019  
Signature of Affiant

Paul Gonzalez - President 5,9,1,6,9,0,1,512  
Printed Name of Affiant and Title Federal Employer Identification Number

HRP Holding Inc.  
Printed Name of Firm

1955 NW 110 Ave Miami, FL 33170  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 22<sup>nd</sup> day of Oct, 2019

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of Identification

Abe Rodriguez  
Signature of Notary  
Print or Stamp Name of Notary



Abe Rodriguez  
Commission # GG15046  
Expires: January 11, 2024  
Bonded thru Aaron Notary

Notary Public - State of FL



Miami-Dade County  
Department of Procurement Management  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: 20190236 Federal Employer Identification Number (FEIN): 591690152  
Contract Title: Push button Intersection Improvements - South

**Affidavits and Legislation/ Governing Body**

|   |                                                                                                                         |    |                                                                                                                                                                                                                              |
|---|-------------------------------------------------------------------------------------------------------------------------|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Miami-Dade County Ownership Disclosure<br>Sec 2-8.1 of the County Code                                                  | 6  | Miami-Dade County Vendor Obligation to County<br>Section 2-8.1 of the County Code                                                                                                                                            |
| 2 | Miami-Dade County Employment Disclosure<br>County Ordinance No. 90-133, amending Section 2-8.1(a)(2) of the County Code | 7  | Miami-Dade County Code of Business Ethics<br>Article 1, Section 2-8.1(b) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code |
| 3 | Miami-Dade County Employment Drug-free Workplace Certification<br>Section 2-8.1.2(b) of the County Code                 | 8  | Miami-Dade County Family Leave<br>Article V of Chapter 11 of the County Code                                                                                                                                                 |
| 4 | Miami-Dade County Disability Non-Discrimination<br>Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95      | 9  | Miami-Dade County Living Wage<br>Section 2-8.9 of the County Code                                                                                                                                                            |
| 5 | Miami-Dade County Debarment Disclosure<br>Section 10.38 of the County Code                                              | 10 | Miami-Dade County Domestic Leave and Reporting<br>Article 8, Section 11A-60 11A-67 of the County Code                                                                                                                        |

Raul Gonzalez

Printed Name of Affiant

President

Printed Title of Affiant

[Signature]

Signature of Affiant

HAR PAVING INC.

Name of Firm

10/23/14

Date

1785 NW 110 Ave Miami

Address of Firm

FL

State

33172

Zip Code

Notary Public Information

Notary Public - State of

FL

County of

MIAMI-DADE

Subscribed and sworn to (or affirmed) before me this

22nd

day of,

OCT

20 14

by Raul Gonzalez

He or she is personally known to me ☒

or has produced identification ☐

Type of identification produced:

Signature of Notary Public

Abe Rodriguez

Print or Stamp of Notary Public

Expiration Date



Abe Rodriguez  
Commission # GG160467  
Expires: January 1, 2015  
Bonded thru Aaron Notary

Notary Public Seal



Carlos A. Gimenez, Mayor

### FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared Paul Gonzalez  
the President of Har Paving, Inc.  
(PRINT TITLE) (PRINT NAME)  
(PRINT NAME OF BIDDER OR PROPOSER)  
who attests that Har Paving, Inc. shall pay workers on  
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits,  
section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the  
contract documents.

(X)

State of FLORIDA  
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 22<sup>nd</sup> day of Oct  
2017.

Personally known or produced identification

(Signature of Notary Public - State of Florida)  
Name of Abe Rodriguez

(Print, Type, or Stamp Commissioned  
Notary Public)

Type of identification produced \_\_\_\_\_

Abe Rodriguez  
Commission # GG160467  
Expires: January 11, 2022  
Bonded thru Aaron Notary



**Residents First Training and Employment Program**  
**Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)**  
**(Miami-Dade County Code Section 2-11.17)**

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of \$1,000,000 funded completely or partially by Miami-Dade County or (ii) privately funded projects or leases valued in excess of \$1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned ☒ Contractor / ☐ Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

- i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.
- ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

RA Gonzalez      President      [Signature]  
 Printed Name of Affiant      Printed Title of Affiant      Signature of Affiant

Howe Paving Inc.      12/22/17  
 Name of Firm      Date

1785 NW 10th Ave Miami FL 33132  
 Address of Firm      State      Zip Code

**Notary Public Information**

Notary Public - State of FL      County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 23<sup>rd</sup> day of Jan, 2018

by [Signature] He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced [Signature]

Signature of Notary Public

[Signature]  
 Print or Stamp of Notary Public

2022  
 Expiration Date

Serial Number [Stamp]      **Abe Rodriguez**  
 Commission # **36150467**  
 Expires **January 11, 2022**  
 Bonded thru **Karon Notary**

# Miami-Dade County

## Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14 County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm, include the case name, number and disposition.
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted, include a brief description of the circumstances.
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance such as a notice to cure or a suspension from participating or bidding for contracts whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. 70190231 Federal Employer Identification Number (FEIN) 59189052  
 Contract Title Push Button Interactive Displays - Santa

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

### Notary Public Information

Notary Public - State of FL County of Miami-Dade

scribed and sworn to (or affirmed) before me this

day of

2014

He or she is personally known to me



or has produced identification

of identification produced

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



Abe Rodriguez  
 Commission # GG160467  
 Expires January 11, 2022  
 Bonded thru Aaron Notary

Notary Public Seal



MIAMI-DADE COUNTY  
Department of Transportation and Public Works (DTPW)

PROJECT: Push Button Intersections Improvement South  
Project No. 20190236

ACKNOWLEDGEMENT OF ADDENDA

(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II as applicable

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation

|                          |         |
|--------------------------|---------|
| Addendum #1 Dated _____  | 201____ |
| Addendum #2 Dated _____  | 201____ |
| Addendum #3 Dated _____  | 201____ |
| Addendum #4 Dated _____  | 201____ |
| Addendum #5 Dated _____  | 201____ |
| Addendum #6 Dated _____  | 201____ |
| Addendum #7 Dated _____  | 201____ |
| Addendum #8 Dated _____  | 201____ |
| Addendum #9 Dated _____  | 201____ |
| Addendum #10 Dated _____ | 201____ |

PART II:

☒ No Addendum was received in connection with this solicitation.

Authorized Signature: [Signature] Date: 10/20/19  
Print Name: Paul Gonzalez Title: PLS, Genl  
Firm Name: HAIR Planning Inc.

# Memorandum

**Date:** February 20, 2020

**To:** Rene Idarraga, P.E.  
Division Chief, Construction  
Department of Transportation and Public Works (DTPW)

**From:**   
Alfredo E. Muñoz, P.E.  
Chief, Capital Improvements Division  
Department of Transportation and Public Works (DTPW)

**Subject:** Push Button Intersections Improvement-South  
Project No. 20190236  
Contract No. MCC Program 7360 Plan  
Contractor – **H & R Paving, Inc.**

---

Attached is the approved, officially executed Purchase Order (P.O.), #PCMT2000062 for the referenced project. The original approved P.O. must be turned over to the contractor. You may now issue a Notice to Proceed. Please remind the contractor that the Inspector General (IG) and User Access Program (UAP) fees apply to this contract and shall be deducted from all payments accordingly.

AM:/dv

Attachment

cc:

Alicia Arce, DTPW  
Roxana Bayarre, P.E, DTPW  
Manuel Garcia, DTPW  
Alvaro Castro, DTPW  
Clerk of the Board  
Project File

MIAMI-DADE COUNTY  
PURCHASE ORDER

PAGE: 1

DATE: 02/20/2020  
\*\* ORIGINAL \*\*

PO NUMBER: PCMT2000062

VENDOR:

REQUESTING DEPARTMENT OR AGENCY:

H & R PAVING INC  
1955 NW 110 AVENUE  
MIAMI, FL 33172

MIAMI DADE TRANSIT CONSTRUCTIO  
701 NW 1ST COURT  
15TH FLOOR  
MIAMI, FL 33136

VENDOR ID: 591690152 01

VENDOR TEL: (305) 261-3005

PLEASE REFER ALL QUESTIONS  
CONCERNING THIS ORDER TO: LETICIA SMITH

TEL: (786) 469-5291

CASH DISCOUNT:  
NET

FREIGHT CARRIER:

FOB: DEST-P

FOB DESTINATION, FREIGHT PREPAID. THE SELLER PAYS AND BEARS THE FREIGHT  
CHARGES.

AGENT CONTACT: CACERES, LAURA  
(305) 375-5080

DELIVERY REQUIRED  
02/03/2020

DEPT. NO.  
MTCC

REQ NO.  
PCMT2000062

ISSUED UNDER CONTRACT NO: MCC-PROGRAM-7360  
BPO ID : ABCW1300150

SHIP TO:  
MIAMI-DADE TRANSIT/ACCTS' PAYABLE  
P.O. BOX 010791  
MIAMI, FL 331010791

BILL TO:  
MIAMI-DADE TRANSIT/ACCTS' PAYABLE  
P.O. BOX 010791  
MIAMI, FL 331010791

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE   | TOTAL PRICE |
|------|--------------|----------|-----|--------------|-------------|
| 001  | 906-99       | 1.00     | LO  | 558,775.0700 | 558,775.07  |

MISCELLANEOUS CONSTRUCTION

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY  
PURCHASE ORDER

PAGE: 2

DATE: 02/20/2020  
\*\* ORIGINAL \*\*

PO NUMBER: PCMT2000062

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE | TOTAL PRICE |
|------|--------------|----------|-----|------------|-------------|
|------|--------------|----------|-----|------------|-------------|

COMMODITY NAME/SPECIFICATIONS

WORK INCLUDES BUT IS NOT LIMITED TO: CONSTRUCTION OF ASPHALTIC CONCRET  
ROAD BASE AND SURFACE; PAVEMENT REMOVAL, PAVEMENT MILLING, PAVEMENT  
MARKINGS SIGNAGE, DRAINAGE, SIDEWALKS, CONCRETE CURB, GUTTER, AND  
TRAFFIC SIGNAL INSTALLATION, ETC. IF ANY CHANGES ARE REQUIRED DUE TO  
CONFLICT OF DESIGN AND OR FIELD CONDITIONS THE ENGINEER WILL MAKE THE  
FINAL DETERMINATION.

PROJECT NUMBER: 20190236  
PROJECT NAME: PUSH BUTTON INTERSECTIONS IMPROVEMENT-SOUTH  
PROJECT MANAGER: FREDDY VALERO  
MICELLANEOUS CONSTRUCTION CONTRACT PROGRAM  
MCC 7360 PLAN-CICC 7360-0/08  
DURATION: 540- CALENDAR DAYS  
LOCATION: INSIDE THE BOUNDARY AREA OF THE SOUTH PORTION OF MIAMI-DADE  
COUNTY UP TO SW 8 STREET.

|     |        |      |    |              |            |
|-----|--------|------|----|--------------|------------|
| 002 | 906-99 | 1.00 | LO | 542,500.0600 | 542,500.06 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE 001

|     |        |      |    |              |            |
|-----|--------|------|----|--------------|------------|
| 003 | 906-99 | 1.00 | LO | 542,500.0600 | 542,500.06 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE 002

|     |        |      |    |             |           |
|-----|--------|------|----|-------------|-----------|
| 004 | 906-99 | 1.00 | LO | 93,501.8100 | 93,501.81 |
|-----|--------|------|----|-------------|-----------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE 003 TO COMPLETE THE BASE AMOUNT \$1,737,277.00

|     |        |      |    |              |            |
|-----|--------|------|----|--------------|------------|
| 005 | 906-99 | 1.00 | LO | 173,727.7000 | 173,727.70 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION

THIS ITEM REFLECTS THE CONTINGENCY ALLOWANCE AS REQUIRED DURING THE  
COURSE OF THIS PROJECT. THE UTILIZATION OF THE ALLOWANCE CAN NOT  
EXCEED \$173,727.70 WITHOUT THE PRIOR FORMAL APPROVAL THROUGH A  
CHANGE ORDER.

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY  
PURCHASE ORDER

PAGE: 3

DATE: 02/20/2020

PO NUMBER: PCMT2000062

\*\* ORIGINAL \*\*

| ITEM | COMMODITY ID | QUANTITY | U/M | UNIT PRICE  | TOTAL PRICE |
|------|--------------|----------|-----|-------------|-------------|
| 006  | 906-99       | 1.00     | LO  | 23,550.5400 | 23,550.54   |

MISCELLANEOUS CONSTRUCTION

THIS ITEM REFLECTS ALL DEDICATED ALLOWANCE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THESE ALLOWANCES CAN NOT EXCEED \$96,245.54 WITHOUT A PRIOR FORMAL APPROVAL THROUGH A CHANGE ORDER. THE DEDICATED ALLOWANCE ARE DISTRIBUTE AS FOLLOWS:

|                        |             |
|------------------------|-------------|
| CLEARING AND GRUBBING  | \$18,500.00 |
| BITUMINOUS MATERIALS   | \$10,000.00 |
| OFF-DUTY OFFICER       | \$25,000.00 |
| MAINTENANCE OF TRAFFIC | \$34,745.54 |
| PERMITS                | \$ 8,000.00 |
| TOTAL                  | \$96,245.54 |

REMAINING DEDICATED ALLOWANCES BALANCE ON LINE NUMBER 007

|     |        |      |    |             |           |
|-----|--------|------|----|-------------|-----------|
| 007 | 906-99 | 1.00 | LO | 72,695.0000 | 72,695.00 |
|-----|--------|------|----|-------------|-----------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE NUMBER 006 TO COMPLETE THE DEDICATED ALLOWANCE

|                      |              |
|----------------------|--------------|
| COMMODITY LINE TOTAL | 2,007,250.24 |
| GRAND TOTAL          | 2,007,250.24 |

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT PRICE.

ADDITIONAL REQUIREMENTS AND TERMS:

THIS CONTRACT IS SUBJECT TO A USER ACCESS FEE UNDER THE COUNTY USER ACCESS PROGRAM (UAP) IN THE AMOUNT OF TWO PERCENT (2%). THE VENDOR PROVIDING GOODS AND SERVICES UNDER THIS CONTRACT SHALL INVOICE THE CONTRACT PRICE AND SHALL ACCEPT AS PAYMENT THEREOF THE CONTRACT PRICE LESS THE 2% UAP AS FULL AND COMPLETE PAYMENT FOR THE GOODS AND/OR SERVICES SPECIFIED ON THE INVOICE. THE COUNTY SHALL RETAIN THE 2% UAP FOR USE BY THE COUNTY TO HELP DEFRAY THE COST OF THE PROCUREMENT PROGRAM. VENDOR PARTICIPATION IN THIS INVOICE REDUCTION PORTION OF THE UAP IS MANDATORY.

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY  
PURCHASE ORDER

PAGE: 2

DATE: 02/20/2020

PO NUMBER: PCMT2000062

\*\* ORIGINAL \*\*

| ITEM                          | COMMODITY ID | QUANTITY | U/M | UNIT PRICE | TOTAL PRICE |
|-------------------------------|--------------|----------|-----|------------|-------------|
| COMMODITY NAME/SPECIFICATIONS |              |          |     |            |             |

WORK INCLUDES BUT IS NOT LIMITED TO: CONSTRUCTION OF ASPHALTIC CONCRET  
ROAD BASE AND SURFACE; PAVEMENT REMOVAL, PAVEMENT MILLING, PAVEMENT  
MARKINGS SIGNAGE, DRAINAGE, SIDEWALKS, CONCRETE CURB, GUTTER, AND  
TRAFFIC SIGNAL INSTALLATION, ETC. IF ANY CHANGES ARE REQUIRED DUE TO  
CONFLICT OF DESIGN AND OR FIELD CONDITIONS THE ENGINEER WILL MAKE THE  
FINAL DETERMINATION.

PROJECT NUMBER: 20190236

PROJECT NAME: PUSH BUTTON INTERSECTIONS IMPROVEMENT-SOUTH

PROJECT MANAGER: FREDDY VALERO

MICELLANEOUS CONSTRUCTION CONTRACT PROGRAM

MCC 7360 PLAN-CICC 7360-0/08

DURATION: 540- CALENDAR DAYS

LOCATION: INSIDE THE BOUNDARY AREA OF THE SOUTH PORTION OF MIAMI-DADE  
COUNTY UP TO SW 8 STREET.

|     |        |      |    |              |            |
|-----|--------|------|----|--------------|------------|
| 002 | 906-99 | 1.00 | LO | 542,500.0600 | 542,500.06 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE 001

|     |        |      |    |              |            |
|-----|--------|------|----|--------------|------------|
| 003 | 906-99 | 1.00 | LO | 542,500.0600 | 542,500.06 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE 002

|     |        |      |    |             |           |
|-----|--------|------|----|-------------|-----------|
| 004 | 906-99 | 1.00 | LO | 93,501.8100 | 93,501.81 |
|-----|--------|------|----|-------------|-----------|

MISCELLANEOUS CONSTRUCTION

CONTINUATION FROM LINE 003 TO COMPLETE THE BASE AMOUNT \$1,737,277.00

|     |        |      |    |              |            |
|-----|--------|------|----|--------------|------------|
| 005 | 906-99 | 1.00 | LO | 173,727.7000 | 173,727.70 |
|-----|--------|------|----|--------------|------------|

MISCELLANEOUS CONSTRUCTION

THIS ITEM REFLECTS THE CONTINGENCY ALLOWANCE AS REQUIRED DURING THE  
COURSE OF THIS PROJECT. THE UTILIZATION OF THE ALLOWANCE CAN NOT  
EXCEED \$173,727.70 WITHOUT THE PRIOR FORMAL APPROVAL THROUGH A  
CHANGE ORDER.

(CONTINUED ON NEXT PAGE)

## **CITY OF OPA-LOCKA AGREEMENT FOR DRAINAGE IMPROVEMENTS**

### **(Push Button Intersections Improvement-South Piggyback Competitive Award)**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172(the "**Contractor**").

#### **WITNESSETH**

**WHEREAS**, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Drainage Installation services to the City (Project No. 2022-09-015 for Drainage Installation along NW 147<sup>th</sup> Street) (the "Project"); and

**WHEREAS**, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County (Department of Transportation and Public Works) and the Contractor, as set forth in the Miami-Dade County Request For Price Quotations No. 20190236 ("the RPQ"); and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Term.** The term of this Agreement commences upon fully execution of this agreement and continues through June 18, 2022, unless terminated earlier by its terms.



**Section 2. Contract Terms.** The Contractor agrees to provide the City with drainage improvement services in accordance with the City's requirements as set forth herein and the Standard Contract between Miami-Dade County (Department of Transportation and Public Works) and the Contractor dated on or about March 30<sup>th</sup>, 2020 (the "Miami-Dade County Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Miami-Dade County Agreement and the Contractor's accepted proposal.

**Section 3. Scope of Work**

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross, as PW & CIP Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the County of Miami-Dade with regard to any and all provisions of the Miami-Dade County Agreement, the RPQ, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents

are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

**Section 4. Assignment.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

**Section 5. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:                      Darwin Williams, Interim City Manager  
City of Opa-Locka  
780 Fisherman Street  
Opa-Locka, Florida, Florida 33054

Copy to:                      Burnadette Norris-Weeks, Esq.  
City Attorney  
Burnadette Norris-Weeks, P.A.  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311

For Contractor:            Raul Gonzalez  
1955 N. W. 110 AVE  
Miami, FL 33172

**Section 5. Severability.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

## **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 accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**CITY: City of Opa-Locka**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Darvin Williams, Interim City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE USE  
OF AND RELIANCE  
BY THE CITY OF OPA-LOCKA ONLY:

By: \_\_\_\_\_  
City Attorney  
Burnadette Norris-Weeks, P.A.

By: \_\_\_\_\_  
Joanna Flores, City Clerk

**CONTRACTOR:  
H&R Paving, Inc.**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

Miami-Dade County Request for Price Quotations No. 20190236 ("the RPQ"); and H&R Paving, Inc, Proposal quote No. AR1900 dated 01/07/2022 provided to the City for Drainage Improvement Services along NW 147th Street (Capital Improvement Project No. 2022-09-015)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 806 JANN AVENUE TO ALLOW FOR THE REPLACEMENT OF THREE WINDOWS ON REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Opa-Locka, Florida, ("City") has established a Historic Preservation Ordinance, and established the Historic Environmental Tree Preservation Board by Ordinance 16-13 in order to preserve and protect the City's historic and cultural heritage and to foster civic pride; and

**WHEREAS**, the Historic Environmental Preservation Board was also established to protect the green environment especially, the preservation of trees in the City in order to support Arbor Day principles; and

**WHEREAS**, the City is required to have a fully functioning process, as required by Miami-Dade County, in order to maintain a separate, independent Historic Preservation Ordinance and Board; and

**WHEREAS**, the Historic Environmental Preservation Board received an application for the issuance of a certificate of appropriateness; and

**WHEREAS**, pursuant to City Ordinance 2022-02, Section 2-570.84 (2) (B) *Special certificate of appropriateness*: "For all applications for a special certificate of appropriateness involving the demolition, removal, reconstruction or new construction at an individual site or in a district, a special certificate of appropriateness is required after recommendation of the Historic Environmental Preservation Board" and review and approval by the City Commission; and

**WHEREAS**, further, the City has adopted Ordinance 2022-02 to establish minimum standards for municipal historic preservation programs, as set forth in the Miami-Dade County Historic Preservation Ordinance Section 16A-3.1; and



**WHEREAS**, the Historic Preservation Ordinance permits issuance of a Special Certificate of Appropriateness to replace three windows on the structure at 806 Jann Avenue, within the City, after an approval recommendation from the Historic Environmental Preservation Board, and review and approval by the City Commission in accordance with Ordinance 2022-02; and

**WHEREAS**, on April 14, 2022, the Historic Environmental Preservation Board held a meeting to, among other business matters, consider a request for a certificate of appropriateness approval for the structure at 806 Jann Avenue, within the City, to allow for the replacement of three windows on this historic property. After presentation and discussion, the Historic Environmental Preservation Board recommended approval of the Certificate of Appropriateness by 6-0 vote; and

**WHEREAS**, the City desires to approve the application for and the issuance of a certificate of appropriateness for the subject registered historic property.

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

**Section 1. ADOPTION OF 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 approves the recommendation of the Historic Environmental Preservation Board to issue a certificate of appropriateness to allow for the replacement of three windows on the registered historic property located at 806 Jann Avenue, within the City.

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

**Section 4. EFFECTIVE DATE.**

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 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

|                                                                  |                                                                                         |                |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                  |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Department Director:</b>                                      | Gregory D. Gay                                                                          |                | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                                     |                                                                                                                      |                  |
| <b>City Manager:</b>                                             | Darvin Williams                                                                         |                | <b>CM Signature</b>                                                                                                                                                                                                                                                                                                                                       |                                                                                                                      |                  |
| <b>Commission Meeting Date:</b>                                  | May 25, 2022                                                                            |                | <b>Item Type:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                      | <b>Resolution</b><br><br>X                                                                                           | <b>Ordinance</b> |
| <b>Fiscal Impact:</b><br><small>(Enter X in box)</small>         | <b>Yes</b>                                                                              | <b>No</b>      | <b>Ordinance Reading:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                              | <b>1<sup>st</sup> Reading</b>                                                                                        |                  |
|                                                                  |                                                                                         | X              | <b>Public Hearing:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                                 | <b>2<sup>nd</sup> Reading</b>                                                                                        |                  |
|                                                                  |                                                                                         | X              |                                                                                                                                                                                                                                                                                                                                                           | <b>Yes</b><br>X                                                                                                      | <b>No</b><br>    |
| <b>Funding Source:</b><br><br><small>Account# :</small>          | <small>(Enter Fund &amp; Dept)</small><br>Ex:<br><br>See Financial Impact section below |                | <b>Advertising Requirement:</b><br><small>(Enter X in box)</small>                                                                                                                                                                                                                                                                                        | <b>Yes</b>                                                                                                           | <b>No</b>        |
| <b>ILA Required:</b><br><small>(Enter X in box)</small>          | <b>Yes</b>                                                                              | <b>No</b><br>X | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                      |                  |
| <b>Strategic Plan Related</b><br><small>(Enter X in box)</small> | <b>Yes</b><br><br>X                                                                     | <b>No</b>      | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input checked="" type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><small>(list the specific objective/strategy this item will address)</small> |                  |
| <b>Sponsor Name</b>                                              | City Manager                                                                            |                | <b>Department:</b><br>Planning & Community Development                                                                                                                                                                                                                                                                                                    | City Manager                                                                                                         |                  |

### Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 806 JANN AVENUE TO ALLOW FOR THE REPLACEMENT OF THREE WINDOWS AND A DOOR ON REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

The City has adopted Ordinance 22-02 to establish minimum standards for municipal historic preservation programs and in agreement with Miami-Dade County Historic Preservation Ordinance Section 16A-3.1. The Historic Environmental Preservation Board per Ordinance 22-02, Section 2-570.84 (2) (B) *Special Certificate of Appropriateness*: "For all applications for a special certificate of appropriateness involving the demolition, removal, reconstruction or new construction at an individual site or in a district, a special certificate of appropriateness is required that is issued by recommendation of the Historic Environmental Preservation Board"

and review and approval by the City Commission. The Historic Environmental Preservation Board held a meeting on April 14, 2022 to discuss current projects and to consider a request for a certificate of appropriateness approval for the structure at 806 Jann Avenue to allow for the replacement of windows and a door on this historic property. After presentation and discussion the Historic Environmental Preservation Board recommended approval of the Certificate of Appropriateness by 6-0 vote.

**BACKGROUND:**

The City of Opa-locka established the Opa-locka Historic Preservation Board by Ordinance 81-13 for the purpose of protecting and perpetuating properties worthy of historic preservation. The City adopted Resolution 91-01 and Ordinance 91-02 to identify the properties in the City that were deemed outstanding examples of Moorish architecture, that were built based on the original plans as designed by its founder, Glenn Curtiss and to establish a list of properties that meet the requirements for being of historical, cultural, architectural and archeological significance which included the property at 432 Opa-locka Boulevard. The City Commission has determined that it is in the best interests and welfare of the City of Opa-locka and its residents to enact an ordinance that establishes a board that performs the functions of both the Historic Preservation Board and the Environmental Tree Board. The City established the Historic Environmental Preservation Board pursuant to Ordinance 16-13 on October 12, 2016 in order to preserve and protect the City's historic and cultural heritage and foster civic pride. The Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles. The Historic Environmental Preservation Board held a meeting on January 28, 2021 to introduce new board members, establish Board Chair and Vice-Chair, and to improvements to the HEPB. Pursuant to Planning & Community Development Department Director & Staff meeting with Miami Dade County Historic Preservation Chief, we received notice that independent municipal historic preservation programs were required to adopt the minimum standards as provided by Miami-Dade County regulations, Chapter 16A-3.1. The City Historic Environmental Preservation Legislation, Chapter 2 Article XI, Division 13, Sec 2-570.81 and Sec. 2-570.82 of the City Code of Ordinances concerning the composition, term of office, qualifications, organization, meeting, records standards and established duties and responsibilities of the HEPB.

**Financial Impact-**The City will receive permit fees associated with ensuring the preservation of this building.

|                         |
|-------------------------|
| <b>Proposed Action:</b> |
|-------------------------|

Staff recommended approval of this legislation.

|                    |
|--------------------|
| <b>Attachment:</b> |
|--------------------|

Draft Resolution for a Certificate of Appropriateness – Building Permit Improvements  
Ordinance 22-02 HEPBoard Min. Standards  
HEPB Application for Certificate of Appropriateness-for 806 Jann Avenue  
Building Plans for Windows & Door Replacement



**ORDINANCE NO. 2022-02**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO ESTABLISH MINIMUM STANDARDS FOR MUNICIPAL HISTORIC PRESERVATION PROGRAMS AS SET FORTH IN THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE SECTION 16A-3.1; PROVIDING FOR BOARD ORGANIZATION AND QUALIFICATIONS; BOARD DUTIES AND RESPONSIBILITIES; SCOPE OF REGULATIONS; DEFINITIONS; ADMINISTRATION AND ENFORCEMENT RULES AND REGULATIONS; SITE/DISTRICT/ZONE DESIGNATION PROCESS AND PROCEDURES; DEMOLITION PROCESS AND PROCEDURES; PROCEDURES FOR MAINTENANCE OF DESIGNATED PROPERTIES; CERTIFICATE TO DIG PROCEDURES; AN APPEALS PROCESS; PENALTIES AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Ordinance 16-13, on October 12, 2016 the City of Opa-Locka, Florida ("City") established the Historic Environmental Preservation Board ("Board") in order to preserve and protect the City's historic and cultural heritage and foster civic pride; and

**WHEREAS**, the Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles; and

**WHEREAS**, pursuant to Chapter 2, Article XI, Division 13, Sec. 2-570.81 and Sec. 2-570.82 of the City of Opa-Locka's Code of Ordinances, the City created, provided for composition; term of office; qualifications; organization; meetings, records standards and established duties and responsibilities of the Historic Environmental Preservation Board; and

**WHEREAS**, the City Commission desires to amend Chapter 2, Article XI, Division 13 entitled "Historic Environmental Preservation Board" to, among other things, establish minimum standards for municipal historic preservation programs as set forth in the applicable Miami-Dade County Historic Preservation Ordinance.

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

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

**SECTION 2.** The City Commissioner of the City of Opa-Locka, Florida hereby amends Chapter 2, Article XI, Division 13 entitled: "Historic Environmental Preservation Board" as follows:

**Sec. 2-570.81.** - Created; composition; term of office; qualifications; organization; meetings; records.

(a) A Historic Environmental Preservation Board ("Board") is hereby created, which shall be an advisory body to the commission, consisting of nine (9) members, each of whom shall be appointed by the city commission, for a term of ~~two (2) or four (4) years. for each member, except for the initial terms of the board upon its creation. The terms shall be staggered such that not fewer than two (2) nor more than three terms shall expire each year. The terms of board members shall commence on October 1 and shall expire on September 30.~~ Each member of the board shall serve until the expiration of his or her term. Members shall be eligible for reappointment. The City Commission of the City of Opa-Locka shall attempt to appoint architects, realtors, historians, art historians, lawyers, engineers, archaeologists or other individuals from the business, financial, or other segments of the community who, by virtue of their profession or business, have demonstrated concern for historic preservation. The Historic Environmental Preservation Board shall include not less than one architect; one real estate agent or attorney at law; and one historian or architectural historian. The City Manager shall provide qualified professional staff for the Board.

(b) At least five (5) members of the historic environmental board shall be residents of the City of Opa-locka, ~~and a registered voter of the City of Opa-locka, Florida. The city commission shall specifically designate these resident members.~~ The city commission, within its discretion, ~~shall~~ may appoint up to a maximum of four (4) members of the board who are not residents ~~or registered voters~~ of the City of Opa-locka, Florida. These four (4) appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation and city beautification. ~~Members of the historic environmental preservation board shall have diverse backgrounds, and whenever possible, prior experience in land use, planning, zoning, legal matters, landscape architecture, historic preservation or working knowledge of historic preservation principles and general working~~



~~knowledge of tree and plant identification and characteristics.~~ Members of the historic environmental preservation board shall hold no other public office or position in the City of Opa-locka.

(c) ~~An organizational meeting of the historic environmental preservation board shall be held to~~ The members of the Historic Environmental Preservation Board shall elect a chair and vice-chair from among its appointed members. The city commission ~~upon written charges and after public hearing~~ may remove members and vacancies shall be filled for the unexpired term of any removed member.

(d) ~~At least one (1) regular meeting of the board shall be held each month, as needed, but~~ Meetings of the Historic Environmental Preservation Board shall meet not less than six (6) times in any calendar year. ~~Regular meetings may be called by the Chair or staff for the board. The historic environmental preservation board shall keep record of its proceedings,~~ Records shall be maintained pursuant to Florida law, findings and determinations showing the vote on each matter and shall file the record and approved minutes of each meeting with the city clerk within thirty (30) days of the date of the meeting, or as soon thereafter as practicable. Members of the historic environmental board shall serve without compensation.

(e) The historic environmental preservation board may adopt reasonable rules of procedure to govern the conduct of its business and the holding of public hearings and workshops, consistent with procedures established for it by the city commission.

**Sec. 2-570.82. - Duties and responsibilities.**

The Historical Preservation Board shall have the following enumerated powers and duties:

- 1) Adopt or amend rules of procedure for its meetings.
- 2) Advise the City Commission as to designated individual sites, districts and archeological zones.
- 3) Recommend the issuance or denial of Certificates of Appropriateness and Certificates to Dig.



- 4) Recommend the approval of historical markers and recommend the issuance of certificates of recognition for individual sites and designated properties in a district.
- 5) Recommend zoning and building code amendments to the proper authorities.
- 6) Recommend to the City Commission guidelines for preservation and criteria for issuance by staff of regular certificates of appropriateness.
- 7) Promote the awareness of historic preservation and its community benefits.
- 8) No actions of this Board will supersede or be construed as superseding the authority of the City Commission.
- 9) Review and recommend update the Historic Survey as it applies to the City of Opa-locka and conduct such local research as is considered appropriate.
- 10) Implement the authority of this Ordinance and fulfill the tasks set forth for this Board by the City Commissioners.
- 11) Record and maintain records of the Board's actions and decisions.
- 12) Follow and abide by the laws of the United States of America, the State of Florida, Miami-Dade County, and the City of Opa-Locka.
- 13) Provide an annual report to the City Commission.
- 14) Make recommendations regarding planting and care of shade and ornamental trees and shrubbery now located or which may hereafter be planted in any public highway, park or pathway, except such as are excluded pursuant to applicable law, including the planting, trimming, spraying care and protection thereof.
- (15) Make recommendations to regulate and control the use of the ground as may be necessary for proper growth, care and protection of trees and shrubbery.
- (16) Recommend the removal of any tree or part thereof dangerous to public safety.
- (17) Propose regulations, subject to approval by the city commission.
- (18) Recommend the treatment or removal of any tree situated upon private property which is believed to harbor a disease or insects readily communicable to neighboring healthy trees in the care of the city.

- 19) Comply with all other minimum standards as set forth in Miami-Dade County Ordinance 81-13, Chapter 16-A pertaining to Historic Preservation.

Sec. 2-570.83. Scope of Regulations

This Ordinance is intended to and shall govern and be applicable to all property located in the City of Opa-locka, Florida. Nothing contained herein shall be deemed to supersede or conflict with applicable building and zoning codes. Provisions contained herein shall be cumulative and read in conjunction with other laws, rules and regulations. It is the legislative intent of the City of Opa-locka Commission that this Ordinance shall meet the requirements of Chapter 16A, Sec. 16A-3.1 of Miami-Dade County Code of Ordinances as a qualified municipal Historic Preservation Ordinance, and that this Ordinance shall be filed with the Clerk of Miami-Dade County Board of County Commissioners and with the National Register of Historical places for certification to be eligible under the relevant Tax Act.

Sec. 2-570.84. Definitions

(1) Archeological zone - An area designated by this ordinance which likely to yield information on the history and pre-history of Opa-locka based on prehistoric settlement patterns in Opa-locka as determined by the results of the Dade County Historic Survey and local research. These Zones will tend to conform to natural physiographic features which were the focal points for pre- historic and historic activities.

(2) Certificates of Appropriateness - A certificate issued by the City Commission after recommendation by the Board permitting certain alterations or improvements to a designated property.

(A) Regular Certificate of Appropriateness - A Regular Certificate of Appropriateness shall be issued by the staff of the Preservation Board, based on the guidelines for preservation approved by the City Commission.

(B) Special Certificate of Appropriateness - For all applications for a Special Certificate of Appropriateness involving the demolition, removal, reconstruction or new



construction at an individual site or in a district a Special Certificate of Appropriateness is required that is issued directly by the Board.

(3) Certificate to Dig - A certificate that gives the Board's permission for certain digging projects that may involve the discovery of as yet unknown or known archeological sites in an archeological zone. This certificate is issued by staff of the Board based on the guidelines for preservation approved by the Board.

(4) Certificate of Recognition - A certificate issued by the Board recognizing properties designated pursuant to this ordinance.

(5) City Commission - City of Opa-Locka Commission.

(6) Demolition - The complete constructive removal of a building of any site.

(7) Districts - A collection of archeological sites, buildings, structures, landscape features or other improvements that are concentrated in the same area and have been designated as a district pursuant to this ordinance.

(8) Exterior - All outside surfaces of a building or structure.

(9) Guidelines for Preservation - Criteria used by staff in determining the validity of applications for a Regular Certificate of Appropriateness and any Certificate to Dig and to establish a set of guide- lines for the preservation of buildings in Opa-locka. Minimum guidelines for preservation shall be that of the Secretary of Interior's Standards for the Treatment of Historic Properties, as may be amended from time to time. The City Commission may establish additional standards.

(10) Historical Preservation Board - The Board created and established by this ordinance as described in Section 2-570.81.

(11) Historic Survey - A comprehensive survey compiled by the Historic Preservation Division of the Miami-Dade County Office of Community and Economic Development involving the identification, research and documentation of buildings, sites and structures of any historical, cultural, archeological or architectural, importance in Miami-Dade County, Florida.

(12) Individual Site - An archeological site, building, structure, place or other improvement that has been designated as an individual site pursuant to this ordinance. Under the provisions of this ordinance interior spaces may be regulated only where a building or structure is designated individual site.

(13) National Register of Historic Places - A federal listing maintained by the U.S. Department of the Interior of buildings, sites, structures and districts that have attained a quality of significance as determined by the Historic Preservation Act of 1966 as amended.

(14) Ordinary Repairs or Maintenance - Work done to prevent deterioration of a building or structure or decay of or damage to a building or structure or any part thereof by re- storing the building or structure as nearly as practicable to its condition prior to such deterioration, decay or damage.

(15) Owner of a Designated Property - As reflected on the current Metropolitan Dade County tax rolls or current title holder.

(16) Qualified Staff may be considered outside contractors of the City and shall be a person who has a bachelor's degree in historic preservation, architecture, architectural history, history, or other closely related field, and who has at least 3 years of professional experience in the field of historic preservation or as a historic preservation planner; or who has a master's degree in the above mentioned fields and who has at least 1 year of professional experience in the field of historic preservation or as a historic preservation planner.

~~(17) Undue Economic Hardship - Failure to issue a certificate would place an onerous and excessive financial burden upon the owner that would amount to the taking of the owner's property without just compensation.~~

(17) Landscape Feature - Any improvement or vegetation including, but not limited to outbuildings, walls, courtyards, fences, shrubbery, trees sidewalks, planters, plantings, gates, street furniture and exterior lighting.

The definitions set forth in the Miami-Dade County Ordinance 81-13, Chapter 16-A pertaining to Historic Preservation shall by adopted and also apply to this section in the event of conflict and as may otherwise be amended from time to time.



**Sec. 2-570.85. Historic Preservation Board: Created and Established**

There is hereby created an Historical Preservation Board, ("the Board"), as a board of the City of Opa-locka, Florida. The Board is hereby vested with the power, authority and jurisdiction to recommend the designation, regulation and administration of historical, cultural, archeological and architectural resources in Opa-locka, Florida, as prescribed by this Ordinance under the direct jurisdiction and legislative control of the Opa-locka City Commission.

**Sec. 2-570.86. Rules and Regulations**

The Board shall make and prescribe such rules and regulations as are reasonably necessary and appropriate for the proper administration and enforcement of the provisions of this Ordinance. Such rules and regulations shall conform to the provisions of this Ordinance and shall not conflict with the Constitution and general laws of the State of Florida, and shall govern and control procedures, hearings and actions of the board. No such rules and regulations shall become effective until a public hearing has been held upon the proposed rules and regulations, and any amendments or modifications thereto, and the same have been approved by the City Commission and filed with the City Clerk. Upon approval by the Commission, such rules and regulations shall have the force and effect of law within the City of Opa-locka, Florida. The City Commission shall prescribe forms for use by applicants in compliance with the provisions of this chapter.

**Section 1. Designation Process and Procedure**

I. The City Commission shall have the authority to designate areas, places, buildings, structures, landscape features, archeological sites and other improvements or physical features, as individual sites, districts, or archeological zones that are significant in Opa-locka's history, architecture, archeology, or culture and possesses an integrity of location, design, setting, materials, workmanship or association, or:

(A) Are associated with distinctive elements of the cultural, social political, economic, scientific, religious, prehistoric and architectural history that have contributed to the pattern of history in the community, Miami-Dade County, South Florida, the state or the nation; or

(B) Are associated with the lives of persons significant in our past; or

(C) Embody the distinctive characteristics of a type, period, style or method of construction or work of a master; or that possess high artistic value, or that represent a distinguishable entity whose components may lack individual distinction; or

(D) Have yielded, or are likely to yield information in history or prehistory; or

(E) Are listed in the National Register of Historic places. The City Commission shall conduct a separate public hearing to consider for designation each property within its jurisdiction listed in the National Register of Historic Places;

II. Certain properties which include cemeteries, birth- places, properties owned by religious institutions, or used for religious purposes, structures that have been moved from their original locations, properties commemorative in nature and properties that have achieved significance within the last twenty-five years, will not normally be considered for designation. However, such properties will qualify if they are integral parts of districts that do meet the criteria, or if they fall within the following categories:

- (A) A religious property deriving primary significance from architectural or artistic distinction of historical importance.
- (B) A building or structure removed from its location but which is primarily significant for architectural value, or is the surviving structure most importantly associated with an historic event or person.
- (C) A birthplace or grave of an historical figure of outstanding importance if there is no other appropriate site or building directly associated with his/her productive life.
- (D) A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, distinctive design features, or from association with historic events.
- (E) A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance.



- (F) A property or district achieving significance within the past twenty-five years if it is of exceptional importance.

III. Prior to the designation of an individual site, a district, or an archeological zone, an investigation and designation report must be filed with City. The format of these reports may vary according to the type of designation, however all reports must address the following: The historical, cultural, architectural, and archeological significance of the property of properties being recommended for designation; a recommendation of boundaries for districts and archeological zones and identification of boundaries of individual sites being designated; a recommendation of standards to be adopted by the City Commission in carrying out its regulatory function under this ordinance with respect to Certificates of Appropriateness and Certificates to Dig. Where a report is filed recommending designation of a district, the report must identify those properties, if any, within the district which are not historically or architecturally compatible with structures in the district. The standards for regulating such non-conforming properties shall provide that a Certificate of Appropriateness may be required only for new construction on such properties. All reports shall take into consideration projected, proposed or existing public improvements and developmental or renewal plans. The Board must produce at least one designation report per calendar year, and present it to the municipal historic preservation board for consideration, until all properties in its jurisdiction listed as historically significant on the municipality's or the County's previous surveys have been considered for designation.

#### IV. Procedure

(A) Petition of the Owner - The owner(s) of any property in the City of Opa-locka may petition the Board for recommendation of designation of their property as an individual site, district or archeological zone provided that they appear before the Board with sufficient information to warrant the investigation of the property for future designation and the Board finds that the property may be worthy of designation. The Miami-Dade County Historic Preservation Chief may also recommend the initiation of designations. The Board shall, based on its findings, either direct the staff to transfer its recommendation to the City Commission so that the City Commission can then direct City staff to begin the designation process or deny the petition.

(B) Directive of the Board - Upon recommendations from staff and the acceptance of petitions pursuant to this section, staff shall transmit the



Boards recommendations to the City Commission along with any other recommendations the Board may deem necessary, and submit its report to the City Commission.

(C) Notification of owner - For each proposed designation of an individual site, district, or archeological zone the Board is encouraged to obtain the permission of the property owner(s) within the designated area, and is responsible for mailing a copy of the designation report to the owner(s) as notification of the intent of the Board to consider designation of the property at least 15 days prior to a public hearing held pursuant to this section.

(D) Notification of Government Agencies - Upon filing of a designation report, the Community Development Director shall immediately notify the Clerk of the Board of County Commissioners, the City Clerk, the City Building Official, the City Attorney and any other County or Municipal agency, including agencies with demolition powers, that may be affected by said filing.

(E) Notification of a Public Hearing - For each individual site, district or archeological zone proposed for designation a public hearing must be held as required by the Chapter 16A-3.1 of the Miami-Dade County Code of Ordinances.

