CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, June 26, 2024
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
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
June 26, 2024
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:

City Commission Workshop Meeting Minutes - May 8, 2024

Regular Commission Meeting Minutes - May 8, 2024

Regular Commission Meeting Minutes - May 22, 2024

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

10. PUBLIC PRESENTATIONS:

Adelina Gross, CIP Manager
City of Opa-locka
Update on Residential Flooding Mitigation

Assistant Chief of Police Dr. Robin Starks
Opa-locka Police Department
Public Safety

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, RENAMING PUBLIC WORKS WEEK IN MEMORY OF DECEASED CITY EMPLOYEE AND RESIDENT KENDRICK MCPHEE DURING THE MONTH OF MAY EACH YEAR; ESTABLISHING A BUDGET OF TWO THOUSAND DOLLARS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AWARDING THREE (3) ONE THOUSAND, SIX HUNDRED FIFTY DOLLAR ($1,650.00) SCHOLARSHIPS THROUGH THE CITY OF OPA-LOCKA'S EDUCATIONAL SCHOLARSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO THE WW130301 LOAN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RELATING TO THE STATE REVOLVING FUND (SRF) LOAN PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS A DONATED METAL DETECTOR, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO REQUEST MIAMI-DADE COUNTY TO CONDUCT A FEASIBILITY STUDY TO INSTALL A HIGH VISIBILITY PEDESTRIAN CROSSWALK ON ALI-BABA AVENUE NEAR THE TRI-RAIL STATION, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035;**

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

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ESTOPPEL CERTIFICATE REGARDING GPT NW 42ND AVE OWNER, LLC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE SUITABLE OPTIONS TO DECREASE THE CITY'S MILLAGE RATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND OVERHEAD COVERINGS WITHIN CITY PARKS; FURTHER AUTHORIZING THE CITY MANAGER TO EXPLORE PIGGYBACK OPPORTUNITIES FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH A CITYWIDE HOME REHABILITATION PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCTS A TRAFFIC CONTROL STUDY AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET TO DETERMINE THE FEASIBILITY OF INSTALLING A 4-WAY TRAFFIC CONTROL SYSTEM WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Williams*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO INVESTIGATE THE NEED FOR AN ADDITIONAL CODE ENFORCEMENT OFFICER POSITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissoner Williams*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ESTABLISH A HISTORIC HOME MOORISH DESIGNS RESTORATION PROGRAM FOR HISTORIC**

DESIGNATED HOMEOWNERS WITHIN THE CITY; PROVIDING FOR A PARTIAL FUNDING SOURCE FOR THE PROGRAM; APPOINTING AND AUTHORIZING A DESIGNATED PROJECT CONTACT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDED LIST OF PROJECTS, ATTACHED HERETO AS EXHIBIT "A", TO BE FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF PROKEL MOBILITY FOR ON DEMAND AND FIXED-ROUTE RIDESHARE SERVICES PURSUANT TO RFP NO. 24-0205200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROKEL MOBILITY FOR SAID SERVICES, IN THE FORM ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS ($649,232.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF COMFORT TECH AIR CONDITIONING, INC. FOR DESIGN AND BUILD HVAC SYSTEM UNIT REPLACEMENT AND SERVICES FOR THE MUNICIPAL COMPLEX WITHIN THE CITY, PURSUANT TO RFP NO. 24-0408200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COMFORT TECH AIR CONDITIONING FOR SAID SERVICES, IN THE FORM ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED TWO MILLION, FOUR HUNDRED THOUSAND DOLLARS (2,400,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

17. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR AREA A AND AREA B, AS DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT AND ALSO WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, CREATING A NEW ARTICLE XI OF THE CITY CODE OF ORDINANCES; RENUMBERING THE FOLLOWING SECTIONS; SPECIFICALLY ADOPTING CERTAIN PROVISIONS OF SENATE BILL 102, THE "LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING; PROVIDING FOR THE ADMINISTRATIVE APPROVAL OF CERTAIN QUALIFIED PROJECTS CONTAINING AFFORDABLE HOUSING UNITS; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

3. **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, 2023 AND ENDING SEPTEMBER 30, 2024, 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 City Manager*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL / DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on April 24, 2024).** *Sponsored by City Manager* **Deferred from 05/22/2024 RCM**

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.
Financial Oversight Update provided by City Manager Darvin Williams
Glorieta Apartments Update provided by City Manager Darvin Williams

Commissioner Joseph L. Kelley
City Payment Process for Vendors
City Liens on Homeowners Properties
Infrastructure Needs and Assessment
Evaluation Process for Charter Officials

Commissioner Veronica J. Williams
Evaluation Process for Charter Officials
Strategic Planning

20. OFFICIAL BOARD APPOINTMENTS:

Charter Review Board
1 Individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Kelley)
2 at-large appointments

Civil Service Board
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Williams)

Historic Environmental Preservation Board
2 at-large appointments

Local Financial Oversight Board
1 at-large appointment

Planning & Zoning Board of Appeals
1 at-large appointment

Teen & Young Adult Advisory Board
1 individual appointment (Commissioner Bass)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES - Pending updates

1. **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, July 3, 2024 from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.**

2. **The City of Opa-locka Parks & Recreation Department along with the Mayor & Commission presents Fourth of July and Juneteenth Community Picnic, Thursday, July 4, 2024 from 10:00 PM - 9:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.**

3. **City of Opa-locka Mayor & Commission present Monthly Chess Community Challenge hosted by Commissioner Sherelean Bass, every first Saturday, July 6, 2024 from 12:00 PM - 1:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.**

4. **City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, July 08, 2024 at 6:00 PM, Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.**

5. **City of Opa-locka Mayor & Commission invites the community to a Monthly Free Food Distribution, Friday, July 19, 2024 from 10:00 AM - 1:00 PM, while supplies last, Segal Park, 2331 NW 143rd Street, Opa-locka, Florida.**

6. **Please join the City of Opa-locka Mayor & Commission for Family Fun Day hosted by Commissioner Joseph L. Kelley, Saturday, July 20, 2024, from 1:00 PM - 5:00 PM, Ingram Park, 2100 Burlington Street, Opa-locka, Florida.**

7. **Join the City of Opa-locka Parks & Recreation and Mayor & Commission for a Back to School Book bag Giveaway, Saturday, August 3, 2024 from 12:00 PM - 4:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.**

8. **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, Florida.**

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 City of Bright Opportunities"

CITY COMMISSION WORKSHOP
Wednesday, May 8, 2024
5:30 PM

1. CALL TO ORDER:

Mayor Taylor called the City Commission Workshop to order at 5:42 PM on Wednesday, May 8, 2024, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica Williams, and Mayor John H. Taylor. Also, in attendance were City Manager Darvin Williams, Assistant City Manager Shamecca Lawson, Assistant City Attorneys Candice Cobb and Jordan Gary, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. PUBLIC INPUT:

Mayor Taylor opened Public Comments. No one came forth to speak. Mayor Taylor closed Public Comments.

6. DISCUSSION ITEMS:

- **Arabian Nights Festival**
- **Historic City Hall**
- **City of Opa-locka Birthday Celebration**
- **Monthly Bingo Event**
- **Juneteenth**
- **Special Events**

Commissioner Kelley discussed the Arabian Nights Festival, budget, and efforts to secure a vendor to manage. He added that has the potential to be a signature event for the City.

Commissioner Williams said the previously discussed goal was to hire a marketing company to hire the marketing and production. She noted the proposed budget is reasonable, when compared

to other productions. Commissioner Williams recommended soliciting ideas from both the City Commission and the Community Relations Board. She suggested a concert or show.

Mayor Taylor mentioned that he met with the City Manager three weeks ago, and they agreed on the need for a production company. He proposed selecting a production company now, securing sponsorship funding this year, and then reintroducing the Arabian Nights festival next year. However, he does not support the idea of a multi-day festival.

Vice Mayor Ervin asked if the budget would increase. Mayor Taylor reiterated the creation of a sponsorship deck in order to raise funding for a successful event.

Commissioner Kelley noted the importance of developing a timeline. He would support a two-day festival and wants to engage the community on ideas.

Mayor Taylor agreed a timeline was necessary. He asked City Manager Williams if a production committee could be procured by July, to which City Manager Williams affirmed. Mayor Taylor then suggested that the production company submit proposals for the festival to the City Commission in August.

Commissioner Williams recommended involving the City's newly hired marketing firm. She stated that proposing a timeline at this stage was premature. She suggested the public engagement could also be done by the marketing firm.

