

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, February 22, 2023
7:00 PM**

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

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

Appointed Officials

**Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105

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

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

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

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

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
February 22, 2023
7:00 PM

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 - January 25, 2023

Regular Commission Meeting Minutes - February 8, 2023

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

South FL Regional Transportation Authority Executive Director David Dech
Report on repairs to railroad crossings in the City of Opa-locka
11. **CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
12. **ACTION ITEMS (items from consent agenda pull list):**
13. **ADMINISTRATION:**

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO INITIATE THE BUDGETED PROGRAM OF UPGRADING CITY GATEWAY FEATURES, INCLUDING INCORPORATION OF THE NEW CITY LOGO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECONSIDERING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000- 0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE AGREEMENT AND ACCEPT THE PROPOSAL FROM SSN ENGINEERING, LLC. TO CHANGE THE LOCATION OF PLANNED CONSTRUCTION AND THE INSTALLATION OF 8-FOOT WROUGHT IRON FENCING AT SEGAL PARK; PROVIDING FOR THE REALLOCATION OF A PORTION OF FUNDING ORIGINALLY PLANNED FOR SEGAL PARK FENCING TO BE UTILIZED FOR INGRAM PARK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND ACCEPT THE PROPOSAL FROM SSN ENGINEERING, LLC. FOR THE CONSTRUCTION AND INSTALLATION OF AN 8-FOOT WROUGHT IRON FENCING AND ENTRY GATE SYSTEM FOR INGRAM PARK AND THE ADJACENT SENIOR CENTER FACILITY ON RUTLAND STREET, IN AN AMOUNT OF FIFTY-THREE THOUSAND, SIX HUNDRED FORTY DOLLARS (\$53,640.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF FIVE THOUSAND, THREE HUNDRED SIXTY-FOUR DOLLARS (\$5,364.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; AUTHORIZING THE CITY MANAGER TO DISPOSE OF PROPERTY BY SALE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MINIMUM LOT VARIANCE FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIO NUMBER 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110 IN THE R3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 16, ARTICLE I, SECTION 16-1 TO CHANGE THE NAME OF THE YOUTH ADVISORY BOARD TO TEEN AND YOUNG ADULT ADVISORY BOARD FOR THE CITY OF OPA-LOCKA, FLORIDA; AMENDING MEMBERSHIP REQUIREMENTS AND DUTIES OF THE BOARD; PROVIDING FOR COMPOSITION OF THE BOARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams***

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

C. RESOLUTION(S)/PUBLIC HEARING(S):

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR A UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENT SERVICES WITHIN THE CITY; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PLACE THE CITY'S PROPOSED NON-AD VALOREM ASSESSMENTS ON THE COUNTY TAX BILL; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR INCORPORATION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by the Interim City Manager*

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

1. **Commissioner Joseph L. Kelley**
Rental and Mortgage Assistance Rollout Plan
Ingram Park Community Cleanup

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Bass)

Community Relations, Recreation and Activities Board

1 individual appointment (Commissioner Bass)

1 at-large appointment

Housing Authority and Nuisance Abatement Board

1 individual appointment (Mayor Taylor)

1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Williams)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **Opa-locka Community Redevelopment Agency Meeting, [Tuesday, February 21, 2023](#) at 6:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

2. The Opa-locka Community Redevelopment Agency invites you to Opa-locka: Past, Present & Progress Black History Month program, **Saturday, February 25, 2023** from 4:00 PM - 6:00 PM, Sherbondy Village Community Center, 215 Perviz Avenue, Opa-locka, FL.
3. City of Opa-locka Mayor & Commission invite you to Opa-locka on the Mic Karaoke Night in celebration of Black History Month, hosted by Vice Mayor Natasha L. Ervin, **Saturday, February 25, 2023** from 6:00 PM - 11:00 PM, Sherbondy Park Field, 215 Perviz Avenue, Opa-locka, FL.
4. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Wednesday, March 1st, 2023** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. a
5. City of Opa-locka Planning & Zoning Appeals Board Meeting on **Tuesday, March 7, 2023** at 7:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.
6. City of Opa-locka Mayor & Commission, in partnership with Feeding South Florida, invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Friday, March 17, 2023** from 10:00 A.M. - 1:00 P.M., first come, first served, at Segal Park, 2331 NW 143 Street, Opa-locka, Florida.
7. City of Opa-locka Mayor & Commission invite you a Spring Break Pool Party hosted by Vice Mayor Natasha L. Ervin, **Saturday, March 18, 2023** at 1:00 PM - 4:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.
8. City of Opa-locka Historic Environmental Preservation Board Meeting on **Thursday, March 23, 2023** at 7:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.
9. City of Opa-locka commemoration of the National Day of Prayer sponsored by Commissioner Dr. Sherelean Bass on **Thursday, May 4, 2023** at 11:00 a.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, FL.
10. Free aerobics classes sponsored by Mayor John H. Taylor, Jr. **every Monday & Wednesday** from 6 p.m. - 7 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.

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

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
January 25, 2023
7:00 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:07 pm on Wednesday, January 25, 2023 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica Williams, and Mayor John H. Taylor Jr. Also in attendance were: Assistant City Manager Shamecca Lawson, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was led by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Award Presentation to Sidney T. McCloud, Jr. by Commissioner Joseph L. Kelley

Commissioner Kelley presented Sidney T. McCloud, Jr. with a commendation in recognition of athletic and academic achievements.

Special Award presentation to Sergeant Marcos Gonzalez, Detective Jairo Rosero, Officer Glenn Finlay, and Officer Huguette Dumeus by Commissioner Dr. Sherelean Bass

Commissioner Dr.Sherelean Bass presented Detective Jairo Rosero, Officer Glenn Finlay, Officer Hugette Dumeus and Sergeant Marcos Gonzalez with commendations for going above and beyond the call of duty in the aftermath of Hurricane Ian.

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

Commissioner Joseph L. Kelley requested to have Items 13-1 and 13-3 pulled from the Consent Agenda.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to approve the Consent Agenda.

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

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

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - December 14, 2022

It was moved by Commissioner Kelley, seconded by Commissioner Bass to approve the minutes from Regular Commission Meeting Minutes - December 14, 2022.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

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

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

Mayor Taylor opened the Citizens' Forum.

Mr. Merrick Williams who resides at 1211 Perry St addressed the Commission virtually regarding an email sent to Commissioners, City Attorney and City Manager. Mr. Williams advised that he had not received a response or notice of receipt regarding the issues and concerns he addressed in his email. Mr. Williams also expressed his desires of becoming active and participating in community efforts. Mr. Williams concluded with hopes of having his email read and responded to.

Ms. Audrey Dominguez, who resides at 1147 Jann Avenue thanked the Police for patrolling the area located on 135th and 30th Ave, which she mentioned during the previous meeting. Ms. Dominiguez recognized that during her commutes she no longer witnesses gatherings and crowding in that area. Ms. Dominguez requested Police presence at a corner store located on Opa-locka Boulevard across from the Ace Hardware Store as well as at the property located on 905 Opa-locka Boulevard in a noticeable corner which she described as an “eye sore”. Ms. Dominguez stated that other Residents as well as herself have complained about the property previously. Ms Dominguez went on to say she attended the Workshop for boats and watercrafts as well as the Workshop on the certificate of re-occupancy on January 19th, but said that there were no other Residents in attendance. Ms. Dominguez inquired about the type of correspondence that was sent out and recommended trying different ways of solicitation, in addition to Facebook. Ms. Dominguez concluded by asking for updates on the City’s public relations firm.

Ms. Samar Raad who resides at 720 Sharar Ave and sister Miranda Raad who resides at 706 Sharar Ave began by asking how many were aware that permits were needed for toilet and refrigerator replacements. Ms. Miranda Raad expressed her frustration with Building Official Esin Abia who had insisted on entering her parents' property the previous Monday, because he saw debris and hear a noise, that Ms. Raad states was cleared from the garage. She shared that she informed Mr. Abia that he could not enter their property and then Ms. Raad described what she perceived as threatening behavior, including calling the police, placing a stop work order and threats of condemnation of property after the Raad family refused access to the inside of the property. Ms. Miranda Raad shared her opinion that Mr. Abia and Code Enforcement Officer John Cook have a history of harassing their family. Ms. Miranda Raad suggested rezoning code enforcement duty locations to ensure fairness, since she said that other Residents around her property have not been cited for the same issues. She expressed additional frustrations, as her parents are sick. Ms. Miranda Raad stated that she is thankful that the new government body exhibits care for the Community. Ms. Miranda Raad recommended educating Citizens on the types of permits needed to be pulled prior to double penalization. Ms. Miranda Raad concluded by pointing out that her family has resided in the City of Opa-locka for over 40 years. Ms. Samar Raad reiterated their family's intent to improve their property and recommended educating Residents on the types of permits needed to make improvements. Ms. Samar Raad concluded by thanking the new government body and suggested they proceed with ease for the Residents and avoid being harsh.

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

Commissioner Kelley acknowledged the absence of Interim City Manager Darwin Williams and awareness of Assistant City Managers Sha'mecca Lawson and George Ellis. Commissioner Kelley asked that Ms. Lawson and Mr. Ellis follow up and address residents' concerns then provide him with a report within the next couple of days as Commissioner Kelley will also contact residents individually.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM A WATER, WASTEWATER, AND STORMWATER RATE STUDY FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

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

Mayor Taylor asked Assistant City Manager Lawson to introduce Agenda Item 12-1.

Assistant City Manager Lawson asked Public Works Director Mr. Airia Austin to introduce Agenda Item 12-1.

Public Works Director Austin stated that his Department is operating on rates that were frozen in 2015. Director Austin requested to consider a current rate study which was last completed in 2014 which will address drinking water, wastewater and stormwater rates. Director Austin then offered to answer any questions from the Commission.

Commissioner Kelley stated that he supports and understands the need for the resolution proposed by Agenda Item 12-1. Commissioner Kelley asked his Commission colleagues to amend the proposed resolution to require a community engagement Workshop engagement and asked City Attorney Burnadette Norris-Weeks to provide the wording, to explain to Residents findings and recommendations for the proposals.

City Attorney Burnadette Norris-Weeks advised that the resolution proposed by Agenda Item 12-1 can be amended next to the last clause. City Attorney Norris-Weeks stated the language can require community engagement events for the request for proposals, adding that the language could be included in the proposed resolution as well as in the request for proposals itself.

It was moved by Commissioner Kelley, seconded by Commissioner Bass to amend the Item to add a Community Engagement Workshop as part of the request for proposals process, based on recommendations of the City Attorney.

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

There being no additional discussion, the amended Item passed by a 5-0 vote.

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

2. [13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR QUOTES ("RFQ") FOR CAR WASH SERVICES FOR CITY VEHICLES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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

It was moved by Commissioner Bass, seconded by Commissioner Kelley to discuss Agenda Item 12-2.

Mayor Taylor asked Assistant City Manager Lawson to introduce Agenda Item 12-2.

Assistant City Manager Lawson stated that the City Manager's Office is requesting approval to issue a request for quotations for car wash services to provide hand or power washing services for approximately 100 city-owned vehicles. The Assistant City Manager explained that the quantities included in the request for quotations were monthly estimates, but they could increase or decrease at the City's discretion based on need. She also informed the Commission that the City Manager's Office created a form that is intended to be used in the event that a contract is established to be completed by employees of the car wash, to have a record of car wash services. Ms. Lawson then proceeded to offer to answer any questions the Commission had.

Commissioner Kelley stated that he pulled Agenda Item 12-2 for two reasons. The Commissioner acknowledged the proposed resolution is outsourcing for quotes but he likes to hire Residents although it may be more costly, he hopes that it can be considered. Secondly, he shared the concerns that he said were also expressed during his agenda briefing, asking to review the template of the form that the City Manager's Office created to be filled out by the employees of the car wash and he also mentioned concerns about the Public Works Department overseeing the process.

Commissioner Bass is happy to see the resolution proposed by Agenda Item 12-2 on the Agenda because City Employees deserve to ride in vehicles that are clean and not dusty. The Commissioner stated that the cars are a reflection of the City of Opa-locka and she hopes that the resolution is passed and that a good company is found that can manage the upkeep of the City's cars.

Mayor Taylor joined Commissioner Kelley in expressing his hopes of finding an operator in the City of Opa-locka for the contract to wash the City's cars.

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM A WATER, WASTEWATER, AND STORMWATER RATE STUDY FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR AN AGENT OF RECORD FOR GENERAL LIABILITY, CYBER LIABILITY, AUTO LIABILITY AND PHYSICAL DAMAGE, PROPERTY, AND WORKERS COMPENSATION INSURANCE FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR QUOTES ("RFQ") FOR CAR WASH SERVICES FOR CITY VEHICLES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT (MAA) BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF NORTH MIAMI, FLORIDA, SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A", FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

- 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, 2022 AND ENDING SEPTEMBER 30, 2023, 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. *Sponsored by Interim City Manager***

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

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

Mayor Taylor opened the Public Hearing for Agenda Item 16-A-1.

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

Mayor Taylor asked the Assistant City Manager Shamecca Lawson to introduce Agenda Item 16-A-1.

Assistant City Manager Lawson asked Budget Administrator Robert Anathan to introduce Agenda Item 16-A-1.

Budget Administrator Bob Anathan delivered a presentation to the Commission on the first 2023 Fiscal Year Budget Amendment.

Commissioner Williams asked Budget Administrator Anathan about the budget in the savings and contingencies funds, stating that if everything is going to be offset by those funds especially the additional insurance premiums, she said that those funds seemed to have a rather substantial amount. Commissioner Williams expressed her concerns about the increased insurance premiums, asking why the City can't plan backwards rather than always having to go back and amend the budget.

Budget Administrator Anathan stated that knowledge of the insurance premiums amounts is not provided until September. Mr. Anathan explained that the two factors within the insurance premiums are general liability and workers compensation, adding that general liability was unexpected and cost approximately \$300,000. He also stated that he was unaware that all insurance companies review compensation of all employees and use that as a driver. Based on the various union settlements, there will be more compensation in fiscal year 2023 than there was in fiscal year 2022. Additionally, he said that worker compensation also drives off of compensation, noting that in the fiscal year 2022 budget, worker compensation was based on a salary plan which was much lower than what was in the actual fiscal year budget. He stated that if the previous budget accurately reflected the premiums, then the growth from fiscal year 2022 and fiscal year 2023 would be much less. Mr. Anathan stated he worked with Florida Municipal Insurance Trust to obtain an experience factor and gain an idea for budget purposes, but he said that he never got it. According to Mr. Anathan, Florida Municipal Insurance Trust advised that for the three year enrollment history, the insurance premiums should decrease for year 2023, but they have not.

Commissioner Williams stated that because the City has a history with the insurance carrier, they should be able to provide an accurate projection of what the budget should reflect. The Commissioner expressed concerns specifically for workers compensation and the increase of close to one million dollars in insurance premiums. Commissioner Williams also asked what the contingency was for workers compensation for the three prior years.

Mr. Anathan attempted to explain that contingency is a broad number and is not allocated.

Commissioner Williams made a correction and explained she wants to see what was the amendment for the line item from the last three years in order to determine a trend or to make a clear projection.

Budget Administrator Anathan explained that contingency funds are in the general fund, water sewer fund, and storm water fund, of which he believes \$200,000 was used for contingency. Mr. Anathan explained that there is still close to one million dollars in the general fund because of the savings, with contingency in the water sewer fund close to \$500,000 and the storm water fund which is smaller and more predictable, has approximately \$200,000 of contingency. Mr. Anathan also explained that savings are populated all through the budget.

Commissioner Williams acknowledged that most of the City's collections go to the general fund and stated that the City does not want to suck out of the general fund to make budget amendments, expressing her preference that it builds. The Commissioner said that the large number for the worker compensation line item gives her pause, which is the reason she said that she requested the amendments for the past three years, to avoid any issues for fiscal year 2024.

Budget Administrator Anathan said that he thinks the City closed last year with a general fund in excess of one million, having stayed away from it for a lot of reasons. Mr. Anathan also stated that providing the budget amendment amounts for workers compensation for the past three years is doable.

Commissioner Kelley stated that he is always challenged with budget amendments because he believes they should be based on just not being able to be avoided based on really thoughtful planning. The

Commissioner then requested clarification on the cost of worker compensation and insurance premiums.

Budget Administrator Anathan explained that the two categories of insurance premiums that are driven by compensation included general liability and worker compensation. Mr Anathan stated that he was unaware that general liability was driven by compensation, which had a lot of growth year over year. He also said that he received inaccurate information from the insurance company on worker compensation, which contributed to the cost being higher.

Commissioner Kelley requested clarification on the budget amendment for special events, inquiring on whether they are approved by the Commission or City Manager. Commissioner Kelley also requested clarification on the budget amendment for the American Rescue Plan Act mailouts because he had talked to a lot of Residents who did not receive a mailout. The Commissioner said that he wants to ensure that the mailout service provided by the third party vendor is efficient in getting information out to residents. Commissioner Kelley also addressed the budget amendment for the electronic billboard for City roadside announcements, inquiring about who will decide how the billboard is used, expressing his concerns on the application and usage of it. Commissioner Kelley also said that the budget line item for mailouts and resolutions and commendations is not that large, asking funding for that could be increased in the proposed budget amendment.

Budget Administrator Anathan informed the Commission that the funding for resolutions and commendations being requested by Commissioner Kelley, could be folded into the proposed budget amendment during its second hearing in two weeks.

Commissioner Williams wanted to clarify that she believed that the line item for the resolutions and commendations which Commissioner Kelley was inquiring about, is under the City Clerk's budget. The Commissioner recalled having a conversation with the Clerk about amending the budget in order to increase those funds.

City Clerk Joanna Flores confirmed that she had the conversation with Commissioner Williams, but clarified that the funds for the resolutions and commendations come out of the City Commission budget and not the City Clerk's budget, explaining that the plaques come out of the City Commission budget because they are presented by the City Commission.

Commissioner Williams said that she thought she had talked with City Clerk Flores about adding a line item in the Clerk's budget to have a consistent reservoir of plaques to avoid having the Commission spending the money.

City Clerk Flores advised she recalls the conversation and will have a conversation with Budget Administrator Robert Anathan off the record to ensure the funds for plaques are in the budget, regardless of whether it is in the City Commission's budget or the City Clerk's budget.

There being no additional discussion, the proposed ordinance passed its first reading by a 5-0 vote.

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

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

There were none.

17. CITY MANAGER'S REPORT:

Assistant City Manager Lawson stated that she did not have a report to deliver to the Commission but wanted to introduce the new Legislative Aide, Ms. Ashley Walker.

Mayor Taylor welcomed Legislative Aide Ashley Walker to the great City of Opa-locka.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Commissioner Kelley began by recognizing that Interim City Manager Williams was not present and offered prayers for him. The Commissioner then went on to state that pursuant to Section 2-8.4 of the City of Opa-locka Charter in addition to the resolution that was passed at the previous Commission Meeting, City Clerk Flores compiled several

documents on the process for appointing the permanent City Managers. Commissioner Kelley asked Mayor Taylor to consider a date and time for the discussion on the process, acknowledging that Commissioner Williams had offered to provide alternatives and options. The Commissioner thanked the offices of the City Clerk and City Attorney for their work in providing the compiled information on how different cities have done their process, including recommendations from organizations like the International City/County Management Association. While making it clear that he is not in favor of doing so, he pointed out that the documents also include the information necessary if the Commission were to decide to hire a firm for the national search for the permanent City Manager.

Mayor Taylor asked Commissioner Kelley if he was proposing to schedule a Workshop.

Commissioner Kelley recalled that Mayor Taylor was talking about having something for the Commission's initiatives, and said that he didn't know if the Mayor wanted to combine it with the discussion on the process for the appointment of the permanent City Manager, but said that he would defer to the Mayor.

Commissioner Williams stated that she spoke with City Clerk Flores earlier and said that she thinks the Commission can workshop the discussion on the process for the appointment of the permanent City Manager, or not.

Mayor Taylor stated that he supports having a Workshop to discuss the process for the appointment of the permanent City Manager and he asked City Clerk Flores for a roll call vote on the proposal to schedule the Workshop on Wednesday, February 1, 2023 at 6:30 p.m.

It was moved by Commissioner Kelley, seconded by Commissioner Dr. Bass, to have a City Commission Workshop to discuss the process to appoint a permanent City Manager.

There being no further discussion, the motion was approved by a 5-0 vote.

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

Commissioner Kelly confirmed with City Attorney Norris-Weeks that her Office will be present at the Workshop to address any legal questions.

City Attorney Norris-Weeks stated that she would be available at the Workshop.

Commissioner Kelley thanked everyone for their support at the 40th Annual Martin Luther King Jr. Walk, noting that it was a great turn out in spite of the cold weather. The Commissioner expressed his appreciation for the representation of various organizations and individuals, and thanked his Co-hosts Mayor Taylor and Vice Mayor Ervin as well as Commissioner Bass, recognizing the Commissioner Williams was with them in spirit, adding his gratitude to the City Manager's Office, City Clerk's Office and all of the City Departments that took part in making it a success. Commissioner Kelley said that he was looking forward to the upcoming Farm Share food distribution the following Wednesday, February 1, 2023 from 10:00 am until 1:00 p.m at the Sherbondy Pavillion. He also invited all of the Seniors to join him for a day of fishing in South Bay Pahokee, FL on February 9, 2023, adding that there would be limited seating. Commissioner Kelley instructed the Seniors to bring their own fishing poles and bucket, but said that lunch and bait would be provided. The Commissioner then proceeded to also announce that movie night is being brought back to the City of Opa-locka. He also asked those who are interested in the Neighborhood Community Watch, to please be on the lookout, noting that it was mentioned at Meet Me Monday and Commissioner Kelley informed his Commission colleagues that he would like to start the process and said that he will contact the City Manager's office to set up a meeting about it. The Commissioner also advised that the reopening of Ingram Park is still in the works, announcing that the goal is to have the park reopened within 90 days because he said that the park has been closed for too long. Commissioner Kelley explained that he hopes to provide short term accessibility to Ingram Park for Residents, while the long projects are being completed. The Commissioner said that he looks forward to all of the Black History Month events. Commissioner Kelley concluded by recognizing that on Friday, Mayor Taylor would deliver his State of the City address.

Vice Mayor Ervin reminded everyone that the Opa-locka "On the Mic" karaoke event would be held on February 25, 2023 from 6:00 pm to 11:00 pm. The Vice Mayor proceeded to announce that the Spring Break Kick Off Pool Party will be held on March 18, 2023. She Vice also said that for those in need, Pastor Mikell from Mount Tabor Ministries would be hosting a food drive on January 26, 2023 beginning at 1:00 pm, while supplies last at 15050 Johnson Street in the Triangle. Vice Mayor Ervin then went on to share that she attended a Workshop and learned things about code enforcement that she was not previously knowledgeable about. The Vice Mayor shared that she had a discussion with the City Manager regarding having a Code Enforcement Workshop to educate residents who are unaware of permitting, like the Raad family had suggested earlier in the meeting, adding that everyone needs to be informed of the Workshop. Vice Mayor Ervin concluded by offering an apology to the Raad family for the treatment they received.

Commissioner Williams congratulated Commissioner Kelley for the Dr. Martin Luther King, Jr. Walk and continue the legacy of his mother, former Commissioner Ollie B. Kelley. The Commissioner explained that her absence was due to the date clashing with the Founders Day for Delta Sigma Theta Sorority. She expressed her amazement upon seeing the photos and videos of students that were involved in the MLK Walk, many of which were from Robert B. Ingram Elementary School. Commissioner Williams then went on to say that she spoke to a Resident regarding littering and trash in the city, explaining that she did not want to name the Resident because she is sure he will be at the Commission Meeting one day to speak on it. The Commissioner expressed that the City of Opa-locka has to no longer tolerate littering and trash, as she said other cities do. Acknowledging the great work of the Illegal Dumping Task Force through the Police Department, she asserted that the City has to get a handle on enforcement and education on littering and trash, adding that she believes education on the laws, rules and consequences is key. Commissioner Williams urged her Commission colleagues to join her in rallying with her to make the City of Opa-locka clean for all visitors and residents.

Commissioner Bass stated that she had received emails regarding Resident water bills and suggested that a meeting be scheduled with Residents who have issues with their water bill. The Commissioner stated that she received an email from a Resident with a water bill of \$7,000 without a meter and another Senior Resident with a water bill for approximately \$600 who lives alone. She suggested that the meeting she proposed could include someone from the Miami-Dade County Water & Sewer Department, representatives from the City of Opa-locka and some of the residents who are having issues to see what needs to be done. Commissioner Bass also reported that she received an email from a resident at Glorieta Gardens Apartments about not having internet access which affects their children's ability to do homework. She wondered what the City can do to assist the Residents with that issue.

Mayor Taylor advised Commissioner Bass of an organization that partners with the City of Opa-locka for many events which provides tablets and free internet access to Residents, adding that he would forward the organization information to the City Clerk so that it could be provided to the Residents of Glorieta Gardens Apartments. The Mayor said that he has also received emails about water bill issues, including one from a Senior Citizen with a water bill for \$2,000. He joined Commissioner Bass in requesting that the City Manager's Office reach out to Miami-Dade County Water & Sewer Department to seek out resources for those Residents. The Mayor acknowledged a newly sworn Police Officer, Pablo DiMella as well as the new Legislative Aide Ms. Ashley Walker. The Mayor then asked everyone to keep Officer Robert Bell in prayer, because he had been admitted to the hospital earlier that day. Mayor Taylor concluded by inviting all Residents to the State of the City address on Friday, to hear great things that the City of Opa-locka has done and is about to embark upon in the near future.

21. OFFICIAL BOARD APPOINTMENTS:

Vice Mayor Ervin appointed Ms. Angelina Roberts to the Community Relations, Recreations & Activities Board and Ms. Pamela Butler to the Housing Authority & Nuisance Abatement Board.

Commissioner Kelley expressed his hope that the City Manager's Office could get a Clerk appointed to the City's Board now that they have a compliment that would at least establish a quorum.

Mayor Taylor thanked the Citizens that are ready and willing to serve.

22. ADJOURNMENT:

Mayor Taylor thanked the City Staff for being with the Commission at the meeting, especially for their hard work, dedication and all they do for the great City of Opa-locka.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin to adjourn the meeting.

There being no further business to come before the City Commission, the meeting was adjourned at 8:27 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The city of bright opportunities”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
February 8, 2023
7:00 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:06 pm on Wednesday, February 8, 2023 at the City of Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica Williams, and Mayor John H. Taylor, Jr. Also in attendance were: Interim City Manager Darvin Williams, Assistant City Manager George Ellis, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was led by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Award Presentation by Commissioner Joseph L. Kelley

Recognition of unsung heroes in honor of Black History Month

Mayor Taylor stated that the Commission was excited because it was their first meeting in their brand new Chambers.

Commissioner Kelley presented Pastor Burnice Mikell from Mount Tabor Ministries, Bishop Dike Lanier from Jesus Rock Ministries, Inc., Cristino Pinelas from Ministerio Renuevo, Inc., Pastor Keith Butler from Logos Baptist Church, Valerie Alli and Sandra Alli with a commendation, recognizing them for their work in the Community, recognizing them as unsung heroes in honor of Black History Month.

Mayor Taylor thanked Commissioner Kelley for acknowledging the unsung heroes in the Community, and the great work that they do.

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

Commissioner Joseph L. Kelley requested to have Item 13-1 pulled from the Consent Agenda.

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

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

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

7. APPROVAL OF AGENDA:

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

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

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

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - January 11, 2023

It was moved by Commissioner Williams, seconded by Commissioner Kelley to approve the minutes from Regular Commission Meeting Minutes - January 11, 2023.

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

Commissioner Bass	Yes
Vice Mayor Ervin	Yes

Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

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

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

Mayor Taylor opened the Citizens' Forum.

Ms. Kimberlee Downer who resides at 945 Arabia Avenue introduced herself as a Black Scholar at Miami-Dade College and a Student Fellow at a local civic non-profit organization. Ms. Downer shared that she has lived in the City of Opa-locka since she was born, lamenting that she doesn't feel a true connection to the City because of what she described as a lack of interaction and connection from the community, adding that she is not the only person in her age group that feels the same way. She recalled that when she was about 10 years old in 2012, the Community was highly active with bookbag and food drives, the Fourth of July and Halloween parties, and she said that the events were for everyone, but were especially for the youth. Ms. Downer shared her view that there was a focus on the youth, with a goal of making the City better for them, adding that she feels the focus has drifted. She stated that about 35% of the City's population are age 0 to 19 years old, but said that they're not engaged with the City and urged the Commission to work to connect and unify the people in that age group. Ms. Downer suggested that organizing more events geared towards the youth will make a difference with the civic empowerment gap that she believes exists. She also said that creating a social media presence for the City of Opa-locka on social media would be a positive and resourceful way to catch the attention of the youth, stating that she does not believe there is any. Ms. Downer then said that she feels that she doesn't hear about many events held by the City until she comes to a meeting, or hears about them on the day it is actually happening or after the event has already passed. She recommended that the City create a presence on Instagram as a more efficient and successful way for services to reach the youth and all Opa-locka Residents. Ms. Downer concluded by

urging the Commission to return the focus to the youth because the next generation will be the ones to carry Opa-locka into the future.

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

Mayor Taylor said that he was very impressed with Ms. Kimberlee Downer's speech and said he wanted to set up a meeting because he recognizes that there is a disconnect with her age group, offering assurances that the Commission wants to make sure that they hear her and are her voice. The Mayor acknowledged that it is a big issue that a lot of young people don't feel engaged, empowered or like they have anything in the City of Opa-locka. He assured Ms. Downer that they will have a better presence. The Mayor concluded by congratulating Ms. Downer on all her accomplishments, because he said that he likes to see young people doing good things.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A", FOR PROJECT IMPROVEMENTS AT THE INTERSECTION OF SR 916/NW 135TH STREET AND NW 136TH STREET FROM WEST OF NW 30TH AVENUE TO WEST OF NW 27TH AVENUE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

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

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

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

Public Works Director Austin stated that the resolution proposed by Agenda Item 12-1 would improve the motorist and pedestrian safety by aligning the Opa-locka Boulevard roadway so it's easier to access from the east side of 27th Avenue. Mr. Austin also shared that a detention pond will be built behind the entry feature in the middle of the intersection.

Commissioner Kelley stated that he supports the resolution proposed by Agenda Item 12-1 but said that he pulled the item because he had asked during his agenda briefing about a mosquito plan, in consideration of the retention pond.

Public Works Director Austin informed the Commission that the Florida Department of Transportation clarified that they will be installing a detention pond and not a retention pond, so that after a rain event the water will be filtered and flow to the canal, with no water left standing.

Commissioner Kelley stated that the document read retention, despite him acknowledging that Mr. Austin was stating detention.

Public Works Director Austin stated that the Florida Department of Transportation had made that clarification earlier that day.

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A", FOR PROJECT IMPROVEMENTS AT THE INTERSECTION OF SR 916/NW 135TH STREET AND NW 136TH STREET FROM WEST OF NW 30TH AVENUE TO WEST OF NW 27TH AVENUE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT THE CONVEYANCE OF THE WATER DISTRIBUTION SYSTEM AT THE IRONWOOD COMMERCE CENTER AT 12700 NW 42ND AVENUE, OPALOCKA, FROM THE DEVELOPER, GPT NW 42ND**

AVENUE, LLC. AND ENTER INTO AN AGREEMENT WITH DEVELOPER, ATTACHED HERETO AS EXHIBIT “A”, FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND EXECUTE A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND THE CITY OF SWEETWATER, FLORIDA, ATTACHED HERETO AS EXHIBIT “A”, FOR LAW ENFORCEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CREATE A PROGRESSIVE DASHBOARD FOR PRESENTATION AND SUBMISSION TO THE CITY COMMISSION AND SUBSEQUENTLY THE STATE OF FLORIDA FINANCIAL OVERSIGHT BOARD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO MAKE CERTAIN REVISIONS TO THE CITY’S 5-YEAR FINANCIAL RECOVERY PLAN AND SUBMIT RECOMMENDATIONS TO THE CITY COMMISSION FOR FINAL APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY CLERK TO ENGAGE WITH THE FLORIDA LEAGUE OF CITIES OR SIMILAR GROUP TO OBTAIN A VIABLE EVALUATION TOOL FOR CITY CHARTER POSITIONS AND SUBMIT SAID EVALUATION TOOL TO THE CITY COMMISSION FOR CONSIDERATION AND APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 11, 2023). *Sponsored by Mayor Taylor***

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

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

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

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

Mayor Taylor explained that he sponsored the ordinance proposed by Agenda Item 16-B-1 to get rid of the Future Agenda Items section of the Commission Meeting Agenda.

There being no additional discussion, the proposed ordinance was approved by a 3-2 vote.

Commissioner Kelley	Yes
Commissioner Williams	No
Commissioner Bass	No
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

2. **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, 2022 AND ENDING SEPTEMBER 30, 2023, 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 January 25, 2023). *Sponsored by Interim City Manager***

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

Mayor Taylor opened the Public Hearing for Agenda Item 16-B-2.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 16-B-2.

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

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 16-B-2.

Interim City Manager Williams stated that Agenda Item 16-B-2 proposes the second reading of the ordinance for the budget amendment. The Manager said that the Commission Members are all aware that there were

a few changes between the first and second readings, which were addressed in their individual agenda briefings. He then proceeded to invite Budget Administrator Bob Anathan to deliver a presentation to the Commission and the public.

Budget Administrator Bob Anathan reminded the Commission that the primary purpose of the proposed budget amendment is to move projects that did not get completed last year into this year's budget and bring in the corresponding funding, and he then delivered a presentation on FY 23 Budget Amendment #1.

Commissioner Williams thanked Budget Administrator Bob Anathan for providing the breakdown on the insurance premiums that she requested. The Commissioner expressed concerns about the \$648,000 overage, as she pointed out she had before. After seeing the yearly breakdown, Commissioner Williams asserted that the City needs to continue to revamp. She acknowledged that Mr. Anathan provided the process, stating that she assumes it will be with the City Manager's Office. Addressing the worker's compensation, she said that it was a huge jump adding that she knew there were going to be some issues after they saw the history and yearly breakdown and why the premiums are jumping. The Commissioner suggested that the City look at other insurance carriers or have a serious conversation with the current carrier about the premium because she said that they can't continue to have those big jumps, adding that they need to see what they are doing to decrease the premiums.

Budget Administrator Anathan informed the Commission that when the audit is done, the \$648,000 is going to be around \$500,000 stating that he is not justifying it, but pointing out that it is a lot better. Mr. Anathan also said that a very aggressive safety training program will be implemented to start to bring down both the general liability and workers compensation.

Commissioner Williams asked if the safety training would be completed through the insurance carrier or through a company the City will bring in.

Interim City Manager Williams explained that the action plan is to bring in training that will lower the premiums while also bringing forward a request for proposals for a consultant that will negotiate a lower rate on premiums.

Commissioner Williams asked where the workers compensation data sits.

Interim City Manager Williams informed the Commission that it is a function of the Human Resources Department.

Commissioner Williams expressed her hope that the Human Resources Department is identifying where the high numbers are coming from, so that they are not just targeting all of the City Employees, but particular departments that need some tender loving care.

Interim City Manager Williams pointed out that at the moment, the City has a Human Resources Department of one, adding that the City of Opa-locka is hiring and encouraging referrals of any candidates that are interested in working with the City. The Manager assured the Commission that those were numbers that would be looked at further, acknowledging that he and Budget Administrator Anathan were blindsided by the premium hike and he said that was when they began to look at the workers compensation. He pointed out that it is not across the board, stating that it is a small minority that continues to have claims over and over again, and said that it was something they were going to address.

Mayor Taylor asked Budget Administrator Anathan what the \$1.3 million in grants was.

Budget Administrator Anathan explained that the grants were for the cultural center in Historic City Hall and the Police Station, which rolled over from the previous year's budget.

There being no additional discussion, the proposed ordinance was approved by a 5-0 vote.

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

17. CITY MANAGER'S REPORT:

Interim City Manager Williams stated that he had nothing to report at that time.

Commissioner Kelley thanked the Manager's Office for the Meet Me Monday responses, stating that they were a little late but acknowledging that they got there. The Commissioner also said that he wanted to follow up with his meeting with the Manager and the Police Department on some of the concerns and responses, stating that he doesn't

want to bring them up now but expressing his opinion that they don't meet expectations. He said that his office would reach out before Monday, prior to the next Meet Me Monday, to discuss it further and that he would send all of the other items in an email.

Vice Mayor Ervin noted that feedings around Opa-locka usually have Police Officers, and asked if Pastor Mikell from Mount Tabor Ministries could have a Police Officer for his food drives on Thursdays beginning at 1:00 pm at 15050 Johnson Street in the Triangle. The Vice Mayor shared that she happened to be there the day that a car was doing donuts in the middle of the street in that small area, and she said it was rather scary adding that it could have been real ugly. Vice Mayor Ervin then went on to point out that the City had put up green lamp poles years ago, but noted that she counted at least 5 where the bases are still there but the poles are missing, suggesting that the City should remove the base because they have jagged edges and she thinks it is a little dangerous. The Vice Mayor also thanked the City Manager's Office and the Chief of Police because the prior night they helped with a situation at Glorietta Gardens Apartments, recognizing that they both understand that Residents are important and understanding that Residents shouldn't have to call saying that they're fearful. She reported that they rectified the situation immediately, adding that she received several calls thanking her from Residents who she told that the Manager and Chief made it happen. Vice Mayor Ervin concluded by thanking both the Manager and the Chief because those Residents were able to sleep peacefully last night, adding her hope that they can sleep peacefully going forward.

Mayor Taylor shared that after the rainstorm over the past weekend, Residents reached out to him via email and on his cell phone, about the flooding 132nd Street and Aladdin Street, recognizing them as hotspot areas that were flooded. The Mayor asked Manager Williams to provide him with what the City is doing to address the flooding, as soon as possible.

Commissioner Williams asked Interim City Manager Williams to speak about the February 16th Public Relations Workshop and what the process is going to look like, because she said that she wants to make sure that everyone knows what the City is doing in terms of rebranding.

Interim City Manager Williams informed the Commission that the City is in the process of a lengthy onboarding process, adding that there are several steps that need to happen. Manager Williams explained that the public relations firm wanted to set meetings up with his Office, but he said that he told them that the Commission is the face of the City and they needed to hear and speak directly to them. He said that the public relations firm wants to meet with the Commission at a Workshop to get their opinion on the direction of the City, establish the City's uniform message and develop a plan for media training like other cities. Explaining that in addition to the group portion, Manager Williams asked the public relations firm to meet with the Commission one on one to determine their individual messaging, prepare for their events by staying ahead of their schedule, and produce media content to their liking.

Commissioner Williams stated that she would like to have a Workshop so that the Residents have input.

Interim City Manager Williams stated that was not planned at the time.

Commissioner Williams requested a Workshop, so that they are all clear and uniform. The Commissioner acknowledged that Ms. Kimberlee Downer was speaking on engaging and working with youth, and she shared that she knows the marketing firm has a plan for social media including Instagram and TikTok, adding that they want to make sure that they are on those platforms with the messaging and logos. Commissioner Williams concluded by stating that she wants to make sure that Resident buy-in as well.

Mayor Taylor asked if Commissioner Williams was asking to have the Workshop with Residents prior to the Workshop with Roar Media Group.

Commissioner Williams stated that it could be after as long as the City doesn't hastily make any decisions in terms of marketing, and that the City pulls back on some of the things that have already occurred. The Commissioner explained that she was suggesting an open forum with the voice of Residents to share how they would like to see the City marketed.

Mayor Taylor said that he heard her loud and clear and said that she could work with the Clerk to poll the Commission.

Interim City Manager Williams informed Mayor Taylor that his Office was prepared to provide a direct response to the flooding on Aladdin Street and 132nd Street and asked Capital Improvement Projects Manager Adelina Gross to provide an update to the Commission.

Capital Improvement Projects Manager Adelina Gross informed the Commission that the inspections were completed on Monday morning after the flooding, and she said that drainage is installed in those areas. Ms. Gross then explained that they would take the same approach that was taken on Sharazad Boulevard which included cleaning with the expectation that the system is working correctly and seeing if any repairs need to be done.

Mayor Taylor shared his understanding that the first step that was being done was a cleaning.

Capital Improvement Projects Manager Adelina Gross confirmed that the structures and lines would be deep cleaned so they could support the drain.

Commissioner Kelley stated that since the City is going to clean the drains, that they should all be cleaned because there are other areas that need to be cleaned. The Commissioner also asked that the Commission be provided a maintenance plan to clean all the drains, including a list of when the drains were cleaned last. Commissioner Kelley thanked Mayor Taylor for bringing it up.

Capital Improvement Projects Manager Adelina Gross informed the Commission that the City has a plan to cover the City by areas, and she said that a company was engaged at the end of last year for the purposes of cleaning the drainage system. Ms. Gross said that the first area being addressed was 38th Court and some other areas that get constantly

flooded even with little rain, adding that the next step is to clean the Residential parts of the City.

Mayor Taylor asked Manager Williams to have Capital Improvement Projects Manager Adelina Gross provide the drainage cleaning schedule so that the Commission can let Residents know that something is coming, because he said that they are getting constant calls about flooding every time it rains.

Commissioner Bass asked that the City find a way to inform Residents of the drainage cleaning so they will know that the City is working for them.

Commissioner Williams recalled that there were issues with the pump station on Sunday, and she asked what the Commission could do.

Interim City Manager Williams informed the Commission that it has been an ongoing issue in the City of Opa-locka for years and he said that it was something that he has taken head on with the County and its Administration, since he was appointed as Interim City Manager. The Manager said that the City's master pump station and two pump stations pump affluent to Miami-Dade County's Pump Station 300 which he recognized is one of the longest chains that goes from Hialeah all the way to North Miami Beach. He further explained that in order for Residents to be able to flush their toilets during times of rain, Pump Station 300 has to be able to take the affluent that is pushed to it. Mr. Williams shared that when he first came on board as City Manager, he kept noticing that the City had charges of \$60,000 every single time it would rain and when he queried Public Works Director Airia Austin about the charges, who explained that when Pump Station 300 does not accept affluent, the City's pump stations overwork until they break and cost about \$60,000 to repair. Pointing out that the City was doing that over and over again, Manager Williams said that to stop that expense and preserve the pump stations, once the City gets notice that Pump Station 300 is not accepting affluent, the Public Works team is mobilized to shut down the pump stations. The Manager reported that he reached out contemporaneously to the County since the summer of last year, with documentation to show them that the City is trying to run its pump station but the County's pump station is not accepting affluent, and he lamented that they always respond the exact same way, stating that Pump Station 300 is working intermittently or that it is working fine, with them going back and forth for several months.