(F) Requirement of Notification - The Board shall reduce to writing its recommendation to approve, deny, or amend the proposed designation and direct the Community Development Director to notify the City Commission following of its actions with a copy of the official minutes of the meeting, and a recommendation of the Board providing a summary statement of the effects of this action:

- 1) The City of Opa-locka Building Official,
- 2) The Opa-locka City Clerk,
- 3) Owner(s) of the affected property and other parties having an interest in the property, if known,
- 4) The Opa-locka Public Works Department, and
- 5) Any other County or Municipal Agency, including agencies with demolition powers, that may be affected by this action.

(G) Moratorium. Upon the filing of a designation report by the staff, the owner(s) of the real property which is the object matter of the designation report shall not:

- 1) Erect any structure on the subject property.
- 2) Alter, restore, renovate, move or demolish any structure on the subject property, until such time as final action, as provided by this chapter, is completed.

V. Demolition

A. Demolition of a designated building, structure, improvement or site may occur pursuant to an order of a government agency or a court of competent jurisdiction or pursuant to an application by the owner for a Special Certificate of Appropriateness.

B. Government agencies having the authority to demolish unsafe structures shall receive notice of designation of individual sites, districts or archeological zones pursuant to Section 10 of this Chapter. The City Commission shall be deemed an interested party and shall be entitled to receive notice of any public hearings conducted by said government agency regarding demolition of any designated property. The Board may make recommendations and suggestions to the City Commission and the owner(s) relative to the feasibility of and the public interest in preserving the designated property.

C. No permit for voluntary demolition of a designated building, structure, improvement or site shall be issued to the owner(s) thereof until an application for a Special Certificate of Appropriateness has been submitted and approved pursuant to the procedures in this Section. Refusal by the Board to grant a Special Certificate of Appropriateness shall be evidenced by written order detailing the public interest which is sought to be preserved. The Board shall be guided by the criteria contained in subsection V, D herein. The Board may grant a Special Certificate of Appropriate-ness which may provide for a delayed effective date of up to two (2) years. The effective date shall be determined by the Board based upon the relative significance of the structure and the prob-able time required to arrange a possible alternative to demolition. During the demolition delay period, the Board may take such steps as it deems necessary to preserve the structure concerned, in accordance with the purposes of this ordinance. Such steps may include, but shall not be limited to, consultation with civic groups public agencies and interested citizens, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features.

D. In addition to all other provisions of this ordinance, the Board shall consider for recommendation to the City Commission the following criteria in evaluating applications for a Special Certificate of Appropriateness for demolition of designated properties:

- (a) Is the structure of such interest or quality that it would reasonably meet national, state, or local criteria for designation as an historic or architectural landmark?



- (b) Is the structure of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense?
- (c) Is the structure one of the last remaining examples of its kind in the neighborhood, the County, or the region?
- (d) Does the structure contribute significantly to the historic character of designated district?
- (e) Would retention of the structure promote the general welfare of the County by providing an opportunity for study of local history, architecture, and design or by developing an understanding of the importance and value of a particular culture and heritage?
- (f) Are there definite plans for reuse of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

VI. Where, by reason of particular site conditions and restraints, or because of unusual circumstances applicable solely to the particular applicant, strict enforcement of the provisions of this ordinance would result in serious undue economic hardship to the applicant, the matter shall be officially referred to the Opa-locka Zoning Board of Appeals which shall have the power to vary or modify adherence to this ordinance; provided always that its requirements ensure harmony with the general purposes hereof and will not adversely affect the City of Opa-locka, Dade County, nor the South Florida metropolitan region.

VII. No Building Permit shall be issued by the Opa-locka Building Official which affects any designated property in Dade County without a Certificate of Appropriateness.

VIII. All work performed pursuant to the issuance of any Certificate of Appropriateness shall conform to the requirements of the Certificate. The City Manager shall designate an appropriate official to assist the Board by making necessary inspections in connection with enforcement of this ordinance and shall be empowered to issue a stop work order if performance is not in accordance with the issued certificate. No work shall proceed as long as a stop work order continues in effect. Copies of inspection reports shall be furnished to the Board and copies of any stop work orders both to the Board and the applicant. The Building Official or appropriate official and staff for the Board shall be responsible for ensuring that any work not in accordance with an issued Certificate of Appropriateness shall be corrected to comply with the Certificate of Appropriateness prior to withdrawing the stop work order.

IX. For the purpose of remedying emergency conditions determined to be dangerous to life, health or property, nothing contained herein shall prevent the making of any temporary construction, reconstruction or other repairs to a

building or site in the City of Opa-locka, pursuant to an order of a government agency or a court of competent jurisdiction. The owner of a building damaged by fire or natural calamity shall be permitted to stabilize the building immediately without Board approval, and to rehabilitate it later under the normal review procedures of this ordinance.

X. The Board shall have the authority to review applications for Certificate of Appropriateness for all property in Opa-locka, however owned, by either private or public parties. The purposes of this ordinance shall apply equally to plans, projects or work executed or assisted by any private party, governmental body or agency, department, authority or board of the City, County or State.

XI. Demolition procedures and requirements shall otherwise comply with Chapter 16A-3.1 of the Miami-Dade County Code of Ordinances as may be amended from time to time.

## **Section 2. Maintenance of Designated Properties**

Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any elements of any building or structure which does not involve a change of design, appearance or material, and which does not require a building permit.

## **Section 3. Certificates to Dig**

- I. Within an archeological zone, new construction, filling, digging, the removal of trees, or any other activity that may alter or reveal an interred archeological site shall be prohibited without a Certificate to Dig. All applications to all appropriate municipal or county agencies involving new construction, large scale digging, the removal of trees or any other activity that may reveal or disturb an interred archeological site, in an archeological zone shall require a Certificate to Dig before approval. Based on the designation report for the archeological zone, a complete application for a certificate to Dig and any additional guidelines the Board may deem necessary, the staff of the Board shall approve or deny the application for a Certificate to Dig by the owners of a property in a designated archeological zone. The Certificate to Dig may be made subject to specified conditions, including but not limited to, conditions regarding site excavation.

In order to comply with the site excavation requirements of the Certificate to Dig, the applicant may agree to permit a City or County sanctioned Archeologist to conduct excavation from the time of the approval of the Certificate to Dig until the effective date thereof. The findings of the staff shall be mailed to the applicant promptly. Applicant shall have the opportunity to challenge the staff decision or any conditions attached to the Certificate to Dig by requesting a meeting of the Board. The Board shall



convene within a reasonable time and shall make every effort to review and reconsider the original staff decision to arrive at an equitable decision. The decision of the Board shall be reduced to writing.

- II. Approved Certificates to Dig - Approved Certificates to Dig shall contain an effective date at which time the proposed activity may begin, unless the Board decides to designate the site in question as an individual site or district pursuant to Section 10 of this ordinance in which case all the rules and regulations pertaining to the designation process shall apply from the date the designation report has been filed.
- III. All work performed pursuant to the issuance of a Certificate to Dig shall conform to the requirements of such certificate. It shall be the duty of the City of Opa-locka, in particular its Public Works Department, to inspect from time to time any work pursuant to such certificate to assure compliance. In the event work is performed not in accordance with such certificate, the official designated by the City Manager pursuant to Section 1(VIII) shall be empowered to issue a stop work order and all work shall cease. No person, firm or corporation shall undertake any work on such projects as long as such stop work order shall continue in effect.

#### **Section 4. Appeals**

Upon written decision of the City Commission, an aggrieved party may appeal the decision by filing a written notice of appeal with the City Clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Subsequently, the City Commission shall conduct a public hearing at which time they may affirm, modify or reverse the decision of the Board or of the City Commission. Nothing contained herein shall preclude the City Commission from seeking additional information prior to rendering a final decision. The decision of the City Commission shall be reflected in the minutes and a copy of the Minutes shall be forwarded to the board and the appealing party.

Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the City Commission may appeal an adverse decision to the Circuit Court in and for Dade County, Florida. The party taking the appeal shall be required to pay to the City of Opa-locka the sum of One Hundred Dollars (\$100.00) to defray the costs of preparing the record on appeal.

#### **Section 5. Penalties**

Failure by an owner of record to comply with any provision of this ordinance shall constitute a violation hereof and shall be punishable by the City Commission by civil or criminal penalties including a fine of not more than \$500.00 per day for each day the violation continues. In addition, the Board may require that any work

performed contrary to this ordinance must be removed and the property returned to its condition prior to commencement of said action.

**Section 6. Incentives**

All properties designated as individual sites or as designated properties within a district shall be eligible, upon application by the owner(s), for any available financial assistance set aside for historic preservation by Metropolitan Dade County contingent on the availability of funds and the scope of the project as described in the application.

**SECTION 7.** If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconditional or invalid, in part or in application, it shall not affect the validity of the remaining portions or application of this Resolution.

**SECTION 8. CONFLICT, ADDITIONS & REPEALER.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed. To the extent of conflict between this Ordinance and Miami-Dade County Ordinance 81-13, Chapter 16-A pertaining to Historic Preservation, the Miami-Dade County Code of Ordinance shall control. Likewise, any provision not included herein, but specifically specified and required by Miami-Dade County Ordinance 81-13, Chapter 16-A pertaining to Historic Preservation in order to make the reading of this Ordinance complete, shall be interpreted as if the Miami-Dade Ordinance was incorporated herein.

**SECTION 9. SEVERABILITY.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 10. INCLUSION IN CODE.**

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter,"

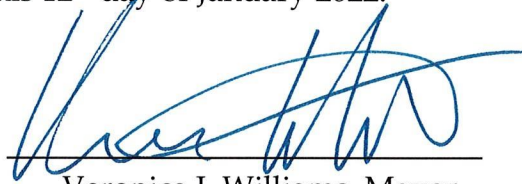
"Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

**SECTION 11.**      EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka is subject to the approval of the Governor or Governor's Designee.

**PASSED FIRST READING** this 8<sup>th</sup> day of December 2021.

**PASSED SECOND READING** this 12<sup>th</sup> day of January 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: Commissioner Dominguez

Seconded by: Vice Mayor Taylor



**VOTE:** 5-0

|                        |     |
|------------------------|-----|
| Commissioner Bass      | YES |
| Commissioner Davis     | YES |
| Commissioner Dominguez | YES |
| Vice Mayor Taylor      | YES |
| Mayor Williams         | YES |



## 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, January 12, 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 ORDINANCES/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 OF THE CITY'S CODE OF ORDINANCES ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO ESTABLISH MINIMUM STANDARDS FOR MUNICIPAL HISTORIC PRESERVATION PROGRAMS AS SET FORTH IN THE MIAMI-DADE COUNTY HISTORIC PRESERVATION ORDINANCE SECTION 16A-3.1; PROVIDING FOR BOARD ORGANIZATION AND QUALIFICATIONS; BOARD DUTIES AND RESPONSIBILITIES; SCOPE OF REGULATIONS; DEFINITIONS; ADMINISTRATION AND ENFORCEMENT RULES AND REGULATIONS; SITE/DISTRICT/ZONE DESIGNATION PROCESS AND PROCEDURES; DEMOLITION PROCESS AND PROCEDURES; PROCEDURES FOR MAINTENANCE OF DESIGNATED PROPERTIES; CERTIFICATE TO DIG PROCEDURES; AN APPEALS PROCESS; PENALTIES AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-04, FOR THE ALI-BABA NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 45 ACRES, BOUNDED ON THE EAST BY N.W. 17<sup>TH</sup> AVENUE, ON THE WEST BY N.W. 22<sup>ND</sup> AVENUE, ON THE NORTH BY N.W. 151<sup>ST</sup> STREET, AND ON THE SOUTH BY N.W. ALI BABA AVENUE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-11, FOR THE EAST-WEST SAFE NEIGHBORHOOD DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 100 ACRES, BOUNDED ON THE EAST BY N.W. 17<sup>TH</sup> AVENUE, ON THE WEST BY N.W. 22<sup>ND</sup> AVENUE, ON THE NORTH BY N.W. 141<sup>ST</sup> STREET, AND ON THE SOUTH BY N.W. 135<sup>TH</sup> STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE DISSOLUTION OF A SAFE NEIGHBORHOOD IMPROVEMENT DISTRICT (SPECIAL DISTRICT) IN ACCORDANCE WITH CHAPTER 189.071 FLORIDA STATUTES, AND REPEALING ORDINANCE 88-03 AND ORDINANCE 88-05, FOR THE NILE GARDENS NEIGHBORHOOD IMPROVEMENT DISTRICT WITHIN AN AREA CONTAINING APPROXIMATELY 320 ACRES, BOUNDED ON THE EAST BY N.W. 27<sup>TH</sup> AVENUE, ON THE WEST BY ALEXANDRIA DRIVE, ON THE NORTH BY N.W. 135<sup>TH</sup> STREET, AND ON THE SOUTH BY N.W. 128<sup>TH</sup> STREET; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE THE MOORISH REVIVAL STYLE DESIGN HANDBOOK; PROVIDING FOR DEFINITIONS, PERMIT AND SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-101, CREATING THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES; PROVIDING FOR DEVELOPMENT CRITERIA; PROVIDING FOR SPECIAL PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31 LAND DEVELOPMENT REGULATIONS TO INCLUDE ARTICLE IV, SECTION 22-102, CREATING THE OPA-LOCKA INNOVATION DISTRICT, PROVIDING FOR DEFINITIONS, PROVIDING FOR PERMITTED AND PROHIBITED USES, PROVIDING FOR DEVELOPMENT REGULATIONS AND INCENTIVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE (first reading / public hearing held on December 8, 2021).

### RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE VARIANCE REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL WAREHOUSE / DISTRIBUTION & OFFICE SPACE DEVELOPMENT BUILDING LOCATED AT 12805 LE JEUNE ROAD AND IDENTIFIED BY FOLIO 08-2129-000-0061 IN THE I-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email [jflores@opalockafl.gov](mailto:jflores@opalockafl.gov). To participate or provide comments virtually, please register on the City of Opa-locka website at [www.opalockafl.gov](http://www.opalockafl.gov) no later than 7:00 p.m. on Wednesday, January 12, 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



CERTIFICATE OF APPROPRIATENESS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>HISTORIC AND ENVIRONMENTAL PRESERVATION BOARD</b><br><b>HEPB COA APPLICATION-CITY OF OPA-LOCKA</b><br><b>PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT</b><br><b>780 FISHERMAN STREET, OPA-LOCKA, FL 33054</b>                                                                                                                                                                                                                                                                          |  | <b>DATE RECEIVED</b><br>APPLICATION # <u>22-4-14A</u><br>HEPB MEETING DATE <u>4-14-22</u><br>RESOLUTION # _____<br>STAFF INITIALS <u>OK</u><br><input type="checkbox"/> APPROVED<br><input type="checkbox"/> W. CONDITIONS<br><input type="checkbox"/> DENIED<br><input type="checkbox"/> CONTINUED TO: _____<br>HEPB APPLICATION<br><input checked="" type="checkbox"/> SPECIAL COA<br><input type="checkbox"/> SPECIAL CERTIFICATE TO DIG<br><input type="checkbox"/> SPECIAL CERTIFICATE OF APPROVAL<br><input type="checkbox"/> WAIVER |  |
| <u>806 JANN AVENUE</u> <u>THE DOVE HOUSE</u><br>PROPERTY ADDRESS HISTORIC PROPERTY NAME                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <u>ALEXANDER VAN MECL</u><br>OWNERS NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <u>806 JANN AVENUE, OPA-LOCKA, FL 33054</u><br>OWNER'S ADDRESS, CITY, STATE, ZIP CODE                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <u>(323) 547-3631</u><br>OWNER'S DAYTIME PHONE NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <u>ALEXANDER VAN MECL, HOMEOWNER</u><br>APPLICANT /AUTHORIZED REPRESENTATIVE (NAME & TITLE)                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <u>806 JANN AVENUE, OPA-LOCKA, FL 33054</u><br>APPLICANT'S ADDRESS, CITY, STATE, ZIP CODE                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <u>(323) 547-3631 / ALEXVANMECL@GMAIL.COM</u><br>APPLICANT'S DAYTIME PHONE NUMBER APPLICANT'S EMAIL                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <b>APPLICATION TYPE (CHOOSE AS MANY AS APPLICABLE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ADDITION <input type="checkbox"/> DEMOLITION <input type="checkbox"/> AFTER-THE-FACT WORK<br><input type="checkbox"/> ALTERATION <input type="checkbox"/> LANDSCAPING/PAVING <input type="checkbox"/> CONCEPTUAL <input checked="" type="checkbox"/> OTHER <u>REPLACE DOOR &amp; WINDOWS</u><br><input type="checkbox"/> PARKING WAIVER <input type="checkbox"/> SETBACK WAIVER <input type="checkbox"/> WAIVER (OTHER) |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

The property owner should be present at the HEPB hearing. It is preferred that the owner personally present the project to the HEPB at the meeting. If the owner should choose to have a paid representative present the project on their behalf, that representative must be a registered lobbyist with the City of Opa-locka. For more information on becoming a registered lobbyist, please call the City Clerk's Office at 305.688.4611. (Lobbyist will be asked to provide proof of registration.)

**OWNERS ATTESTATION:**

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION AND I CERTIFY TO THE BEST OF MY ABILITY THAT ALL INFORMATION PROVIDED IN THIS APPLICATION AND ATTACHMENTS ARE CORRECT.

  
 SIGNATURE OF PROPERTY OWNER

02/08/22  
 DATE

SIGNATURE OF APPLICANT (IF OTHER THAN PROPERTY OWNER)

DATE

NOTE: A COMPLETE CHECKLIST AND INSTRUCTIONS FOR REQUIRED ATTACHMENTS ARE ON THE REVERSE SIDE.  
 INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED



# BUILDING PERMIT APPLICATION

## BUILDING DEPARTMENT

780 Fisherman St., 4th Floor  
Opa-Locka, Florida 33054  
Tel: (305) 953-2868 Option 6  
Fax: (305) 953-2897



" THE GREAT CITY "

*City of*  
**OPA-LOCKA**  
*Florida*

PERMIT NO. 22010019  
DATE ISSUED: \_\_\_\_\_  
CASH RECEIPT NO. \_\_\_\_\_  
CASH \_\_\_\_\_ or CHECK NO. \_\_\_\_\_

PERMIT TYPE (Circle) **BUILDING** MECHANICAL WALL/FENCE SIGN PAVING ROOFING FIELD INSPECTION  
OTHER \_\_\_\_\_

Owner ALEX VAN MECL Tel No 780 3824592

Mail Address 806 JANN AVE OPA LOCKA, FL 33054

Bldg Contr FLORIDA SOLAR & AIR Tel No 954-828-0208

Mail Address 12399 SW 53 ST SUITE 105 COOPER CITY, FL 33330

Architect \_\_\_\_\_

Engineer \_\_\_\_\_

Tax folio no 08-2121-005-0130

LEGAL DESCRIPTION OF JOB: Lot No. 2 Blk 62

Subdivision OPA LOCKA NO 2 PB & Page No 78-72

Street Address of Job 806 JANN AVE OPA LOCKA, FL 33054

Lot Size \_\_\_\_\_ Survey Attached \_\_\_\_\_

Present Use 0101 RESIDENTIAL SINGLE FAMILY : 1 UNIT

I HEREBY MAKE APPLICATION FOR PERMIT TO:

ERECT ☐ ALTER ☒ DEMOLISH ☐ ADD ☐ REPAIR ☐

REMOVE ☐ REMODEL ☐ ROOF ☐ FENCE ☐ SIGN ☐

A \_\_\_\_\_ STORY RESIDENTIAL ☒ INDUSTRIAL ☐

OTHER Replacing 3 windows to impact

FOR THE FOLLOWING USE AND OCCUPANCY

SQ./LIN. FT \_\_\_\_\_ ESTIMATED COST \$9,951

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-BUILDER ONLY

Alex Van Mecl

PRINT NAME CONTRACTOR (QUALIFIER) OR OWNER-BUILDER

CGC1523572

QUALIFIER'S LICENSE NUMBER

NOTARY PUBLIC



Notary Public State of Florida  
Edgar Canales  
My Commission HH 027692  
Expires 08/04/2024

**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       |          |      |        |
| PUBLIC WORKS |          |      |        |
| PLUMBING     |          |      |        |
| ELECTRICAL   |          |      |        |
| MECHANICAL   |          |      |        |
| STRUCTURAL   |          |      |        |
| BUILDING     |          |      |        |

|                                           | ESTIMATED VALUE | FEE   |
|-------------------------------------------|-----------------|-------|
| Principal Bldg <input type="checkbox"/>   | \$ _____        | _____ |
| Accessory Bldg <input type="checkbox"/>   | _____           | _____ |
| Screen Enc <input type="checkbox"/>       | _____           | _____ |
| Wall <input type="checkbox"/>             | _____           | _____ |
| Fence <input type="checkbox"/>            | _____           | _____ |
| Pool <input type="checkbox"/>             | _____           | _____ |
| Paving <input type="checkbox"/>           | _____           | _____ |
| Soakage Pit <input type="checkbox"/>      | _____           | _____ |
| Roofing <input type="checkbox"/>          | _____           | _____ |
| Public Works <input type="checkbox"/>     | _____           | _____ |
| Building <input type="checkbox"/>         | _____           | _____ |
| Other <input type="checkbox"/>            | _____           | _____ |
| Field Inspection <input type="checkbox"/> | _____           | _____ |
| CC Fee <input type="checkbox"/>           | _____           | _____ |
| TOTAL BLDG VALUE & FEES                   | \$ _____        | _____ |

ISSUED

BY: \_\_\_\_\_ DATE \_\_\_\_\_

Certification is required for finished floor elevation prior to Certificate of Occupancy.

CONTRACTOR'S

NUMBER CGC1523572

QUALIFIER'S

NAME ALEXANDER MUSTELIER

QUALIFIER'S

ADDRESS 12399 SW 53 ST SUITE 105

CITY COOPER CITY

STATE FL ZIP CODE 33330

TEL. NO. 954-828-0208

CITY OF OPA-LOCKA  
Community Development & Planning Dept.  
Date Rec'd \_\_\_\_\_  
Signature \_\_\_\_\_

Prepared by:

Richard L. Barbara, Esq.  
Coral Gables Title + Escrow, LLC  
224 Palermo Avenue  
Coral Gables, FL 33134  
(305) 400-8802  
File No CG21-474S

This is certified to be a true copy  
NORTH AMERICAN TITLE COMPANY

Y: \_\_\_\_\_

Return to:

North American Title Company  
600 North Pine Island Road, Suite 370  
Plantation, FL 33324

[Space Above This Line For Recording Data]

## WARRANTY DEED

(STATUTORY FORM - SECTION 689.02, F.S.)

This indenture made the 29<sup>th</sup> day of September, 2021 between Dunia Gonzalez, joined by her spouse, Daumel Diaz and Pedro Antonio Diaz, joined by his spouse Alfereda Y Rosas, whose post office address is 5995 Northwest 113th Terrace, Hialeah, FL 33012, of the County of Miami-Dade, State of Florida, Grantors, to Alexander Jan Van Meel, a single man, whose post office address is 806 Jann Avenue, Opa-locka, FL 33054, of the County of Miami-Dade, State of Florida, Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade, Florida, to-wit:

LOT 2, BLOCK 62, PLAT NO. TWO OPA— LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 72, N.K.A. LOT 2, BLOCK 62, OF REVISED PLAT NO. TWO OPA -LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, AT PAGE 67, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Also known as: 806 Jann Avenue, Opa-Locka, FL 33054

Folio: 08-2121-005-0130

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Monique Peña  
WITNESS  
PRINT NAME: Monique Peña  
Laura  
WITNESS  
PRINT NAME: Laura

[Signature]  
Dunia Gonzalez

[Signature]  
Pedro Antonio Diaz

[Signature]  
Daumel Diaz

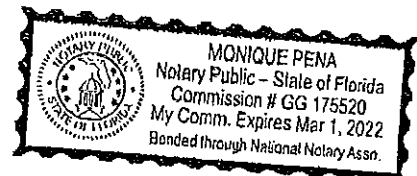
[Signature]  
Alfreda Yolanda Rosas Hernandez

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of September, 2021, by Dunia Gonzalez, Daumel Diaz, Pedro Antonio Diaz and Alfreda Yolanda Rosas Hernandez.

Monique Peña  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally Known: \_\_\_\_\_ OR Produced Identification: ☒  
Type of Identification: Driver licenses.  
Produced: \_\_\_\_\_



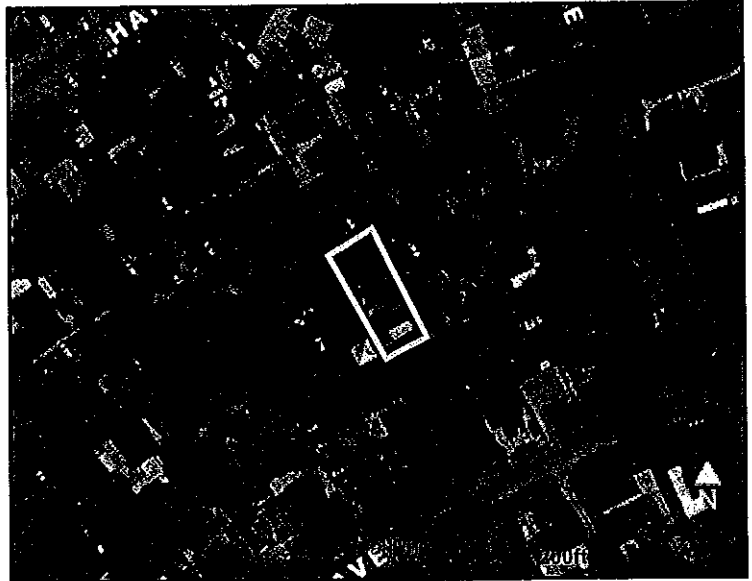


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 10/11/2021

| Property Information |                                              |
|----------------------|----------------------------------------------|
| Folio:               | 08-2121-005-0130                             |
| Property Address:    | 806 JANN AVE<br>Opa-locka, FL 33054-3322     |
| Owner                | PEDRO ANTONIO DIAZ<br>DUNIA GONZALEZ         |
| Mailing Address      | 806 JANN AVE<br>OPA-LOCKA, FL 33054 USA      |
| PA Primary Zone      | 0100 SINGLE FAMILY - GENERAL                 |
| Primary Land Use     | 0101 RESIDENTIAL - SINGLE<br>FAMILY : 1 UNIT |
| Beds / Baths / Half  | 3 / 2 / 0                                    |
| Floors               | 1                                            |
| Living Units         | 1                                            |
| Actual Area          | 2,127 Sq.Ft                                  |
| Living Area          | 1,906 Sq.Ft                                  |
| Adjusted Area        | 1,980 Sq.Ft                                  |
| Lot Size             | 5,986 Sq.Ft                                  |
| Year Built           | 1930                                         |



| Assessment Information |           |           |           |
|------------------------|-----------|-----------|-----------|
| Year                   | 2021      | 2020      | 2019      |
| Land Value             | \$65,846  | \$65,846  | \$68,839  |
| Building Value         | \$137,808 | \$137,808 | \$123,552 |
| XF Value               | \$3,457   | \$3,497   | \$3,536   |
| Market Value           | \$207,111 | \$207,151 | \$195,927 |
| Assessed Value         | \$128,081 | \$126,313 | \$123,474 |

| Benefits Information                                                                                     |                      |          |          |          |
|----------------------------------------------------------------------------------------------------------|----------------------|----------|----------|----------|
| Benefit                                                                                                  | Type                 | 2021     | 2020     | 2019     |
| Save Our Homes Cap                                                                                       | Assessment Reduction | \$79,030 | \$80,838 | \$72,453 |
| Homestead                                                                                                | Exemption            | \$25,000 | \$25,000 | \$25,000 |
| Second Homestead                                                                                         | Exemption            | \$25,000 | \$25,000 | \$25,000 |
| Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional). |                      |          |          |          |

| Short Legal Description                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------|--|
| OPA LOCKA NO 2 PB 28-72<br>LOT 2 BLK 62<br>LOT SIZE 48.670 X 123<br>OR 11307-888 1281 2<br>COC 21448-4069 06 2003 1 |  |

| Taxable Value Information |           |           |          |
|---------------------------|-----------|-----------|----------|
|                           | 2021      | 2020      | 2019     |
| County                    |           |           |          |
| Exemption Value           | \$50,000  | \$50,000  | \$50,000 |
| Taxable Value             | \$78,081  | \$76,313  | \$73,474 |
| School Board              |           |           |          |
| Exemption Value           | \$25,000  | \$25,000  | \$25,000 |
| Taxable Value             | \$103,081 | \$101,313 | \$98,474 |
| City                      |           |           |          |
| Exemption Value           | \$50,000  | \$50,000  | \$50,000 |
| Taxable Value             | \$78,081  | \$76,313  | \$73,474 |
| Regional                  |           |           |          |
| Exemption Value           | \$50,000  | \$50,000  | \$50,000 |
| Taxable Value             | \$78,081  | \$76,313  | \$73,474 |

| Sales Information |           |              |                                         |
|-------------------|-----------|--------------|-----------------------------------------|
| Previous Sale     | Price     | OR Book-Page | Qualification Description               |
| 09/11/2015        | \$170,000 | 29778-1506   | Qual by exam of deed                    |
| 06/01/2003        | \$122,000 | 21448-4069   | Sales which are qualified               |
| 12/01/1981        | \$44,900  | 11307-0888   | Deeds that include more than one parcel |
| 05/01/1974        | \$11,000  | 00000-00000  | Deeds that include more than one parcel |

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:









State Certified: General, Air Conditioning, Roofing, Electrical Contractors

License Numbers: CAC1816475, SCC131151052,  
EC13004514, CCC1332350 & CGC1523572

Customer Name: Alex Van Mecl Phone: (323) 547-3631 Email: alexvanmecl@gmail.com  
Street Address: 806 Jann Ave City: Opa-Locka State: FL Zip: 33054

This contract is made and entered into on **October 11, 2021** by and between Florida Solar & Air, Inc., a Florida corporation ("FSA"), and customer(s) named above of the residence located at the address listed above ("Buyer" or "Owner").

**The Work:** FSA agrees to perform the work described as follows:

- Description of Project including Material to be Used:** See Contract Worksheet
- Remove existing units to be replaced (NOTE: Removed items are likely to be damaged).
- Prepare openings as necessary to receive replacement units.
- Provide necessary permits and insurance. Should FSA be unable to obtain proper permits (for whatever reason) prior to commencement of any work, FSA shall refund any previous payment and this transaction shall be automatically cancelled.
- Customer Agrees:** FSA is not responsible for correcting any existing code violations or pre-existing conditions. If additional work is required it will be the customer's responsibility. Any additional changes will be quoted and approved prior to the start of additional work. **Initial Here:** {{Initial\*}}
- Schedule:** Contractor shall use best efforts to commence the work within 60-120 Days days after execution of the Contract (the "Commencement Date") and shall endeavor to complete all work within 5-7 Days days after the Commencement Date. Installation dates cannot be guaranteed as Product(s) availability may vary.

**Contract Price:** The TOTAL PRICE for all Labor and Materials is \$ 9,951.00  
Down Payment \$ 0.00  
Final Payment \$ 9,951.00

**Financing:** Not Applicable **Finance Notes:** CASH/CHECK/CREDIT CARD.

**100% DUE UPON COMPLETION.**

See financing agreement and related document if Owner elects to apply for financing of the above final payment.

**Receipt of Final Payment:** After receipt of final payment for total balance due, 1) the final inspection will be coordinated; 2) FSA will send Buyer the Manufacturer's Warranty; 3) FSA will provide Owner a Final Waiver and Release of Lien, and Contractor's Final Affidavit to Owner, substantially similar to the forms in Chapter 713, Florida Statutes (2005)

**BUYER'S RIGHT TO CANCEL:** This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by facsimile, by email or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment. See attached notice of cancellation for an explanation of this right

IN WITNESS WHEREOF, the Parties hereto have executed this contract, under seal, as of the day and year first above written.

{{Signature\*}}

Buyer/Owner: Alex Van Mecl

{{Signdate}}

Date

{{Signature:Recipient2\*}}

Florida Solar & Air, Inc.

{{Signdate:Recipient2}}

Date

[Home Improvement Financing?](#)[More info](#)

## CGI Estate Collection Serie 238 – Designer Fixed Window

The **CGI Estate Collection designer fixed** impact windows are available in a variety of different shapes and styles. The look of these custom window designs add beauty and styling to your home, giving it a truly unique appearance. Our Estate designer windows have been designed with consistent and even sightlines to match our casement, project-out and rectangular fixed windows and are constructed with a separate vent and frame design. There are less expensive ways of manufacturing a fixed hurricane window, but consistent with CGI's heritage our Estate designer windows have been designed to provide a strong, high quality and aesthetically pleasing choice

### PRODUCT FEATURES

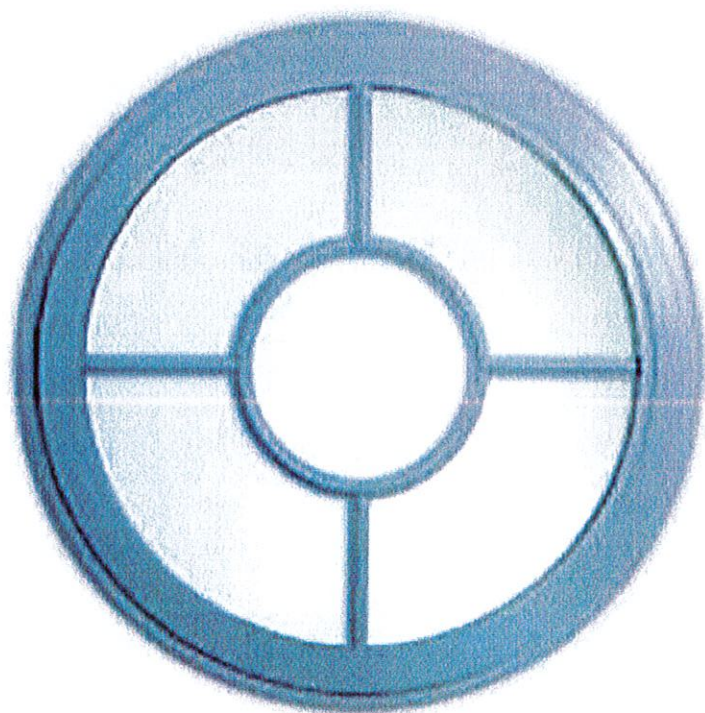
Extruded glazing beads (contoured ogee for rectangular window, and contemporary square bead for designer)

Stainless steel assembly screws

Corner keys for rectangular units and welded corner in designer units

Double weatherstripping

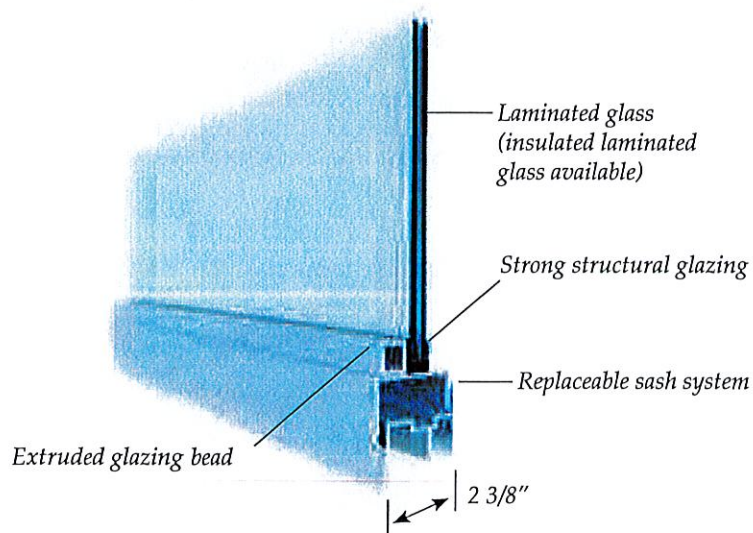
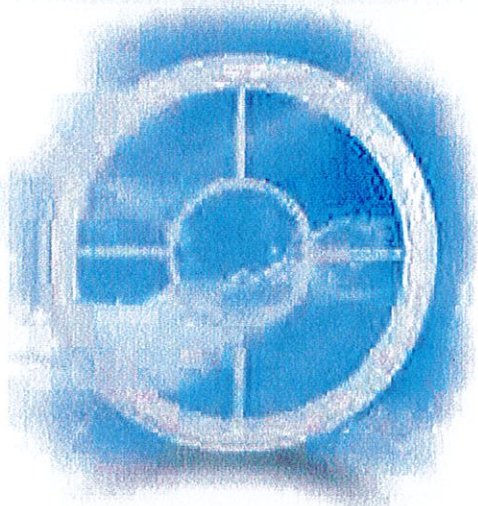
1/2" exterior flange frame





## 238 FIXED AND DESIGNER FIXED WINDOW

Available up to 45 Sq ft, architecturally correct sightlines, sash and frame construction allowing for easy sash replacement and install.



Designer window shown. See profile of casement for rectangular fixed windows.

### Available Finishes

White, Bronze, Bone White Kynar or equivalent, Class I Clear Anodized, Aspen Wood Grain Finishes, Custom Colors

### Standard Glass Colors

Clear, Gray, Dark Gray (Turtle Code), Bronze, Solexia Green, Azuria Blue, White Interlayer, Mist (Pattern 62), Rain

### Glass Types

- 7/16" Laminated
- 3/4" Insulated Laminated

### Glass Coatings

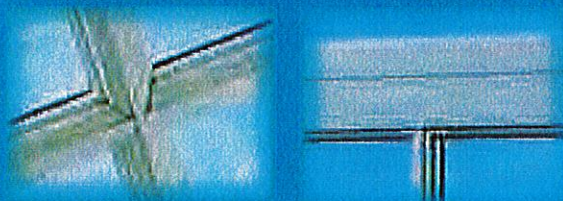
- Energy Efficient LoE Coatings

### Standard Features

- Extruded glazing beads (contoured ogee for rectangular window, and contemporary square bead for designer)
- Stainless steel assembly screws
- Corner keys for rectangular units and welded corner in designer units
- Double Weatherstripping
- 1/2" exterior flange frame

### Optional Items

- Decorative screw covers for rectangular fixed window
- Square glazing beads
- Equal leg frame (rectangular fixed only)
- Extruded double applied raised profile 1" and 3 1/2" muntins (not applicable with insulated glass)
- Muntin grids inside insulated glass (GBGs)

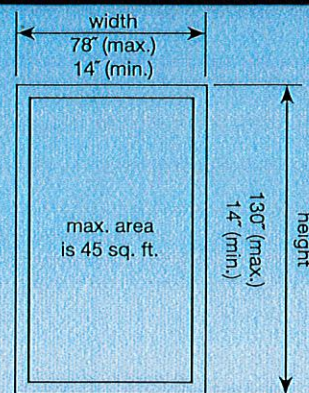


— See page 29 for some of our Designer Fixed configurations.



## SIZE LIMITATIONS ON RECTANGULAR FIXED WINDOW

- Visible glass area (daylight dimension) equals window "width" or "height" - 7"
- Maximum area 25 square feet for insulated laminated glass
- Overall square footage area not to exceed 45 square feet for laminated glass
- Maximum window width is 130" (Maximum height at this width is 48")
- Minimum window width is 14"
- Please contact your CGI provider for Designer Fixed window size limitations



## PERFORMANCE RESULTS

### SERIES 238 RECTANGULAR FIXED WINDOW

|                                         |                                                                                                                                                                                                                                                                                               |                                                                                                                    |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Maximum Water Resistance                |                                                                                                                                                                                                                                                                                               | 16.5 PSF                                                                                                           |
| Large Missile Laminated Glass           | 26 1/2" x 50 5/8" Window (Ann/Ann or HS/HS Glass)<br>37" x 63" Window (Ann/Ann or HS/HS Glass)<br>48" x 72" Window (Ann/Ann or HS/HS Glass)<br>26 1/2" x 50 5/8" Window (HS/HS Glass)<br>48" x 72" Window (HS/HS Glass)<br>54" x 120" Window (HS/HS Glass)                                    | +110 /-148.7 PSF<br>+102.1/-111.3 PSF<br>+85.5 /-85.5 PSF<br>+110 /-195 PSF<br>+90 /-90 PSF<br>+50 /-50 PSF        |
| Large Missile Insulated Laminated Glass | 26 1/2" x 50 5/8" Window (Ann-Air-Ann/Ann Glass)<br>37" x 63" Window (Ann-Air-Ann/Ann Glass)<br>48" x 72" Window (Ann-Air-Ann/Ann Glass)<br>26 1/2" x 50 5/8" Window (Temp-Air-Temp/Temp Glass)<br>37" x 63" Window (Temp-Air-Temp/Temp Glass)<br>48" x 72" Window (Temp-Air-Temp/Temp Glass) | +110 /-139.4 PSF<br>+74.9 /-74.9 PSF<br>+53.7 /-53.7 PSF<br>+110 /-147.2 PSF<br>+110.2 /-110.2 PSF<br>+90 /-90 PSF |
| Forced Entry Test (AAMA 1302.5)         |                                                                                                                                                                                                                                                                                               | Passed                                                                                                             |

\* Design Load Capacities with Reinforcement

## PERFORMANCE RESULTS

### SERIES 238 DESIGNER FIXED WINDOW

|                                         |                                                                                                                                                                                                                                                                                                  |                                                                                                                    |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Maximum Water Resistance                |                                                                                                                                                                                                                                                                                                  | 16.5 PSF                                                                                                           |
| Large Missile Laminated Glass           | 26 1/2" x 50 5/8" Window (Ann/Ann Glass)<br>37" x 63" Window (Ann/Ann Glass)<br>48" x 72" Window (Ann/Ann Glass)<br>26 1/2" x 50 5/8" Window (HS/HS Glass)<br>37" x 63" Window (HS/HS Glass)<br>48" x 72" Window (HS/HS Glass)                                                                   | +110 /-147.2 PSF<br>+110 /-110.2 PSF<br>+83.9 /-83.9 PSF<br>+110 /-169.7 PSF<br>+110 /-120 PSF<br>+90.0 /-90.0 PSF |
| Large Missile Insulated Laminated Glass | 26 1/2" x 50 5/8" Window (Temp-Air-Ann/Ann Glass)<br>37" x 63" Window (Temp-Air-Ann/Ann Glass)<br>48" x 72" Window (Temp-Air-Ann/Ann Glass)<br>26 1/2" x 50 5/8" Window (Temp-Air-Temp/Temp Glass)<br>37" x 63" Window (Temp-Air-Temp/Temp Glass)<br>48" x 72" Window (Temp-Air-Temp/Temp Glass) | +110 /-133 PSF<br>+72.9 /-72.9 PSF<br>+52.9 /-52.9 PSF<br>+110 /-169.7 PSF<br>+110 /-120 PSF<br>+90.0 /-90.0 PSF   |
| Forced Entry Test (AAMA 1302.5)         |                                                                                                                                                                                                                                                                                                  | Passed                                                                                                             |

\* Performance values for small missile are also available.

## ENERGY VALUES (NFRC Approved)

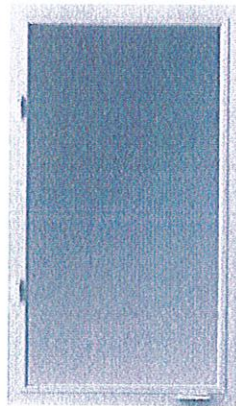
| 238 Designer/Fixed                     | U-Factor | SHGC | VT   |
|----------------------------------------|----------|------|------|
| 7/16" Laminated Gray                   | 0.98     | 0.46 | 0.38 |
| 7/16" Laminated Clear                  | 0.98     | 0.58 | 0.68 |
| 7/16" Laminated Clear LoE 366          | 0.99     | 0.29 | 0.47 |
| 3/4" Insulated Laminated Clear LoE 366 | 0.52     | 0.23 | 0.49 |
| 3/4" Insulated Laminated Clear LoE 270 | 0.52     | 0.30 | 0.54 |

\* For turtle code, please refer to center of glass values.