Commissioner Kelley reiterated the need for a timeline and immediately engagement of the new marketing firm. He asked when the marketing firm would be in place. City Manager Williams responded that a resolution for the selection of the marketing firm would be brought forth at the May 22, 2024 City Commission meeting. Commissioner Kelley asked Mayor Taylor to have the City Clerk disseminate any bullet points previously discussed between Mayor Taylor and the City Manager.

There was consensus to secure production company by July 2024 and review proposed plans by August 2024.

City Manager Williams introduced the Historic City Hall item and asked Ms. Gross to explain the paint color options.

Ms. Adelina Gross, CIP Manager, reviewed the paint color options for Historic City Hall.

Commissioner Williams expressed that she is not in favor of any of these options. Ms. Goss stated one of the requirements of the restoration was utilization of the same or similar historic colors.

Vice Mayor Ervin asked to see the colors on material other than paper.

Commissioner Williams stated the entire City Commissioner be polled for any items regarding Historic City Hall, including purpose, programs, save the date, and ribbon cutting.

Vice Mayor Ervin agreed and does not want to host a ribbon cutting until Historic City Hall was 100% completed.

Commissioner Kelley inquired about the plan for Historic City Hall.

Commissioner Williams concurred they need a plan prior to conducting a ribbon cutting.

City Manager Williams explained that the CDBG Block grant was intended for a museum, so a portion of the funds would need to be allocated accordingly. He added the second floor would likely be the best location, leaving the first and third floors open for discussion. He noted one suggestion was an event space.

Mayor Taylor clarified the conversation he had with City Manager Williams, with a request to poll the City Commission about availability on May 14th for the ribbon cutting, in collaboration with the City's birthday. City Clerk Flores made an effort to contact all City Commissioners, but unfortunately, could not reach everyone. She explained that she was just adhering to a directive.

Discussed ensued about the ribbon cutting.

Commissioner Kelley asked the City Manager to provide the City Commission will all ideas, plans, and recommendations concerning Historic City Hall.

The conversation shifted back to the color choices for Historic City Hall. Ms. Gross presented pictures that showcased the colors more accurately.

Vice Mayor Ervin brought up the City of Opa-locka Birthday Celebration, proposing a repeat of last year's plan, which featured activities like bingo, a pool party, karaoke, and gospel music over two days.

Commissioner Williams agreed with Vice Mayor Ervin's suggestion.

Discussion ensued about the Birthday Celebration and moving bingo.

Commissioner Kelley expressed concern regarding their conduct during the discussion on this item. Additionally, he emphasized the importance of adhering to the State's procedures for submitting invoices and completing procurement in a timely manner. City Manager Williams concurred and referenced Resolution 21-9859 for consideration at a future workshop.

Vice Mayor Ervin noted that Juneteenth was not recognized last year. City Manager Williams then requested direction from the City Commission regarding how to proceed. He asked if a member of the City Commission would like to take lead on a Juneteenth event. Commissioner Williams suggested an idea involving the youth, which typically draws attendance. Vice Mayor Ervin agreed to take lead for the Juneteenth event.

Mayor Taylor summarized his discussion with the State about streamlining Special Events for the City of Opa-locka. He requested to designate each event annually and allocate a budget for them. City Manager Williams requested a workshop to discuss the proposed events. Mayor Taylor proposed that each Commissioner provide a list of suggestions, which would then be summarized into a comprehensive list for consideration. City Manager Williams also asked each Commissioner to review the list of membership and travel opportunities and indicate interest.

7. ADJOURNMENT

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the meeting was adjourned at 6:59 p.m.

_____
John H. Taylor Jr.
Mayor

_____
Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, May 8, 2024
7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:13 PM on Wednesday, May 8, 2024, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Vice Mayor Natasha L. Ervin; Commissioner Joseph L. Kelley; Commissioner Veronica Williams; and Mayor John H. Taylor, Jr. Also, in attendance were City Manager Darvin Williams; Assistant City Manager Shamecca Lawson; Assistant City Attorneys Candice Cobb and Jordan Gary; and City Clerk Joanna Flores. Commissioner Sherelean Bass was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Award Presentation by the Mayor & Commission, City Manager Darvin Williams and Chief Kenneth Ottley to the following Opa-locka Police Officers

Officer Daniel Kelly
Officer Rodney Jean-Baptiste
Officer Tiera Wooten
Officer Carlo Alexandre
Officer Dwayne Ramikie
Officer Kerby Nord

Chief Ottley provided background on the incident. Chief Ottley, City Manager Williams, and the City Commission presented two Lifesaving Awards to the officers. Officer Nord and Officer Ramikie accepted the awards.

Mayor Taylor presented a proclamation to City Clerk Flores in recognition of Municipal Clerks Week.

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to approve the Consent Agenda (items 13-1, 13-2 and 13-3).

There being no additional discussion, the motion to approve the Consent Agenda passed by a 4-0 vote.

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

7. APPROVAL OF AGENDA:

City Clerk Flores stated there was one item to add under 14-1. She read the resolution into the record:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING A PAINT COLOR FOR THE BUILDING KNOWN AS HISTORIC CITY HALL WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

City Manager Williams explained the emergency nature of the item.

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley, to amend the agenda to include item 14-1.

There being no additional discussion, the motion to amend the agenda to include item 14-1 passed by a 4-0 vote.

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

There being no additional discussion, the motion to approve the agenda passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes

Commission Williams Yes
Mayor Taylor Yes

8. APPROVAL OF MINUTES:

There were none.

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

There were no reports.

10. PUBLIC PRESENTATIONS:

Mr. Juan Fernandez-Barquin, Miami-Dade County Clerk of the Court and Comptroller, introduced himself and provided updates on initiatives included Operation Green Light, online payment plans for traffic tickets, property fraud alert system, and extended office hours.

Vice Mayor Ervin appreciated the property fraud alert system.

Commissioner Williams expressed gratitude to Mr. Fernandez-Barquin for attending.

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

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

City Clerk Flores stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Mr. Theophilus Williams, 1391 NW 95th Street, expressed concern about mental health issues and how the community needs to work together. He stated senior citizens and the community is suffering. He also noted that property taxes are out of control and developers are displacing people in the community. He said they are losing their schools to charter schools.

Ms. Audrey Dominguez, 1147 Jann Avenue, spoke about the cancelled bingo event and suggested better advertisement and communication. She commended the police officers for saving the two lives but noted the next day one of the victims passed away. She suggested someone from the Commission visit Ms. Mobley.

Ms. Chris Roberts asked what happened to the ARPA funds and expressed concern about why the demolition has not started yet on Ingram Park. She also noted a City employee who recently passed away and suggested someone more should have been done to acknowledge it.

Ms. Javannah Sawyer, 14536 NW 17th Path, said she was falsely arrested by a City police officer and described the situation. She asked for help resolving the issue.

Mayor Taylor suggested Ms. Sawyer connect with Chief Ottley.

Mayor Taylor closed the Citizens' Forum.

Commissioner Williams extended her condolences to the Mobley family.

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

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT A FEASIBILITY STUDY TO ALLOW FOR SINGLE-DIRECTION TRAFFIC IN SCHOOL ZONE AREAS DURING CERTAIN HOURS WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** ***Sponsored by Commissioner Bass***

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO CHANGE THE SCOPE OF WORK FOR THE POLICE DEPARTMENT DEMOLITION AND REBUILD/RELOCATION PROJECT AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. TO INCLUDE THE ADDITIONAL WORK ALREADY COMPLETED FOR THE INITIAL ENVIRONMENTAL REMEDIATION AND SOIL STABILIZATION OF THE OLD POLICE STATION LOCATED AT 2495 ALI BABA AVENUE, WITHIN THE CITY, IN THE AMOUNT OF FORTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY DOLLARS ($48,380.00), AND IN A CONTRACT FORM TO BE APPROVED BY THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE. DATE.** *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO THE PAYMENT PLAN AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND GLORIETA PARTNERS, LTD; RECOGNIZING NEW COMPANY OWNERSHIP, CLARIFYING SUCCESSOR LIABILITY AND SIGNATORIES RELATED TO AN OUTSTANDING WATER AND**

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

Please note that vote taken on the Consent Agenda resolutions can be viewed under agenda item 6 – Approval of Consent Agenda and Pull List.

14. NEW ITEMS:

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING A PAINT COLOR FOR THE BUILDING KNOWN AS HISTORIC CITY HALL WITHIN THE CITY ; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Assistant City Attorney Cobb.

City Manager Williams introduced the item. He stated the options were limited by the Historic Preservation Board and historical records. He noted it takes approximately three weeks for the historic paint colors to be produced.

Discussion ensued about the Options B and C.

Commissioner Williams inquired whether the placement of the colors could be modified in Option C.