Commissioner Williams thanked Interim City Manager Williams for working on it and asked if there was something that the Commission can do legislatively, recognizing that it is something that has been a thorn in Opa-locka's side for years, acknowledging that the water pressure is very low specifically during rainstorms.

Interim City Manager Williams informed the Commission that he reached out to Miami-Dade County Mayor Daniella Levine Cava's office and said that Mayor Taylor has also reached out and added that he believes Commissioner Kelley is looking at taking some action. The Manager stated that he believes a voice from the Commission as a continued push of Mayor Taylor's agenda is exactly what is needed.

Commissioner Williams stated that she would reach out herself also.

Interim City Manager Williams stated that he appreciates the Commission taking this on and he said that the pushback he has received is that this has gone on so long that it is just the way it is and they should accept it. The Manager said that based on internal conversations with department heads, the cost to fix it is going to be exorbitant for the County and is just not something that they're looking to do. He said that he's not sure how they're going to move forward, but Manager Williams shared his belief that with the voice of the Commission working hard to push a resolution, that they have to find something because to say to the Residents of Opa-locka that this is going to continue, is just unacceptable.

Commissioner Kelley said that it does not sit well with him when he hears statements like that, but said that since Mayor Taylor is the lead and has spoken to Mayor Levin Cava's office, he will give him one more time to see if he can get some resolution, adding that otherwise the Commission may have to go down as a body and get on the agenda with the Commission Members standing around the Mayor in solidarity because it needs to be addressed once and for all.

Mayor Taylor shared that the County was reached out to on Sunday and they are saying that Pump Station 300 is working well. The Mayor then said that the City provided the County with documentation showing that the City's pump stations are not working up to par due to the clog in Pump Station 300. He added that follow-up letters are being sent to the County and the next step is to go down there.

Commissioner Bass said that they would pack a bus.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Commissioner Williams committed to reaching out to Ms. Kimberlee Downer because she said that she would love for her and her group to be a part of the Junior Board. The Commissioner said that there are 2 groups of people that a city must rally around, including children and seniors, adding that if they don't, they're lost as a city. Acknowledging that the City does a pretty good job with seniors, Commissioner Williams said that they have to do a little bit better when it comes to children, youth and young adults.

Commissioner Bass thanked the City Manager's Office, the City Clerk's Office and Ms. Myia Hepburn for working hard to facilitate the Commission going to Glorieta Gardens Apartments on February 23rd from 11 am - 2 pm, where she said a majority of her babies live, despite some Residents being afraid to go there. The Commissioner said that they will have an event to get internet service up and running, as they work hard to make sure that they are not just able to be educated at school, but also at home with internet service, recognizing that it is needed. Commissioner Bass concluded by informing her colleagues on the Commission that they are more than welcome to come.

Vice Mayor Ervin shared her hope that soon the Commission would have Board Reports. The Vice Mayor said that she has received calls as recent as earlier that day, that she thinks would be a nuisance abatement issue, but she noted that despite the boards having members, the City needs to get a clerk or whatever they need to get, to get the boards up and running. She also said that she looks forward to seeing everyone on Friday night when she co-sponsors the first themed BINGO for the Super Bowl, urging everyone to wear red and white in support of the Kansas City Chiefs.

Commissioner Kelley commended Commissioner Bass for her effort on the internet for the young people, recognizing that it is a challenge all over the country, adding that he is glad to see the City is doing what it can through the City Manager and City Clerk's Office. The Commissioner reported that the monthly Farm Share food distribution was held last Wednesday at Sherbondy Pavillion. He explained that the food distribution at Segal Park on the third Friday of the month was canceled because there were supposed to be Black History events taking place, but he offered assurances that it will start in March and will provide 2 opportunities on the first Wednesday and third Friday of the month. The Commissioner thanked all of the volunteers, his co-sponsors and all of the Commission, the Manager's Staff, Clerk's Staff and everyone that makes it possible to do what is done for the Community. He expressed his hope to bring before the Commission an item to get Ingram Park open in the next 3 months, recognizing that there are long-term plans but asserting that the Residents in that area deserve for the park to be open. Commissioner Kelley said that Meet Me Monday is coming on February 13th at 6 pm at the Helen Miller Center with a representative from Miami-Dade County Housing Authority to make a presentation on the rental and mortgage assistance program. Acknowledging that the City and Community Redevelopment Agency have an initiative, Commissioner Kelley said that he wants to have the presentation and get the ball rolling so that they can help Residents who are feeling the impact from the housing challenges. The Commissioner pointed out that it is announced and put on the flyer that some of his Commission colleagues may be there, and said they are always welcome. He then said that they were going fishing the following day with the Seniors to South Bay and Pahokee, leaving the City at 8:30 with lunch being provided by the co-sponsor Vice Mayor Ervin. The Commissioner said that the Seniors are very excited and he shared that

he had a couple of them call him because they already want another date because they have doctors appointments and can't make it. He also said that he has been assured by the Manager that the vehicles are ready. Commissioner Kelley went on to say that he is continuing to work on reestablishing the Neighborhood Watch, which he said used to be called Crime Watch, informing the public that they will hear more about that and stating that his Commission colleagues who want to be engaged in that, are more than welcome as he said they are welcome to engage with anything he does in the Community. He then said that he just received from the City Manager's Office, the comments from the last meeting. Recalling that he wasn't there, Commissioner Kelley said that one of them dealt with filling the City Boards with clerks, and he noted that the comments say that all of the City Boards have an assigned clerk with the exception of the Civil Service Board. Addressing Vice Mayor Ervin's concern about the City Boards, Commissioner Kelley said that the Boards should be able to start functioning and he asked the Clerk to reach out to schedule a meeting in March, even if it's just an organizational meeting. He asked the Manager to make sure that the clerks are there so that they can get started. Commissioner Kelley pointed out that Residents have been asked to be a part of the Boards, they have signed up to do it and now it is on them to get it going. Acknowledging that there have been some issues with the Civil Service Board because of decreased staffing, he asked his Commission colleagues to do whatever it takes if they have to vote on it, stating that he wanted to direct the Clerk's Office to temporarily clerk the Board until staffing is available. Noting that he heard that the Manager said they were recruiting, Commissioner Kelley expressed his hope that it shouldn't take more than a month. The Commissioner emphasized that he wants to see all of the Boards start meeting in March, as soon as possible. Pointing out that the Boards are Community oriented, he said that they need to be a part of the things the Commission is doing in the Community and be the Commission's eyes and ears.

Mayor Taylor stated his understanding that Commissioner Kelley would like City Clerk Flores or somebody from her Office to clerk the Civic Service Board.

City Clerk Flores stated that she agreed to clerk the Civil Service Board on a temporary basis, with the understanding that the minutes will be transcribed by an outside agency and not the Clerk's Office.

Commissioner Kelley said that was fine and said that he wants to get the Board going so that the Citizens who are volunteering their time, can help make the City go forward. The Commissioner concluded by commending the Manager, City Staff and all those who worked so hard on the new Commission Chambers. The Commissioner pointed out that there is some tweaking to be done, stating that he was told they need some greenery and that the screen has a little glare, but acknowledging that it is for the Residents and that the microphones sound nice and loud. Commissioner Kelley concluded by joking about how

they could make a great escape if they have to get out of there, pointing out that Commissioner Williams is closest to the door, and he once again thanked everyone and urged them to move forward.

Mayor Taylor stated that he was willing to help Commissioner Kelley with the Neighborhood Watch. The Mayor thanked everybody that attended the State of the City, and he shared his appreciation for Ms. Adelina Gross for her work on the new Commission Chambers, as well as the architect, the Manager's Office, the Clerk's Office, the City Attorney and everybody that played a part in ensuring that Opa-locka has a Commission Chamber in the City. He also pointed out that the Commission allocated funds for scholarships, recommended that the City start advertising for that to let Residents know that the City wants to award that money to students, recalling that the previous year the City was a little late. The Mayor also asked the Manager to reach out to an agency about summer jobs in the City of Opa-locka, also recalling that it was another initiative that was brought forth the previous year by some of his Commission colleagues, but the City was behind. Mayor Taylor concluded by sharing his hope to see everyone at BINGO on Friday.

21. OFFICIAL BOARD APPOINTMENTS:

City Clerk Flores informed the Commission, there were no pending Board applications.

22. ADJOURNMENT:

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to adjourn the meeting.

There being no further business to come before the City Commission, the meeting was adjourned at 8:23 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO INITIATE THE BUDGETED PROGRAM OF UPGRADING CITY GATEWAY FEATURES, INCLUDING INCORPORATION OF THE NEW CITY LOGO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the development of the Fiscal Year 2023 Annual Budget and as part of the City of Opa-Locka's beautification plans, it was recognized that a branded image needed to be developed and implemented for the City of Opa-Locka's gateway features, including six existing locations and the addition of two additional prominent locations considered to be major entryways into the City of Opa-Locka ("City"). A budget of Two Hundred, Eighty Thousand Dollars (\$280,000.00) for this project was approved in the adopted Fiscal Year 2023 budget; and

WHEREAS, the six existing locations include the following (1) NW 151st Street and NW 37th Ave., (2) NW 151st Street and NW 27th Ave, (3) Opa-Locka Blvd and NW 17th Ave, (4) Alibaba Ave and NW 27th Ave, (5) Opa-Locka Blvd and NW 27th Ave (Includes an electronic display), and (6) NW 119th Street and NW 42nd Ave, within the City. Two additional locations are recommended as located at (1) NW 22nd Avenue and NW 151st Street and (2) NW 47th Avenue and NW 135th Street, within the City; and

WHEREAS, the Interim City Manager has recognized a new logo for the City and is recommending incorporation of said logo within new entryway features; and

WHEREAS, the Interim City Manager is recommending the initial step for the re-branding plan will be for the City's marketing firm to develop a branding strategy for the City. Upon obtaining City Commission approval, this branding strategy will be translated into a recommended design to standardize the entryway features to provide a consistent branded appearance at the major entrances into the City; and

WHEREAS, once the design is approved by the City Commission, a Request for Proposals (RFP) will be issued seeking a contractor to remove the old entryway features and install new ones at the eight locations; and

WHEREAS, the City Commission finds it is the best interest of the City to direct the Interim City Manager to initiate the budgeted program of upgrading City gateway features, including incorporation of the new City logo.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the Interim City Manager to initiate the budgeted program of upgrading City gateway features, including incorporation of the new City logo.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

[Handwritten Signature]

City Manager:	Darvin Williams			CM Signature:					
Commission Meeting Date:	02.22.2023		Item Type: (Enter X in box)	Resolution	Ordinance		Other		
				X					
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading			
	X								
				Public Hearing: (Enter X in box)	Yes	No	Yes	No	
Funding Source: Account# :	(Enter Fund & Dept) Ex: 44-541847		Advertising Requirement: (Enter X in box)	Yes		No			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:						
		X							
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)					
	X								
Sponsor Name	Mayor Taylor		Department:	City Commission					

Short Title:

A resolution of the City Commission of the City of Opa-locka, directing the Interim City Mayor to initiate the budgeted program of upgrading City gateway features, including incorporation of the new City logo.

Staff Summary:

History: In the development of the FY 23 Annual Budget and as part of the City's beautification plans, it was recognized that a branded image needed to be developed and implemented for the City's gateway features, including six existing locations and the addition of two additional prominent locations considered to be major entryways into the City. A budget of \$280,000 for this project was approved in the adopted FY 23 budget.

Existing locations include the following:

- NW 151st Street and NW 37th Ave
- NW 151st Street and NW 27th Ave
- Opa-locka Blvd and NW 17th Ave
- Alibaba Ave and NW 27th Ave
- Opa-locka Blvd and NW 27th Ave (Includes an electronic display)
- NW 119th Street and NW 42nd Ave

Two additional locations are recommended as follows:

- NW 22nd Avenue and NW151st Street
- NW 47th Avenue and NW 135th Street

The initial step will be for the City's marketing firm to develop a branding strategy for the City. Upon obtaining City Commission approval, this branding strategy will be translated into a recommended design to standardize the entryway features to provide a consistent branded appearance at the major entrances into the City. Once the design is approved by the City Commission, an RFP will be issued seeking a contractor to remove the old entryway features and install new ones at eight locations.

Current Activity: The City has a new logo which will be incorporated into the new entryway features.

Financial Impact: \$280,000 has been budgeted for construction of this project in the Safe Neighborhood CIP budget (44-541847). There is no additional expense for the City's marketing firm since developing a City branding strategy is a primary mandate of their contract, which is a fixed fee contract.

Proposed Action:

Staff recommends the City Commission approve the legislation directing the Interim City Manager to initiate the City's budgeted gateway features project, including incorporation of the new City logo.

Attachment:



City of Opa-locka

Gateways



SUPERION
DATE: 02/07/2023
TIME: 15:41:58

CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: expmgr.key_orgn='44' and expmgr.account='541847'
ACCOUNTING PERIOD: 5/23

SORTED BY: FUND, FUNCTION, ACTIVITY
TOTALLED ON: FUND, FUNCTION, ACTIVITY
PAGE BREAKS ON: FUND

FUND - 320 - SAFE NEIG. CAP. IMP. FUND

ORGANIZATION / ACCOUNT / TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
320-5300-539-507 541847 CAPITAL PROJECTS GATEWAYS	280,000.00	.00	.00	.00	280,000.00
TOTAL ACTIVITY - OTHER PHY ENVIRONMENT	280,000.00	.00	.00	.00	280,000.00
TOTAL FUNCTION - PHYSICAL ENVIRONMENT	280,000.00	.00	.00	.00	280,000.00
TOTAL FUND - SAFE NEIG. CAP. IMP. FUND	280,000.00	.00	.00	.00	280,000.00
TOTAL REPORT	280,000.00	.00	.00	.00	280,000.00

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECONSIDERING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000- 0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, GPT NW 42ND AVENUE OWNER II, LLC C/O GRAMERCY PROPERTY TRUST & GPT NW 42ND AVENUE OWNER III, LLC C/O GRAMERCY PROPERTY TRUST seeks to redevelop the two-parcel site, located at 12691 NW 42nd Avenue and identified by folio 08-2129-000-0050 and 12705 NW 42nd Avenue and identified by folio 08-2129-000-0064, within the City of Opa-Locka ("City"), with the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed Use Overlay requirements; and

WHEREAS, on December 14, 2022, pursuant to Resolution 22-085, the City Commission reviewed and approved the Development Agreement for the construction and operation of an industrial and commercial mixed-use retail, and warehouse distribution facility on the property at 12705 NW 42nd Avenue, Opa-Locka, FL and 12691 NW 42nd Avenue, Opa-Locka, FL 33054; and

WHEREAS, the Applicant is requesting reconsideration for several amendments of the Development Agreement for the subject property; and

WHEREAS, Staff disagrees with the amendments of the Applicant but desires to bring this matter to the Commission for review; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve the development agreement of Applicant, as amended and provided herein and 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/Denial.

Approval/Denial of Amended Development Agreement. The City Commission of the City of Opa-Locka has reviewed the request of the Applicant, GPT NW 42ND AVENUE OWNER II, LLC C/O GRAMERCY PROPERTY TRUST & GPT NW 42ND AVENUE OWNER III, LLC C/O GRAMERCY PROPERTY TRUST, and hereby approves / denies the Amended Development Agreement request for the construction and operation of an industrial and commercial mixed-use retail, and warehouse distribution facility on the property located at 12691 NW 42nd Avenue and identified by folio 08-2129-000-0050 and 12705 NW 42nd Avenue and identified by folio 08-2129-000-0064 and both properties are in the B-3 Zoning District. A copy of the Amended Development Agreement with a copy of the approved Site Plan is attached hereto and incorporated herein as composite Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, 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 _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams (Yes) (No) _____

Commissioner Kelley (Yes) (No) _____

Commissioner Bass (Yes) (No) _____

Vice Mayor Ervin (Yes) (No) _____

Mayor Taylor (Yes) (No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay			Department Director Signature:			
City Manager:	Darvin Williams			CM Signature			
Commission Meeting Date:	February 22, 2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading X		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes X	No	Yes	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: N/A See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes X		No	
ILA Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECONSIDERING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant, GPT NW 42nd Avenue Owner II, LLC & GPT NW 42nd Avenue Owner III, LLC seeks to redevelop this two-parcel site and has submitted formal requests for site plan and development agreement approvals for the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed use Overlay

requirements. The City Commission reviewed and approved the Development Agreement for the construction and operation of an industrial and commercial mixed-use retail, and warehouse distribution facility on the property at 12705 NW 42nd Avenue, Opa-locka, FL and 12691 NW 42nd Avenue, Opa-locka, FL 33054 on December 14, 2022. This request is being reconsidered to approve the redline version provided with this request.

Background

This property is located in the southwest section of the City of Opa-locka on the east-side of NW 42nd Avenue, across from the City's Public Works Department. The property is owned by GPT NW 42nd Avenue Owner II LLC and GPT NW 42nd Avenue Owner III LLC according to Miami-Dade County Property appraiser's website. As indicated on the site plan the proposed development would consist of six buildings containing approximately 741,837 square feet which combines both commercial and warehouse uses and would provide 74,182 square feet of office use.

The applicant intends to develop the property with a commercial logistics uses in accordance with the Commercial B-3 zoning district regulations and the corridor mixed use overlay requirements for the inclusion of industrial warehouse and distribution uses. The proposed development would consist of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City. This development provides for both commercial and warehouse uses with a commercial visual appeal. This planned development is anticipated to generated approximately 1,000 construction jobs, 765 permanent jobs, and an excess of \$90 million in new investment inclusive of \$6 million of permits and impact fees.

The City of Opa-locka's Comprehensive Plan, Future Land Use Plan map provides that the property has a land use designation of "Commercial" with a "Corridor Mixed Use Overlay", for "Parcel 1" and a land use designation of "industrial" with a "Corridor Mixed Use Overlay", for "Parcel 2" which allows for an industrial/commercial mixed-use, which would include warehouse / distribution facilities and showrooms. Because the buildings are expected to be built on a speculative basis for many tenants and are not a build-to-suit for a specific tenant in mind, measurable commercial-retail at this time is not possible in order to preserve flexibility needed to best respond to leasing demand once the buildings are constructed. The site plan does provide a means for separate uses within each building to permit commercial retail, showroom and flex office space.

The proposed development use "Retail Center" and "Warehouse Distribution Center" is in harmony with the general characteristic of the surrounding neighborhood for Commercial/Industrial Uses. For Horizontal Mixed Use the Development where the different types of uses, industrial and commercial are horizontally integrated, the site plan has multiple buildings, and each building may be a separate use. There must be clear indicators as to the area designated for retail and for commercial uses. Retail uses must be specific to the products produced on site and any accessory uses. The applicant is proposing a speculative, multi-tenant commercial logistics project that has been designed to attract small- and medium-sized users that are anticipated to require approximately 10% in aggregate of square footage as retail/showroom and flex office space buildout inside the buildings. The buildings facing Lejeune and Douglas/Lejeune will feature shallower depths at 145 feet, more glass and storefronts, high auto parking counts, enhanced lighting and concealed truck courts, which are visually appealing to the neighborhood and will attract smaller businesses with office/showroom/retail spaces along the storefronts.

According to the City's Land Development Regulation/ Zoning Code B-3 (Commercial Industrial) allows Warehouse facilities for light industrial and light manufacturing uses; The B-3 Zoning District also permits B-1 & B-2 Uses and the district permits Flea Markets & Bazaars. As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located. The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e. indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc.

Financial Impact

Approval of this site plan and development agreement will not provide any negative financial impact.

Proposed Action:

Staff recommended approval of this Resolution

Attachment:

DRAFT Resolution

P&Z Application Package

P&Z Board Meeting Minutes 9-13-22

Record and Return to:
(enclose self-addressed stamped envelope)

Holland & Knight, LLP
(Joseph G. Goldstein, et. al.)
701 Brickell Avenue, Suite 3300,
Miami, FL 33131

This Instrument Prepared by:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street
4th Floor
Opa-Locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA
AND GPT NW 42ND AVENUE OWNER II LLC & GPT NW 42ND AVENUE
OWNER III LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this ___ day of ___ 2022 ("Execution Date") by and between GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC (the "Owner(s)"), a Florida limited liability company with the mailing address of 90 Park Avenue 32 Floor, NY, NY 10016 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 43.76+/- acres of land located at approximately 12691 LeJeune Road and 12705 LeJeune Road within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. 08-2129-000-0050 and 08-2129-000-0064 (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City Commission adopted Resolution Number _____, approving a Site Plan for the proposed development which consists of six buildings containing over 740,000 square feet and incorporates architecture that is derivative of a Moorish design theme in accordance with City Code requirements similar to the surrounding community with general design goals of the City, as shown on the Final Site Plan, and includes parking spaces and landscaping consistent with City Code requirements as shown on the Final Site Plan, is attached hereto and incorporated herein, in accordance with the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC approved Final Site Plan for the Project described below, as may be amended from time to time (the "Proposed Development");

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No. _____, adopted on _____, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth and listed below, and the Owner is authorized to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
 - d. "Comprehensive Plan" means the plan adopted by the City pursuant to

Chapter 163, F.S.

- e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., (the "Owner"), a Florida limited liability company, its/their successors and/or assigns with the mailing address of 90 Park Avenue 32 Floor, NY, NY 10016 and those designated to receive notices as provided in paragraph 17 (Notices) herein and/or any of its respective successors, assigns, or heirs.
- 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 GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., Project, the approval of the Final Site Plan and this Development Agreement, at approximately 12961 LeJeune Road & 12705 LeJeune Road, 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 GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., Site Plan, at approximately 12961 LeJeune Road & 12705 LeJeune Road "Final Site Plan" approved by the City Commission via Resolution No. _____ for the Proposed Development. which may be amended from time to time.
- 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 15-31.
- r. "Parties" means the City and the Owner, GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC, their successors and/or assigns.
- s. "Project" shall mean the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC and development of the 2.94 acre Property at 12961 LeJeune Road & 12705 LeJeune Road, and identified by Miami-Dade County Tax Folio Nos 08-2129-000-0050 and 08-2129-000-0064 (the "Property"), as described in the plans prepared by Langan Engineering and Environmental Services, Inc., and dated 3-29-22, which proposes the construction of six retail and warehouse & distribution buildings containing over 740,000 square feet and six buildings containing over 740,000 square feet and incorporates architecture that is derivative of a Moorish design theme in accordance with City Code requirements similar to the surrounding community with general design goals of the City, as shown on the Final Site Plan, and includes parking spaces and landscaping consistent with City Code requirements as shown on the Final Site Plan in accordance with the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC approved Final Site Plan for the Project described below, as may be amended from time to time;
- t. "Property" shall mean the parcel of real property defined in the preamble to this Agreement, and legally described in Exhibit "A" hereto.
- 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" shall mean City of Opa-Locka Resolution Number _____ and approving the Project and this Agreement.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163,3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, 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 or modification 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 Land Development Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

9. Development Conditions. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

- a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.
- b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- c. All signage shall comply with all city sign code ordinance requirements.
- d. Owner will abide by and not substantially deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project. Such items include but are not specifically limited to:
 - 1) Design of all physical structures, water bodies, private and public improvements and
 - 2) The color and dimensional characteristics of all building materials
 - 3) All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan
- e. Owner shall preserve and maintain all buildings and structures substantially consistent with the Project's Final Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this Agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this Agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or

by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until May 2052.

- f. At the request of the City, Owner shall submit or cause the submittal of an annual report and shall provide additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution and this Agreement. A copy of the City's form of annual report is attached as Exhibit "B".
- g. The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project's Final Site Plan except as approved by the City in the City's sole discretion. However, it shall be under the City's reasonable discretion if specific approved colors or materials are unavailable at the time of construction. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- h. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- i. Owner agrees to use commercially reasonable efforts to ~~encourage~~require its tenants to:
 - 1) Cooperate with the City on any City-initiated efforts with area economic development and educational organizations, including the Beacon Council, The Meek Foundation, Miami-Dade County Public Schools, and Miami-Dade College or other organizations acceptable to the parties, to expand vocational and technical training programs for residents within the City through December 31, 2024; and
 - 2) Recruit and employ qualified applicants who are City residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-locka, and encourage all contractors retained to develop the Project to do the same, as follows:
 - a) Prepare and provide the City with an outreach plan that outlines the Owner's anticipated commercially reasonable efforts to provide construction-related and permanent jobs to Opa-locka residents, prior to the issuance of the first building permit for vertical construction within the Property ("Outreach Plan"). Said Outreach Plan, at a

minimum, shall require that local job fair(s) (“local” shall mean within the municipal boundaries of the City of Opa-locka; hereinafter “Local Job Fair”) be held as described herein and shall outline job training opportunities within the Project.

- b) Host or require its general ~~contactor~~contractor(s) to host a Local Job Fair and provide a list of construction job openings to the City to post on the City’s website, prior to the issuance of the first building permit for vertical construction. The general contractor shall advise the City of any local new hires following its Local Job Fair(s).
- j. All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- k. The following timelines shall be complied with by Owner, GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC, Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - 1) Apply for building permits: within 12 months from the execution of the Development Agreement. The City Manager may grant a single 12 month extension for good cause shown.
 - 2) Must start construction: within 12 months following issuance of building permits. The City Manager may grant a single 12 month extension for good cause shown.
 - 3) Must complete project: within 24 months following issuance of building permits. The City Manager may grant a single 12 month extension for good cause shown.

10. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

- (a) Site plan approvals;
- (b) Modifications to existing approvals and permits, including the Project 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.
 - (i) All currently non-complaint physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will also be served by 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), FS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

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 after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

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.

- a) In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.
- b) In the event that the City asserts that the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the City, the City may stay the effectiveness of this Agreement as to the portion of the Property associated with the alleged non-compliance. However, before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the City shall send written notice containing the nature of the purported violation and provide a reasonable time-frame within which the Owner may correct the violation. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the City's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the City's or the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

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:

City Manager
City of Opa Locka
780 Fisherman St.
Opa Locka, Florida 33054

With a copy to:

Law Offices of Burnadette Norris-Weeks P.A.
City Attorney, City of Opa Locka
780 Fisherman St.
Opa Locka, Florida 33054

or 401 North Avenue of the Arts
Ft. Lauderdale, Florida, 33311

If to the Developer:

Link Logistics Real Estate LLC
90 Park Avenue, 32nd Floor
New York, New York 10016
Attn: General Counsel
Telephone: (212) 297-1000
Email: Legaldistribution@linklogistics.com Legaldistribution@linklogistics.com

Link Logistics Real Estate LLC
3470 NW 82nd Ave. Suite 760
Doral, FL 33122
Attn: Clifton Coffey

Telephone: (212) 297-1007

Email: ~~eeoffey@linklogistics.com~~ ccoffey@linklogistics.com

Link Logistics Real Estate LLC

3470 NW 82nd Ave. Suite 760

Doral, FL 33122

Attn: Camilo Rios

Telephone: (305) 704-7292

Email: ~~erios@linklogistics.com~~ crios@linklogistics.com

With a copy to:

Holland & Knight

701 Brickell Ave., Suite 3300

Miami, Florida 33131

18. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

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 Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

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, subject to the notice and cure provision contained in paragraph 15(b), above

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2022.

Approved for form and legal sufficiency:

City Attorney: _____

WITNESS:

GPT NW
42nd
Avenue
Owner II
LLC & GPT
NW 42nd
Avenue
Owner III
LLC., a
Florida
limited
liability
company

Signature

By: _____
Owner/Agent
Title: Manager

Print Name

Signature

Print Name

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of __ physical presence or online notarization, on this _____ day of _____, 2022 by XXXXXX XXXXX as Manager of GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC, a Florida limited liability company. He is:

__personally known to me, or
__produced identification. Type of identification produced _____.

Notary Public, State of Florida at Large

My Commission Expires:

Print Name

EXHIBIT A

Legal Description

LEGAL DESCRIPTION:

PARCEL 1:

THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER '8, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03" EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86°47'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 631.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°25'31.4" FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 SAID POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 100, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 14441, PAGE 1400.

EXHIBIT B
CITY'S ANNUAL REPORT FORM

City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

CITY OF OPA-LOCKA
ANNUAL REPORT FORM

Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Name and Title of Individual Completing Report: _____

Address : _____
Street Location

City, State, Zip

1. Describe any changes made to the proposed plan of development, during the Reporting Period, as approved by the City of Opa-Locka City Commission ("City") pursuant to Resolution No. _____, passed and adopted on _____, 2022.
2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC as approved by the City of Opa-Locka City Commission pursuant to Resolution No. _____, passed and adopted on _____, 2022 (the "Development Agreement").
3. Provide a list of development permits for vertical construction issued by the City during the Reporting Period.
4. Provide a list of certificates of occupancy within the project that have been issued by the City during the Reporting Period.
5. Describe compliance with Paragraph 9 (Development Conditions (a)-(k)) of the Development Agreement during the Reporting Period.
6. Provide a statement confirming that all persons have been sent copies of the annual report in conformance with Section 22 of the Development Agreement.

Document comparison by Workshare Compare on Friday, July 22, 2022
11:49:45 AM

Input:	
Document 1 ID	iManage://HKDMS/Active/156884008/4
Description	#156884008v4<Active> - Link / Development Agreement
Document 2 ID	iManage://HKDMS/Active/156884008/6
Description	#156884008v6<Active> - Link / Development Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	5
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE AGREEMENT AND ACCEPT THE PROPOSAL FROM SSN ENGINEERING, LLC. TO CHANGE THE LOCATION OF PLANNED CONSTRUCTION AND THE INSTALLATION OF 8-FOOT WROUGHT IRON FENCING AT SEGAL PARK; PROVIDING FOR THE REALLOCATION OF A PORTION OF FUNDING ORIGINALLY PLANNED FOR SEGAL PARK FENCING TO BE UTILIZED FOR INGRAM PARK; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 2022, the City of Opa-Locka ("City") passed Resolution 22-9993, authorizing the City Manager to enter into an agreement with SSN Engineering, LLC., attached hereto as Exhibit "A", for continuing professional architectural and engineering services for the construction and installation of an 8-foot wrought iron fencing and entry gate system for Segal Park, within the City, as well as the removal and disposal of the existing chain link fence, in an amount of Ninety-Five Thousand Dollars (\$95,000.00), with a contingency budget of Nine Thousand, Five Hundred Dollars (\$9,500.00) ("Agreement"); and

WHEREAS, following a field survey and assessment of existing conditions of the trees, infrastructure, and interference with private property, the Interim City Manager now recommends an amendment to the Scope of Services in connection with the Agreement, calling for the replacement of only the existing chain-link gate at the north entrance with an 8 ft. wrought iron gate for security and aesthetic purposes, but with no additional wrought iron fencing for the remainder of the Segal Park; and

WHEREAS, additionally, the Interim City Manager recommends that the current contracted linear feet of wrought iron fence originally intended for Segal Park be installed at Ingram Park along the canal to increase security and aesthetics of the area, including the installation of a new pedestrian gate and replacement of the vehicular gate previously intended ; and

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

WHEREAS, the City desires to amend the agreement with SSN Engineering, LLC., Inc. by acceptance of Contractor's proposal, attached hereto as Exhibit "B", to allow

a portion of funding originally planned for Segal Park fencing to be reprogrammed to provide additional fencing and gates at Ingram Park; and

WHEREAS, the City Commission finds that the amendment recommendations are in the best interest of the City as they will add more security to both parks and increase the aesthetics of these areas without any additional cost.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to amend the agreement with SSN Engineering, LLC., consistent with the proposal attached hereto as Exhibit "B", to change the location of planned construction and installation of 8-foot wrought iron fencing at Segal Park; providing for the reallocation of a portion of funding originally planned for Segal Park to be utilized for Ingram Park.

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 _____, 2023.

John Taylor, Mayor

Attest:

**Approved as to Form And
Legal Sufficiency:**

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

Department Manager:	Adelina Gross (Capital Improvements Program)		Department Director Signature:				
Interim City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	02/22/2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#: RFQ 20-0324200				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager			

Short Title:

**MODIFICATION OF SCOPE OF SERVICES RESOLUTION 22-9993
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE INSTALLATION OF
NEW FENCING AND GATE SYSTEM FOR SEGAL PARK (Project No 2022-04-018)
between SSN ENGINEERING LLC and the City of Opa-locka**

Staff Summary:

Approval is requested from the City Commission to authorize the Interim City Manager to modify the Scope of Service adopted in resolution 22-9993 which references the agreement between the City of Opa-locka and SSN Engineering, LLC for construction and installation services of an 8-foot wrought iron fence and entry gate system for Segal Park as well as removal and disposal of existing chainlink fence for \$95,000 and a contingency of \$9,500.

The Capital Improvements Department recommends the following changes to the Scope of Service under contract with SSN Engineering for Segal and Ingram Park adopted by resolution 22-9993:

Segal Park

The original Scope of Service called for replacement of the existing chainlink fence and gate. After a field survey and assessment of existing conditions of the trees, infrastructure, and interference with private property limits, staff recommends the following:

- Replacement of only the existing chainlink gate at the north entrance with an 8 ft. wrought iron gate for security and aesthetic purposes, but with no additional wrought iron fencing for the remainder of the park.

Ingram Park

-Staff recommends the current contracted linear feet of wrought iron fence originally programmed for Segal Park be installed at Ingram Park along the canal to increase security and aesthetics of the area, including the installation of a new pedestrian gate and replacement of the vehicular gate.

These recommendations are believed to be in the best interest of the City as they will add more security to both parks and also increase the aesthetics of these areas without additional cost.

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

Financial Impact

Of the original \$95,000 authorized for this project, \$80,273 remained unspent at the end of FY 22 and has been rolled into FY 23 to continue this project. These funds are available in Parks & Recreation, Improvements Other Than Building Account, 72-572630. There is no additional cost to the City from reprogramming a portion of the previously approved fence project from Segal Park to Ingram Park.

Proposed Action:

Staff recommends the City Commission approve the Scope of Service originally approved by Resolution 22-9993 be modified to allow a portion of funding originally planned for Segal Park fencing to be reprogrammed to provide additional fencing and gates at Ingram Park.

Attachment:

1. Agenda
2. CIP Memo to CM Segal and Ingram Park Fence Upgrades
3. Resolution 22-9993
4. Proposals provided by SSN Engineering, LLC
5. Executed Contract Agreement between SSN Engineering, LLC and the City
6. Resolution # 20-9767, accepting BID proposal for continuing professional architectural and engineering consulting services pursuant to RFQ 20-0324200



Adelina Gross
Manager
Capital Improvement Projects

Office: 305-953-2868

To: Darwin Williams, Interim City Manager
FROM: Adelina Gross, CIP Manager
DATE: February 6th, 2023
RE: Park Fencing Project Scope of Work Modification

The Capital Improvements Department recommends the following changes to the scope of work under contract with SSN Engineering for Segal and Ingram Park:

Segal Park:

The original scope of work calls for the replacement of the existing chain link fence and gate; after a field survey and assessment of existing conditions of the trees, infrastructure, and interference with private property limits, staff recommends the following:

- Replacement of existing chain link gate North side entrance with an 8 ft. wrought iron gate for security and aesthetic purposes.

Ingram Park:

- Staff recommends the current contracted linear feet of wrought iron fence for Segal Park be installed at Ingram Park along the Canal to increase security and aesthetics of the area including the replacement of pedestrian and vehicular gates.

To expedite the process and to save significant mobilization costs, the Staff also recommends these modifications are presented to the City Council as part of February 22nd 2023. These amendments will not represent a cost increment to the City and/or the allocated project cost.

These recommendations are made in the best interest of the City as they will add more security to both parks and also increase the aesthetics of the areas without an additional cost.

If you have any questions or need additional information, please contact me at your earlier convenience.

END OF MEMORANDUM

RESOLUTION NO. 22-9993

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

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

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

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

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

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

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

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

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

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

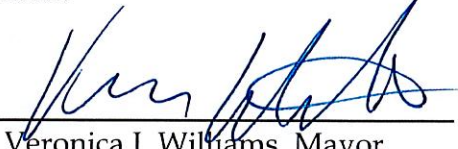
SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

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


Veronica J. Williams, Mayor

Attest:


Joanna Flores, City Clerk

**Approved as to Form And
Legal Sufficiency:**


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Davis

Seconded by: Commissioner Dominguez

VOTE: 5-0

Commissioner Dominguez	YES
Commissioner Bass	YES
Commissioner Davis	YES
Commissioner Taylor	YES
Mayor Williams	YES



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

Department Director:			Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	06/22/2022	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other		
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

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

Staff Summary:

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

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

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

Financial Impact

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

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

Proposed Action:

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

Attachment:

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



SSN ENGINEERING, LLC

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

January 3, 2023

Adelina Gross
City of Opa-locka
CIP- Manager
780 Fisherman Street
Opa-Locka, Florida 33054

RE: CHANGE IN THE SCOPE OF WORK FROM SEGAL PARK TO INGRAM PARK.

Dear Ms. 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 Ingram/Segal Park. The proposed lump sum price will be the same amount as the amount agreed upon for Segal Park fence construction.

PROJECT UNDERSTANDING

Due to physical and constraints, it was not possible to install a steel fence around Segal park. So, both City and SSN agree to install the steel fence in Ingram Park, instead of Segal park. However, both parties agree to install a small portion (north side) of the Segal park steel fence, and a gate will be installed at the entrance.

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 the scope of services with City staff and review the layout of the fence and the 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 the 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

New Fence or Gate		
No	Description	Length (ft)
1	Fence and gate- Ingram Park	1,075
2	Gate & Fence - Segal Park	50
Uninstalled Chain Link Fence or Gate		
No	Description	Length (ft)
1	Fence and gate- Ingram Park	1,075
2	Gate & Fence - Segal Park	50

TOTAL LUMP SUM FEE FOR SSN ENGINEERING \$95,000.00

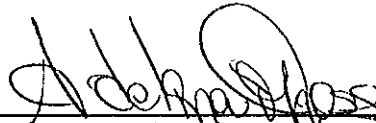
Notes: The total lump sum reflects the contracted services for Segal Park the change of location and scope of work will not result in any additional costs to the City for the contracted services.

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, CIP Manager**

Agreed to this 03 day of January, 2023.



SSN ENGINEERING, LLC

13899 Biscayne Blvd., Suite 310

North Miami Beach, Florida 33181

Ph: (305) 440-4334 | Web: www.ssnengineering.com

June 1, 2022

Adelina Gross

City of Opa-locka

Operations Manager

Public Works & Utilities Department

12950 Lejeune (N.W. 42nd Ave)

Opa-Locka, Florida 33054

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

Dear Gross:

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

PROJECT UNDERSTANDING

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

SCOPE OF SERVICES

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

PROJECT APPROACH

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

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

MEETING WITH CITY STAFF

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

SCHEDULE

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

FEE AND BILLING

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

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

Sincerely,



SSN ENGINEERING, LLC
MD SHAHINUR RAHMAN

CITY OF OPA-LOCKA
ADELINA GROSS, Operations Manager

Agreed to this _____ day of _____, 2022.

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

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

WITNESSED:

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

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

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

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

1. 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 **Ninety-Five Thousand Dollars (\$95,000.00)** specified in the Scope of Services request accepted by the City.

5. **PAYMENTS**

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

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

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under 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 the City make payment for Services that have not been performed.

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

7. DEFAULT:

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

8. ANTI-LOBBYING/NO CONTINGENT FEE:

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

9. WARRANTIES AND GUARANTEES:

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

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

10. **BINDING EFFECT:**

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

11. **AMENDMENTS AND MODIFICATION:**

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

12. **MERGER: AMENDMENT:**

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

13. **NONASSIGNABILITY:**

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

14. **NOTICES:**

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

FOR CONSULTANT:

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

FOR CITY:

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

WITH COPY TO:

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

15. SEVERABILITY; WAIVER:

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

16. SCRUTINIZED COMPANIES

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

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

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

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

17. OTHER PROVISIONS:

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

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

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

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

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

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

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

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

18. E-VERIFY FORM:

Definitions:

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

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

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

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

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

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

ATTEST:

Joanna Flores, City Clerk

FOR CITY:

CITY OF OPA-LOCKA

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:

SSN ENGINEERING, LLC

WITNESS:

By: _____
Authorized Representative

Print Name

Print Name

Date

Corporate Seal:

ATTACHMENT "A"

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



SSN ENGINEERING, LLC

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

January 3, 2023

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 ADDITIONAL (447') FENCING PROPOSAL FOR INGRAM PARK
AND SEGAL 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 additional fence around Ingram/Segal Park. The proposed lump sum price proposal will be provided in accordance with the terms and conditions set forth herein.

PROJECT UNDERSTANDING

We understand that the City of Opa-Locka needs to build a steel fence along the canal Ingram park and change the gate in both Ingram and Segal park.

SCOPE OF SERVICES

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

PROJECT APPROACH

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

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

MEETING WITH CITY STAFF

- Review the scope of services with City staff and review the layout of the fence and the 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 the 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

New Fence or Gate			
No	Description	Length (ft)	
1	Fence & Gate- Ingram Park	1,467	
2	Gate & Fence - Segal Park	55	
Total		1,522	
Uninstalled Fence or Gate			
No	Description	Length (ft)	
1	Gate & Fence - Segal Park	1,000	
2	Fence - Sherbondy Park	75	
Total		1,075	
Additional Fence or Gate			
Additional Fence or gate= New Fence or Gate- Uninstalled Fence or Gate			
Additional Fence or gate= 1,522-1,075=447 feet			
Please see the attached Plan for clarification.			