# CASEMENT WINDOW

## WINDOWS

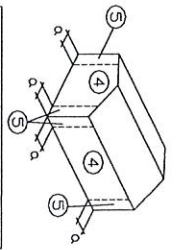


(<https://cgiwindows.com/product/casement-window-238sn/>)

SENTINEL  
CASEMENT WINDOW ([HTTPS://CGIWINDOWS.COM/PRODUCT/CASEMENT-WINDOW-238SN/](https://cgiwindows.com/product/casement-window-238sn/))

238SN





$$P = q_h \cdot (C_{cp} - C_{cp,i})$$

INNOVATIVE ENGINEERING AND DESIGN, PLLC  
303 East Woolbright Rd., Suite #253  
Boynton Beach, FL 33435  
FL CA # 32791

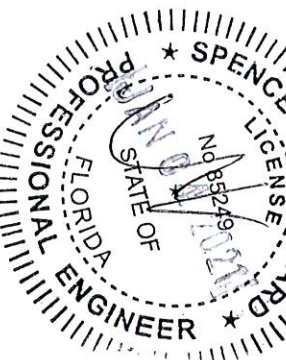


| Wind Velocities in South Florida                                                        |         |            |     |
|-----------------------------------------------------------------------------------------|---------|------------|-----|
| Date                                                                                    | Broward | Palm Beach |     |
| Risk Cat. 1                                                                             | 165     | 156        | 156 |
| Risk Cat. 2                                                                             | 175     | 170        | 170 |
| Risk Cat. 3                                                                             | 186     | 180        | 180 |
| Risk Cat. 364                                                                           |         |            |     |
| Low risk to humans (farms, schools)<br>Single Family Residences<br>Essential Facilities |         |            |     |

V (mph) 175 1620 FBC for HVHZ, or Fig. 26.5-1a  
Risk Category II  
Exposure C  
Section 26.7  
Kd 0.85  
Table 26.6-1, page 250  
Kzt 1  
Figure 26.8-1, page 252  
Cp 0.18  
Cp,i 0.55  
pitch of roof 3/12  
theta 14.0 degrees

| Instructions and Limitations of Use |                                                                                                                                                                   |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|
| 1                                   | Charts provide wind pressures based on the mean roof height. And shall not exceed 60'-0".                                                                         |  |  |  |  |  |  |  |  |  |  |
| 2                                   | Design pressures are for an enclosed building (shutters or other impact resistance protection required).                                                          |  |  |  |  |  |  |  |  |  |  |
| 3                                   | User shall determine the mean roof height. (Eave height + Roof Peak)/2.                                                                                           |  |  |  |  |  |  |  |  |  |  |
| 4                                   | End zone distance is the lesser of 10% of length, 10% of width, or 40% of the mean roof height and not less than 3'-0".                                           |  |  |  |  |  |  |  |  |  |  |
| 5                                   | If 50% of a component is in a particular zone then that component is considered to be in zone with the majority of the area. If questionable then place in Zone 5 |  |  |  |  |  |  |  |  |  |  |
| 6                                   | Each component, window, door, mullion has a tributary area that is area to be used. Area of components to rounded down but shall not be less than 10 sf.          |  |  |  |  |  |  |  |  |  |  |
| 7                                   | For NOA's that require a Kzt=1.0 then multiply the values listed herein by 1.18.                                                                                  |  |  |  |  |  |  |  |  |  |  |
| 8                                   | Wind pressures are based on allowable stress design.                                                                                                              |  |  |  |  |  |  |  |  |  |  |
| 9                                   | Design pressures listed herein are valid for Exposure B and C and exposure D, (max roof height 30'), see criteria shown left.                                     |  |  |  |  |  |  |  |  |  |  |
| 10                                  | Charts and values listed herein are only valid when signed, dated, and sealed by Spencer Ledger, PE #55249                                                        |  |  |  |  |  |  |  |  |  |  |
| 11                                  | Wind design pressures are calculated in accordance with ASCE 7-16, Method 2 (FBC 2020, 7th Edition)                                                               |  |  |  |  |  |  |  |  |  |  |
| 12                                  | No reduction is taken for slopes less than 10 degrees.                                                                                                            |  |  |  |  |  |  |  |  |  |  |

| Mem. Room | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        | Area of component |        |
|-----------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|
|           | 10.0 sf           |        | 15.0 sf           |        | 20.0 sf           |        | 25.0 sf           |        | 30.0 sf           |        | 35.0 sf           |        | 40.0 sf           |        | 45.0 sf           |        | 50.0 sf           |        | 55.0 sf           |        | 60.0 sf           |        |
|           | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 | Zone 4            | Zone 5 |
| 15        | 40.1              | 40.1   | 38.8              | 38.8   | 38.4              | 38.4   | 37.9              | 37.9   | 37.5              | 37.5   | 37.1              | 37.1   | 36.7              | 36.7   | 36.2              | 36.2   | 35.8              | 35.8   | 35.4              | 35.4   | 35.0              | 35.0   |
| 16        | -43.4             | -43.4  | -42.2             | -41.3  | -41.8             | -41.8  | -41.4             | -40.8  | -41.0             | -40.0  | -40.6             | -40.6  | -40.2             | -40.2  | -40.6             | -40.3  | -40.4             | -40.0  | -40.1             | -40.1  | -40.1             | -40.1  |
| 17        | 40.6              | 40.6   | 39.3              | 39.3   | 38.9              | 38.9   | 38.4              | 38.4   | 38.0              | 38.0   | 37.6              | 37.6   | 37.2              | 37.2   | 36.7              | 36.7   | 36.3              | 36.3   | 35.9              | 35.9   | 35.4              | 35.4   |
| 18        | -44.0             | -44.0  | -42.8             | -42.0  | -42.4             | -42.0  | -40.5             | -40.5  | -41.6             | -41.6  | -40.9             | -40.7  | -40.7             | -40.3  | -40.3             | -40.3  | -40.3             | -40.3  | -40.3             | -40.3  | -40.3             | -40.3  |
| 19        | 41.1              | 41.1   | 39.8              | 39.8   | 39.4              | 39.4   | 38.9              | 38.9   | 38.5              | 38.5   | 38.1              | 38.1   | 37.6              | 37.6   | 37.2              | 37.2   | 36.8              | 36.8   | 36.3              | 36.3   | 35.9              | 35.9   |
| 20        | -44.6             | -44.6  | -43.4             | -42.9  | -42.9             | -42.5  | -42.5             | -42.1  | -42.1             | -41.7  | -41.7             | -41.3  | -41.3             | -40.8  | -40.8             | -40.4  | -40.4             | -40.0  | -40.0             | -40.0  | -40.0             |        |
| 21        | 41.6              | 41.6   | 40.3              | 40.3   | 39.9              | 39.9   | 39.4              | 39.4   | 39.0              | 39.0   | 38.5              | 38.5   | 38.1              | 38.1   | 37.7              | 37.7   | 37.2              | 37.2   | 36.8              | 36.8   | 36.3              | 36.3   |
| 22        | -45.1             | -45.1  | -43.9             | -43.3  | -43.3             | -42.6  | -42.6             | -42.0  | -42.0             | -41.0  | -41.8             | -41.8  | -41.4             | -41.4  | -41.0             | -41.0  | -40.6             | -40.6  | -40.2             | -40.2  | -40.2             | -40.2  |
| 23        | 42.1              | 42.1   | 40.8              | 40.8   | 40.3              | 40.3   | 39.9              | 39.9   | 39.4              | 39.4   | 39.0              | 39.0   | 38.5              | 38.5   | 38.1              | 38.1   | 37.6              | 37.6   | 37.2              | 37.2   | 36.7              | 36.7   |
| 24        | -45.7             | -45.7  | -44.4             | -44.4  | -43.9             | -43.2  | -43.5             | -43.5  | -43.1             | -43.1  | -42.7             | -42.7  | -42.2             | -42.2  | -41.8             | -41.8  | -41.4             | -41.4  | -41.0             | -41.0  | -40.5             | -40.5  |
| 25        | 42.6              | 42.6   | 41.2              | 41.2   | 40.7              | 40.7   | 40.3              | 40.3   | 39.8              | 39.8   | 39.4              | 39.4   | 38.9              | 38.9   | 38.5              | 38.5   | 38.0              | 38.0   | 37.6              | 37.6   | 37.1              | 37.1   |
| 26        | -46.2             | -46.2  | -44.9             | -44.4  | -44.4             | -44.0  | -43.7             | -43.7  | -43.6             | -43.6  | -43.1             | -43.1  | -42.7             | -42.7  | -42.3             | -42.3  | -41.8             | -41.8  | -41.4             | -41.4  | -41.0             | -41.0  |
| 27        | 43.0              | 43.0   | 41.6              | 41.6   | 41.2              | 41.2   | 40.7              | 40.7   | 40.3              | 40.3   | 39.8              | 39.8   | 39.3              | 39.3   | 38.9              | 38.9   | 38.4              | 38.4   | 38.0              | 38.0   | 37.5              | 37.5   |
| 28        | -46.6             | -46.6  | -45.3             | -44.9  | -44.9             | -44.4  | -44.0             | -43.5  | -43.5             | -43.1  | -43.1             | -42.7  | -42.7             | -42.3  | -42.3             | -41.8  | -41.8             | -41.4  | -41.4             | -41.0  | -41.0             |        |
| 29        | 43.4              | 43.4   | 42.0              | 42.0   | 41.6              | 41.6   | 41.1              | 41.1   | 40.7              | 40.7   | 40.2              | 40.2   | 39.7              | 39.7   | 39.3              | 39.3   | 38.8              | 38.8   | 38.4              | 38.4   | 37.9              | 37.9   |
| 30        | -47.1             | -47.1  | -45.8             | -45.6  | -45.3             | -45.3  | -44.9             | -44.9  | -44.4             | -44.4  | -44.0             | -44.0  | -43.6             | -43.6  | -43.1             | -43.1  | -42.7             | -42.7  | -42.3             | -42.3  | -41.8             | -41.8  |
|           | 43.8              | 43.8   | 42.4              | 42.4   | 42.0              | 42.0   | 41.5              | 41.5   | 41.0              | 41.0   | 40.6              | 40.6   | 40.1              | 40.1   | 39.6              | 39.6   | 39.2              | 39.2   | 38.7              | 38.7   | 38.3              | 38.3   |
|           | -47.5             | -47.5  | -46.2             | -45.6  | -45.8             | -45.3  | -45.3             | -44.9  | -44.9             | -44.4  | -44.0             | -43.7  | -43.7             | -43.6  | -43.6             | -43.1  | -43.1             | -42.7  | -42.7             | -42.3  | -42.3             |        |
|           | 44.2              | 44.2   | 42.8              | 42.8   | 42.3              | 42.3   | 41.9              | 41.9   | 41.4              | 41.4   | 40.9              | 40.9   | 40.5              | 40.5   | 40.0              | 40.0   | 39.5              | 39.5   | 39.1              | 39.1   | 38.6              | 38.6   |
|           | -48.0             | -48.0  | -46.6             | -46.2  | -46.2             | -45.8  | -45.7             | -45.0  | -45.3             | -45.3  | -44.8             | -44.8  | -44.4             | -44.4  | -43.9             | -43.9  | -43.5             | -43.5  | -43.0             | -43.0  | -42.6             | -42.6  |
|           | 44.6              | 44.6   | 43.2              | 43.2   | 42.7              | 42.7   | 42.2              | 42.2   | 41.8              | 41.8   | 41.3              | 41.3   | 40.8              | 40.8   | 40.3              | 40.3   | 39.9              | 39.9   | 39.4              | 39.4   | 38.9              | 38.9   |
|           | -48.4             | -48.4  | -47.0             | -46.6  | -46.6             | -46.1  | -46.1             | -45.5  | -45.7             | -45.2  | -45.2             | -44.7  | -44.7             | -44.3  | -44.3             | -43.8  | -43.8             | -43.4  | -43.4             | -42.9  | -42.9             |        |
|           | 45.0              | 45.0   | 43.5              | 43.5   | 43.1              | 43.1   | 42.6              | 42.6   | 42.1              | 42.1   | 41.6              | 41.6   | 41.2              | 41.2   | 40.7              | 40.7   | 40.2              | 40.2   | 39.7              | 39.7   | 39.3              | 39.3   |
|           | -48.8             | -48.8  | -47.4             | -47.4  | -47.0             | -46.8  | -46.5             | -46.0  | -46.0             | -45.1  | -45.6             | -45.2  | -45.2             | -44.7  | -44.7             | -44.3  | -44.3             | -43.8  | -43.8             | -43.3  | -43.3             |        |
|           | 45.3              | 45.3   | 43.9              | 43.9   | 43.4              | 43.4   | 42.9              | 42.9   | 42.4              | 42.4   | 41.9              | 41.9   | 41.5              | 41.5   | 41.0              | 41.0   | 40.5              | 40.5   | 40.0              | 40.0   | 39.6              | 39.6   |
|           | -49.2             | -49.2  | -47.8             | -47.8  | -47.3             | -47.2  | -46.9             | -46.4  | -46.4             | -45.5  | -45.9             | -45.6  | -45.5             | -45.1  | -45.1             | -44.6  | -44.6             | -44.1  | -44.1             | -43.6  | -43.6             |        |
|           | 45.7              | 45.7   | 44.2              | 44.2   | 43.7              | 43.7   | 43.3              | 43.3   | 42.8              | 42.8   | 42.3              | 42.3   | 41.8              | 41.8   | 41.3              | 41.3   | 40.8              | 40.8   | 40.4              | 40.4   | 39.9              | 39.9   |
|           | -49.5             | -49.5  | -48.2             | -48.2  | -47.7             | -47.7  | -47.2             | -47.2  | -46.8             | -46.8  | -46.3             | -46.3  | -45.8             | -45.8  | -45.4             | -45.4  | -44.9             | -44.9  | -44.4             | -44.4  | -43.9             | -43.9  |
|           | 46.0              | 46.0   | 44.6              | 44.6   | 44.1              | 44.1   | 43.6              | 43.6   | 43.1              | 43.1   | 42.6              | 42.6   | 42.1              | 42.1   | 41.6              | 41.6   | 41.1              | 41.1   | 40.7              | 40.7   | 40.2              | 40.2   |
|           | -49.9             | -49.9  | -48.5             | -48.5  | -48.0             | -48.0  | -47.6             | -47.2  | -47.1             | -47.1  | -46.6             | -46.6  | -46.2             | -46.2  | -45.7             | -45.7  | -45.2             | -45.2  | -44.8             | -44.8  | -44.3             | -44.3  |
|           | 46.3              | 46.3   | 44.9              | 44.9   | 44.4              | 44.4   | 43.9              | 43.9   | 43.4              | 43.4   | 42.9              | 42.9   | 42.4              | 42.4   | 41.9              | 41.9   | 41.4              | 41.4   | 40.9              | 40.9   | 40.4              | 40.4   |
|           | -50.3             | -50.3  | -48.9             | -48.9  | -48.4             | -48.4  | -47.9             | -47.6  | -47.4             | -47.4  | -46.9             | -46.9  | -46.5             | -46.5  | -46.0             | -46.0  | -45.5             | -45.5  | -45.1             | -45.1  | -44.6             | -44.6  |







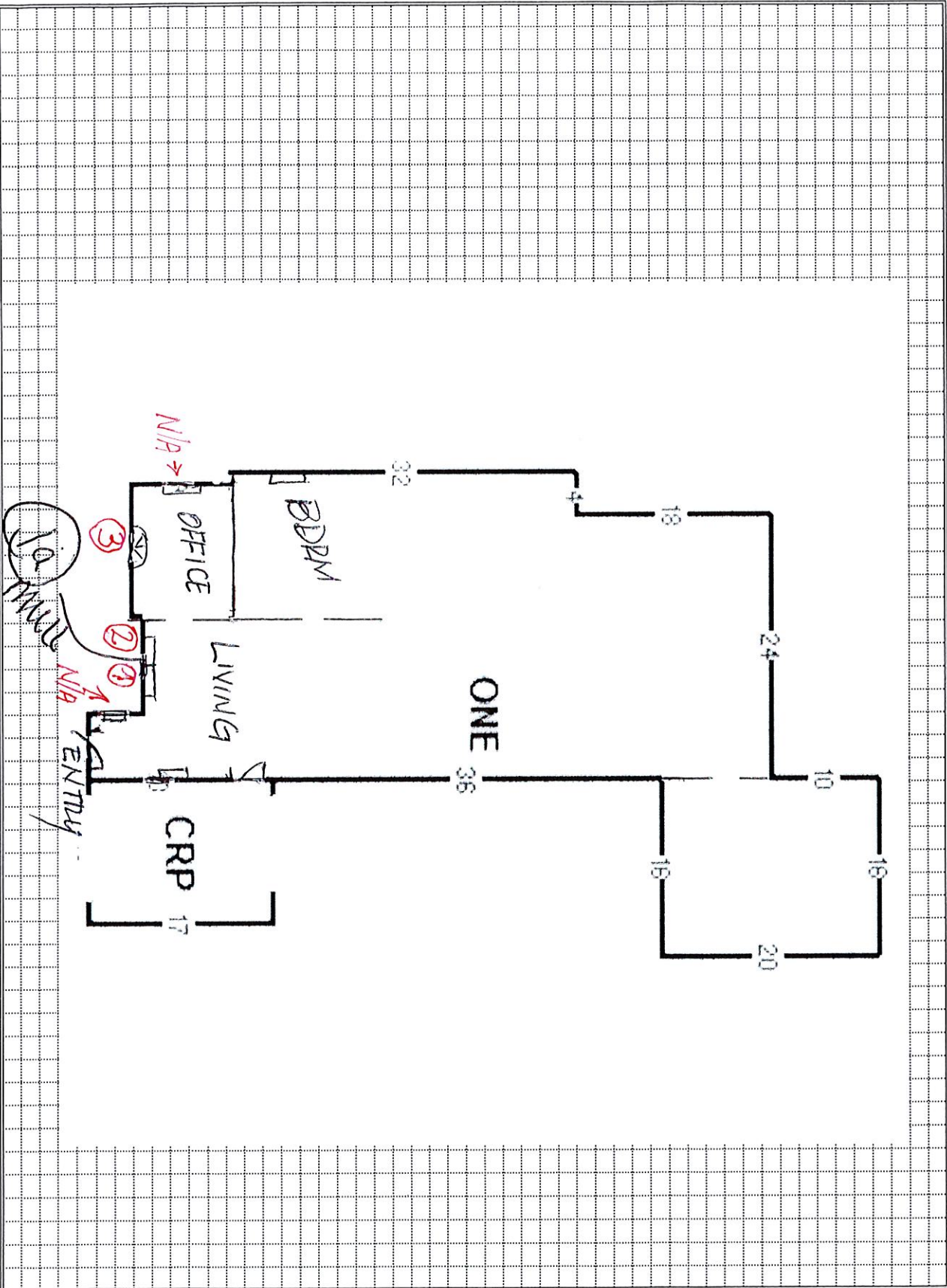
Name ALEX VAN MECL

Page \_\_\_\_ of \_\_\_\_

Address 806 Jann Ave, Dade County FL

Measure Tech Edgar

Date 10/13/2021



Home Owner | Alex Van Mecì  
 Address 806 Jann Ave

Date 12/15/21

| MARK | Window/Door<br>SGD, mull | WIDTH<br>(in) | HEIGHT<br>(in) | Window/door<br>replaced?<br>(y/n) | Product Approval # | Allowable pressure<br>see NOA |         | Shutter<br>required?<br>(y/n) | Product rated<br>for impact?<br>(y/n) | Location of opening |
|------|--------------------------|---------------|----------------|-----------------------------------|--------------------|-------------------------------|---------|-------------------------------|---------------------------------------|---------------------|
|      |                          |               |                |                                   |                    | (+) psf                       | (-) psf |                               |                                       |                     |
| 1    | CAS                      | 26.           | 50.            | Y                                 | 20-0528.04         | 99.7                          | 104.3   | n                             | Y                                     | Living Room         |
| 1a   | Mull                     | 1 x 4         | 50.            | Y                                 | 20-0610.10         | 130                           | 130     | n                             | Y                                     | Living Room         |
| 2    | CAS                      | 26.           | 50.            | Y                                 | 20-0610.10         | 99.7                          | 104.3   | n                             | Y                                     | Living Room         |
| 3    | Fixed                    | 60.           | 13.            | Y                                 | 20-0519.05         | 70                            | 70      | n                             | Y                                     | Office              |
| 4    |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 5    |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 6    |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 7    |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 8    |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 9    |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 10   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 11   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 12   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 13   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 14   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 15   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 16   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 17   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 18   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 19   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 20   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 21   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 22   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 23   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 24   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |
| 25   |                          |               |                | Y                                 |                    |                               |         | n                             | Y                                     |                     |



# 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. 22030049

DATE ISSUED: \_\_\_\_\_

CASH RECEIPT NO. \_\_\_\_\_

CASH \_\_\_\_\_ or CHECK NO. \_\_\_\_\_

PERMIT TYPE (Circle) BUILDING MECHANICAL WALL/FENCE SIGN PAVING ROOFING FIELD INSPECTION

**OTHER FRONT EXT. DOOR**

Owner ALEX VAN MECI Tel No 323-547-3634

Mail Address 806 JANN AVENUE

Bldg Contr \_\_\_\_\_ Tel No \_\_\_\_\_

Mail Address \_\_\_\_\_

Architect BERNARD E. MÜLLER

Engineer N/A

Tax folio no 08-2424-005-0430  
LEGAL DESCRIPTION OF JOB: Lot No. 2 Blk 62

Subdivision NO. TWO OPA-PB & Page No 34

Street Address of Job 806 JANN AVENUE

Lot Size 5,986 Survey Attached SO. FT.

Present Use Residential

I HEREBY MAKE APPLICATION FOR PERMIT TO:

ERECT ☐ ALTER ☐ DEMOLISH ☐ ADD ☒ REPAIR ☐

REMOVE ☒ REMODEL ☐ ROOF ☐ FENCE ☐ SIGN ☐

A 4 STORY RESIDENTIAL ☒ INDUSTRIAL ☐

OTHER REPLACE FRONT DOOR

FOR THE FOLLOWING USE AND OCCUPANCY

SINGLE FAMILY PRIMARY DWELLING

SQ./LIN. FT \_\_\_\_\_ ESTIMATED COST \$850.00

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

ALEXANDER VAN MECI  
PRINT NAME CONTRACTOR (QUALIFIER) OR OWNER-BLDR ONLY

QUALIFIER'S LICENSE NUMBER

NUMBER

HH 199003

EXPIRES

Nov. 15, 2025

NOTARY PUBLIC

**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       |          |      |        |
| PUBLIC WORKS |          |      |        |
| PLUMBING     |          |      |        |
| ELECTRICAL   |          |      |        |
| MECHANICAL   |          |      |        |
| STRUCTURAL   |          |      |        |
| BUILDING     |          |      |        |

|                                           | ESTIMATED VALUE | FEE   |
|-------------------------------------------|-----------------|-------|
| Principal Bldg <input type="checkbox"/>   | \$ _____        | _____ |
| Accessory Bldg <input type="checkbox"/>   | _____           | _____ |
| Screen Enc <input type="checkbox"/>       | _____           | _____ |
| Wall <input type="checkbox"/>             | _____           | _____ |
| Fence <input type="checkbox"/>            | _____           | _____ |
| Pool <input type="checkbox"/>             | _____           | _____ |
| Paving <input type="checkbox"/>           | _____           | _____ |
| Soakage Pit <input type="checkbox"/>      | _____           | _____ |
| Roofing <input type="checkbox"/>          | _____           | _____ |
| Public Works <input type="checkbox"/>     | _____           | _____ |
| Building <input type="checkbox"/>         | _____           | _____ |
| Other <input type="checkbox"/>            | _____           | _____ |
| Field Inspection <input type="checkbox"/> | _____           | _____ |
| CC Fee <input type="checkbox"/>           | _____           | _____ |
| TOTAL BLDG VALUE & FEES                   | \$ _____        | _____ |

ISSUED

BY: \_\_\_\_\_ DATE \_\_\_\_\_

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. \_\_\_\_\_





City of Opa-Locka

OWNER/BUILDER AFFIDAVIT

NAME OF OWNER/BUILDER:

ALEXANDER JAN VAN MEEL

LEGAL DESCRIPTION/ADDRESS:

808 JANN AVENUE

Congratulations and good luck with your Owner/Builder project. Please feel free to call the Building Department if you require assistance. This affidavit is designed to help you to avoid common problems that Owner Builders often encounter. Please read and initial each of the following items.

I do certify that, as an Owner/Builder, I understand and acknowledge the following:

ay 1)

I am personally responsible for knowledge of all applicable laws and regulations.

ay 2)

I will personally reside in the house after completion and the issuance of the Certificate of Occupancy.

ay 3)

Neither I, nor any member of my immediate household family, have made an application for, or have been issued an Owner/Builder permit or a Certificate of Occupancy based upon an Owner/Builder permit (for a single family residence) within the past three (3) years.

ay 4)

I will be on the premises either supervising or performing the actual work at all times. I will submit an accepted form of identification upon request by the Building Department's agent.

ay 5)

I understand that if an inspection is not approved after three attempts, the Inspector may place a Stop Work Order on the job; and require that a licensed contractor complete the work.

ay 6)

I understand that any person whom I may wish to hire to aid me in the construction of my home, except common laborers, must hold a valid Miami-Dade County Certificate of Competency or be a State licensed contractor. All employees hired by me shall be covered by Worker's Compensation Insurance. (Typically Homeowner's Insurance does not provide this coverage; Please check with your insurance carrier.

ay 7)

I understand all the requirements and responsibilities involved in obtaining an Owner/Builder permit. I have read and understood the foregoing disclosure, and am aware of my responsibilities and liabilities under my application for building construction work on the above-described property. I further understand that failure to comply with all the required regulations may cause the revocation and/or denial of the permit and/or Certificates of Occupancy/Completion.

X

Signature of Owner

ALEXANDER J. VAN MEEL

Print Name

STATE OF FLORIDA COUNTY OF MIAMI-DADE

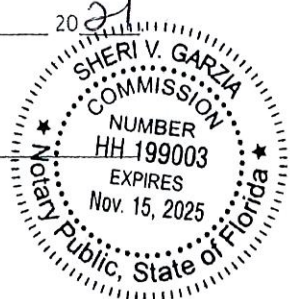
Sworn to and subscribed before me this 15 day of december

2021

By

(SEAL)

Personally know or I.D.



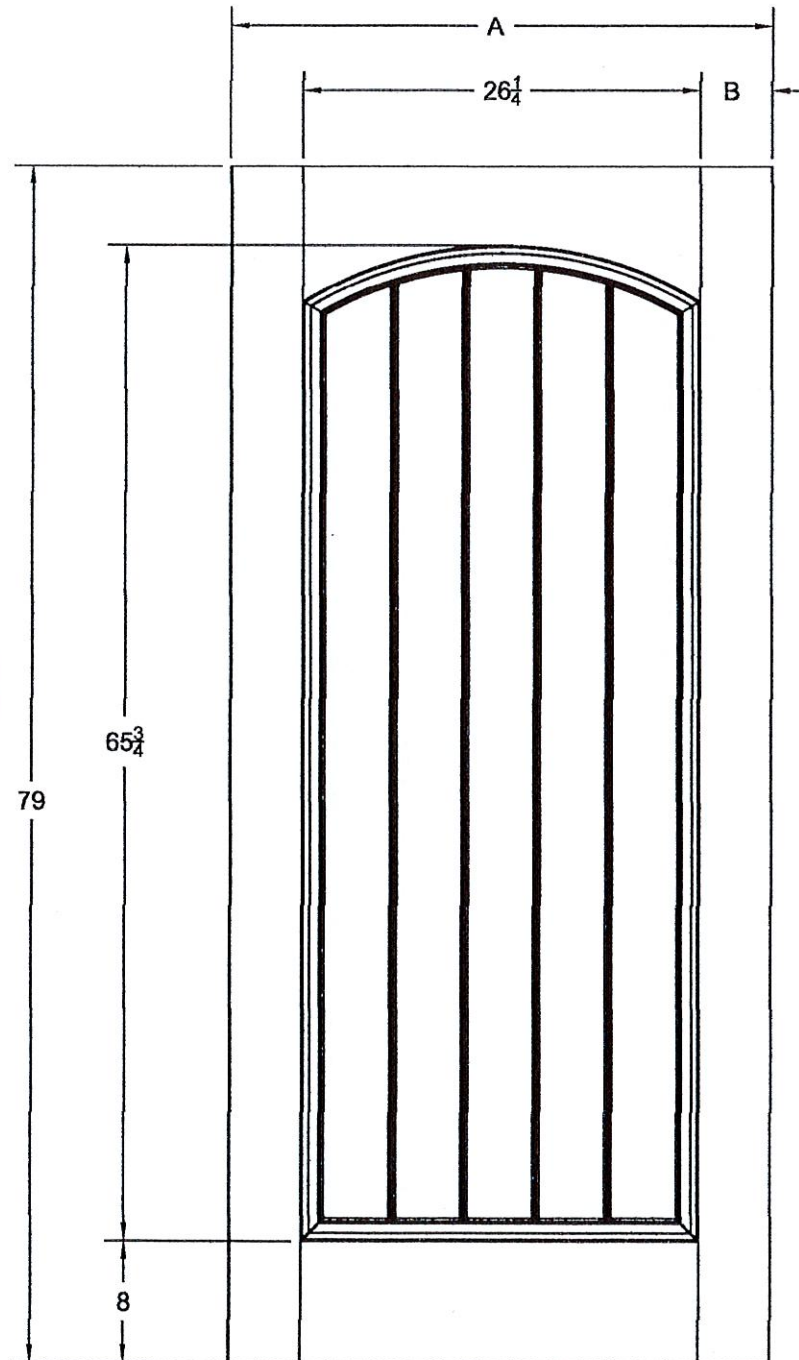
|               | A      | B       |
|---------------|--------|---------|
| <b>3'-0"</b>  | 35 3/4 | 4 11/16 |
| <b>2'-10"</b> | 33 3/4 | 3 11/16 |

**MC907, MAHOGANY  
CAMBER 1-PANEL PLANKED  
6'-8"**

#22030049 806 Jenn Ave.

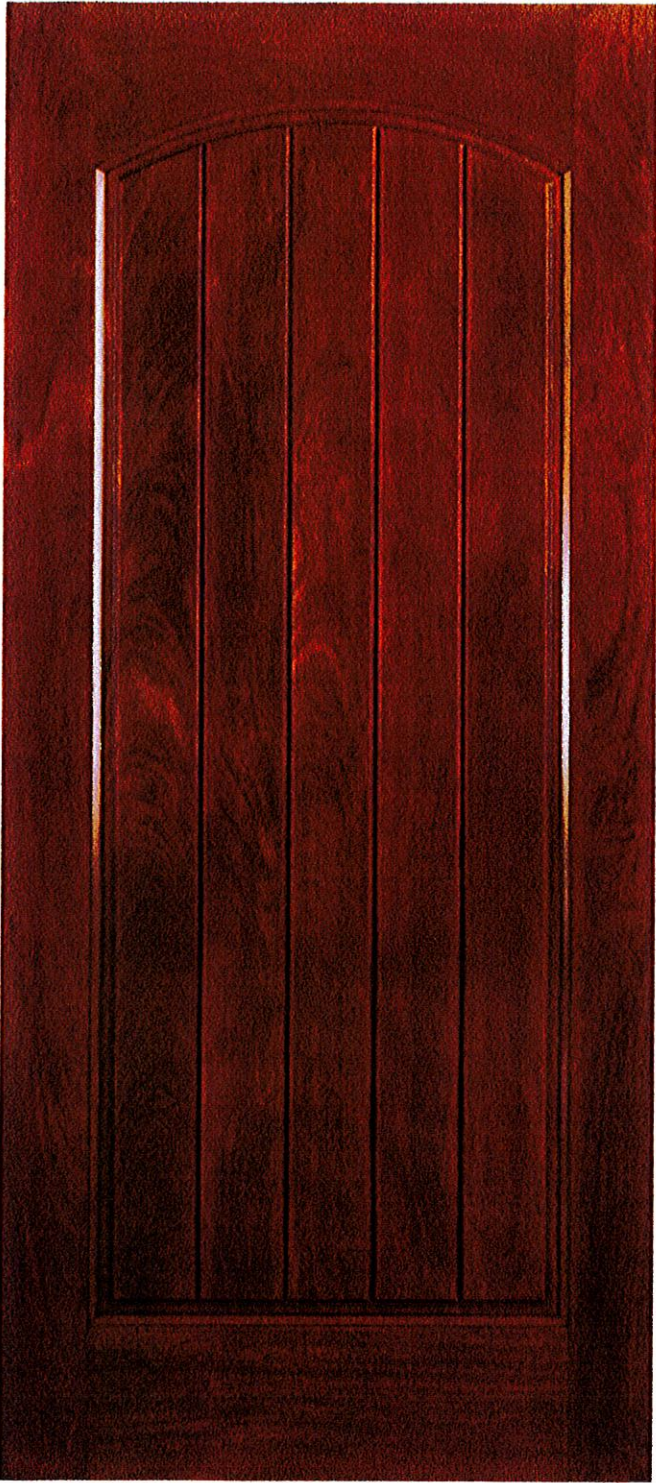
**OFFICE COPY**

**BUILDING DEPARTMENT**  
City of Opa-locka, FL  
Zoning \_\_\_\_\_  
Building \_\_\_\_\_  
Plumbing \_\_\_\_\_  
Electrical \_\_\_\_\_  
Mechanical \_\_\_\_\_  
Public Works \_\_\_\_\_



NOTE:  
UNLESS OTHERWISE NOTED, ALL UNITS ARE IN INCHES.  
SPECIFICATION SUBJECT TO CHANGE WITHOUT NOTICE.







# Trinity Glass International

## OPAQUE FIBERGLASS DOOR

### NON-IMPACT INSWING/OUTSWING

#### INSTALLATION NOTES:

- ONE (1) INSTALLATION ANCHOR IS REQUIRED AT EACH ANCHOR LOCATION SHOWN.
- THE NUMBER OF INSTALLATION ANCHORS DEPICTED IS THE MINIMUM NUMBER OF ANCHORS TO BE USED FOR PRODUCT INSTALLATION OF THE MAXIMUM SIZE LISTED.
- INSTALL INDIVIDUAL INSTALLATION ANCHORS WITHIN A TOLERANCE OF 1/2 INCH (12.7MM) WITHOUT CONSIDERATION OF TOLERANCES. TOLERANCES ARE NOT CUMULATIVE FROM ONE INSTALLATION ANCHOR TO THE NEXT.
- SHIM AS REQUIRED AT EACH INSTALLATION ANCHOR WITH LOAD BEARING SHIMS. MAXIMUM ALLOWABLE SHIM STACK TO BE 1/4 INCH. SHIM WHERE SPACE OF 1/8 INCH OR GREATER OCCURS. SHIMS SHALL BE CONSTRUCTED OF HIGH DENSITY PLASTIC OR BETTER.
- THROUGH FRAME: FOR INSTALLATION INTO EXISTING FRAMING USE MINIMUM 1/2" WOOD SCREWS OF SUFFICIENT LENGTH TO ACHIEVE 1 1/2" MINIMUM EMBEDMENT INTO WOOD SUBSTRATE. MINIMUM EDGE DISTANCE OF 3/4" SHALL BE MAINTAINED.
- THROUGH FRAME: FOR INSTALLATION INTO CONCRETE/MASONRY, USE 1/4" TYP TAPSCONS OR 1/4" ALSO ULTAPSCONS OR 1/4" TYP TAPSCONS OF SUFFICIENT LENGTH TO ACHIEVE 1 1/4" MINIMUM EMBEDMENT INTO CONCRETE/MASONRY.
- MINIMUM EMBEDMENT AND EDGE DISTANCE EXCLUDE WALL FINISHES, INCLUDING BUT NOT LIMITED TO STUCCO, FOAM, BRICK VENEER, AND SIDING.
- INSTALLATION ANCHORS AND ASSOCIATED HARDWARE MUST BE MADE OF CORROSION RESISTANT MATERIAL OR HAVE A CORROSION RESISTANT COATING.
- FOR HOLLOW BLOCK AND GROUT FILLED BLOCK, DO NOT INSTALL INSTALLATION ANCHORS INTO MORTAR JOINTS. EDGE DISTANCE IS MEASURED FROM FREE EDGE OF BLOCK OR EDGE OF MORTAR JOINT INTO FACE SHILL OF BLOCK.
- INSTALLATION ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH ANCHOR MANUFACTURER'S INSTALLATION INSTRUCTIONS, AND ANCHORS SHALL NOT BE USED IN SUBSTITUTES WITH STRENGTHS LESS THAN THE MINIMUM STRENGTH SPECIFIED BY THE ANCHOR MANUFACTURER.
- INSTALLATION ANCHOR CAPACITIES FOR PRODUCTS HEREIN ARE BASED ON SUBSTRATE MATERIALS WITH THE FOLLOWING PROPERTIES:  
A. WOOD - MINIMUM SPECIFIC GRAVITY OF 0.45.  
B. CONCRETE - MINIMUM 3000 PSI COMPRESSIVE STRENGTH  
C. HOLLOW/GROUT FILLED CMU - STRENGTH CONFORMANCE TO ASTM C90, MIN. F'm = 2000 PSI.

#### GENERAL NOTES:

- THE PRODUCT SHOWN HEREIN IS DESIGNED AND MANUFACTURED TO COMPLY WITH THE CURRENT FLORIDA BUILDING CODE (FBC), INCLUDING HVHZ AND HAS BEEN EVALUATED ACCORDING TO THE FOLLOWING:  
 • TIA 202-44  
 • ASTM E288-04  
 • ASTM E288-02  
 • ASTM E288-00  
 • FEMA 1504-02
- ADAPTION OF THE EXISTING STRUCTURE, CONSTRUCTION AND EXISTING AS A MAIN WIND RESISTANT SYSTEM OR WITHSTANDING AND TRANSFERRING APPLIED PRODUCT LOAD TO THE FOUNDATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.
- 1X AND 2X BLOCKS (WHEN USED) SHALL BE DESIGNED AND ANCHORED TO PROPERLY TRANSFER ALL LOADS TO THE STRUCTURE. BLOCK DESIGN AND INSTALLATION IS THE RESPONSIBILITY OF THE ENGINEER OR ARCHITECT OF RECORD FOR THE PROJECT OF INSTALLATION.
- THE INSTALLATION DETAILS DESCRIBED HEREIN ARE GENERAL AND MAY NOT REFLECT ACTUAL CONDITIONS FOR A SPECIFIC SITE. IF SITE CONDITIONS CAUSE INSTALLATION TO DEVIATE FROM THE REQUIREMENTS DETAILED HEREIN, A LICENSED ENGINEER OR ARCHITECT SHALL PREPARE SITE SPECIFIC DOCUMENTS FOR USE WITH THIS DOCUMENT IN NON-HVHZ AREAS.
- APPROVED IMPACT PROTECTIVE SYSTEM IS REQUIRED FOR THIS PRODUCT.
- FRAME A MILLION MATERIAL: PVC OR WOOD
- CLADDING MATERIAL: FIBERGLASS

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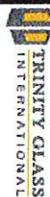
| SHEET # | DESCRIPTION                          |
|---------|--------------------------------------|
| 1       | General notes                        |
| 2       | Typical elevations, design pressures |
| 3       | Typical elevations, design pressures |
| 4       | Typical elevations, design pressures |
| 5       | Typical elevations, design pressures |
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| 7       | Sidellie panel construction details  |
| 8       | Sidellie panel construction details  |
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| 12      | Horizontal cross sections            |
| 13      | Vertical cross sections              |
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#### REVISIONS

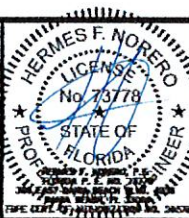
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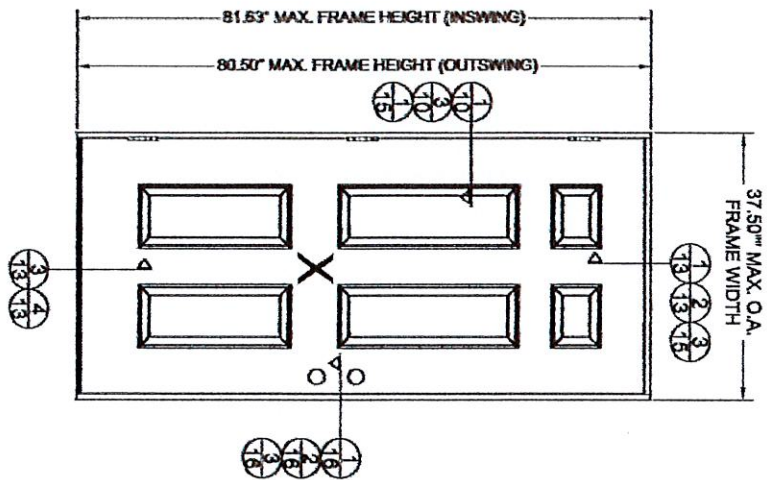
#### GENERAL NOTES

PREPARED BY:  
 BUILDING DROPS, INC.  
 358 E DANIA BEACH BLVD. #338  
 DANIA BEACH, FL 33004  
 PH: (954) 369-8478 FX: (954) 744-4738



TRINITY GLASS INTERNATIONAL  
 3588 1ST AVE S.E.  
 FORT LAUDERDALE, FL 33304  
 PH: (800) 576-7200

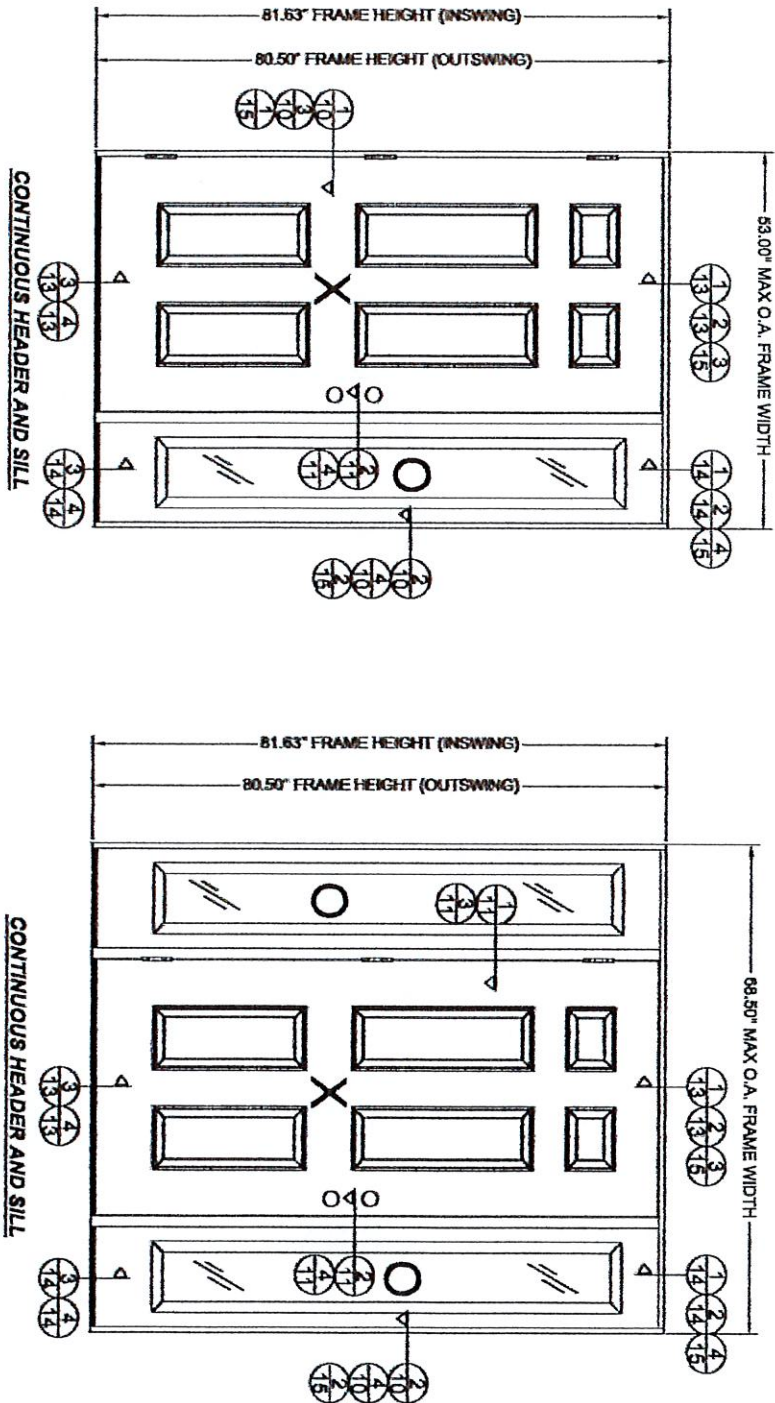




| MAX. FRAME DIMENSION | JAMB TYPE | DESIGN PRESSURE (PSF) |          |
|----------------------|-----------|-----------------------|----------|
|                      |           | POSITIVE              | NEGATIVE |
| 37.50" X 81.53"      | WOOD      | +75.0                 | -75.0    |
|                      | PVC       | +60.0                 | -60.0    |

| SHEET 2 OF 30 | DWG #:<br><b>FL-20867.4</b> | DATE:<br>07.14.16 |                                                                                                                         | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |    |      | NO. | DESCRIPTION | BY | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>TITLE: OPAQUE FIBERGLASS DOOR</b><br><b>NON-IMP. INSWING/OUTSWING</b><br><b>TYPICAL ELEVATION AND DESIGN PRESSURE</b><br><b>PREPARED BY:</b><br><b>BUILDING DROPS, INC.</b><br>398 E. DANIA BEACH BLVD. #338<br>DANIA BEACH, FL 33004<br>PH: (954) 399-6478 FX: (954) 744-4738 |  |  |
|---------------|-----------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|-----|-------------|----|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|               |                             | NO.               |                                                                                                                         | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                      | BY | DATE |     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                                   |  |  |
|               |                             |                   |                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                  |    |      |     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                                   |  |  |
|               |                             |                   |                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                  |    |      |     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                                   |  |  |
|               |                             |                   |                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                  |    |      |     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                                   |  |  |
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| DWN BY:<br>LS | CHK BY:<br>HFN              | SCALE:<br>NTS     | <b>TRINITY GLASS INTERNATIONAL</b><br>1700 N. W. 10th Ave. Suite 200<br>Fort Lauderdale, FL 33304<br>PH: (954) 575-7200 |                                                                                                                                                                                                                                                                                                                                                                  |    |      |     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                                   |  |  |