There was consensus to move forward with Option C with the caveat that the administration wing wall be the same color as the front. Ms. Gross confirmed Ms. Williams' suggestion could be accommodated.

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to approve colors listed in Option C.

There being no additional discussion, the motion to approve the colors passed by a 4-0 vote.

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley, to approve Agenda Item 14-1.

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

There was none.

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on April 10, 2024). *Sponsored by City Manager*

The above ordinance was read by Assistant City Attorney Cobb.

City Manager Williams introduced the item. He explained they have been back and forth with the vendor the last two years to receive interest payments.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

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

There being no additional discussion, the motion to approve the resolution passed by a 4-0 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Williams noted that they currently have only one applicant for the scholarship and reviewed the marketing efforts. He asked the Commission whether they wanted to move forward with one application or extend the deadline.

There was consensus to extend the deadline by two weeks.

Commissioner Kelley asked about the impact on the applicant who applied by the deadline. The Commission agreed if the current applicant meets the requirements, they should be awarded one of the scholarships.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

1. **Mayor John H. Taylor Jr.**
   Financial Oversight Update provided by City Manager Darvin Williams
   Glorieta Gardens Update by City Manager Darvin Williams

City Manager Williams provided an update on Glorieta Gardens including meetings with HUD, the limited partner, and the general partner. He noted that HUD was moving forward with abatement but have run into challenges regarding continued payments on behalf of residents who may decide to remain. He said they are looking between 90 days and 6 months for rehabilitation.

Mayor Taylor asked for clarification about HUD. City Manager Williams explained that the contractor team responsible for HUD abatement recently contacted the City. One of the requirements is to meet with residents both individually and as a group to outline their rights. He confirmed that HUD continue to make payments on the residents' behalf.

City Manager Williams gave an update on the financial oversight. He said their 2023 audit would be submitted by December 2024, if not sooner, and the 2024 audit by June 2025.

Commissioner reports were done after Future Agenda Items.

Commissioner Williams asked for the update on the Summer Youth Internship Program. Ms. Mary Adams, Human Resources Director, reported that 26 applicants have applied for the program. She is currently in the process of reaching out to acknowledge their submissions. She noted that they will be meeting internally to match applicants' interests with available positions. She listed the applicants' high schools.

Commissioner Williams inquired about the number of interns they could accept. Ms. Adams responded that they could host 10 interns.

Commissioner Williams stated that Commissioner Bass would like to invite everyone to the Community Chess Challenge, hosted every first Saturday. The next program will be held May 11th from 12:00-1:30 PM at Sherbondy Village.

Commissioner Williams thanked everyone for participating in the National Day of Prayer.

Vice Mayor Ervin announced National Nurses Week, Haitian Heritage Month, and Mental Health Month. She extended her condolences to the McPhee Family, Hansfield Family, and any City employees experiencing difficult times. She corrected the misinformation and noted she announced the new May date at the previous bingo event. Vice Mayor Ervin also expressed that the City did reach out to the McPhee family.

City Manager Williams said Mr. McPhee was more than an employee, he was a family member. He noted they have been in touch with his widow and family and explained the City life insurance policy. He stated the City has also coordinated services for Mr. McPhee.

Commissioner Williams also announced Teacher Appreciation Week and shouted out all educators.

Commissioner Kelley echoed sentiments expressed to the McPhee family. He said they served approximately 300 families at the most recent farm share distribution. He noted the National Day of Prayer was a success and commended staff for their hard work. He stated the next Feeding South Florida would be held on May 16th and Meet me Monday would be held on May 13th. He attended this morning's groundbreaking for Wellspring apartments.

Mayor also expressed his condolences to the families. He announced the City's 99th Birthday Celebration on May 14th. He referenced a comment from the earlier workshop and expressed apologies if he had shown any disrespect towards his fellow Commissioners.

20. FUTURE AGENDA ITEMS:

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to add an item to rename the Public Works Week after Mr. McPhee.

There being no additional discussion, the motion to approve adding the item to Future Agenda passed by a 4-0 vote.

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

Mayor Taylor spoke about creating a Helping Hand ordinance to assist people financially when an employee has passed.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to add the item to Future Agenda.

There being no additional discussion, the motion to approve adding the item to Future Agenda passed by a 4-0 vote.

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

Commissioner Kelley requested to add the topic of mental health challenges to Future Agenda. Mayor Taylor would like to co-sponsor and asked to add recognizing May as Mental Health Month to the item.

Discussion ensued about the Social Services Department, EAP Program, and active outreach.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to add the item to Future Agenda.

There being no additional discussion, the motion to approve adding the item to Future Agenda passed by a 4-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes

Commissioner Williams Yes
Mayor Taylor Yes

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the meeting at 8:27p.m.

_____
John H. Taylor Jr.
Mayor

_____
Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

CITY OF OPA-LOCKA

"The City of Bright Opportunities"

REGULAR COMMISSION MEETING
Wednesday, May 22, 2024
7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:07 PM on Wednesday, May 22, 2024, at the City of Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Commissioner Kelley requested to pull Items 13-3 and 13-5.

Commissioner Williams asked to pull Item 13-2.

Assistant City Manager Lawson requested to defer Item 13-5.

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

There being no additional discussion, the motion to approve the Consent Agenda passed by a 5-0 vote (approved under Consent 13-1, 13-4, 13-6, 13-7, 13-8, 13-9, and 13-10).

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

7. APPROVAL OF AGENDA:

City Clerk Flores stated there was one item to add under 14-1. She read the resolution into the record:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY THOUSAND DOLLARS ($50,000) FOR IMPLEMENTATION OF A SUMMER YOUTH JOBS PROGRAM AND ENTER INTO AN AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT A; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

Mayor Taylor explained the emergency nature of the item.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to amend the agenda to include item 14-1.

There being no additional discussion, the motion to amend the agenda to include item 14-1 passed by a 5-0 vote.

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

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to approve the agenda.

City Clerk Flores noted Attorney Robert Holland requested to defer Item 16-B.1 to the June 12, 2024 Regular Commission meeting, however, City Manager Williams would like to move forward with the item.

Mayor Taylor noted the City Manager is not in attendance to discuss the item.

There being no additional discussion, the motion to defer Item 16-B.1. passed by a 3-2 vote.

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

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

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

8. APPROVAL OF MINUTES:

City Commission Workshop Minutes – April 24, 2024

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to approve Regular Commission Meeting Minutes from April 24, 2024.

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

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

Regular City Commission Meeting Minutes – April 24, 2024

It was moved by Commissioner Williams, seconded by Commissioner Bass, to approve City Commission Workshop Minutes from April 24, 2024.

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

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

ARPA Expenditures – Bob Anathan, Budget Administrator

Mr. Anathan, Budget Administrator, provided an update on the ARPA Expenditures. In total the city received $7.9M. He reviewed the projects that were selected to move forward including Artscape, improvements to Helen Miller Siegel Park, rental assistance program, commercial grants program, and restoration of the Fire Station Headquarters.

Commissioner Kelley asked how much has been expended in the rental assistance program. Mr. Anathan said approximately $150K has been expended from budgeted $250K. He clarified the deadline dates for encumbrance and expenditures and will bring forth a resolution.

Commissioner Kelley asked when they anticipate seeing the design of the Fire Station. Mr. Anathan said he would need to defer to the CIP Manager.

Mr. Anathan continued the presentation and reviewed additional projects and expenditures including; replacement and relocation of water mains; sewer smart covers and telemetry; rehabilitation or relation of pump stations; replacement of asbestos pipes; sewer relocation; pump station flow meetings; sewer system modeling; and consultants.

Mayor Taylor asked if items would come back in the form of the resolution. Assistant City Manager Lawson affirmed.

Commissioner Kelley asked about timelines for RFPs. Mr. Anathan said the two projects requiring RFPs will likely go out to bid in late summer.

Commissioner Kelley inquired about the timeline for the proposals already received. Mr. Anathan said a recommendation would be brought forth to the City Commission as the second meeting in June.

Commissioner Kelley asked about the accrued interest. Mr. Anathan stated it could be used for any general purpose and does not need to be encumbered.

City Attorney Norris-Weeks asked whether the eligible uses were checked against the federal guidelines. She noted the resolution should be brought forth prior to the RFP. Mr. Anathan replied that the consultants confirmed the funding follows the federal guidelines. Additionally, the resolutions will be for the one or two items that do not involve a purchase order. He clarified there will not be a resolution for each project. City Attorney Norris-Weeks recommended the projects should be approved by the City Commission. Mayor Taylor asked

Mr. Anathan to work with the City Attorney's Office. City Attorney Norris-Weeks expressed concern that she has not seen the list of projects prior and asked for further information.