TOTAL LUMP SUM FEE FOR SSN ENGINEERING (447'X120\$/ft)..... \$53,640.00

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,



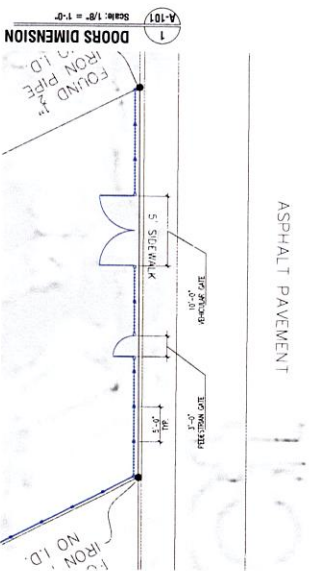
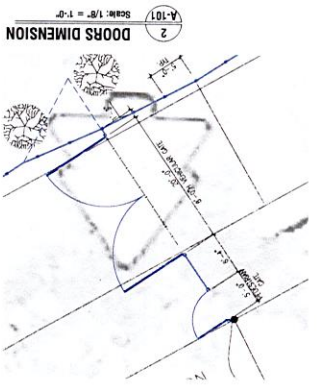
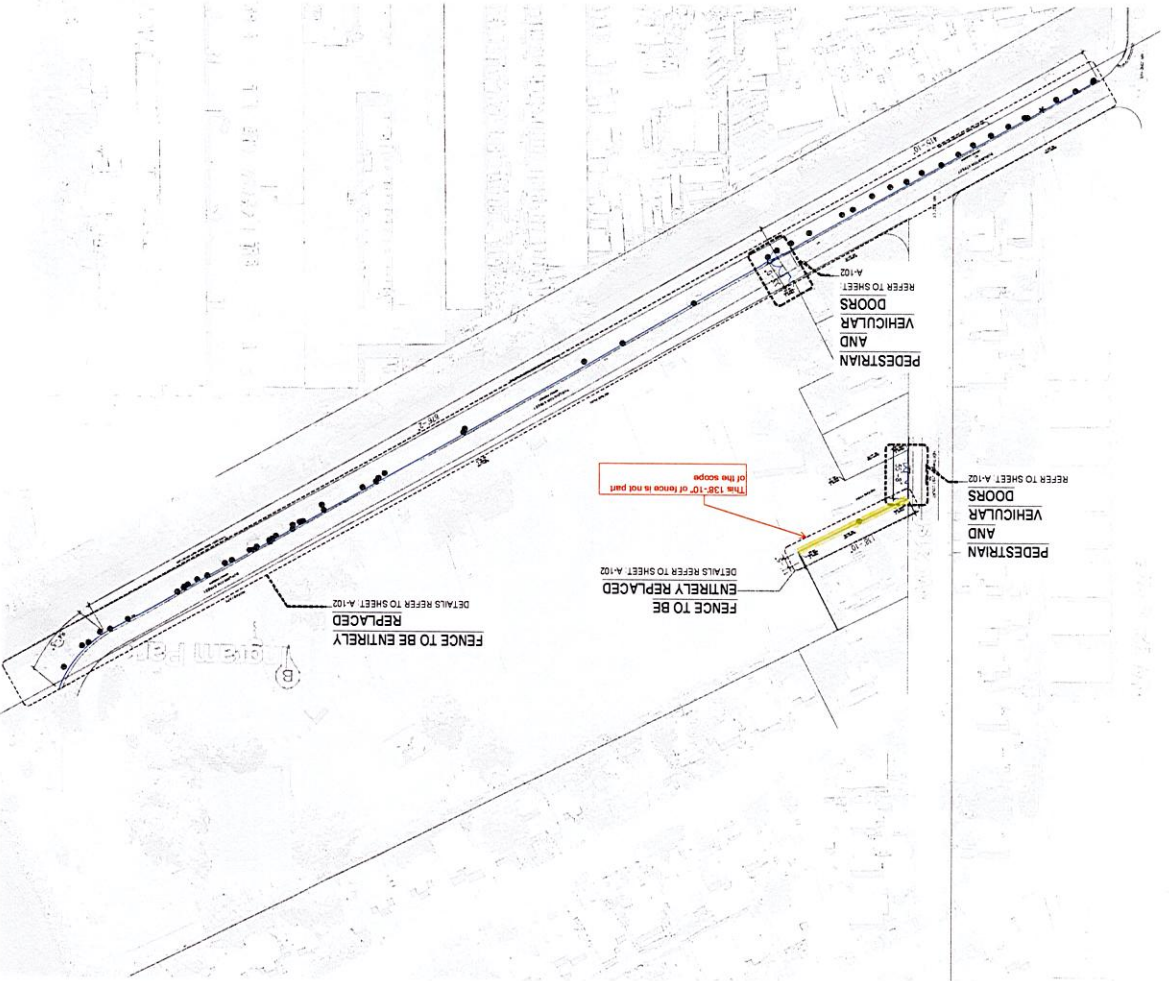
SSN ENGINEERING, LLC
MD SHAHINUR RAHMAN



CITY OF OPA-LOCKA
ADELINA GROSS, Operations Manager

Agreed to this 13 day of January, 2023.

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PERMIT SET

2202-IN
06-27-2022
LOCATION PLAN

Seal
Eduardo O. March
Reg. No. RA-9678

INGRAM PARK
FENCING PROJECT
2100 Burlington St
Opa-Locka, FL 33054

2+ ARCHITECTS
265 PRODUCE AVENUE
CORAL GABLES, FL 33134
TEL: 305.443.1333
info@2plusarchitects.com
AA0002834



SSN ENGINEERING, LLC

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

June 1, 2022

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

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

Dear Gross:

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

PROJECT UNDERSTANDING

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

SCOPE OF SERVICES

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

PROJECT APPROACH

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

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

MEETING WITH CITY STAFF

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

SCHEDULE

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

FEE AND BILLING

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

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

Sincerely,



SSN ENGINEERING, LLC
MD SHAHINUR RAHMAN

CITY OF OPA-LOCKA
ADELINA GROSS, Operations Manager

Agreed to this _____ day of _____, 2022.

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

1st **THIS PROJECT AGREEMENT** (the "Agreement") is made and entered into this day of September, 2022 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Opa-locka FL. 33054** (the "City"), and **SSN ENGINEERING LLC** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **3500 N. State Road 7, Suite 213-4. Lauderdale Lakes, FL 33319.**

WITNESSED:

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

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

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

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

1. 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 **Ninety-Five Thousand Dollars (\$95,000.00)** specified in the Scope of Services request accepted by the City.

5. **PAYMENTS**

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

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

6. TERMINATION

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

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

7. DEFAULT:

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

8. ANTI-LOBBYING/NO CONTINGENT FEE:

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

9. WARRANTIES AND GUARANTEES:

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

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

10. BINDING EFFECT:

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

11. AMENDMENTS AND MODIFICATION:

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

12. MERGER: AMENDMENT:

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

13. NONASSIGNABILITY:

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

14. NOTICES:

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

FOR CONSULTANT:

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

FOR CITY:

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

WITH COPY TO:

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

15. SEVERABILITY; WAIVER:

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

16. SCRUTINIZED COMPANIES

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

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

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

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

17. OTHER PROVISIONS:

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

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

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

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

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

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

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

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"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.

ATTEST:

Joanna Flores
Joanna Flores, City Clerk

FOR CITY:

CITY OF OPA-LOCKA

By: Darvin Williams
Darvin Williams
Interim City Manager

Dated: 09/10/2022

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

Burnadette Norris-Weeks
City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

SSN ENGINEERING, LLC

By: Rubel Siddique
Authorized Representative

Rubel Siddique
Print Name

8/10/22
Date

WITNESS:

Ibrula

Israt Idris
Print Name

Corporate Seal:

ATTACHMENT "A"

Consultant's Scope of Services and **Fee Proposal dated June 1, 2022** to provide Architectural and Engineering consulting services required for the construction and installation of new fencing and gate system for Segal Park for the amount of **Ninety-Five Thousand and 00/100 (\$95,000.00)**



SSN ENGINEERING, LLC

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

June 1, 2022

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

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

Dear Gross:

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

PROJECT UNDERSTANDING

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

SCOPE OF SERVICES

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

PROJECT APPROACH

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

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

MEETING WITH CITY STAFF

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

SCHEDULE

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

FEE AND BILLING

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

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

Sincerely,



SSN ENGINEERING, LLC
MD SHAHINUR RAHMAN

CITY OF OPA-LOCKA
ADELINA GROSS, Operations Manager

Agreed to this _____ day of _____, 2022.

RESOLUTION NO. 20-9767

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

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

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

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

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

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

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

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

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

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

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

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

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 10th day of June, 2020.



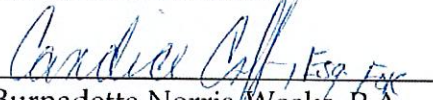
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: COMMISSIONER BASS

Seconded by: COMMISSIONER BURKE

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



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
Acting City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	06.10.2020		Item Type:	Resolution	
				Ordinance	
				Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X	Public Hearing: (Enter X in box)	2nd Reading	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
				X	X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#: 20-0324200		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☒		
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

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

Staff Summary:

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

Proposed Action:

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

Financial Impact

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

Attachment:

1. Agenda
2. Evaluation Matrix
3. Selection Matrix



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

John E. Pate, MS, CM
City Manager

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

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

From: John E. Pate, City Manager

Date: June 4, 2020

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

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

Categories:

CIVIL ENGINEERING	
300 Engineering Group 90.2	EAC Consulting 86.0

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

LANDSCAPE ARCHITECTURAL SERVICES	
300 Engineering Group 90.2	EAC Consulting 86.0

STRUCTURAL ENGINEERING SERVICES	
300 Engineering Group 90.2	EAC Consulting 86.0
MECHANICAL / ELECTRICAL / PLUMBING SERVICE	
2+ Architects, Inc. 84.6	Civica Architecture 82.2
UTILITIES ENGINEERING	
EAC Consulting 86.0	SSN Engineering, LLC 77.2
TRAFFIC ENGINEERING	
300 Engineering Group 90.2	EAC Consulting 86.0
LAND SURVEYING	
300 Engineering Group 90.2	EAC Consulting 86.0
CONSTRUCTION TESTING AND INSPECTIONS	
EAC Consulting 86.0	H.W. Lochner 85.8
GENERAL CONSULTING ENGINEERING	
EAC Consulting 86.0	H.W. Lochner 85.8

Analysis:

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

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

Universal Engineering Sciences, LLC	
-------------------------------------	--

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

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

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

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

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

Recommendation(s):

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

Attachments:

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

RFQ - 20-0324200

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

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

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

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

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

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

RFQ - 20-0324200

RFQ - 20-0324200

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

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

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

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

RFQ - 20-0324200

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND ACCEPT THE PROPOSAL FROM SSN ENGINEERING, LLC. FOR THE CONSTRUCTION AND INSTALLATION OF AN 8-FOOT WROUGHT IRON FENCING AND ENTRY GATE SYSTEM FOR INGRAM PARK AND THE ADJACENT SENIOR CENTER FACILITY ON RUTLAND STREET, IN AN AMOUNT OF FIFTY-THREE THOUSAND, SIX HUNDRED FORTY DOLLARS (\$53,640.00); FURTHER AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET OF FIVE THOUSAND, THREE HUNDRED SIXTY-FOUR DOLLARS (\$5,364.00); 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 Ingram Park, as well as the removal and disposal of an existing chain link fence at the park location; and

WHEREAS, this proposed project will enhance the facility by adding beautification and increased safety. Visitors will be able to play, practice, and enjoy a safer and more secure place, and this improvement will limit future vandalization of park equipment and facilities; 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 engineering services; and

WHEREAS, the City and SSN Engineering, LLC now desire to enter into an agreement, attached hereto as Exhibit "A", to allow for the provision of construction and installation of an 8-foot wrought iron fencing and entry gate system for Ingram Park and the adjacent Senior Center Facility on Rutland Street, within the City for a total of 447 linear feet and at a cost of Fifty-Three Thousand, Six Hundred Forty Dollars (\$53,640.00), in addition to a ten percent contingency budget of Five Thousand, Three Hundred Sixty-Four Dollars (\$5,364.00) for additional unknown 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 the construction and installation of an 8-foot wrought iron fencing and entry gate system for Ingram Park and the adjacent senior center facility on Rutland Street.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to enter into an agreement, attached hereto as Exhibit "A" and accept the proposal, attached hereto as Exhibit "B" for the construction and installation of an 8-foot wrought iron fencing and entry gate system for Ingram Park and the adjacent Senior Center Facility on Rutland Street, within the City, as well as the removal and disposal of the existing chain link fence, in an amount of Fifty-Three Thousand, Six Hundred Forty Dollars (\$53,640.00), in addition to a ten percent contingency budget of Five Thousand, Three Hundred Sixty-Four Dollars (\$5,364.00) for additional unknown services which may arise.

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 _____.

John Taylor, Mayor

Attest:

Approved as to Form And
Legal Sufficiency:

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

Department Manager:	Adelina Gross (Capital Improvements Program)		Department Director Signature:				
Interim City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	02/22/2023		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X						
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i> 44-541838	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#: RFQ 20-0324200				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager			

Short Title:

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

Staff Summary:

Approval is requested from the City Commission to authorize the Interim City Manager to enter into an agreement with SSN Engineering, LLC to provide construction and installation services for an 8-foot wrought iron fencing and entry gate system for Ingram Park and the adjacent Senior Center Facility on Rutland Street, as well as removal and disposal of existing chainlink fence.

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

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

Financial Impact

The SSN Engineering, LLC proposal for the construction and installation of the Ingram Park fence and entry and Senior Center facilities is \$53,640. In addition, staff recommends the establishment of a 10% contingency (\$5,364) to address minor issues which may arise.

Account	Description	Available	Project	Remaining Balance
44-541838	Park Fences	\$90,000	\$59,004	\$30,996

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to enter into a contract with SSN Engineering, LLC for \$53,640 to construct and install a 447' fence system for Ingram Park and the adjacent Senior Center facility and further authorize the establishment of a \$5,364 contingency to be available for minor issues which may arise.

Attachment:

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



SSN ENGINEERING, LLC

13899 Biscayne Blvd., Suite 310

North Miami Beach, Florida 33181

Ph: (305) 440-4334 | Web: www.ssnengineering.com

January 3, 2023

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 ADDITIONAL (447') FENCING PROPOSAL FOR INGRAM PARK
AND SEGAL 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 additional fence around Ingram/Segal Park. The proposed lump sum price proposal will be provided in accordance with the terms and conditions set forth herein.

PROJECT UNDERSTANDING

We understand that the City of Opa-Locka needs to build a steel fence along the canal Ingram park and change the gate in both Ingram and Segal park.

SCOPE OF SERVICES

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

PROJECT APPROACH

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

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

MEETING WITH CITY STAFF

- Review the scope of services with City staff and review the layout of the fence and the 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 the 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

New Fence or Gate			
No	Description	Length (ft)	
1	Fence & Gate- Ingram Park	1,467	
2	Gate & Fence - Segal Park	55	
Total		1,522	
Uninstalled Fence or Gate			
No	Description	Length (ft)	
1	Gate & Fence - Segal Park	1,000	
2	Fence - Sherbondy Park	75	
Total		1,075	
Additional Fence or Gate			
Additional Fence or gate= New Fence or Gate- Uninstalled Fence or Gate			
Additional Fence or gate= 1,522-1,075=447 feet			
Please see the attached Plan for clarification.			

TOTAL LUMP SUM FEE FOR SSN ENGINEERING (447'X120\$/ft)..... \$53,640.00

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,

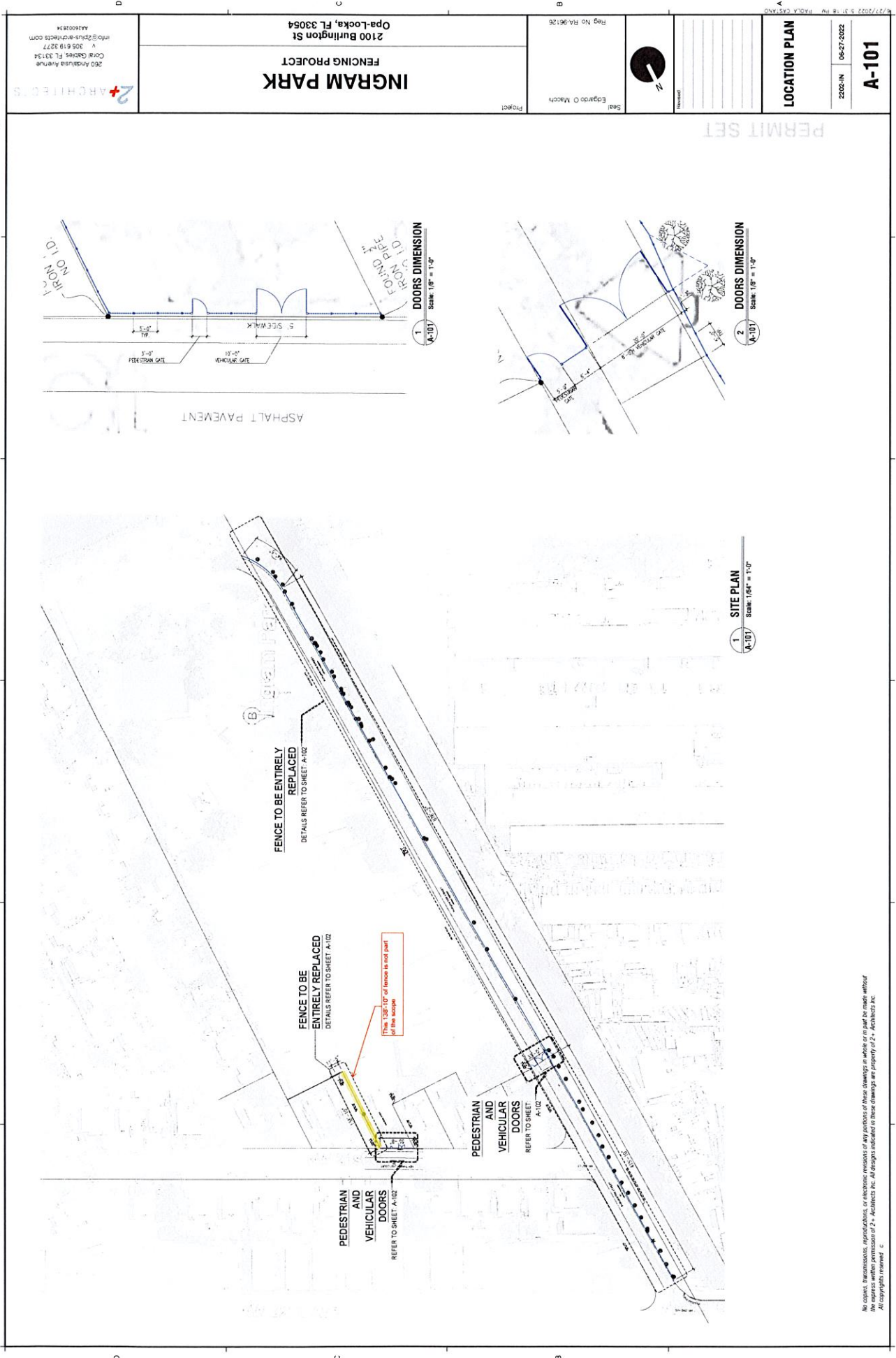


**SSN ENGINEERING, LLC
MD SHAHINUR RAHMAN**



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

Agreed to this 13 day of January, 2023.





Adelina Gross
Manager
Capital Improvement Projects

Office: 305-953-2868

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

FROM: **Adelina Gross, CIP Manager**

DATE: **November 28, 2022**

RE: **Park Fencing Project Scope of Work Modification**

DS
DW

The Capital Improvements Department recommends the following changes to the scope of work under contract with SSN Engineering for Segal and Ingram Park:

Segal Park:

The original scope of work calls for the replacement of the existing chain link fence and gate; after a field survey and assessment of existing conditions of the trees, infrastructure, and interference with private property limits, staff recommends the following:

-Replacement of existing chain link gate North side entrance with an 8 ft. wrought iron gate for security and aesthetic purposes.

Ingram Park:

-Staff recommends the current contracted linear feet of wrought iron fence for Segal Park be installed at Ingram Park along the Canal to increase security and aesthetics of the area including the replacement of pedestrian and vehicular gates.

To expedite the process and to save significant mobilization costs, the Staff also recommends these modifications are presented to the City Council as part of January 11th, 2023. These amendments will not represent a cost increment to the City and/or the allocated project cost.

These recommendations are made in the best interest of the City as they will add more security to both parks and also increase the aesthetics of the areas without an additional cost.

If you have any questions or need additional information, please contact me at your earlier convenience.

END OF MEMORANDUM

RESOLUTION NO. 20-9767

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

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

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

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

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

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

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

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

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

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

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

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

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 10th day of June, 2020.



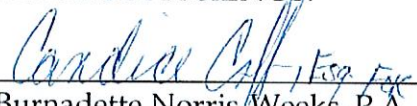
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris Weeks, P.A.
City Attorney

Moved by: COMMISSIONER BASS

Seconded by: COMMISSIONER BURKE

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



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

Department Director:	Airia Austin		Department Director Signature:		
Acting City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	06.10.2020		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X		2nd Reading	
Funding Source: Account# :	(Enter Fund & Dept) Ex:	Advertising Requirement: (Enter X in box)		Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#: 20-0324200		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

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

Staff Summary:

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

Proposed Action:

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

Financial Impact

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

Attachment:

1. Agenda
2. Evaluation Matrix
3. Selection Matrix



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

John E. Pate, MS, CM
City Manager

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

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

From: John E. Pate, City Manager

Date: June 4, 2020

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

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

Categories:

CIVIL ENGINEERING	
300 Engineering Group 90.2	EAC Consulting 86.0

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

LANDSCAPE ARCHITECTURAL SERVICES	
300 Engineering Group 90.2	EAC Consulting 86.0

STRUCTURAL ENGINEERING SERVICES	
300 Engineering Group 90.2	EAC Consulting 86.0
MECHANICAL / ELECTRICAL / PLUMBING SERVICE	
2+ Architects, Inc. 84.6	Civica Architecture 82.2
UTILITIES ENGINEERING	
EAC Consulting 86.0	SSN Engineering, LLC 77.2
TRAFFIC ENGINEERING	
300 Engineering Group 90.2	EAC Consulting 86.0
LAND SURVEYING	
300 Engineering Group 90.2	EAC Consulting 86.0
CONSTRUCTION TESTING AND INSPECTIONS	
EAC Consulting 86.0	H.W. Lochner 85.8
GENERAL CONSULTING ENGINEERING	
EAC Consulting 86.0	H.W. Lochner 85.8

Analysis:

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

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

Universal Engineering Sciences, LLC	
-------------------------------------	--

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

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

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

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

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

Recommendation(s):

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

Attachments:

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

RFQ - 20-0324200

I	Civil Engineering	Score	II	Architectural Services	Score	III	Landscape Architectural Services	Score
4	Perrin International Services	78.2	1	2+ Architects, Inc.	84.6	1	2+ Architects, Inc.	84.6
5	SSN Engineering, LLC	77.2	9	BEA Architects, Inc.	85.6	3	Micheal Faugh Landscape	62.6
6	The Beta Jones Group, Inc.	74.6	12	Civica Architecture	82.2	6	The Beta Jones Group, Inc.	74.6
7	300 Engineering Group	90.2	14	D.L. Fields Consultants	82.0	7	300 Engineering Group	90.2
8	305 Consulting Engineers, LLC	75.4	15	David Plummer	79.4	12	Civica Architecture	82.2
10	Biscayne Engineering	80.4	21	H.W. Lochner	85.8	13	Craven Thompson & Assoc.	77.2
11	C&I Construction	75.4	25	ME Engineering	74.4	14	D.L. Fields Consultants	82.0
12	Civica Architecture	82.2	27	Nyarko Architectural Group	76.6	15	David Plummer	79.4
13	Craven Thompson & Assoc.	77.2	28	Pistorino & Alam Consulting	77.8	17	EAC Consulting	86.0
14	D.L. Fields Consultants	82.0	30	R.E. Chisholm Architects	84.2	21	H.W. Lochner	85.8
15	David Plummer	79.4	32	SGM Engineering	84.6	22	Kimley Horn	85.2
16	EA3 Civil Engineering	66.4	33	Synalovski Romanik Saye	84.0			
17	EAC Consulting	86.0						
19	EBS Engineering	80.0						
21	H.W. Lochner	85.8						
22	Kimley Horn	85.2						
29	Premiere Design Solutions	84.0						
32	SGM Engineering	84.6						

IV	Structural Engineering Services	Score	V	Mechanical \ Electrical \ Plumbing Services	Score	VI	Utilities Engineering	Score
5	SSN Engineering, LLC	77.2	1	2+ Architects, Inc.	84.6	5	SSN Engineering, LLC	77.2
7	300 Engineering Group	90.2	6	The Beta Jones Group, Inc.	74.6	11	C&I Construction	75.4
8	305 Consulting Engineers, LLC	75.4	12	Civica Architecture	82.2	17	EAC Consulting	86.0
12	Civica Architecture	82.2	14	D.L. Fields Consultants	82.0			
14	D.L. Fields Consultants	82.0	15	David Plummer	79.4			
15	David Plummer	79.4	25	ME Engineering	74.4			
17	EAC Consulting	86.0	27	Nyarko Architectural Group	76.6			
18	Eastern Engineering Group	70.2						
21	H.W. Lochner	85.8						
22	Kimley Horn	85.2						
32	SGM Engineering	84.6						

RFQ - 20-0324200

RFQ - 20-0324200

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

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

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

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

RFQ - 20-0324200

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

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Opa-locka FL. 33054** (the "City"), and **SSN ENGINEERING LLC** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **3500 N. State Road 7, Suite 213-4. Lauderdale Lakes, FL 33319**.

WITNESSED:

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

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

WHEREAS, the Consultant has been selected by the City to provide professional engineering consulting services (known as the "Project", the "Services" or the "Scope of Services") for the construction and installation of new fencing system for Ingram Park and Senior Center Facilities.

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 **Fifty Three Thousand Six Hundred and Forty Dollars (\$53,640.00)** 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 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.

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

6. TERMINATION

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

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

7. DEFAULT:

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

8. ANTI-LOBBYING/NO CONTINGENT FEE:

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

9. WARRANTIES AND GUARANTEES:

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

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

10. **BINDING EFFECT:**

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

11. **AMENDMENTS AND MODIFICATION:**

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

12. **MERGER: AMENDMENT:**

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

13. **NONASSIGNABILITY:**

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

14. **NOTICES:**

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

FOR CONSULTANT:

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

FOR CITY:

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

WITH COPY TO:

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

15. SEVERABILITY; WAIVER:

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

16. Scrutinized Companies

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

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

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

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

17. OTHER PROVISIONS:

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

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

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

17.4 Consultant acknowledges that the public shall have access, at all

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

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

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

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

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 January 3, 2023**, to provide professional engineering consulting services required to prepare a comprehensive updated Sanitary Sewer Hydraulic Modeling **for the amount of fifty three thousand six hundred and forty dollars (\$53,640.00)**

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; AUTHORIZING THE CITY MANAGER TO DISPOSE OF PROPERTY BY SALE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") owns certain properties not in use for a public benefit; and

WHEREAS, Section 274.05, Florida Statutes and Resolution 08-7317 grants the City Commission the authority to declare property that has become inadequate for public purposes as surplus, and

WHEREAS, the Interim City Manager has determined that the property identified by folio 08-2129-005-1621 should be declared as Surplus Property; and

WHEREAS, on November 7, 2022 the City Manager authorized a property appraisal, which was provided from GRE Group, Inc. The subject property has been appraised at Two Hundred Eighty Thousand Dollars (\$280,000.00), which is anticipated to be the approximate amount to be received by the City when this property is subsequently sold; and

WHEREAS, the subject property is located along the south side of NW 128th Street between NW 44th Avenue and NW 45th Avenue, in the City. This property is approximately Fourteen Thousand, Nine Hundred Twenty-Nine Thousand (14,929) square feet of land which was improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank); and

WHEREAS, the City Commission finds it is the best interest of the City to direct the Interim City Manager to declare certain City-owned real property, identified as Folio No. 08-2129-005-1621, as surplus property.

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 declares certain City-owned real property, identified as Folio No. 08-2129-005-1621, as surplus property.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

Department Director:	Gregory D. Gay		Department Director Signature:				
City Manager:	Darvin E. Williams		CM Signature				
Commission Meeting Date:	02.22.2023	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading X		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes X	No	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
ILA Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING A CERTAIN PROPERTY AS SURPLUS PROPERTY. THE PROPERTY IS IDENTIFIED BY FOLIO 08-2129-005-1621; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City administration has determined that the property identified by folio 08-2129-005-1621 should be declared as Surplus Property.

Background

The subject property is located along the south side of NW 128th Street between NW 44th Avenue and NW 45th Avenue in the City. This property is approximately 14,929 square feet of land which was improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). On November 7, 2022 the City Manager-authorized property appraisal was provided from GRE Group. The property has been appraised at \$280,000 which is anticipated to be the approximate amount to be received by the City when this property is subsequently sold.

Financial Impact

No financial impact from declaring the property to be surplus.

Proposed Action:

Staff recommends the City Commission to declare the City property with Folio Number 08-2129-005-1621 to be declared to be Surplus Property.

Attachment:

Property Appraisal



APPRAISAL REPORT

OF

Industrial Land

45XX NW 128th Street (address not assigned)

Opa-Locka, FL 33054

Folio No. 08-2129-005-1621

GRE Group, Inc. File No. 22-09015

AS OF:

OCTOBER 7TH, 2022

PREPARED FOR:

DARVIN E. WILLIAMS, JD, MBA, MPH

INTERIM CITY MANAGER

CITY OF OPA-LOCKA

780 FISHERMAN STREET, 4TH FLOOR

OPA-LOCKA, FL 33054

PREPARED BY:

GRE Group, Inc.

4345 SW 72nd Avenue, Suite B

Miami, FL 33155

TELEPHONE 305-595-4485

FACSIMILE 888-559-7220

Email: admin@thegregroup.com



November 7th, 2022

Darvin E. Williams, JD, MBA, MPH
Interim City Manager
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Re: **Industrial Land**
45xx NW 128th Street (address not assigned)
Opa-Locka, FL 33054
Folio No. 08-2129-005-1621
GRE Group, Inc. File No. 22-09015

Dear Mr. Williams:

In accordance with your request and authorization, we have prepared this Appraisal Report of the following described property:

45xx NW 128th Street (address not assigned)
Opa-Locka, FL 33054
Folio No. 08-2129-005-1621

The intended use of the appraisal is to estimate the subject property As-Is market value of the fee simple interest as of October 7th, 2022, for the client's use in an internal asset management decision making matter. No other intended use(s) noted. The report is not to be used in any public offering and may not be used in whole or in part for any marketing of the property.

The subject property is located along the south side of NW 128th Street between NW 44th and NW 45th Avenues in the City of Opa-Locka, Miami-Dade County, FL.

The site consists of 14,929 square feet of land currently improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). The subject site is level and at grade, rectangular in shape, and is zoned I-3, Liberal Industrial District by the city of Opa-Locka. Note: The site improvements contribute no value to the property, therefore, to arrive at the As Is market value, the land value is estimated with the demolition cost deducted.

The subject property is subject to extraordinary assumptions which are as follows:

- As of the effective date of this report the subject property has no public access to NW 128th Street as the adjoining north parcel has fenced the property and it is encroaching making the subject lot a land-locked parcel. According to the City of Opa Locka, the site has access via a 10' easement, from the site to the north; therefore, this report is based on the extraordinary assumption that the site has street access along NW 128th Street.

- The subject is improved with a cylindrical concrete structure (water tank) and GRE Group was not provided with demolition cost estimates; GRE Group are not demolition cost experts; thus we utilized Marshall Valuation Services. Therefore, this report is based on the extraordinary assumption that MVS is accurate and recommends interested parties hire a demolition cost expert to further validate demolition cost estimates.

The above extraordinary assumptions, if found to be false or different in any way, could alter the opinions and/or conclusions of value, herein. The reader is strongly advised to be very familiar with the assumptions and how they could affect value.

The appraisal report that follows further describes the subject property and sets forth the most pertinent data assembled, the techniques employed and the reasoning leading to the findings and conclusions. This report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation has been retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use herein stated.

Unless otherwise indicated, we have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	\$280,000

Darvin E. Williams, Interim City Manager
November 7th, 2021
Page 3

Thank you for this opportunity to be of service. If we can be of any further assistance, please feel free to contact us.

Respectfully submitted,

GRE Group, Inc.

A handwritten signature in blue ink, appearing to read 'C. Gobel', is positioned above a horizontal line.

Carlos D. Gobel, MBA, SRA
Executive Director
Cert Gen RZ3904

Phone: 305.595.4485
Fax: 888.559.7220
Email: cgobel@thegregroup.com

CERTIFICATION

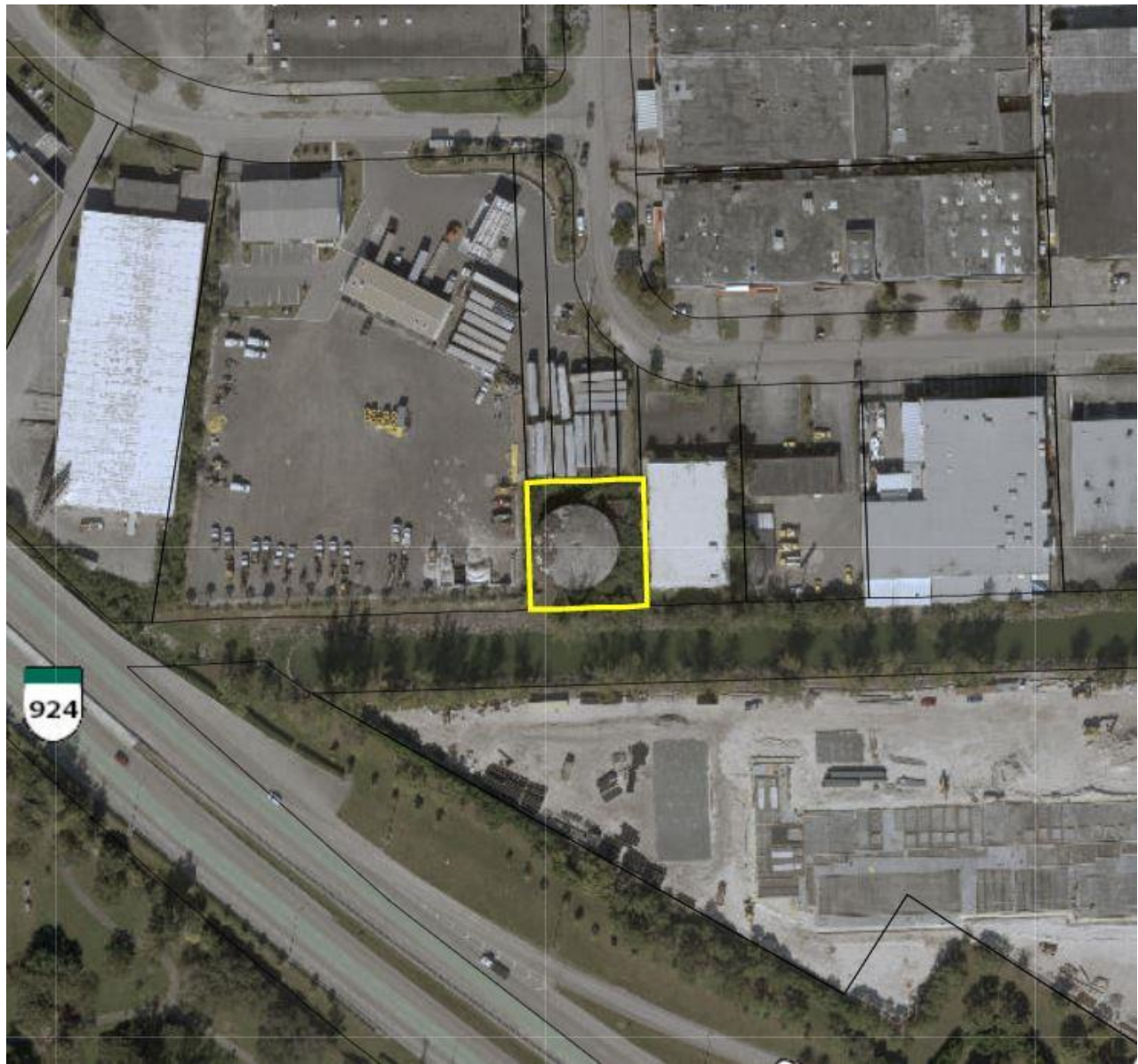
We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined opinion or direction in opinion that favors the cause of the client, the amount of the value opinion, if any, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
6. This assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, as well as the requirements of the State of Florida relating to review by its duly authorized representatives.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Carlos D. Gobel, SRA has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.
10. Carlos D. Gobel, SRA has completed the requirements of the continuing education program of the Appraisal Institute and the State of Florida.
11. Carlos D. Gobel, SRA made a personal interior and exterior inspection of the property that is the subject of this report.



Carlos D. Gobel, MBA, SRA
Cert Gen RZ3904

AERIAL PHOTOGRAPH



SUBJECT PHOTOGRAPHS



PHOTOGRAPH OF THE SUBJECT SITE



PHOTOGRAPH OF THE SUBJECT SITE

EXECUTIVE SUMMARY

Property Name	City of Opa-Locka Industrial Land
Address	45xx NW 128 th Street Opa-Locka, FL 33054
Property Type	Industrial Land
Owner of Record	City of Opa-Locka
Tax ID	08-2129-005-1621
Adjusted Building Area (SF)	N/A
Land Area (SF)	0.34 acres; 14,929 SF +/-
Year Built	N/A
Zoning Designation	I-3, Industrial District

Effective Date of the Appraisal	October 7 th , 2022
Date of the Report	November 7 th , 2022

VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	\$280,000

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ADDENDA

EXHIBIT A – ADDITIONAL PHOTOGRAPHS
EXHIBIT B – SUBJECT PROPERTY DATA
EXHIBIT C – QUALIFICATIONS

INTRODUCTION**IDENTIFICATION OF PROPERTY**

The subject property is located along the south side of NW 128th Street between NW 44th and NW 45th Avenues in the City of Opa-Locka, Miami-Dade County, FL. It consists of 14,929 square feet of land, currently is improved with a non-operational and abandoned water tank, and, as per the client's request, the valuation is of the land as though vacant.

An aerial location map of the subject property is shown below.



LEGAL DESCRIPTION

The subject's legal description is as follows:

Lots 54 & 55, Block 5 Less the north 130 feet and Lots 1 & 2, Block 6 less the north 130 feet of MIAMI DADE INDUSTRIAL PARKT PART TWO, according to the Plat thereof, as recorded in Plat Book 86 at Page 74, of the Public Reocrds of Miami-Dade County, Florida

ASSESSORS PARCEL NUMBER

The Miami-Dade County Tax Assessor's parcel number is as follows:

08-2129-005-1621

OWNER OF RECORD

City of Opa-Locka
777 Sharazad Boulevard
Opa-Locka, FL 33054

HISTORY OF TITLE

There have been no recorded sales of the subject property in the past five years.

The only recorded transaction for the subject property is a warranty deed dated September 13th, 1974 whereby "Miami-Dade Industrial Park" (grantor) transferred ownership of the parcel to the "City of Opa Locka" (grantee).

As of the effective date, to the best of our knowledge the subject properties is not being marketed for sale; however, the intended use is for an internal matter as it relates to the potential sale of the property, however no additional information was provided.

TYPE OF VALUE, PROPERTY RIGHTS AND EFFECTIVE DATE

The purpose of the appraisal is to develop an estimate of the market value as is of the fee simple interest in the subject property (land) as of the effective date of the appraisal, October 7th, 2022. The date of the report is November 7th, 2022. The appraisal is valid only as of the stated effective date.

INTENDED USE AND USER OF THE REPORT

The appraisal report is intended for the exclusive use of the City of Opa Locak (client). The intended use of this appraisal report is use for an internal asset management decision making matter. No other intended user(s) or use(s) are noted. No party or parties other than the client may use or rely on the information, opinions, and conclusions contained in this report.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

PRIOR SERVICES

USPAP requires appraisers to disclose to the client any services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services in connection with the subject properties within the three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity.

PROPERTY RIGHTS

The property rights considered represent the **fee simple estate** which is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

SCOPE OF WORK

The scope of the appraisal report consists of the extent and degree of research that is conducted, data that is gathered and analysis that is applied in order to develop credible market-based findings for the subject property. The appraisal problem herein is to estimate the market value of the fee simple interest of the subject property (land only). The only approach to value applied in this appraisal is the sales comparison approach as neither the cost approach nor an income approach are typically considered by purchase of land.

APPROACHES TO VALUE		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

PROPERTY INSPECTION

With regard to this assignment, GRE Group, Inc. inspected the subject property on October 7th, 2022. Additional information for this report was gathered from data available through public records, multiple listing or commercial listing services, on-site observations, and discussion with project managers and/or administrative assistants.

In addition, we also inspected the surrounding neighborhood to assess the environment in which the property is located, and municipal records were researched for information on ownership, real estate assessment, taxes, and zoning regulations. City, county and/or state departments, and agencies were consulted when it was necessary to obtain information relevant to the subject property.

DEFINITIONS

In developing our report, we used the following definitions:

Marketability Analysis

Marketability Analysis is a process for examining the productive attributes of a specific property, its demand and supply, and its geographic area. Marketability Analysis (often referred to erroneously as market analysis) is an essential part of the highest and best use conclusion for every valuation appraisal.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

Market Analysis

Market Analysis is a process for examining the demand for and supply of a property type, and the geographic market area for that property type.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

Market Value

Market Value is defined as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”¹

The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

¹ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

NEIGHBORHOOD ANALYSIS**General Neighborhood Data**

Location:	Urban
Built Up:	80% to 90%
Growth Rate:	No growth
Property Values:	Current market for all product types is in fluctuation, with industrial, data centers, multi-family and certain medical uses considered to be the least affected; some types of retail, office and land being mid-range affected and some types of retail, office and land, as well as hospitality and restaurants being the most affected.
Demand/Supply:	In balance currently, with potential for increased vacancy in the short term
Present Land Use:	Industrial
Change in Present Land Use:	Not likely
Predominant Use:	Industrial
Property Compatibility:	Average
General Appearance of Properties:	Poor to average
Appeal to Market:	Average

Adjacent Uses

East:	Warehouse
West:	Warehouse
South:	Warehouse
North:	Vacant land

Linkages**Distance****Access**

Public Transportation:	Within a few blocks	Very good
Employment Centers:	One to two miles	Above average
Expressway Access:	One to two miles	Good
Miami International Airport:	Seven to ten miles	Average
Opa-locka Airport	One to two miles	Very good

Land Use

The area is suburban in character and approximately 80% - 90% developed. In the immediate vicinity of the subject, land uses include a mix of commercial and residential uses. Other land use characteristics are summarized on the following page:

SURROUNDING AREA LAND USES	
Character of Area	Suburban
Predominant Age of Improvements	1940's to present
Present Land Use	Commercial & Industrial
Property Compatibility	Average
Predominant Quality and Condition	Range from Below average to Average
Approximate Percent Developed	80% - 90%
Infrastructure/Planning	Adequate
Predominant Location of Undeveloped Land	Limited vacant available in-fill sites.
Prevailing Direction of Growth	West

SURROUNDING AREA ATTRIBUTE RATINGS	
Highway Access	Average
Demand Generators	Good
Convenience to Support Services	Average
Convenience to Public Transportation	Average
Employment Stability	Average
Police and Fire Protection	Average
Property Compatibility	Average
General Appearance of Properties	Average
Appeal to Market	Good
Barriers to Competitive Entry	Average
Price/Value Trend	Fair

SITE DESCRIPTION

The subject site is rectangular and has total area of the parcel is 14,929 square feet (0.34± acres) with a depth of 142 feet and a width of 105 feet, with a 10' easement access along the south side of NW 128th Street. The following chart summarizes pertinent details regarding the subject site.