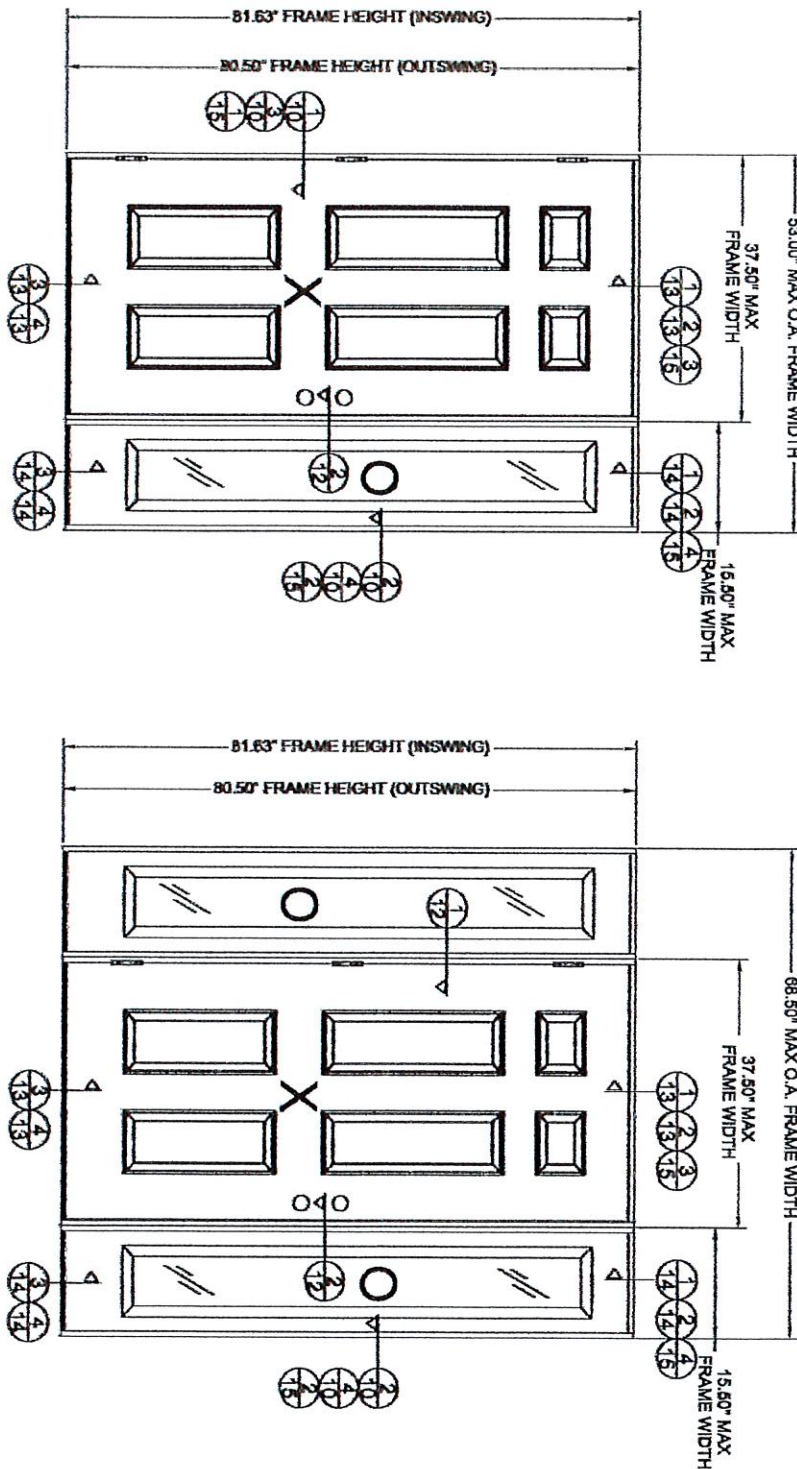




| CONFIGURATION | MAX. FRAME DIMENSION | JAMB & MULLION TYPE | DESIGN PRESSURE (PSF) |          |          |          |
|---------------|----------------------|---------------------|-----------------------|----------|----------|----------|
|               |                      |                     | INSWING               |          | OUTSWING |          |
|               |                      |                     | POSITIVE              | NEGATIVE | POSITIVE | NEGATIVE |
| OX/XO         | 53.00" X 81.63"      | WOOD                | +80.0                 | -70.0    | +60.0    | -70.0    |
|               |                      | PVC                 | +55.0                 | -55.0    | +55.0    | -55.0    |
| OXO           | 68.50" X 81.63"      | WOOD                | +60.0                 | -70.0    | +60.0    | -60.0    |
|               |                      | PVC                 | +55.0                 | -55.0    | +55.0    | -55.0    |

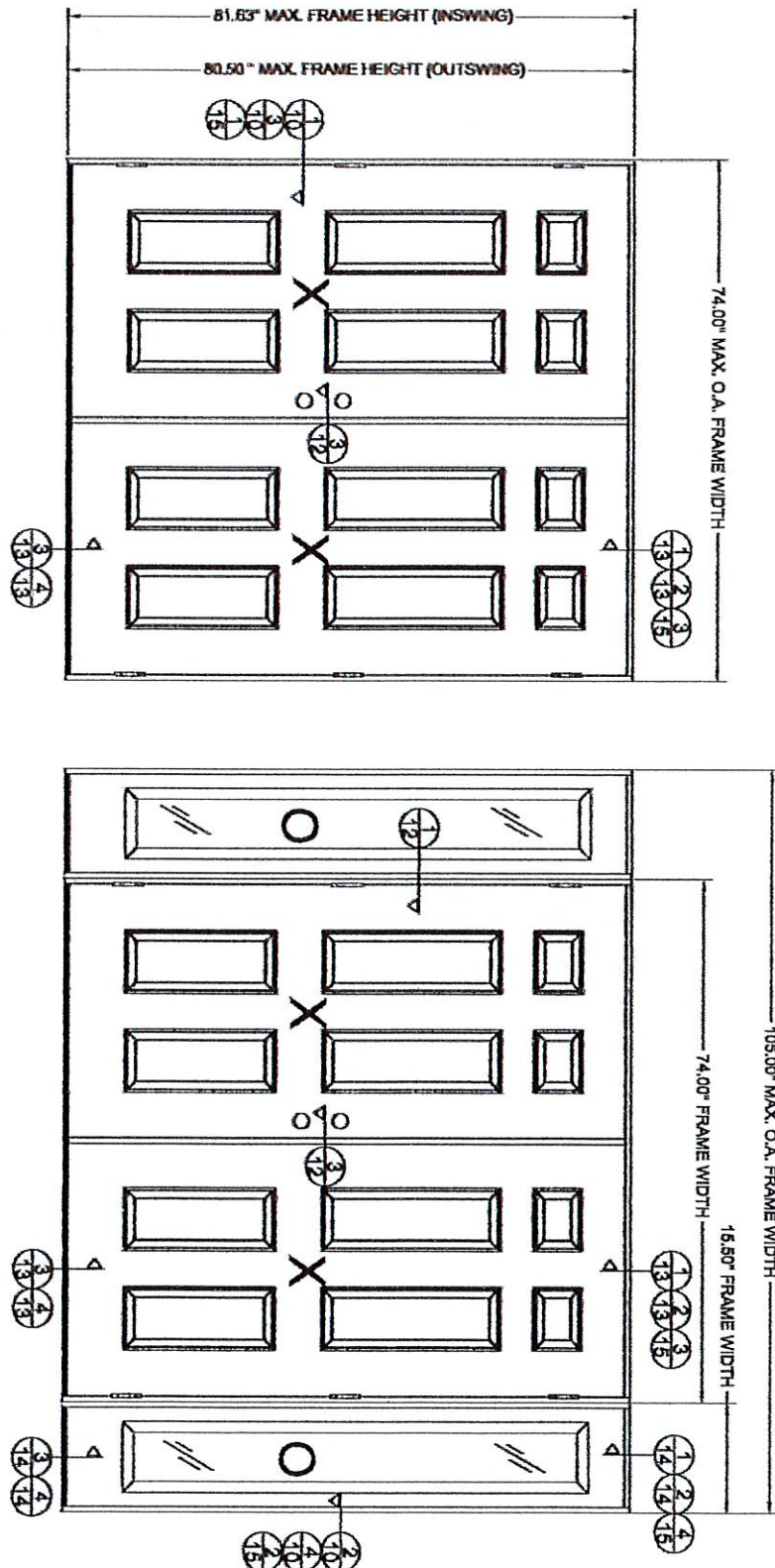
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|-----------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|----|------|--|--|--|--|--|--|--|--|--|--|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|                                               | NO.                                                                   | DESCRIPTION                                                                              | BY                                                                                                                                                                                                                                                                                          | DATE |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                    |                                                                                                             |
|                                               |                                                                       |                                                                                          |                                                                                                                                                                                                                                                                                             |      |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                    |                                                                                                             |
|                                               |                                                                       |                                                                                          |                                                                                                                                                                                                                                                                                             |      |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                    |                                                                                                             |
|                                               |                                                                       |                                                                                          |                                                                                                                                                                                                                                                                                             |      |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                    |                                                                                                             |

| CONFIGURATION | MAX. FRAME DIMENSION | JAMB & MULLION TYPE | DESIGN PRESSURE (PSF) |          |
|---------------|----------------------|---------------------|-----------------------|----------|
|               |                      |                     | POSITIVE              | NEGATIVE |
| OXOXO         | 53.00" X 81.63"      | WOOD                | +60.0                 | -70.0    |
|               |                      | PVC                 | +55.0                 | -55.0    |
| OXO           | 68.50" X 81.63"      | WOOD                | +55.0                 | -55.0    |
|               |                      | PVC                 | +55.0                 | -55.0    |



| SHEET<br><b>FL-20867.4</b><br>4 OF 30 | DATE: 07.14.16<br>DWN BY: LS<br>CHK BY: HFN<br>SCALE: NTS |             | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | NO.  | DESCRIPTION | BY | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | TITLE: OPAQUE FIBERGLASS DOOR<br>NON-IMP. INSWING/OUTSWING<br>TYPICAL ELEVATION AND<br>DESIGN PRESSURE<br>PREPARED BY:<br>BUILDING DROPS, INC.<br>398 E. DANIA BEACH BLVD. #338<br>DANIA BEACH, FL 33004<br>TEL: (954) 269-8478 FAX: (954) 244-8738 | <br>TRINITY GLASS INTERNATIONAL<br>10000 S. W. 10th Ave., Suite 100<br>Miami, FL 33154<br>TEL: (305) 775-7100 |
|---------------------------------------|-----------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|----|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
|                                       | NO.                                                       | DESCRIPTION | BY                                                                                                                                                                                                                                                                                                                                                               | DATE |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                     |                                                                                                               |
|                                       |                                                           |             |                                                                                                                                                                                                                                                                                                                                                                  |      |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                     |                                                                                                               |
|                                       |                                                           |             |                                                                                                                                                                                                                                                                                                                                                                  |      |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                     |                                                                                                               |
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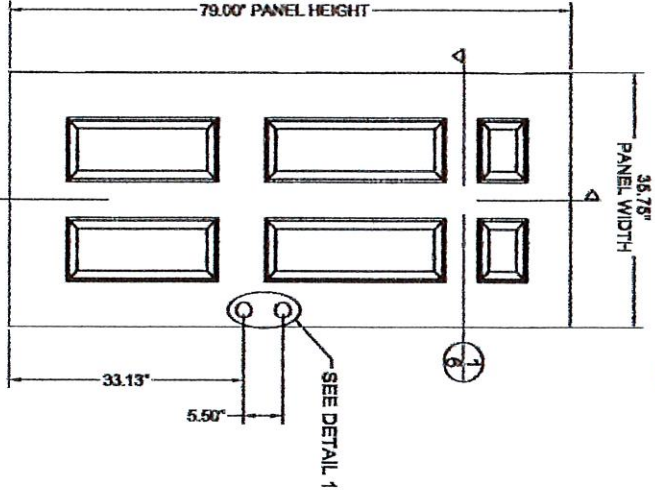
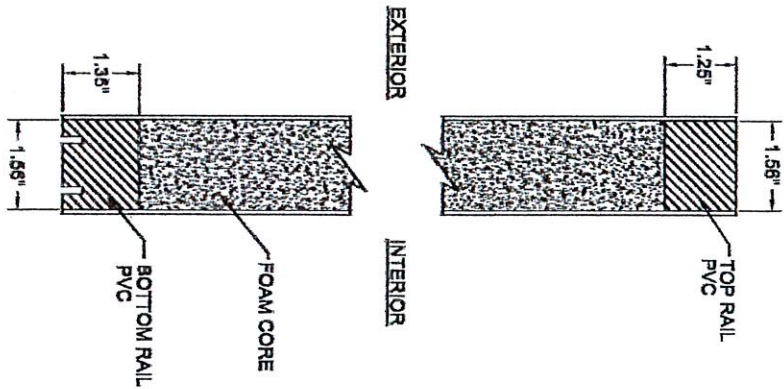
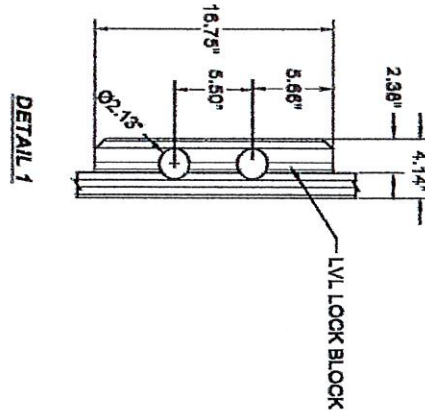
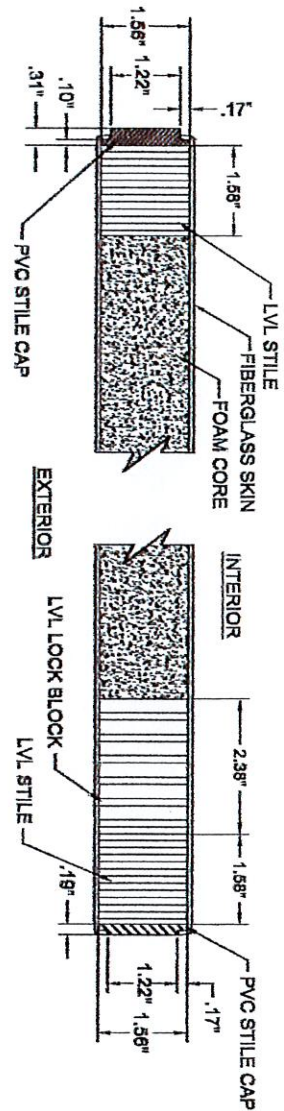


| CONFIGURATION | MAX. FRAME DIMENSION | DESIGN PRESSURE (PSF) |              | DESIGN PRESSURE (PSF) |          |
|---------------|----------------------|-----------------------|--------------|-----------------------|----------|
|               |                      | ALUMINUM ASTRAGAL     | PVC ASTRAGAL | POSITIVE              | NEGATIVE |
| XX            | 74.00" X 81.63"      | +55.0                 | -55.0        | +47.0                 | -47.0    |
| XXXO          | 105.00" X 81.63"     | +55.0                 | -55.0        | +47.0                 | -47.0    |

| DATE: 07.14.16<br>DWN BY: LS<br>CHK BY: HFN<br>SCALE: NTS |             | HERMES F. NORERO<br>LICENSE No. 73778<br>STATE OF FLORIDA<br>PROFESSIONAL ENGINEER |      | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |  | NO. | DESCRIPTION | BY | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | TITLE: OPAQUE FIBERGLASS DOOR<br>NON-IMP. INSWING/OUTSWING<br>TYPICAL ELEVATION AND<br>DESIGN PRESSURE<br>PREPARED BY:<br>BUILDING DROPS, INC.<br>398 E. DANIA BEACH BLVD. #338<br>DANIA BEACH, FL 33004<br>TEL: (954) 358-8478 FAX: (954) 244-4738 |  | TRINITY GLASS<br>INTERNATIONAL<br>3848 1ST WAY S<br>FORT MYERS, FL 33904<br>TEL: (888) 875-7780 |  |
|-----------------------------------------------------------|-------------|------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----|-------------|----|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------|--|
| NO.                                                       | DESCRIPTION | BY                                                                                 | DATE |                                                                                                                                                                                                                                                                                                                                                                  |  |     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                     |  |                                                                                                 |  |
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SHEET: 5 OF 30





**① OPAQUE DOOR**  
 FIBERGLASS SKIN: 0.079" THICK MIN.  
 FOAM CORE: POLYURETHANE

| MANUFACTURER | MODEL                                      |
|--------------|--------------------------------------------|
| KWIKSET      | LOCK & DEADBOLT COMBO SIGNATURE SERIES 991 |
| KWIKSET      | LOCK & DEADBOLT COMBO SIGNATURE SERIES 990 |
| SCHLAGE      | LOCK F-SERIES DEADBOLT: 880 SERIES         |

**DATE:** 07.14.16

**OWN BY:** LS

**CHK BY:** HFN

**SCALE:** NTS

**DWG #:** FL-20867.4

**SHEET:** 6 OF 30

**HERMES F. NORERO**

**PROFESSIONAL ENGINEER**

**FLORIDA**

**No. 73778**

**REVISIONS**

| NO. | DESCRIPTION | BY | DATE |
|-----|-------------|----|------|
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |

**TITLE:** OPAQUE FIBERGLASS DOOR NON-IMP. INSWING/OUTSWING

**DOOR PANEL CONSTRUCTION DETAILS**

**PREPARED BY:**

**BUILDING DROPS, INC.**

398 E. DANIA BEACH BLVD. #338

DANIA BEACH, FL 33004

TEL: (904) 389-9478 FAX: (904) 744-4738

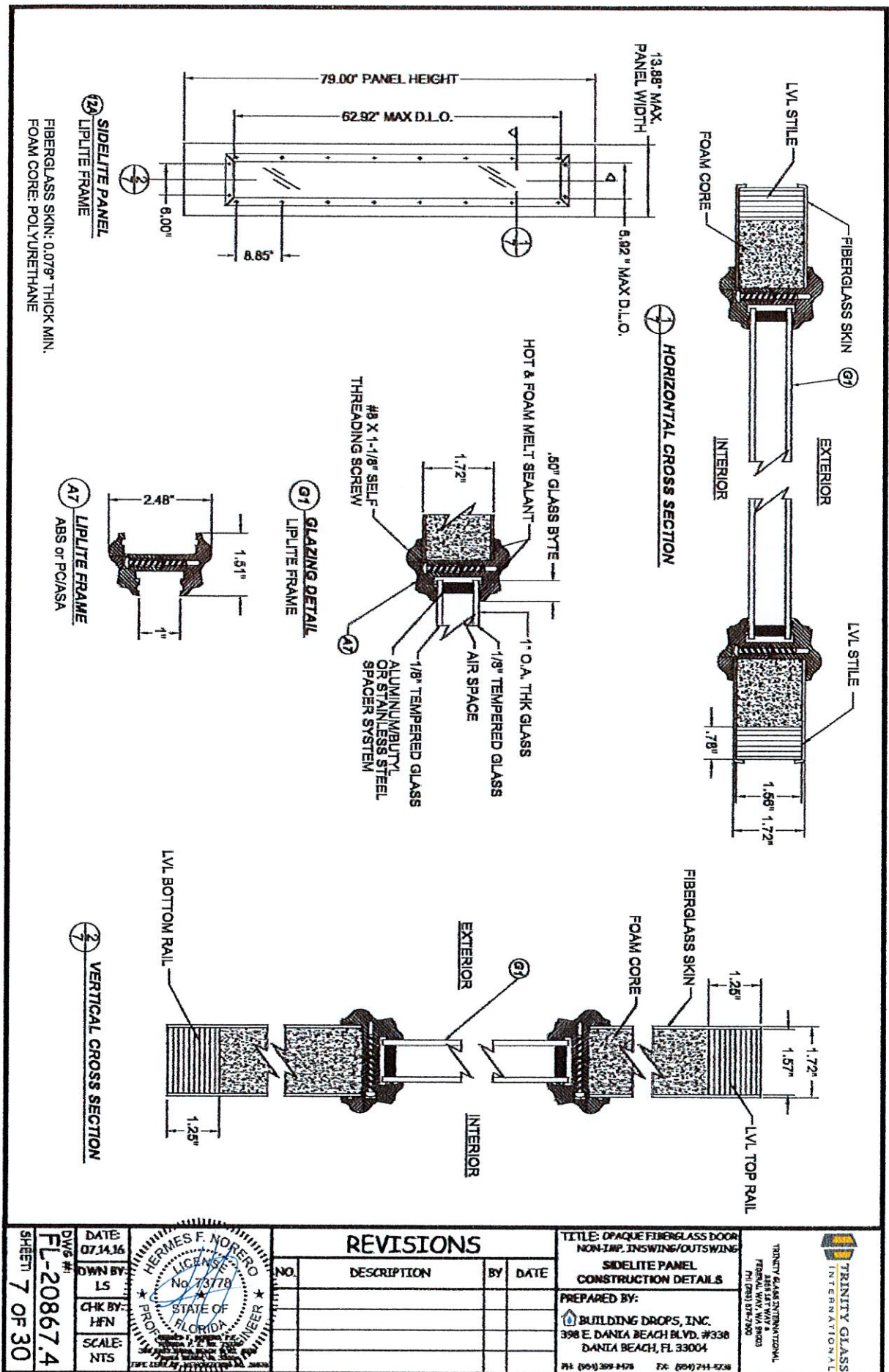
**TRINITY GLASS INTERNATIONAL**

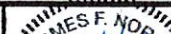
TRINITY GLASS INTERNATIONAL

1000 N. W. 10th Ave. Suite 1000

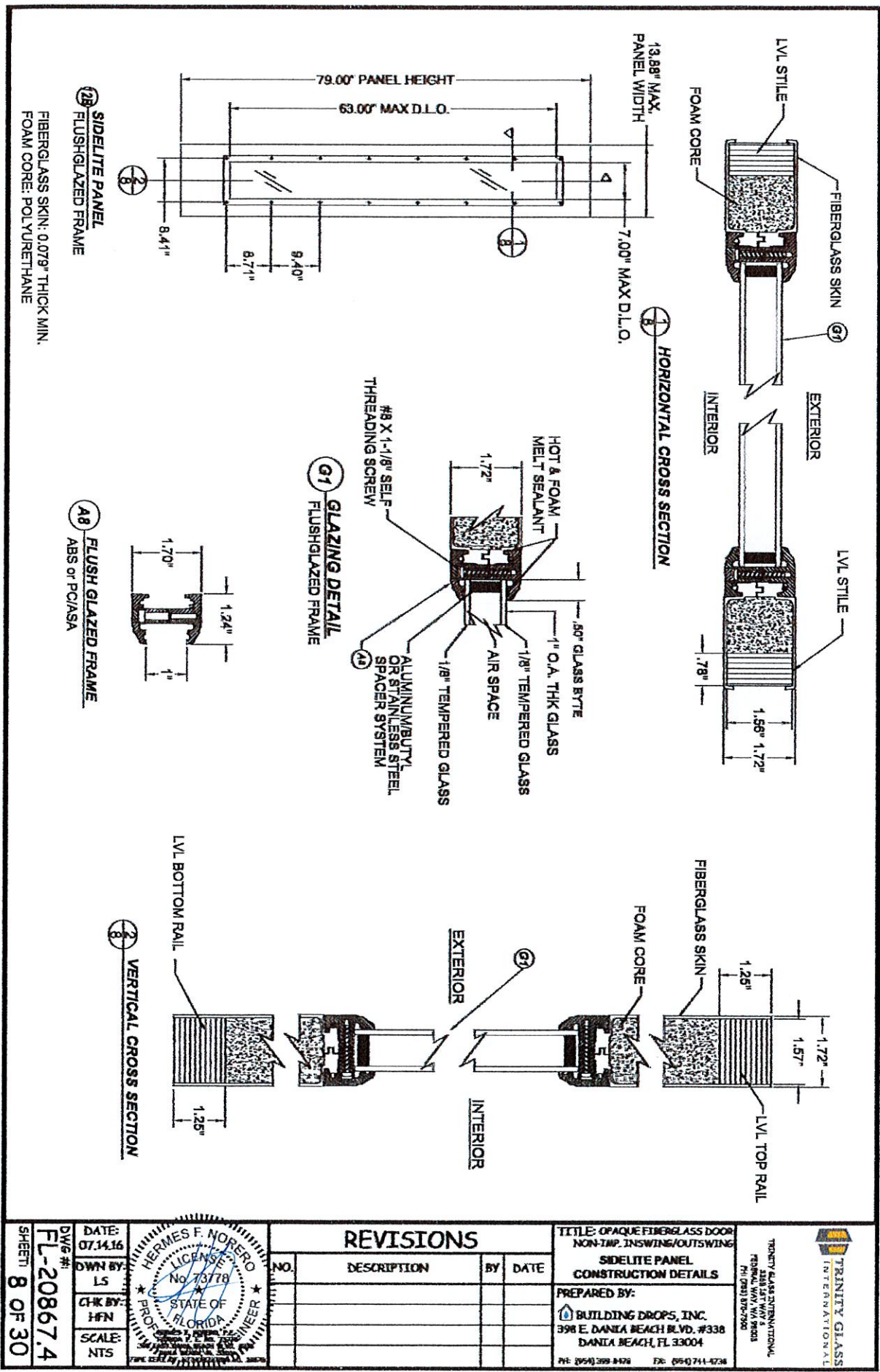
Miami, FL 33136

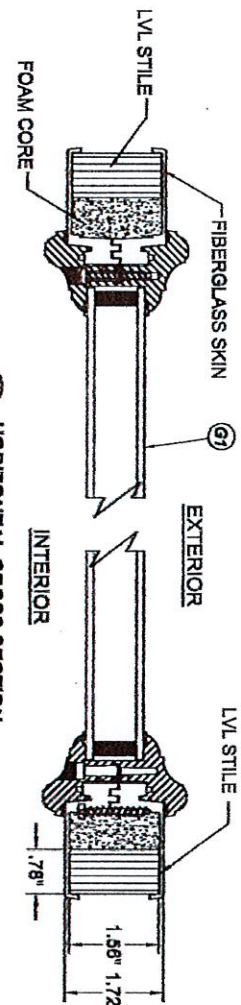
TEL: (305) 477-2700



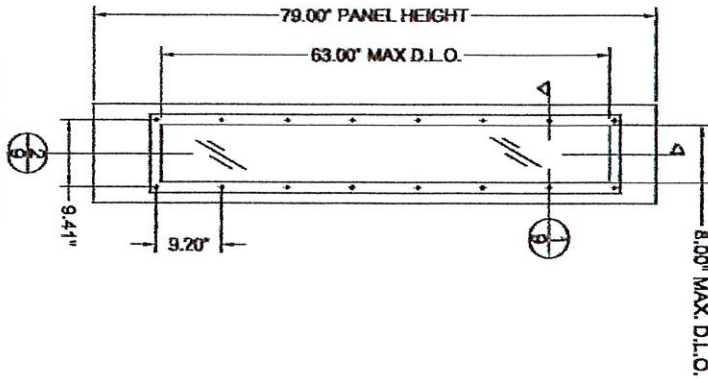
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| DWG #:<br><b>FL-20867.4</b><br><br>SHEET<br><b>7 OF 30</b> | DATE:<br>07.14.16 |  | <b>REVISIONS</b> |             |    |      | TITLE: OPAQUE FIBERGLASS DOOR<br>NON-IMP. INSULATING/OUTSWING                                                                                                               |  | <br><b>TRINITY GLASS<br/>INTERNATIONAL</b><br><br>TRINITY GLASS INTERNATIONAL<br>1435 EAST WYVA<br>FERRIS, WYOMING 82403<br>TEL: (307) 375-3500 |
|                                                            | OWN BY:<br>LS     |                                                                                     | NO.              | DESCRIPTION | BY | DATE | <b>SIDELITE PANEL<br/>CONSTRUCTION DETAILS</b>                                                                                                                              |  |                                                                                                                                                                                                                                      |
|                                                            | CHK BY:<br>HFN    |                                                                                     |                  |             |    |      | PREPARED BY:                                                                                                                                                                |  |                                                                                                                                                                                                                                      |
|                                                            | SCALE:<br>NTS     |                                                                                     |                  |             |    |      |  <b>BUILDING DROPS, INC.</b><br>398 E. DANIA BEACH BLVD. #338<br>DANIA BEACH, FL 33004 |  |                                                                                                                                                                                                                                      |
|                                                            |                   |                                                                                     |                  |             |    |      | TEL: (954) 369-1478    FAX: (954) 244-5238                                                                                                                                  |  |                                                                                                                                                                                                                                      |
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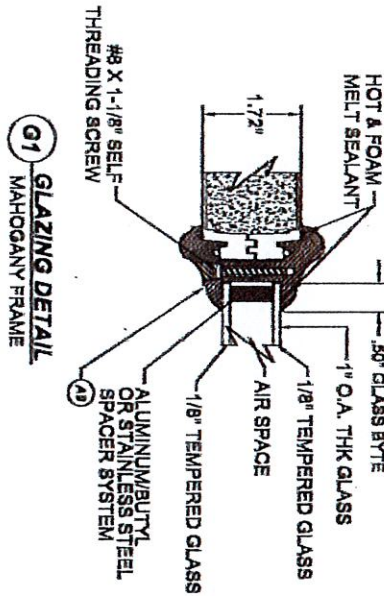


**HORIZONTAL CROSS SECTION**

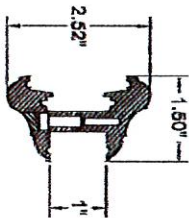


**SIDELITE PANEL**  
MAHOGANY FRAME

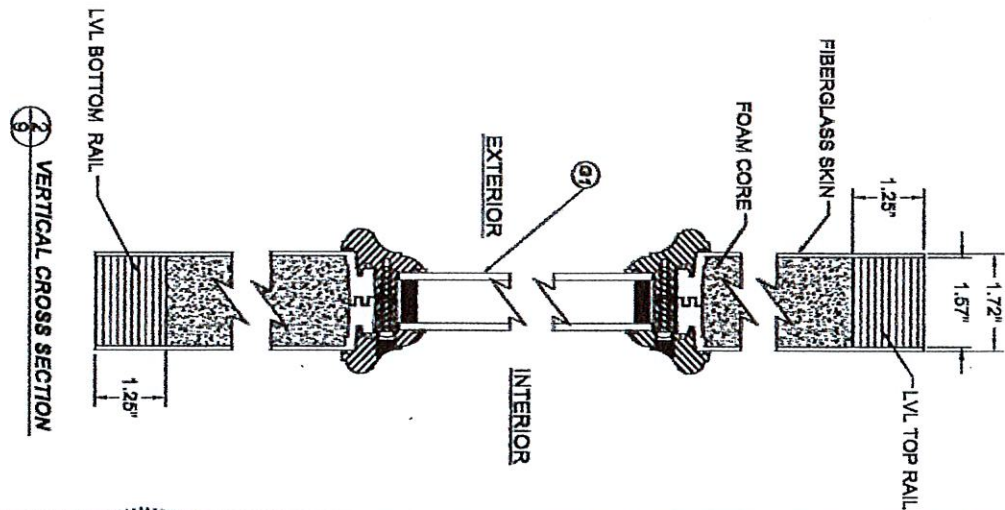
FIBERGLASS SKIN: 0.079\"/>



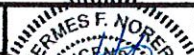
**GLAZING DETAIL**  
MAHOGANY FRAME



**MAHOGANY FRAME**  
ABS or PC/ASA

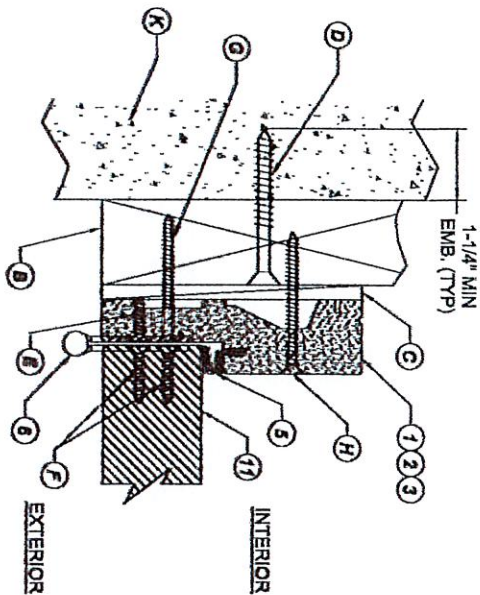


**VERTICAL CROSS SECTION**

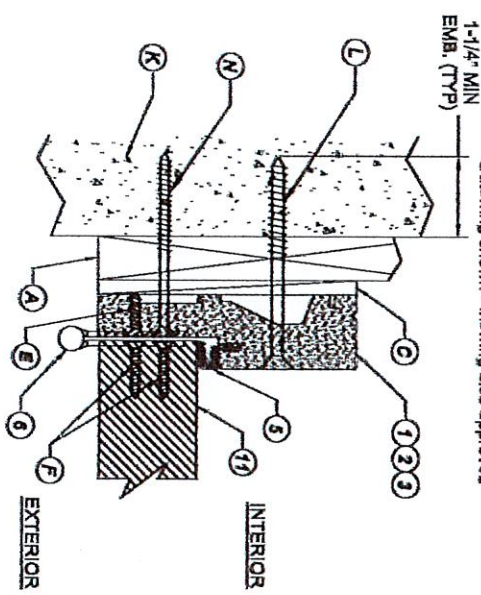
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|-----------------------|---------------|-------------------|-------------------------------------------------------------------------------------|---------------|-----|-------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DWG. #:<br>FL-20867.4 |               | DATE:<br>07.14.16 |  | REVISIONS     |     |             |    | TITLE: OPAQUE FIBERGLASS DOOR<br>NON-IMP. INSWING/OUTSWING                                                                                                                                                                       |                                                                                                        | <br>TRINITY GLASS<br>INTERNATIONAL<br>7000 N. W. 10th Ave.<br>Fort Lauderdale, FL 33309<br>PH: (954) 278-2700 |
| SHEET<br>9 OF 30      | OWN BY:<br>LS | CHK BY:<br>HFN    |                                                                                     | SCALE:<br>NTS | NO. | DESCRIPTION | BY | DATE                                                                                                                                                                                                                             | SIDELITE PANEL<br>CONSTRUCTION DETAILS                                                                 |                                                                                                                                                                                                    |
|                       |               |                   |                                                                                     |               |     |             |    |                                                                                                                                                                                                                                  |                                                                                                        |                                                                                                                                                                                                    |
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|                       |               |                   |                                                                                     |               |     |             |    | PREPARED BY:<br> BUILDING DROPS, INC.<br>398 E. DANIA BEACH BLVD. #338<br>DANIA BEACH, FL 33004<br>PH: (954) 369-2476    FX: (954) 244-1734 | TRINITY GLASS INTERNATIONAL<br>7000 N. W. 10th Ave.<br>Fort Lauderdale, FL 33309<br>PH: (954) 278-2700 |                                                                                                                                                                                                    |

DATE: 07.14.16  
 DWN BY: LS  
 CHK BY: HFN  
 SCALE: NTS  
 DWG #: **FL-20867.4**  
 SHEET: **9 OF 30**

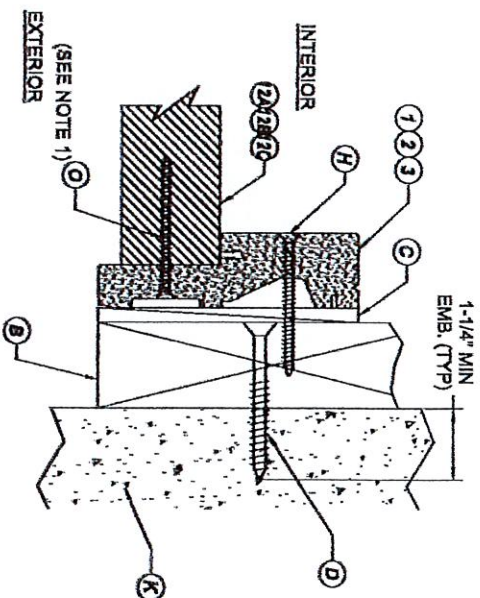


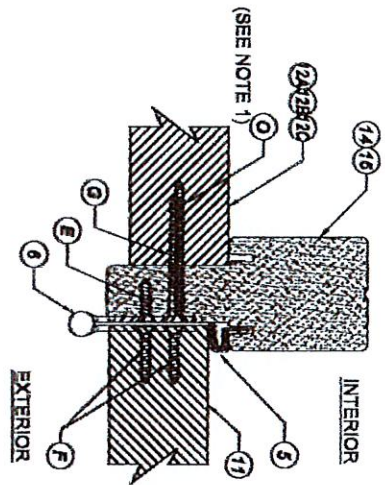


1  
HORIZONTAL CROSS SECTION  
SHOWN W/ 2X WOOD BUCK  
Outswing shown - Inswing also approved

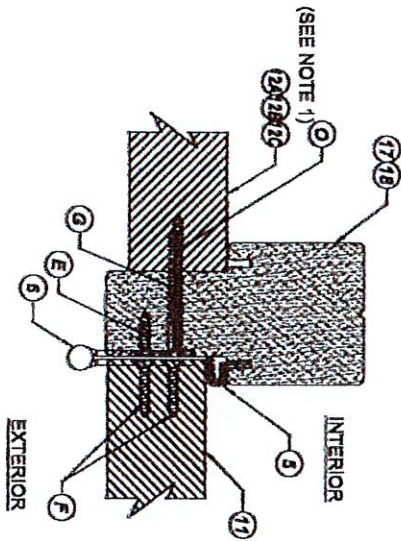


3  
HORIZONTAL CROSS SECTION  
SHOWN W/ 1X WOOD BUCK  
Outswing shown - Inswing also approved

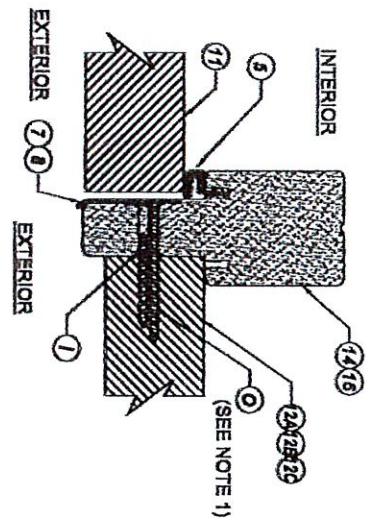




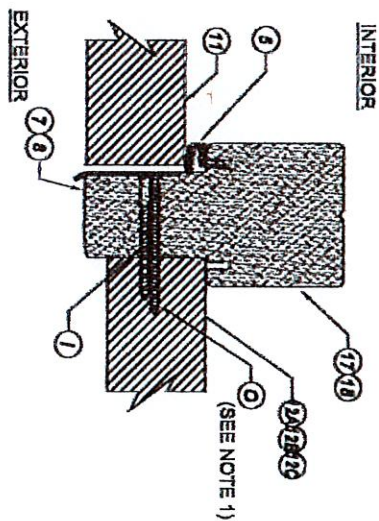
1 HORIZONTAL CROSS SECTION  
11 Outswing shown - Inswing also approved



3 HORIZONTAL CROSS SECTION  
11 Outswing shown - Inswing also approved



2 HORIZONTAL CROSS SECTION  
11 Outswing shown - Inswing also approved



4 HORIZONTAL CROSS SECTION  
11 Outswing shown - Inswing also approved

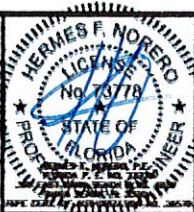
NOTE:  
1. SIDELITE SCREWS LOCATED 6" FROM EACH END OF MULLION AND 3 EQUALLY SPACED SCREWS FROM THE END SCREWS.