Ms. Adelina Gross, CIP Manager, was available for questions. Commissioner Kelley reiterated his question about the design of the Fire Station. Ms. Gross said they anticipate receiving the complete plans within 60 days and then it will go out for RFP.

Hurricane Preparedness – Chief Kenneth Ottley, Chief of Police

Chief Ottley provided an update on the City's hurricane preparedness plan including the following: Saffir-Simpson Hurricane Wind Scale; supplies needed by residents and proper storage; first aid; tools; additional supplies; available Miami-Dade County shelters; and steps after the storm.

Commissioner Kelley inquired about the procedures for drain cleaning in anticipation of the upcoming hurricane season. Additionally, he sought information on the number of pumps available.

Commissioner Kelley asked if the office downstairs would serve as a command center during hurricane season, which was affirmed by Chief Ottley.

Mayor Taylor also sought an update on the progress of tree pruning.

Mr. Aria Austin, the Public Works Director, reported that drain cleaning operations are ongoing daily, with support from a subcontractor. He assured that there are a sufficient number of pumps available to manage storm events.

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

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

Mayor Taylor opened the Citizens' Forum.

City Clerk Flores stated there was one virtual public comment.

Ms. Charlotte Wright, 680 West Superior Street, said her church has been experiencing issues as a result of the road closures, including illegal dumping. She noted the church took the initiative to install No Dumping signage. She outlined improvements the church has made to the area.

Mayor Taylor said the City Manager's Office would reach out to Ms. Wright.

City Clerk Flores noted an additional virtual public comment from Mr. Emerson Harris but there was no response.

Mr. Michael Jones, 2110 Wilmington Street, brought attention to ongoing efforts in street cleanup. He presented photographic evidence highlighting instances of illegal dumping along with the associated addresses.

Mr. Don Wiggins, 11446 Coral Springs, described marketing and advertising opportunities through his firm, including celebrating Opa-locka's 99th birthday next year. He listed events and programs they highlighted for other cities.

Mr. Scott Martin, 4311 Buchanan Street, Hollywood, said his company, 2020 Media, has been working closely with the City on street furniture of bus benches and bus shelters. He anticipated they would receive a contract to replace every bus bench and bus shelters and asked for consideration.

Mayor Taylor asked Mr. Martin who he negotiated the contract with. Mr. Martin stated Mr. Aria Austin.

Chaplain Stanley Young shared his commitment to spending time with inmates, offering them a second chance at rehabilitation. He highlighted his collaboration with the Miami-Dade Department of Corrections to facilitate discussions on how inmates can make positive changes in their lives. Additionally, he addressed the challenges that individuals face upon their release from incarceration. He expressed interest in establishing a home within the community. He also spoke about homelessness and partnerships needed to address the issue.

Mr. Harv Lawson, 13059 SW 26th Street, Miramar, said he grew up in Opa-locka and proposed to create a media outlet to bring more exposure to the City. He recommended the creation of a tv station. He spoke about his foundation and opportunities to partner.

Mayor Taylor asked Mr. Lawson to leave his contact information.

Mr. Theophilus Williams, 1391 NW 91st Street, spoke about park and field improvements and importance of community input. He said taxes need to be reduced for senior citizens. He noted they need better services for the community and less development.

Mr. James Jacobs, 2161 Rollins Street, echoed Commissioner Kelley's concerns regarding the need for drain cleaning. He highlighted that despite raising the issue with the City, the drain in his neighborhood remains uncleared. He expressed frustration, indicating that he was directed to the County for responsibility, despite the ongoing problem persisting within the City limits.

Dr. Rativia Walden, 1860 Service Road, brought attention to a neighboring property that has been red tagged. She sought an update on the status of the property and emphasized that the owners are in violation of code enforcement regulations. She expressed concern about the structure during a hurricane event.

Mayor Taylor confirmed staff would connect with Dr. Walden.

Ms. Audrey Dominguez, residing at 1147 Jann Avenue, addressed the need for four-way signage on Jann Avenue following a recent accident. She urged residents to acquaint themselves with Senate Bill 290 and emphasized the importance of public records requests. She asked for an update on the public records request she submitted.

City Clerk Flores acknowledged receipt of Ms. Dominguez' public records request and would process in the morning.

Ms. Jeannette Matos, 2240 Service Road, reiterated the issues with drainage on their road.

Ms. Carla Hibbert Latimer, 20580 NW 14th Place, Miami Gardens, proposed conducting a community needs assessment to better inform community development efforts. She volunteered her services for this endeavor. Furthermore, she advocated for increased resources and support, emphasizing the importance of advocacy. Lastly, she brought attention to the issue of human trafficking within the community.

Mayor Taylor asked Ms. Latimer to leave her contact information.

Mayor Taylor closed the Citizens' Forum.

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

1. **[13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT AN INTERNAL FEASIBILITY STUDY TO ESTABLISH A FOOD PANTRY AT INGRAM PARK WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*

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

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

Commissioner Kelley introduced the item and indicated that the City Commission would deliberate on it and reach a decision at a later date. He mentioned that Feeding South Florida is currently gathering data to determine the number of Opa-locka residents benefiting from the program.

Commissioner Williams mentioned that the food pantry located in North Miami Beach operates through their Social Services Department. She directed a question to Commissioner Kelley, inquiring about his vision for who would operate the pantry in Opa-locka.

Commissioner Kelley said he would defer to the information provided by the feasibility study, including addressing the question asked by Commissioner Williams.

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

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

2. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND DOLLARS ($84,000.00) ANNUALLY, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

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

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

Assistant City Manager Lawson introduced the item, stating that nine proposals had been received, and management recommended Hip Rock Star, LLC

Commissioner Kelley expressed concern about the process, questioning why the City Commission was considering only one vendor. He also raised issues regarding the evaluation and scoring process. He suggested the City Clerk Office and Parks and Recreation should have been part of the evaluation process.

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

Vice Mayor Ervin Yes
Commissioner Williams Yes
Commissioner Kelley 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, DIRECTING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE INSTALLATION OF BUS BENCHES AND/OR BUS SHELTERS, WHERE PRACTICABLE WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor, Co-sponsored by Vice Mayor Ervin, Commissioner Bass and Commissioner Kelley*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CONDUCT AN INTERNAL FEASIBILITY STUDY TO ESTABLISH A FOOD PANTRY AT INGRAM PARK WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Kelley*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND DOLLARS ($84,000.00) ANNUALLY, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS ($263,526.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION AND GRANT AGREEMENT AMENDMENTS FOR THE AFRICAN AMERICAN HISTORICAL AND CULTURAL GRANT FOR THE OPA-LOCKA CITY**

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

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO APPROVE THE ANNUAL REPORT FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE CITY OF OPA-LOCKA'S APPLICATION TO THE SURVEY AND REGISTRATION SECTION OF THE BUREAU OF HISTORIC PRESERVATION FOR THE CITY'S INCLUSION IN THE FLORIDA CERTIFIED LOCAL GOVERNMENT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE HARRY HURT HOUSE LOCATED AT 305 DUNAD AVENUE WITHIN THE CITY AS A HISTORIC SITE, PURSUANT TO ORDINANCE 2022-02 HISTORIC PRESERVATION, PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE FISCAL YEAR 2024 UNITED STATES DEPARTMENT OF JUSTICE OFFICE ON VIOLENCE AGAINST WOMEN (OVW) TO PREVENT AND RESPOND TO THE DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND SEX TRAFFICKING AGAINST CHILDREN AND YOUTH PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE US DEPARTMENT OF JUSTICE'S COPS HIRING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

Please note that vote taken on the Consent Agenda resolutions can be viewed under agenda item 6 – Approval of Consent Agenda and Pull List.

14. NEW ITEMS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA,DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY THOUSAND DOLLARS ($50,000) FOR IMPLEMENTATION OF A SUMMER YOUTH JOBS PROGRAM AND ENTER INTO AN AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT A; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

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

Mayor Taylor introduced the item. He wanted to ensure the youth were employed in a timely manner in order to experience the full summer opportunity.

Commissioner Kelley asked the number of youth employees. Mayor Taylor confirmed the South Florida Workforce Investment Board would shepherd the whole program.

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

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

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

There was none.

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL / DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on April 24, 2024).** *Sponsored by City Manager*

This item was deferred to the June 12, 2024 Regular Commission Meeting.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Assistant City Manager Lawson stated she had no report but would share any concerns expressed during the meeting with the City Manager.

Mayor Taylor asked for a report demonstrating how the issues were cured.

Commissioner Williams requested that there be consistent consultation with the City Attorney on items presented to the City Commission. She emphasized the need for more timely communication and responses. Additionally, she noted that two items on the agenda required ratification and stressed the importance of the City Commission being more aware of such items. Finally, she addressed illegal dumping.