The following chart summarizes pertinent details regarding the subject sites.

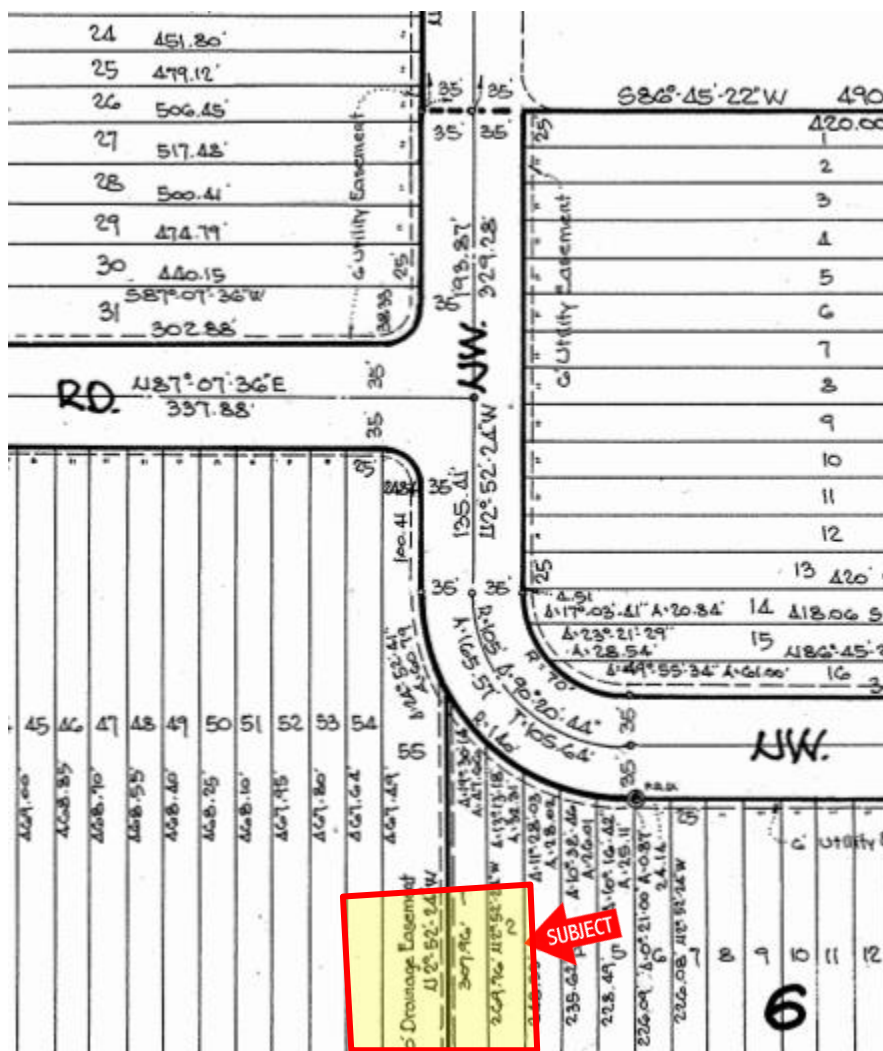
Site Data	
Physical Description	
Address	45XX NW 128th Street, Opa-Locka
Tax ID	08-2129-005-1621
Net Site Area	14,929 square feet
Excess Land Area	-
Gross Site Area	14,929 square feet
Shape:	Rectangle
Frontage	10 feet along NW 128th Street
Additional frontage	105 feet along the south side of the site adjacent to canal
Access	South side of NW 128th Street
Drainage:	Abutting storm sewer
Topography	Level and at Street Grade
Soil & Subsoil	Assumed Adequate
Utilities	
Water	City of Opa-Locka
Sewer	City of Opa-Locka
Electricity	FP & L
Telephone	Various carriers

EASEMENTS AND ENCROACHMENTS

Based on our personal inspection and review of the recorded plat, the property does appear to be adversely affected by an encroachment which would impair its marketability or value by the adjoining north parcel which has fenced the property and it is encroaching the subject property by restricting access via the aforementioned 10' easement. A title policy for the property has not been provided for the preparation of this appraisal report. Therefore, it is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

ENVIRONMENTAL HAZARDS

We were not provided with a Phase 1 Environmental Site Assessment (ESA), or any other environmental or physical condition reports. The findings and conclusions rendered in this report are predicated on the assumption that there are no hazardous materials or underground storage tanks on or in the property that would cause a loss in value. The existence of hazardous materials or underground storage tanks could have a material effect on the value of the property. Evidence of hazardous waste or toxic materials was not visible based upon our physical inspection; however, GRE Group, Inc. is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site.



DESCRIPTION OF IMPROVEMENTS AND DEMOLITION COST

Currently the site is improved with a cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). These improvements are estimated to be approximately 6,362 square feet (based on 90 feet diameter) and are to be demolished. GRE Group, Inc. was not provided with any demolition cost; therefore, demolition cost have been estimated and based on Marshall Valuation Service.

The cost estimated from Marshall Valuation Service includes the cost of labor, materials, supervision, contractor's profit and overhead, architect's plans and specifications, sales taxes, and insurance. Not included are escrow fees, legal fees, property taxes, demolition, storm drains, or rough grading. Additionally, discounts or bonuses paid for financing, costs of land planning or preliminary concept and layout for large developments, and interest or tax on the land are not included.

The building replacement cost was estimated by utilizing the calculator method of Marshall Valuation Service, a continuously updated compendium of building costs. Following is a breakdown of those cost estimates.

Building Foundation, concrete, wall	Section/Page	Date	\$/Sq.Ft.
Basic Cost per Square Foot	66/10	12/2021	\$16.15
Refined Cost per Square Foot			\$16.15
Multipliers:			
Time	99/3	8/2022	1.10
Building Height	11/18	7/2022	1.07
Estimated Cost per Square Foot			\$19.01
Estimated Cost per Square Foot (Rounded)			\$19.00

These improvements are estimated to be approximately 6,362 square feet, therefore cost to demolish is estimated at \$120,000 rounded. This will be deducted from each valuation scenario as a one-line item.

ZONING

Zoning regulates land uses and related matters. Zoning has a direct effect on the health, safety, comfort and convenience of all the people in the community, because it has a direct effect on traffic and parking, congestion, slum prevention, general community and neighborhood appearance, community revenues, expenditures and property values.

The purpose of planning and zoning include the following:

- To conserve the value of the land, buildings and resources. To protect the character and maintain the stability of residential, agricultural, business and industrial areas, and to promote the orderly development of such areas.
- To guide and accomplish a coordinated, adjusted and harmonious development, which, in addition to the purposes set forth above, will contribute to the efficiency and economy in the process of development.
- To prevent overcrowding of land and undue concentration of population.

Zoning should group compatible uses, and separate incompatible uses. Planning and zoning should establish an orderly land use pattern related to transportation facilities, utilities, and other public facilities and services, and to the physical suitability of the land for the intended purposes.

Zoning assures an appropriate balance between lands developed or intended for development for various purposes, and protects reserved land so that it may be used for the most logical purpose. Grouping activities having similar needs in such a manner so as to maximize efficiency and minimize friction protects land values and amenity and reduces costs for services.

The subject property is zoned I-3, Liberal Industrial District by the city of Opa Locka, FL. This zoning district allows for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. For a detailed listing of allowable uses and restrictions, refer to the zoning code of the city of Opa Locka, FL.



Legend

- | | | | |
|---|-------------------------------|---|--------------------------------------|
|  | B-O (Business Office) |  | I-3 (Liberal Industrial) |
|  | B-1 (Commercial Neighborhood) |  | I-4 (Lib. Ind., Storage and Salvage) |
|  | B-2 (Commercial Liberal) |  | Civic |
|  | B-3 (Commercial Intensive) |  | Park |
|  | I-1 (Light Industrial) |  | R-1 (Single Family Residential) |
|  | I-2 (Industrial Planned) |  | R-2 (Two Family Residential) |

REAL ESTATE ASSESSMENT & TAX ANALYSIS

Real estate in Florida is assessed at 100% of the assessor's estimated "Just Value". Just Value has been equated to market value less the "costs of sale" – closing costs, commissions, doc stamps, etc. – and any exemptions such as homestead, widow, disability or agricultural exemptions. Although the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sale price is generally below 100%. The assessments are effective as of January 1 of each year and are payable by March 31 of the following year. For example, 2022 taxes are assessed as of January 1, 2022 but due by March 31 of 2023. The Miami-Dade County Commission, in conjunction with local municipalities, sets the millage rate for the given year by August or September of that year. Tax bills are mailed by October or November and provide for a 4% discount if paid by the end of November, 3% if paid by December, 2% if paid by January and 1% if paid by the end of February. Otherwise tax bills are to be paid in full by the end of March and are delinquent after March 31. The subject's market value, assessed value, and taxes are summarized below, and do not include any furniture, fixtures and equipment.

Folio #	Address	Land Value	Building Value	Extra Feature	Assesed Value	Market Vale	Taxes
08-2129-005-1621	45XX NW 128th St	\$298,580	\$0.00	\$0.00	\$238,444	\$298,580	\$0.00

The Miami-Dade Property Appraiser re-assesses real estate within the county on an annual basis using the sales comparison, cost, and income approaches to value as applicable. In the process, significant emphasis is placed on any recent arm's length sales of a property under review for re-assessment.

For 2021, the total assessment for the subject is listed in the table above, with corresponding total gross tax burdens also indicated. Note: The subject property is owned by the City of Opa Locka and is not subject to taxes. If sold to an individual or a for-profit entity, taxes would be required to be paid. Given the market value of \$400,000; based on Florida Statutes with a 15% reduction for cost of sale, the assessment would be \$340,000 with a real estate tax of \$8,325.

Folio		Sq. Ft.
Address		
Millage Rate 2022	24.4843	
Site Area	14,929	
Market Value	\$298,580	\$20
85 % Market Value	\$253,793	\$17
Estimated Taxes	\$8,325	\$0.56
Discount Taxes	\$7,992	\$0.54

Marketing Time

Marketing Time is the time it takes an interest in real property to sell on the market subsequent to the date of the appraisal. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property as its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time for the subject property is expected to be three to nine months.

Exposure Time

Exposure Time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. The concept of reasonable exposure encompasses not only sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate, and value ranges and under various market conditions. Exposure time the subject property is believed to be between three to nine months.

Typical Buyer

The subject is herein considered as vacant land. A typical purchaser of the property would be a business owner to construct a location for their operations in the future. Neither rental rates, nor sales prices are strong enough to justify the cost of land acquisition and construction costs to make building for investment purposes feasible.

HIGHEST & BEST USE ANALYSIS

An understanding of market behavior is essential to the concept of highest and best use. Analyzing the highest and best use of a property may require detailed study. In many appraisals, however, the nature of the assignment sets limits on the extent of analysis to be undertaken, and the characteristics of property restricts the number of alternative uses to be considered.

Highest and best use may be defined as: "The reasonably probable and legal use of vacant land or an improved property, which is feasible, possible, appropriately supported, financially feasible and that results in the highest value."

The highest and best use of a specific parcel of land is not determined through subjective analysis by property owner, developer or appraiser; rather, the competitive forces within the market where the property is located shape highest and best use.

Therefore, analysis and interpretations of highest and best use is an economic study of market forces focused on the subject property.

Four criteria are examined in order to determine the highest and best use of the subject property. The criteria and their applicability to the subject, both "as vacant" and "as improved" are as follows:

Legally Permissible: a legally permissible use is determined primarily by current zoning regulations. However, other considerations such as long-term leases, deed restrictions, and environmental regulations may preclude some possible highest and best use.

Physically Possible: the size, shape and topography affect the uses to which land may be developed. The utility of a parcel is dependent on its frontage and depth. Sites with irregular shapes may be more expensive to develop, and topography or subsoil conditions may make utilization too costly or restrictive. Highest and best use as improved also depends on physical characteristics such as condition and utility.

Financially Feasible: the use of the property is analyzed to make a determination as to the likelihood that the property is capable of producing a return which is greater than the combined income needed to satisfy operation expenses, debt service, and capital

amortization. Any use that is expected to produce a positive return is classified as financially feasible.

Maximally Productive: the use that provides the highest rate of return among financially feasible uses is the highest and best use. The use of the land must yield a profitable net return, and the quantity of land devoted to any specific use must be limited to that quantity which will yield a maximum return to each owner.

Highest and Best Use as Vacant

The zoning on the subject property is I-3, Liberal Industrial District by the city of Opa-Locka, Florida. This zoning allows for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. The subject property is located in a predominately industrial area. Most uses are single tenant, owner user industrial product. Neither rental rates, nor sales prices are strong enough to justify the cost of land acquisition and construction costs to make building for investment purposes feasible. Therefore, the highest and best use is to remain vacant until such time as rental rates and/or sale prices increase enough to justify new construction of industrial product.

Highest and Best Use as Improved

The subject property is being considered vacant land; therefore, an analysis of the highest and best use as improved is not applicable.

VALUATION METHODOLOGY

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** is based on the principle of substitution which states that an informed purchaser would not pay more for a property than the cost of reproducing a property with the same utility. The cost approach can often yield reliable estimates of value for new construction. This approach entails estimating the cost of producing the improvements, deducting an estimate of depreciation, then adding the value of the site as if vacant. To this value an entrepreneurial incentive is added to arrive at the estimated value by the cost approach.

The **sales comparison approach** is based on the principle of substitution which suggests that, within competitive markets, similar products will realize similar prices. Inherent in this concept is the premise that a purchaser would not pay more for a property than the cost to acquire another property with the same amenities and utility.

The **income capitalization approach** is based on the concept that value is created by the expectations of future benefits and higher earnings should result in higher values. Income producing real estate is purchased for the right to receive future income. The income capitalization approach consists of methods to analyze a property's capacity to generate income, and a reversion, and convert these monetary benefits into an estimate of value.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The only approach to value applied in this appraisal is the sales comparison approach as neither the cost approach nor an income approach are typically considered by purchase of land.

The methodology employed in this assignment is summarized as follows:

APPROACHES TO VALUE		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

SALES COMPARISON APPROACH

The sales comparison approach is the process in which a market value estimate is derived by analyzing the sales of similar properties and comparing these to the subject. Estimates of market rent, cost, depreciation and other value parameters may be derived in the other approaches to value using comparative techniques. Often these elements are also analyzed in the sales comparison approach to determine adjustments to be made to the sale prices of comparable properties. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. A major premise of the sales comparison approach is that the market value of a property is directly related to the prices of comparable and competitive properties.

The comparative analysis performed in the market sales comparison approach focuses on similarities and differences among the properties and transactions that affect value. These may include differences in property rights appraised, motivations of buyers and sellers, financing terms, market conditions at time of sale, size, location, physical features and, economic characteristics. Elements of comparison are tested against market evidence to determine which are sensitive to change and how they affect value.

Relationship to Appraisal Principles

The concept of anticipation and change, together with the principles of supply and demand, substitutions, balance, and externalities, are basic to the sales comparison approach. Guided by these principles, an appraiser attempts to consider all issues relevant to the valuation problem in a manner that is consistent and reflects local market expectations.

Applicability and Limitations

The market sales comparison approach is applicable to all types of real estate when there are sufficient, recent and reliable transactions to indicate value patterns or trends in the market. For property types that are bought and sold regularly, this approach often provides a reliable indication of market value.

To ensure the reliability of value conclusions derived by applying the approach, the appraiser must verify the market data obtained and fully understand the behavioral characteristics of the buyers and sellers involved in property transactions. Incorrect assumptions and conclusions may result if the appraiser relies on cold statistical data without regard for the motivation of the parties to the transactions. Similarly, errors can result if the characteristics of the databases, anticipated income and expense schedules, or potential changes in use are not considered.

The sales comparison approach is a significant and essential part of the valuation process, even when its reliability is limited. In situations where the dissimilarities in factors affecting property value cannot be properly determined or quantified the sales comparison approach may still provide a probable range of value that can support a primary value indication derived from the application of one of the other approaches. Furthermore, data needed to apply the other approaches (e.g., overall capitalization rates for the income approach or depreciation estimates for the cost approach) are often obtained in the comparative process.

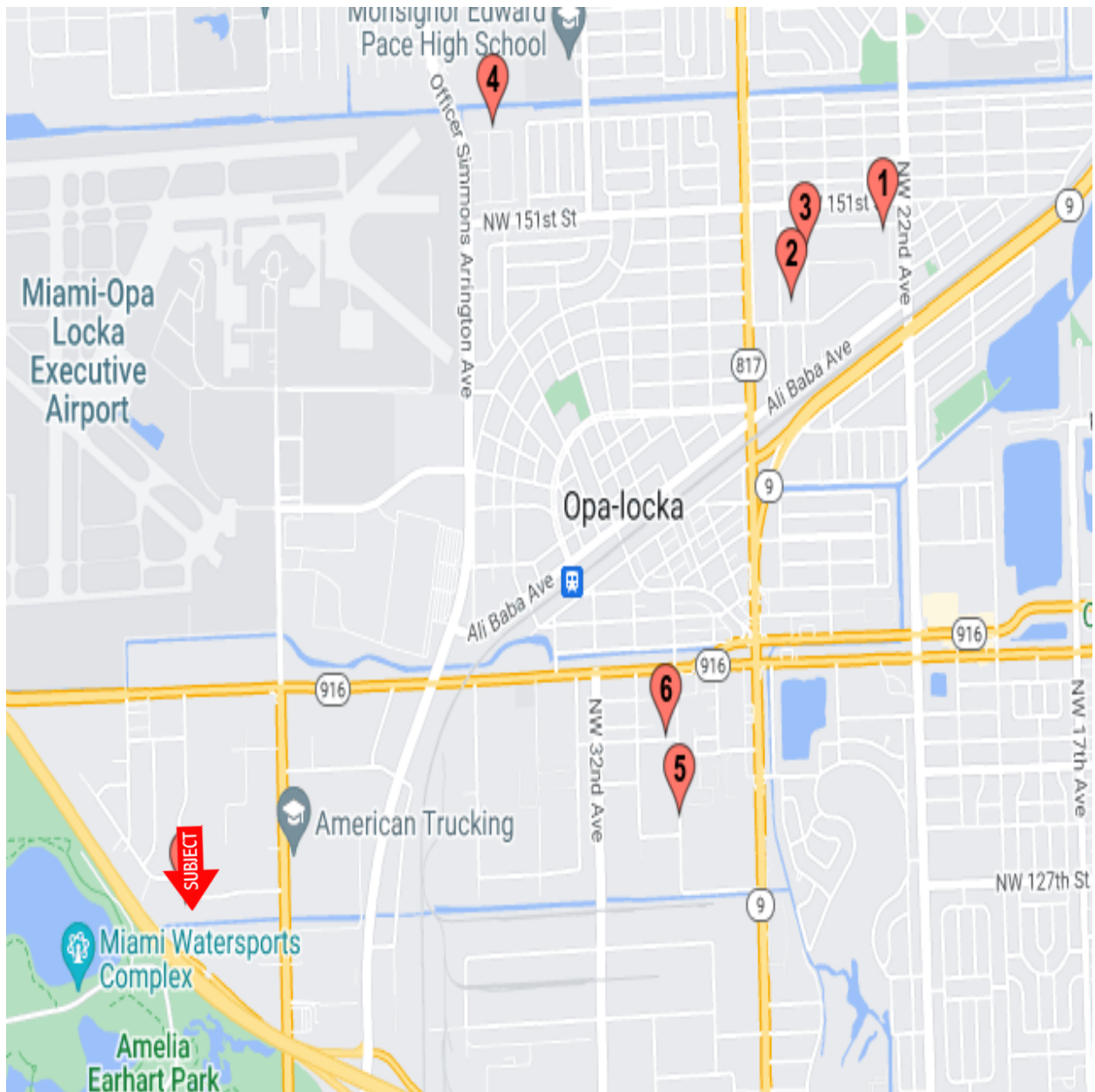
In order to estimate the Market Value of the subject property via the Sales Comparison Approach, the appraiser has gathered, verified and analyzed several sales within the subject's market area.

VACANT LAND SALES GRID

Following is a grid of the comparable sale properties used for comparison to the subject property.

No.	Sale Date	Address / Folio	Zoning	OR Book/Page	Sale Price	Sq. Ft.	\$ Sq.Ft.
1	Jan-21	23xx NW 150th Street 08-2122-025-0130	I-2	32271/2583	\$750,000	35,000	\$21
2	Mar-21	14800 NW 24th Court 08-2122-025-0500 and 0510	I-2	32387/1381	\$1,160,000	54,000	\$21
3	Feb-22	147xx NW 24th Court 08-2122-025-0501	I-2	33073/1667	\$755,000	26,000	\$29
4	Nov-21	34xx NW 154th Terrace 34-2116-014-0100	I-1	32866/1855	\$325,000	12,470	\$26
5	Oct-20	13030 NW 30th Avenue 08-2128-002-0070 & 0080	I-2	32011/3280	\$650,000	20,117	\$32
6	Jul-20	2950-2990 NW 132nd Terce 08-2128-004-0340, 0350	I-2	32026/2048	\$2,985,000	148,974	\$20
Subject		45xx NW 128th Street 08-2129-005-1621	I-3			14,929	
						Minimum	\$20
						Maximum	\$32
						Average	\$25
						Median	\$24

VACANT LAND SALES MAP



COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 1**

Property Address: 23xx NW 150th Street, Opa-Locka, FL 33054

Property Folio No.: 08-2122-025-0130

Sale Price: \$750,000

Land Size: 35,000 SF

Price per SF: \$21

ORB/Page: 32271/2583

Sale Date: January 2021

Buyer: Samanez Group, LLC

Seller: Adolfo Holdings, Inc

Financing Terms: Cash to Seller; no other financing information was available

Comments:

This sale of a of a single parcel forming a rectangular shaped site. It is located along the south side of NW 150th Street, just west of NW 22nd Court within the city of Opa-locka, Miami-Dade County, FL. The site consists of 35,000 square feet (0.80 acres) and appears to be at grade level, with some asphalt fill.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 2**

Property Address: 14800 NW 24th Court, Opa-Locka, FL 33054

Property Folio No.: 08-2122-025-0500 & 0510

Sale Price: \$1,160,000

Land Size: 54,000 SF

Price per SF: \$21

ORB/Page: 32387/1381

Sale Date: March 2021

Buyer: LDM Florida, LLC

Seller: Optimal International Investment, LLC

Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of two adjacent industrial parcels located along the west side of NW 24th Court between NW 147th and NW 149th Street in the city of Opa-Locka. The site was purchase for use of storage of trailers

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 3**

Property Address: 147xx NW 24th Court, Opa-Locka, FL 33054

Property Folio No.: 08-2122-025-0501

Sale Price: \$755,000

Land Size: 26,000 SF

Price per SF: \$29

ORB/Page: 33073-1677

Sale Date: February 2022

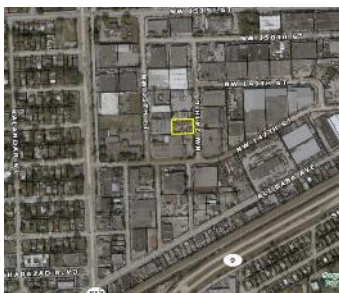
Buyer: SF Investment Properties, LLC

Seller: Manuel Sanchez

Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of a single industrial parcel located along the west side of NW 24th Court between NW 147th and NW 149th Street in the city of Opa-Locka. The site was listed for \$780,000 for four seven months prior to contract.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 4**

Property Address: 34xx NW 154th Terrace, Miami Gardens, FL 33054

Property Folio No.: 34-2116-014-0100

Sale Price: \$325,000

Land Size: 12,470 SF

Price per SF: \$26

ORB/Page: 32866/1855

Sale Date: November 2021

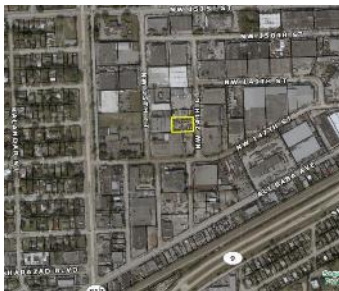
Buyer: MJK Land Investment, LLC

Seller: KDN Land Investment, LLC

Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of a single industrial parcel located along the north side on NW 154th Terrace just east of the Opa-Locka airport between NW 34th and NW 37th Avenues in the city of Miami Gardens. The site was listed for \$325,000 for two months prior to contract.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 5**

Property Address: 13030 NW 30th Avenue, Opa-Locka, FL 33054

Property Folio No.: 08-2128-002-0070 & 0080

Sale Price: \$650,000

Land Size: 20,117 SF

Price per SF: \$32

ORB/Page: 32011/3280 and 32175/22

Sale Date: October 2020

Buyer: R & D Electric Properties, LLC

Seller: Yogh Tacury and Carlos Cabrera

Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of two adjacent industrial parcels between two sellers and one buyer in the city of Opa-locka. More specifically, the parcels are located at the northwest corner of the intersection of NW 30th Avenue and NW 130th Street. The parcels were being used as storage yards at the time of sale. The total listing price for the parcels was \$700,000 or \$34.80 per square foot. The listing broker stated that the buyer intends to use the sites for the storage of his construction company equipment.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 6**

Property Address: 2950-2990 NW 132nd Terrace, Opa-Locka, FL 33054

Property Folio No.: 08-2128-004-0340 & 0350

Sale Price: \$2,985,000

Land Size: 148,974 SF

Price per SF: \$20

ORB/Page: 32026/2048 & 32062/4962

Sale Date: July 2020

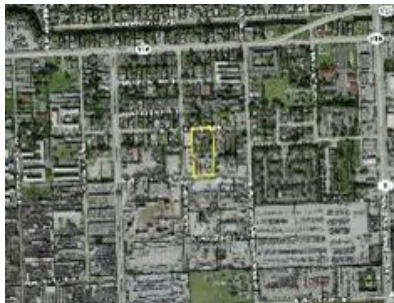
Buyer: Rock & Dirt Construction Equipment Rental, LLC

Seller: Clarence Chine and Five Star Investment Properties, LLC

Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of two adjacent parcels between two sellers to a single buyer. The parcels are located in the city of Opa-locka. More specifically, they are located along the east side of NW 31st Avenue between NW 131st Street and NW 132nd Terrace. The parcels were being used as storage yards at the time of sale. The total listing price for the parcels was \$3,150,000 or \$21.14 per square foot. The buyer purchased the land to build the future headquarters for Rock & Dirt Construction Equipment Rentals, their company.

Aerial

ADJUSTMENT GRID

Below is a grid which illustrates qualitative adjustments used to compare the comparable sales to the subject property. Percentage adjustments were not utilized. To utilize percentage adjustments, it would be necessary to pair (compare) sales to extract value differences. This is difficult as there is normally insufficient data to provide pairings for all value differences. Below is a grid which illustrates the adjustments made. A plus (+) sign indicates the unit of comparison of the sale must be adjusted upward as that characteristic is inferior to the subject. A minus (-) sign indicates the unit of comparison of the sale must be adjusted downward since the characteristic is superior to the subject. An equal (=) sign indicates the sale characteristic is comparable to the subject property.

Sale No.	1	2	3	4	5	6
Price per Sq. Ft.	\$21	\$21	\$29	\$26	\$32	\$20
Market Condition	+	+	=	+	+	+
Location	=	=	=	=	-	-
Size	+	+	+	=	=	++
Shape	=	=	=	=	=	=
Zoning	-	-	-	-	-	-
Overall Adjustments	+	+	=	=	-	+

ESTIMATED MARKET VALUE BY DIRECT SALES COMPARISON APPROACH

The comparable sales utilized were the most recent and similar type properties available at the time of inspection. When selecting comparables most emphasis was placed on location, intended use, zoning, and overall market appeal. An extensive market analysis was conducted and analyzed in order to select properties deemed comparable to the subject that have sold in the recent past, that a prudent buyer would consider as comparisons to the subject. The appraiser has analyzed all relevant and non-relevant factors a prudent buyer would consider in the purchase of the subject property.

The comparables presented provide a good indication of the subject's current market value for their similar characteristics to subject, while reflecting the actions of buyers and sellers in the market place. The sales reflect a range of \$20 to \$32 per square foot with an average of \$25 per square foot and a median at \$24 per square foot.

Once the comparable indicated prices are adjusted for differences, Sale 5 (at \$32 per square foot) was considered superior and required downward adjustments. Sales 1, 2, and 6 (ranging from \$20 to \$21 per square foot) were considered inferior and required upward adjustments; while Sales 3 and 4 (at \$26 and \$29 per square foot) were considered to have offsetting adjustments.

After considering the sales data available and the factors influencing value described, it is concluded that the subject land has a value, as if vacant, of \$27 per square foot. The estimated land value equals 14,929 square feet times \$27 per square foot, equal to \$400,000 (rounded).

As previously stated, to arrive at the As Is value, deducted is the demolition costs estimated at \$120,000 (see page 15). Thus, the subject's As Is value is \$280,000 (rounded)

RECONCILIATION OF VALUE**COST APPROACH**

The cost approach is most reliable for newer properties that have no significant amount of accrued depreciation. As previously discussed, the Cost Approach is judged to be inapplicable and is not utilized.

SALES COMPARISON APPROACH

The sales comparison approach is most reliable in an active market when an adequate quantity and quality of comparable sales data are available. In addition, it is typically the most relevant method for owner-user properties, because it directly considers the prices of alternative properties with similar utility for which potential buyers would be competing. There is a reasonably active market for comparable properties, and this approach most closely reflects buyer behavior.

INCOME CAPITALIZATION APPROACH

The income capitalization approach is usually given greatest weight when evaluating investment properties. The value indication from the income capitalization approach is supported by market data regarding income, expenses and required rates of return.

The income capitalization approach was not estimated as it is not reliable, nor applicable for this type product.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	\$280,000

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

In conducting this appraisal, the following assumptions and limiting conditions have been made:

1. The appraisers assume no responsibility for legal matters affecting the subject property or the title thereto; nor do we render any opinion as to the title, which is assumed to be good and marketable. The market analysis also assumes the property has no private deed restrictions, limiting the use of the subject property in any way.
2. The property is assumed to be free and clear of any or all liens, encumbrances, encroachments, easements and restrictions, unless otherwise stated.
3. GRE Group, Inc. assumes the subject property will be under responsible, prudent and competent management and ownership; neither inefficient or super-efficient.
4. It is assumed that the property is in compliance with all applicable building, environmental, zoning and other federal, state and local laws, regulations and codes.
5. No physical survey was made especially for this market analysis report. All plats of record and information obtained are assumed to be true and correct. Any plats or sketches included in this report are not surveys and should not be relied upon as such. They are included to aid the reader in visualizing the property.
6. Load bearing capacity of subsoil is assumed to be adequate for the present or proposed utilization but no borings or engineering studies have been made especially for this market analysis and the conclusion could be affected by such information.
7. All statements of fact related to the analyses, opinions and conclusions contained in this report are true and correct to the best of the appraiser's knowledge and belief. The appraiser may rely upon the information and materials provided by the Client as accurate, true and correct.
8. The information on which this appraisal is based has been obtained from sources normally used by the GRE Group, Inc. that are considered to be reliable, but it is in no sense guaranteed.
9. This assignment does not include testimony for courts, other authoritative bodies or organizations. If we are requested to provide testimony pursuant to any legal or other proceedings, an additional fee will be charged on a hourly basis at our then prevailing rate plus expenses, if any. The hourly billings will include preparation (excluding the appraisal report), waiting and travel time and all meetings and activities related to the proceeding.
10. Unless noted otherwise, no evidence of termites, dry rot, faulty wiring, faulty plumbing or other hidden physical conditions detrimental to value was discovered at the time of inspection. Unless stated otherwise, the property is assumed to be structurally sound and the systems and components that are part of the property are assumed to be in good working order.
11. It is assumed that all required licenses, certificates of occupancy, permits, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use in which the value estimates contained in this report are based, in a timely manner and without unusual cost; unless otherwise stated.



12. The appraiser makes no representation or warranties as to the adequacy or condition of appliances, electrical systems, plumbing and heating, air conditioning, presence of insulation, adequacy or condition of structural systems or any other subsystem within the property. The appraisers assume no responsibility for any costs incurred to discover or correct any deficiencies present in the property.
13. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, were excluded from consideration. Unless stated otherwise we considered the real property only. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a good workmanlike manner. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
14. No consideration has been given to any possible effects on value that may be caused by environmental restrictions placed on this property by federal, state, city or county governments or any of their agencies in regards to pollutants or annoyances of any kind. No responsibility has been assumed for any of these matters.
15. The existence of potentially hazardous materials used in construction or maintenance of the building (such as the presence of urea formaldehyde foam insulation or asbestos, etc.), and the existence of toxic waste(s) which may or may not be present on the property have not been considered. The value estimates are subject to modification in the event any such potentially hazardous materials are detected on the property by a qualified expert.
16. GRE Group, Inc. may have reviewed available flood maps and noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal, unless otherwise stated.
17. Unless noted otherwise, it is assumed that there are no mineral deposit or subsurface rights of value involved in this appraisal, whether they be gas liquid or solid. Nor are the rights associated with extraction or exploration of such elements considered in this appraisal unless otherwise stated. In addition, it is also assumed that there are no air or development rights of value that have been or may be transferred unless otherwise stated.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, GRE Group, Inc. has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since GRE Group, Inc. has no specific information relating to this issue, nor GRE Group, Inc. qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject property.
19. GRE Group, Inc. accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.



20. It is expressly acknowledged that in any action which may be brought against GRE Group, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "GRE Group Inc. Parties") arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the GRE Group Inc. Parties shall not be responsible or liable for incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the GRE Group Inc. Parties in any such action shall not exceed the fees paid for the preparation of the market analysis report unless the market analysis report was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
21. Economic projections in this report assume a level economy and the value stated is in United States currency as of the effective date of the market analysis. This market analysis is based on market conditions existing as of the date of this report.
22. Cash flows, if included in the analysis, are forecasts of estimated future operating characteristics based on the information and assumptions contained within the report. Our projections of income, expenses and economic conditions should not be regarded as predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections may be affected by fluctuating and/or unforeseen economic conditions and are dependent upon other future events that cannot be guaranteed. Actual results may vary from the projections developed herein. We do not warrant these forecasts will occur. Projections may be affected by circumstances beyond our current realm of knowledge or control.
23. This report may not be duplicated in whole or in part without the specific written consent of GRE Group, Inc. nor may this report or any derivative copies be transmitted to third parties without written consent, which we reserve the right to deny. However duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, and/or advisors of the client-addressee is permitted. Transmission to of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this market analysis report was prepared is also permitted.
24. The value estimate provided in the report applies to the entire property and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
25. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
26. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without prior written consent and approval of its contents shall not be published, in whole or in part, in any public document without the express written consent of the appraiser and GRE Group, Inc.. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. GRE Group, Inc. shall have no accountability or responsibility to any such third party.



27. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions.
28. The Client will hold the appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of 1) this appraisal being used for purposes other than as intended; 2) the Client or his agents failure to provide a complete copy to any third party or 3) the Client or his agents providing incomplete or inaccurate appraisal results to others. In the event litigation is necessary, the prevailing party shall be entitled to recover from the other, reasonable attorney fees and costs.
29. This report is for the sole use of the Client; however, the Client may provide complete final copies of the report in its entirety (but not component parts) to third parties who may review the report in connection with its intended use. The appraiser is not required to explain market analysis results other than to respond to routine and customary questions of the Client.
30. Unless stated otherwise, nothing contained in the report should be construed to represent any direct or indirect recommendation to buy, sell, or hold the subject property based on the value reported. Such decisions involve substantial investment strategy considerations and due diligence beyond the scope of this appraisal.
31. Disclosure of the contents of this market analysis is governed by the Bylaws and Regulations of the professional organizations with which the appraisers are affiliated.
32. The conclusion(s) contained in this report are subject to these and to any other conditions or assumptions (extraordinary and/or hypothetical) that may be set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.



ADDENDA

EXHIBIT A - ADDITIONAL PHOTOGRAPHS



Subject Property



Subject Property



Subject Property



Subject Property



Subject Property



Subject Property



Subject Property



Subject Property



Subject Property



Encroachment



Street



Street

EXHIBIT B – PROPERTY INFORMATION

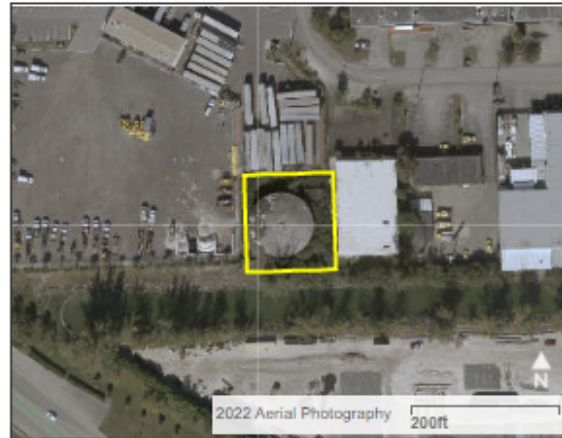


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/7/2022

Property Information	
Folio:	08-2129-005-1621
Property Address:	
Owner	CITY OF OPA LOCKA
Mailing Address	777 SHARAZAD BLVD OPA LOCKA, FL 33054-3521
PA Primary Zone	7400 INDUSTRIAL - INDUSTRIAL P
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq. Ft.
Living Area	0 Sq. Ft.
Adjusted Area	0 Sq. Ft.
Lot Size	14,929 Sq. Ft.
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$298,580	\$298,580	\$223,935
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$298,580	\$298,580	\$223,935
Assessed Value	\$238,444	\$216,768	\$197,062

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$60,136	\$81,812	\$26,673
Municipal	Exemption	\$238,444	\$216,768	\$197,062

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
MIAMI-DADE INDUSTRIAL PARK SEC 2	
PB 86-74	
S130FT OF LOTS 54 & 55 BLK 5 &	
S130FT OF LOTS 1 & 2 BLK 6	
LOT SIZE 14929 SQ FT	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$238,444	\$216,768	\$197,062
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$298,580	\$298,580	\$223,935
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$238,444	\$216,768	\$197,062
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$238,444	\$216,768	\$197,062
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1974	\$69,200	00000-00000	Sales which are qualified

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:

EXHIBIT C - QUALIFICATIONS



PROFESSIONAL QUALIFICATIONS

CARLOS D. GOBEL, MBA, SRA

EXPERIENCE

Carlos D. Gobel, SRA, is Executive Director at GRE Group – a real estate valuation and consulting firm based in Miami, FL that primarily services the South Florida market (Miami-Dade, Broward, Palm Beach, and Monroe counties). Before founding GRE Group in 2011, Mr. Gobel was the Residential Director at Integra Realty Resources – Miami/Palm Beach and, prior to Integra, was Managing Director of Florida Appraisal Services (Miami, FL). In the more than ten years since its founding, GRE Group has completed over 4,000 assignments, representing more nearly \$7 Billion in South Florida real estate. Mr. Gobel has 19 years of real estate valuation and consulting experience that includes valuing vacant land, single family residences, manufactured homes, condominiums, co-operatives, multi-million dollar estates, 2 to 4 unit multi-family dwellings, office and apartment buildings, warehouses, retail centers, and hotels. Mr. Gobel has completed, reviewed, supervised, or consulted on over 11,000 assignments in his career, representing more than \$10 billion in South Florida real estate. These assignments include appraisals, research and-or analyses for lending purposes, feasibility studies, tax appeals, divorces, estate planning, investment and land uses, and expert witness testimony. Mr. Gobel has also served as an appointed Special Magistrate for Broward County's Valuation Adjustment Board, is currently an appointed Special Magistrate in Miami-Dade County, and is a past-president of the Appraisal Institute's South Florida Chapter. Mr. Gobel still serves the South Florida Chapter, is the current Government Relations Chairperson for Region X of the Appraisal Institute for the State of Florida, and is an appointed member of the Appraisal Institute's International Relations Committee (IRC).

Mr. Gobel is a designated member of the Appraisal Institute (SRA), and was invited to participate in the Institute's annual Leadership Development and Advisory Council (LDAC) in Washington, DC in '09, '10, and '12, satisfying the AI's three-year commitment to LDAC. He has served as a guest speaker on topics and issues related to real estate and real estate valuation on numerous occasions to audiences ranging from a half dozen to more than 200.

Mr. Gobel received his undergraduate degrees (Finance and Real Estate) from Florida International University (Miami, FL) and his graduate degree (MBA) from the University of Florida (Gainesville, FL). Mr. Gobel has also been awarded an Executive Certificate in Leadership and Management from the University of Notre Dame (South Bend, IN) and is a graduate of the FBI's Citizens Academy.