TRINITY GLASS  
INTERNATIONAL  
2001 E. DANIA BEACH BLVD., #338  
DANIA BEACH, FL 33004  
TEL: (954) 209-8400 FAX: (954) 214-4738

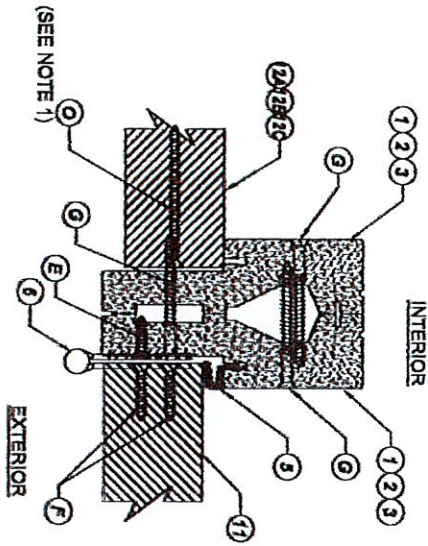
TITLE: OPAQUE FIBERGLASS DOOR  
NON-IMP. INSWING/OUTSWING  
HORIZONTAL  
CROSS SECTIONS  
PREPARED BY:  
BUILDING DROPS, INC.  
398 E. DANIA BEACH BLVD., #338  
DANIA BEACH, FL 33004  
TEL: (954) 209-8400 FAX: (954) 214-4738

| REVISIONS |             |    |      |
|-----------|-------------|----|------|
| NO.       | DESCRIPTION | BY | DATE |
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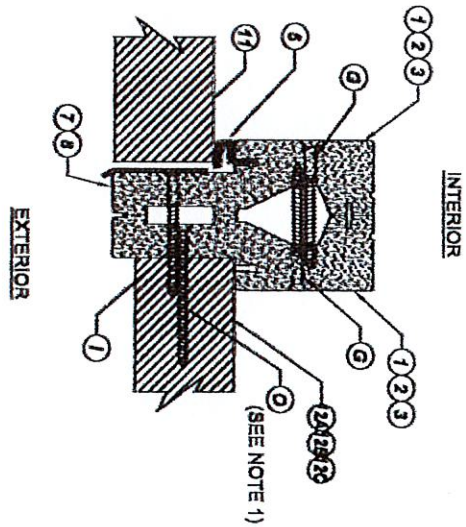


DATE: 07.14.16  
OWN BY: LS  
CHK BY: HFN  
SCALE: NTS  
DWG #: FL-20867.4  
SHEET: 11 OF 30

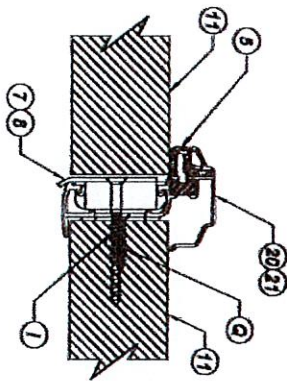




12 HORIZONTAL CROSS SECTION  
Outswing shown - Inswing also approved



12 HORIZONTAL CROSS SECTION  
Outswing shown - Inswing also approved



12 HORIZONTAL CROSS SECTION  
Outswing shown - Inswing also approved

NOTE:  
1. SIDE/LITE SCREWS LOCATED 8" FROM EACH END OF MULLION AND 3 EQUALLY SPACED SCREWS FROM THE END SCREWS.

| <b>TRINITY GLASS INTERNATIONAL</b><br>7000 W. 11TH AVE. SUITE 100<br>DENVER, CO 80202<br>TEL: (303) 733-7700 FAX: (303) 733-7700 |             | <b>REVISIONS</b><br><table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |      | NO.                                 | DESCRIPTION | BY | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>TITLE: OPAQUE FIBERGLASS DOOR</b><br><b>NON-IMP. INSWING/OUTSWING</b><br><b>HORIZONTAL CROSS SECTIONS</b><br><b>PREPARED BY:</b><br>BUILDING DROPS, INC.<br>398 E. DANIA BEACH BLVD. #338<br>DANIA BEACH, FL 33004<br>TEL: (954) 399-8476 FAX: (954) 714-4738 |  |
|----------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------|-------------|----|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| NO.                                                                                                                              | DESCRIPTION | BY                                                                                                                                                                                                                                                                                                                                                               | DATE |                                     |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                  |  |
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| DATE: 07.14.16<br>DWN BY: LS<br>CHK BY: HFN<br>SCALE: NTS                                                                        |             | HERMES F. NORERO<br>LICENSED PROFESSIONAL ENGINEER<br>No. 73778<br>STATE OF FLORIDA                                                                                                                                                                                                                                                                              |      | DWG #: FL-20867.4<br>SHEET 12 OF 30 |             |    |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                                                                                                                                                  |  |

**FIRST READING  
ORDINANCE / PUBLIC  
HEARING**

1st Reading/Public Hearing:  
2<sup>nd</sup> 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 boats 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 |
|----------------------|--------------------------------------------------------------------------------|---------------|
| <a href="#">3-1</a>  | Erecting, constructing, posting, etc., of a sign without a permit .....        | \$200.00      |
| <a href="#">3-2</a>  | Failure to obtain required sign inspection approval .....                      | 200.00        |
| <a href="#">5-1</a>  | Cruelty and fighting:                                                          |               |
|                      | Prohibited generally                                                           |               |
|                      | Tormenting, torturing or inflicting cruelty on an animal, or human being ..... | 500.00        |
| <a href="#">5-18</a> | Keeping vicious and howling dogs .....                                         | 500.00        |
| <a href="#">7-3</a>  | 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        |
| <a href="#">7-9</a>  | Duty to clean site:                                                                                                    |               |
|                      | Failure to remove debris, equipment, materials or sheds .....                                                          | 200.00        |
| 9                    | Excavations and fillings:                                                                                              |               |
|                      | Illegal excavation .....                                                                                               | 500.00        |
| <a href="#">10-5</a> | 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.                                                               |               |
| <a href="#">11-5</a> | Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment ..... | 500.00        |
| <a href="#">11-7</a> | Offensive or dangerous accumulations:                                                                                  |               |

| Code Section          | Description of Violation                                                                                                                                                             | Civil Penalty  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|                       | Creating or maintaining fire hazard .....                                                                                                                                            | 200.00         |
| <a href="#">11-10</a> | Removal prohibited except from approved containers:                                                                                                                                  |                |
|                       | Uncontainerized refuse, rubbish, or solid waste .....                                                                                                                                | 100.00         |
| <a href="#">11-14</a> | 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                                                                                                                                                    |                |
| <a href="#">13-2</a>  | 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                                                                            |               |
| <a href="#">14-1</a>   | 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        |
| <a href="#">15</a>     | Noise:                                                                               |               |
|                        | Prohibited generally.                                                                |               |
|                        | Excessive noise violation                                                            | 100.00        |
| <a href="#">15-137</a> | 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        |
| <a href="#"><u>20</u></a>   | Trailers                                                                                                                                             |               |
| <a href="#"><u>20-2</u></a> | Parking prohibited except in trailer park:                                                                                                           |               |
|                             | Illegal placement, storage, or use of mobile home or trailer outside of an approved mobile home <u>and non-registration of boats and watercraft.</u> | 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) _____ |



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

|                                                          |                                                                                    |                |                                                                                                                                                                                                                                                                                                                                                          |                                                                                                              |                         |
|----------------------------------------------------------|------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Department Director:</b>                              | Gregory D. Gay                                                                     |                | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                                    |                                                                                                              |                         |
| <b>City Manager:</b>                                     | Darvin Williams                                                                    |                | <b>CM Signature:</b>                                                                                                                                                                                                                                                                                                                                     |                                                                                                              |                         |
| <b>Commission Meeting Date:</b>                          | May 25, 2022                                                                       |                | <b>Item Type:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                             | <b>Resolution</b>                                                                                            | <b>Ordinance</b><br>X   |
| <b>Fiscal Impact:</b><br><i>(Enter X in box)</i>         | <b>Yes</b><br>X                                                                    | <b>No</b>      | <b>Ordinance Reading:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                     | <b>1st Reading</b><br>X                                                                                      | <b>2nd Reading</b><br>X |
|                                                          |                                                                                    |                | <b>Public Hearing:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                        | <b>Yes</b><br>X                                                                                              | <b>No</b><br>X          |
| <b>Funding Source:</b><br><i>Account# :</i>              | <i>(Enter Fund &amp; Dept)</i><br>Ex:<br>N/A<br>See Financial Impact section below |                | <b>Advertising Requirement:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                               | <b>Yes</b><br>X                                                                                              | <b>No</b>               |
| <b>ILA Required:</b><br><i>(Enter X in box)</i>          | <b>Yes</b>                                                                         | <b>No</b><br>X | <b>RFP/RFQ/Bid#:</b>                                                                                                                                                                                                                                                                                                                                     |                                                                                                              |                         |
| <b>Strategic Plan Related</b><br><i>(Enter X in box)</i> | <b>Yes</b><br>X                                                                    | <b>No</b>      | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input checked="" type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communcation <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><i>(list the specific objective/strategy this item will address)</i> |                         |
| <b>Sponsor Name</b>                                      | Mayor Williams                                                                     |                | <b>Department:</b><br>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

1<sup>st</sup> Reading: September 29, 2015  
2<sup>nd</sup> 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.

Ordinance No. 15-31

**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.

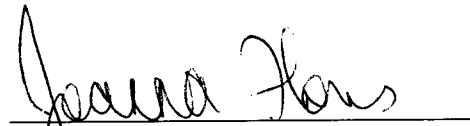
**Section 6. EFFECTIVE DATE.** This Ordinance shall upon adoption, become effective immediately.

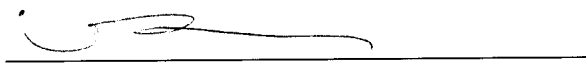
**PASSED AND ADOPTED** this 28<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
Myra L. Taylor  
Mayor

Attest to:

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Joanna Flores  
City Clerk

  
\_\_\_\_\_  
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 Re-

building 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 coralgalles 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, FLORIDA 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) 955-8772 (Spanish) or (877)955-8701 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

JOANNA FLORES, CMC  
CITY CLERK



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

2015 SEP 16 PM 4:41  
RECEIVED  
CITY OF OPA-LOCKA  
CITY CLERK

|                                                    |                            |           |                                                                                                                                                                                                                                                                                                                   |                                           |                       |                               |           |
|----------------------------------------------------|----------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|-------------------------------|-----------|
| <b>Commission Meeting Date:</b>                    | September 23, 2015         |           | <b>Item Type:</b><br>(Enter X in box)                                                                                                                                                                                                                                                                             | <b>Resolution</b>                         | <b>Ordinance</b><br>X | <b>Other</b>                  |           |
| <b>Fiscal Impact:</b><br>(Enter X in box)          | <b>Yes</b>                 | <b>No</b> | <b>Ordinance Reading:</b><br>(Enter X in box)                                                                                                                                                                                                                                                                     | <b>1<sup>st</sup> Reading</b>             |                       | <b>2<sup>nd</sup> Reading</b> |           |
|                                                    |                            | X         | <b>Public Hearing:</b><br>(Enter X in box)                                                                                                                                                                                                                                                                        | <b>Yes</b>                                | <b>No</b>             | <b>Yes</b>                    | <b>No</b> |
|                                                    |                            |           |                                                                                                                                                                                                                                                                                                                   |                                           | X                     | X                             |           |
| <b>Funding Source:</b><br>N/A                      | (Enter Fund & Dept)<br>N/A |           | <b>Advertising Requirement:</b><br>(Enter X in box)                                                                                                                                                                                                                                                               | <b>Yes</b><br>X                           |                       | <b>No</b>                     |           |
| <b>Contract/P.O. Required:</b><br>(Enter X in box) | <b>Yes</b>                 | <b>No</b> | <b>RFP/RFQ/Bid #:</b>                                                                                                                                                                                                                                                                                             | N/A                                       |                       |                               |           |
| <b>Strategic Plan Related</b><br>(Enter X in box)  | <b>Yes</b>                 | <b>No</b> | <b>Strategic Plan Priority Area:</b>                                                                                                                                                                                                                                                                              | <b>Strategic Plan Obj./Strategy:</b>      |                       |                               |           |
|                                                    | X                          |           | Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input checked="" type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | Land Development Regulation / Zoning Code |                       |                               |           |
| <b>Sponsor Name</b>                                | City Manager               |           | <b>Department:</b>                                                                                                                                                                                                                                                                                                | 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)**

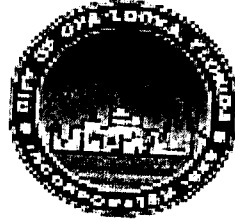
Opa-locka 2015 Land Development Regulations/ Zoning Code

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 30<sup>TH</sup> 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 30<sup>th</sup> 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 135<sup>TH</sup> 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:

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Kinshannta Hall

Planning Council Clerk

ATTEST:

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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 rezoning request by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations.

**WHEREAS**, the applicant, 3805 NW 132<sup>nd</sup> 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. Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

**SECTION 5. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 6. Scrivener's Errors.**

Sections of this 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) _____ |



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

|                                                           |                                                                             |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                  |                               |           |
|-----------------------------------------------------------|-----------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------|-------------------------------|-----------|
| <b>Department Director:</b>                               | Gregory D. Gay                                                              |           | <b>Department Director Signature:</b>                                                                                                                                                                                                                                                                                                                     |                                                                                                              |                  |                               |           |
| <b>City Manager:</b>                                      | Darvin Williams                                                             |           | <b>CM Signature</b>                                                                                                                                                                                                                                                                                                                                       |                                                                                                              |                  |                               |           |
| <b>Commission Meeting Date:</b>                           | May 25, 2022                                                                |           | <b>Item Type:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                              | <b>Resolution</b>                                                                                            | <b>Ordinance</b> | <b>Other</b>                  |           |
|                                                           |                                                                             |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              | X                |                               |           |
| <b>Fiscal Impact:</b><br><i>(Enter X in box)</i>          | <b>Yes</b>                                                                  | <b>No</b> | <b>Ordinance Reading:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                      | <b>1<sup>st</sup> Reading</b>                                                                                |                  | <b>2<sup>nd</sup> Reading</b> |           |
|                                                           |                                                                             |           |                                                                                                                                                                                                                                                                                                                                                           | X                                                                                                            |                  |                               |           |
|                                                           |                                                                             | X         | <b>Public Hearing:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                         | <b>Yes</b>                                                                                                   | <b>No</b>        | <b>Yes</b>                    | <b>No</b> |
|                                                           |                                                                             |           |                                                                                                                                                                                                                                                                                                                                                           | X                                                                                                            |                  | X                             |           |
| <b>Funding Source:</b><br><i>Account# :</i>               | <i>(Enter Fund &amp; Dept)</i><br>Ex:<br>See Financial Impact section below |           | <b>Advertising Requirement:</b><br><i>(Enter X in box)</i>                                                                                                                                                                                                                                                                                                | <b>Yes</b>                                                                                                   |                  | <b>No</b>                     |           |
|                                                           |                                                                             |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                  |                               |           |
| <b>Contract/P.O. Required:</b><br><i>(Enter X in box)</i> | <b>Yes</b>                                                                  | <b>No</b> | <b>RFP/RFQ/Bid#:</b> N/A                                                                                                                                                                                                                                                                                                                                  |                                                                                                              |                  |                               |           |
|                                                           |                                                                             | X         |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                  |                               |           |
| <b>Strategic Plan Related</b><br><i>(Enter X in box)</i>  | <b>Yes</b>                                                                  | <b>No</b> | <b>Strategic Plan Priority Area:</b><br>Enhance Organizational <input type="checkbox"/><br>Bus. & Economic Dev <input checked="" type="checkbox"/><br>Public Safety <input type="checkbox"/><br>Quality of Education <input type="checkbox"/><br>Qual. of Life & City Image <input checked="" type="checkbox"/><br>Communication <input type="checkbox"/> | <b>Strategic Plan Obj./Strategy:</b><br><i>(list the specific objective/strategy this item will address)</i> |                  |                               |           |
|                                                           | X                                                                           |           |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                              |                  |                               |           |
| <b>Sponsor Name</b>                                       | City Manager                                                                |           | <b>Department:</b><br>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 132<sup>ND</sup> 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 132<sup>nd</sup> 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 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 132<sup>nd</sup> 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 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

RESOLUTION NO. \_\_\_\_\_

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.

WHEREAS, 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; 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, according to the City of Opa-locka's official Zoning Map, the Property is designated I-3 (Liberal Industrial) which allows for an industrial use, the applicant wishes to rezone the property to I-2 which will allow for the proposed Construction and Demolition operation.

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

SECTION 1. Recitals.

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

SECTION 2. Approval/Denial.

Approval/Denial of Rezoning Request. The City Commission of the City of Opa-locka hereby approves / denies a request for the Rezoning Request 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.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
\_\_\_\_\_  
Veronica J. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Joanna Flores, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

---

Burnadette Norris-Weeks, P.A.

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) _____ |



**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](mailto: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 132<sup>nd</sup> 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](mailto:aflinc@aol.com)  
Gregory Gay, Director, [ggay@opalockafl.gov](mailto:ggay@opalockafl.gov)  
Burnadette Norris-Weeks, City Attorney, [cityattorney@opalockafl.gov](mailto:cityattorney@opalockafl.gov)

**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.

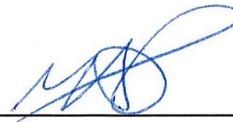
**SECTION 3. SCRIVENER'S ERRORS.**

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 26<sup>th</sup> day of May, 2021.



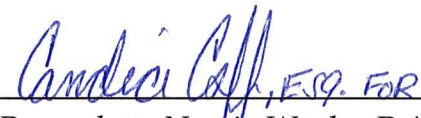
Matthew A. Pigatt, Mayor

**ATTEST:**



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: Commissioner Davis

Seconded by: Vice Mayor Williams

|                     |     |
|---------------------|-----|
| <b><u>VOTE:</u></b> | 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**

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

|                         |
|-------------------------|
| <b>Proposed Action:</b> |
|-------------------------|

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.

|                    |
|--------------------|
| <b>Attachment:</b> |
|--------------------|

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 132<sup>ND</sup> STREET, LLC  
3805 NW 132<sup>ND</sup> STREET,  
OPA-LOCKA, FL 33054

**PROPERTY ADDRESS:** 3805 NW 132<sup>ND</sup> 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 132<sup>ND</sup> STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

**Bala:** I don't have a presentation. However; this will take place in an enclosed warehouse

**Chairman Guerrero:** What is the use?

**Bala:** A truck parking facility.

***Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.***

**Mr. Delaine:** Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

|                    |     |
|--------------------|-----|
| Germane Barnes     | Yes |
| Claudienne Hibbert | Yes |
| Dawn Mangham       | Yes |
| Elio Guerrero      | Yes |



6. **APPLICANT NAME:** ARMANDO DE LEON  
P.O. BOX 160938  
HIALEAH, FL 33016
- PROPERTY OWNER :** 3805 NW 132<sup>ND</sup> STREET, LLC  
3805 NW 132<sup>ND</sup> STREET,  
OPA-LOCKA, FL 33054
- PROPERTY ADDRESS:** 3805 NW 132<sup>ND</sup> 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 132<sup>ND</sup> 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 132<sup>ND</sup> STREET, LLC  
                                          3805 NW 132<sup>ND</sup> STREET,  
                                          OPA-LOCKA, FL 33054

**PROPERTY ADDRESS:**    3805 NW 132<sup>ND</sup> 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 132<sup>ND</sup> 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 132<sup>nd</sup> Street  
Opa-Locka, Florida



Richard Garcia & Associates, Inc.

May 17<sup>th</sup>, 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.

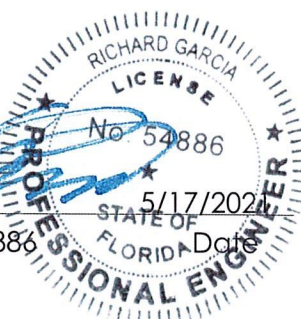
**PROJECT DESCRIPTION:**

Recycling Facility at Opa-Locka -  
Level 1 Traffic Study

**PROJECT LOCATION:**

3805 NW 132<sup>nd</sup> Street  
Opa-Locka, Florida

  
Florida Registration No. 54886







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## APPENDICES

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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 132<sup>nd</sup> 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 132<sup>nd</sup> 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, 10<sup>th</sup> 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

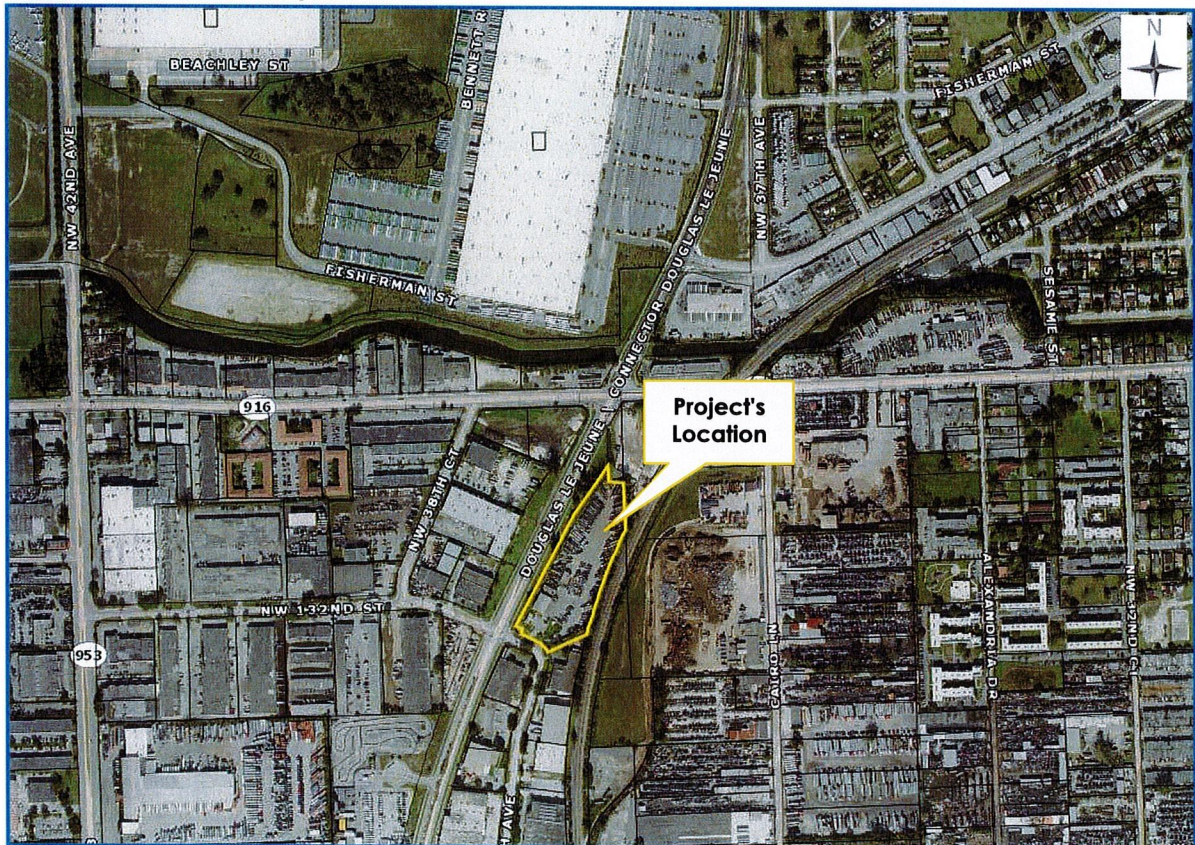
The purpose of this report is to evaluate the trip generation associated with the proposed commercial center. As such, a trip generation analysis was performed for a typical weekday AM and PM peak hour (i.e. Adjacent Street Traffic). Lastly, this report follows the Miami-Dade County Traffic Impact Study Standard methodology (Level 1).

## Project Location / Description

The subject site is located on the northeast corner of NW 42/37 Avenue Connector and NW 132<sup>nd</sup> 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.

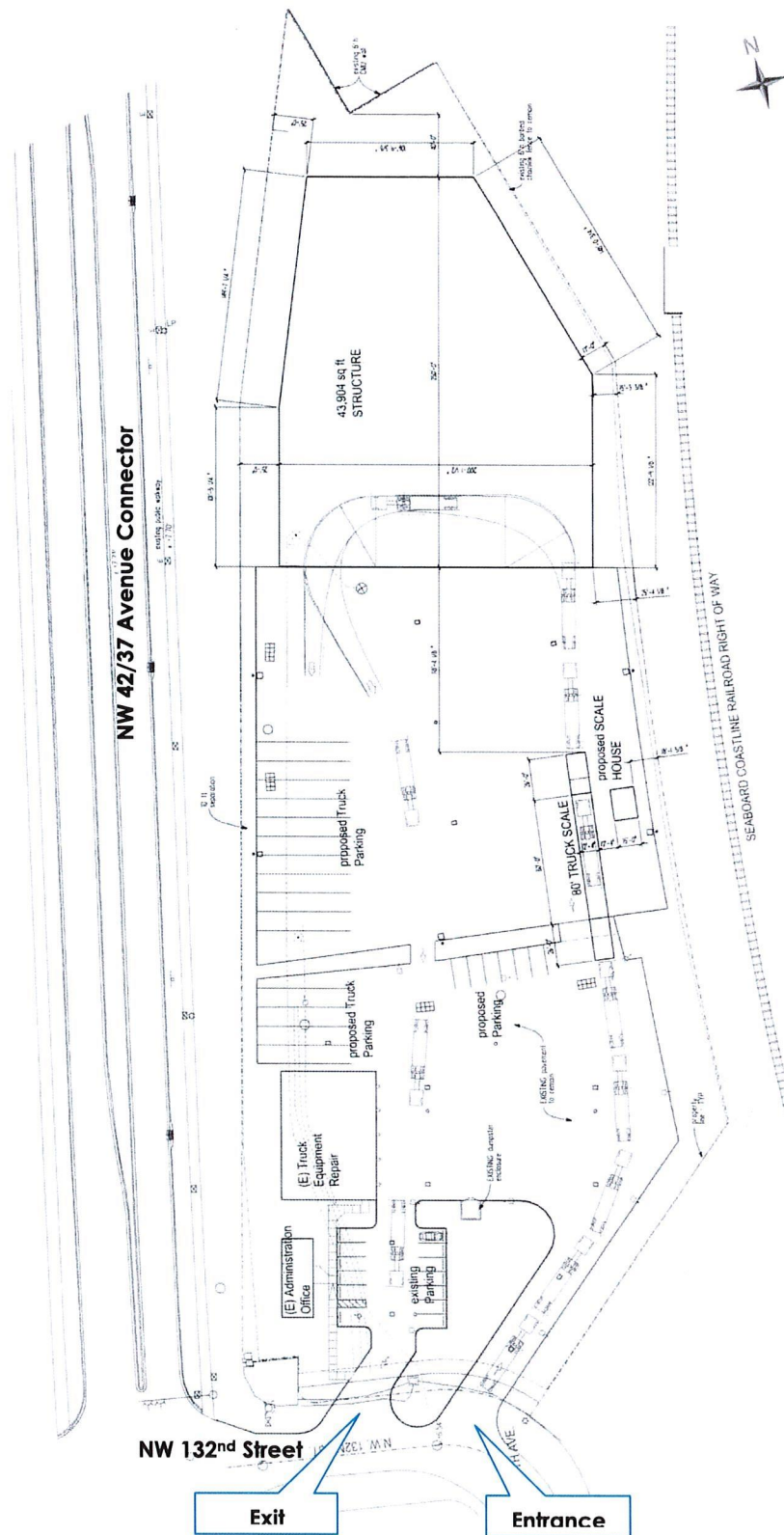
Moreover, the subject project will maintain the two (2) existing driveways on NW 132<sup>nd</sup> Street. The east driveway will operate as the entrance while the west driveway will be exit only. Figure 1 depicts the site's location map while Figure 2 is the site plan provided for illustrative purposes only.

### Figure 1: Location Map





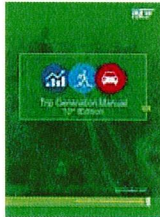
### Figure 2: Site Plan



## 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, 3<sup>rd</sup> Edition* while the trip generation characteristics were obtained from *ITE's Trip Generation Manual, 10<sup>th</sup> 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     |
| <b>Proposed</b>                                   |               |             |                          |                    |          |           |
| General Light Industrial (Recycling Facility)     | 43.904 Th.SF. | 110         | 0.70                     | 27                 | 4        | 31        |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>27</b>          | <b>4</b> | <b>31</b> |

**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     |
| <b>Proposed</b>                                   |               |             |                          |                    |           |           |
| General Light Industrial (Recycling Facility)     | 43.904 Th.SF. | 110         | 0.63                     | 4                  | 24        | 28        |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>4</b>           | <b>24</b> | <b>28</b> |

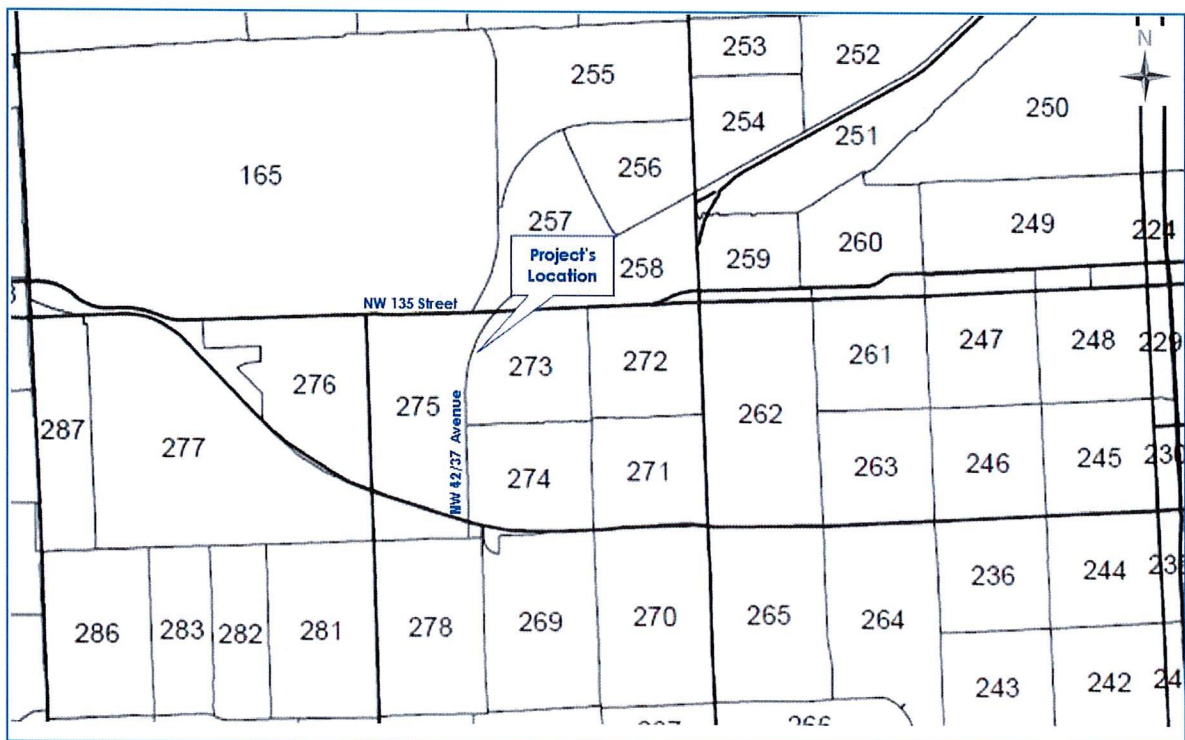
**Notes:**

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





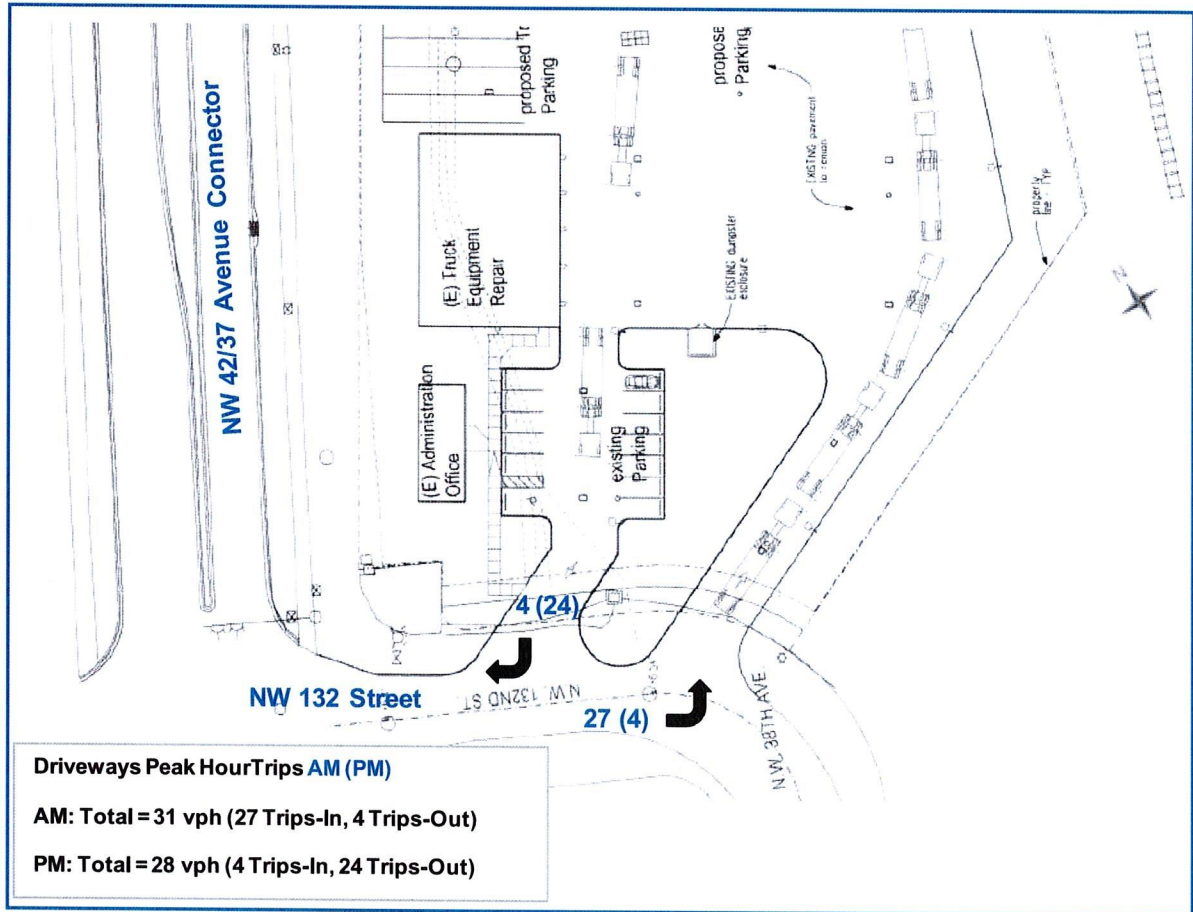
**Table 3: Directional Trip Distribution Percentages**

| DIRECTION    | DISTRIBUTION PERCENTAGES (%) |               |               |
|--------------|------------------------------|---------------|---------------|
|              | MIAMI-DADE LRTP MODEL YEAR   |               | DESIGN YEAR   |
|              | 2015                         | 2045          | 2022          |
| <b>NNE</b>   | 17.40                        | 14.80         | 16.79         |
| <b>ENE</b>   | 17.30                        | 16.00         | 17.00         |
| <b>ESE</b>   | 7.90                         | 6.00          | 7.46          |
| <b>SSE</b>   | 12.10                        | 14.50         | 12.66         |
| <b>SSW</b>   | 18.00                        | 17.30         | 17.84         |
| <b>WSW</b>   | 8.80                         | 11.30         | 9.38          |
| <b>WNW</b>   | 6.20                         | 7.50          | 6.50          |
| <b>NNW</b>   | 12.30                        | 12.60         | 12.37         |
| <b>TOTAL</b> | <b>100.00</b>                | <b>100.00</b> | <b>100.00</b> |

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 (%)<br>DESIGN YEAR | DIRECTION    | DISTRIBUTION   | AM PEAK HOUR TRIPS |          |           | PM PEAK HOUR TRIPS |           |           |
|--------------|---------------------------------|--------------|----------------|--------------------|----------|-----------|--------------------|-----------|-----------|
|              |                                 |              |                | IN                 | OUT      | TOTAL     | IN                 | OUT       | TOTAL     |
| <b>NNE</b>   | 16.79                           | <b>NORTH</b> | 29.16%         | 8                  | 1        | 9         | 1                  | 7         | 8         |
| <b>ENE</b>   | 17.00                           |              |                |                    |          |           |                    |           |           |
| <b>ESE</b>   | 7.46                            | <b>EAST</b>  | 24.45%         | 7                  | 1        | 8         | 1                  | 6         | 7         |
| <b>SSE</b>   | 12.66                           |              |                |                    |          |           |                    |           |           |
| <b>SSW</b>   | 17.84                           | <b>SOUTH</b> | 30.50%         | 8                  | 2        | 10        | 2                  | 7         | 9         |
| <b>WSW</b>   | 9.38                            |              |                |                    |          |           |                    |           |           |
| <b>WNW</b>   | 6.50                            | <b>WEST</b>  | 15.89%         | 4                  | 0        | 4         | 0                  | 4         | 4         |
| <b>NNW</b>   | 12.37                           |              |                |                    |          |           |                    |           |           |
| <b>TOTAL</b> | <b>100.00</b>                   |              | <b>100.00%</b> | <b>27</b>          | <b>4</b> | <b>31</b> | <b>4</b>           | <b>24</b> | <b>28</b> |

**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       |
| <b>Proposed</b>                                   |               |             |                          |                    |           |            |           |
| General Light Industrial (Recycling Facility)     | 43,904 Th.SF. | 110         | 0.70                     | 88%                | 27        | 12%        | 4         |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>88%</b>         | <b>27</b> | <b>12%</b> | <b>4</b>  |
|                                                   |               |             |                          |                    |           |            | <b>31</b> |

**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



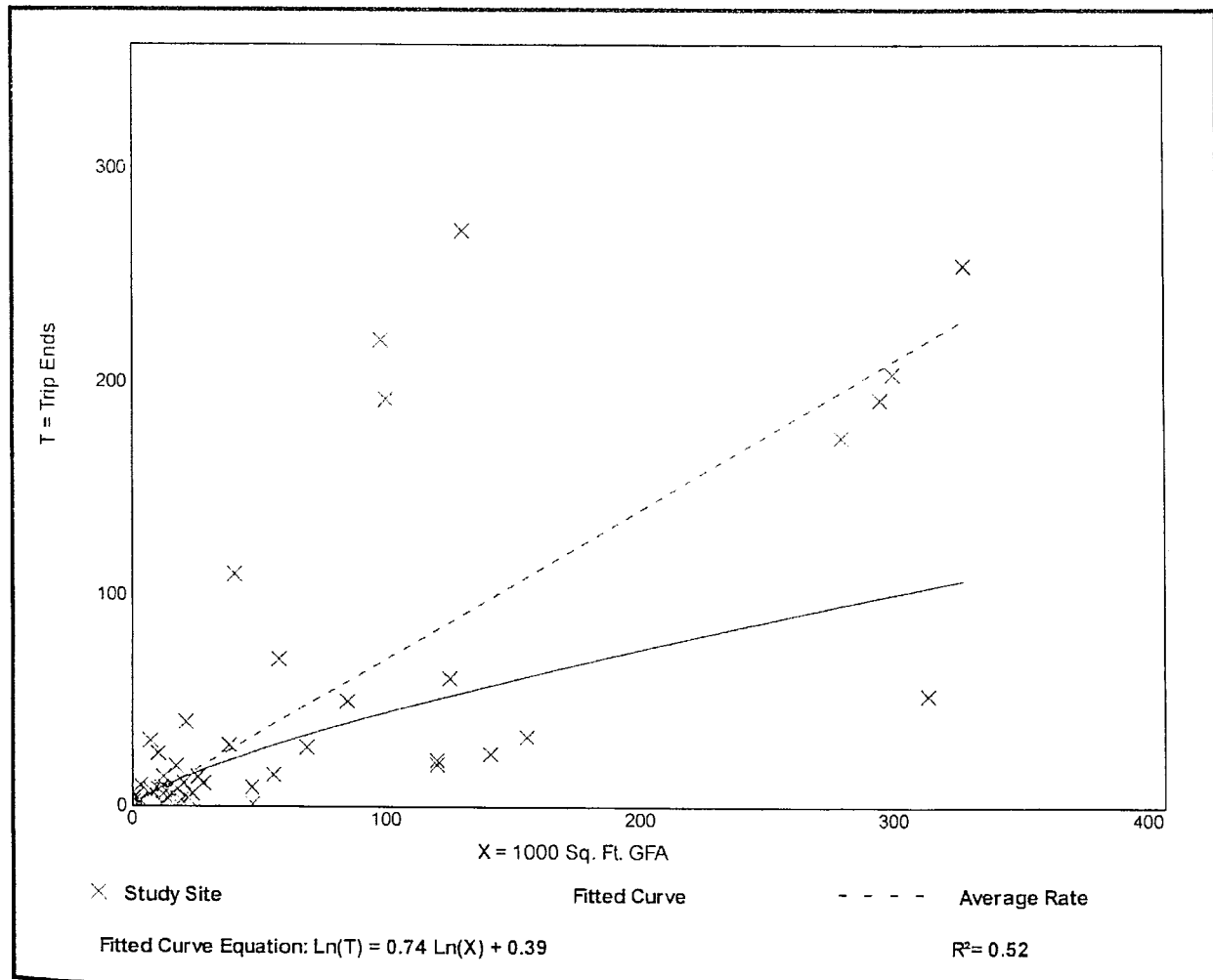
## General Light Industrial (110)

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: 58% entering, 12% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

|              |                |                    |
|--------------|----------------|--------------------|
| Average Rate | Range of Rates | Standard Deviation |
| 0.70         | 0.22 - 4.46    | 0.65               |

### Data Plot and Equation



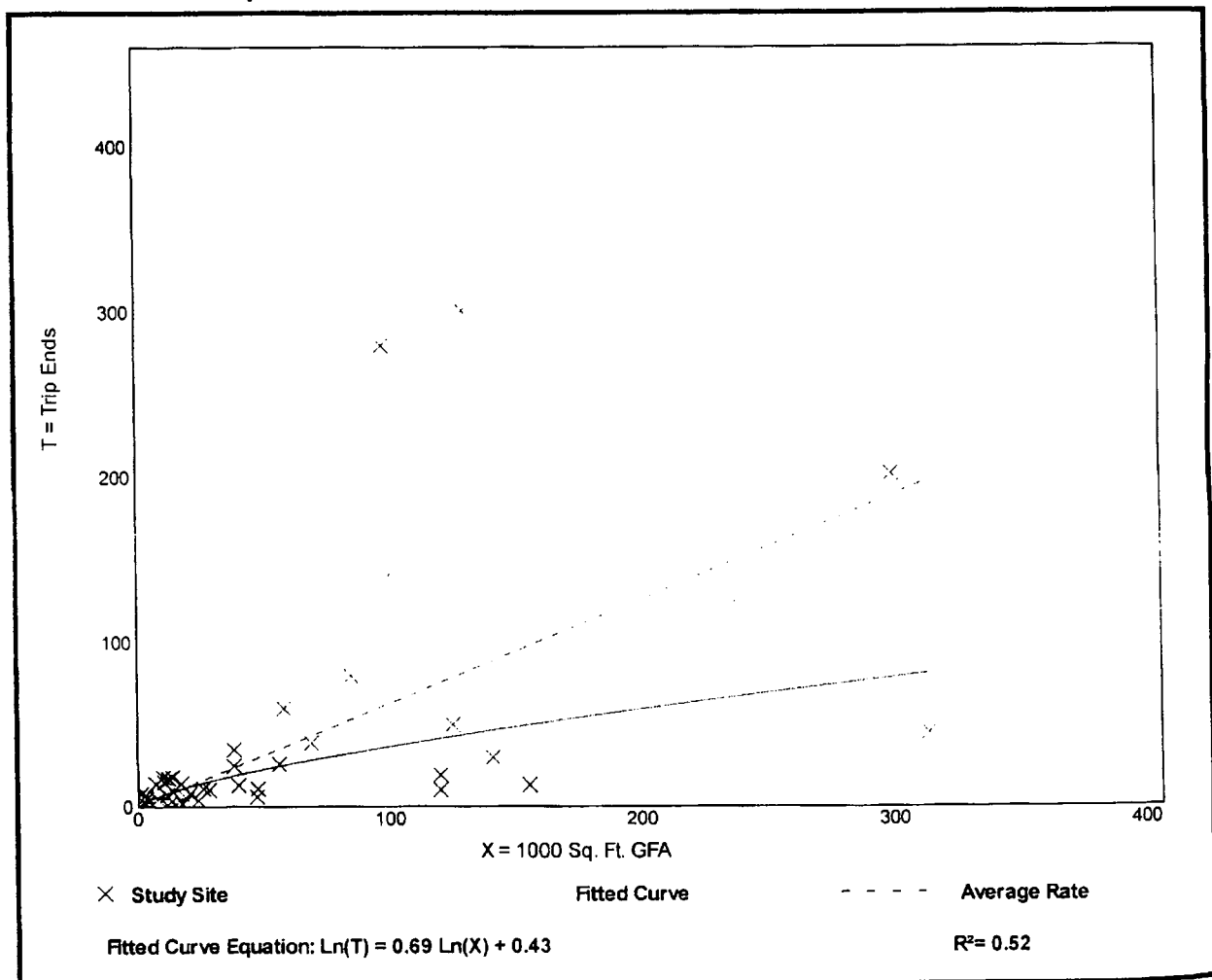
# General Light Industrial (110)