Assistant City Manager Lawson acknowledged the rise in illegal dumping and noted that 14 additional cameras had been installed to address the issue. She also expressed his willingness to provide a report to the City Commission on this matter.

Commissioner Williams spoke about the increase in recent break-ins.

Vice Mayor Ervin expressed concern about vicious dogs in a particular area that chased a group of children. Assistant City Manager Lawson said they will do their best to contact the County again for assistance.

Commissioner Kelley echoed Commissioner Williams' concerns regarding ratified items on the agenda. He highlighted a communication problem with the City Manager's Office and expressed concerns about road improvements and dips in the road. Additionally, he noted that the sprinkler system at Ingram Park was not functioning. Commissioner Kelley requested an update on the development on Ali Baba Avenue, which now has a for sale sign on the property. Lastly, he inquired about the status of the two Public Service Aides (PSA).

Chief Ottley described the PSA officers on staff, and they are still awaiting the vehicles for the officers. One PSA officer is going the redlight camera processing and the other is assisting with the accreditation process and preparing for the move downstairs.

Commissioner Kelley stated that the current situation is unacceptable. He emphasized that the Public Service Aides (PSA) officers were intended to be on the streets and actively engaging with the community. He asked for an update by the next meeting when those PSA officers would be on the streets.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

Commissioner Williams requested a traffic study on Ahmad Street and Jann Avenue. Mayor Taylor asked to add 143rd Street and 17th Avenue to the study. Commissioner Kelley stated he asked for the Ahmad Street and Jann Avenue traffic study over a year ago.

Additionally, she asked for one additional Code Enforcement employee.

Ms. Gross stated they are currently conducting a city-wide traffic study through the Safer Streets grant program. She anticipated the results in September 2024.

Mr. Austin reported that they had contacted the County for crash data on Jann Avenue, but the information received was insufficient to conduct a thorough study and provide additional traffic control devices. He clarified that he had provided the available statistics.

Commissioner Kelley does not recall receiving the response prior and asked for it to be shared with the City Commission.

Commissioner Williams said the city should have their own accident data and should start with their own information.

Vice Mayor Ervin spoke about the installation of a device in the problem areas.

Commissioner Kelley emphasized that there should have been greater police presence in challenging areas until solutions could be found.

Mr. Austin confirmed that he would request temporary signage from the County until the traffic study is completed.

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to direct staff to conduct a traffic study on Ahmad St., Jann Avenue and 17th and 143rd Streets.

The rest of the City Commission requested to co-sponsor the item.

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

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to increase code enforcement staffing.

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

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

Mayor Taylor requested to decrease the City of Opa-locka millage rate. Additionally, he asked to create a city-wide home rehabilitation program, prioritizing seniors and families in need. He also requested to install playgrounds with coverings in every City of Opa-locka park.

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to decrease the millage rate.

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

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to create a city-wide home rehabilitation program.

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

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

Commissioner Kelley expressed that they presently have funding allocated for playgrounds and emphasized that he does not want to delay action until the budget process.

It was moved by Commissioner Williams, seconded by Commissioner Kelley, to install playgrounds with coverings at all city parks.

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

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

Vice Mayor Ervin asked the City Manager to research benefits the City Commission used to receive. She also requested to have an attorney present at all Board meetings and Special Magistrate hearings.

It was moved by Commissioner Williams, seconded by Commissioner Bass, to research benefits the City Commission used to receive.

Commissioner Williams inquired about the current status of all boards being clerked. City Clerk Flores responded that not all boards are currently clerked, highlighting that the responsibility for assigning boards lies with the City Manager. She further mentioned that she believes the active boards are presently clerked.

City Attorney Norris-Weeks requested the fiscal impact be included with the item.

Vice Mayor Ervin asked who attends the Special Magistrate meetings. Mayor Taylor paused the conversation, noting they were simply voting on adding the item to future agenda.

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

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

20. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.
Financial Oversight Update provided by City Manager Darvin Williams
Glorieta Gardens Update by City Manager Darvin Williams

Commissioner Kelley provided a summary of the recent Town Hall held at Siegel Park, expressing his commitment to aggressively address issues within the park system. He mentioned the successful monthly Feeding South Florida distribution and ongoing data collection efforts. Additionally, he highlighted the City's 98th Anniversary and the success of related events. Commissioner Kelley conveyed concerns raised at the most recent Meet Me Monday to the City Manager's Office. He also discussed plans for the upcoming Father's Day Fishing Tournament and BBQ, as well as efforts to schedule the Special Needs Back to School Fair. Lastly, he expressed concern about conflicting information regarding the date of the City's Back to School bookbag drive.

Vice Mayor Ervin celebrated the success of the Mother's Day fish fry, describing it as a significant achievement. She expressed gratitude to the volunteers and her colleagues for their support. Additionally, she noted the overwhelming participation of over 200 individuals at the 98th Birthday bingo event. While acknowledging the success of other recent events, she mentioned that there is always room for improved attendance. Vice Mayor Ervin then announced upcoming events, including a pool party sponsored by Parks, Father's Day and Juneteenth Bingo, a Juneteenth picnic, a 4th of July community picnic and fireworks, and a book bag giveaway. She informed the audience that cheer and football registration is currently open and highlighted the City's summer camp program starting on July 17th. Vice Mayor Ervin concluded by congratulating the U-10 and U-12 flag football teams for their championship victories and expressing gratitude to everyone who contributed to the success of the City's 98th Birthday. She concluded by recognizing Public Works Appreciation Week.

Commissioner Bass expressed gratitude to the City Manager's office and City Attorney for their support at chess club, which attracted 12 new players.

Commissioner Williams expressed gratitude to everyone who contributed to the success of the City's birthday celebration. She extended congratulations to the graduating seniors. Additionally, she expressed her intention to revive the Charter Review Board now that they have a quorum.

Assistant City Attorney Lawson stated the City Manager would provide updates on financial oversight and Glorieta Gardens via email.

Mayor Taylor informed the assembly that the evaluation deadline for charter officers is approaching, set for June 1st. He requested the City Clerk to email the City Commission the evaluation tool. Mayor Taylor agreed on the importance of establishing goals and expectations for the City Manager at a strategic planning session and urged for it to take place as soon as possible. Additionally, he reminded City Commissioners to provide their lists of events, initiatives, and memberships to the City Manager for inclusion in the budget. Mayor Taylor also noted the need for a clerk for the Charter Review Board. City Attorney Flores acknowledged a delay in receiving responses from Board members but assured she would reach out again.

Mayor Kelley also mentioned the plaque dedication ceremony for Mr. McPhee at the Public Works building, with lunch to follow.

21. OFFICIAL BOARD APPOINTMENTS:

Vice Mayor Ervin stated they must receive reports from their active boards.

There were no board appointments.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Williams, seconded by Vice Mayor Ervin to adjourn the meeting at 9:34 p.m.

_____
John H. Taylor Jr.
Mayor

_____
Joanna Flores, CMC
City Clerk

[Minutes prepared by T. Baclawski, Prototype-Inc.]

Sponsored By: Commissioner Kelley

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING PUBLIC WORKS WEEK IN MEMORY OF DECEASED CITY EMPLOYEE AND RESIDENT KENDRICK MCPHEE DURING THE MONTH OF MAY EACH YEAR; ESTABLISHING A BUDGET OF TWO THOUSAND DOLLARS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on Saturday April 27th, 2024, the City of Opa-Locka's Public Works Department lost Building Maintenance employee Kendrick McPhee ("McPhee"). Before his death, McPhee was employed by the City for over two decades and was also a longtime resident. McPhee was often described as a gentle giant with an enormous heart and a warm smile. To know him was to know dependability, hard work, and integrity; and

WHEREAS, McPhee resembled the morals and mission of the Public Works Department, and the City was privileged to employ him; and

WHEREAS, annually, the City recognizes Public Works Week to highlight the unwavering dedication of its employees. In order to honor McPhee's memory and express the City's unmeasurable gratitude for his service, the City Commission desires to rename Public Works Week as *Kendrick McPhee Week* and recognize this week each year during the month of May; and

WHEREAS, the City Commission desires to allocate Two Thousand Dollars ($2,000.00) each year for celebratory expenses; and

WHEREAS, the City Commission finds it in the best interest of the City to rename Public Works Week in the memory of long-time City employee and resident Kendrick McPhee.

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

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

SECTION 2. AUTHORIZATION. The City Commission of the City of Opa-Locka, Florida hereby renames Public Works Week in the memory of long-time City employee and resident Kendrick McPhee. The City Commission further desires to allocate Two Thousand Dollars ($2,000.00) annually for celebratory expenses.