EDUCATION

- University of Florida: Master of Business Administration (MBA) – 2011
- Florida International University: Bachelor of Business Administration (BBA) – Finance, Real Estate – 2003

4345 SW 72ND AVENUE, SUITE B • MIAMI, FL 33155
305.595.4485 (TEL) • 888.559.7220 (FAX)
CGOBEL@THEGREGROUP.COM



PROFESSIONAL ACTIVITIES AND AFFILIATIONS, PAST AND PRESENT

- Appraisal Institute, Designated Member; Senior Residential Appraiser (SRA)
- Leadership Development & Advisory Council; Appraisal Institute (2009, 2010, 2012)
- American Society of Appraisers
- Coral Gables Chamber of Commerce
- Florida International University Alumni Association
- University of Florida Alumni Association

LICENSES

- Florida, State-Certified General RE Appraiser, RZ3904; Expires November 2022
- FHA Approved Appraiser; FLRD5485
- Florida, Licensed Real Estate Sales Associate, SL3226768; Expires September 2023

PROFESSIONAL DEVELOPMENT

Mr. Gobel has completed numerous continuing and qualifying educational courses in real estate related studies, including over 600 hours of professional coursework, most of which have been sponsored by the Appraisal Institute. His specialized education includes:

- ABI Registered Assistant Appraiser
- Residential Report Writing and Case Studies
- ABII Certified Residential Appraiser
- Advanced Residential Applications & Case Studies Part I
- Basic Appraisal Principles
- Residential Site Valuation and Cost Approach
- Basic Appraisal Procedures
- Advanced Residential Report Writing Part II
- Business Practices and Ethics
- Residential Market Analysis and Highest & Best Use
- Professional Guide to the URAR
- Real Estate Finance, Statistics, and Valuation Modeling
- Appraising Manufactured Housing
- Residential Sales Comparison and Income Approaches
- HUD Appraiser FHA Property Training
- General Appraiser Site Valuation & Cost Approach
- National USPAP – Jun '04, Mar '05, Jan '08, Nov '12, Oct '14, Aug '16, Oct '18, Oct '20
- Florida Supervisor / Trainee Roles and Relationships
- Inspecting the Residential "Green House"
- General Appraiser Income Approach Part I
- General Appraiser Sales Comparison Approach
- Income Capitalization
- General Appraiser Report Writing & Case Studies
- General Appraiser Market Analysis & Highest and Best Use
- Florida Appraisal Laws – Jun '04, Mar '05, Mar '08, Nov '12, Oct '14, Aug '16, Nov '18, Oct '20
- General Appraiser Income Approach Part II
- Advanced Income Capitalization
- That's Logistics – The Valuation of Warehouses
- Commercial Appraisal Productivity
- IRS Valuation
- Inspecting the Residential "Green House"

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City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:			
City Manager:	Darvin Williams		CM Signature			
Commission Meeting Date:	February 22, 2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No	Yes
Funding Source: Account# : N/A	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes X		No
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#: N/A			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
Sponsor Name	Darvin Williams		Department: Planning & Community Development	City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MINIMUM LOT VARIANCE FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIO NUMBER 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

The applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC has submitted three development requests: one for a Minimum Lot Variance; a request for site plan review; a request for development agreement review. The applicant intends to construct a four-story multi-family building on the vacant property identified by folio 08-2121-002-1110 at 1300 Sesame Street. The applicant intends to construct six two bedroom units and provide thirteen parking spaces on the ground floor, provide a dog park and landscaping as required by the City Land Development Regulations.

Background

This R-3 Multi-family zoned property is approximately 8,714 square feet and is located in the north central section of the City. The property is less than the minimum 9,600 square feet as required by the City Land Development Regulations and therefore a variance is being requested for this development. The development meets the requirements for setbacks, building heights, lot coverage, parking and landscaping.

This proposed development is generally surrounded by residential properties to the west, east, north and south, a multi-family four unit residential development is located west of this site. The site will allow entrance and exits on Kalandar Street and on Sesame Street.

The proposed development for a Multi-Family apartment is in harmony with the general characteristics of the surrounding neighborhood for residential uses. This development is also in harmony with the requirements for the zoning district and the land use category, specifically R-3 Multi-Family and Downtown Mixed Use.

Financial Impact

Approval of this minimum lot variance, of this site plan and of this development agreement will not provide any negative financial impact.

Proposed Action:

Staff recommended approval of this Resolution.

Attachment:

Draft Resolution
P&ZAB Application Package
P&ZAB Meeting Minutes 10-11-22

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MINIMUM LOT VARIANCE FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIO NUMBER 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 22-58 of the City of Opa-Locka's Land Development Regulations (LDR), Ordinance 15-31: "Owners of lands or structures may apply to the City for a variance from the requirements or restrictions of the Land Development Regulations; except that no variance for use or density issues shall be considered"; and

WHEREAS, pursuant to Section 22-58 of the LDR, "An application for a variance shall include a written statement by the applicant with supporting explanation and evidence regarding the following requirements: "1. The particular provision of the Code which prevents the proposed construction on, or use of the property. 2. The existing zoning of the property, including any previously approved conditions, or modifications. 3. The special circumstances, conditions or characteristics of the land, building or structure that prevent the use of the land in compliance with the terms of this ordinance. 4. The particular hardship that would result if the specified provisions of the ordinance were to be applied to the subject property. 5. The extent to which it would be necessary to vary the provisions of this ordinance in order to permit the proposed construction on, or use of, the property. 6. A disclosure statement by the parties with at least five (5) percent interest in the project shall be signed by the applicant and notarized"; and

WHEREAS, the Applicant, Scarborough Investment Enterprises, LLC intends to construct a four-story multifamily building that will provide six two-bedroom units and thirteen parking spaces on the first floor. The applicant further intends to provide a dog park and landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for a variance in accordance with the City's Zoning/Land Development Regulations for use of this property that is less than the required 9,600 square foot minimum lot;

WHEREAS, the City of Opa-Locka's Planning and Community Development staff has reviewed the application for a variance and confirm that the application meets all requirements set forth in Section 22-58 of the City of Opa-Locka's Land Development Regulations for a multi-family residential building in the Moderate Density Residential Zoning District (R-3); and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on October 11, 2022 and approved this request by a 3 – 0 vote; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve/deny the variance requested by Applicant, as provided herein as Exhibit "A."

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL/DENIAL.

Approval/Denial of Variance Request. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for variance related to the construction of a four story multi-family apartment building on the property located at 1300 Sesame Street and identified by folio number 08-2121-002-1110 in the R-3 Zoning District, as set forth in the application attached hereto as Exhibit "A."

Section 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this ____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

SCARBOROUGH INVESTMENT ENTERPRISES, LLC
1700 NE 143 ST
North Miami, FL 33181

To: City of Opa-Locka
780 Fisherman St
Opa-locka, FL33054

Letter of Intent

To whom it may concern:

We, Scarborough Investment Enterprises, LLC, intend to build a 4-story apartment complex that will house 6 spacious 2-bedroom units that are 949 SFT each. The location of the intended lot is 1300 Sesame St. The 1st floor will be dedicated to parking and will provide 13 spaces. The lot will be beautified with landscaping, a dog park, and sitting area. The exterior will be built with a modern design and vibrant colors. It is expected that this will bring value to the surrounding neighborhood and will incentivize other developers and homeowners alike to renovate their homes with the intent to beautify Opa-locka.

We hope that you find this request inviting and acceptable. We look forward to working with you in the improvement of your beautiful City of Opa-locka!

Eric Scarborough, CGC, MGR
Scarborough Investment Enterprises, LLC

Received:
By:
Date:

“ THE GREAT CITY “



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2020-2021

TOTAL FEES: \$ _____ 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 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Scarborough Investment Enterprises, LLC

PROPERTY OWNER'S ADDRESS: 1700 NE 143 ST, N Miami, FL 33181
Number/Street City State/Zip Code

APPLICANT'S NAME: Eric Scarborough

APPLICANT'S ADDRESS: 1700 NE 143 ST N Miami, FL 33181
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305 433 4843 HOME _____ OTHER 305 318 4978

SUBJECT PROPERTY ADDRESS: 1300 sesame ST
Number/Street

TAX FOLIO NUMBER: 08-2121-002-1110 PRESENT ZONING: R3

LEGAL DESCRIPTION: West 73.23 ft of tract 7-a, of Revised Plat of amended Plat of Plat No. one Opa-locka, according to the Plat thereto as recorded in plat book 34, pg 8 of public records
Please check specific request:

- ☐ Tentative Plat
☐ Final Plat
☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
☐ Rezoning
☐ Drainage Plan
☐ Fill Permit Request
☐ Preliminary Site Plan Review
☐ Final Site Plan Review
☐ Conditional Use Permit – No Plans
☐ Conditional Use Permit – With Plans
☐ Special Exception – No Plans
☐ Special Exception – With Plans
☐ Development Agreement
☐ Restrictive Covenant
☒ Other – Please specify: Variance sq ft R3

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, Eric Scarborough, 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

5/16/22
Date

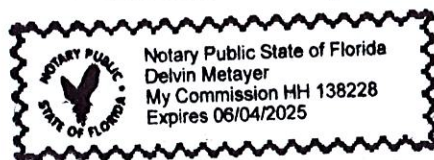
Sworn to and subscribed before me:

This 16 day of MAY,

Delvin Metayer
Notary Public

Attach copy of identification

My commission expires 06/04/25



PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

My commission expires: _____

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Opd Loc 37054

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$1.16

Total Postage and Fees \$4.91

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here MAY 16 2022 NORTH MIAMI FL 33181

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Opd Loc 37054

Certified Mail Fee \$3.75

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$1.16

Total Postage and Fees \$4.91

Sent To

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Detail by Entity Name

Florida Limited Liability Company

SCARBOROUGH INVESTMENT ENTERPRISES, LLC

Filing Information

Document Number	L14000040864
FEI/EIN Number	46-5389168
Date Filed	03/11/2014
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/04/2019

Principal Address

1700 NE 143 ST
N MIAMI, FL 33183

Mailing Address

1700 NE 143 ST
N MIAMI, FL 33183

Registered Agent Name & Address

FRANXO, XAVIER A
255 Alhambra Circle
STE 925
CORAL GABLES, FL 33134

Name Changed: 11/03/2015

Address Changed: 10/04/2019

Authorized Person(s) Detail

Name & Address

Title Manager

Scarborough, Eric
1700 NE 143 ST
North Miami, FL 33181

Annual Reports

Report Year	Filed Date
--------------------	-------------------

2020	03/20/2020
2021	01/20/2021
2022	01/25/2022
Document Images	
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/20/2021 -- ANNUAL REPORT	View image in PDF format
03/20/2020 -- ANNUAL REPORT	View image in PDF format
10/04/2019 -- REINSTATEMENT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
05/24/2017 -- ANNUAL REPORT	View image in PDF format
07/11/2016 -- ANNUAL REPORT	View image in PDF format
11/03/2015 -- REINSTATEMENT	View image in PDF format
03/11/2014 -- Florida Limited Liability	View image in PDF format

PLANNING & ZONING BOARD

OCTOBER
11TH

2022



Multifamily Four-Story Apartment Building: Minimum Lot Variance APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING MINIMUM LOT VARIANCE APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-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:

PL NO 1 OPA LOCKA PB 25-44 LOT 1 & W30FT OF LOT 2 BLK 7 LOT SIZE 8714 SQ FT OR 17685-3110 0697 3
COC 24068-2460 12 2005 4

- The proposed project consists of the construction of a four-story multi-family building on this vacant 8,714 square foot or 0.20 Acre site which is owned by Scarbough Investment Enterprises, LLC according to Miami Dade Property appraiser's website.



← EAST SESAME STREET WEST →



KALANDAR STREET

II. Project Details

- Applicant's intent**

The Applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC intends to construct a four-story multifamily building that will provide six two bedroom units and provide thirteen parking spaces on the first floor. The applicant also intends to provide a dog park and landscaping in accordance with the City Land Development Regulations. In accordance with the requirements of the City of Opa-locka Land Development Regulations the applicant has submitted three development requests:

1. Variance Request for Minimum Lot Requirement; the minimum lot area for the Moderate Density Residential District (R-3) is 9,600 square feet;
2. Site Plan Review;
3. Development Agreement Review. The applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Eric Scarborough c/o Scarborough Investment Enterprises, LLC		
Folio Number (s)	Opa-locka: 08-2121-002-1110;		
Address Location	1300 Sesame Street		
Building (s) Footprint	Building Footprint/Building Coverage	2,664 SF	
	Roofed Area	8,675 SF	
	Greenspace/Landscape Area – 1,500 SF		
Floor Area Ratio	<1.0 FAR .N/A		
Zoning	R-3 – Moderate Density Residential		
Zoning Code Consistency	The construction of a multifamily apartment building is consistent with the R-3 Zoning Code		
Existing Land Use	Downtown Mixed Use		
Future Land Use Designation	Downtown Mixed Use		
Comprehensive Plan Consistency	- The construction of a multifamily apartment building is consistent with the Comprehensive Plan with the requested property having a zoning designation of R-3.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-79; Article IV Sec. 22-85, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	25".	YES
Rear	25 Feet	25" Feet	Yes
Side Interior	15 Feet	15" Feet	YES
Side Street	20 Feet	20"	Yes
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage (Max Impervious Area)	80%	6,526 (75%)	Yes

Lot Density	9-12 Units 750 SF / 2BR Units	6 Units / 950 SF / 2 BR Units	YES
Lot Size	9,600 SF	8,714 SF 3.82 Acres	No-Variance Request
Lot Width	N/A	N/A	N/A
Building Height	4 Stories or 50 Feet whichever less	Apartment Building: 4 Stories/ 50 Feet	YES
Structure Length	N/A	N/A	N/A
Landscaping	Total Landscaping Area	1,500	Yes
Parking Details	Residential -Five or More Units on a single lot for Two Bedrooms: 1.5 parking spaces per Unit	2.0 parking spaces per unit / 13 parking spaces. 12 Regular parking spaces / 1 HC parking space	YES
Landscape/ Pervious Lot Coverage	10% minimum required pervious	25% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, September 28th, 2022. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, October 11th, 2022. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this Site Plan request and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

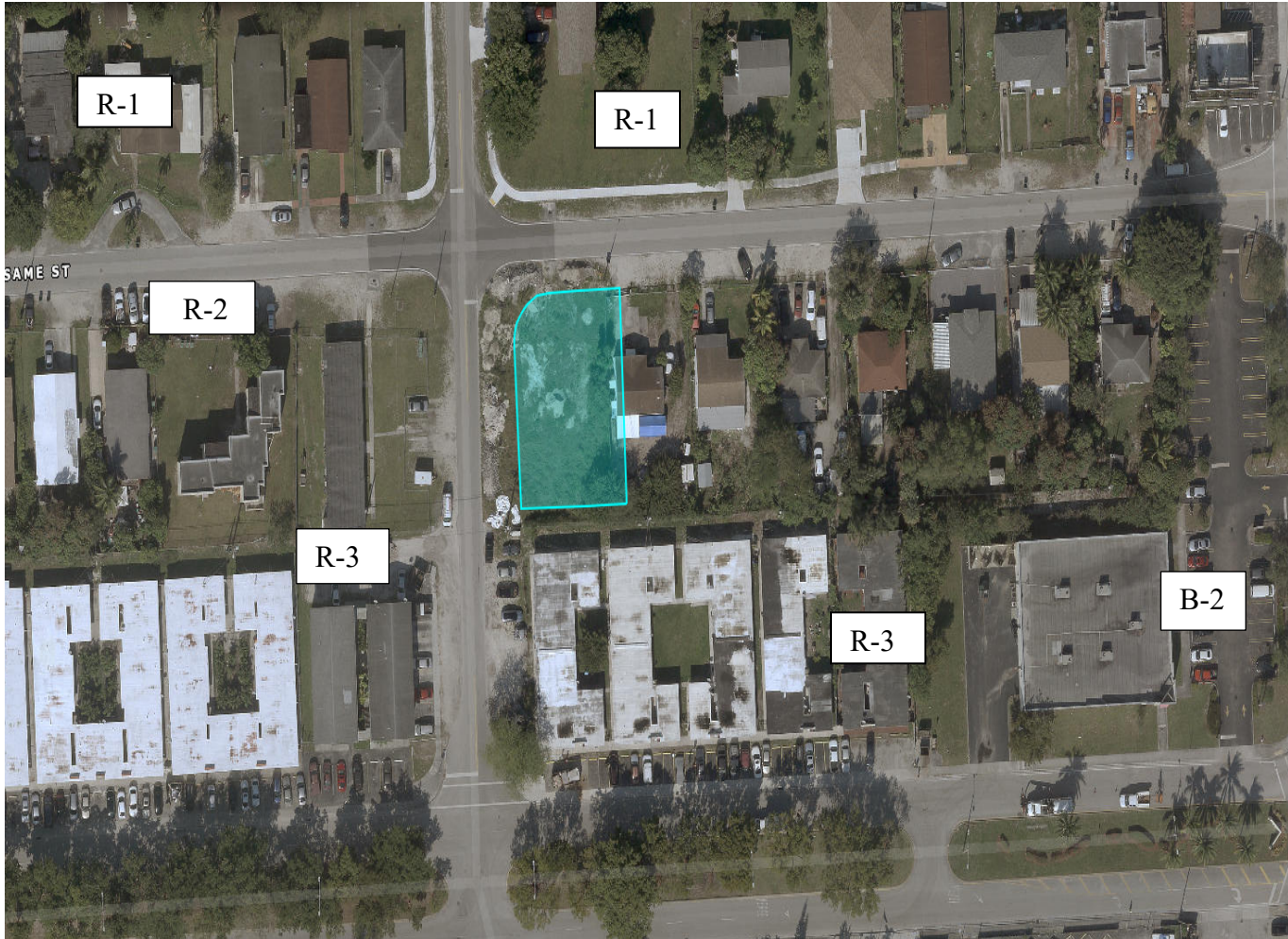
• Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by residential properties to the west, east, north and south with ingress and egress to the site on Kalandar Street and on Sesame Street.
- No Sidewalk alongside the north edge of the Property on Sesame Street or on the west edge of the property on Kalandar Street.
- Across the street, (West of this site) is a multi-family four unit residential development.
- Property is currently vacant and undeveloped.

Surrounding Zoning Designation Map

The Site is highlighted in image



Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Residential	Residential	R-1
South	Residential	Downtown Mixed Use	R-3
East	Residential	Residential	R-3
West	Residential	Downtown Mixed Use	R-3

- 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 'Multi-Family apartment development' is in harmony with the general characteristic of the surrounding neighborhood: Residential 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 1,500 square feet. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.

- **Findings:**
 - The Applicant may install a fence or a wall in accordance with the LDR.

- **Future Land Use:** Downtown Mixed Use

- **Findings:**
 - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Downtown Mixed Use land use designation category.

COMPLIES

- **R-3 (Moderate Density Residential) Permitted Uses:** Project Specific: *Multi-Family Residential Development*

- **Findings:**
 - According to the City's Land Development Regulation/ Zoning Code R-3 (Moderate Density Residential District) allows for Multi-Family Residential Development. This request is for Site Plan Approval.

COMPLIES

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding property owners for signatures, comments or possible opposition.

- **Findings:** The Planning and community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. **Project Need Assessment / other Required Approvals**

1. Variance Request 2. Site Plan Review 3. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, October 11th, 2022

IV. **Development Review Committee (DRC): Meeting Review Comments**

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A

3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**
 - Development Agreement under review
8. **Public works:**
 - N/A
9. **Inter-jurisdictional Review:**
 - N/A

V. Staff Recommendation:

- Staff recommend approval of this Minimum Lot Variance request pending the review and the following other approvals:
 - Must comply with any conditions imposed by the City Planning & Zoning Board
 - Any other applicable agencies or entities as required by Miami Dade County Code.
 - Address all conditions imposed by the City Commission as appropriate
 -

VI. Attachments:

- Site Plan

Planning and Community Development Department

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

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2022-10-11-01,

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING MINIMUM LOT VARIANCE APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE,;

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

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 10-11-2022
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / __
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Concrete Batching Plant and Finished Concrete Production Company Facility.

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, October 11, 2022

7:00 P.M.

CALL TO ORDER

Chair Elio Guerrero called the special Planning and Zoning Board meeting to order at 7:05 p.m. on October 11, 2022.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

ROLL CALL

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Germane Barnes, Board Member Aldo Mata, and Board Member Dawn Mangham.

Absent Board Members: Board Member Dorothy Johnson and Board Member Claudienne Hibbert-Smith.

Also in attendance were Planning and Zoning Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Kinshannta Hall, and Attorney Pam Booker.

INVOCATION AND PLEDGE

All present stood for the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES: Discussion of Minutes from September 13, 2022 Meeting

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve the previous meeting's minutes. In a roll call vote, the **motion** passed unanimously (4-0).

PUBLIC HEARING

Chair Guerrero stated that he would recuse himself from voting upon the first three Items on tonight's Agenda due to a possible conflict of interest.

1. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING MINIMUM LOT VARIANCE APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Planning and Zoning Director Gregory Gay advised that Items 1, 2, and 3 are companion Items, addressing the variance, Site Plan, and development agreement of the same project.

Eric Scarborough, Operating Manager for Scarborough Enterprises, stated that a variance is requested because the site does not meet the square footage requirements necessary to zone the subject property R-3. The project will include 900 sq. ft. two-bedroom family units, which he felt would benefit the City.

It was noted that the Board Members received copies of the property's plans in their backup materials.

Chair Guerrero requested clarification of the project's variance from R-3 square footage requirements. Mr. Scarborough explained that the project is below the required square footage for R-3 zoning. This zoning category requires a minimum of 9600 sq. ft., and the project is 8714 sq. ft. The lot upon which it will be built is already zoned R-3. The project is four stories in height, including three stories of living units. The entire first floor of the project will be used for parking.

Mr. Scarborough continued that the subject site is a corner lot, with frontage onto two sides. This provides additional capacity for parking. He felt the project would beautify the surrounding neighborhood and provide an incentive for neighboring properties to do the same.

Zoning Official Gerald Lee stated that the request is for a variance to minimum lot size. The subject property is not the size required by Code for multi-family development; however, it is zoned R-3 for this type of development, which means a variance is required in order to construct a property smaller than 9600 sq. ft. The subject area includes multi-family properties adjacent to single-family residential development.

The conflict between the required size of an R-3 property and the proposed project is not self-created. The property owner has made an effort to obtain additional properties, which would have accommodated the zoning requirement for the lot size. He has not reduced the requirements for the size of units, which could have resulted in providing a

substandard product. Instead, he has created two-bedroom units that are larger than the minimum required size.

With these facts in mind, and with the need for a variance not having been self-created, the property owner is requesting a variance to allow the development of the property. Staff has reviewed the Applicant's presentation and recommends approval of the request.

Board Member Barnes requested clarification of the minimum area requirements for rooms in the subject zoning district. Zoning Official Lee replied that the minimum size is 750 sq. ft. for a two-bedroom unit.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item 1. In a roll call vote, the **motion** passed 3-0. (Chair Guerrero abstained.)

2. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Director Gay advised that this is the second Item addressing the project at 1300 Sesame Street. This Item addresses the design of the proposed structure, which is a six-unit building with internal and external parking, as well as on-site landscaping. The project is located within the R-3 zoning district, which is appropriate for the subject location.

Mr. Scarborough added that the site will include adequate parking, and noted again that this is possible because of its location on a corner lot. While there had been consideration of building in the architectural style found throughout Opa-locka, it was ultimately determined that potential residents may be attracted to a more modern look. The site is located in an area with access to trains and public transportation. He was confident that the units will fill up quickly.

Mr. Scarborough continued that the development will include palms, live oaks, Colusa, and magnolia trees, which are intended to beautify the area.

Zoning Official Lee noted that the Board members' information packets did not include the detailed information Mr. Scarborough had provided with regard to landscaping, although the drawings include a landscaping plan. The plans will include 27 Colusa, 45 golden-tipped winter creepers, two live oaks, two Southern magnolias, and four foxtail palms. He emphasized the importance of including shade trees as part of this plan.

Zoning Official Lee continued that all Site Plan requirements have been met, including setbacks and height, with the exception of the minimum lot size for which a variance was requested. Staff recommends approval of the Item.

Board Member Barnes requested clarification of the minimum parking requirements for two-bedroom units in R-3 zoning. Zoning Official Lee replied that 1.5 parking spaces are required per unit. The Applicant plans to provide 13 spaces for six units.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item #2. In a roll call vote, the **motion** passed 3-0. (Chair Guerrero abstained.)

3. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Board Member Barnes asked if any of the development's units are set aside as affordable units. Director Gay replied that all the units are intended to be affordable.

Board Member Barnes requested further clarification of the rental cost of the units. Mr. Scarborough stated that they will be in the range of \$2000 to \$2500 per month, which he believed to be consistent with or below other rental rates for two-bedroom units in Opa-locka.

Board Member Barnes asked if the developer was aware of the average income levels of Opa-locka residents. Mr. Scarborough stated that he was, and added that research had found many renters of older apartments and single-family homes in the City are paying roughly \$2000 per month. While many of those existing units are Section 8 housing, the developer hopes to move away from this trend, as he did not feel it was consistent with what he and the City are both trying to achieve.

Board Member Barnes asked if the Board may see the research analysis to which Mr. Scarborough had referred. Mr. Scarborough replied that he did not have this material on hand.

Zoning Official Lee stated that the most important aspect of the proposed development agreement will be the standards proposed in the project's Site Plan. It is also important that the agreement support employment within the City of Opa-locka to the residents who will live in the proposed building. This is a standard aspect of the development agreement. Staff recommends approval of the request.

Board Member Barnes asked if a development agreement can include a requirement for a certain number of affordable units. Attorney Pam Booker advised that if the City enters into a partnership agreement with a developer, conditions of affordability can be added to the agreement. They may also be attached as a result of any enhancements provided to the developer by the City and negotiated as part of the agreement. When the property is owned outright and meets City Code, however, the City is prohibited from mandating the inclusion of affordable units.

Attorney Booker further clarified that recent state law requires that, should the City mandate the inclusion of affordable units, they must compensate the developer for the difference, as it is considered to be a taking. Discussions regarding affordable housing are ongoing at the state level, with municipalities seeking to address affordability through partnership with developers on City-owned parcels of land or enhancements to proposed projects.

Director Gay advised that the subject property of Items 1, 2, and 3 is not located within the City's Community Redevelopment Agency (CRA) district. Within the CRA, there may be opportunities to bring down rental costs and make some units more affordable; however, this does not apply to the property before the Board at this time.

Board Member Barnes commented that the average income of Opa-locka residents is below \$30,000 per year. For an average resident, rent of one of the units in the proposed development at the lower end of the spectrum, \$2000 per month, would cost \$24,000 per year, or 75% of this average income. He asked if the project's goal is to attract new residents to the area or to provide quality housing for current residents. Director Gay replied that the market will determine the opportunity.

Board Member Barnes pointed out that incomes have not changed sufficiently in the City to precipitate a rent increase. He noted that in particular, the taxes applied to developers have not increased development costs. Director Gay stated that he understood Mr. Scarborough to have said his research reflected these rental costs.

At this time Chair Guerrero opened the Item to public comment, which he closed upon receiving no input.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item #3. In a roll call vote, the **motion** passed 2-1 (Board Member Barnes dissenting). (Chair Guerrero abstained.)

4. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2121-

004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Harry Joseph, representing the Applicant, stated that an apartment complex is proposed for the subject site. It will include approximately 1600 sq. ft. of commercial development.

Director Gay advised that the request is for Site Plan review of the six-story, 45-unit project, which will include 40 two-bedroom units and five three-bedroom units. The Applicant will provide roughly 50 parking spaces, which includes parking for both the residential units and 1650 sq. ft. of retail space on the first floor.

The subject property is located in an R-3 zoning district, which is residential; however, the City has adopted a Historic Downtown Ordinance which includes this site. The Ordinance provides new opportunities and standards, including options for setbacks, parking, and ingress/egress. Because the site has a non-standard shape, it provides a 15 ft. front setback, a 10 ft. side setback, and a rear setback greater than 30 ft.

Director Gay continued that the City did not receive a traffic impact study or statement from the Applicant, which he felt was important to a proposed 45-unit development. The City also did not receive a standardized, Code-compliant landscaping list for the site. Because the site is located within the Historic Downtown District, landscaping will be important to the development. Director Gay did not feel the Application should move forward without this plan.

Director Gay concluded that in the absence of a traffic study or statement and more detailed information on landscaping, Staff did not recommend approval of the request. They are requesting deferral so they may meet with the Applicant and have them fully address landscaping and traffic requirements, including the circulation of the site. He clarified that Staff does not oppose the project; however, they feel it must meet these standards and requirements.

Because the project is located in the Historic Downtown District, it should pay strict homage to the Moorish architecture requirements supported by the City. Director Gay noted that the project does not address these requirements.

Board Member Barnes requested a breakdown of the residential units by size. Director Gay replied that there would be 40 two-bedroom units and five three-bedroom units. The 40 two-bedroom units would ordinarily generate 1.5 parking spaces per unit, while the five three-bedroom units would require two parking spaces each. Within the Historic Downtown District, however, a parking reduction of up to 35% is permitted, as the subject parcel is across from the train station.

Board Member Barnes noted that the plans for the two-bedroom units include a den area which is adjacent to a bathroom. He expressed concern that while the plans label

this space as a den, it could be marketed as an additional sleeping room, even though a room may not be used as a sleeping room unless it includes windows.

Mr. Joseph stated that the Applicant is working on preparing the traffic impact study and landscaping information. He anticipated that this information would be ready to present by November 2022.

Board Member Barnes recommended that the landscaping plans include shade trees rather than palm trees, emphasizing the importance of shade trees to a more walkable and healthier City.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to defer Item #4 until a later date once the Applicant has conducted his traffic impact study, as well as his landscape project, and has delivered those items to Community Development for review. In a roll call vote, the **motion** passed unanimously (4-0).

5. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2121-004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

It was noted that Item 5 is a companion Item to Item 4.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to defer Item #5, contingent upon the Applicant delivering the items to Community Development for review. In a roll call vote, the **motion** passed unanimously (4-0).

Director Gay welcomed new Board Member Aldo Mata to the Planning and Zoning Board.

Board Member Barnes thanked Director Gay and Zoning Official Lee for meeting with architecture students from the University of Miami, who are currently working with the City.

The meeting was adjourned at 7:49 p.m.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

RESOLUTION NO. 23-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110 IN THE R3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Scarborough Investment Enterprises, LLC intends to construct a four-story multifamily building that will provide six two-bedroom units and thirteen parking spaces on the first floor. The Applicant further intends to provide a dog park and landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for site plan review to construct a multi-family residential building in the Moderate Density Residential Zoning District (R-3); and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of Scarborough Investment Enterprises, LLC and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on October 11, 2022 and approved this request by a 3 – 0 vote; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve/deny the site plan review approval requested by the Applicant, as provided herein 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/DENIAL.

Approval/Denial of Site Plan Review. The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for the Final Site Plan approval for the Construction of a four-story multi-family apartment building on the property located at 1300 Sesame Street and identified by folios 08-2121-002-1110 in the R-3 Zoning District as set forth in Exhibit "A" attached to herein.

Section 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this ____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature				
Commission Meeting Date:	February 22, 2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes X	No	Yes	No
Funding Source: Account# : N/A	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes X		No	
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#: N/A				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	Darvin Williams		Department: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION OF A FOUR STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110 IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC has submitted three development requests: one for a Minimum Lot Variance; a request for site plan review; a request for development agreement review. The applicant intends to construct a four-story multi-family building on the vacant property identified by folio 08-2121-002-1110 at 1300 Sesame Street. The applicant intends to construct six two-bedroom units and provide thirteen parking spaces on the ground floor, provide a dog park and landscaping as required by the City Land Development Regulations.

Background

This R-3 Multi-family zoned property is approximately 8,714 square feet and is located in the north central section of the City. The property is less than the minimum 9,600 square feet as required by the City Land Development Regulations and therefore a variance is being requested for this development. The development meets the requirements for setbacks, building heights, lot coverage, parking and landscaping.

This proposed development is generally surrounded by residential properties to the west, east, north and south, a multi-family four unit residential development is located west of this site. The site will allow entrance and exits on Kalandar Street and on Sesame Street.

The proposed development for a Multi-Family apartment is in harmony with the general characteristics of the surrounding neighborhood for residential uses. This development is also in harmony with the requirements for the zoning district and the land use category, specifically R-3 Multi-Family and Downtown Mixed Use.

Financial Impact

Approval of this minimum lot variance, of this site plan and of this development agreement will not provide any negative financial impact.

Proposed Action:

Staff recommended approval of this Resolution.

Attachment:

Draft Resolution

P&ZAB Application Package

P&ZAB Meeting Minutes 10-11-22

SCARBOROUGH INVESTMENT ENTERPRISES, LLC
1700 NE 143 ST
North Miami, FL 33181

To: City of Opa-Locka
780 Fisherman St
Opa-locka, FL33054

Letter of Intent

To whom it may concern:

We, Scarborough Investment Enterprises, LLC, intend to build a 4-story apartment complex that will house 6 spacious 2-bedroom units that are 949 SFT each. The location of the intended lot is 1300 Sesame St. The 1st floor will be dedicated to parking and will provide 13 spaces. The lot will be beautified with landscaping, a dog park, and sitting area. The exterior will be built with a modern design and vibrant colors. It is expected that this will bring value to the surrounding neighborhood and will incentivize other developers and homeowners alike to renovate their homes with the intent to beautify Opa-locka.

We hope that you find this request inviting and acceptable. We look forward to working with you in the improvement of your beautiful City of Opa-locka!

Eric Scarborough, CGC, MGR
Scarborough Investment Enterprises, LLC



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

SCARBOROUGH INVESTMENT ENTERPRISES, LLC

Filing Information

Document Number	L14000040864
FEI/EIN Number	46-5389168
Date Filed	03/11/2014
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/04/2019

Principal Address

1700 NE 143 ST
N MIAMI, FL 33183

Mailing Address

1700 NE 143 ST
N MIAMI, FL 33183

Registered Agent Name & Address

FRANXO, XAVIER A
255 Alhambra Circle
STE 925
CORAL GABLES, FL 33134

Name Changed: 11/03/2015

Address Changed: 10/04/2019

Authorized Person(s) Detail

Name & Address

Title Manager

Scarborough, Eric
1700 NE 143 ST
North Miami, FL 33181

Annual Reports

Report Year	Filed Date
--------------------	-------------------

2020	03/20/2020
2021	01/20/2021
2022	01/25/2022
Document Images	
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/20/2021 -- ANNUAL REPORT	View image in PDF format
03/20/2020 -- ANNUAL REPORT	View image in PDF format
10/04/2019 -- REINSTATEMENT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
05/24/2017 -- ANNUAL REPORT	View image in PDF format
07/11/2016 -- ANNUAL REPORT	View image in PDF format
11/03/2015 -- REINSTATEMENT	View image in PDF format
03/11/2014 -- Florida Limited Liability	View image in PDF format

Received:
By:
Date:

“ THE GREAT CITY “



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2020-2021

TOTAL FEES: \$ _____ 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

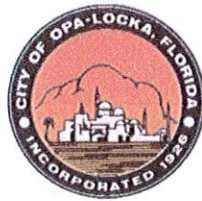
August 20, 2021
September 17, 2021
October 15, 2021
November 19, 2021
December 17, 2021
January 14, 2022
February 18, 2022
March 18, 2022
April 15, 2022
May 20, 2022
June 17, 2022
July 22, 2022

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 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Scarborough Investment Enterprises, LLC.

PROPERTY OWNER'S ADDRESS: 1700 NE 143 ST N Miami, FL 33181
Number/Street City State/Zip Code

APPLICANT'S NAME: Scarborough Investment Enterprises, LLC

APPLICANT'S ADDRESS: 1700 NE 143 ST, N Miami, FL 33181
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305 433 4843 HOME — OTHER Cell 305 318 4478

SUBJECT PROPERTY ADDRESS: 1300 Sesame St
Number/Street

TAX FOLIO NUMBER: 08-2121-002-1110 PRESENT ZONING: R3

LEGAL DESCRIPTION: PL No 1 Opa-Locka PB 25-44, Lot 1 + W 30ft of Lot 2 BLK 7

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, Eric Scarborough, 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

3/11/22
Date

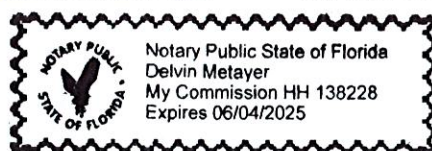
Sworn to and subscribed before me:

This 29 day of April

Delvin Metayer

Notary Public
Attach copy of identification

My commission expires 06/24/25





Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Eric Scarborough, being first duly sworn, depose and say that I am the owner of the property legally described as:
1300 Sesame St: PL NO 1 OpaLocka PB 25-44, Lot 1 + W 30 ft of Lot 2 Block 7

I do give to _____ 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

Date

Sworn to and subscribed before me:

This _____ day of _____,

Notary Public

My commission expires: _____

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 13 00 Sesame St

LEGAL DESCRIPTION: PL NO 1 Opa-locka PB 25-44, Lot 1
or W 30ft of Lot 2, BIK 7.

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____ PHONE: _____

ADDRESS (If different): _____

Signature



Site Plan Checklist
Planning and Community Development Department
780 Fisherman Street, Fourth Floor, Opa-locka, FL 33054
305-953-2868 ext. 1503 (tel.)
305-953-3060 (fax)

Contact Information—Developer, Property Owner, or Contractor	
Name of Applicant / Developer / <u>Property Owner</u> (Circle One)	Scarborough Investment Enterprises, LLC
Site Address / Location	1300 Sesame St.
Telephone Number	305 318 4978
Email Address	eric@ejdconstruction.com
Date of Application	3/11/22

Pre-Application Procedures

Prior to formal application for approval of any site plan, the applicant shall request and attend a mandatory pre-application conference with the appropriate City official(s) in order to become familiar with the City's development regulations and the subdivision process. At the pre-application conference, the applicant may be represented by his or her land planner, engineer and/or surveyor.

Zoning Requirements

A property within the City's corporate limits that is being proposed for development must be properly zoned by the City prior to submission of an application for approval of any site plan. In addition, the proposed development layout or design shown on the proposed site plan must be in conformance with all standards and requirements prescribed in the City's Land Development Code City Ordinance No. 15-31 and Miami-Dade County Subdivision Regulations adopted by City Ordinance No. 85-5

Completeness of Application

Site Plan applications which do not include all required information and materials, as outlined below and per other City policies which may change from time to time, will be considered incomplete, shall not be accepted for official submission by the City, and shall not be scheduled on a Planning Council agenda until the proper information is provided to City officials.

Applicability

Administrative Site plan review and approval shall be required for all nonresidential, mixed-use, townhouse, single-family attached and multi-family residential projects and structures and for any condition of special exception or conditional use as required by the Mayor and City Commission.

Exceptions

Site plan review shall not be required for single-family residential developments, unless the proposed subdivision will include a private amenity, facility or a golf course. In these instances, site plan submission and approval will be required for the private amenity or facility, or the golf course clubhouse/hospitality area.

Site Plan Checklist

The proposed site plan shall show the following information (other physical and engineering data shall be included in the engineering plans or as separate documents):

	Required	N/A	Requested	Provided
1. A title block within the lower right hand corner of the site plan with the proposed name of the project/subdivision, total site acreage, and the location of the property according to the abstract and survey records of Miami-Dade County	X		X	
2. The name and address of the owner/developer and the land planner, engineer, architect or surveyor responsible for the plan		X	X	
3. The scale of the drawing (both written and graphic scale)	X		X	
4. The date the drawing was prepared		X		
5. Zoning			X	
6. A vicinity or location map showing the location of the proposed development within the City and in relationship to existing roadways	X			
7. The boundary survey limits of the tract and each proposed lot/tract and scale distances with north clearly indicated	X			
8. The names of adjacent additions or subdivisions or the name of the owners of record with north clearly indicated and recording information for adjacent parcels of un-platted land, including parcels on the other sides of roads, canals, etc		X	X	
9. The existing zoning and existing/proposed uses on adjacent land;		X		
10. The location, width and names of all existing or platted streets or other public ways within or adjacent to the tract	X			
11. Any existing easements, with recording information	X			
12. Existing buildings	X			
13. Railroad rights-of-way		X		
14. Topography (contours at two-foot intervals) with existing drainage channels or creeks including the 100-year flood plain, if applicable	X			
15. Any other important natural features, such as wetlands, wildlife habitats, and all substantial natural vegetation	X			
16. Proposed strategies for tree preservation including showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction	X			
17. The layout and width (right-of-way lines and curb lines) of existing and proposed thoroughfares, collector streets and/or intersections, and specific configuration of proposed streets		X		
18. Lot/tracts and blocks	X			
19. Proposed driveways including driveway widths and distances between driveways	X			
20. Proposed median openings and left turn lanes on future divided roadways and existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings		X		
21. Specific locations and footprints of buildings, including but not limited to proposed nonresidential and residential densities	X			

22. Building heights	X			
23. Square footages (for multi-tenant or multi-purpose buildings, show square footage for each intended use), massing, orientation		X	X	
24. Loading/service areas (including proposed screening)	X			
25. Recycling containers, compactors & dumpster enclosures	X	X		
(including proposed screening)				
26. Pedestrian walkways		X		
27. Parking areas (including parking ratio calculations)	X			
28. Any proposed sites for parks, schools, public facilities, public or private open space	X			
29. Flood plains/drainage ways	X			
30. All proposed and existing utilities, easements and drainage structures	X			
31. Traffic Impact Statement	X			
32. Retention/detention ponds with proposed aesthetic treatments	X			
33. Screening walls; fences	X			
34. Signage location	X			
35. Fire lanes and fire hydrants	X			
36. Lighting		X	X	
37. Visibility easements		X	X	
38. Other pertinent development related features		X	X	
trees to be planted, and irrigation plans, if required		X		
Tree Ordinance 10-03- For removal, relocation, or maintenance standards for trees.				
40. Color building façade (elevation) plans showing elevations with any attached (wall-mounted) signage to be used, as determined appropriate by the City Manager, or his/her designee.	X			

Effect of Approval

The approval of a site plan shall be effective for a period of twelve (12) months beyond the date that the plan was approved by the City Commission. If this is not accomplished, then the approved site plan shall be deemed to have expired and shall become null and void.

Revisions to Approved Site Plan

Minor Revisions/Amendments – It is recognized that final architectural and engineering design may necessitate minor changes in the approved site plan. In such cases, the City Manager, or his/her designee, shall have the authority to approve minor modifications to an approved site plan and which shall be submitted as an “amended site plan,” which substantially conforms to the previously approved site plan, provided that such modifications do not significantly change traffic circulation, building location(s) on the site, proximity of building(s) to nearby residential areas, increase the size or height of building(s), or any other conditions specifically attached as part of the City Council’s approval of the site plan. Submission materials and requirements for approval of an amended site plan shall be as determined by the City Manager or his/her designee. If the City Manager, or his/her designee, refuses to approve an amended site plan, then the applicant shall re-submit the amended site plan as a “revised site plan”, whereupon the revised site plan shall be scheduled for consideration by the Planning Council and City Commission

Major Revisions – In the event of revisions that are more extensive in nature and do not conform to the description for minor amendments above, a “revised site plan” must be resubmitted, reviewed by the City Manager, or his/her designee, and reconsidered by the Planning Council and City Commission.