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

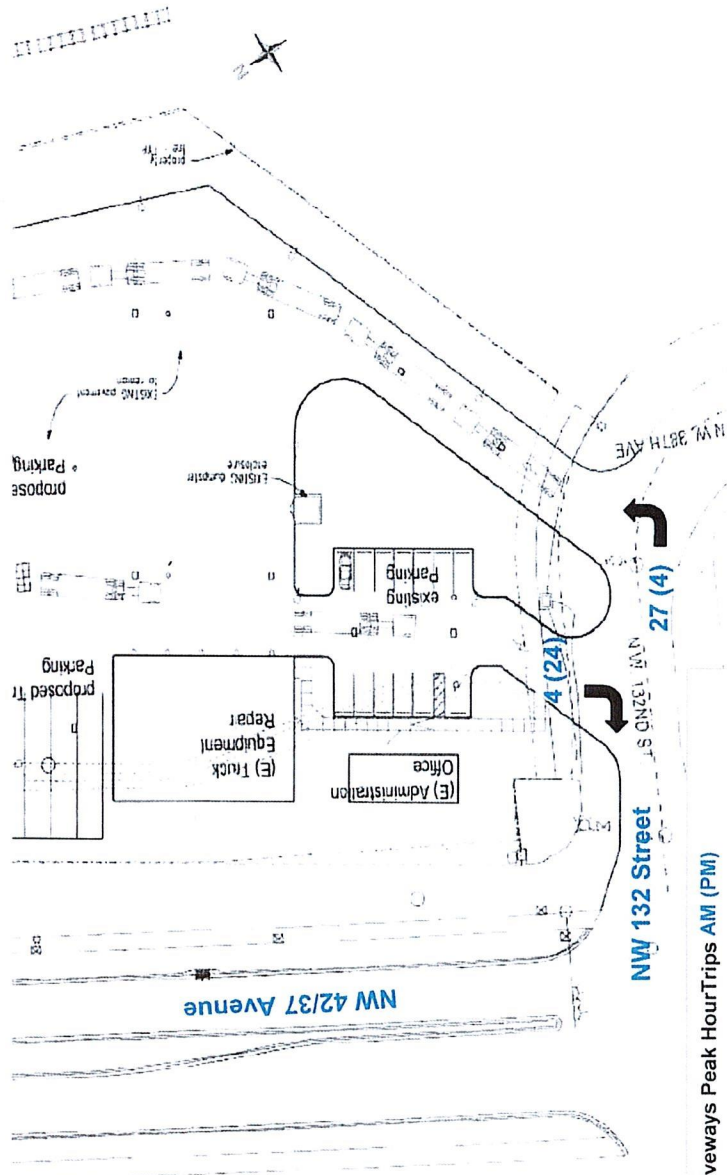


Appendix 2: Trip Distribution & Driveway Trips



# 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 (%)<br>DESIGN YEAR | DIRECTION | DISTRIBUTION   | AM PEAK HOUR TRIPS |          |           |
|--------------|---------------------------------|-----------|----------------|--------------------|----------|-----------|
|              |                                 |           |                | IN                 | OUT      | TOTAL     |
| NNE          | 16.79                           | NORTH     | 29.16%         | 8                  | 1        | 9         |
| ENE          | 17.00                           | EAST      | 24.45%         | 7                  | 1        | 8         |
| ESE          | 7.46                            | SOUTH     | 30.50%         | 8                  | 2        | 10        |
| SSE          | 12.66                           | WEST      | 15.89%         | 4                  | 0        | 4         |
| SSW          | 17.84                           |           |                |                    |          |           |
| WSW          | 9.38                            |           |                |                    |          |           |
| WNW          | 6.50                            |           |                |                    |          |           |
| NNW          | 12.37                           |           |                |                    |          |           |
| <b>TOTAL</b> | <b>100.00</b>                   |           | <b>100.00%</b> | <b>27</b>          | <b>4</b> | <b>31</b> |

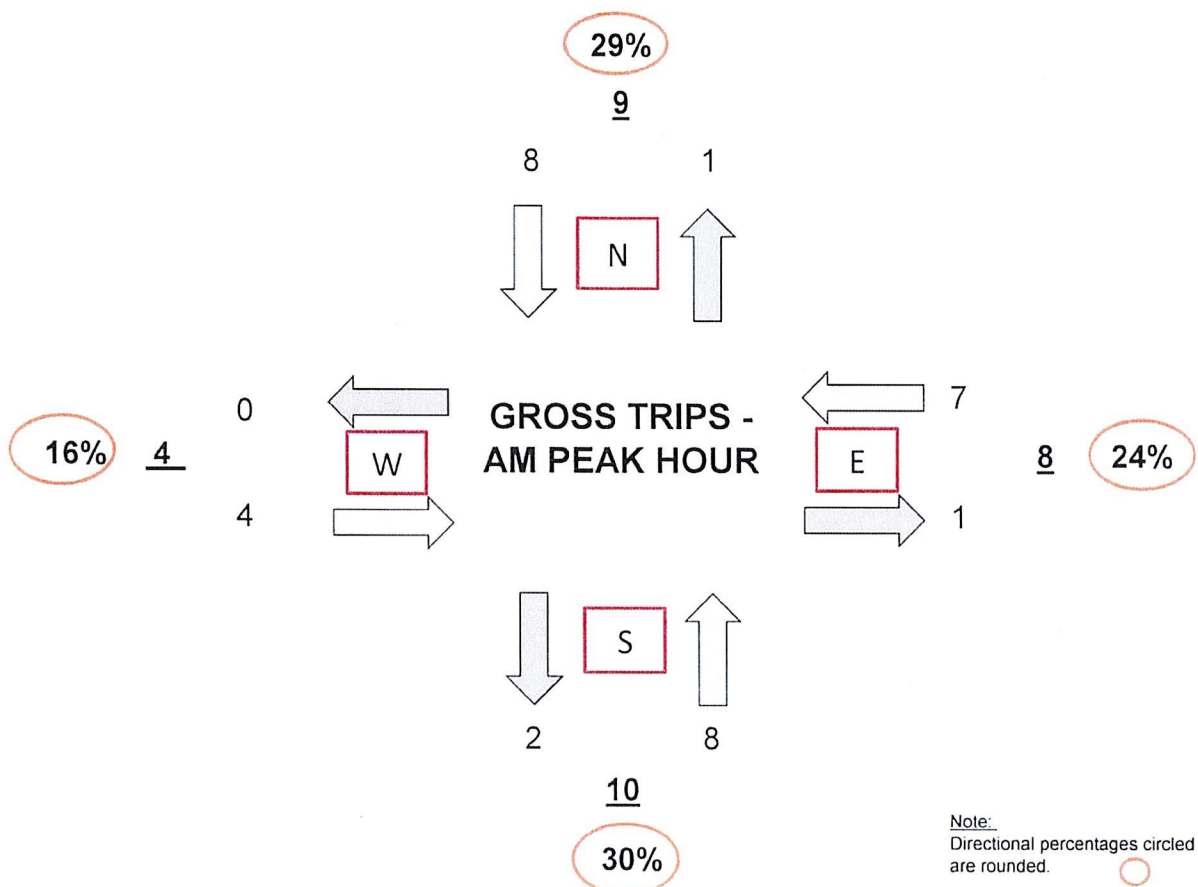


TABLE: A3-1

**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         |
| <b>TOTAL</b> | <b>100.00</b>                | <b>100.00</b> | <b>100.00</b> | <b>27</b>          | <b>4</b> | <b>31</b> |

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         |
| <b>TOTAL</b> | <b>100.00</b>  | <b>27.000</b> | <b>27</b> | <b>4.000</b> | <b>4</b> | <b>31</b> |



TABLE: A4

**Cardinal Distribution**  
**PM Peak Hour (Weekday)**  
**Traffic Analysis Zone (TAZ) 273**  
 Project Name: Recycling Facility

| DIRECTION    | DISTRIBUTION (%)<br>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                           |           |                |                    |           |           |
| <b>TOTAL</b> | <b>100.00</b>                   |           | <b>100.00%</b> | <b>4</b>           | <b>24</b> | <b>28</b> |

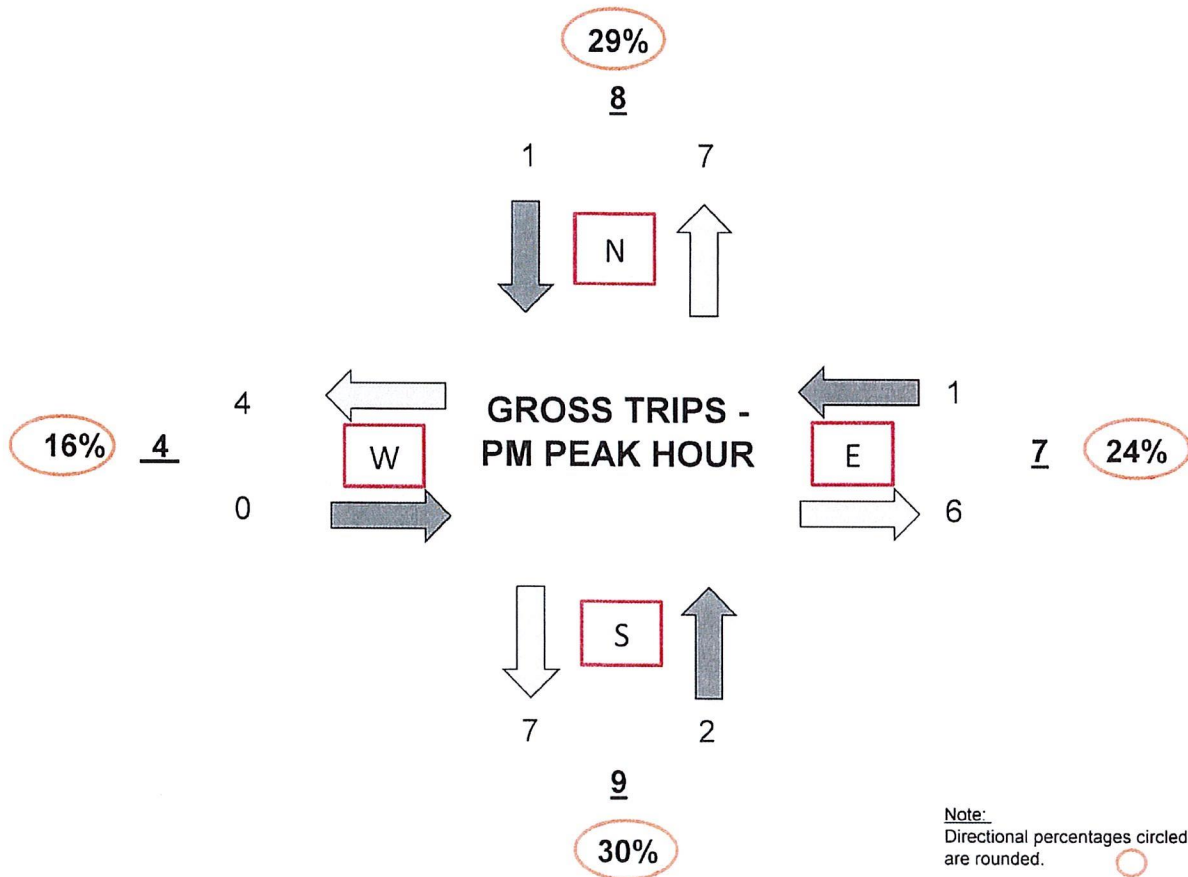


TABLE: A4-1

**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         |
| <b>TOTAL</b> | <b>100.00</b>                | <b>100.00</b> | <b>100.00</b> | <b>4</b>           | <b>24</b> | <b>28</b> |

Note:

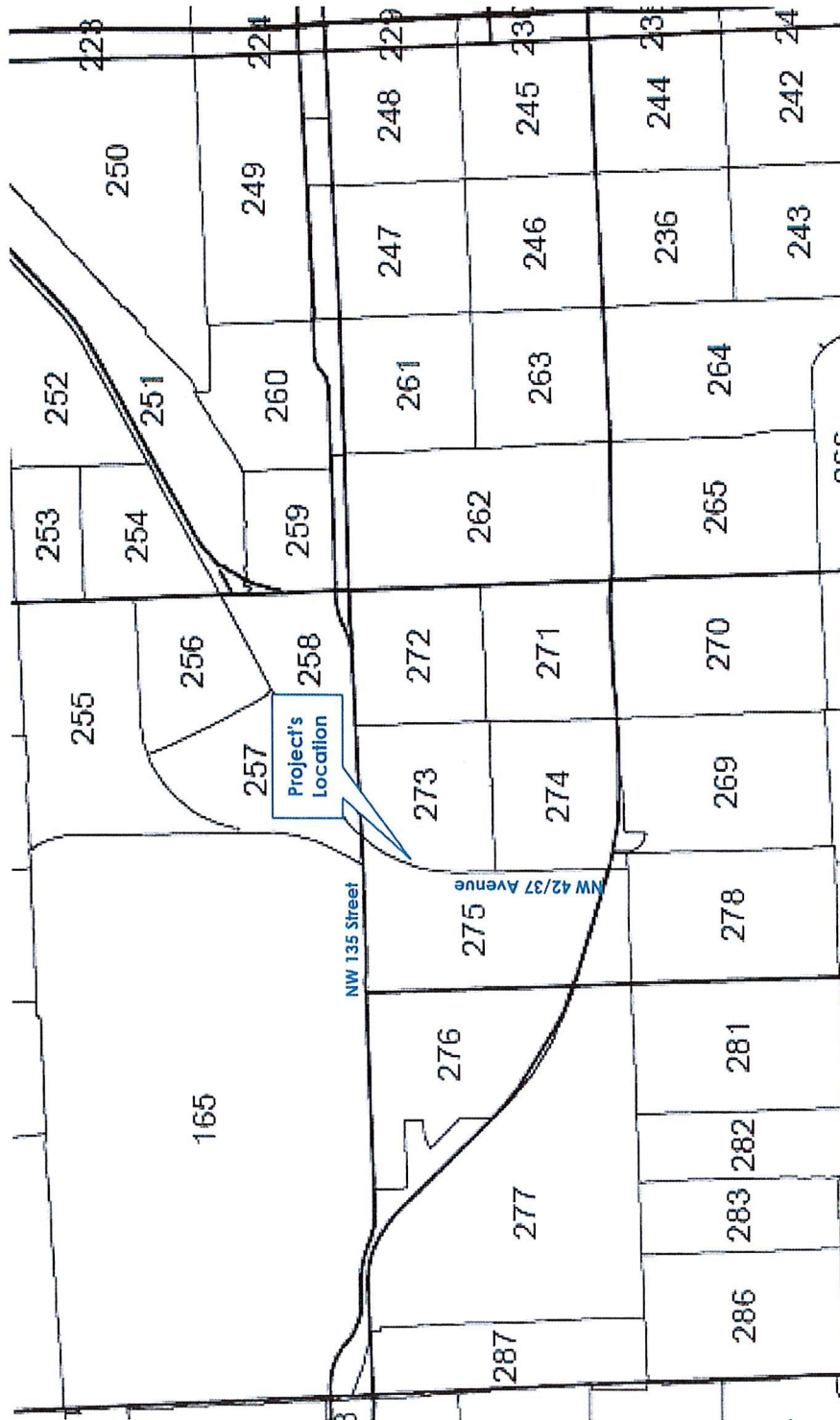
Based on Miami-Dade Transportation Planning Organization 2045 LRTP Directional Trip Distribution Report, September 2019. Since the current data is only available for the model years 2015 and 2045, the eight (8) cardinal directions were interpolated to the design year of 2022.

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         |
| <b>TOTAL</b> | <b>100.00</b>  | <b>4.000</b> | <b>4</b> | <b>24.000</b> | <b>24</b> | <b>28</b> |

## 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  |             |





# 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<br>Began<br>Accepting<br>Waste | Active Life of<br>Unit From Date<br>of Initial Receipt<br>of Waste | If active:<br>Remaining<br>life of unit | If closed:<br>Date last<br>waste<br>received | If closed:<br>Official<br>date of<br>closing |
|--------------|-------|------------------------------------------|--------------------------------------------------------------------|-----------------------------------------|----------------------------------------------|----------------------------------------------|
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |

Total disposal unit acreage included in this estimate: \_\_\_\_\_ Closure: \_\_\_\_\_ Long-Term Care: \_\_\_\_\_

Facility type: ☐ Class I ☐ Class III ☐ C&D Debris Disposal  
(Check all that apply) ☐ 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 32502-6794  
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 adjustment 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 Deflator 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](http://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: \_\_\_\_\_

|                                                          |   |                                                 |   |       |                                                  |
|----------------------------------------------------------|---|-------------------------------------------------|---|-------|--------------------------------------------------|
| <b>Latest Department Approved Closing Cost Estimate:</b> |   | <b>Current Year Inflation Factor, e.g. 1.02</b> |   |       | <b>Inflation Adjusted Closing Cost Estimate:</b> |
| _____                                                    | x | _____                                           | = | _____ | _____                                            |

This adjustment is based on the Department approved long-term care cost estimate dated: \_\_\_\_\_

|                                                                        |   |                                                 |   |       |                                                                |
|------------------------------------------------------------------------|---|-------------------------------------------------|---|-------|----------------------------------------------------------------|
| <b>Latest Department Approved Annual Long-Term Care Cost Estimate:</b> |   | <b>Current Year Inflation Factor, e.g. 1.02</b> |   |       | <b>Inflation Adjusted Annual Long-Term Care Cost Estimate:</b> |
| _____                                                                  | x | _____                                           | = | _____ | _____                                                          |
| <b>Number of Years of Long Term Care Remaining:</b>                    |   |                                                 | x | _____ | _____                                                          |
| <b>Inflation Adjusted Long-Term Care Cost Estimate:</b>                |   |                                                 | = | _____ | _____                                                          |

**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 exp  
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<br>of Units | Cost / Unit | Total Cost |
|----------------------------------------------------------------------------------|------|--------------------|-------------|------------|
| <b>1. Proposed Monitoring Wells (Do not include wells already in existence.)</b> |      |                    |             |            |
|                                                                                  | EA   |                    |             |            |
| Subtotal Proposed Monitoring Wells:                                              |      |                    |             |            |
| <b>2. Slope and Fill (bedding layer between waste and barrier layer):</b>        |      |                    |             |            |
| Excavation                                                                       | CY   |                    |             |            |
| Placement and Spreading                                                          | CY   |                    |             |            |
| Compaction                                                                       | CY   |                    |             |            |
| Off-Site Material                                                                | CY   |                    |             |            |
| Delivery                                                                         | CY   |                    |             |            |
| Subtotal Slope and Fill:                                                         |      |                    |             |            |
| <b>3. Cover Material (Barrier Layer):</b>                                        |      |                    |             |            |
| Off-Site Clay                                                                    | CY   |                    |             |            |
| Synthetics - 40 mil                                                              | SY   |                    |             |            |
| Synthetics - GCL                                                                 | SY   |                    |             |            |
| Synthetics - Geonet                                                              | SY   |                    |             |            |
| Synthetics - Other (explain)                                                     |      |                    |             |            |
| Subtotal Cover Material:                                                         |      |                    |             |            |
| <b>4. Top Soil Cover:</b>                                                        |      |                    |             |            |
| Off-Site Material                                                                | CY   |                    |             |            |
| Delivery                                                                         | CY   |                    |             |            |
| Spread                                                                           | CY   |                    |             |            |
| Subtotal Top Soil Cover:                                                         |      |                    |             |            |
| <b>5. Vegetative Layer</b>                                                       |      |                    |             |            |
| Sodding                                                                          | SY   |                    |             |            |
| Hydroseeding                                                                     | AC   |                    |             |            |
| Fertilizer                                                                       | AC   |                    |             |            |
| Mulch                                                                            | AC   |                    |             |            |
| Other (explain)                                                                  |      |                    |             |            |
| Subtotal Vegetative Layer:                                                       |      |                    |             |            |
| <b>6. Stormwater Control System:</b>                                             |      |                    |             |            |
| 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 |
|------------------------------------------|-------|-----------------|-------------|------------|
| <b>7. Passive Gas Control:</b>           |       |                 |             |            |
| Wells                                    | EA    | _____           | _____       | _____      |
| Pipe and Fittings                        | LF    | _____           | _____       | _____      |
| Monitoring Probes                        | EA    | _____           | _____       | _____      |
| NSPS/Title V requirements                | LS    | 1               | _____       | _____      |
| Subtotal Passive Gas Control:            |       |                 |             | _____      |
| <b>8. Active Gas Extraction Control:</b> |       |                 |             |            |
| 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:  |       |                 |             | _____      |
| <b>9. Security System:</b>               |       |                 |             |            |
| Fencing                                  | LF    | _____           | _____       | _____      |
| Gate(s)                                  | EA    | _____           | _____       | _____      |
| Sign(s)                                  | EA    | _____           | _____       | _____      |
| Subtotal Security System:                |       |                 |             | _____      |
| <b>10. Engineering:</b>                  |       |                 |             |            |
| 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 |
|----------------------------------|----------------------------|-------------|--------------------------|-------------|------------|
| <b>11. Professional Services</b> |                            |             |                          |             |            |
|                                  | <u>Contract Management</u> |             | <u>Quality Assurance</u> |             |            |
| 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<br>Frequency<br>(Events / Year) | Number of<br>Wells | (Cost / Well) /<br>Event | Annual Cost |
|--------------------------------------------------------------------------|------------------------------------------|--------------------|--------------------------|-------------|
| <b>1. Groundwater Monitoring [62-701.510(6), and (8)(a)]</b>             |                                          |                    |                          |             |
| Monthly                                                                  | 12                                       | _____              | _____                    | _____       |
| Quarterly                                                                | 4                                        | _____              | _____                    | _____       |
| Semi-Annually                                                            | 2                                        | _____              | _____                    | _____       |
| Annually                                                                 | 1                                        | _____              | _____                    | _____       |
| Subtotal Groundwater Monitoring:                                         |                                          |                    |                          | _____       |
| <b>2. Surface Water Monitoring [62-701.510(4), and (8)(b)]</b>           |                                          |                    |                          |             |
| Monthly                                                                  | 12                                       | _____              | _____                    | _____       |
| Quarterly                                                                | 4                                        | _____              | _____                    | _____       |
| Semi-Annually                                                            | 2                                        | _____              | _____                    | _____       |
| Annually                                                                 | 1                                        | _____              | _____                    | _____       |
| Subtotal Surface Water Monitoring:                                       |                                          |                    |                          | _____       |
| <b>3. Gas Monitoring [62-701.400(10)]</b>                                |                                          |                    |                          |             |
| Monthly                                                                  | 12                                       | _____              | _____                    | _____       |
| Quarterly                                                                | 4                                        | _____              | _____                    | _____       |
| Semi-Annually                                                            | 2                                        | _____              | _____                    | _____       |
| Annually                                                                 | 1                                        | _____              | _____                    | _____       |
| Subtotal Gas Monitoring:                                                 |                                          |                    |                          | _____       |
| <b>4. Leachate Monitoring [62-701.510(5), (6)(b) and 62-701.510(8)c]</b> |                                          |                    |                          |             |
| Monthly                                                                  | 12                                       | _____              | _____                    | _____       |
| Quarterly                                                                | 4                                        | _____              | _____                    | _____       |
| Semi-Annually                                                            | 2                                        | _____              | _____                    | _____       |
| Annually                                                                 | 1                                        | _____              | _____                    | _____       |
| Other (explain) _____                                                    | _____                                    | _____              | _____                    | _____       |
| Subtotal Leachate Monitoring:                                            |                                          |                    |                          | _____       |

| Description                                                 | Unit | Number of<br>Units / Year | Cost / Unit | Annual Cost |
|-------------------------------------------------------------|------|---------------------------|-------------|-------------|
| <b>5. Leachate Collection/Treatment Systems Maintenance</b> |      |                           |             |             |
| <u>Maintenance</u>                                          |      |                           |             |             |
| Collection Pipes                                            | LF   | _____                     | _____       | _____       |
| Sumps, Traps                                                | EA   | _____                     | _____       | _____       |
| Lift Stations                                               | EA   | _____                     | _____       | _____       |
| Cleaning                                                    | LS   | 1                         | _____       | _____       |
| Tanks                                                       | EA   | _____                     | _____       | _____       |

| Description                                                      | Unit        | Number of<br>Units / Year | Cost / Unit | Annual Cost |
|------------------------------------------------------------------|-------------|---------------------------|-------------|-------------|
| <b>5. (continued)</b>                                            |             |                           |             |             |
| <u>Impoundments</u>                                              |             |                           |             |             |
| Liner Repair                                                     | SY          | _____                     | _____       | _____       |
| Sludge Removal                                                   | CY          | _____                     | _____       | _____       |
| <u>Aeration Systems</u>                                          |             |                           |             |             |
| Floating Aerators                                                | EA          | _____                     | _____       | _____       |
| Spray Aerators                                                   | EA          | _____                     | _____       | _____       |
| <u>Disposal</u>                                                  |             |                           |             |             |
| Off-site (Includes<br>transportation and disposal)               | 1000 gallon | _____                     | _____       | _____       |
| Subtotal Leachate Collection / Treatment<br>Systems Maintenance: |             |                           |             | _____       |
| <b>6. Groundwater Monitoring Well Maintenance</b>                |             |                           |             |             |
| Monitoring Wells                                                 | LF          | _____                     | _____       | _____       |
| Replacement                                                      | EA          | _____                     | _____       | _____       |
| Abandonment                                                      | EA          | _____                     | _____       | _____       |
| Subtotal Groundwater Monitoring Well Maintenance:                |             |                           |             | _____       |
| <b>7. Gas System Maintenance</b>                                 |             |                           |             |             |
| Piping, Vents                                                    | LF          | _____                     | _____       | _____       |
| Blowers                                                          | EA          | _____                     | _____       | _____       |
| Flaring Units                                                    | EA          | _____                     | _____       | _____       |
| Meters, Valves                                                   | EA          | _____                     | _____       | _____       |
| Compressors                                                      | EA          | _____                     | _____       | _____       |
| Flame Arrestors                                                  | EA          | _____                     | _____       | _____       |
| Operation                                                        | LS          | 1                         | _____       | _____       |
| Subtotal Gas System Maintenance:                                 |             |                           |             | _____       |
| <b>8. Landscape Maintenance</b>                                  |             |                           |             |             |
| Mowing                                                           | AC          | _____                     | _____       | _____       |
| Fertilizer                                                       | AC          | _____                     | _____       | _____       |
| Subtotal Landscape Maintenance:                                  |             |                           |             | _____       |
| <b>9. Erosion Control and Cover Maintenance</b>                  |             |                           |             |             |
| Sodding                                                          | SY          | _____                     | _____       | _____       |
| Regrading                                                        | AC          | _____                     | _____       | _____       |
| Liner Repair                                                     | SY          | _____                     | _____       | _____       |
| Clay                                                             | CY          | _____                     | _____       | _____       |
| Subtotal Erosion Control and Cover Maintenance:                  |             |                           |             | _____       |
| <b>10. Storm Water Management System Maintenance</b>             |             |                           |             |             |
| Conveyance Maintenance                                           | LS          | 1                         | _____       | _____       |
| Subtotal Storm Water Management System Maintenance:              |             |                           |             | _____       |
| <b>11. Security System Maintenance</b>                           |             |                           |             |             |
| Fences                                                           | L6          | 1                         | _____       | _____       |
| Gate(s)                                                          | EA          | _____                     | _____       | _____       |
| Sign(s)                                                          | EA          | _____                     | _____       | _____       |
| Subtotal Security System Maintenance:                            |             |                           |             | _____       |



| Description                                                                | Unit              | Number of<br>Units / Year   | Cost / Unit                                               | Annual Cost       |
|----------------------------------------------------------------------------|-------------------|-----------------------------|-----------------------------------------------------------|-------------------|
| <b>12. Utilities</b>                                                       | LS                | <u>1</u>                    |                                                           |                   |
|                                                                            |                   |                             | Subtotal Utilities:                                       |                   |
| <b>13. Leachate Collection/Treatment Systems Operation</b>                 |                   |                             |                                                           |                   |
| <u>Operation</u>                                                           |                   |                             |                                                           |                   |
| P.E. Supervisor                                                            | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| On-Site Engineer                                                           | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| Office Engineer                                                            | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| OnSite Technician                                                          | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| Materials                                                                  | LS                | <u>1</u>                    | <u>          </u>                                         | <u>          </u> |
|                                                                            |                   |                             | Subtotal Leachate Collection/Treatment Systems Operation: |                   |
| <b>14. Administrative</b>                                                  |                   |                             |                                                           |                   |
| P.E. Supervisor                                                            | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| On-Site Engineer                                                           | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| Office Engineer                                                            | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| OnSite Technician                                                          | HR                | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| Other <u>                    </u>                                          | <u>          </u> | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
|                                                                            |                   |                             | Subtotal Administrative:                                  |                   |
| <b>Subtotal of 1-14 Above:</b> <u>                    </u>                 |                   |                             |                                                           |                   |
| <b>15. Contingency</b>                                                     | <u>          </u> | % of Subtotal of 1-14 Above |                                                           | <u>          </u> |
|                                                                            |                   |                             | Subtotal Contingency:                                     | <u>          </u> |
| Description                                                                | Unit              | Number of<br>Units / Year   | Cost / Unit                                               | Annual Cost       |
| <b>16. Site Specific Costs</b>                                             |                   |                             |                                                           |                   |
| <u>                                    </u>                                | <u>          </u> | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| <u>                                    </u>                                | <u>          </u> | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
| <u>                                    </u>                                | <u>          </u> | <u>          </u>           | <u>          </u>                                         | <u>          </u> |
|                                                                            |                   |                             | Subtotal Site Specific Costs:                             | <u>          </u> |
| <b>ANNUAL LONG-TERM CARE COST (\$ / YEAR):</b> <u>                    </u> |                   |                             |                                                           |                   |
| Number of Years of Long-Term Care: <u>          </u>                       |                   |                             |                                                           |                   |
| <b>TOTAL LONG-TERM CARE COST (\$):</b> <u>                    </u>         |                   |                             |                                                           |                   |

## 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.

|                                                             |                                        |
|-------------------------------------------------------------|----------------------------------------|
| _____<br>Signature                                          | _____<br>Mailing Address               |
| _____<br>Name and Title (please type)                       | _____<br>City, State, Zip Code         |
| _____<br>Date                                               | _____<br>E-Mail address (if available) |
| _____<br>Florida Registration Number<br>(please affix seal) | _____<br>Telephone Number              |

## VII. SIGNATURE BY OWNER/OPERATOR

|                                        |                                |
|----------------------------------------|--------------------------------|
| _____<br>Signature of Applicant        | _____<br>Mailing Address       |
| _____<br>Name and Title (please type)  | _____<br>City, State, Zip Code |
| _____<br>E-Mail address (if available) | _____<br>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 5<sup>th</sup>, 2021

**RE:** 3805 NW 132 Street, LLC: Commission Inquiries

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Per the inquiries from the City Commission regarding the C&D Processing facility at 3805 NW 132<sup>nd</sup> 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**

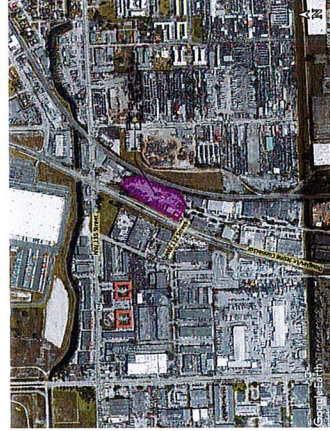
Architecture

Management

Design

8450 nw 201 street  
miami, florida 33189  
754.234.4773

AIA  
NCARB



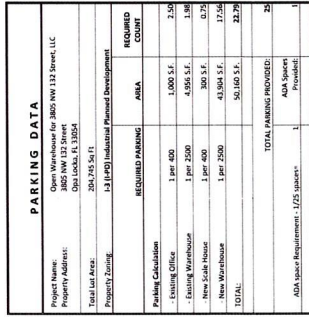
Vicinity Map

Robert J. Lara  
Registered Professional Architect  
State of Florida

G-1



SHEET NUMBER  
C-1



General Note: All drawings, specifications, and notes are to be read in conjunction with the contract documents. The architect is not responsible for the construction of the project. The contractor is responsible for the construction of the project. The architect is not responsible for the construction of the project. The contractor is responsible for the construction of the project.



**Robert J. Lara**  
Architectural  
Management  
Design

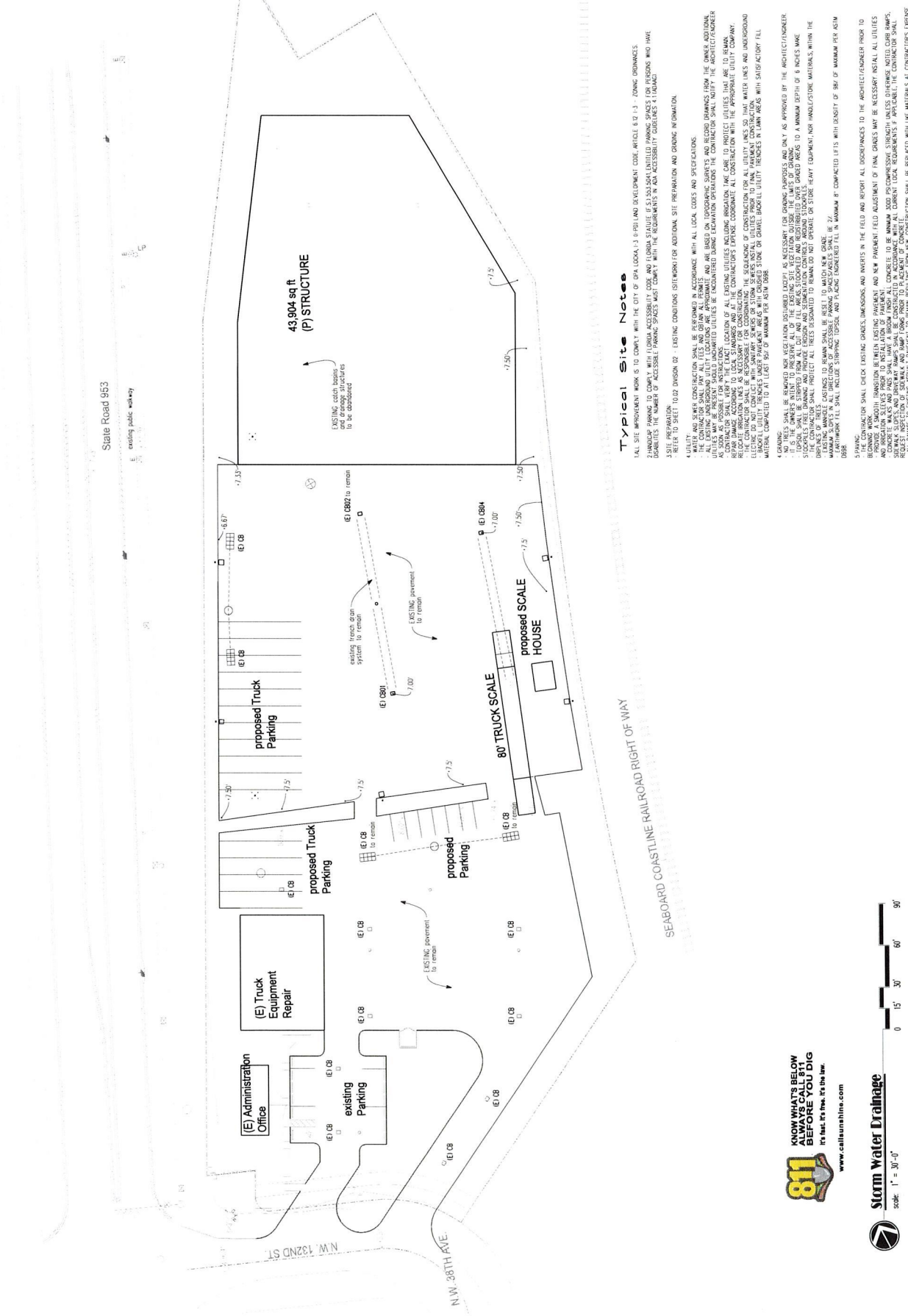
3805 NW 132nd Street  
Opa Locka, FL 33054  
Tel: 305.264.3388  
F: 305.264.4773  
r.lara@robertlara.com

**PROJECT DESCRIPTION**  
New Development for:  
**3805 NW 132nd Street, LLC**  
3805 NW 132nd Street  
Opa Locka, FL 33054

**PROFESSIONAL CERTIFICATION**  
Robert J. Lara, P.E.  
Registration No. 00000001  
State of Florida

| NO. | DATE     | DESCRIPTION    |
|-----|----------|----------------|
| 1   | 10/26/18 | Client Service |
| 2   | 10/26/18 | Client Service |
| 3   | 10/26/18 | Client Service |
| 4   | 10/26/18 | Client Service |
| 5   | 10/26/18 | Client Service |
| 6   | 10/26/18 | Client Service |
| 7   | 10/26/18 | Client Service |
| 8   | 10/26/18 | Client Service |
| 9   | 10/26/18 | Client Service |
| 10  | 10/26/18 | Client Service |

**SHEET NUMBER**  
**C-2**





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www.call811.com



**Storm Water Drainage**  
Scale: 1" = 30'-0"

525

SHEET NUMBER  
L-1



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[www.callsunshine.com](http://www.callsunshine.com)

**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.



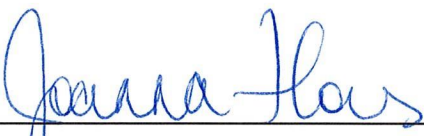
**SECTION 4. EFFECTIVE DATE.**

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.

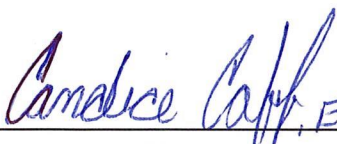
**PASSED AND ADOPTED** this 26<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Matthew A. Pigatt, Mayor

ATTEST:

  
\_\_\_\_\_  
Joanna Flores, City Clerk

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

  
\_\_\_\_\_  
Burnadette Norris-Weeks, P.A.  
City Attorney

Moved by: Commissioner Burke

Seconded by: Commissioner Davis

|                     |     |
|---------------------|-----|
| <u>VOTE:</u>        | 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**

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

|                         |
|-------------------------|
| <b>Proposed Action:</b> |
|-------------------------|

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.

|                    |
|--------------------|
| <b>Attachment:</b> |
|--------------------|

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 are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed apart hereof.
2. **Consideration.** The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. **Definitions.**
  - (a) "Additional Term" means anyone, or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
  - (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
  - (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.
  - (d) "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
  - (e) "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement. 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.
- (l) "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 be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.
7. **Termination.** No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.
8. **Expiration / Termination / Default.** Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Zoning Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, equitable estoppel or otherwise.
9. **Development Conditions.** In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:
  - (a) All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the City in accordance with Miami-Dade County permitting requirements.
  - (b) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
  - (c) All signage shall comply with all city sign code ordinance requirements.
  - (d) Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan 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 be required.]
- (g) The Owner will not physically alter or substitute the design of structures, materials and colors included in the Materials Recovery Facility (MRF), Construction & Demolition, (C&D), Wood Vegetation Material Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- (h) Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- (i) 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 parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.
17. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at:                      City Manager  
                                                 City of Opa-Locka  
                                                 780 Fisherman Street  
                                                 Opa-Locka, Florida 33054

With a copy to:                      Law Offices of Burnadette Norris-Weeks, P.A.  
                                                 City Attorney  
                                                 City of Opa Locka  
                                                 780 Fisherman Street  
                                                 Opa-Locka, Florida 33054  
                                                 And  
                                                 401 North Avenue of the Arts  
                                                 Ft. Lauderdale, FL 33311

If to the Owner at:                      Project Owner:  
                                                 3805 NW 132 Street, LLC  
                                                 3805 NW 132nd Street,  
                                                 Opa-Locka, FL 33054

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 laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

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: Condice Cliff, Esq. For  
Bernadette 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: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

\_\_\_\_\_  
Print, Type of Stamp Name of Notary

**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: \_\_\_\_\_

Type of Identification Produced:  
\_\_\_\_\_

\_\_\_\_\_  
Print, Type of Stamp Name of Notary

**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 132<sup>ND</sup> STREET, LLC  
                                          3805 NW 132<sup>ND</sup> STREET,  
                                          OPA-LOCKA, FL 33054

**PROPERTY ADDRESS:**   3805 NW 132<sup>ND</sup> 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 132<sup>ND</sup> STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

**Bala:** I don't have a presentation. However; this will take place in an enclosed warehouse

**Chairman Guerrero:** What is the use?

**Bala:** A truck parking facility.

***Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.***

**Mr. Delaine:** Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

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

|                    |     |
|--------------------|-----|
| Germane Barnes     | Yes |
| Claudienne Hibbert | Yes |
| Dawn Mangham       | Yes |
| Elio Guerrero      | Yes |

- 6. APPLICANT NAME:** ARMANDO DE LEON  
P.O. BOX 160938  
HIALEAH, FL 33016
- PROPERTY OWNER :** 3805 NW 132<sup>ND</sup> STREET, LLC  
3805 NW 132<sup>ND</sup> STREET,  
OPA-LOCKA, FL 33054
- PROPERTY ADDRESS:** 3805 NW 132<sup>ND</sup> 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 132<sup>ND</sup> 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 132<sup>ND</sup> STREET, LLC  
                                          3805 NW 132<sup>ND</sup> STREET,  
                                          OPA-LOCKA, FL 33054

**PROPERTY ADDRESS:**   3805 NW 132<sup>ND</sup> 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 132<sup>ND</sup> 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 132<sup>nd</sup> Street  
Opa-Locka, Florida



Richard Garcia & Associates, Inc.