SECTION 3. SCRIVENER'S ERRORS. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney, without the need of a 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 _____, 2024.

_____
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 _____
Commissioner Kelley _____
Commissioner Williams _____
Vice Mayor Ervin _____
Mayor Taylor _____

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City of Opa-locka
Agenda Cover Memo

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City Manager:	Darvin Williams		**CM Signature:**					
Commission Meeting Date:	*6.12.2024*		**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**	
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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 Kelley		**Department:**		City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka renaming Public Works Week in the memory of long-time City employee and resident Kendrick McPhee.

Staff Summary:

On Saturday April 27th, 2024, the City of Opa-locka's Public Works Department lost Building Maintenance employee Kendrick McPhee. He has been employed with the City for over two decades and was also a long-time resident. He was often described as a gentle giant with an enormous heart and a warm smile. To know him was to know dependability, hard work, and integrity. He resembled the morals and mission of the Public Works Department, and the City was privileged to employ him. Annually, the City recognizes Public Works Week to highlight the unwavering dedication of its employees. To honor his memory and to express their unmeasurable gratitude, the City Commission desires to rename Public Works Week as Kendrick McPhee

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Week to be recognized in the month of May. There shall an annual allocation of $2,000 for celebratory expenses.

Financial Impact: Public Works Week celebratory expenses are budgeted within the Human Resources Department account 13-513398; Employee Recognition in the amount of $2000. The cumulative budget for the Employee Recognition account 13-513398 has an FY 2025 budget of $20,200. A memorial plaque placed in the Public Works department will also be purchased in FY 2024 not to exceed $200 which will be expensed to account #32-541493 General Expense which has a current balance of $2,860.

Proposed Action:

Staff recommends the approval of the renaming of Public Works Week to Kendrick McPhee Week.

Attachment:

Sponsored by: City Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AWARDING THREE (3) ONE THOUSAND, SIX HUNDRED FIFTY DOLLAR ($1,650.00) SCHOLARSHIPS THROUGH THE CITY OF OPA-LOCKA'S EDUCATIONAL SCHOLARSHIP PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 21, 2024, Five (5) One Thousand ($1,000.00) educational scholarship opportunities were made available to graduating high school seniors through the City's Educational Scholarship Program, with an application deadline of May 3, 2024; and

WHEREAS, due to the low response, the City Commission desired to extend the deadline to May 22, 2024, with a total budgeted amount of Five Thousand Dollars ($5,000); and

WHEREAS, three (3) applications were received and reviewed by City staff and the City Administrator is recommending that all three applicants be eligible to receive an educational scholarship award in the amount of One Thousand, Six Hundred Fifty Dollars ($1,650.00); and

WHEREAS, the City Commission desires to award three scholarships in the amount of One Thousand, Six Hundred Fifty Dollars ($1,650.00) to the following three applicants who timely applied: Kristen Duron, Jermaine Harrell, and Kamron Kelly.

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

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

Section 2. Approval of Scholarship Award. The City Commission of the City of Opa-Locka hereby approves the Educational Scholarship Program Awards to Kristen Duron, Jermaine Harrell, and Kamron Kelly in the amount of One Thousand, Six Hundred Fifty Dollars ($ 1,650.00) to each.

Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, 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 _____, 2024.

_____
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

City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*06.12.2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ■ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** **(***list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka awarding One Thousand Six Hundred and Fifty Dollars ($1,650.00) scholarships to Kristen Duron, Jermaine Harrell, and Kamron Kelly through the City's Educational Scholarship Program.

Staff Summary:

On February 21st, 2024, five (5) $1,000.00 educational scholarship opportunities were made available to graduating high school seniors with an application deadline of May 3rd, 2024. Due to the low response, the City Commission desired to extend the deadline to May 22nd, 2024. There was a submission of three (3) applications that were reviewed by City Administration. It was determined that the three applicants were eligible to receive the educational scholarships. The annual allocation for the educational scholarship is $5,000. It is recommended to disburse $ 1650.00 to each scholar.

Financial Impact – There is a $5,000 budget established for this purpose in the Commission budget – 10-511545. These awards will result in $50 remaining in this budget.

Proposed Action:

It is recommended that three scholarships be awarded in the amount of $1,650.00 each to Kristen Duron, Jermaine Harrell, and Kamron Kelly as part of the City's Educational Scholarship Program.

Attachment:

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 2 TO THE WW130301 LOAN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, RELATING TO THE STATE REVOLVING FUND (SRF) LOAN PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) has issued Amendment #2 for State Revolving Fund (SRF) Loan WW 130301, rescinding a portion of the loan and requesting that it be approved by the City Commission of the City of Opa-Locka ("City Commission"); and

WHEREAS, in view of the State of Florida's indication that its position is irreversible, staff recommends the Commission approve the loan amendment; and

WHEREAS, on January 27, 2015, the City of Opa-Locka ("City") entered into loan agreement No. WW130301 with FDEP for Sixteen Million, Eight Hundred Ninety-Five Thousand, Eight Hundred Eighty-Five Dollars ($16,895,885.00); and

WHEREAS, the Loan was intended to fund major sewer rehabilitation and storm water management projects. The City was able to obligate funds for two projects against the SRF Loan, which were the Design Criteria Package for major sewer rehabilitation and stormwater management and the Design-Build Roadway & Drainage Improvement of Cairo Lane & NW 127th Street; and

WHEREAS, on February 13, 2018, the City adopted Resolution #18-9454 to amend the SRF Loan by reducing the total amount to Six Million, Five Hundred Thirty-One Thousand, One Hundred Eighty-Three Dollars ($6,531,183.00), which represented the total amount to fund the two projects that had been obligated; and

WHEREAS, because of difficulties encountered by the Contractor, the Contractor terminated the contract on August 21, 2019. Due to the financial pressures the City was under, the project remained dormant until 2021, at which time an assessment was initiated to determine what had been completed by the prior contractor. Once the assessment had been completed, design was begun again and is nearing completion; and

WHEREAS, of the total loan, Two Million, Six Hundred Sixty-Six Thousand, Two Hundred Thirty-Four Dollars ($2,666,234.00) was intended for the remaining portion of Cairo Lane project; and

WHEREAS, the State of Florida ("State") has made the decision that since construction still hasn't begun on this project, this portion of the loan will be rescinded and has provided Agreement Amendment 2 for City approval; and

WHEREAS, this amendment reduces the total loan by the amount intended to complete the Cairo Lane project and reduces the annual debt repayment schedule. The State has also provided guidance as to how the City can re-apply and compete again for these funds in August 2024; and

WHEREAS, execution of Amendment 2 will result in the annual debt repayment schedule being reduced from Three Hundred Thirty-Three Thousand, Ninety Dollars ($333,090.00) to One Hundred Thirty-Eight Thousand, Eight Hundred Thirty-Seven Dollars ($138,837.00); and

WHEREAS, the City Commission finds it is the best interest of the City to accept the terms of Amendment 2 to the WW130301 Loan Agreement, attached hereto as Exhibit "A".

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

SECTION 1. RECITALS 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 execute Amendment 2 to the WW130301 Loan Agreement with the Florida Department of Environmental Protection, relating to the State Revolving Fund (SRF) Loan Program, 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 of this Resolution may be authorized by the 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 _____, 2024.

_____
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 Manager:	Robert Anathan			**Department Manager Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	June 12, 2024		**Item Type:** *(Enter X in the box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in the box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in the box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in the box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* See Financial Impact Section		**Advertising Requirement:** *(Enter X in the box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in the box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**		*N/A*		
	X						
Strategic Plan Related *(Enter X in the box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** (*list the specific objective/strategy this item will address)*		
	X		Enhance Organization ☐ Bus. & Economic Development ■ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐				
Sponsor Name:	**City Manager**		**Department:**		Financial Support Services		

Short Title:

A resolution authorizing the City Manager to accept the proposed second amendment to the WW130301 Loan Agreement with the Florida Department of Environmental Protection relating to the State Revolving Fund.

Staff Summary:

Issue / Recommendation: The Florida Department of Environmental Protection (FDEP) has issued Amendment #2 for SRF Loan WW 130301, rescinding a portion of the loan and requesting that it be approved by the City Commission. In view of the State's indication that its position is irreversible, staff recommends the Commission approve the loan amendment.

The City entered into a loan agreement on January 27, 2015, with the Florida Department of Environmental Protection (FDEP), No. WW130301 for $16,895,885. The loan was intended to fund major sewer rehabilitation and stormwater management projects. The City was able to obligate two projects against the SRF Loan, which were the Design Criteria Package for major sewer rehabilitation and stormwater management and the Design-Build Roadway & Drainage Improvement of Cairo Lane & NW 127th Street.