Developer’s Agreement – A Developer’s agreement may be required for all development except for single-family homes or duplexes pursuant to Section 4.16 of City Ordinance No. 86-8.

Applicant's
Name Scarborough Investment Enterprises, LLC.

Address 1700 NE 143 ST, N Miami, FL 33181

Signed.  Eric Scarborough Mgr.

Date 3/11/22

My signature certifies that I have been provided with a copy of the site plan checklist and have also had a pre-conference meeting with the Planning and Community Development staff.

Reviewed by Planning Staff -

Date of Pre-Conference Meeting -

Date of Site Plan Review -

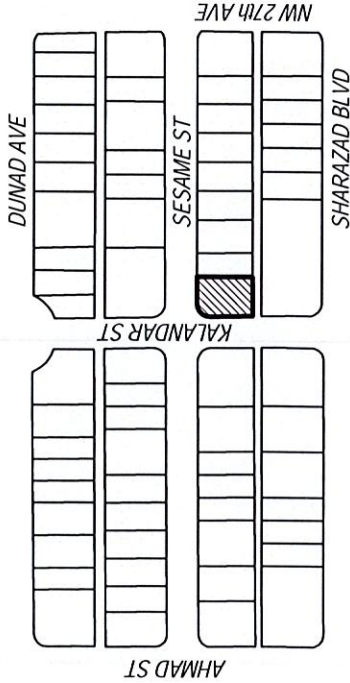


Lot 1 and West 30 feet of Lot 2, Block 7, of "PLAT NO. ONE OPA LOCKA", according to the Plat thereof as recorded in Plat Book 25, at Page 44, of the Public Records of Miami-Dade County, Florida

1300 Sesame Street
Opa-Locka, FL 33054

*Mr. Miami Real Estate LLC.
C & C Title Agency, Inc.
First American Title Insurance Company.*

N.T.S.



The information shown hereon meets the Standards of Practice as set forth by the "FLORIDA BOARD OF LAND SURVEYORS in Chapter 5J-10, Florida Administrative Code, Pursuant to Section 472.02, Florida Statutes.

(Not Valid without the Signature and the Original Raised Seal of a Florida Licensed Surveyor & Mapper)

**ORION SURVEYORS
& MAPPERS, INC.**



16217 S.W. 48th TERR.
MIAMI, FLORIDA 33185.
(305) 229-5130 ~ 232-1109
orionsurveyors@gmail.com

Certificate of Authorization LB 6774

Page 262 of 343

PROPOSED PROJECT FOR:
NEW APARTMENT BUILDING
1300 SESAME STREET, OPA LOCKA, FLORIDA, 33064



RENDERING

INDEX OF DRAWINGS	
SHEET #	DESCRIPTION
1	CO COVER SHEET
2	RE RENDERING
3	A-1.0 ARCHITECTURAL SITE PLAN
4	A-1.1 GROUND FLOOR PLAN
5	A-1.2 2ND FLOOR PLAN
6	A-1.3 3RD FLOOR PLAN
7	A-1.4 4TH FLOOR PLAN
8	A-1.5 ROOF PLAN
9	A-2.0 ELEVATION
10	A-2.1 ELEVATION
11	A-2.2 ELEVATION
12	A-2.3 ELEVATION

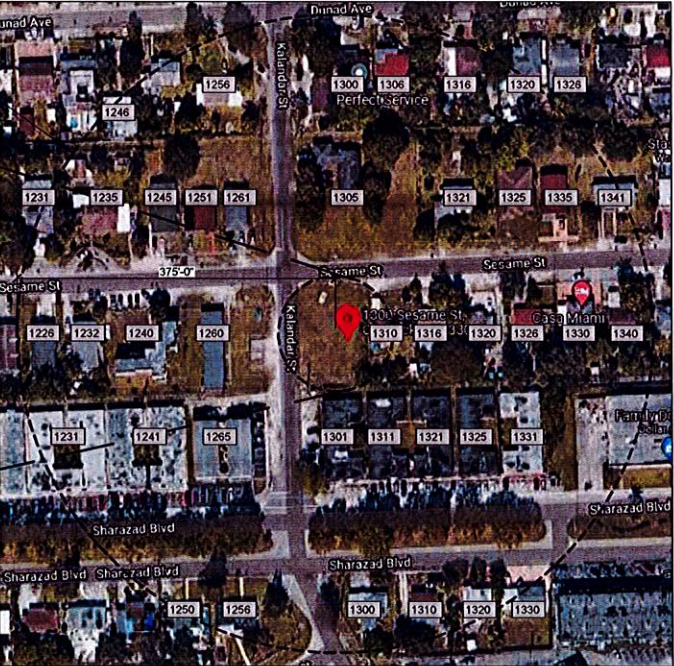
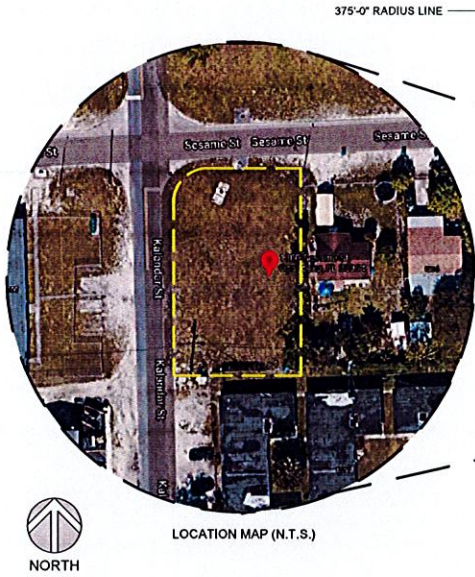
JOHN A. BODZIAK
AIA, ARCHITECT, PA
JOVAN RODRIGUEZ
AIA, ASSOCIATE
ARCHITECTURE, DESIGN, AND CONSTRUCTION
MANAGEMENT
FLORIDA REGISTRATION NO. AR0005665
743 49th STREET NORTH
SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0968
EMAIL: JACK@JABODZIAK.COM

SCOPE OF WORK

CONSTRUCTION OF A NEW 6 UNIT APARTMENT
BUILDING CONSISTING OF THREE LIVING
FLOORS OVER GROUND LEVEL PARKING.

LEGAL DESCRIPTION

LOT 1 AND WEST 30 FEET OF LOT 2, BLOCK 7,
OF "PLAT NO. ONE OPA LOCKA", ACCORDING
TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 25, AT PAGE 44, OF THE PUBLIC
RECORDS OF MIAMI-DADE, FLORIDA.



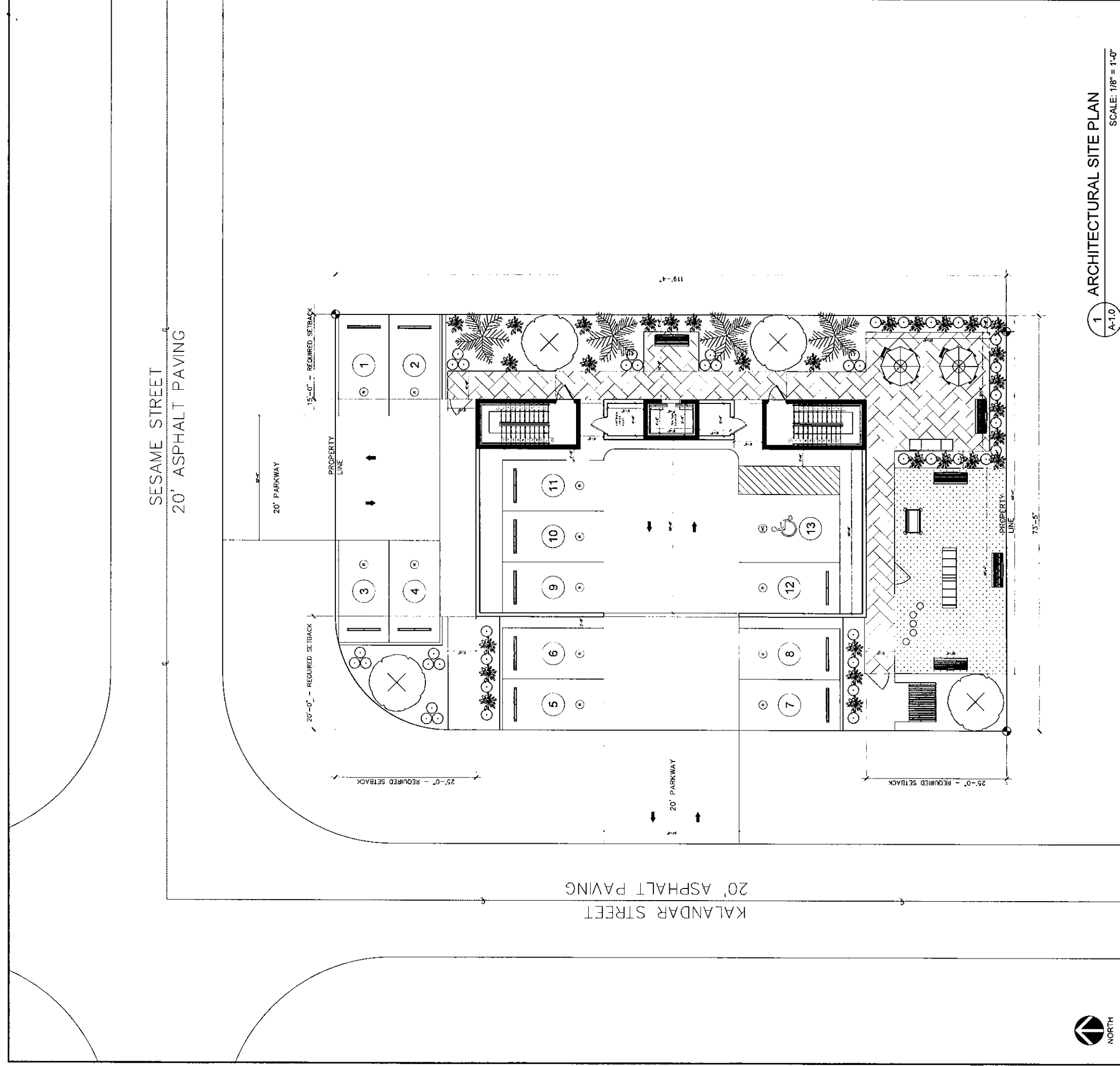
VICINITY MAP (SCALE: 1" = 100')

NEIGHBORHOOD LISTING - PROPERTIES WITHIN 375' RADIUS OF PROJECT SITE				
PARCEL #	OWNER'S NAME	ADDRESS	FOLIO #	LEGAL DESCRIPTION
1260	RODNEY J MAGWOOD	1260 Sesame St	08-2121-002-2340	PL NO 1 OPA LOCKA PB 23-44, LOTS 11 & 12 BLK 13, LOT SIZE 11785 SQUARE FEET, OR 19488-1416 0201 1.
1240	JOHN & SANDRA BUSTA	1240 Sesame St	08-2121-002-2330	21 52 41, PL NO 1 OPA LOCKA PB 25-44, 13 LOTS 9 & 10 BLK, LOT SIZE 11900 SQUARE FEET, OR 21025-2618 0194 4.
1232	WHALLY PIERRE	1232 SESAME ST	08-2121-002-2321	PL NO 1 OPA LOCKA PB 25-44, LOT 8 BLK 13, LOT SIZE 5950 SQUARE FEET, OR 11160-0969 0781 1.
1228	MAG FLORIDA PROPERTIES INC	1228 SESAME ST	08-2121-002-2320	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOT 7 BLK 13, LOT SIZE 5950 SQUARE FEET, OR 16770-0572 0495 1 COC 22173-4707 03 2004 1.
1231	SUGROUP LLC.	1231 SHARAZAD BLVD	08-2121-002-2380	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 17 & 18 BLK 13, LOT SIZE 11900 SQUARE FEET, OR 19264-3457 0200 6 (2).
1241	SUGROUP LLC.	1241 SHARAZAD BLVD	08-2121-002-2370	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 15 & 16 BLK 13, LOT SIZE 11900 SQUARE FEET, OR 19264-3457 0200 6 (2).
1265	FUN N GAMES LLC.	1265 SHARAZAD BLVD	08-2121-002-2350	PL NO 1 OPA LOCKA PB 25-44, LOTS 13 & 14 BLK 13, LOT SIZE 11858 SQUARE FEET, OR 10680-1781 0280 1.
1250	OLGA M VENEREO	1250 SHARAZAD BLVD	08-2121-002-2190	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOT 18 & PT LOTS 17 & 19 BLK 12 & 8, PT PB 46-76 DB 3605-493, LOT SIZE 60,000 X 109, OR 10336-234 0379 4 COC 22330-0925 02 2004 4.
1256	JUAN E URENA	1256 SHARAZAD BLVD	08-2121-002-2200	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 20 & 21 & PT LOT 19 BLK 12 & 8, PT PB 46-76 DB 3605-493, LOT SIZE 9,101 SQ FT M/L, OR 15010-3312 0491 1 COC 22673-3219 09 2004 1.
1300	JUSTINO ALEXIS RAMOS GUTIERREZ, YANET Y CURBELO	1300 SHARAZAD BLVD	08-2121-002-1290	OPA LOCKA PLAT NO 1 PB 25-44, LOTS 1 & 2 & W10FT LOT 3 BLK 8, & LOTS 1-A & 2-A & W10FT LOT 3-A, PER PB 46-76 BLK 8-A, LOT SIZE 8350 SQUARE FEET.
1310	NELSON F MUNGUIA	1310 SHARAZAD BLVD	08-2121-002-1300	OPA LOCKA PLAT NO 1 PB 25-44, E15FT LOT 3 & ALL LOTS 4-5 BLK 8, & E15FT LOT 3-A & ALL LOTS 4-A & 5-A BLK 8-A PB 46-76, LOT SIZE 7085 SQUARE FEET, OR 19308-2170 0800 1.
1320	SHEANDRA POLLACK	1320 SHARAZAD BLVD	08-2121-002-1310	PL NO 1 OPA LOCKA PB 25-44, LOTS 6 & 7 & W15FT LOT 8 BLK 8, & LOTS 6-A & 7-A & W15FT LOT 8-A, PB 46-76 BLK 8-A, LOT SIZE 7085 SQUARE FEET.
1330	JOSE RAMON QUINONES JR, SHERYL O CULLALAD	1330 SHARAZAD BLVD	08-2121-002-1320	21 52 41, PL NO 1 OPA LOCKA PB 25-44, E10FT LOT 8 & ALL LOTS 9 & 10 & W5FT LOT 11 BLK 8 & E10FT LOT 8-A, LOT SIZE 7090 SQ.FT.
1331	GW OPA LOCKA LLC	1331 SHARAZAD BLVD	08-2121-002-1270	PL NO 1 OPA LOCKA PB 25-44, LOT 19 & E6.5FT LOT 20, BLK 7, LOT SIZE 6723 SQUARE FEET, OR 18071-1925 0498 1.
1301	MONTAURO LLC.	1301 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6.5FT BLK 7, LOT SIZE 27982 SQUARE FEET.
1311	MONTAURO LLC.	1311 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6.5FT BLK 7, LOT SIZE 27982 SQUARE FEET.
1321	MONTAURO LLC.	1321 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6.5FT BLK 7, LOT SIZE 27982 SQUARE FEET.
1325	MONTAURO LLC.	1325 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6.5FT BLK 7, LOT SIZE 27982 SQUARE FEET.
1340	MANUEL GONZALEZ & W MARITZA	1340 SESAME ST	08-2121-002-1170	PL NO 1 OPA LOCKA PB 25-44, E20FT OF LOT 8 & W40FT OF LOT 9, BLK 7, LOT SIZE 7140 SQ FT, OR 16225-2502 0194 1.
1330	ALTRENEASHA ERVIN	1330 SESAME ST	08-2121-002-1160	PL NO 1 OPA LOCKA PB 25-44, E30FT OF LOT 7 & W30FT OF LOT 8, BLK 7, LOT SIZE 7140 SQ FT, OR 17814-3930 0997 3.
1326	JOSETTE BRUNOT	1326 SESAME ST	08-2121-002-1150	PL NO 1 OPA LOCKA PB 25-44, E40FT LOT 6 & W20FT LOT 7 BLK 7, LOT SIZE 7140 SQUARE FEET, OR 17544-1932 0297 1.
1320	1320 SESAME STREET LLC.	1320 SESAME ST	08-2121-002-1140	PL NO 1 OPA LOCKA PB 25-44, LOT 5 & W10FT OF LOT 6 BLK 7, LOT SIZE 7140 SQUARE FEET, OR 20038-1139 1101 1.
1316	1316 SESAME STREET LLC.	1316 SESAME ST	08-2121-002-1130	PL NO 1 OPA LOCKA PB 25-44, E10FT OF LOT 3 & ALL OF LOT 4, BLK 7, LOT SIZE 7140 SQUARE FEET.
1310	1310 SESAME STREET LLC.	1310 SESAME ST	08-2121-002-1120	PL NO 1 OPA LOCKA PB 25-44, E20FT OF LOT 2 & W40FT OF LOT 3, BLK 7, LOT SIZE 7140 SQUARE FEET.
1341	ROBERT MACK	1341 SESAME ST	08-2121-002-1060	PL NO 1 OPA LOCKA PB 25-44, LOTS 16 & 17 BLK 6, LOT SIZE 100,000 X 129, OR 19400-1205 1200 1.
1335	CAROL HENRY SHANARA ANTHONY GUISHARD DUANNE GUISHARD	1335 SESAME ST	08-2121-002-1070	PL NO 1 OPA LOCKA PB 25-44, LOT 18 BLK 6, LOT SIZE 50,000 X 129.
1325	1325 LLC.	1325 SESAME ST	08-2121-002-1080	PL NO 1 OPA LOCKA PB 25-44, LOT 19 BLK 6, LOT SIZE 50,000 X 129, 75R 3016.
1321	SHOOHIT WEBER & JANET W SMITH	1321 SESAME ST	08-2121-002-1090	PL NO 1 OPA LOCKA PB 25-44, LOTS 20 & 21 BLK 6, LOT SIZE 100,000 X 129, OR 12909-451 0586 4.
1305	MIKLE EDWARDS	1305 SESAME ST	08-2121-002-1100	PL NO 1 OPA LOCKA PB 25-44, LOTS 22 TO 24 INC BLK 6, LOT SIZE 143,130 X 129.
1261	TV JONES & W JACQUELINE	1261 SESAME ST	08-2121-002-2500	PLAT NO 1 OPA LOCKA PB 25-44, LOT 13 BLK 14, LOT SIZE 49,130 X 129.
1251	BERTHA BARRON & KENDRICK BRILFORD	1251 SESAME ST	08-2121-002-2510	21 52 41, PLAT NO 1 OPA LOCKA PB 25-44, LOT 14 BLK 14, LOT SIZE 50,000 X 129.
1245	REGINALD B DAVIS	1245 SESAME ST	08-2121-002-2520	21 52 41, PLAT NO 1 OPA LOCKA PB 25-44, LOT 15 BLK 14, LOT SIZE 50,000 X 129.
1235	DOMICIANO DE LA TORRE MACHADO	1235 SESAME ST	08-2121-002-2530	PLAT NO 1 OPA LOCKA PB 25-44, LOTS 16 & 17 BLK 14, LOT SIZE 100,000 X 129.
1231	RAMON J MORALES & IRIS G SANTIAGO	1231 SESAME ST	08-2121-002-2540	PLAT NO 1 OPA LOCKA PB 25-44, LOT 18 & E10FT LOT 19 BLK 14, LOT SIZE 60,000 X 129.
1328	JUAN C SANTOS	1328 DUNAD AVE	08-2121-002-0990	PL NO 1 OPA LOCKA PB 25-44, W20FT OF LOT 7 & E40FT OF LOT 6, BLK 6, OR 17878-3508 1197 3.
1320	MARIANO SOLER GARCIA & ANSELMA SEPULVEDA	1320 DUNAD AVE	08-2121-002-0970	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 4 & 5 & W10FT LOT 6 BLK 6, LOT SIZE 110,000 X 129.
1316	FRITZ RAYMOND ANTONINE CHARLES JAMES RAYMOND	1316 DUNAD AVE	08-2121-002-0960	PL NO 1 OPA LOCKA PB 25-44, LOT 3 BLK 6, LOT SIZE 50,000 X 129.
1306	CHRISTOPHER HINDS & W SHARON	1306 DUNAD AVE	08-2121-002-0950	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOT 2 BLK 6, LOT SIZE 50,000 X 129.
1300	ALMA MORALES	1300 DUNAD AVE	08-2121-002-0940	PL NO 1 OPA LOCKA PB 25-44, LOT 1 BLK 6, LOT SIZE 43,000 X 110, OR 18675-1283 0699 1.
1256	ANNIA CRUZ	1256 DUNAD AVE	08-2121-002-2490	PLAT NO 1 OPA LOCKA PB 25-44, E1/2 OF LOT 11 & LOT 12, BLK 14, LOT SIZE IRREGULAR, OR 22369-3525 0504 5.
1246	JOSEPH CARLOS	1246 DUNAD AVE	08-2121-002-2480	PL NO 1 OPA LOCKA PB 25-44, LOT 10 & W1/2 OF LOT 11, BLK 14, LOT SIZE 75,000 X 129.

PROJECT		NEW APARTMENT BUILDING		1300 SESAME STREET, OPA LOCKA, FL 33064	
COVER SHEET					
DRAWN BY		JR		DATE	
UPDATED ON		Apr. 2, 22		NOV - 2021	
JOB PROJECT #		2021-064		SHEET #	
JOHN A. BODZIAK		ARCHITECT AIA, PA		JOVAN RODRIGUEZ	
ASSOCIATE AIA		ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT		EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM	
743 49th STREET N, SAINT PETERSBURG, FLORIDA 33710		TEL: (727) 327-1966 FAX: (727) 826-0968			



JOHN A. BODZIAK ARCHITECT AIA, PA					
ASSOCIATE AIA					
ARCHITECTURE DESIGN CONSTRUCTION MANAGEMENT					
FLORIDA REGISTRATION NO. AR0905865					
EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM					
743 49TH STREET N. SAINT PETERSBURG, FLORIDA 33710					
TEL: (727) 327-1966 FAX: (727) 826-0968					
DRAWN BY JR					
UPDATED ON Nov. 28, 21					
DATE NOV - 2021					
JOB PROJECT * 2021-064					
SHEET #					
REF Page 26 of 26					



LEGAL DESCRIPTION

LOT 1 AND WEST 30 FEET OF LOT 2, BLOCK 7, OF
"PLAT NO. ONE OPA LOCKA", ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 25,
AT PAGE 44, OF THE PUBLIC RECORDS OF
MIAMI-DADE, FLORIDA.

GENERAL NOTES:

1. CITY AND FDEP STORMWATER REQUIREMENTS WILL BE MET.

SITE DATA TABLE:			
CATEGORY	ALLOWABLE	PROPOSED	
ZONING	D.M.U.O. - R-3	D.M.U.O. - R-3	
LAND USE DISTRICT	DOWNTOWN MIXED-USE OVERLAY DISTRICT	A-3 MODERATE DENSITY RESIDENTIAL	
	ALTERNATE SETBACK RULES		
	FRONT (NORTH): 25'-0"	FRONT (NORTH): 25'-0"	
	REAR (SOUTH): 25'-0"	REAR (SOUTH): 25'-0"	
	SIDE STREET (WEST): 20'-0"	SIDE STREET (WEST): 20'-0"	
SETBACKS	SIDE INTERIOR LOT (EAST): 15'-0"	SIDE INTERIOR LOT (EAST): 15'-0"	
SITE AREA	8,675.00 sq. ft.	8,675.00 sq. ft.	
DENSITY	8-12 UNITS / 750 SF / 2 BG UNITS	6 UNITS / 250 SF / 2 BG UNITS	
BUILDING FOOTPRINT/COVERAGE	2,664.00 sq. ft.	2,604.00 sq. ft.	
BUILDING HEIGHT/LOOKS	50'-0" / 4 STORIES	50'-0" / 4 STORIES	
IMPERVIOUS SURFACE RATIO (ISR)	6,940.00 sq. ft. max. 80% max.	0.75 6,526.00 sq. ft.	75.23%
PARKING SPACES (P.S.)	2.0 PER UNIT		12 PARKING SPACES (STANDARD P.S. 9'X18') 1 HDCP PARKING SPACE (STANDARD HDCP 17'X18') 13 P.S. TOTAL

DRAWING	JR
UPDATED ON:	Nov. 28, 21
DATE	NOV - 2021
JAS PROJECT #	2021-064
SHEET #	

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JOHN A. BODZIAK
ARCHITECT AIA, PA

JOVAN RODRIGUEZ
ASSOCIATE AIA

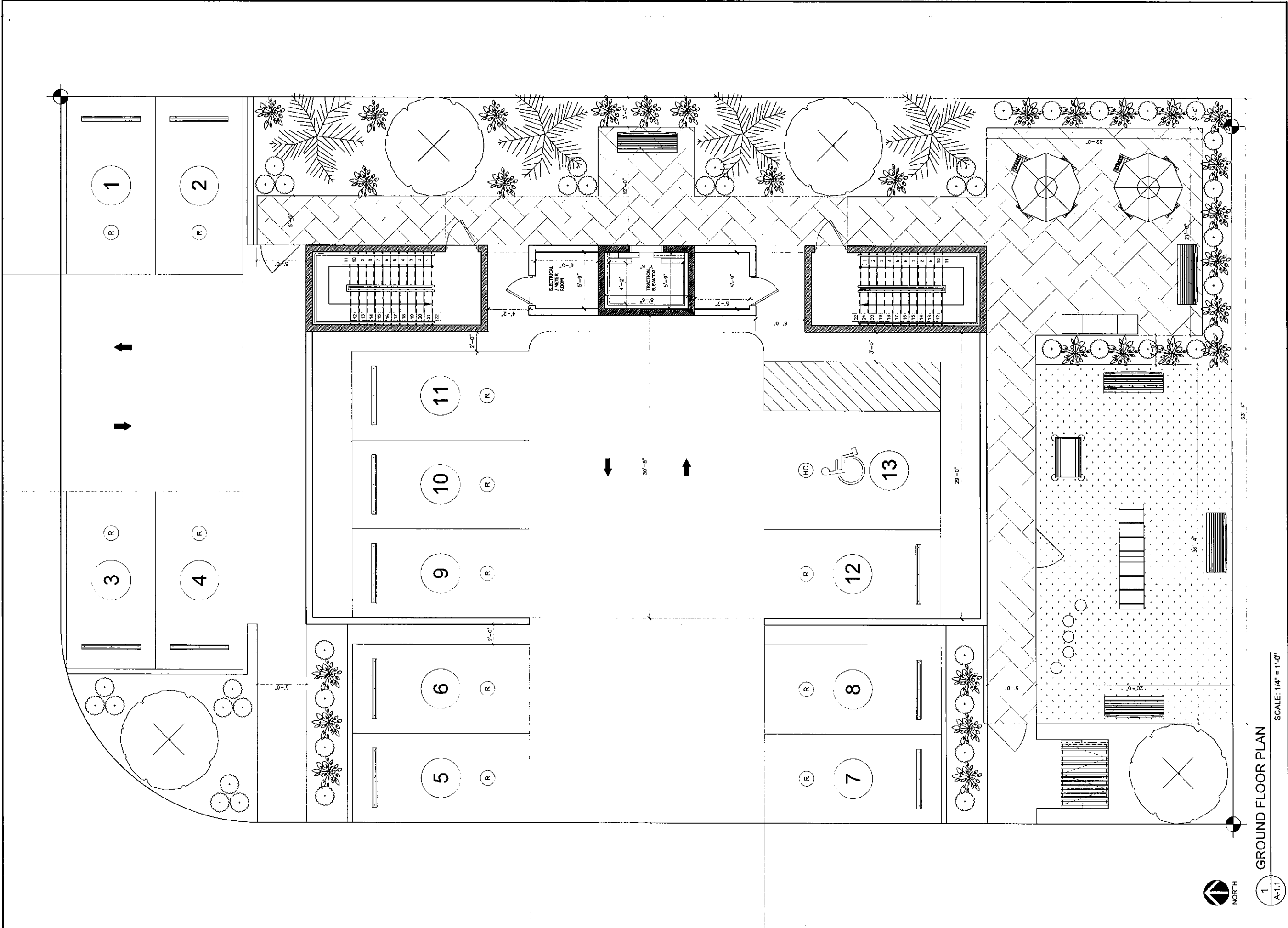
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005965
EMAIL: JACK@JABODZIAK.COM | JOVAN@JABODZIAK.COM
743 45th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 825-0968

PROJECT
NEW APARTMENT BUILDING
1300 SESAME STREET, OPA LOCKA, FL 33054
ARCHITECTURAL SITE PLAN

Revisions		Description
No.	Date	

[illegible][illegible]

PEOPLE'S INTERNATIONAL STATEMENT TO THE WEST OF THE ASSASSINATION OF DR. MARTIN LUTHER KING, JR. (1968)



1 GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"



DRAWN BY	JR
UPDATED ON	Nov. 28, 21
DATE	NOV - 2021
JOB PROJECT #	2021-064
SHEET #	

JOHN A. BODZIAK
ARCHITECT AIA, PA
JOVAN RODRIGUEZ
ASSOCIATE AIA
ARCHITECTURE, DESIGN AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005665
EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1966 FAX: (727) 826-0988

PROJECT
NEW APARTMENT BUILDING
1300 SESAME STREET, OPA LOCKA, FL 33054

GROUND FLOOR PLAN

NO.	DATE	DESCRIPTION

CLIENT

SEAL



SCALE: 1/4" = 1'-0"

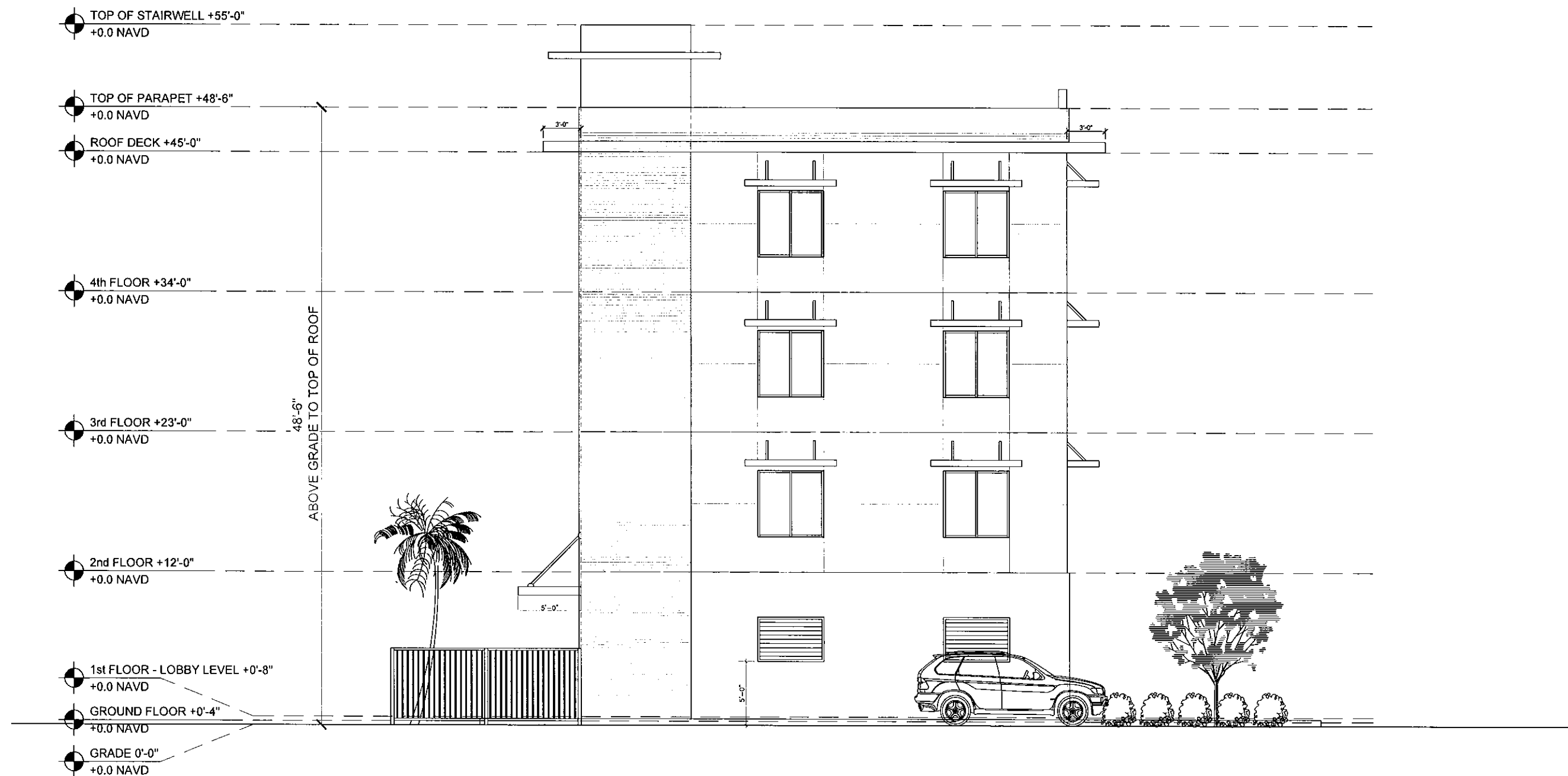
JOHN A. BODZIAK
ARCHITECT AIA, PA

JOVAN RODRIGUEZ
ASSOCIATE AIA

ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005065
EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM
743 40th STREET N., SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 3271-9636 FAX: (727) 926-0668

[illegible]

A-1.2 Page 267 of 343



1 NORTH ELEVATION (FRONT SIDE)
A-2.0 SCALE: 1/4" = 1'-0"

PROJECT	
NEW APARTMENT BUILDING	
1300 SESAME STREET, OPA LOCKA, FL 33054	
EXTERIOR ELEVATIONS	
SEAL	
JOHN A. BODZIAK ARCHITECT AIA, PA JOVAN RODRIGUEZ ASSOCIATE AIA ARCHITECTURE DESIGN AND CONSTRUCTION MANAGEMENT FLORIDA REGISTRATION NO. AR0005585 EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM 743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710 TEL: (727) 327-1966 FAX: (727) 826-0968	
DATE	NOV - 2021
JOB PROJECT #	2021-064
SHEET #	A-2.0

TOP OF STAIRWELL +55'-0"
+0.0 NAVD

TOP OF PARAPET +48'-6"
+0.0 NAVD

ROOF DECK +45'-0"
+0.0 NAVD

4th FLOOR +34'-0"
+0.0 NAVD

3rd FLOOR +23'-0"
+0.0 NAVD

2nd FLOOR +12'-0"
+0.0 NAVD

1st FLOOR - LOBBY LEVEL +0'-8"
+0.0 NAVD

GROUND FLOOR +0'-4"
+0.0 NAVD

GRADE 0'-0"
+0.0 NAVD

1 WEST ELEVATION (STREET SIDE)
A-2.0 SCALE: 1/4" = 1'-0"

PROFESSIONAL STATEMENT: I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ARCHITECT IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT I AM THE ARCHITECT OF RECORD FOR THE PROJECT DESCRIBED HEREON, AND THAT I HAVE PREPARED THIS SET OF ARCHITECTURAL DRAWINGS IN ACCORDANCE WITH THE FLORIDA BOARD OF ARCHITECTURE'S STANDARDS AND ETHICS. I HAVE REVIEWED THE PROJECT'S CONSTRUCTION DOCUMENTS AND AM NOT PROVIDING ANY OTHER SERVICES TO THE PROJECT. I HAVE REVIEWED THE PROJECT'S CONSTRUCTION DOCUMENTS AND AM NOT PROVIDING ANY OTHER SERVICES TO THE PROJECT. I HAVE REVIEWED THE PROJECT'S CONSTRUCTION DOCUMENTS AND AM NOT PROVIDING ANY OTHER SERVICES TO THE PROJECT.

REVISIONS	
NO.	DATE

PROJECT

NEW APARTMENT BUILDING

1300 SESAME STREET, OPA LOCKA, FL 33054

EXTERIOR ELEVATIONS

JOHN A. BODZIAK

ARCHITECT AIA, P.A.

JOVAN RODRIGUEZ

ASSOCIATE AIA

ARCHITECTURE DESIGN & CONSTRUCTION MANAGEMENT

FLORIDA REGISTRATION NO. AR0008965

EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM

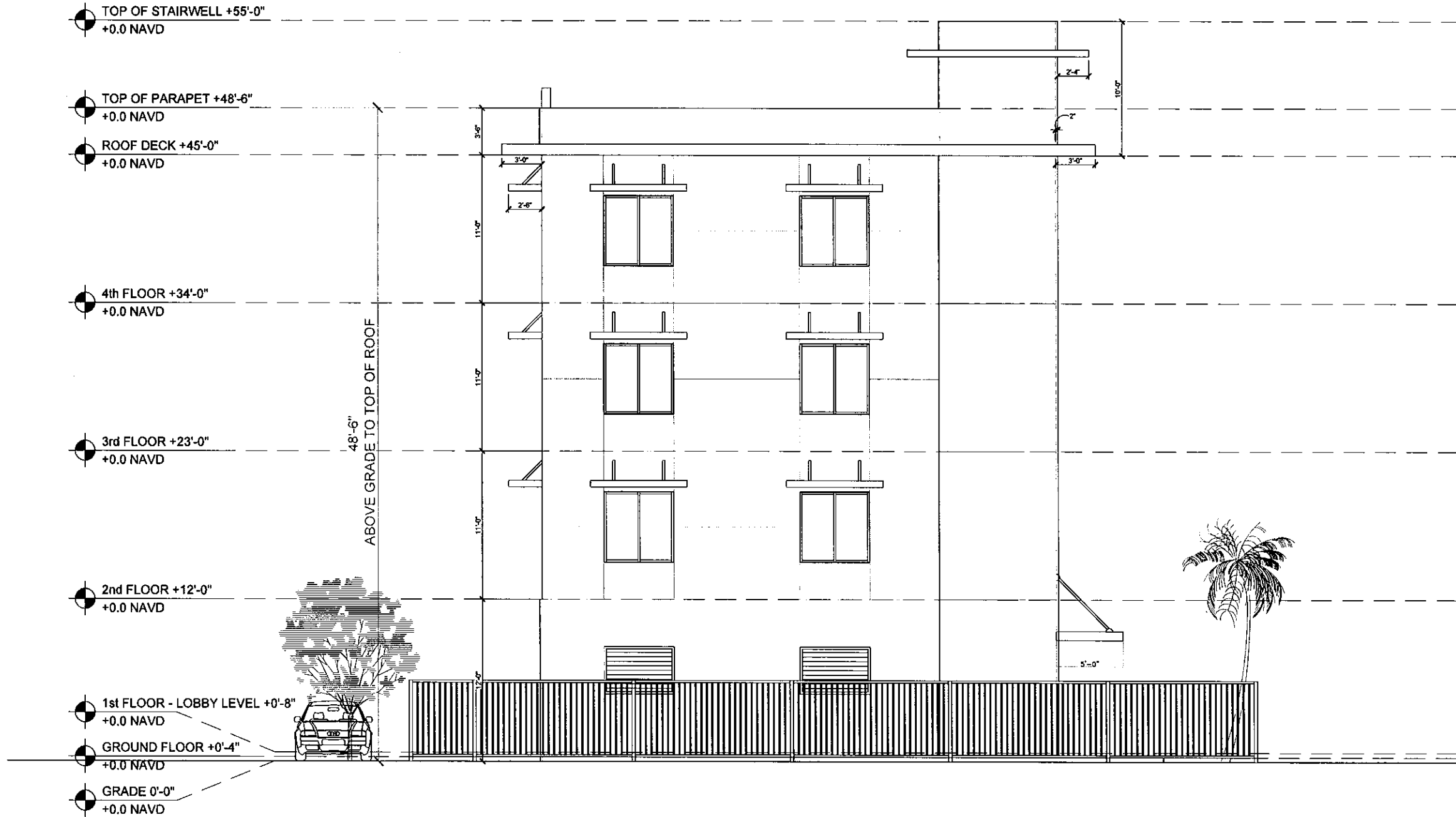
743 49th STREET N. SAINT PETERSBURG, FLORIDA 33710

TEL: (727) 337-1986 FAX: (727) 826-0968

DATE	BY
NOV - 2021	JR
NOV - 2021	JR
2021-064	JR

A-2.1

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1 SOUTH ELEVATION (REAR SIDE)
A-2.0 SCALE: 1/4" = 1'-0"

REVISIONS	
NO.	DATE

PROJECT	
NEW APARTMENT BUILDING	
1300 SESAME STREET, OPA LOCKA, FL 33054	
EXTERIOR ELEVATIONS	

ARCHITECT	
JOHN A. BODZIAK	
ARCHITECT AIA, PA	
JOVAN RODRIGUEZ	
ASSOCIATE AIA	
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT	
FLORIDA REGISTRATION NO. AR0006065	
EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM	
743 48th STREET N. SAINT PETERSBURG, FLORIDA 33710	
TEL: (727) 327-1966 FAX: (727) 826-0868	

DRAWN BY	
JR	
UPDATED ON	
Nov. 28, 21	
DATE	
NOV - 2021	
JOB PROJECT #	
2021-064	
SHEET #	
A-2.2	

TOP OF STAIRWELL +55'-0"
+0.0 NAVD

TOP OF PARAPET +48'-6"
+0.0 NAVD

ROOF DECK +45'-0"
+0.0 NAVD

4th FLOOR +34'-0"
+0.0 NAVD

3rd FLOOR +23'-0"
+0.0 NAVD

2nd FLOOR +12'-0"
+0.0 NAVD

1st FLOOR - LOBBY LEVEL +0'-8"
+0.0 NAVD

GROUND FLOOR +0'-4"
+0.0 NAVD

GRADE 0'-0"
+0.0 NAVD

48'-6"
ABOVE GRADE TO TOP OF ROOF

1
A-2.0

EAST ELEVATION (INTERIOR LOT SIDE)

SCALE: 1/4" = 1'-0"

PROJECT
NEW APARTMENT BUILDING
1300 SESAME STREET, OPA LOCKA, FL 33054

EXTERIOR ELEVATIONS

JOHN A. BODZIAK
ARCHITECT AIA, PA
JOVAN RODRIGUEZ
ASSOCIATE AIA
ARCHITECTURE DESIGN & CONSTRUCTION MANAGEMENT
FLORIDA REGISTRATION NO. AR0005665
EMAIL: JACK@JABODZIAK.COM / JOVAN@JABODZIAK.COM
743 48th STREET N, SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 327-1666 FAX: (727) 826-0968

DRAWN BY JR
UPDATED ON Nov. 28, 21
DATE NOV - 2021
JOB PROJECT # 2021-064
SHEET #

A-2.3

PROPOSED PROJECT FOR:
new apartment building
1300 SESAME STREET, OPA LOCKA, FLORIDA, 33064



RENDERING

INDEX OF DRAWINGS	
SHEET #	DESCRIPTION
1	COVER SHEET
2	RENDERING
3	A-1.0 ARCHITECTURAL SITE PLAN
4	A-1.1 GROUND FLOOR PLAN
5	A-1.2 2ND FLOOR PLAN
6	A-1.3 3RD FLOOR PLAN
7	A-1.4 4TH FLOOR PLAN
8	A-1.5 ROOF PLAN
9	A-2.0 ELEVATION
10	A-2.1 ELEVATION
11	A-2.2 ELEVATION
12	A-2.3 ELEVATION

JOHN A. BODZIAK
AIA, ARCHITECT, PA
JOVAN RODRIGUEZ
AIA, ASSOCIATE

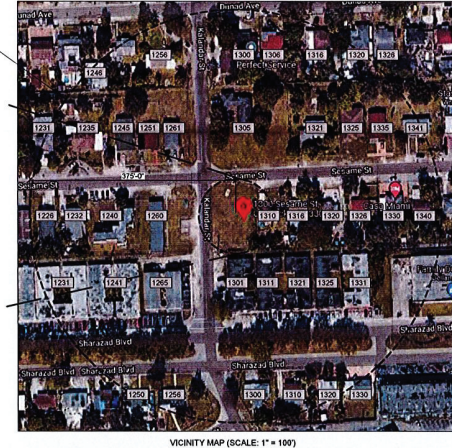
ARCHITECTURE, DESIGN, AND CONSTRUCTION
MANAGEMENT
FLORIDA REGISTRATION NO. AR0005066
744 49th STREET NORTH
SAINT PETERSBURG, FLORIDA 33710
TEL: (727) 927-1966 FAX: (727) 926-0968
EMAIL: JACK@JABODCOM.COM

SCOPE OF WORK

CONSTRUCTION OF A NEW 6 UNIT APARTMENT
BUILDING CONSISTING OF THREE LIVING
FLOORS OVER GROUND LEVEL PARKING.