May 17<sup>th</sup>, 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 132<sup>nd</sup> Street  
Opa-Locka, Florida

Florida Registration No. 54886

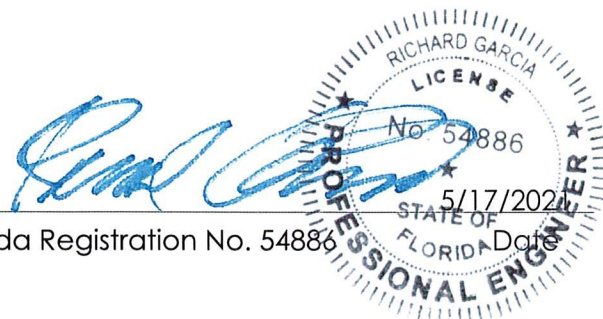


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- Appendix 2: Trip Distribution & Driveway Trips

## 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 132<sup>nd</sup> 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 132<sup>nd</sup> 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, 10<sup>th</sup> 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 132<sup>nd</sup> 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 132<sup>nd</sup> 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**

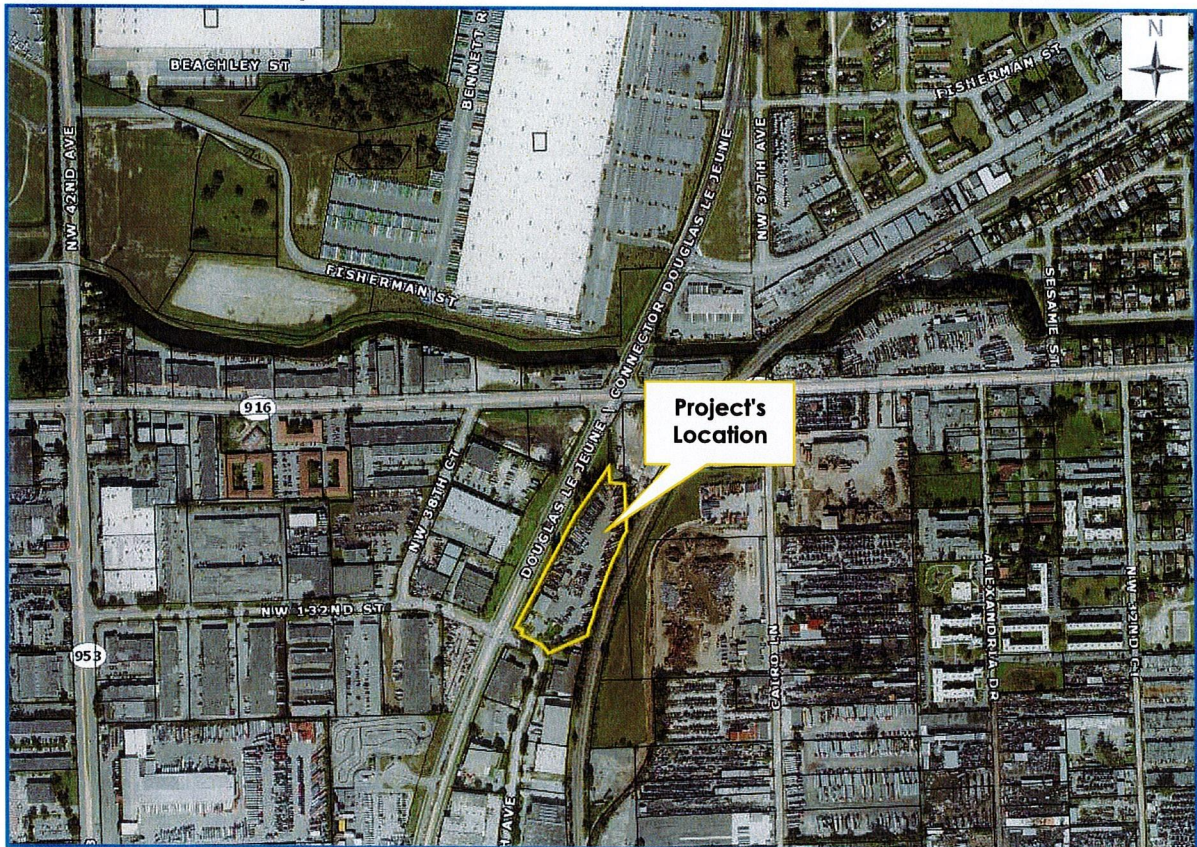
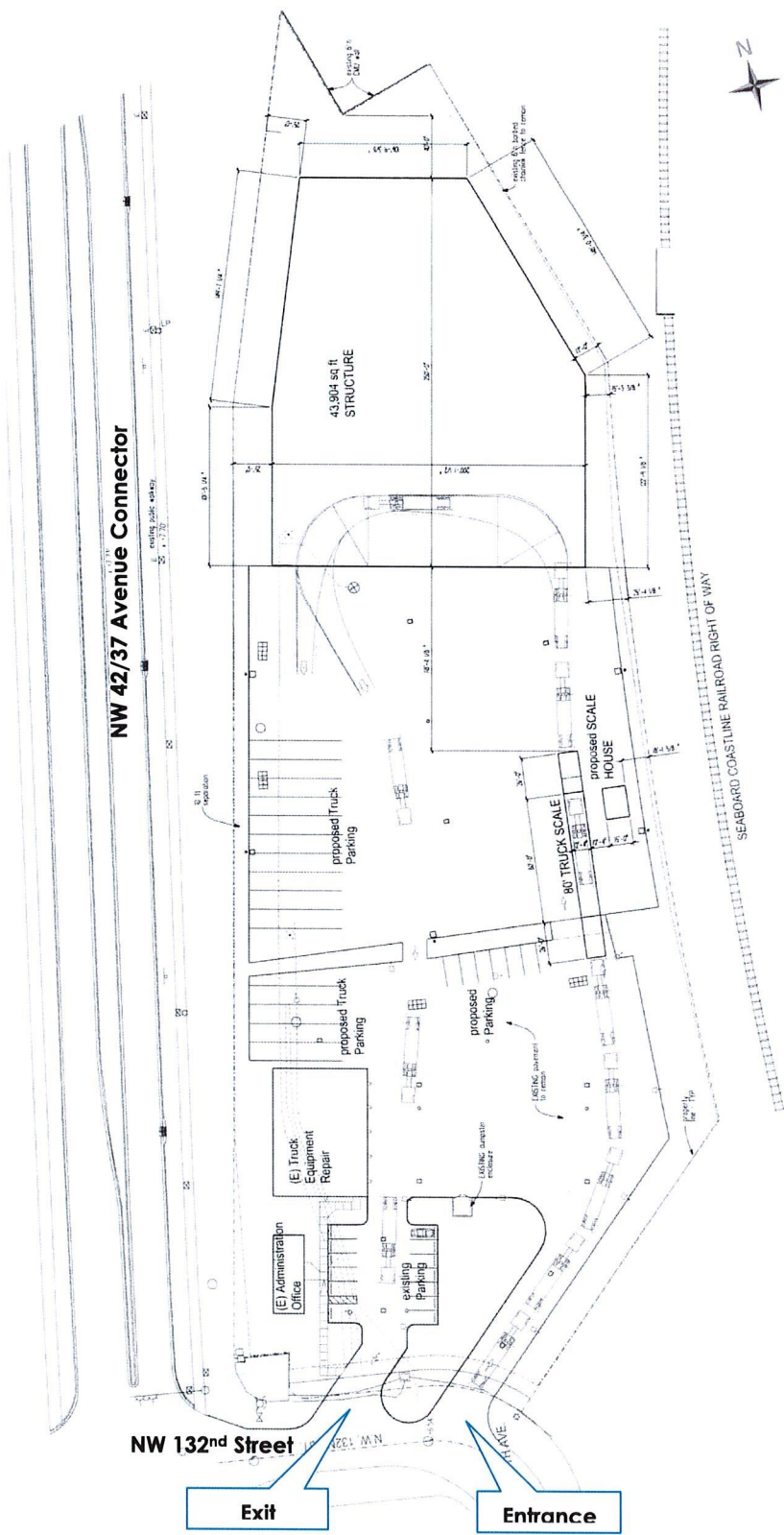




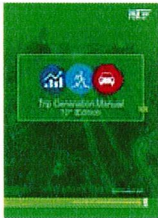
Figure 2: Site Plan



## 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, 3<sup>rd</sup> Edition* while the trip generation characteristics were obtained from ITE's *Trip Generation Manual, 10<sup>th</sup> 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     |
| <b>Proposed</b>                                   |               |             |                          |                    |          |           |
| General Light Industrial (Recycling Facility)     | 43.904 Th.SF. | 110         | 0.70                     | 27                 | 4        | 31        |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>27</b>          | <b>4</b> | <b>31</b> |

**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     |
| <b>Proposed</b>                                   |               |             |                          |                    |           |           |
| General Light Industrial (Recycling Facility)     | 43.904 Th.SF. | 110         | 0.63                     | 4                  | 24        | 28        |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>4</b>           | <b>24</b> | <b>28</b> |

**Notes:**

Sources: ITE Trip Generation, 10th Edition & ITE Trip Generation Handbook, 3rd Edition.

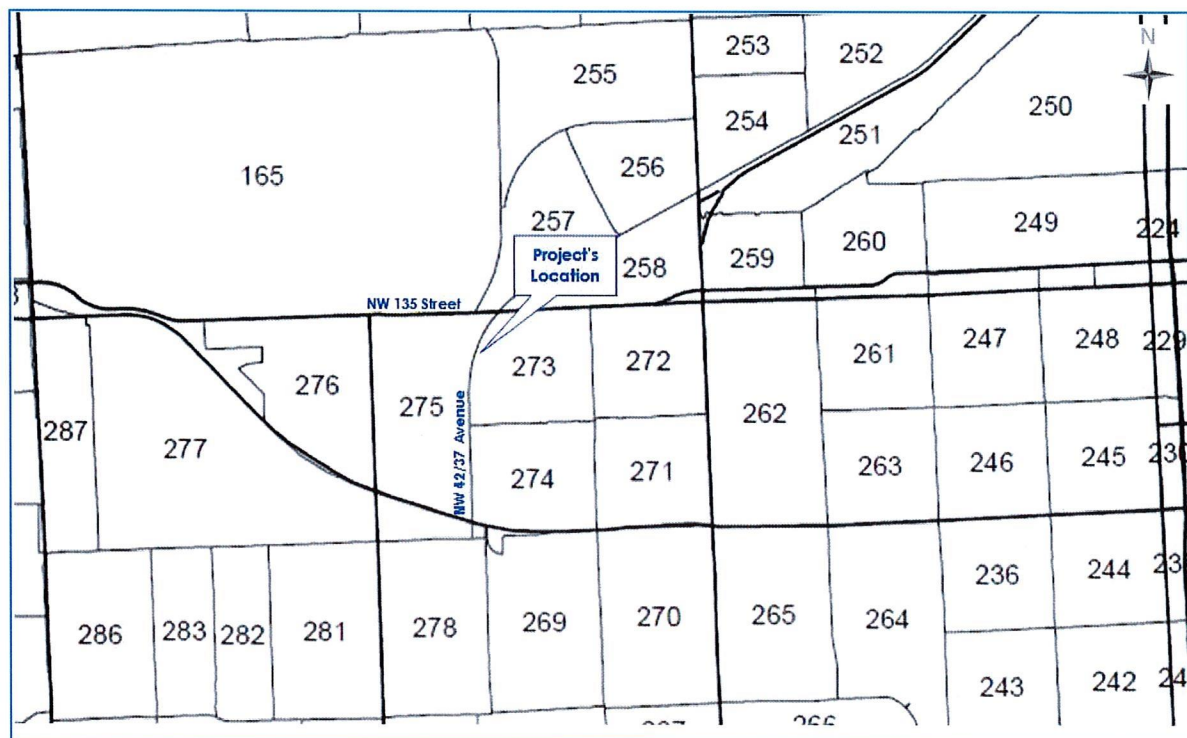
Th.SF.= 1,000 Square Feet



### 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**



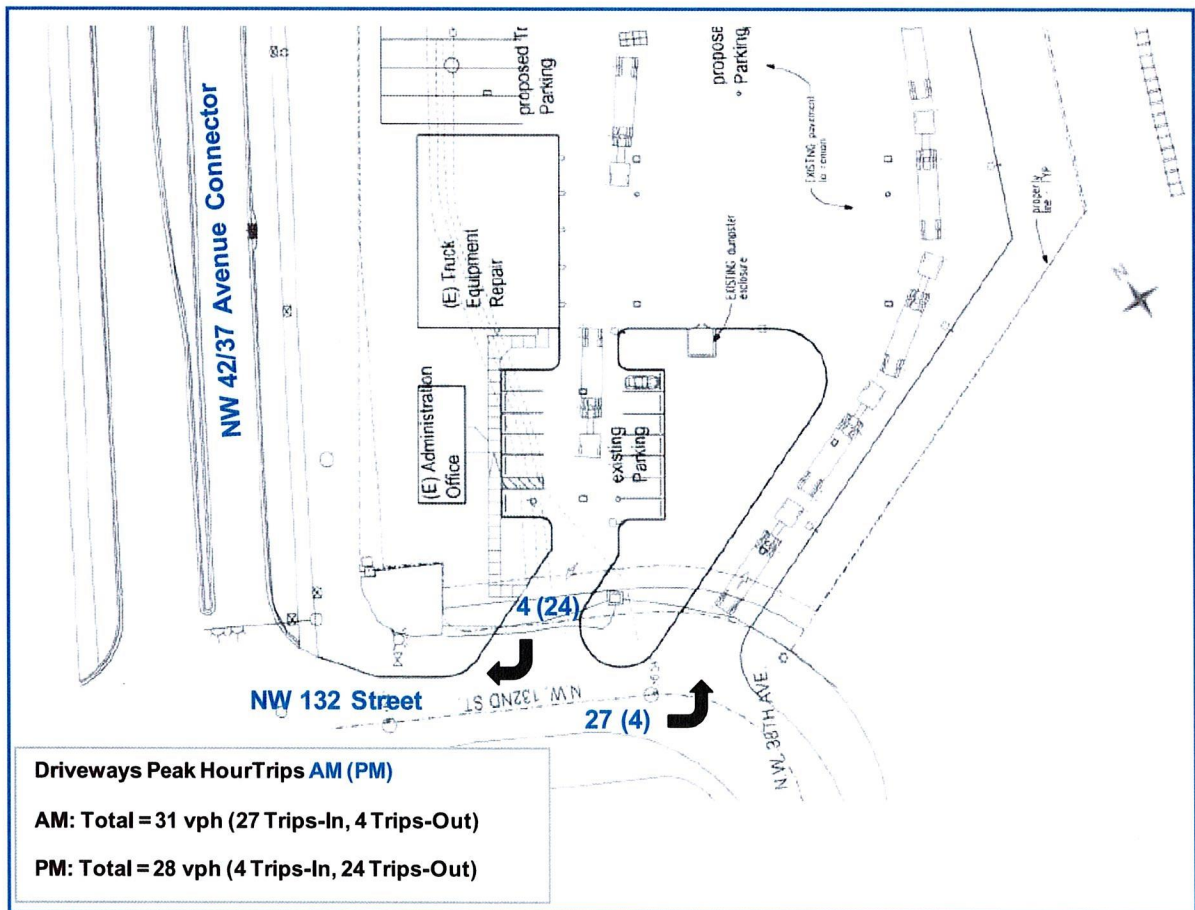
**Table 3: Directional Trip Distribution Percentages**

| DIRECTION    | DISTRIBUTION PERCENTAGES (%) |               |               |
|--------------|------------------------------|---------------|---------------|
|              | MIAMI-DADE LRTP MODEL YEAR   |               | DESIGN YEAR   |
|              | 2015                         | 2045          | 2022          |
| <b>NNE</b>   | 17.40                        | 14.80         | 16.79         |
| <b>ENE</b>   | 17.30                        | 16.00         | 17.00         |
| <b>ESE</b>   | 7.90                         | 6.00          | 7.46          |
| <b>SSE</b>   | 12.10                        | 14.50         | 12.66         |
| <b>SSW</b>   | 18.00                        | 17.30         | 17.84         |
| <b>WSW</b>   | 8.80                         | 11.30         | 9.38          |
| <b>WNW</b>   | 6.20                         | 7.50          | 6.50          |
| <b>NNW</b>   | 12.30                        | 12.60         | 12.37         |
| <b>TOTAL</b> | <b>100.00</b>                | <b>100.00</b> | <b>100.00</b> |

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 (%)<br>DESIGN YEAR | DIRECTION    | DISTRIBUTION   | AM PEAK HOUR TRIPS |          |           | PM PEAK HOUR TRIPS |           |           |
|--------------|---------------------------------|--------------|----------------|--------------------|----------|-----------|--------------------|-----------|-----------|
|              |                                 |              |                | IN                 | OUT      | TOTAL     | IN                 | OUT       | TOTAL     |
| <b>NNE</b>   | 16.79                           | <b>NORTH</b> | 29.16%         | 8                  | 1        | 9         | 1                  | 7         | 8         |
| <b>ENE</b>   | 17.00                           |              |                |                    |          |           |                    |           |           |
| <b>ESE</b>   | 7.46                            | <b>EAST</b>  | 24.45%         | 7                  | 1        | 8         | 1                  | 6         | 7         |
| <b>SSE</b>   | 12.66                           |              |                |                    |          |           |                    |           |           |
| <b>SSW</b>   | 17.84                           | <b>SOUTH</b> | 30.50%         | 8                  | 2        | 10        | 2                  | 7         | 9         |
| <b>WSW</b>   | 9.38                            |              |                |                    |          |           |                    |           |           |
| <b>WNW</b>   | 6.50                            | <b>WEST</b>  | 15.89%         | 4                  | 0        | 4         | 0                  | 4         | 4         |
| <b>NNW</b>   | 12.37                           |              |                |                    |          |           |                    |           |           |
| <b>TOTAL</b> | <b>100.00</b>                   |              | <b>100.00%</b> | <b>27</b>          | <b>4</b> | <b>31</b> | <b>4</b>           | <b>24</b> | <b>28</b> |

**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       |
| <b>Proposed</b>                                   |               |             |                          |                    |           |            |           |
| General Light Industrial (Recycling Facility)     | 43,904 Th.SF. | 110         | 0.70                     | 88%                | 27        | 12%        | 4         |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>88%</b>         | <b>27</b> | <b>12%</b> | <b>4</b>  |
|                                                   |               |             |                          |                    |           |            | <b>31</b> |

**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       |
| <b>Proposed</b>                                   |               |             |                          |                    |          |            |           |
| General Light Industrial (Recycling Facility)     | 43,904 Th.SF. | 110         | 0.63                     | 13%                | 4        | 87%        | 24        |
| <b>External Trips (Proposed Site Gross Trips)</b> |               |             |                          | <b>13%</b>         | <b>4</b> | <b>87%</b> | <b>24</b> |
|                                                   |               |             |                          |                    |          |            | <b>28</b> |

**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: 58% entering, 12% exiting

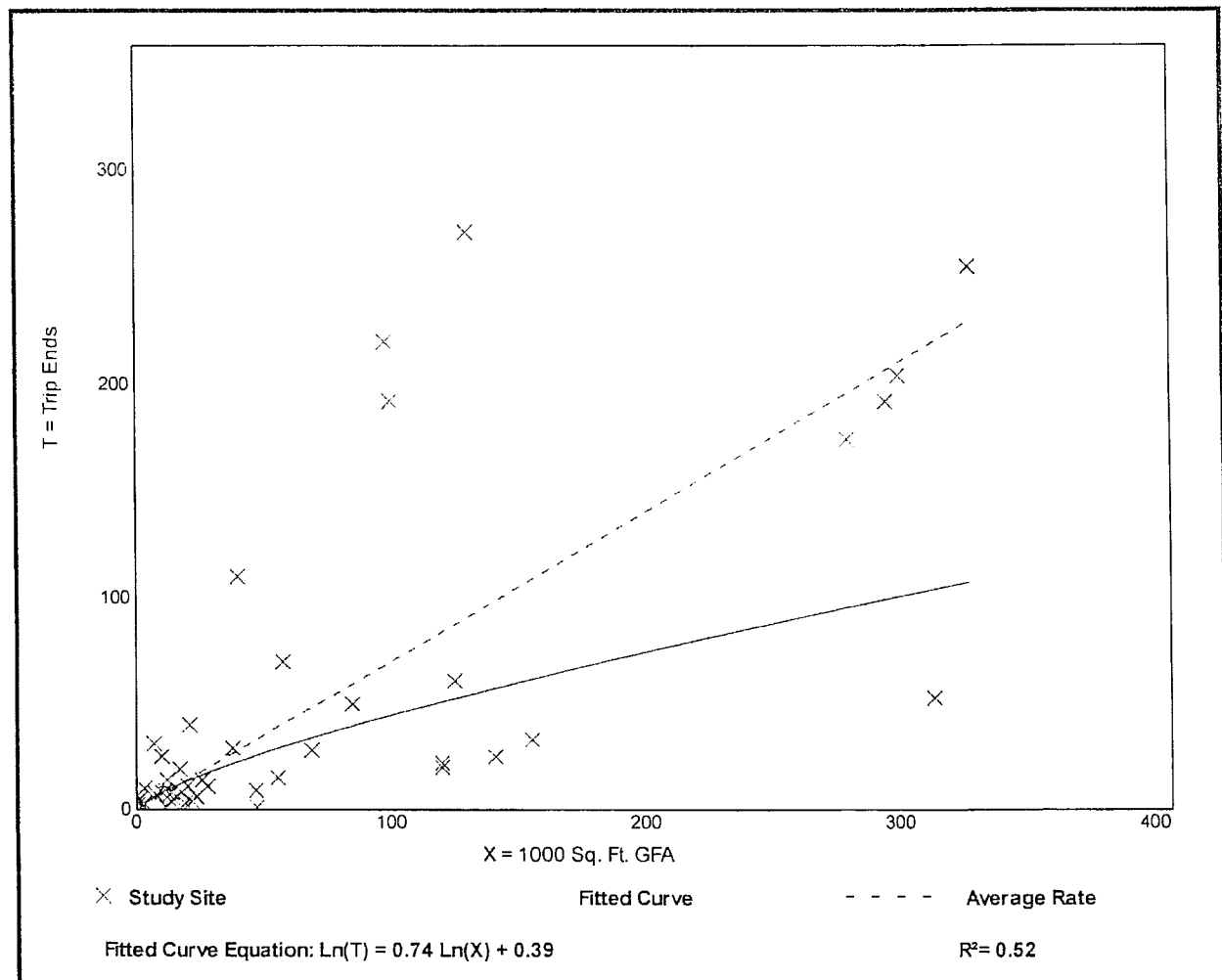
## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate  
0.70

Range of Rates  
0.02 - 4.46

Standard Deviation  
0.65

## Data Plot and Equation



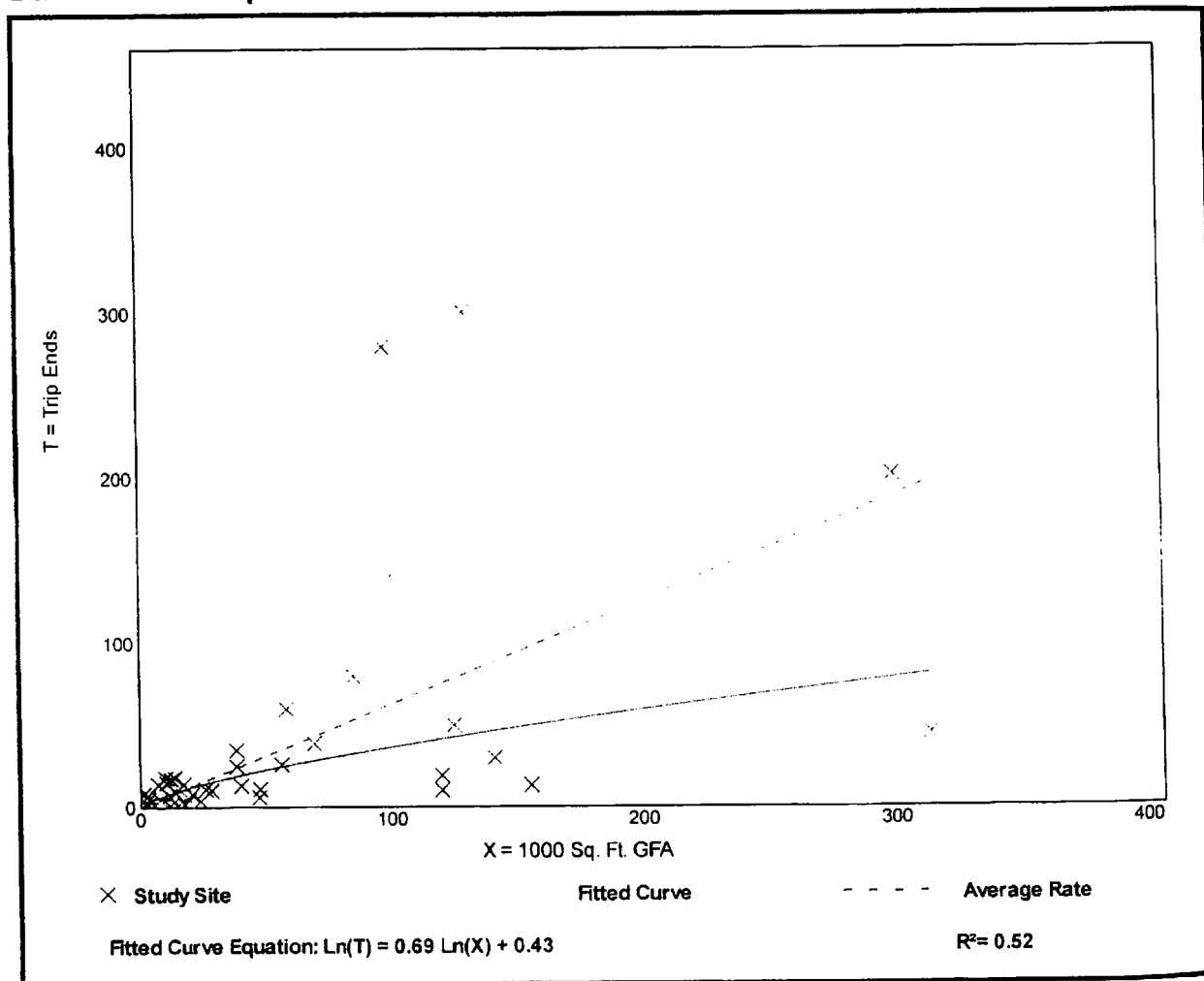
# General Light Industrial (110)

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

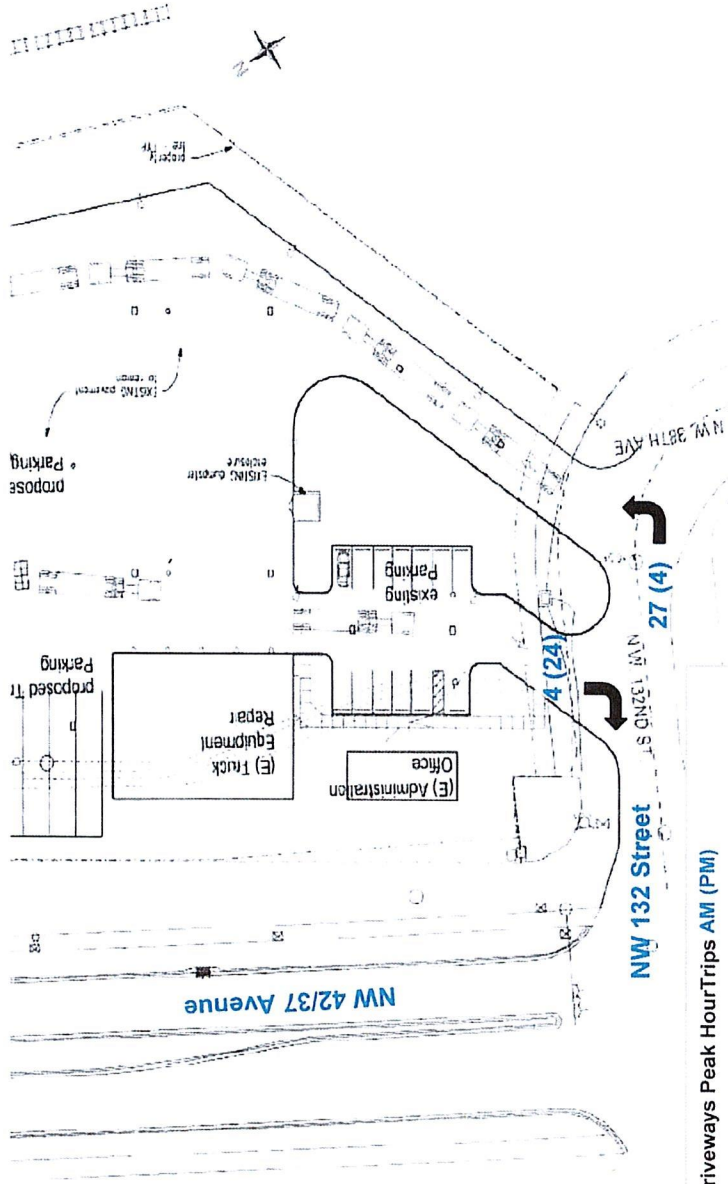


## Appendix 2: Trip Distribution & Driveway Trips



# 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 (%)<br>DESIGN YEAR | DIRECTION | DISTRIBUTION   | AM PEAK HOUR TRIPS |          |           |
|--------------|---------------------------------|-----------|----------------|--------------------|----------|-----------|
|              |                                 |           |                | IN                 | OUT      | TOTAL     |
| NNE          | 16.79                           | NORTH     | 29.16%         | 8                  | 1        | 9         |
| ENE          | 17.00                           |           |                |                    |          |           |
| ESE          | 7.46                            | EAST      | 24.45%         | 7                  | 1        | 8         |
| SSE          | 12.66                           |           |                |                    |          |           |
| SSW          | 17.84                           | SOUTH     | 30.50%         | 8                  | 2        | 10        |
| WSW          | 9.38                            |           |                |                    |          |           |
| WNW          | 6.50                            | WEST      | 15.89%         | 4                  | 0        | 4         |
| NNW          | 12.37                           |           |                |                    |          |           |
| <b>TOTAL</b> | <b>100.00</b>                   |           | <b>100.00%</b> | <b>27</b>          | <b>4</b> | <b>31</b> |

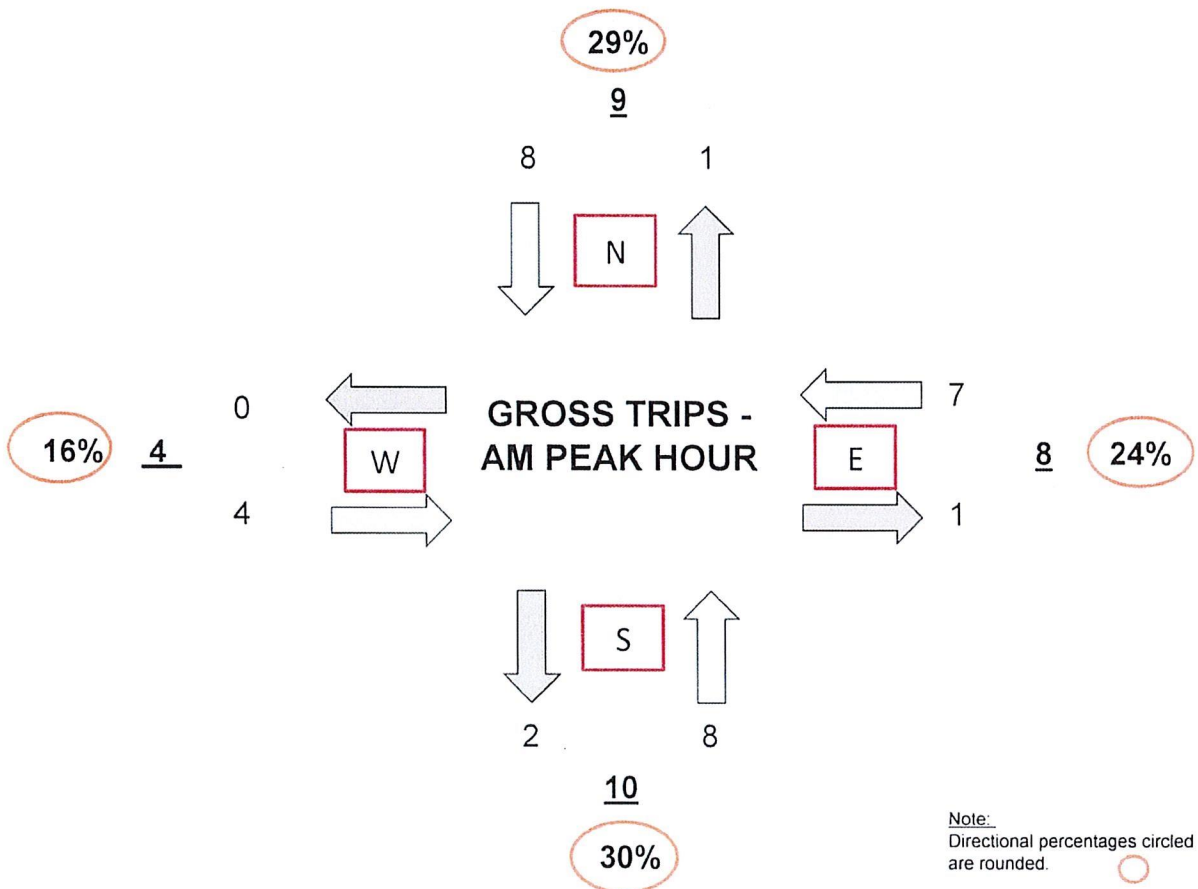




TABLE: A3-1

**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         |
| <b>TOTAL</b> | <b>100.00</b>                | <b>100.00</b> | <b>100.00</b> | <b>27</b>          | <b>4</b> | <b>31</b> |

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  
 TRIPS: IN OUT TOTAL  
 PERCENT: 27 4 31  
 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         |
| <b>TOTAL</b> | <b>100.00</b>  | <b>27.000</b> | <b>27</b> | <b>4.000</b> | <b>4</b> | <b>31</b> |

TABLE: A4

**Cardinal Distribution**  
**PM Peak Hour (Weekday)**  
**Traffic Analysis Zone (TAZ) 273**  
 Project Name: Recycling Facility

| DIRECTION    | DISTRIBUTION (%)<br>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                           |           |                |                    |           |           |
| <b>TOTAL</b> | <b>100.00</b>                   |           | <b>100.00%</b> | <b>4</b>           | <b>24</b> | <b>28</b> |

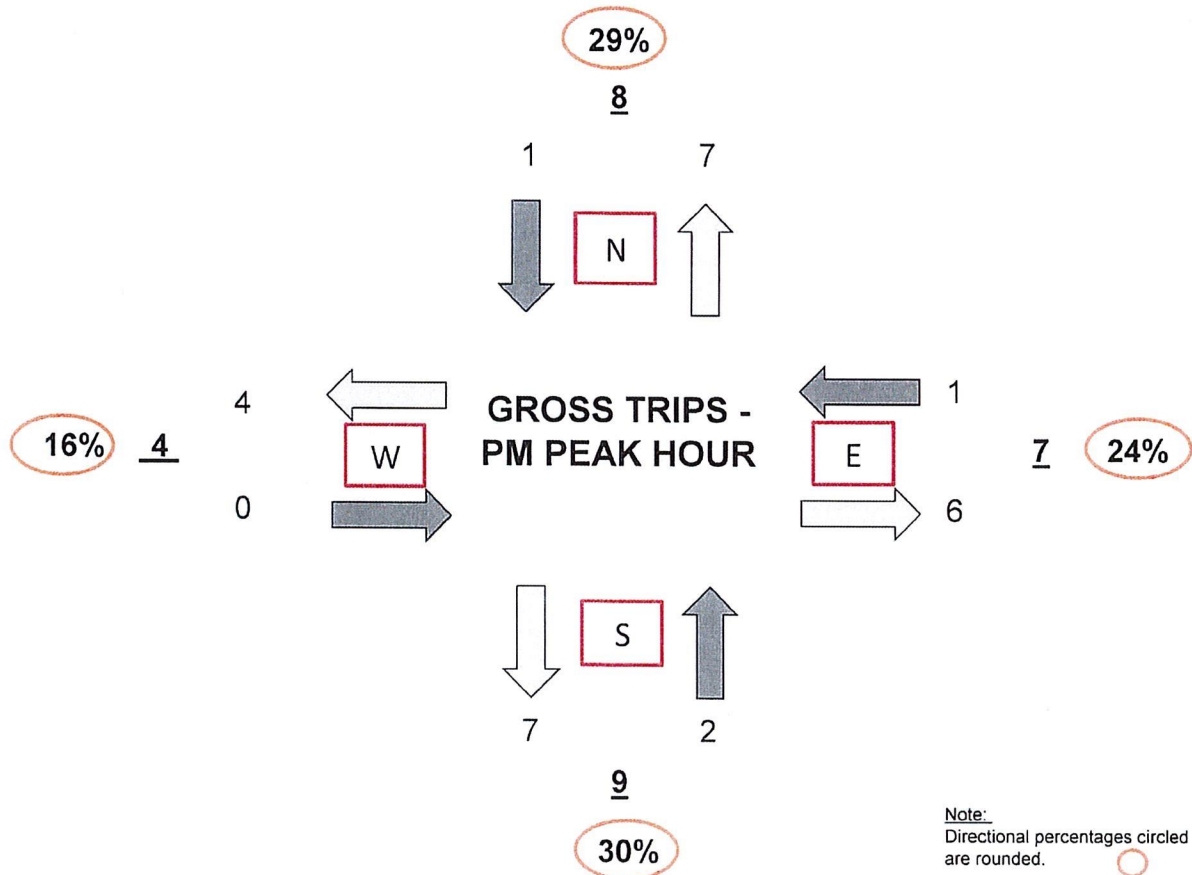


TABLE: A4-1

**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:

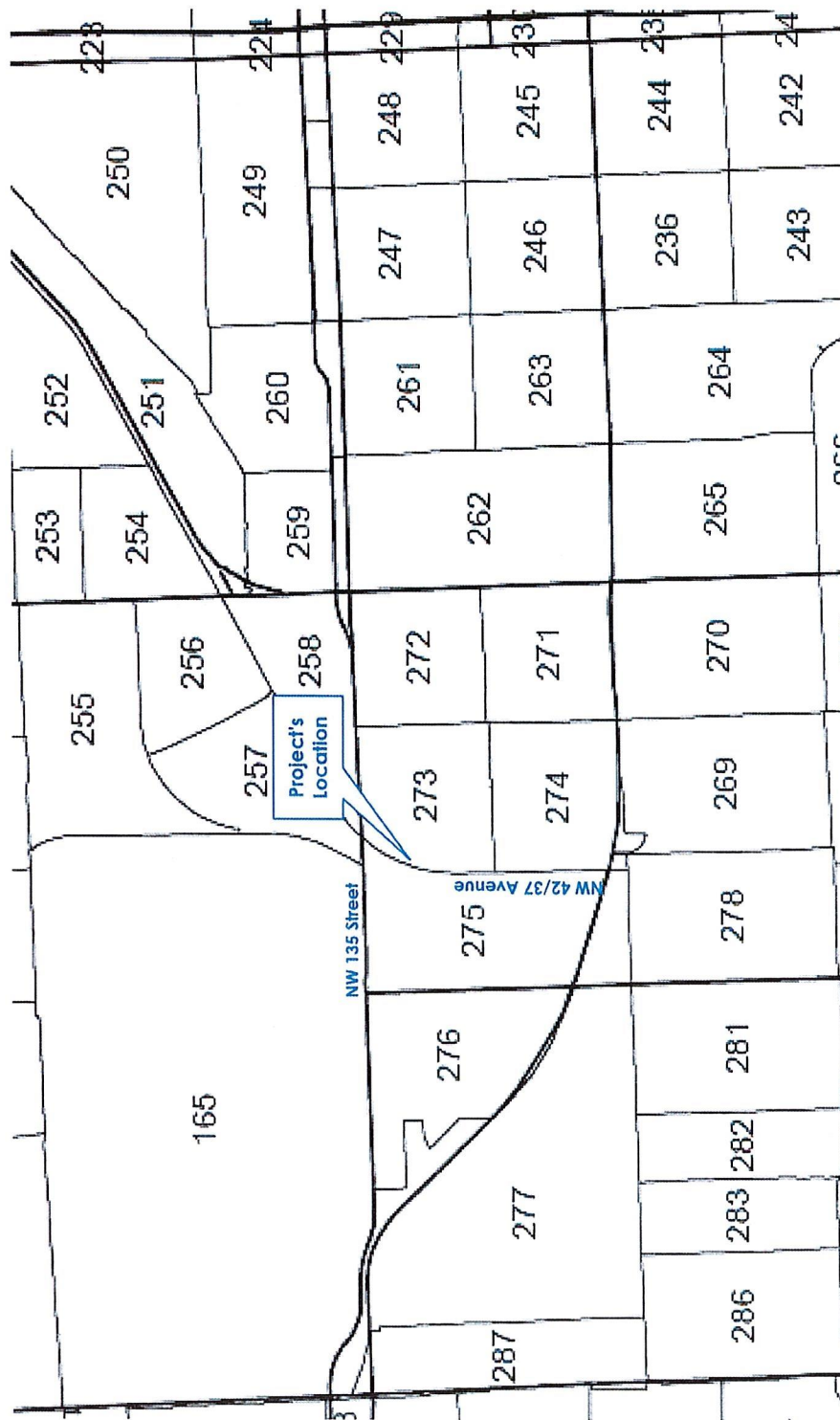
Based on Miami-Dade Transportation Planning Organization 2045 LRTP Directional Trip Distribution Report, September 2019. Since the current data is only available for the model years 2015 and 2045, the eight (8) cardinal directions were interpolated to the design year of 2022.