On February 13, 2018, the City adopted Resolution #18-9454 to amend the SRF Loan by reducing the total amount to $6,531,183, which represented the total amount to fund the two projects that had been obligated.

Because of difficulties encountered by the Contractor, the Contractor terminated the contract on August 21, 2019. Due to the financial pressures the City was under, the project remained dormant until 2021, at which time an assessment was initiated to determine what had been completed by the prior contractor. Once the assessment had been completed, design was begun again and is nearing completion.

Of the total loan, $2,666,234 was intended for the remaining portion of Cairo Lane project. The State has made the decision that since construction still hasn't begun on this project, this portion of the loan will be rescinded and has provided Budget Amendment #2 for City approval. This amendment reduces the total loan by the amount intended to complete the Cairo Lane project and reduces the annual debt repayment schedule. The State has also provided guidance as to how the City can re-apply and compete again for these funds in August 2024.

Financial Impact: Execution of Amendment #2 will result in the annual debt repayment schedule being reduced from $333,090 to $138,837. If the City is successful in restoring the availability of these loan funds, the prior debt repayment will be reinstituted. If unsuccessful, alternate funding will be identified to complete the Cairo Lane project.

Proposed Action:

In view of the State's decision to rescind a portion of SRF Loan WW 130301, staff recommends approval of this item.

Attachment(s):

1. Agenda
2. SRF Loan WW130301 Executed Amendment #1 with Florida Department of Environmental Protection
3. SRF Loan WW130301 Amendment #2 with Florida Department of Environmental Protection

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD MS 3505
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

JAN 29 2015

FED EX DELIVERY - SIGNATURE REQUIRED

Mr. Mohammad Nasir
City Engineer/CIP Director
City of Opa-Locka
3400 NW 135th Street, Building-B
Opa-Locka, Florida 33054

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CITY CLERK
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Re: WW130301 - Opa-Locka
Major Sewer Rehabilitation & Stormwater Management

Dear Mr. Nasir:

We are pleased to provide State Revolving Fund financial assistance for construction of your major sewer rehabilitation project and stormwater management project. One original of the fully executed loan agreement is enclosed. To draw money under the agreement, please call Carleen Pruyn at 850/245-8395 for assistance in completing a disbursement request. Please note that the Special Condition listed in Section 10.08 of the Agreement must be provided before any funds can be released.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/tw

Enclosure

cc: Kelvin Baker - City of Opa-Locka
Delia Rose Kennedy - City of Opa-Locka
Susan Liburd-Gooding - City of Opa-Locka
Charmaine Pachment - City of Opa-Locka

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF OPA-LOCKA, FLORIDA

CLEAN WATER STATE REVOLVING FUND
DESIGN AND CONSTRUCTION LOAN AGREEMENT
WW130301

Florida Department of Environmental Protection
State Revolving Fund Program
Bob Martinez Center
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

CLEAN WATER STATE REVOLVING FUND DESIGN AND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

WW130301

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF OPA-LOCKA, FLORIDA, (Local Government) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, the Department is authorized to make loans to local government agencies to finance or refinance the design and construction of wastewater and stormwater pollution control facilities, the planning of which have been reviewed by the Department; and

WHEREAS, the Local Government has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

NOW, THEREFORE, in consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement,, or "Loan Agreement,, shall mean this design and construction loan agreement.

(2) "Authorized Representative,, shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest,, shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository,, shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Financing Rate,, shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(6) "Grant Allocation Assessment,, shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(7) "Gross Revenues,, shall mean all income or earnings received by the Local Government from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(8) "Loan,, shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(9) "Loan Application,, shall mean the completed form which provides all information required to support obtaining design and construction loan financial assistance.

(10) "Loan Debt Service Account,, shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(11) "Loan Service Fee,, shall mean an origination fee which shall be paid to the Department by the Local Government.

(12) "Monthly Loan Deposit,, shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(13) "Operation and Maintenance Expense,, shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Pledged Revenues,, shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(15) "Project,, shall mean the works financed by this and future amendments consisting of furnishing all labor, materials, and equipment to design and construct the sewer rehabilitation and stormwater management project in accordance with the planning documents accepted by the Department for the following contracts:

(a) "Request for Design Build Proposal for Zone 1 & 2 Stormwater Project,,.

(b) "Zone 1 and 2 Wastewater Project,,.

(c) "Request for Design Build Proposal for Zone 6 Stormwater Project,,.

(d) "Zone 6 Wastewater Project,,.

The Project is in agreement with the conditional planning documentation accepted by the Department effective August 8, 2014. A Florida Categorical Exclusion Notification was published on July 8, 2014 and no adverse comments were received. This Project is a Capitalization Grant Project as defined in Chapter 62-503, Florida Administrative Code.

(16) "Semiannual Loan Payment,, shall mean the payment due from the Local Government to the Department at six-month intervals.

(17) "Sewer System,, shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(18) "Stormwater System,, shall mean all devices and facilities owned by the Local Government for the collection, transmission, detention, retention, treatment, and management of stormwater.

(19) "Water System,, shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person,, shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action as is necessary for compliance.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Local Government's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, in effect for the facilities generating the Pledged Revenues, adequately covers the customary risks to the extent that such insurance is available; and (d) any given year in which Loan funds are received, the Local Government shall submit certification that the revenue generation system is in conformance with 2.01(14) and Chapter 62-503.700(2)(h)3, Florida Administrative Code.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(14) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS-12000114-0	EPA	66.458	Capitalization Grants for State Revolving Funds	$16,895,885	140131

(2) Audits.

(a) In the event that the Local Government expends $750,000 or more in Federal awards in its fiscal year, the Local Government must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Local Government expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $750,000 threshold has not been met. In the event that the Local Government expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&ck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted,

when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

(ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

(iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Local Government shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to

such records upon request. The Local Government shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

The Local Government is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Local Government shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Local Government should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to

give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Water, Sewer, or Stormwater System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for allowance costs and reimbursement of the incurred design and construction costs and related services. Disbursement of the allowance costs shall be made upon the Department's receipt of a disbursement request form. Up to seventy percent of the estimated allowance shall be disbursed after the Loan Agreement is signed. The remainder of the allowance shall be disbursed after all procurement contracts are executed and shall be adjusted to reflect as-bid costs. The entire estimated allowance may be disbursed after the Loan Agreement is signed if the local government agrees to an allowance adjustment after all contracts have been bid. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing design and construction stating that equipment, materials, labor and services represented by the contractor's invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with design and construction contract documents; stating that payment is in accordance with the design and construction contract provisions; stating that design and construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE WATER, SEWER, AND STORMWATER SYSTEMS

5.01. RATE COVERAGE. ✓

The Local Government shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE. ✓

The Local Government shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS. ✓

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Local Government shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Water, Sewer, and Stormwater Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water, Sewer, or Stormwater System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water, Sewer, and Stormwater Systems.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Failure of the Local Government to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water, Sewer, and Stormwater Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all

years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the final amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. This Agreement may be amended after all design and construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A final amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Local Government has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Local Government.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. COMPLIANCE VERIFICATION. ✓ Law Changed

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative ✓ sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

8.09. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel Requirement as described in H. R. 3547, "Consolidated Appropriations Act, 2014,, unless the

Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.10. FISCAL SUSTAINABILITY PLAN (FSP).

The Federal Water Pollution Control Act (FWPCA) requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan (FSP) or certify that it has developed and implemented such a plan.

Under Section 603(d)(1)(E0(i) of that act, the Local Government shall (i) develop and implement a Fiscal Sustainability Plan that includes: an inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or (ii) certify that the recipient has developed and implemented a plan that meets the requirements under (i).

At a minimum, the FSP shall include: an inventory of critical assets that are part of the Project funded by this agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

An FSP certification is a certification by the Local Government that the FSP has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing an FSP under Section 603(d)(1)(E)(i), the requirement to develop and implement an FSP is a condition of the Loan Agreement and is due before the final disbursement is approved.

ARTICLE IX - DESIGN AND CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD DESIGN AND CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Assurance that the Local Government and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.09 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the Environmental Protection Agency (EPA) or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF DESIGN AND CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award design and construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing design and construction as completed, and the Water, Sewer, and Stormwater Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

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ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $16,895,885, which consists of $16,895,885 to be disbursed to the Local Government and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $337,918 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $16,895,885. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayments following the final amendment.

Capitalized Interest is computed on the assessed Loan Service Fee at the Financing Rate, or rates and included in the final amendment. It accrues and is compounded annually from the final amendment date until six months before the first Semiannual Loan Payment is due. A service fee assessed in a final amendment occurring later than six months before the first Semiannual Loan Payment date would not accrue Capitalized Interest charges.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

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10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment.