LEGAL DESCRIPTION

LOT 1 AND WEST 30 FEET OF LOT 2, BLOCK 7,
OF "PLAT NO. ONE OPA LOCKA", ACCORDING
TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 25, AT PAGE 44, OF THE PUBLIC
RECORDS OF MIAMI-DADE, FLORIDA.



NEIGHBORHOOD LISTING - PROPERTIES WITHIN 375' RADIUS OF PROJECT SITE				
PARCEL #	OWNER'S NAME	ADDRESS	FOLIO #	LEGAL DESCRIPTION
1280	ROONEY J MAGWOOD	1280 Sesame St	08-2121-002-2340	PL NO 1 OPA LOCKA PB 23-44, LOTS 11 & 12 BLK 13, LOT SIZE 11785 SQUARE FEET, OR 19488-1416 0200 1.
1240	JOHN E SHMORA BUSTA	1240 Sesame St	08-2121-002-2330	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 9 & 10 BLK 13, LOT SIZE 11905 SQUARE FEET, OR 21025-2618 0134 4.
1232	WHALLY F PREISE	1232 SESAME ST	08-2121-002-2321	PL NO 1 OPA LOCKA PB 25-44, LOT 8 BLK 13, LOT SIZE 9590 SQUARE FEET, OR 11160-0989 0781 1.
1228	MAG FLOIDA PROPERTIES INC	1228 SESAME ST	08-2121-002-2320	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOT 7 BLK 13, LOT SIZE 9990 SQUARE FEET, OR 16770-0572 0495 1 COC 22173-4707 03 2004 1.
1231	SUGROUP LLC.	1231 SHARAZAD BLVD	08-2121-002-2380	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 17 & 18 BLK 13, LOT SIZE 11900 SQUARE FEET, OR 19204-3457 0200 0 (2).
1241	SUGROUP LLC.	1241 SHARAZAD BLVD	08-2121-002-2370	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 15 & 16 BLK 13, LOT SIZE 11900 SQUARE FEET, OR 19204-3457 0200 0 (2).
1265	FUN N GAMES LLC	1265 SHARAZAD BLVD	08-2121-002-2350	PL NO 1 OPA LOCKA PB 25-44, LOTS 13 & 14 BLK 13, LOT SIZE 11858 SQUARE FEET, OR 10680-1781 0280 1.
1250	GILGA M VENERER	1250 SHARAZAD BLVD	08-2121-002-2190	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOT 18 & PT LOTS 17 & 19 BLK 12 & 8, PT PB 46-76 DB 3605-493, LOT SIZE 60000 X 109, OR 10336-234 0379 4 COC 22330-0925 02 2004 6.
1256	JUAN E URENA	1256 SHARAZAD BLVD	08-2121-002-2200	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 20 & 21, PT LOT 19 BLK 12 & 8, PT PB 46-76 DB 3509-145, LOT SIZE 9,101 SQ FT M/L, OR 15010-3312 0491 1 COC 22673-3219 09 2004 1.
1300	AUSTINO ALEXIS RAMOS GUTIERREZ, YANET Y CURRELO	1300 SHARAZAD BLVD	08-2121-002-1290	OPA LOCKA PLAT NO 1 PB 25-44, LOTS 1 & 2 & W/2 OF LOT 3 BLK 6, & LOTS 1-A & 2-A & W/2 OF LOT 3-A, PER PB 46-76 BLK 6-A, LOT SIZE 8350 SQUARE FEET.
1310	NELSON F MUNGUA	1310 SHARAZAD BLVD	08-2121-002-1300	OPA LOCKA PLAT NO 1 PB 25-44, E/2 OF LOT 3 & ALL LOTS 4-5 BLK 6, & E/2 OF LOT 3-A & ALL LOTS 4-A & 5, PER PB 46-76 BLK 6-A, LOT SIZE 7085 SQUARE FEET, OR 19308-2170 0800 1.
1320	SHEARDNA POLLACK	1320 SHARAZAD BLVD	08-2124-002-1110	PL NO 1 OPA LOCKA PB 25-44, LOTS 6 & 7 & W/2 OF LOT 8 BLK 6, & LOTS 6-A & 7-A & W/2 OF LOT 8-A, PER PB 46-76 BLK 6-A, LOT SIZE 7085 SQUARE FEET.
1330	JOSE RAMON QUINONES JR, SHERYL O CULLALAD	1330 SHARAZAD BLVD	08-2124-002-1120	21 52 41, PL NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 8 & ALL LOTS 9 & 10 & W/2 OF LOT 11 BLK 6 & E/2 OF LOT 8-A, LOT SIZE 7090 SQ FT.
1331	OW OPA LOCKA LLC	1331 SHARAZAD BLVD	08-2121-002-1270	PL NO 1 OPA LOCKA PB 25-44, LOT 19 BLK 6, E/2 OF LOT 20, BLK 7, LOT SIZE 6723 SQUARE FEET, OR 18071-1925 0488 1.
1301	MONTAURO LLC.	1301 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6 SFT BLK 7, LOT SIZE 27982 SQUARE FEET.
1311	MONTAURO LLC.	1311 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6 SFT BLK 7, LOT SIZE 27982 SQUARE FEET.
1321	MONTAURO LLC.	1321 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6 SFT BLK 7, LOT SIZE 27982 SQUARE FEET.
1325	MONTAURO LLC.	1325 SHARAZAD BLVD	08-2121-002-1280	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 21-22-23-24 & LOT 20 LESS E, 6 SFT BLK 7, LOT SIZE 27982 SQUARE FEET.
1340	MANUEL GONZALEZ B/W MARITZA	1340 SESAME ST	08-2121-002-1170	PL NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 8 & W/2 OF LOT 9, BLK 7, LOT SIZE 7140 SQ FT, OR 16025-2502 0194 1.
1330	ALTRENEADIA EVAN	1330 SESAME ST	08-2121-002-1160	PL NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 7 & W/2 OF LOT 8, BLK 7, LOT SIZE 7140 SQ FT, OR 17814-3510 0297 3.
1320	JOSSETTE BRUNOT	1320 SESAME ST	08-2121-002-1150	PL NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 6 & W/2 OF LOT 7, BLK 7, LOT SIZE 7140 SQUARE FEET, OR 17544-1922 0297 1.
1320	2120 SESAME STREET LLC.	1320 SESAME ST	08-2121-002-1140	PL NO 1 OPA LOCKA PB 25-44, LOT 5 & W/2 OF LOT 6 BLK 7, LOT SIZE 7140 SQUARE FEET, OR 20018-1139 1101 1.
1316	1316 SESAME STREET LLC.	1316 SESAME ST	08-2121-002-1130	PL NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 3 & ALL OF LOT 4, BLK 7, LOT SIZE 7140 SQUARE FEET.
1310	1310 SESAME STREET LLC.	1310 SESAME ST	08-2121-002-1120	PL NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 3, BLK 7, LOT SIZE 7140 SQUARE FEET.
1341	ROBERT MACAK	1341 SESAME ST	08-2121-002-1060	PL NO 1 OPA LOCKA PB 25-44, LOTS 16 & 17 BLK 6, LOT SIZE 100,000 X 129, OR 19400-1205 1200 1.
1335	CAROL HENRY SHANARA ANTHONY GUISHARD DUANNE GUISHARD	1335 SESAME ST	08-2121-002-1070	PL NO 1 OPA LOCKA PB 25-44, LOT 18 BLK 6, LOT SIZE 50,000 X 129.
1325	1325 LLC.	1325 SESAME ST	08-2121-002-1080	PL NO 1 OPA LOCKA PB 25-44, LOT 19 BLK 6, LOT SIZE 50,000 X 129, 758 3016.
1321	SPODITZ WEBER & JANET W SMITH	1321 SESAME ST	08-2121-002-1090	PL NO 1 OPA LOCKA PB 25-44, LOTS 20 & 21 BLK 6, LOT SIZE 100,000 X 129, OR 12969-451 0586 4.
1305	MARLE EDWARDS	1305 SESAME ST	08-2121-002-1100	PL NO 1 OPA LOCKA PB 25-44, LOTS 22 TO 24 INC BLK 6, LOT SIZE 143,130 X 129.
1261	TV JONES B/W JACQUELINE	1261 SESAME ST	08-2121-002-2500	PLAT NO 1 OPA LOCKA PB 25-44, LOT 13 BLK 14, LOT SIZE 49,130 X 129.
1265	BERTHA BARRON & KENDRICK BRALFORD	1265 SESAME ST	08-2121-002-2510	21 52 41, PLAT NO 1 OPA LOCKA PB 25-44, LOT 14 BLK 14, LOT SIZE 50,000 X 129.
1245	REGINALD B DAMS	1245 SESAME ST	08-2121-002-2520	21 52 41, PLAT NO 1 OPA LOCKA PB 25-44, LOT 15 BLK 14, LOT SIZE 50,000 X 129.
1235	DOMICIANO DE LA TORRE MACHADO	1235 SESAME ST	08-2121-002-2530	PLAT NO 1 OPA LOCKA PB 25-44, LOTS 16 & 17 BLK 14, LOT SIZE 100,000 X 129.
1231	RAMON J MORALES & IRIS G SANTIAGO	1231 SESAME ST	08-2121-002-2540	PLAT NO 1 OPA LOCKA PB 25-44, LOT 18 & E/2 OF LOT 19 BLK 14, LOT SIZE 60,000 X 129.
1232	JUAN C SANTOS	1232 DUNAD AVE	08-2121-002-0990	PL NO 1 OPA LOCKA PB 25-44, W/2 OF LOT 7 & E/2 OF LOT 6, BLK 6, OR 17878-3508 1197 3.
1329	MARIANO ISER GARCIA & ANSELMA SEPULVEDA	1329 DUNAD AVE	08-2121-002-0970	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOTS 4 & 5 & W/2 OF LOT 6 & BLK 6, LOT SIZE 110,000 X 129.
1316	FRITZ RAYMOND ANTONINE CHARLES JAMES RAYMOND	1316 DUNAD AVE	08-2121-002-0960	PL NO 1 OPA LOCKA PB 25-44, LOT 1 BLK 6, LOT SIZE 50,000 X 129.
1306	CHRISTOPHER KINOS & SHARON	1306 DUNAD AVE	08-2121-002-0950	21 52 41, PL NO 1 OPA LOCKA PB 25-44, LOT 2 BLK 6, LOT SIZE 50,000 X 129.
1300	ALMA MUNALES	1300 DUNAD AVE	08-2121-002-0940	PL NO 1 OPA LOCKA PB 25-44, LOT 1 BLK 6, LOT SIZE 43,000 X 130, OR 18675-1283 0699 1.
1256	ANNIK CRUZ	1256 DUNAD AVE	08-2121-002-2490	PLAT NO 1 OPA LOCKA PB 25-44, E/2 OF LOT 11 & LOT 12, BLK 14, LOT SIZE 75,000 X 129.
1246	JOSEPH CARLOS	1246 DUNAD AVE	08-2121-002-2480	PL NO 1 OPA LOCKA PB 25-44, LOT 10 & W/2 OF LOT 11, BLK 14, LOT SIZE 75,000 X 129.

PROJECT	
NEW APARTMENT BUILDING	
1300 SESAME STREET, OPA LOCKA, FL 33054	
COVER SHEET	
PROJECT	
JOHN A. BODZIAK	
ARCHITECT AIA, PA	
JOVAN RODRIGUEZ	
ASSOCIATE AIA	
ARCHITECTURE, DESIGN, AND CONSTRUCTION MANAGEMENT	
FLORIDA REGISTRATION NO. AR0005066	
744 49th STREET N, SAINT PETERSBURG, FLORIDA 33710	
TEL: (727) 927-1966 FAX: (727) 926-0968	
DATE	Apr. 2, 22
DATE	NOV - 2021
DATE	2021-064
CO	

PLANNING & ZONING BOARD

OCTOBER
11TH

2022



Multifamily Four-Story Apartment Building: Site Plan Review APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-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:

PL NO 1 OPA LOCKA PB 25-44 LOT 1 & W30FT OF LOT 2 BLK 7 LOT SIZE 8714 SQ FT OR 17685-3110 0697 3
COC 24068-2460 12 2005 4

- The proposed project consists of the construction of a four story multi-family building on this vacant 8,714 square foot or 0.20 Acre site which is owned by Scarbough Investment Enterprises, LLC according to Miami Dade Property appraiser's website.



← EAST SESAME STREET WEST →



KALANDAR STREET

II. Project Details

- Applicant's intent**

The Applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC intends to construct a four-story multifamily building that will provide six two bedroom units and provide thirteen parking spaces on the first floor. The applicant also intends to provide a dog park and landscaping in accordance with the City Land Development Regulations. In accordance with the requirements of the City of Opa-locka Land Development Regulations the applicant has submitted three development requests:

1. Variance Request for Minimum Lot Requirement; the minimum lot area for the Moderate Density Residential District (R-3) is 9,600 square feet;
2. Site Plan Review;
3. Development Agreement Review. The applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Eric Scarborough c/o Scarborough Investment Enterprises, LLC		
Folio Number (s)	Opa-locka: 08-2121-002-1110;		
Address Location	1300 Sesame Street		
Building (s) Footprint	Building Footprint/Building Coverage	2,664 SF	
	Roofed Area	8,675 SF	
	Greenspace/Landscape Area – 1,500 SF		
Floor Area Ratio	<1.0 FAR .N/A		
Zoning	R-3 – Moderate Density Residential		
Zoning Code Consistency	The construction of a multifamily apartment building is consistent with the R-3 Zoning Code		
Existing Land Use	Downtown Mixed Use		
Future Land Use Designation	Downtown Mixed Use		
Comprehensive Plan Consistency	- The construction of a multifamily apartment building is consistent with the Comprehensive Plan with the requested property having a zoning designation of R-3.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-79; Article IV Sec. 22-85, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	25".	YES
Rear	25 Feet	25" Feet	Yes
Side Interior	15 Feet	15" Feet	YES
Side Street	20 Feet	20"	Yes
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage (Max Impervious Area)	80%	6,526 (75%)	Yes

Lot Density	9-12 Units 750 SF / 2BR Units	6 Units / 950 SF / 2 BR Units	YES
Lot Size	9,600 SF	8,714 SF 3.82 Acres	No-Variance Request
Lot Width	N/A	N/A	N/A
Building Height	4 Stories or 50 Feet whichever less	Apartment Building: 4 Stories/ 50 Feet	YES
Structure Length	N/A	N/A	N/A
Landscaping	Total Landscaping Area	1,500	Yes
Parking Details	Residential -Five or More Units on a single lot for Two Bedrooms: 1.5 parking spaces per Unit	2.0 parking spaces per unit / 13 parking spaces. 12 Regular parking spaces / 1 HC parking space	YES
Landscape/ Pervious Lot Coverage	10% minimum required pervious	25% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, September 28th, 2022. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, October 11th, 2022. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this Site Plan request and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

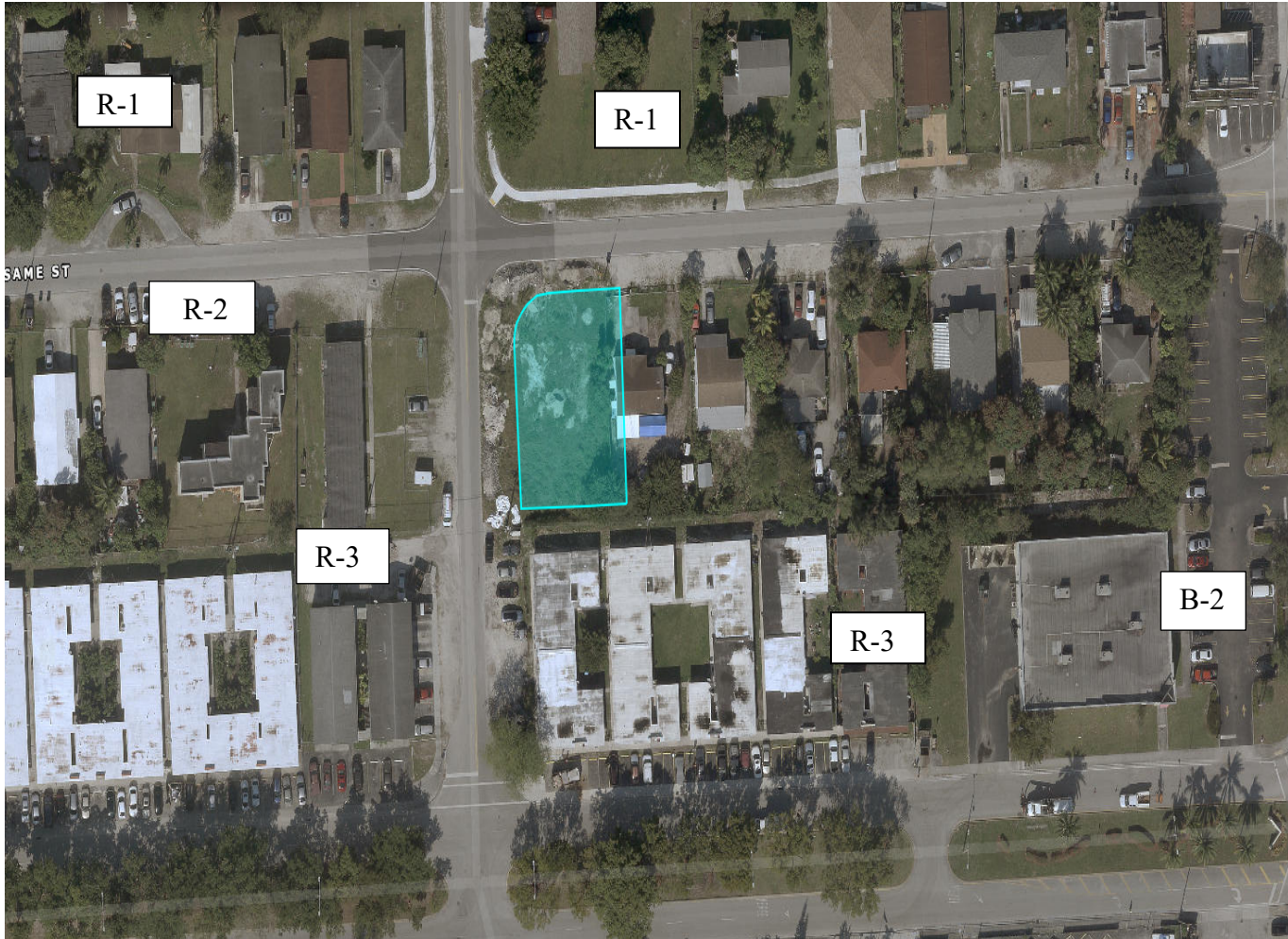
• Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by residential properties to the west, east, north and south with ingress and egress to the site on Kalandar Street and on Sesame Street.
- No Sidewalk alongside the north edge of the Property on Sesame Street or on the west edge of the property on Kalandar Street.
- Across the street, (West of this site) is a multi-family four unit residential development.
- Property is currently vacant and undeveloped.

Surrounding Zoning Designation Map

The Site is highlighted in image



Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Residential	Residential	R-1
South	Residential	Downtown Mixed Use	R-3
East	Residential	Residential	R-3
West	Residential	Downtown Mixed Use	R-3

- 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 'Multi-Family apartment development' is in harmony with the general characteristic of the surrounding neighborhood: Residential 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 1,500 square feet. *(Please see attached Landscape Plan for Trees detailed information).*

- **Fence:** All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.

- **Findings:**
 - The Applicant is may install a fence or a wall in accordance with the LDR.

- **Future Land Use:** Downtown Mixed Use

- **Findings:**
 - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Downtown Mixed Use land use designation category.

COMPLIES

- **R-3 (Moderate Density Residential) Permitted Uses:** Project Specific: *Multi-Family Residential Development*

- **Findings:**
 - According to the City's Land Development Regulation/ Zoning Code R-3 (Moderate Density Residential District) allows for Multi-Family Residential Development. This request is for Site Plan Approval.

COMPLIES

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding property owners for signatures, comments or possible opposition.

- **Findings:** The Planning and community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. **Project Need Assessment / other Required Approvals**

1. Variance Request 2. Site Plan Review 3. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, October 11th, 2022

IV. **Development Review Committee (DRC): Meeting Review Comments**

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A

3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**
 - Development Agreement under review
8. **Public works:**
 - N/A
9. **Inter-jurisdictional Review:**
 - N/A

V. Staff Recommendation:

- Staff recommend approval of this Site Plan pending the review and the following other approvals:
 - Must comply with any conditions imposed by the City Planning & Zoning Board
 - Any other applicable agencies or entities as required by Miami Dade County Code.
 - Address all conditions imposed by the City Commission as appropriate
 -

VI. Attachments:

- Site Plan

Planning and Community Development Department

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

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2022-10-11-02,

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.;

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

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 10-11-2022
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / __
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Concrete Batching Plant and Finished Concrete Production Company Facility.

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, October 11, 2022

7:00 P.M.

CALL TO ORDER

Chair Elio Guerrero called the special Planning and Zoning Board meeting to order at 7:05 p.m. on October 11, 2022.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

ROLL CALL

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Germane Barnes, Board Member Aldo Mata, and Board Member Dawn Mangham.

Absent Board Members: Board Member Dorothy Johnson and Board Member Claudienne Hibbert-Smith.

Also in attendance were Planning and Zoning Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Kinshannta Hall, and Attorney Pam Booker.

INVOCATION AND PLEDGE

All present stood for the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES: Discussion of Minutes from September 13, 2022 Meeting

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve the previous meeting's minutes. In a roll call vote, the **motion** passed unanimously (4-0).

PUBLIC HEARING

Chair Guerrero stated that he would recuse himself from voting upon the first three Items on tonight's Agenda due to a possible conflict of interest.

1. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING MINIMUM LOT VARIANCE APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Planning and Zoning Director Gregory Gay advised that Items 1, 2, and 3 are companion Items, addressing the variance, Site Plan, and development agreement of the same project.

Eric Scarborough, Operating Manager for Scarborough Enterprises, stated that a variance is requested because the site does not meet the square footage requirements necessary to zone the subject property R-3. The project will include 900 sq. ft. two-bedroom family units, which he felt would benefit the City.

It was noted that the Board Members received copies of the property's plans in their backup materials.

Chair Guerrero requested clarification of the project's variance from R-3 square footage requirements. Mr. Scarborough explained that the project is below the required square footage for R-3 zoning. This zoning category requires a minimum of 9600 sq. ft., and the project is 8714 sq. ft. The lot upon which it will be built is already zoned R-3. The project is four stories in height, including three stories of living units. The entire first floor of the project will be used for parking.

Mr. Scarborough continued that the subject site is a corner lot, with frontage onto two sides. This provides additional capacity for parking. He felt the project would beautify the surrounding neighborhood and provide an incentive for neighboring properties to do the same.

Zoning Official Gerald Lee stated that the request is for a variance to minimum lot size. The subject property is not the size required by Code for multi-family development; however, it is zoned R-3 for this type of development, which means a variance is required in order to construct a property smaller than 9600 sq. ft. The subject area includes multi-family properties adjacent to single-family residential development.

The conflict between the required size of an R-3 property and the proposed project is not self-created. The property owner has made an effort to obtain additional properties, which would have accommodated the zoning requirement for the lot size. He has not reduced the requirements for the size of units, which could have resulted in providing a

substandard product. Instead, he has created two-bedroom units that are larger than the minimum required size.

With these facts in mind, and with the need for a variance not having been self-created, the property owner is requesting a variance to allow the development of the property. Staff has reviewed the Applicant's presentation and recommends approval of the request.

Board Member Barnes requested clarification of the minimum area requirements for rooms in the subject zoning district. Zoning Official Lee replied that the minimum size is 750 sq. ft. for a two-bedroom unit.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item 1. In a roll call vote, the **motion** passed 3-0. (Chair Guerrero abstained.)

2. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Director Gay advised that this is the second Item addressing the project at 1300 Sesame Street. This Item addresses the design of the proposed structure, which is a six-unit building with internal and external parking, as well as on-site landscaping. The project is located within the R-3 zoning district, which is appropriate for the subject location.

Mr. Scarborough added that the site will include adequate parking, and noted again that this is possible because of its location on a corner lot. While there had been consideration of building in the architectural style found throughout Opa-locka, it was ultimately determined that potential residents may be attracted to a more modern look. The site is located in an area with access to trains and public transportation. He was confident that the units will fill up quickly.

Mr. Scarborough continued that the development will include palms, live oaks, Colusa, and magnolia trees, which are intended to beautify the area.

Zoning Official Lee noted that the Board members' information packets did not include the detailed information Mr. Scarborough had provided with regard to landscaping, although the drawings include a landscaping plan. The plans will include 27 Colusa, 45 golden-tipped winter creepers, two live oaks, two Southern magnolias, and four foxtail palms. He emphasized the importance of including shade trees as part of this plan.

Zoning Official Lee continued that all Site Plan requirements have been met, including setbacks and height, with the exception of the minimum lot size for which a variance was requested. Staff recommends approval of the Item.

Board Member Barnes requested clarification of the minimum parking requirements for two-bedroom units in R-3 zoning. Zoning Official Lee replied that 1.5 parking spaces are required per unit. The Applicant plans to provide 13 spaces for six units.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item #2. In a roll call vote, the **motion** passed 3-0. (Chair Guerrero abstained.)

3. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Board Member Barnes asked if any of the development's units are set aside as affordable units. Director Gay replied that all the units are intended to be affordable.

Board Member Barnes requested further clarification of the rental cost of the units. Mr. Scarborough stated that they will be in the range of \$2000 to \$2500 per month, which he believed to be consistent with or below other rental rates for two-bedroom units in Opa-locka.

Board Member Barnes asked if the developer was aware of the average income levels of Opa-locka residents. Mr. Scarborough stated that he was, and added that research had found many renters of older apartments and single-family homes in the City are paying roughly \$2000 per month. While many of those existing units are Section 8 housing, the developer hopes to move away from this trend, as he did not feel it was consistent with what he and the City are both trying to achieve.

Board Member Barnes asked if the Board may see the research analysis to which Mr. Scarborough had referred. Mr. Scarborough replied that he did not have this material on hand.

Zoning Official Lee stated that the most important aspect of the proposed development agreement will be the standards proposed in the project's Site Plan. It is also important that the agreement support employment within the City of Opa-locka to the residents who will live in the proposed building. This is a standard aspect of the development agreement. Staff recommends approval of the request.

Board Member Barnes asked if a development agreement can include a requirement for a certain number of affordable units. Attorney Pam Booker advised that if the City enters into a partnership agreement with a developer, conditions of affordability can be added to the agreement. They may also be attached as a result of any enhancements provided to the developer by the City and negotiated as part of the agreement. When the property is owned outright and meets City Code, however, the City is prohibited from mandating the inclusion of affordable units.

Attorney Booker further clarified that recent state law requires that, should the City mandate the inclusion of affordable units, they must compensate the developer for the difference, as it is considered to be a taking. Discussions regarding affordable housing are ongoing at the state level, with municipalities seeking to address affordability through partnership with developers on City-owned parcels of land or enhancements to proposed projects.

Director Gay advised that the subject property of Items 1, 2, and 3 is not located within the City's Community Redevelopment Agency (CRA) district. Within the CRA, there may be opportunities to bring down rental costs and make some units more affordable; however, this does not apply to the property before the Board at this time.

Board Member Barnes commented that the average income of Opa-locka residents is below \$30,000 per year. For an average resident, rent of one of the units in the proposed development at the lower end of the spectrum, \$2000 per month, would cost \$24,000 per year, or 75% of this average income. He asked if the project's goal is to attract new residents to the area or to provide quality housing for current residents. Director Gay replied that the market will determine the opportunity.

Board Member Barnes pointed out that incomes have not changed sufficiently in the City to precipitate a rent increase. He noted that in particular, the taxes applied to developers have not increased development costs. Director Gay stated that he understood Mr. Scarborough to have said his research reflected these rental costs.

At this time Chair Guerrero opened the Item to public comment, which he closed upon receiving no input.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item #3. In a roll call vote, the **motion** passed 2-1 (Board Member Barnes dissenting). (Chair Guerrero abstained.)

4. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2121-

004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Harry Joseph, representing the Applicant, stated that an apartment complex is proposed for the subject site. It will include approximately 1600 sq. ft. of commercial development.

Director Gay advised that the request is for Site Plan review of the six-story, 45-unit project, which will include 40 two-bedroom units and five three-bedroom units. The Applicant will provide roughly 50 parking spaces, which includes parking for both the residential units and 1650 sq. ft. of retail space on the first floor.

The subject property is located in an R-3 zoning district, which is residential; however, the City has adopted a Historic Downtown Ordinance which includes this site. The Ordinance provides new opportunities and standards, including options for setbacks, parking, and ingress/egress. Because the site has a non-standard shape, it provides a 15 ft. front setback, a 10 ft. side setback, and a rear setback greater than 30 ft.

Director Gay continued that the City did not receive a traffic impact study or statement from the Applicant, which he felt was important to a proposed 45-unit development. The City also did not receive a standardized, Code-compliant landscaping list for the site. Because the site is located within the Historic Downtown District, landscaping will be important to the development. Director Gay did not feel the Application should move forward without this plan.

Director Gay concluded that in the absence of a traffic study or statement and more detailed information on landscaping, Staff did not recommend approval of the request. They are requesting deferral so they may meet with the Applicant and have them fully address landscaping and traffic requirements, including the circulation of the site. He clarified that Staff does not oppose the project; however, they feel it must meet these standards and requirements.

Because the project is located in the Historic Downtown District, it should pay strict homage to the Moorish architecture requirements supported by the City. Director Gay noted that the project does not address these requirements.

Board Member Barnes requested a breakdown of the residential units by size. Director Gay replied that there would be 40 two-bedroom units and five three-bedroom units. The 40 two-bedroom units would ordinarily generate 1.5 parking spaces per unit, while the five three-bedroom units would require two parking spaces each. Within the Historic Downtown District, however, a parking reduction of up to 35% is permitted, as the subject parcel is across from the train station.

Board Member Barnes noted that the plans for the two-bedroom units include a den area which is adjacent to a bathroom. He expressed concern that while the plans label

this space as a den, it could be marketed as an additional sleeping room, even though a room may not be used as a sleeping room unless it includes windows.

Mr. Joseph stated that the Applicant is working on preparing the traffic impact study and landscaping information. He anticipated that this information would be ready to present by November 2022.

Board Member Barnes recommended that the landscaping plans include shade trees rather than palm trees, emphasizing the importance of shade trees to a more walkable and healthier City.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to defer Item #4 until a later date once the Applicant has conducted his traffic impact study, as well as his landscape project, and has delivered those items to Community Development for review. In a roll call vote, the **motion** passed unanimously (4-0).

5. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2121-004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

It was noted that Item 5 is a companion Item to Item 4.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to defer Item #5, contingent upon the Applicant delivering the items to Community Development for review. In a roll call vote, the **motion** passed unanimously (4-0).

Director Gay welcomed new Board Member Aldo Mata to the Planning and Zoning Board.

Board Member Barnes thanked Director Gay and Zoning Official Lee for meeting with architecture students from the University of Miami, who are currently working with the City.

The meeting was adjourned at 7:49 p.m.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

RESOLUTION NO. 23-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Applicant, Scarborough Investment Enterprises, LLC intends to construct a four-story multifamily building that will provide six two-bedroom units and thirteen parking spaces on the first floor. The applicant further intends to provide a dog park and landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for a Developer Agreement pertaining to the construction of a multi-family residential building in the Moderate Density Residential Zoning District (R-3); and

WHEREAS, the development will include approximately employees, and new assorted trees, shrub plants and landscaped open space in accordance with the City Land Development Regulations; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the Developer Agreement application of Scarborough Investment Enterprises, LLC and has determined that the responsibilities for expansion, extensions and reimbursement schedules, if any, are consistent with the improvements and will meet the new level of service of the project proposed consistent with the City's Land Development Regulations; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on October 11, 2022 and approved this request by a 3—0 vote; and

WHEREAS, the City Commission of the City of Opa-locka finds that it is in the best interest of the City and its residents to approve the Development Agreement as provided herein and attached as Exhibit "A".

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

SECTION 1. RECITALS.

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

SECTION 2. APPROVAL/DENIAL. Approval/Denial of Developer Agreement.

The City Commission of the City of Opa-Locka, Florida hereby approves / denies a request for the Development Agreement approval for the construction of a four story multi-family apartment building on the property located at 1300 Sesame Street and identified by folio #08-2121-002-1110 in the R3 Zoning District and attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, 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 _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:			
City Manager:	Darvin Williams		CM Signature			
Commission Meeting Date:	February 22, 2023		Item Type:	Resolution	Ordinance	Other
			(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
		X	Public Hearing: (Enter X in box)	Yes	No	Yes
				X		Yes
Funding Source:	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No
Account# : N/A	See Financial Impact section below			X		
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
			N/A			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)		
	X					
Sponsor Name	Darvin Williams		Department: Planning & Community Development	City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

The applicant, Eric Scarborough c/o Scarborough Investment Enterprises, LLC has submitted three development requests: one for a Minimum Lot Variance; a request for site plan review; a request for development agreement review. The applicant intends to construct a four-story multi-family building on the vacant property identified by folio 08-2121-002-1110 at 1300 Sesame Street. The applicant intends to construct six two bedroom units and provide thirteen parking spaces on the ground floor, provide a dog park and landscaping as required by the City Land Development Regulations.

Background

This R-3 Multi-family zoned property is approximately 8,714 square feet and is located in the north central section of the City. The property is less than the minimum 9,600 square feet as required by the City Land Development Regulations and therefore a variance is being requested for this development. The development meets the requirements for setbacks, building heights, lot coverage, parking and landscaping.

This proposed development is generally surrounded by residential properties to the west, east, north and south, a multi-family four unit residential development is located west of this site. The site will allow entrance and exits on Kalandar Street and on Sesame Street.

The proposed development for a Multi-Family apartment is in harmony with the general characteristics of the surrounding neighborhood for residential uses. This development is also in harmony with the requirements for the zoning district and the land use category, specifically R-3 Multi-Family and Downtown Mixed Use.

Financial Impact

Approval of this minimum lot variance, of this site plan and of this development agreement will not provide any negative financial impact.

Proposed Action:

Staff recommended approval of this Resolution.

Attachment:

Draft Resolution
P&ZAB Application Package
P&ZAB Meeting Minutes 10-11-22

Received:
By:
Date:



PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2020-2021

TOTAL FEES: \$ _____ **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 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Scarborough Investment Enterprises, LLC

PROPERTY OWNER'S ADDRESS: 1700 NE 143 ST N Miami, FL 33181
Number/Street City State/Zip Code

APPLICANT'S NAME: Eric Scarborough

APPLICANT'S ADDRESS: 1700 NE 143 ST N Miami, FL 33181
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305 433 4843 HOME _____ OTHER 305 318 4958

SUBJECT PROPERTY ADDRESS: 1300 Sesame ST
Number/Street

TAX FOLIO NUMBER: 08-2121-002-1110 PRESENT ZONING: R3

LEGAL DESCRIPTION: West 73.23 ft of tract 7-a, of Revised plat of amended plat of plat no. one opa-locka. according to the plat thereof as recorded in plat book 34, pg 8 of public records
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, Eric Scarborough, 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

Date

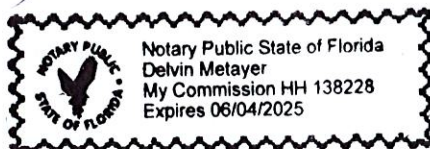
Sworn to and subscribed before me:

This 16 day of May,

Notary Public

Attach copy of identification

My commission expires 06/04/25



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Received: By: Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I _____, being first duly sworn, depose and say that I am the owner of the property legally described as:

I do give to _____ 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

Date

Sworn to and subscribed before me:

This _____ day of _____,

Notary Public

My commission expires: _____

SCARBOROUGH INVESTMENT ENTERPRISES, LLC
1700 NE 143 ST
North Miami, FL 33181

To: City of Opa-Locka
780 Fisherman St
Opa-locka, FL33054

Letter of Intent

To whom it may concern:

We, Scarborough Investment Enterprises, LLC, intend to build a 4-story apartment complex that will house 6 spacious 2-bedroom units that are 949 SFT each. The location of the intended lot is 1300 Sesame St. The 1st floor will be dedicated to parking and will provide 13 spaces. The lot will be beautified with landscaping, a dog park, and sitting area. The exterior will be built with a modern design and vibrant colors. It is expected that this will bring value to the surrounding neighborhood and will incentivize other developers and homeowners alike to renovate their homes with the intent to beautify Opa-locka.

We hope that you find this request inviting and acceptable. We look forward to working with you in the improvement of your beautiful City of Opa-locka!

Eric Scarborough, CGC, MGR
Scarborough Investment Enterprises, LLC

Record and Return to:
(enclose self-addressed stamped envelope)

XXXXXX XXXXXXX, Esq.
XXXX NW XXXXXX, Ste. XX
City, State Florida Zip Code

This Instrument Prepared by:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street
4th Floor
Opa-locka, Florida 33054

Scarborough Investment Enterprises,
LLC
1700 NE 143 ST
North Miami, FL 33181

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND DEVELOPMENT GROUP. LLC/INC/ETC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this 11 day of May 2022 ("Execution Date") by and between DEVELOPMENT GROUP. LLC/INC/ETC (the "Owner"), a Florida limited liability company with the mailing address of XXXX XXXXX XXX Ste. XXX, City, State, Zip Code 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.

1300 Sesame St WITNESSETH:

8,714 SF

WHEREAS, the Owner is the fee simple owner of approximately X.XX acres of land located at approximately xxxxx NW xx Ave within the municipal boundaries of the City and identified by Miami Dade County Tax Folio Nos. 08-XXXX-XXX-XXXX, 08-XXXX-XXX-XXXX, 08-XXXX-XXX-XXXX, (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and 08-2121-002-1110

WHEREAS, the City Commission adopted Resolution Number _____, approving a Site Plan, for the Proposed Development which includes the construction of XX XXXX, no. unit residential building that includes xxXX Xx XXX and provides XXX parking spaces, as well as planting ?? trees and ??? shrubs through-out the property in accordance with the Development Group, LLC/INC/ETC approved site plan; and 6 units, 4 stories, 15 Trees, 70 shrubs

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No.____, adopted on _____, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth and listed below, and the Owner is authorized to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
 - d. "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
 - e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, DEVELOPMENT GROUP, LLC/INC/ETC
 - f. ., (the "Owner"), a Florida limited liability company, with the mailing address of XXXX XXXXX XXX Ste. XXX, City, State, Zip Code and/or any of its respective successors, assigns, or heirs thereof.
 - g. "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.

- h. "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.
- i. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,
- j. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein
- k. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- l. "Existing Zoning" means (a) all entitlements associated with the City's approval of the Development Group, LLC/INC/ETC., Site Plan, at approximately xxxxx NW xx Ave, 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.
- m. "Final Site Plan" means the Development Group, LLC/INC/ETC., Site Plan, at approximately xxxxx NW xx Ave "Final Site Plan" approved by the City Commission via Resolution No. _____ for the Proposed Development which includes the construction of a unit residential building that includes xxXX Xx XXX and provides XXX parking spaces, as well as planting ?? trees and ??? shrubs through-out the property in accordance with the Development Group, LLC/INC/ETC approved site plan;
 - n. as may be amended from time to time.
 - o. "Governing Body" means the City of Opa-Locka's City Commission.
 - p. "Initial Term" is thirty (30) years commencing on the Effective Date.
 - q. "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.
 - r. "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.
 - s. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance 15-31.
 - t. "Parties" means the City and the Owner, Redwood Mosaic Dev. LLC.
 - u. "Project" shall mean the construction and development of the Property in accordance with the Final Site Plan for the Proposed Development, which has been deemed consistent with Liberal Commercial (B-2) zoning district regulations for a property that is also within the Corridor Mixed Use Overlay and all applicable laws.