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         |
| <b>TOTAL</b> | <b>100.00</b>  | <b>4.000</b> | <b>4</b> | <b>24.000</b> | <b>24</b> | <b>28</b> |

## 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 5<sup>th</sup>, 2021

**RE:** 3805 NW 132 Street, LLC: Commission Inquiries

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Per the inquiries from the City Commission regarding the C&D Processing facility at 3805 NW 132<sup>nd</sup> 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**



# 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<br>Began<br>Accepting<br>Waste | Active Life of<br>Unit From Date<br>of Initial Receipt<br>of Waste | If active:<br>Remaining<br>life of unit | If closed:<br>Date last<br>waste<br>received | If closed:<br>Official<br>date of<br>closing |
|--------------|-------|------------------------------------------|--------------------------------------------------------------------|-----------------------------------------|----------------------------------------------|----------------------------------------------|
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |
|              |       |                                          |                                                                    |                                         |                                              |                                              |

Total disposal unit acreage included in this estimate: \_\_\_\_\_ Closure: \_\_\_\_\_ Long-Term Care: \_\_\_\_\_

Facility type: ☐ Class I ☐ Class III ☐ C&D Debris Disposal  
(Check all that apply) ☐ 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 Pkwy.  
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 adjustment 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](http://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<br>Closing Cost Estimate: | Current Year Inflation<br>Factor, <b>e.g. 1.02</b> |   | Inflation Adjusted Closing<br>Cost Estimate: |
| _____                                                | × _____                                            | = | _____                                        |

This adjustment is based on the Department approved long-term care cost estimate dated: \_\_\_\_\_

|                                                                              |                                                    |   |                                                               |
|------------------------------------------------------------------------------|----------------------------------------------------|---|---------------------------------------------------------------|
| Latest Department Approved<br>Annual <b>Long-Term Care</b><br>Cost Estimate: | Current Year Inflation<br>Factor, <b>e.g. 1.02</b> |   | Inflation Adjusted Annual<br>Long-Term Care Cost<br>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 exp  
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<br>of Units | Cost / Unit | Total Cost |
|----------------------------------------------------------------------------------|------|--------------------|-------------|------------|
| <b>1. Proposed Monitoring Wells (Do not include wells already in existence.)</b> |      |                    |             |            |
| EA                                                                               |      |                    |             |            |
| Subtotal Proposed Monitoring Wells:                                              |      |                    |             |            |
| <b>2. Slope and Fill (bedding layer between waste and barrier layer):</b>        |      |                    |             |            |
| Excavation                                                                       | CY   |                    |             |            |
| Placement and Spreading                                                          | CY   |                    |             |            |
| Compaction                                                                       | CY   |                    |             |            |
| Off-Site Material                                                                | CY   |                    |             |            |
| Delivery                                                                         | CY   |                    |             |            |
| Subtotal Slope and Fill:                                                         |      |                    |             |            |
| <b>3. Cover Material (Barrier Layer):</b>                                        |      |                    |             |            |
| Off-Site Clay                                                                    | CY   |                    |             |            |
| Synthetics - 40 mil                                                              | SY   |                    |             |            |
| Synthetics - GCL                                                                 | SY   |                    |             |            |
| Synthetics - Geonet                                                              | SY   |                    |             |            |
| Synthetics - Other (explain)                                                     |      |                    |             |            |
| Subtotal Cover Material:                                                         |      |                    |             |            |
| <b>4. Top Soil Cover:</b>                                                        |      |                    |             |            |
| Off-Site Material                                                                | CY   |                    |             |            |
| Delivery                                                                         | CY   |                    |             |            |
| Spread                                                                           | CY   |                    |             |            |
| Subtotal Top Soil Cover:                                                         |      |                    |             |            |
| <b>5. Vegetative Layer</b>                                                       |      |                    |             |            |
| Sodding                                                                          | SY   |                    |             |            |
| Hydroseeding                                                                     | AC   |                    |             |            |
| Fertilizer                                                                       | AC   |                    |             |            |
| Mulch                                                                            | AC   |                    |             |            |
| Other (explain)                                                                  |      |                    |             |            |
| Subtotal Vegetative Layer:                                                       |      |                    |             |            |
| <b>6. Stormwater Control System:</b>                                             |      |                    |             |            |
| 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 |
|------------------------------------------|-------|-----------------|-------------|------------|
| <b>7. Passive Gas Control:</b>           |       |                 |             |            |
| Wells                                    | EA    | _____           | _____       | _____      |
| Pipe and Fittings                        | LF    | _____           | _____       | _____      |
| Monitoring Probes                        | EA    | _____           | _____       | _____      |
| NSPS/Title V requirements                | LS    | 1               | _____       | _____      |
| Subtotal Passive Gas Control:            |       |                 |             | _____      |
| <b>8. Active Gas Extraction Control:</b> |       |                 |             |            |
| 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:  |       |                 |             | _____      |
| <b>9. Security System:</b>               |       |                 |             |            |
| Fencing                                  | LF    | _____           | _____       | _____      |
| Gate(s)                                  | EA    | _____           | _____       | _____      |
| Sign(s)                                  | EA    | _____           | _____       | _____      |
| Subtotal Security System:                |       |                 |             | _____      |
| <b>10. Engineering:</b>                  |       |                 |             |            |
| 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 |
|----------------------------------|----------------------------|-------------|--------------------------|-------------|------------|
| <b>11. Professional Services</b> |                            |             |                          |             |            |
|                                  | <u>Contract Management</u> |             | <u>Quality Assurance</u> |             |            |
| 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                          |
|-----------------------------------------|-------------------------------------|
| <b>13. Site Specific Costs</b>          |                                     |
| 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<br>(Events / Year) | Number of Wells | (Cost / Well) / Event | Annual Cost |
|--------------------------------------------------------------------------|---------------------------------------|-----------------|-----------------------|-------------|
| <b>1. Groundwater Monitoring [62-701.510(6), and (8)(a)]</b>             |                                       |                 |                       |             |
| Monthly                                                                  | 12                                    | _____           | _____                 | _____       |
| Quarterly                                                                | 4                                     | _____           | _____                 | _____       |
| Semi-Annually                                                            | 2                                     | _____           | _____                 | _____       |
| Annually                                                                 | 1                                     | _____           | _____                 | _____       |
| Subtotal Groundwater Monitoring:                                         |                                       |                 |                       | _____       |
| <b>2. Surface Water Monitoring [62-701.510(4), and (8)(b)]</b>           |                                       |                 |                       |             |
| Monthly                                                                  | 12                                    | _____           | _____                 | _____       |
| Quarterly                                                                | 4                                     | _____           | _____                 | _____       |
| Semi-Annually                                                            | 2                                     | _____           | _____                 | _____       |
| Annually                                                                 | 1                                     | _____           | _____                 | _____       |
| Subtotal Surface Water Monitoring:                                       |                                       |                 |                       | _____       |
| <b>3. Gas Monitoring [62-701.400(10)]</b>                                |                                       |                 |                       |             |
| Monthly                                                                  | 12                                    | _____           | _____                 | _____       |
| Quarterly                                                                | 4                                     | _____           | _____                 | _____       |
| Semi-Annually                                                            | 2                                     | _____           | _____                 | _____       |
| Annually                                                                 | 1                                     | _____           | _____                 | _____       |
| Subtotal Gas Monitoring:                                                 |                                       |                 |                       | _____       |
| <b>4. Leachate Monitoring [62-701.510(5), (6)(b) and 62-701.510(8)c]</b> |                                       |                 |                       |             |
| Monthly                                                                  | 12                                    | _____           | _____                 | _____       |
| Quarterly                                                                | 4                                     | _____           | _____                 | _____       |
| Semi-Annually                                                            | 2                                     | _____           | _____                 | _____       |
| Annually                                                                 | 1                                     | _____           | _____                 | _____       |
| Other (explain) _____                                                    | _____                                 | _____           | _____                 | _____       |
| Subtotal Leachate Monitoring:                                            |                                       |                 |                       | _____       |

| Description                                                 | Unit | Number of Units / Year | Cost / Unit | Annual Cost |
|-------------------------------------------------------------|------|------------------------|-------------|-------------|
| <b>5. Leachate Collection/Treatment Systems Maintenance</b> |      |                        |             |             |
| <u>Maintenance</u>                                          |      |                        |             |             |
| Collection Pipes                                            | LF   | _____                  | _____       | _____       |
| Sumps, Traps                                                | EA   | _____                  | _____       | _____       |
| Lift Stations                                               | EA   | _____                  | _____       | _____       |
| Cleaning                                                    | LS   | 1                      | _____       | _____       |
| Tanks                                                       | EA   | _____                  | _____       | _____       |

| Description                                          | Unit        | Number of<br>Units / Year | Cost / Unit                                                      | Annual Cost |
|------------------------------------------------------|-------------|---------------------------|------------------------------------------------------------------|-------------|
| <b>5. (continued)</b>                                |             |                           |                                                                  |             |
| <u>Impoundments</u>                                  |             |                           |                                                                  |             |
| Liner Repair                                         | SY          | _____                     | _____                                                            | _____       |
| Sludge Removal                                       | CY          | _____                     | _____                                                            | _____       |
| <u>Aeration Systems</u>                              |             |                           |                                                                  |             |
| Floating Aerators                                    | EA          | _____                     | _____                                                            | _____       |
| Spray Aerators                                       | EA          | _____                     | _____                                                            | _____       |
| <u>Disposal</u>                                      |             |                           |                                                                  |             |
| Off-site (Includes<br>transportation and disposal)   | 1000 gallon | _____                     | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Leachate Collection / Treatment<br>Systems Maintenance: | _____       |
| <b>6. Groundwater Monitoring Well Maintenance</b>    |             |                           |                                                                  |             |
| Monitoring Wells                                     | LF          | _____                     | _____                                                            | _____       |
| Replacement                                          | EA          | _____                     | _____                                                            | _____       |
| Abandonment                                          | EA          | _____                     | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Groundwater Monitoring Well Maintenance:                | _____       |
| <b>7. Gas System Maintenance</b>                     |             |                           |                                                                  |             |
| Piping, Vents                                        | LF          | _____                     | _____                                                            | _____       |
| Blowers                                              | EA          | _____                     | _____                                                            | _____       |
| Flaring Units                                        | EA          | _____                     | _____                                                            | _____       |
| Meters, Valves                                       | EA          | _____                     | _____                                                            | _____       |
| Compressors                                          | EA          | _____                     | _____                                                            | _____       |
| Flame Arrestors                                      | EA          | _____                     | _____                                                            | _____       |
| Operation                                            | LS          | 1                         | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Gas System Maintenance:                                 | _____       |
| <b>8. Landscape Maintenance</b>                      |             |                           |                                                                  |             |
| Mowing                                               | AC          | _____                     | _____                                                            | _____       |
| Fertilizer                                           | AC          | _____                     | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Landscape Maintenance:                                  | _____       |
| <b>9. Erosion Control and Cover Maintenance</b>      |             |                           |                                                                  |             |
| Sodding                                              | SY          | _____                     | _____                                                            | _____       |
| Regrading                                            | AC          | _____                     | _____                                                            | _____       |
| Liner Repair                                         | SY          | _____                     | _____                                                            | _____       |
| Clay                                                 | CY          | _____                     | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Erosion Control and Cover Maintenance:                  | _____       |
| <b>10. Storm Water Management System Maintenance</b> |             |                           |                                                                  |             |
| Conveyance Maintenance                               | LS          | 1                         | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Storm Water Management System Maintenance:              | _____       |
| <b>11. Security System Maintenance</b>               |             |                           |                                                                  |             |
| Fences                                               | L6          | 1                         | _____                                                            | _____       |
| Gate(s)                                              | EA          | _____                     | _____                                                            | _____       |
| Sign(s)                                              | EA          | _____                     | _____                                                            | _____       |
|                                                      |             |                           | Subtotal Security System Maintenance:                            | _____       |

| Description         | Unit | Number of<br>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<br>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.

|                                                             |                                        |
|-------------------------------------------------------------|----------------------------------------|
| _____<br>Signature                                          | _____<br>Mailing Address               |
| _____<br>Name and Title (please type)                       | _____<br>City, State, Zip Code         |
| _____<br>Date                                               | _____<br>E-Mail address (if available) |
| _____<br>Florida Registration Number<br>(please affix seal) | _____<br>Telephone Number              |

## VII. SIGNATURE BY OWNER/OPERATOR

|                                        |                                |
|----------------------------------------|--------------------------------|
| _____<br>Signature of Applicant        | _____<br>Mailing Address       |
| _____<br>Name and Title (please type)  | _____<br>City, State, Zip Code |
| _____<br>E-Mail address (if available) | _____<br>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: \$ 7,000.00 New Fees as of October 1, 2015

### FY 2020-2021 Meeting Dates 1st Tuesday of Each Month)

### Date Application Found Sufficient

October 5, 2021  
November 2, 2021  
December 7, 2021  
January 4, 2022  
February 1, 2022  
March 1, 2022  
April 5, 2022  
May 3, 2022  
June 7, 2022  
July 5, 2022  
August 2, 2022  
September 6, 2022

August 20, 2021  
September 17, 2021  
October 15, 2021  
November 19, 2021  
December 17, 2021  
January 14, 2022  
February 18, 2022  
March 18, 2022  
April 15, 2022  
May 20, 2022 ✖  
June 17, 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 4<sup>th</sup> floor  
Opa-locka, FL 33054  
Telephone: 305-953-2868, Ext. 1503  
Facsimile: 305-953-3060

Received:  
By:  
Date:

" THE GREAT CITY "



City of  
**OPA-LOCKA**  
Florida

## PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: \_\_\_\_\_ CHECK NUMBER: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

PROPERTY OWNER'S NAME: 3805 NW 132<sup>nd</sup> STREET, LLC

PROPERTY OWNER'S ADDRESS: 3805 NW 132<sup>nd</sup> 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 \_\_\_\_\_ CELL 305-986-3760  
OTHER \_\_\_\_\_

SUBJECT PROPERTY ADDRESS: 3805 NW 132<sup>nd</sup> 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:

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.

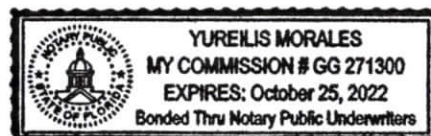
[Signature]  
Signature

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







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 132<sup>nd</sup> 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.

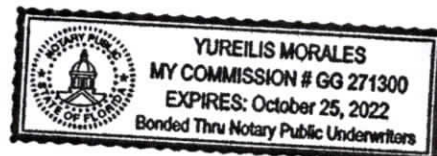
[Signature]  
Signature

4-21-2022  
Date

Sworn to and subscribed before me:

This 21 day of April, 2022  
Yureilis Morales  
Notary Public

My commission expires: October 25, 2022



Received:  
By:  
Date:

Attach copy of identification



PETITIONS ATTACHED

**PLANNING & ZONING BOARD  
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 3805 NW 132<sup>nd</sup> 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

City of Opa-locka Planning & Zoning Board Neighborhood  
Petition

for

the immediately adjacent neighbors of 3805 NW 132<sup>nd</sup> 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



10/21/2019

Property Search Application - Miami-Dade County

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

TMR 08-2128-003-0560

TMR  
08-2128  
-003-0580

TMR  
08-2129-000-0012

08-2129-010-0090

08-2129-010-0010

Lko Properties II LLC  
08-2129-010-0100

El Regalo Universal LLC

Georgette Aboujaoude TV  
08-2129-015-0080

of Opa Locka  
1129-007-0081

2018 Aerial Photography 200ft

CAIRO LN



Received:  
By:  
Date:

Attach copy of identification



**PLANNING & ZONING BOARD  
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 3805 NW 132<sup>nd</sup> 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

I SUPPORT THIS DEVELOPMENT REQUEST ✓

REQUIREMENTS

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST \_\_\_\_\_

PROPERTY OWNER'S NAME: Julio Gomez PHONE: 305 953 8899

ADDRESS (If different): 3800 NW 132<sup>nd</sup> STREET, OPA LOCKA, FL 33054

[Signature]  
Signature

Received:  
By:  
Date:

Attach copy of identification



**PLANNING & ZONING BOARD  
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 3805 NW 132<sup>nd</sup> 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

I SUPPORT THIS DEVELOPMENT REQUEST ✓

REQUIREMENTS

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST \_\_\_\_\_

PROPERTY OWNER'S NAME: RICHARDO L. RODRIGUEZ / RR MACHINERY LLC PHONE: (305) 681-9424

ADDRESS (If different): 3875 NW 132<sup>nd</sup> STREET, OPA LOCKA, FL 33054

Signature

Received:  
By:  
Date:

Attach copy of identification



**PLANNING & ZONING BOARD  
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 3805 NW 132<sup>nd</sup> 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

I SUPPORT THIS DEVELOPMENT REQUEST ✓

REQUIREMENTS

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST \_\_\_\_\_

PROPERTY OWNER'S NAME: GEORGETTE ABOUJAD PHONE: 305 332 4474

ADDRESS (If different): 3851 NW 132<sup>nd</sup> St Opa-Locka FL 33054

  
Signature

Received:  
By:  
Date:

Attach copy of identification



**PLANNING & ZONING BOARD  
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 3805 NW 132<sup>nd</sup> STREET, OPA-LOCKA, FL 33054

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PROPOSE TO OPERATE A C&D MRF SOLID WASTE FACILITY AS PER DERM

I SUPPORT THIS DEVELOPMENT REQUEST X

REQUIREMENTS

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST \_\_\_\_\_

PROPERTY OWNER'S NAME: La Regional corp PHONE: 305-688-5242

ADDRESS (If different): 13201 NW 38 CT OPA LOCKA, FL 33054

Signature

Felipe Soto

**Florida** DRIVER LICENSE  USA

40 DLN **D450-014-47-459-0** 9 CLASS **E**

1 DE LEON  
2 ARMANDO NEMESIO  
3 2690 W 72ND ST  
4 HIALEAH, FL 33016

5 DOB 12/19/1947 15 SEX M 16 HGT 5'-00"  
12 REST NONE 14 END NONE

48 ISS 08/27/2018  
5 DD 3051808270648

SAFE DRIVER

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

|                         |               |
|-------------------------|---------------|
| <b>Document Number</b>  | L14000086530  |
| <b>FEI/EIN Number</b>   | 47-0967798    |
| <b>Date Filed</b>       | 05/29/2014    |
| <b>Effective Date</b>   | 05/29/2014    |
| <b>State</b>            | FL            |
| <b>Status</b>           | ACTIVE        |
| <b>Last Event</b>       | REINSTATEMENT |
| <b>Event Date Filed</b> | 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**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 01/23/2020        |
| 2021               | 02/12/2021        |
| 2022               | 03/10/2022        |

#### **Document Images**

|                                                         |                                          |
|---------------------------------------------------------|------------------------------------------|
| <a href="#">03/10/2022 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/12/2021 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/23/2020 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/25/2019 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">03/06/2018 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">01/13/2017 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">02/16/2016 -- REINSTATEMENT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">05/29/2014 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |



April 21, 2022

Gerald J. Lee, Planner/Zoning Official  
City of Opa-locka  
Planning and Community Development Department  
780 Fisherman Street, 4<sup>th</sup> 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 132<sup>nd</sup> 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 37<sup>th</sup> Avenue to the west, by NW 132<sup>nd</sup> 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 132<sup>nd</sup> 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 132<sup>nd</sup> 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 132<sup>nd</sup> Street.

- Delivery vehicles using the Facility will be required to use tarps or other means of containment. The adequacy of covers or containment of incoming wastes shall be verified at the Gatehouse. A sign shall be prominently displayed at the Facility entrance stating that all loads shall be properly covered or otherwise secured.
- Delivery vehicles will un-tarp only at the designated un-tarpping area.
- Railcars will be loaded and tarped only within the enclosed Transfer Building.

Despite the enclosed nature of the Storage/Processing building, Facility personnel shall conduct regular litter patrol throughout the entire Site.

### **Stormwater and Leachate Management**

All accepted waste will be unloaded in the enclosed concrete Tipping Floor equipped with approved floor drains to collect any incidental liquids. Given that the accepted materials shall be dry and non-putrescible, with no contact with outside weather conditions, leachate will not be a significant management issue.

All materials received by the Facility shall be promptly loaded out to trucks or recovered material vehicles and shall be removed off-Site on a regular basis. There shall be no storage of waste outside the enclosed Storage/Processing building at any time.

The entire site has been improved by an existing approved stormwater management system.

### **Advantages of Recycling C & D material**

Recycling C & D material saves energy and landfill space, reduces air pollution, water use, mining waste and consumer waste. Also, recycling C & D material saves money and natural resources.

### **Existing Conditions/Facts and Environmental Limitations**

The proposed facility requests the City of Opa-locka to grant a zoning change to I-4 in order to operate a C & D MRF at the subject property.

1. The proposed facility as described in the "Proposed Project Description" will not generate, discharge, handle or dispose of any hazardous material (e.g. oil, grease, solvents, lubricants, etc.) as a result of the proposed operations which will be limited to recycling and processing.
2. The servicing, maintenance and fueling of the equipment on site will be performed inside another building at the subject property.
3. The proposed operation will not cause a substantial addition in the quantity of non-domestic liquid waste that the existing permitted operation presently generates.
4. The proposed operation will not cause to generate any liquid waste since the operation of collection and transfer is a "dry" operation.
5. Since the operations are completely performed on a concrete surface and under a roofed area and there are no processing operations which will cause to generate or store any chemicals or liquid wastes, there are no known or recognized environmental conditions which will pose a detrimental threat to the environmental receptors or pose a risk to the soil and/or groundwater quality at the site.

## **Recommendations**

In view of the above facts and limitations, Eco Tech respectfully requests the approval of a zoning change to I-4, in order to operate a C & D MRF at the subject property.

## **Conclusions**

In Eco Tech's opinion and based on the operations proposed to be conducted at the facility as described in this letter of intent, the operation of a C & D MRF at the proposed subject property will not pose a threat to the soil and/or groundwater at the facility. It is Eco Tech's professional recommendation that the proposed facility will provide the required reasonable assurance for environmental protection through the implementation of the provisions described above. This request for a zoning change will not be detrimental to the public health, welfare and safety, will not create a nuisance, and will not materially increase the level of pollution in Opa-locka, and in Miami Dade County.

Sincerely,

Bala Somasundaram

Bala Somasundaram  
Eco Tech Consulting, LLC



*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



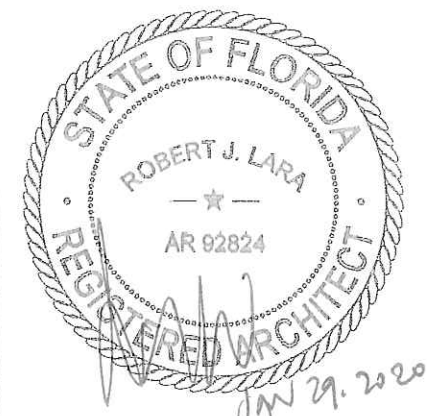
**robert j lara**  
Architecture  
Management  
Design

8450 sw 201 street  
miami, florida 33189  
754.264.4773

AIA  
NCARB



Vicinity Map



Robert Jerry Lara  
registration no. AR92824  
State of Florida

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.



**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

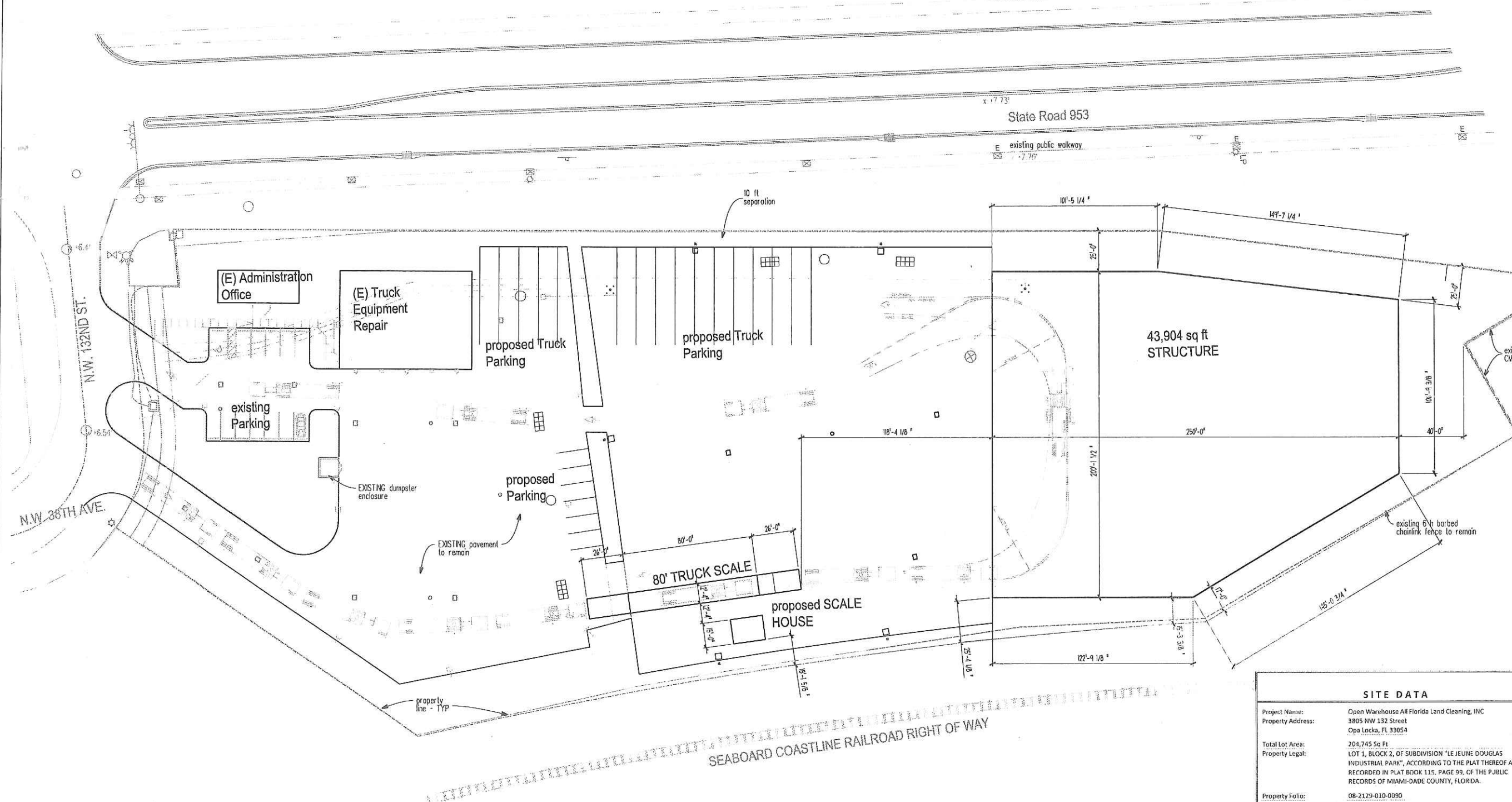
## REVISIONS

| NO. | DATE     | DESCRIPTION      |
|-----|----------|------------------|
| A   | 06.04.19 | 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



### SITE DATA

|                   |                                                                                                                                                                                              |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name:     | Open Warehouse All Florida Land Cleaning, INC                                                                                                                                                |
| Property Address: | 3805 NW 132 Street<br>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            |
|---------------------------------------------------|-----------------|---------------------|
| <b>Building Area</b>                              |                 |                     |
| - Existing Office                                 |                 | 1,000 S.F.          |
| - Existing Warehouse                              |                 | 4,956 S.F.          |
| - New Scale House                                 |                 | 300 S.F.            |
| - New Warehouse                                   |                 | 43,804 S.F.         |
| <b>TOTAL Building Area:</b>                       |                 | 50,160 S.F. 24.5%   |
| <b>Total Green Space / Open Space (pervious):</b> | 25% Min         | 51,501 S.F. 25.2%   |
| <b>Total parking lot and drive (impervious):</b>  | 75% Max         | 103,084 S.F. 50.3%  |
| <b>TOTAL Lot Area</b>                             | 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"                 | 12'-0"                   |
| - New Scale House                       |                          |                        |                          |



**KNOW WHAT'S BELOW  
ALWAYS CALL 811  
BEFORE YOU DIG**

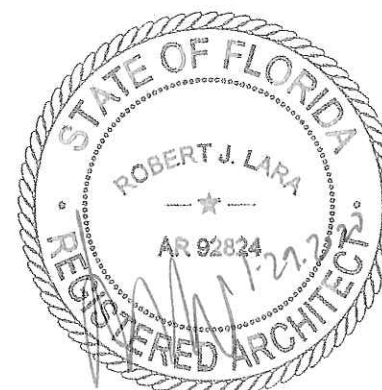
It's fast. It's free. It's the law.

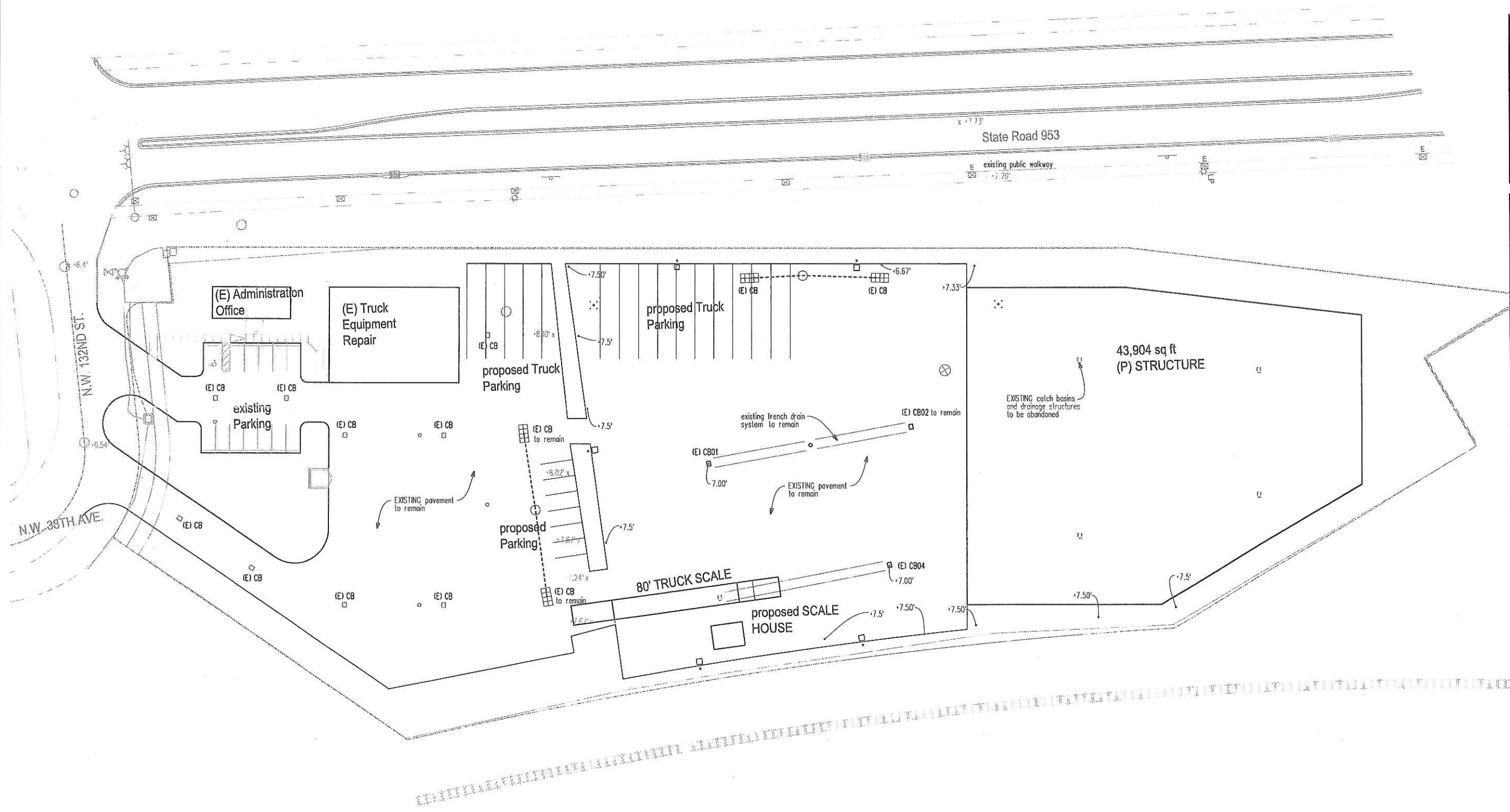
[www.callsunshine.com](http://www.callsunshine.com)



## Site Plan

scale:  $1'' = 30'-0''$





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**Robert J. Lara**  
Architecture  
Management  
Design

8450 SW 201 Street  
Cutler Bay, Florida 33189  
754.284.4773  
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    |
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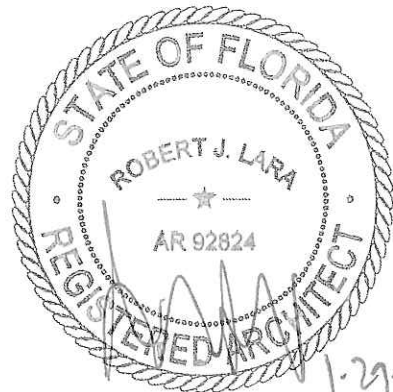
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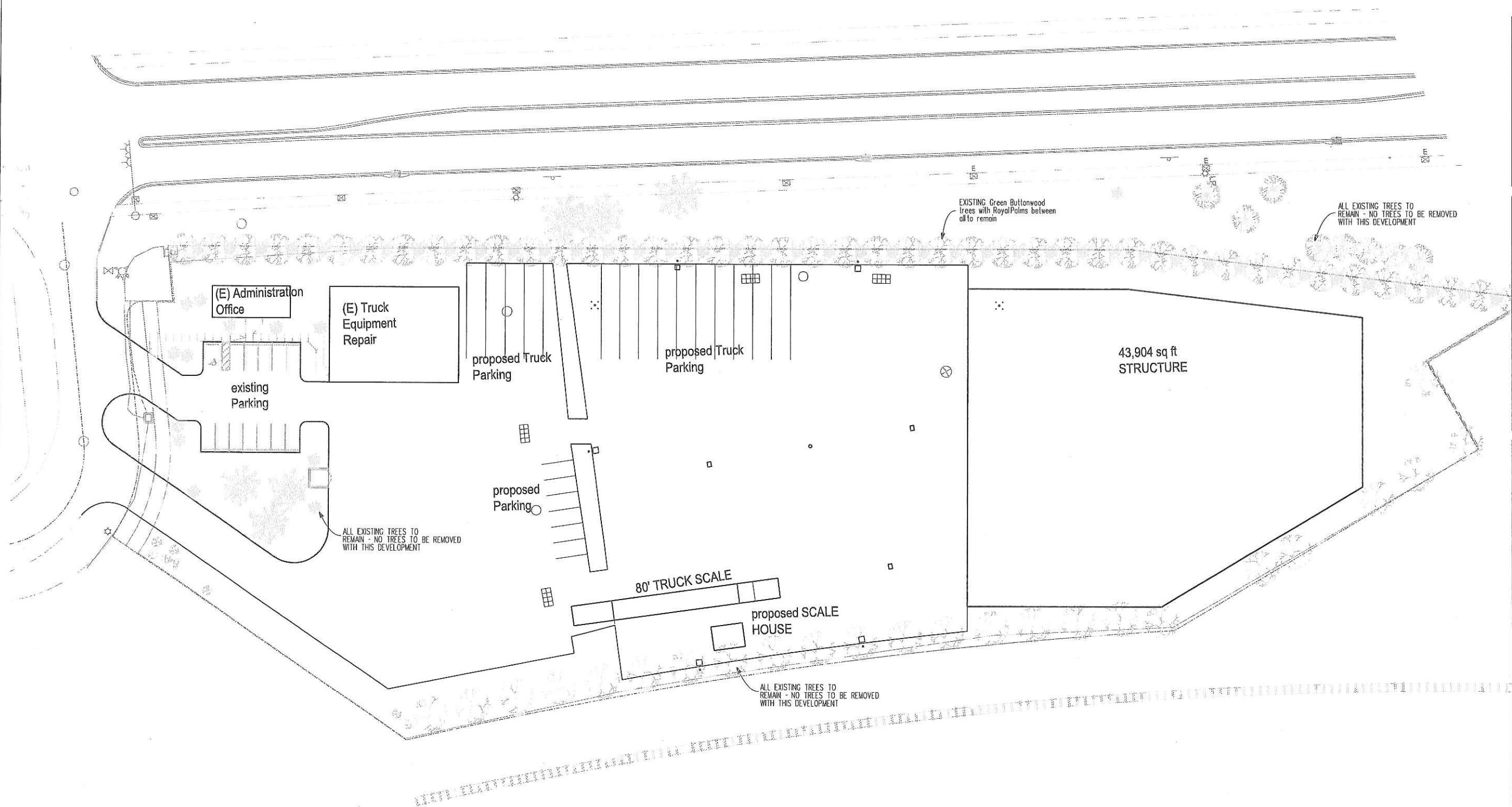
**SHEET NUMBER**

**C-2**

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www.callsunshine.com

**Storm Water Drainage**  
scale: 1" = 30'-0"





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A/E/F/R/M

**robert j lara**  
Architecture  
Management  
Design

8450 sw 201 street  
cutter bay, florida 33189  
754.264.4773  
r\_lara@bellsouth.net

PROJECT DESCRIPTION

New Development for:

**3805  
NW 132 Street,  
LLC**

3805 NW 132nd Street  
Opa Locka, FL 33054

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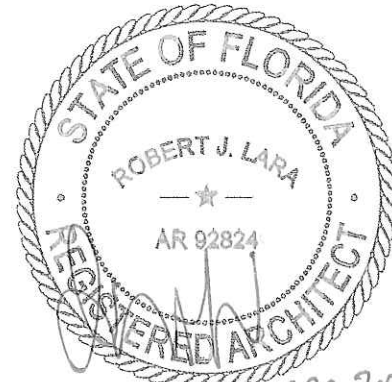
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SHEET NUMBER

**L-1**

**811** KNOW WHAT'S BELOW  
ALWAYS CALL 811  
BEFORE YOU DIG  
It's fast. It's free. It's the law.  
www.callsunshine.com

**Landscape Layout**  
scale: 1" = 30'-0"  
0 15' 30' 60' 90'









# PLANNING & ZONING ADVISORY BOARD

November 17<sup>th</sup>

# 2020



## 3805 NW 132 Street, LLC: Rezoning Request

APPLICANT'S REQUEST:

## Staff Report

A ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY ON THE PROPERTY LOCATED AT 3805 NW 132 STREET IDENTIFIED BY FOLIO 08-2129-010-0090, IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.





## I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

LEJEUNE-DOUGLAS IND PARK  
PB 115-99  
LOT 1 BLK 2  
LOT SIZE 198198 SQ FT  
OR 18686-4438 0699 1  
COC 23843-2531 09 2005 1)

- The subject property is currently own by 3805 NW 132 STREET LLC. according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Truck parking facility and the current land on one parcel (Folio #08-2129-010-0090), zoning for this parcel is I-3.
- The site is located along the Douglas/Le Jeune Road Connector (NW 37<sup>th</sup> Avenue) and NW 132<sup>nd</sup> Street. The site is only accessible via the Douglas/Le Jeune Road Connector at its eastern edge providing for ingress and egress, immediately adjacent to Ali Baba Avenue. Currently the site is zoned as I-3 which does not allow for the operation of a C&D. The applicant is proposing to pursue a land use change from I-3 to I-2 in order to accommodate the request (*see Existing Condition Section*).



← NORTH                      DOUGLAS-LE JEUNE CONNECTOR                      SOUTH →

Figure 1: Google Street View, dated:

## II. Project Details

- **Applicant's intent**

3805 NW 132 Street, LLC, owner of the subject property located at 3805 NW 132nd Street, Opa-locka, Florida 33054, requests a zoning change to I-2 in order to allow the operation of a Construction and Demolition (C & D) Material Resource Facility (MRF) at the subject property. The 198,198 square foot property is bounded by NW 37th Avenue to the west, by NW 132nd Street to the south, by a C & D MRF to the north, and by railroad tracks to the east. The entire property is fenced, with controlled access. The applicant wishes to construct a construction waste processing facility which will contain a new 50,160 square foot warehouse and a 300 square foot scale house at NW 37th Avenue.

The proposed facility will receive, segregate, compact, store and load out C & D material. Companies and vendors will deliver C & D material to the facility using trucks. The proposed facility will also pick-up the material from local areas. The proposed facility will not accept unacceptable waste including Class I (garbage), infectious waste and hazardous waste. Construction waste is generated from construction building and demolition activities consisting of concrete, tiles, bricks, drywall, asphalt, plastics, C & D materials, wood, rocks and more. These construction waste materials are often inert and non-biodegradable, heavy, bulky and overload landfills. Construction waste recycling and management involves the process and separation of salvaging the recoverable waste materials for recycling and reuse. The proposed facility is designed to accept approximately 1,500 cubic yards of material per day.

The scope of the C & D material processing is described below:

- Delivery vehicles enter the facility from NW 132nd Street. The proposed facility personnel visually inspect the incoming material, weigh the material on a stationary scale and sort the incoming material into categories inside the Storage/Processing Area in an enclosed building. After unloading and collecting payment, the delivery vehicles exit the facility.
- The recyclable materials are separated and containerized and taken off-site in trucks.
- The remaining sorted material.

All storage/processing operations will be conducted inside an enclosed building.

### Site Computations & Land Development Regulation / Zoning Code | Table 1

|                        |                                  |
|------------------------|----------------------------------|
| Applicant              | 3805 NW 132 STREET LLC           |
| Folio Number (s)       | Opa-locka: 08-2129-010-0090      |
| Address Location       | 3805 NW 132 <sup>nd</sup> 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   | <ul style="list-style-type: none"> <li>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.</li> </ul> |                                                                                                                           |            |
| Applicable LDR Sections          | Ordinance no. 15-31, Article III Sec; 22-55; Article V Sec. 22-94, 22-112, Ord. no. 14-16                                                                                                                                                                                           |                                                                                                                           |            |
| SET BACKS/ YARD                  | REQUIRED                                                                                                                                                                                                                                                                            | PROPOSED                                                                                                                  | COMPLIANCE |
| Front (South)                    | 25 Feet                                                                                                                                                                                                                                                                             | 525 Feet                                                                                                                  | YES        |
| Rear (North)                     | 20 Feet                                                                                                                                                                                                                                                                             | 40 Feet                                                                                                                   | YES        |
| Side (East)                      | 15 Feet                                                                                                                                                                                                                                                                             | 15-3 Feet                                                                                                                 | YES        |
| Side (West)                      | 25 Feet                                                                                                                                                                                                                                                                             | 25 Feet                                                                                                                   | YES        |
| Corner Lots/ Other               | N/A                                                                                                                                                                                                                                                                                 | N/A                                                                                                                       | N/A        |
| Lot Coverage                     | N/A                                                                                                                                                                                                                                                                                 | 0.43%                                                                                                                     | YES        |
| Lot Density                      | N/A                                                                                                                                                                                                                                                                                 | N/A                                                                                                                       | N/A        |
| Lot Size                         | 10,000 SF (0.22 Acres)                                                                                                                                                                                                                                                              | 50,460 SF (1.16 Acres)                                                                                                    | YES        |
| Lot Width                        | N/A                                                                                                                                                                                                                                                                                 | N/A                                                                                                                       | N/A        |
| Building Height                  | 3 Stories or 45 Feet whichever less                                                                                                                                                                                                                                                 | Office Building: 45 feet                                                                                                  | YES        |
| Structure Length                 | N/A                                                                                                                                                                                                                                                                                 | N/A                                                                                                                       | N/A        |
| Other Vehicular Use Area         | 1,625 SF                                                                                                                                                                                                                                                                            | Tot Parking Lot 103,084 S.F.<br>Tot Green Space 51,501 S.F.                                                               | YES        |
| Landscaping                      |                                                                                                                                                                                                                                                                                     |                                                                                                                           |            |
| Parking Details                  | <b>Office buildings:</b> pursuant to the Land development Regulation Ordinance 86-8: Article 4, section 22-93. one (1) Parking per 2500 square feet of floor area.<br><br><b>* Off. Bldg. = 22.79 spaces Required</b>                                                               | Office Bldg. 50,160 S.F.<br><br>Total Space Provided:<br><br>25 Total Spaces<br>24 Regular Spaces<br>1 Handicapped Spaces | YES        |
| Landscape/ Pervious Lot Coverage | 20% minimum required pervious                                                                                                                                                                                                                                                       | 30% provided                                                                                                              | YES        |
| Notification Requirement         | This request will be properly noticed pursuant to state law and city charter by the city clerk's office.                                                                                                                                                                            |                                                                                                                           |            |

|                                  |                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Local Government Action Required | <ul style="list-style-type: none"> <li>- A copy of notice for advertisement titles were given to the Clerk's Office on Monday, September 28<sup>th</sup>, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17<sup>th</sup>, 2020.</li> <li>- City Commission Meeting: TBD</li> </ul> |
|                                  | 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.





## Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

**COMPLIES**

- **Findings:**

- The proposed development use 'Construction and Demolition (C & D) Material Resource Facility (MRF)' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

**COMPLIES**

- **Findings:**

- The Applicant is proposing to include landscaping at .47ac. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be of a solid masonry construction or a decorative masonry block to prevent the view of any stored article. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- **Findings:**

- The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, I-2 Industrial District (Section 22-92).

- **Future Land Use:** Industrial



- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

**COMPLIES**

- I-3 (Lib. Industrial) Permitted Uses: Project Specific: *Construction and Demolition (C & D) Material Resource Facility (MRF)*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-3 (Lib. Industrial) does not allow for a Construction and Demolition (C & D) Material Resource Facility (MRF) which is permitted within a I-2. Applicant has submitted Rezoning application.

**COMPLIES**

- Community Comments/Petitions: The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
  - Findings: The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

#### IV. Project Need Assessment / other Required Approvals

1. Rezoning
  - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17<sup>th</sup> 2020.
2. Site Plan
  - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17<sup>th</sup> 2020.
3. Development Agreement
  - Application submitted for Planning Council Meeting (this meeting) Tuesday, November 17<sup>th</sup> 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 |
|------------------------|----------------------------------------------------------------|----------|
| <b>Project Planner</b> | Corion J. DeLaine, City Planner                                |          |
| <b>Zoning</b>          | Gerald J. Lee, Zoning Official                                 |          |
| <b>Approved by</b>     | Gregory D. Gay, Director<br>Planning and Community Development |          |

## VIII. Staff Report Updated After the Planning and Zoning Board Meeting on November 17<sup>th</sup> 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

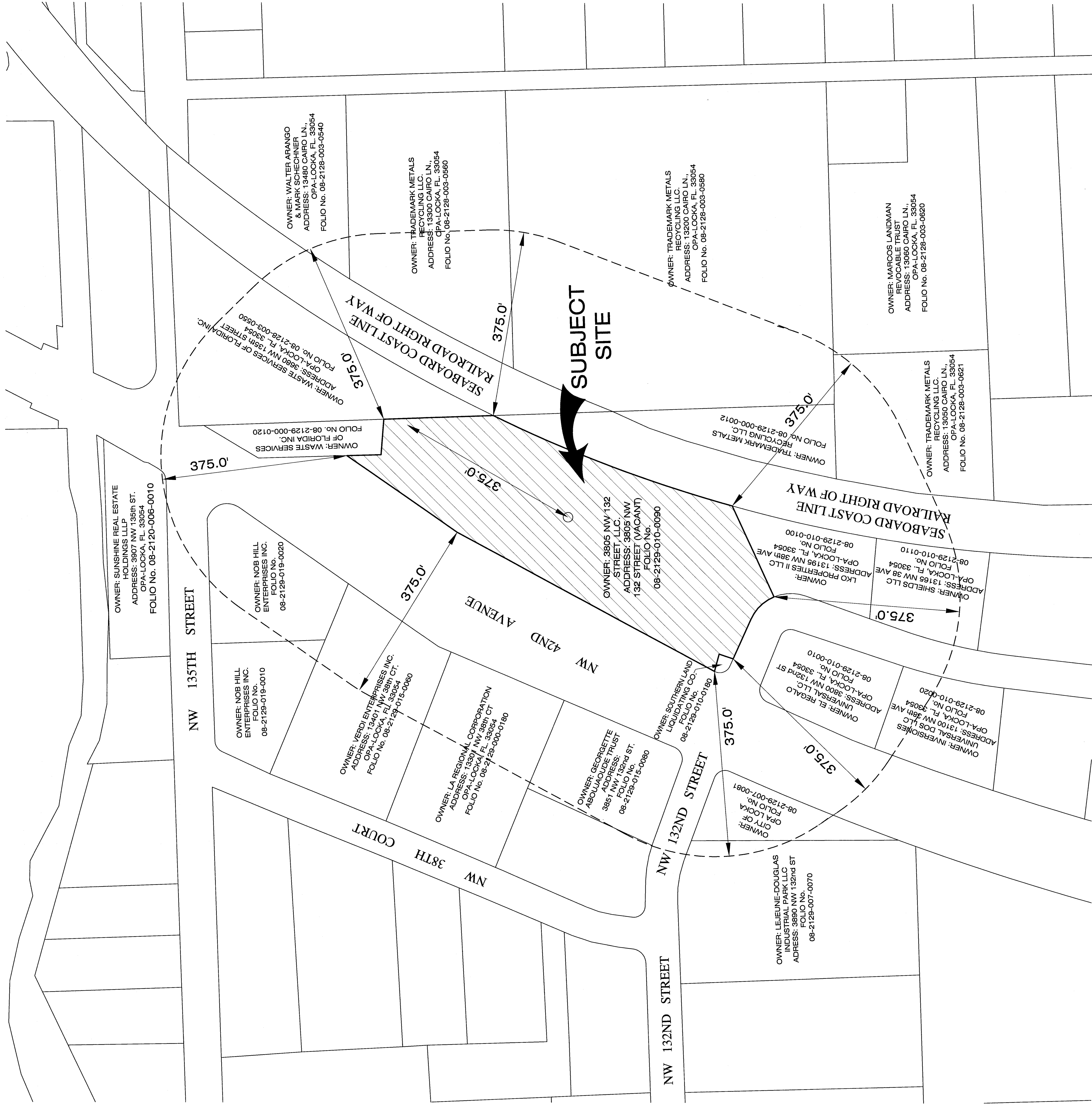
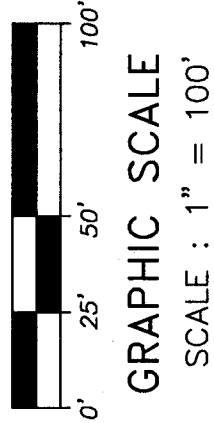
The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Construction and Demolition (C & D) Material Resource Facility (MRF)





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



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      |

RADIUS MAP  
for  
3805 NW 132nd STREET LLC  
of  
3805 NW 132nd STREET, OPA LOCKA, FL. 33054