- v. "Property" shall mean the parcel of real property defined in the preamble to this Agreement, and legally described in Exhibit "A" hereto.
- w. "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.
- x. "Resolution" shall mean City of Opa-Locka Resolution Number _____ and _____ approving the Project and this Agreement.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, 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 or modification 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 Land Development Regulations not inconsistent with the rights granted hereunder. In the event of

termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

9. Development Conditions. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

- a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.
- b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- c. All signage shall comply with all city sign code ordinance requirements.
- d. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project. Such items include but are not specifically limited to:
 - 1) Design of all physical structures, water bodies, private and public improvements and
 - 2) The color and dimensional characteristics of all building materials
 - 3) All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan
- e. Owner shall preserve and maintain all buildings and structures consistent with the Project's Final Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this Agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this Agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals and be derivative of a Moorish design theme in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be

determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until April 2052.

- f. At the request of the City, Owner shall submit an annual report and shall provide additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution and this Agreement. A copy of the City's form of annual report is attached as Exhibit "B".
- g. The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project's Final Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- h. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- i. Owner agrees to use commercially reasonable efforts to:
 - 1) Cooperate with the City on any City-initiated efforts with area economic development and educational organizations, including the Beacon Council, The Meek Foundation, Miami-Dade County Public Schools, and Miami-Dade College, to expand vocational and technical training programs for residents within the City through December 31, 2024; and
 - 2) Recruit and employ qualified applicants who are City residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-locka, and encourage all contractors retained to develop the Project to do the same, as follows:
 - a) Prepare and provide the City with an outreach plan that outlines the Owner's anticipated commercially reasonable efforts to provide construction-related and permanent jobs to Opa-locka residents, prior to the issuance of the first building permit for vertical construction within the Property ("Outreach Plan"). Said Outreach Plan, at a minimum, shall require that local job fair(s) ("local" shall mean within the municipal boundaries of the City of Opa-locka; hereinafter "Local Job Fair") be held as described herein and shall outline job training opportunities within the Project.
 - b) Host or require its general contractor(s) to host a Local Job Fair and provide a list of construction job openings to the

City to post on the City's website, prior to the issuance of the first building permit for vertical construction. The general contractor shall advise the City of any local new hires following its Local Job Fair(s).

- j. All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- k. The following timelines shall be complied with by Owner, Redwood Mosaic Dev. LLC, Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - 1) 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.
 - 2) Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
 - 3) Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

10. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

- (a) Site plan approvals;
- (b) Modifications to existing approvals and permits, including the Project 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.
- (i) All currently non-complaint physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in

existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will also be served by 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), FS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

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 Agree Tent shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

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.

- a) In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.
- b) In the event that the City asserts that the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the City, the City may stay the effectiveness of this Agreement as to the portion of the Property associated with the alleged non-compliance. However, before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the City shall send written notice containing the nature of the purported violation and provide a reasonable time-frame within which the Owner may correct the violation. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the City's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the City's or the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

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.
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Developer at: Xxxxx XXXXXXXXX

Development Group, LLC/INC/ETC.
XXXX NW xxx Avenue, Suite xxx
City, State Zip Code

And

Secondary Address/Mailing Address
XXX Street Street, #xx
City, State Zip Code

With a copy to:

Law Office of XXXXXX XXXXX
XXXX NE Xst Avenue, Ste. XXX,
City, State Zip Code

18. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

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 Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

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, subject to the notice and cure provision contained in paragraph 15(b), above

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2022.

Approved for form and legal sufficiency:

City Attorney: _____

EXHIBIT A
Legal Description

EXHIBIT B
CITY'S ANNUAL REPORT FORM

City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

**CITY OF OPA-LOCKA
ANNUAL REPORT FORM**

Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Name and Title of Individual Completing Report: _____

Address : _____
Street Location

City, State, Zip

1. Describe any changes made to the proposed plan of development, during the Reporting Period, as approved by the City of Opa-Locka City Commission ("City") pursuant to Resolution No. _____, passed and adopted on _____, 2022.
2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and Prologis Logistics Services Incorporated as approved by the City of Opa-Locka City Commission pursuant to Resolution No. _____, passed and adopted on _____, 2022 (the "Development Agreement").
3. Provide a list of development permits for vertical construction issued by the City during the Reporting Period.
4. Provide a list of certificates of occupancy within the project that have been issued by the City during the Reporting Period.
5. Describe compliance with Paragraph 9 (Development Conditions (a)-(k)) of the Development Agreement during the Reporting Period.
6. Provide a statement confirming that all persons have been sent copies of the annual report in conformance with Section 17 of the Development Agreement.

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, October 11, 2022

7:00 P.M.

CALL TO ORDER

Chair Elio Guerrero called the special Planning and Zoning Board meeting to order at 7:05 p.m. on October 11, 2022.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

ROLL CALL

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Germane Barnes, Board Member Aldo Mata, and Board Member Dawn Mangham.

Absent Board Members: Board Member Dorothy Johnson and Board Member Claudienne Hibbert-Smith.

Also in attendance were Planning and Zoning Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Kinshannta Hall, and Attorney Pam Booker.

INVOCATION AND PLEDGE

All present stood for the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES: Discussion of Minutes from September 13, 2022 Meeting

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve the previous meeting's minutes. In a roll call vote, the **motion** passed unanimously (4-0).

PUBLIC HEARING

Chair Guerrero stated that he would recuse himself from voting upon the first three Items on tonight's Agenda due to a possible conflict of interest.

1. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING MINIMUM LOT VARIANCE APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Planning and Zoning Director Gregory Gay advised that Items 1, 2, and 3 are companion Items, addressing the variance, Site Plan, and development agreement of the same project.

Eric Scarborough, Operating Manager for Scarborough Enterprises, stated that a variance is requested because the site does not meet the square footage requirements necessary to zone the subject property R-3. The project will include 900 sq. ft. two-bedroom family units, which he felt would benefit the City.

It was noted that the Board Members received copies of the property's plans in their backup materials.

Chair Guerrero requested clarification of the project's variance from R-3 square footage requirements. Mr. Scarborough explained that the project is below the required square footage for R-3 zoning. This zoning category requires a minimum of 9600 sq. ft., and the project is 8714 sq. ft. The lot upon which it will be built is already zoned R-3. The project is four stories in height, including three stories of living units. The entire first floor of the project will be used for parking.

Mr. Scarborough continued that the subject site is a corner lot, with frontage onto two sides. This provides additional capacity for parking. He felt the project would beautify the surrounding neighborhood and provide an incentive for neighboring properties to do the same.

Zoning Official Gerald Lee stated that the request is for a variance to minimum lot size. The subject property is not the size required by Code for multi-family development; however, it is zoned R-3 for this type of development, which means a variance is required in order to construct a property smaller than 9600 sq. ft. The subject area includes multi-family properties adjacent to single-family residential development.

The conflict between the required size of an R-3 property and the proposed project is not self-created. The property owner has made an effort to obtain additional properties, which would have accommodated the zoning requirement for the lot size. He has not reduced the requirements for the size of units, which could have resulted in providing a

substandard product. Instead, he has created two-bedroom units that are larger than the minimum required size.

With these facts in mind, and with the need for a variance not having been self-created, the property owner is requesting a variance to allow the development of the property. Staff has reviewed the Applicant's presentation and recommends approval of the request.

Board Member Barnes requested clarification of the minimum area requirements for rooms in the subject zoning district. Zoning Official Lee replied that the minimum size is 750 sq. ft. for a two-bedroom unit.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item 1. In a roll call vote, the **motion** passed 3-0. (Chair Guerrero abstained.)

2. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Director Gay advised that this is the second Item addressing the project at 1300 Sesame Street. This Item addresses the design of the proposed structure, which is a six-unit building with internal and external parking, as well as on-site landscaping. The project is located within the R-3 zoning district, which is appropriate for the subject location.

Mr. Scarborough added that the site will include adequate parking, and noted again that this is possible because of its location on a corner lot. While there had been consideration of building in the architectural style found throughout Opa-locka, it was ultimately determined that potential residents may be attracted to a more modern look. The site is located in an area with access to trains and public transportation. He was confident that the units will fill up quickly.

Mr. Scarborough continued that the development will include palms, live oaks, Colusa, and magnolia trees, which are intended to beautify the area.

Zoning Official Lee noted that the Board members' information packets did not include the detailed information Mr. Scarborough had provided with regard to landscaping, although the drawings include a landscaping plan. The plans will include 27 Colusa, 45 golden-tipped winter creepers, two live oaks, two Southern magnolias, and four foxtail palms. He emphasized the importance of including shade trees as part of this plan.

Zoning Official Lee continued that all Site Plan requirements have been met, including setbacks and height, with the exception of the minimum lot size for which a variance was requested. Staff recommends approval of the Item.

Board Member Barnes requested clarification of the minimum parking requirements for two-bedroom units in R-3 zoning. Zoning Official Lee replied that 1.5 parking spaces are required per unit. The Applicant plans to provide 13 spaces for six units.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item #2. In a roll call vote, the **motion** passed 3-0. (Chair Guerrero abstained.)

3. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION OF A FOUR-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 1300 SESAME STREET AND IDENTIFIED BY FOLIOS 08-2121-002-1110, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Board Member Barnes asked if any of the development's units are set aside as affordable units. Director Gay replied that all the units are intended to be affordable.

Board Member Barnes requested further clarification of the rental cost of the units. Mr. Scarborough stated that they will be in the range of \$2000 to \$2500 per month, which he believed to be consistent with or below other rental rates for two-bedroom units in Opa-locka.

Board Member Barnes asked if the developer was aware of the average income levels of Opa-locka residents. Mr. Scarborough stated that he was, and added that research had found many renters of older apartments and single-family homes in the City are paying roughly \$2000 per month. While many of those existing units are Section 8 housing, the developer hopes to move away from this trend, as he did not feel it was consistent with what he and the City are both trying to achieve.

Board Member Barnes asked if the Board may see the research analysis to which Mr. Scarborough had referred. Mr. Scarborough replied that he did not have this material on hand.

Zoning Official Lee stated that the most important aspect of the proposed development agreement will be the standards proposed in the project's Site Plan. It is also important that the agreement support employment within the City of Opa-locka to the residents who will live in the proposed building. This is a standard aspect of the development agreement. Staff recommends approval of the request.

Board Member Barnes asked if a development agreement can include a requirement for a certain number of affordable units. Attorney Pam Booker advised that if the City enters into a partnership agreement with a developer, conditions of affordability can be added to the agreement. They may also be attached as a result of any enhancements provided to the developer by the City and negotiated as part of the agreement. When the property is owned outright and meets City Code, however, the City is prohibited from mandating the inclusion of affordable units.

Attorney Booker further clarified that recent state law requires that, should the City mandate the inclusion of affordable units, they must compensate the developer for the difference, as it is considered to be a taking. Discussions regarding affordable housing are ongoing at the state level, with municipalities seeking to address affordability through partnership with developers on City-owned parcels of land or enhancements to proposed projects.

Director Gay advised that the subject property of Items 1, 2, and 3 is not located within the City's Community Redevelopment Agency (CRA) district. Within the CRA, there may be opportunities to bring down rental costs and make some units more affordable; however, this does not apply to the property before the Board at this time.

Board Member Barnes commented that the average income of Opa-locka residents is below \$30,000 per year. For an average resident, rent of one of the units in the proposed development at the lower end of the spectrum, \$2000 per month, would cost \$24,000 per year, or 75% of this average income. He asked if the project's goal is to attract new residents to the area or to provide quality housing for current residents. Director Gay replied that the market will determine the opportunity.

Board Member Barnes pointed out that incomes have not changed sufficiently in the City to precipitate a rent increase. He noted that in particular, the taxes applied to developers have not increased development costs. Director Gay stated that he understood Mr. Scarborough to have said his research reflected these rental costs.

At this time Chair Guerrero opened the Item to public comment, which he closed upon receiving no input.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to approve Item #3. In a roll call vote, the **motion** passed 2-1 (Board Member Barnes dissenting). (Chair Guerrero abstained.)

4. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2121-

004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

Harry Joseph, representing the Applicant, stated that an apartment complex is proposed for the subject site. It will include approximately 1600 sq. ft. of commercial development.

Director Gay advised that the request is for Site Plan review of the six-story, 45-unit project, which will include 40 two-bedroom units and five three-bedroom units. The Applicant will provide roughly 50 parking spaces, which includes parking for both the residential units and 1650 sq. ft. of retail space on the first floor.

The subject property is located in an R-3 zoning district, which is residential; however, the City has adopted a Historic Downtown Ordinance which includes this site. The Ordinance provides new opportunities and standards, including options for setbacks, parking, and ingress/egress. Because the site has a non-standard shape, it provides a 15 ft. front setback, a 10 ft. side setback, and a rear setback greater than 30 ft.

Director Gay continued that the City did not receive a traffic impact study or statement from the Applicant, which he felt was important to a proposed 45-unit development. The City also did not receive a standardized, Code-compliant landscaping list for the site. Because the site is located within the Historic Downtown District, landscaping will be important to the development. Director Gay did not feel the Application should move forward without this plan.

Director Gay concluded that in the absence of a traffic study or statement and more detailed information on landscaping, Staff did not recommend approval of the request. They are requesting deferral so they may meet with the Applicant and have them fully address landscaping and traffic requirements, including the circulation of the site. He clarified that Staff does not oppose the project; however, they feel it must meet these standards and requirements.

Because the project is located in the Historic Downtown District, it should pay strict homage to the Moorish architecture requirements supported by the City. Director Gay noted that the project does not address these requirements.

Board Member Barnes requested a breakdown of the residential units by size. Director Gay replied that there would be 40 two-bedroom units and five three-bedroom units. The 40 two-bedroom units would ordinarily generate 1.5 parking spaces per unit, while the five three-bedroom units would require two parking spaces each. Within the Historic Downtown District, however, a parking reduction of up to 35% is permitted, as the subject parcel is across from the train station.

Board Member Barnes noted that the plans for the two-bedroom units include a den area which is adjacent to a bathroom. He expressed concern that while the plans label

this space as a den, it could be marketed as an additional sleeping room, even though a room may not be used as a sleeping room unless it includes windows.

Mr. Joseph stated that the Applicant is working on preparing the traffic impact study and landscaping information. He anticipated that this information would be ready to present by November 2022.

Board Member Barnes recommended that the landscaping plans include shade trees rather than palm trees, emphasizing the importance of shade trees to a more walkable and healthier City.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to defer Item #4 until a later date once the Applicant has conducted his traffic impact study, as well as his landscape project, and has delivered those items to Community Development for review. In a roll call vote, the **motion** passed unanimously (4-0).

5. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIOS 08-2121-004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE

It was noted that Item 5 is a companion Item to Item 4.

Motion made by Board Member Barnes, seconded by Board Member Mangham, to defer Item #5, contingent upon the Applicant delivering the items to Community Development for review. In a roll call vote, the **motion** passed unanimously (4-0).

Director Gay welcomed new Board Member Aldo Mata to the Planning and Zoning Board.

Board Member Barnes thanked Director Gay and Zoning Official Lee for meeting with architecture students from the University of Miami, who are currently working with the City.

The meeting was adjourned at 7:49 p.m.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	02/22/2023		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		x
Funding Source: Account#:	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Commissioner Williams		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka, approving a Teen Council Advisory Board under the direction and supervision of the City Clerk and City Commission.

Staff Summary:

The Teen Council Advisory Board will be composed of five (5) of the City's current high school youth. The purpose will be to afford them the opportunity to address youth concerns, assist in decision-making, implement programs, and activities within the City. They will also gain mentorship and knowledge from the City Commission to encourage community effectiveness and positive impact.

The appointment and terms of the Teen Council Advisory Board will be in accordance with Section 2-300 City Code of Ordinances with an amendment to include the appointment and terms of the Teen Council Advisory Board.

Eligible applicants must:

- Be a current resident of the City.
- Successfully complete the required application process.
- Be a current high school student.

Powers and duties. The powers and duties of the committee shall include:

- Making recommendations to the City Commission on matters affecting youth in the community.
- Increasing youth participation and involvement in local government.
- Seeking and recommending ways to improve communication with students in area schools.
- Organizing and performing service projects or functions that benefit the City.
- Recommending the creation of recognition programs for youth.
- Additional duties may include miscellaneous assignments as requested.

Financial Impact – There will be no fiscal impact for this ordinance, as this will be a non-monetary compensated volunteer appointment by the City Commission.

Proposed Action:

Staff recommends the City Commission approve a Teen Council Advisory Board under the direction of the City Commission and City Clerk.

Attachment:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 16, ARTICLE I, SECTION 16-1 TO CHANGE THE NAME OF THE YOUTH ADVISORY BOARD TO TEEN AND YOUNG ADULT ADVISORY BOARD FOR THE CITY OF OPA-LOCKA, FLORIDA; AMENDING MEMBERSHIP REQUIREMENTS AND DUTIES OF THE BOARD; PROVIDING FOR COMPOSITION OF THE BOARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka desires to reactivate the existing Youth Advisory Board to address youth concerns and enhance the participation of youth and young adults living within the City of Opa-Locka; and

WHEREAS, the City of Opa-Locka further desires to change the name from Youth Advisory Board to Teen and Young Adult Advisory Board; and

WHEREAS, the City Commission finds that approval of an amendment to Chapter 16, Article I, Section 16-1 of the City of Opa-Locka's Code of Ordinances entitled "Youth Advisory Board"; would be in the best interests of the City.

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

Section 1: Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2: Amending Chapter 16, Article I, Section 16-1

Amending Chapter 16, Article I, Section 16-1 of the City of Opa-Locka's Code of Ordinances entitled "Youth Advisory Board", with all other provisions of this section remaining the same as follows:

Sec. 16-1. – Teen and Young Adult Advisory Board. ~~Youth Advisory Board~~

(a) Created; membership; terms; officers; procedures. There is hereby created and established a ~~youth~~ teen and young adult advisory board ~~for participation by residents of the City between the ages of 16 and 21. to the city commission.~~ The advisory board shall consist of five (5) members, one of whom shall be selected and appointed by each member of the city commission.

Terms of office shall correspond to the term of office of the appointing city commissioner. The advisory board shall select and designate from its membership a chairman and vice-chairman. The board shall be governed by the rules of procedures applicable to all boards within the city.

(b) Meetings; clerical help. The youth advisory board shall meet once each month at a time to be selected by a majority of its membership. The city manager shall supply necessary clerical help in order to provide for the taking of minutes and reporting conclusions and recommendations to the city commission on a monthly basis.

(c) Duties. The youth-advisory board shall advise the city commission in all matters involving the administration of the city government, commission policies, projects, activities and events wherein youth, teen and young adult participation is requested or desired. In addition the board shall make recommendations on increasing youth, teen and young adult participation in local governments, seek ways to improve communication with students and young adults within the City, organize and perform services projects that benefit the City, recommend the creation of programs for youth, teens and young adults and assume and carry out such duties as may from time to time be directed by the city commission.

(d) Filling vacancies. Unexpired terms created by resignation, death or removal, shall be filled by the city commissioner or his successor originally making the appointment vacated.

Section 3: Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. 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 4: Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED FIRST READING this ____ day of _____, 2023.

PASSED SECOND READING this ____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

Sponsored by: Interim City Manager

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR A UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENT SERVICES WITHIN THE CITY; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PLACE THE CITY'S PROPOSED NON-AD VALOREM ASSESSMENTS ON THE COUNTY TAX BILL; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR INCORPORATION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Chapter 14, Article I, of the City of Opa-Locka Code of Ordinances, the City of Opa-Locka, Florida ("City") has created a Nuisance Abatement Program; and

WHEREAS, Section 197.3632, Florida Statutes established a uniform method for the levy, collection and enforcement of non-ad valorem assessments; and

WHEREAS, the City intends to use the uniform method for collection of non-ad valorem assessments for nuisance abatement service fees as authorized by Section 197.3632, Florida Statutes, as amended; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached as Exhibit "A"; and

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

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

Section 2. City Intent to Utilize Uniform Method of Collecting Non-Ad Valorem Assessments. Commencing the Fiscal Year beginning October 1, 2023, the City of Opa-Locka intends to use the uniform method of collecting non-ad valorem assessments as authorized in Section 197.3632, Florida Statutes, as amended for nuisance abatement service fees within the City. Such non-ad valorem assessments will be levied within the

incorporated of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit "B" and is incorporated herein by reference.

Section 3. Authorization. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to notify the Miami-Dade County Property Appraiser's office, the Tax Collector and the Department of Revenue for the State of Florida, of the City's intent to collect the nuisance abatement service fees by using the uniform method of collection through the tax roll and hereby authorizes the City Manager to enter into a written agreement with the Property Appraiser and Tax Collector for this purpose.

Section 4. Instructions to the City Clerk. The City Clerk is hereby directed to send certified copies of this Resolution to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector, and the Florida Department of Revenue.

Section 5. Public Hearing. The City Commission of the City of Opa-Locka held a public hearing on _____ at its regular city commission meeting.

Section 6. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____



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

Department Director:	Bob Anathan		Department Director Signature:				
City Manager:	Darvin E. Williams		CM Signature:				
Commission Meeting Date:	Feb 22, 2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	X		Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: NA		Advertising Requirement: <i>(Enter X in box)</i> Advertising required for four consecutive weeks.	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. Of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Imposition Of Non-Ad Valorem Assessment In Conjunction With City's Nuisance Abatement Ordinance.

Staff Summary:

Issue / Recommendation: For a municipality to impose a non-ad valorem assessment as proposed in the recently adopted Nuisance Abatement ordinance, the municipality must conduct a public hearing to receive community input and adopt a resolution stating the need for the levy. Staff recommends the City Commission conduct the required public hearing and have the Interim City Manager forward the resultant adopted resolution to the County Property Appraiser and Tax Collector within the prescribed period.

History: On December 14, 2022, the City Commission adopted Ordinance 22-21, Nuisance Abatement. Among other features, this ordinance provides the ability to recover costs incurred by the City in cleaning up a property found to be in violation of the Nuisance Abatement ordinance after the property owner has failed to take corrective action. If the City isn't reimbursed in a time manner, this ordinance authorizes the City to file a Special Lien which can then be placed on the property tax bill as a non-ad valorem assessment.

Florida Statute 197.3632 governs the levying of non-ad valorem assessments and requires, among other things, the conducting of a public hearing to receive public input on the subject, preceded by four weeks of advertising the public hearing in a local newspaper. As long as the advertising and public hearing are completed by December 31st of the year preceding the first possible inclusion of a non-ad valorem assessment on the property tax bill, no permission is required from external authorities.

If this hearing isn't conducted prior to December 31st, Florida Statute 197.3632 (3)(a) provides for a later date ".... if the property appraiser, tax collector and local government agree, March 1st....." with the County Property Appraiser and Tax Collect subsequently having to receive the resolution stating the need for the non-ad valorem assessment by March 10th.

Current Activity: In the absence of this hearing being conducted by December 31st, staff has proceeded to satisfy the requirements of Florida Statute 197.3632 (3)(a) for a delayed public hearing and resolution submission.

- a. Permission to conduct the public hearing and submit the required resolution by March 10, 2023 has been received from both the County Property Appraiser and Tax Collector Offices (attached).
- b. Advertisements have been run in the in the Miami Herald for four consecutive weeks stating the need to levy a non-ad valorem assessment, including a diagram of the City limits which includes the real property which could be subject to a non-ad-valorem assessment in the event of a failure to rectify a nuisance abatement violation (attached).

Financial Impact: The authority to place a non-ad valorem assessment on the property tax bill will allow the City to recover costs incurred in rectifying uncorrected nuisance abatement violations, reducing the cost of the City's beautification program.

Proposed Action:

Staff recommends the City Commission conduct the required public hearing and direct the Interim City Manager to forward the resultant adopted resolution to the County Property Appraiser and Tax Collector to be received by March 10, 2023.

Attachment:

1. Florida Statute 197.3632 (first page)
2. Authorization from the County Property Appraiser and Tax Collector to conduct a public hearing in regard to a new non-ad valorem assessment by March 1, 2023 and submit an adopted resolution identifying the need for the new non-ad valorem assessment by March 10, 2023.
3. Proof of advertising

[Menu](#)

2022 Florida Statutes

[< Back to Statute Search](#)

Title XIV TAXATION AND FINANCE

Chapter 197 TAX COLLECTIONS, SALES, AND LIENS

SECTION 3632 Uniform method for the levy, collection, and enforcement of non-ad valorem assessments.

197.3632 Uniform method for the levy, collection, and enforcement of non-ad valorem assessments.—

(1) As used in this section:

- (a) "Levy" means the imposition of a non-ad valorem assessment, stated in terms of rates, against all appropriately located property by a governmental body authorized by law to impose non-ad valorem assessments.
- (b) "Local government" means a county, municipality, or special district levying non-ad valorem assessments.
- (c) "Local governing board" means a governing board of a local government.
- (d) "Non-ad valorem assessment" means only those assessments which are not based upon millage and which can become a lien against a homestead as permitted in s. 4, Art. X of the State Constitution.
- (e) "Non-ad valorem assessment roll" means the roll prepared by a local government and certified to the tax collector for collection.
- (f) "Compatible electronic medium" or "media" means machine-readable electronic repositories of data and information, including, but not limited to, magnetic disk, magnetic tape, and magnetic diskette technologies, which provide without modification that the data and information therein are in harmony with and can be used in concert with the data and information on the ad valorem tax roll keyed to the property identification number used by the property appraiser.
- (g) "Capital project assessment" means a non-ad valorem assessment levied to fund a capital project, which assessment may be payable in annual payments with interest, over a period of years.

(2) A local governing board shall enter into a written agreement with the property appraiser and tax collector providing for reimbursement of necessary administrative costs incurred under this section. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

(3)(a) Notwithstanding any other provision of law to the contrary, a local government which is authorized to impose a non-ad valorem assessment and which elects to use the uniform method of collecting such assessment for the first time as authorized in this section shall adopt a resolution at a public hearing prior to January 1 or, if the property appraiser, tax collector, and local government agree, March 1. The resolution shall clearly state its intent to use the uniform method of collecting such assessment. The local government shall publish notice of its intent to use the uniform method for collecting such assessment weekly in a newspaper of general circulation within each county contained in the boundaries of the local government for 4 consecutive weeks preceding the hearing. The resolution shall state the need for the levy and shall include a legal description of the boundaries of the real property subject to the levy. If the resolution is adopted, the local governing board shall send a copy of it by United States mail to the property appraiser, the tax collector, and the department by January 10 or, if the property appraiser, tax collector, and local government agree, March 10.

(b) Annually by June 1, the property appraiser shall provide each local government using the uniform method with the following information by list or compatible electronic medium: the legal description of the property within the boundaries described in the resolution, and the names and addresses of the owners of such property. Such information shall reference the property identification number and otherwise conform in format to that contained on the ad valorem roll submitted to the department. The property appraiser is not required to submit information which is not on the ad valorem roll or compatible electronic medium submitted to the department. If the local government determines that the information supplied by the property appraiser is insufficient for the local government's purpose, the local government shall obtain additional information from any other source.

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Robert Anathan

From: Solis, Lazaro (PA) <SolisL@mdcpa.net>
Sent: Wednesday, January 4, 2023 10:50 AM
To: Robert Anathan
Cc: Rubert, Veronica (PA); Darvin Williams; Joanna Flores; Niema Walker; Shamecca Lawson; George Ellis; Gomez, Gerardo (TC); PROPTAX (TC)
Subject: RE: New Assessment - Request For Extension

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Robert,

The request for extension by the City of Opa-locka to adopt a resolution with its intent to use the uniform method of collection is granted until March 1st, 2023, pursuant to s. 197.3632 (3)(a), F.S. The resolution must be received by our office no later than March 10th, 2023. If the City is unable to pass the resolution by March 1st, 2023 and meet the roll requirements and deadlines for non-ad valorem assessments, the Property Appraiser will be unable to place the City's non-ad valorem assessments on the 2023 TRIM Notices, and the Tax Collector will be unable to place them on the 2023 Tax Bill. Failure to meet the deadlines would require the City to notice and collect the non-ad valorem assessments.

Once we receive the City's resolution, an intergovernmental agreement between the Property Appraiser, the Tax Collector and the City will be required (s. 197.3632 (2), F.S.)

If you have any questions, please let me know.



Lazaro Solis, CFE

Deputy Property Appraiser

111 NW 1st Street, Suite 710 | Miami, Florida 33128

Office: 305-375-4004 | Fax: 305-375-3024

www.MiamiDade.Gov/PA | [Facebook](#) | [Twitter](#)

Robert Anathan

From: Gomez, Gerardo (TC) <Gerardo.Gomez@miamidade.gov>
Sent: Monday, January 9, 2023 12:36 PM
To: Rubert, Veronica (PA); Robert Anathan
Cc: Darwin Williams; Joanna Flores; Niema Walker; Shamecca Lawson; George Ellis; PROPTAX (TC); Cam, Peter (TC)
Subject: RE: New Assessment - Request For Extension

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

On behalf of the Office of the Tax Collector the extension is granted. Please note the deadlines listed in the Property Appraiser's previous email as compliance is vital for the assessment to be placed on the bill.

Gerardo "Jerry" Gomez, CFCA
Assistant Tax Collector
Office of the Tax Collector
Peter K. Cam, Tax Collector
200 Northwest Second Avenue
Miami, Florida 33128
(305)375-1653



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NOTICE OF ELECTION MIAMI SHORES VILLAGE

NOTICE IS HEREBY GIVEN that Miami Shores Village will hold its Village Council Election for the purpose of electing three (3) Council Members on:

Tuesday, April 11, 2023 from 7 AM to 7 PM

The Qualification Period for candidates begins at 8:30 AM on Monday, February 7, 2022 until 5:00 PM on Friday, March 3, 2023 in Village Hall, Office of the Village Clerk, 10050 NE 2nd Avenue, Miami Shores, FL 33138.

All Miami Shores Village qualified electors will be eligible to vote. Voter registration books for this election close on Monday, March 13, 2023.

Ysabely Rodriguez, MPA, CMC
Village Clerk/Local Supervisor of Elections

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City of Opa-locka Public Notice

Notice is hereby given to all owners of land within the boundaries of the City of Opa-locka, Florida (the "City") that the City intends to use the uniform method for collecting non-ad valorem assessment levied by the City, as set forth in Section 197.3632, Florida Statutes, and that the City Commission will hold a public hearing on Wednesday, February 22, 2023, at approximately 7:00 p.m. at Opa-locka Municipal Complex, Commission Chambers, 780 Fisherman St., Third Floor, Opa-locka, Florida.



The purpose of the public hearing is to consider adoption of a Resolution authorizing the City to use the uniform method of collecting non-ad valorem assessments to fund the costs and expenses incurred by the City in abating nuisances on individual properties where property owners have failed to abate nuisances after having been properly notified, in accordance with City of Opa-locka Ordinance 2022-21. If adopted, the non-ad valorem assessment will be levied for the first time for the fiscal year beginning October 1, 2023 and for each year thereafter until discontinued.

The proposed assessment will be equal to the sum of all costs incurred by the City, including the cost of abating the nuisance up to and including the possible removal of structures, obtaining title information, lien recordation, inspections, legal, postal and publication expense as well as all other direct or indirect costs associated with the City abating the nuisance associated with a property. All City property owners have the right to appear at this public hearing and have the right to file written objections within 20 days of publication of this notice.

Interested parties may appear at the public hearing in person. However, since space is limited at hearings, participation can also be done virtually by registering on the City of Opa-locka website at www.opalockafl.gov by 7:00 p.m. on February 22, 2023 to receive the meeting link. Persons wishing to observe the hearing but not participate can do this by going to the following site: <https://www.youtube.com/user/CityofOpaLocka>. Persons with disabilities who need reasonable accommodations are asked to e-mail such requests to jflores@opalockafl.gov, or call 305-953-2800, at least seven business days in advance of this hearing. If any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person will need a record of the proceeding, and for these purposes the person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes testimony and evidence on which the appeal is based (F.S. 286.0105).

City of Opa-locka Public Notice

Notice is hereby given to all owners of land within the boundaries of the City of Opa-locka, Florida (the “City”) that the City intends to use the uniform method for collecting non-ad valorem assessment levied by the City, as set forth in Section 197.3632, Florida Statutes, and that the City Commission will hold a public hearing on Wednesday, February 22, 2023, at approximately 7:00 p.m. at Opa-locka Municipal Complex, Commission Chambers, 780 Fisherman St., Third Floor, Opa-locka, Florida.



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PUBLIC HEARING ADVERTISEMENT

**City of Miami Gardens
Wednesday, February 8th, 2023, at 5:30 PM
City Hall, City Council Chambers
18605 NW 27th Avenue
Miami Gardens, FL 33056**

APPLICANT: SALVATION ARMY

PROJECT NAME: SALVATION ARMY VARIANCE AND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT

PROJECT LOCATION: 194 NW 187TH STREET, MIAMI GARDENS, FL 33169

SUBJECT PROPERTY



PURPOSE: A RESOLUTION GRANTING A VARIANCE FOR MINIMUM LOT SIZE AND AMENDING THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANT

REQUESTED ACTION: TO ADOPT THE FOLLOWING ORDINANCE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, GRANTING A VARIANCE TO THE SALVATION ARMY TO REDUCE THE MINIMUM REQUIRED LOT SIZE FROM 2 ACRES TO 1.3 ACRES; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

All persons are entitled to attend and to speak at public hearings. The courts have ruled that it is improper to contact a Council member individually, either orally or in writing, about zoning applications.

Said ordinances can be inspected in the City Clerk's Office, Monday – Thursday, during regular office hours. Inquiries concerning these items should be directed to the City Manager's Office at 305-914-9010.

Article VII of the City of Miami Gardens Code entitled “Lobbyist”, requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the City Clerk at (305) 914-9129, not later than 48 hours prior to such proceeding. TDD No. 1-800-955-8771

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at this meeting or hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

MIAMI CHILDREN'S MUSEUM

GETTING CURIOUS WITH CURIOUS GEORGE



PHOTOS BY ALEXIA FODERE For The Miami Herald

At top, visitors at the opening of the 'Curious George' exhibit at the Miami Children's Museum look at a python that Megan Archer from Wild Animal World shows on Jan. 28. Below: Szczar Lett, 3, (left) and Eden Sainvil, 3, look for Curious George's favorite food — bananas — at the opening of the exhibit. Visitors at the opening of the 'Curious George' exhibit look at a python that Megan Archer from Wild Animal World shows on Jan. 28. Curious George, of course, is a sweet African monkey who can't help but run into trouble. He is based on characters in H.A. and Margret Rey's classic stories and inspired by the animated TV series on PBS KIDS. In this exhibit at the museum, 980 MacArthur Cswy., he invites kids to get curious along with him: Try the zoom balloons experiment to see how propulsion works! Engage in a healthy cooking play! and more. Exhibit entry is included with admission to the museum. General admission \$24, Florida residents, \$16. www.miamichildrensmuseum.org



ALEXIA FODERE for The Miami Herald

City of Opa-locka Public Notice

Notice is hereby given to all owners of land within the boundaries of the City of Opa-locka, Florida (the “City”) that the City intends to use the uniform method for collecting non-ad valorem assessment levied by the City, as set forth in Section 197.3632, Florida Statutes, and that the City Commission will hold a public hearing on Wednesday, February 22, 2023, at approximately 7:00 p.m. at Opa-locka Municipal Complex, Commission Chambers, 780 Fisherman St., Third Floor, Opa-locka, Florida.



The purpose of the public hearing is to consider adoption of a Resolution authorizing the City to use the uniform method of collecting non-ad valorem assessments to fund the costs and expenses incurred by the City in abating nuisances on individual properties where property owners have failed to abate nuisances after having been properly notified, in accordance with City of Opa-locka Ordinance 2022-21. If adopted, the non-ad valorem assessment will be levied for the first time for the fiscal year beginning October 1, 2023 and for each year thereafter until discontinued.

The proposed assessment will be equal to the sum of all costs incurred by the City, including the cost of abating the nuisance up to and including the possible removal of structures, obtaining title information, lien recordation, inspections, legal, postal and publication expense as well as all other direct or indirect costs associated with the City abating the nuisance associated with a property. All City property owners have the right to appear at this public hearing and have the right to file written objections within 20 days of publication of this notice.

Interested parties may appear at the public hearing in person. However, since space is limited at hearings, participation can also be done virtually by registering on the City of Opa-locka website at www.opalockafl.gov by 7:00 p.m. on February 22, 2023 to receive the meeting link. Persons wishing to observe the hearing but not participate can do this by going to the following site: <https://www.youtube.com/user/CityofOpaLocka>. Persons with disabilities who need reasonable accommodations are asked to e-mail such requests to jflores@opalockafl.gov, or call 305-953-2800, at least seven business days in advance of this hearing. If any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person will need a record of the proceeding, and for these purposes the person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes testimony and evidence on which the appeal is based (F.S. 286.0105).

City of Opa-locka Public Notice

Notice is hereby given to all owners of land within the boundaries of the City of Opa-locka, Florida (the “City”) that the City intends to use the uniform method for collecting non-ad valorem assessment levied by the City, as set forth in Section 197.3632, Florida Statutes, and that the City Commission will hold a public hearing on Wednesday, February 22, 2023, at approximately 7:00 p.m. at Opa-locka Municipal Complex, Commission Chambers, 780 Fisherman St., Third Floor, Opa-locka, Florida.



The purpose of the public hearing is to consider adoption of a Resolution authorizing the City to use the uniform method of collecting non-ad valorem assessments to fund the costs and expenses incurred by the City in abating nuisances on individual properties where property owners have failed to abate nuisances after having been properly notified, in accordance with City of Opa-locka Ordinance 2022-21. If adopted, the non-ad valorem assessment will be levied for the first time for the fiscal year beginning October 1, 2023 and for each year thereafter until discontinued.

The proposed assessment will be equal to the sum of all costs incurred by the City, including the cost of abating the nuisance up to and including the possible removal of structures, obtaining title information, lien recordation, inspections, legal, postal and publication expense as well as all other direct or indirect costs associated with the City abating the nuisance associated with a property. All City property owners have the right to appear at this public hearing and have the right to file written objections within 20 days of publication of this notice.

Interested parties may appear at the public hearing in person. However, since space is limited at hearings, participation can also be done virtually by registering on the City of Opa-locka website at www.opalockafl.gov by 7:00 p.m. on February 22, 2023 to receive the meeting link. Persons wishing to observe the hearing but not participate can do this by going to the following site: <https://www.youtube.com/user/CityofOpaLocka>. Persons with disabilities who need reasonable accommodations are asked to e-mail such requests to jflores@opalockafl.gov, or call 305-953-2800, at least seven business days in advance of this hearing. If any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person will need a record of the proceeding, and for these purposes the person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes testimony and evidence on which the appeal is based (F.S. 286.0105).



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, FEBRUARY 22ND, 2023 AT 6:00 P.M., THE CITY OF HIALEAH PLANNING AND ZONING BOARD WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBERS OF CITY HALL, 3RD FLOOR, 501 PALM AVENUE.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Rezoning property from RO (Residential Office) to B-1 (Highly Restricted Retail District). Property is located at 3375 West 4th Avenue, Hialeah, zoned RO (Residential Office).

Rezoning property from R-1 (One-Family District) to P (Parking). Property is located at 374 West 34th Street, Hialeah, zoned R-1 (One-Family District).

Rezoning property from M-1 (Industrial District) to C-3 (Extended Liberal Commercial District); Variance permit to allow 27 parking spaces (20 off-street and 7 on-street), where 322 parking spaces are required (258 off-street and 64 on-street); allow a waiver of the minimum landscaping requirements allowing trees, where 58 trees are required; allow a waiver of a landscape buffer along West 74th Street, where 7 feet landscape buffer is required, and allow 3.11% pervious area, where 30% is the minimum required. Property is located at 7445 West 4th Avenue, Hialeah, zoned M-1 (Industrial District).

Rezoning property from M-1 (Industrial District) to C-3 (Extended Liberal Commercial District); Variance permit to allow rear setback of 3.6 feet, where 15 feet are required; allow 84 parking spaces, where 300 parking spaces are required; allow a waiver of the minimum landscaping requirements allowing 30 trees, where 58 trees are required; allow a reduced width landscape buffer along West 4th Avenue, where 7 feet landscape buffer is required allow 3% pervious area, where 30% pervious area is required, and grant a Special Use Permit (SUP) to allow the site to operate 24 hours a day, seven days a week in connection to planned entertainment events. Property is located at 7551 West 4th Avenue, Hialeah, zoned M-1 (Industrial District).

Rezoning properties from R-1 (One-Family District) to TOD (Transit-Oriented Development District). Variance permit to allow a single-use, multifamily residential building, where a vertical mix of uses is required. Properties are located at 901 East 26th Street, 911 East 26th Street, 921 East 26th Street, 931 East 26th Street, 941 East 26th Street, 951 East 26th Street, 961 East 26th Street, 971 East 26th Street, 983 East 26th Street, 906 East 27th Street, 910 East 27th Street, 912 East 27th Street, 922 East 27th Street, 932 East 27th Street, 950 East 27th Street, 962 East 27th Street, 980 East 27th Street, 984 East 27th Street, & 990 East 27th Street, Hialeah, zoned R-1 (One-Family District).

Rezoning property from M-1 (Industrial District) to TOD (Transit-Oriented Development District) and variance permit to allow front setback of 5 feet, where 0 feet is required along East 11th Avenue. Property is located at 2691 East 11th Avenue, Hialeah, zoned M-1 (Industrial District).

Variance permit to allow 32 parking spaces, where 65 parking spaces are required. Property is located at 7963 West 28th Avenue, Hialeah, zoned M-1 (Industrial District).

Special Use Permit to allow the expansion of the Neighborhood Business District Overlay; variance permit to allow building height of 126 feet, where 95 feet is the maximum allowed; allow 11 stories, where 9 is the maximum allowed, and waive massing setback requirements for building tower and cap. Property is located at 1035 SE 5th Street, Hialeah, zoned M-1 (Industrial District).

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE **CITY COUNCIL** AT ITS MEETING OF **TUESDAY, MARCH 14TH, 2023.**

Written objections **must** be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.