Each Semiannual Loan Payment shall be in the amount of $430,845 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on July 15, 2018 and semiannually thereafter on January 15 and July 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $17,233,803, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit. The Local Government agrees to the following estimates of Project costs:

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PROJECT COSTS

CATEGORY	COST($)	AUTHORIZED LOAN AMOUNT($) TO DATE
Planning	512,806	*Line items*
Design	1,369,000	*may vary*
Design and Construction	29,883,022	*based on*
Technical Services	900,000	*actual*
Less Planning provided in WW130300	(512,806)	*disbursements*
SUBTOTAL (Disbursable Amount)	32,152,022	16,895,885
Capitalized Interest	0	0
TOTAL (Loan Principal Amount)	32,152,022	16,895,885

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on November 12, 2014. Invoices submitted for work on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for January 15, 2018.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than January 15, 2018.

(4) A clear site title certification shall be submitted before any construction funds are disbursed.

(5) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due April 15, 2018. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(6) The first Semiannual Loan Payment in the amount of $430,845 shall be due July 15, 2018.

10.08. SPECIAL CONDITION.

No construction funds will be disbursed until the Department receives the appropriate permit(s) and site certification(s).

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW130301 shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Program Administrator and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Program Administrator.

for

CITY OF OPA-LOCKA

City Manager

Attest:

City Clerk

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

City Attorney

SEAL

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Program Administrator
State Revolving Fund

JAN 27 2015

Date

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW130301
CITY OF OPA-LOCKA

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF OPA-LOCKA, FLORIDA, existing as a local government agency (Local Government) under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties,, or individually as a "Party,,.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW130301, authorizing a Loan amount of $16,895,885, excluding Capitalized Interest; and

All contracts have been awarded for this Project and the Semiannual Loan Payment, the Loan amount, and Project costs need revision based on final bid amounts as provided in Section 10.06.

The Parties hereto agree as follows:

1. Subsection 1.01(15) of the agreement is deleted and replaced as follows:

(15) "Project,, shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to design and construct the sewer rehabilitation and stormwater management project in accordance with the planning documents accepted by the Department for the "Cairo Lane and NW 127th Stormwater, Wastewater and Drinking Water Project,, contract.

2. The Loan amount authorized for disbursement is hereby reduced by $10,364,702. The revised Loan amount is $6,531,183.

3. The estimated Loan Service Fee is reduced $207,294, and the adjusted total service fee for this Loan is $130,624.

4. The estimated principal amount of the Loan is hereby revised to $6,531,183, which consists of $6,531,183 authorized for disbursement to the Local Government and $0 of Capitalized Interest at an interest rate of 0 percent per annum .

5. The Semiannual Loan Payment amount, is hereby revised and shall be in the amount of $166,545. Such payment shall be received by the Department on July 15, 2018 and semiannually thereafter on January 15 and July 15 until all amounts due hereunder have been fully paid.

6. The Semiannual Loan Payment amount is based on the total amount owed of $6,661,807, which consists of the Loan principal plus the estimated Loan Service Fee and its capitalized interest, if any.

7. Section 2.03 is hereby deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS-12000114-0	EPA	66.458	Capitalization Grants for State Revolving Funds	$6,531,183	140131

(2) Audits.

(a) In the event that the Local Government expends $750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&ck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR &200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR &200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the final amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the final amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

8. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel Requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

9. The following four sections are added to the Agreement as follows:

8.11. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at http://www.dep.state.fl.us/water/wff/index.htm as "Signage Guidance for Capitalization Grant Projects,,.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) **IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850) 245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

The Local Government certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Local Government agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

10. Section 10.06 PROJECT RELATED COSTS is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	COST ($)
Design Activities costs	1,369,000
Construction and Demolition	4,850,206
Contingencies	311,977
TOTAL (Loan Principal Amount)	6,531,183

11. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 1 to Loan Agreement WW130301 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF OPA-LOCKA

City Manager

Attest:

City Clerk

SEAL

Approved as to form and legal sufficiency:

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

2/13/18
Date

STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW130301
CITY OF OPA-LOCKA

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF OPA-LOCKA, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW130301, as amended, authorizing a Loan amount of $6,531,183, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by $2,666,234. The revised total amount awarded is $3,864,949.

2. The Loan Service Fee is $77,299. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $3,864,949.

3. The total amount of the Loan to be repaid is $3,942,248. This consists of $3,864,949 disbursed to the Local Government, plus service fee charges of $77,299.

4. The total amount remaining to repay, which amount accounts for the Department's receipt of 12 Semiannual Loan Payments is $1,943,708, consisting of unpaid principal of the Loan of $1,866,409 and an unpaid service fee charge of $77,299.

5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of $69,418.14. Such payments shall be received by the Department on July 15, 2024, and semiannually thereafter on January 15 and July 15 of each year until all amounts due hereunder have been fully paid.

6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS-12000114-0	EPA	66.458	Capitalization Grants for State Revolving Funds	$3,864,949	140131

7. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS ($)
Design Activities Costs	1,079,054
Construction and Demolition	2,785,895
SUBTOTAL (Total Disbursed)	3,864,949
Capitalized Interest	0
TOTAL (Loan Principal Amount)	3,864,949

9. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 2 to Loan Agreement WW130301 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF OPA-LOCKA

_____
City Manager

Attest: Approved as to form and legal sufficiency:

_____ _____
City Clerk City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Opa-Locka
Funding Number: CW-130301

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-130301	1	$166,545.00	Jul 15, 2018	0.000 %	$166,545.00					$3,864,949.00
	2	$166,545.00	Jan 15, 2019	0.000 %	$166,545.00					$3,698,404.00
	3	$166,545.00	Jul 15, 2019	0.000 %	$166,545.00					$3,531,859.00
	4	$166,545.00	Jan 15, 2020	0.000 %	$166,545.00					$3,365,314.00
	5	$166,545.00	Jul 15, 2020	0.000 %	$166,545.00					$3,198,769.00
	6	$166,545.00	Jan 15, 2021	0.000 %	$166,545.00					$3,032,224.00
	7	$166,545.00	Jul 15, 2021	0.000 %	$166,545.00					$2,865,679.00
	8	$166,545.00	Jan 15, 2022	0.000 %	$166,545.00					$2,699,134.00
	9	$166,545.00	Jul 15, 2022	0.000 %	$166,545.00					$2,532,589.00
	10	$166,545.00	Jan 15, 2023	0.000 %	$166,545.00					$2,366,044.00
	11	$166,545.00	Jul 15, 2023	0.000 %	$166,545.00					$2,199,499.00
	12	$166,545.00	Jan 15, 2024	0.000 %	$166,545.00					$2,032,954.00
	13	$235,963.14	Jul 15, 2024	0.000 %	$166,545.00			$69,418.14		$1,866,409.00
	14	$69,418.14	Jan 15, 2025	0.000 %	$61,537.28	$0.00	$0.00	$7,880.86	$0.00	$1,804,871.72
	15	$69,418.14	Jul 15, 2025	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,735,453.58
	16	$69,418.14	Jan 15, 2026	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,666,035.44
	17	$69,418.14	Jul 15, 2026	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,596,617.30
	18	$69,418.14	Jan 15, 2027	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,527,199.16
	19	$69,418.14	Jul 15, 2027	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,457,781.02
	20	$69,418.14	Jan 15, 2028	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,388,362.88
	21	$69,418.14	Jul 15, 2028	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,318,944.74
	22	$69,418.14	Jan 15, 2029	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,249,526.60
	23	$69,418.14	Jul 15, 2029	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,180,108.46
	24	$69,418.14	Jan 15, 2030	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,110,690.32
	25	$69,418.14	Jul 15, 2030	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,041,272.18

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Opa-Locka
Funding Number: CW-130301

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-130301	26	$69,418.14	Jan 15, 2031	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$971,854.04
	27	$69,418.14	Jul 15, 2031	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$902,435.90
	28	$69,418.14	Jan 15, 2032	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$833,017.76
	29	$69,418.14	Jul 15, 2032	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$763,599.62
	30	$69,418.14	Jan 15, 2033	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$694,181.48
	31	$69,418.14	Jul 15, 2033	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$624,763.34
	32	$69,418.14	Jan 15, 2034	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$555,345.20
	33	$69,418.14	Jul 15, 2034	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$485,927.06
	34	$69,418.14	Jan 15, 2035	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$416,508.92
	35	$69,418.14	Jul 15, 2035	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$347,090.78
	36	$69,418.14	Jan 15, 2036	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$277,672.64
	37	$69,418.14	Jul 15, 2036	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$208,254.50
	38	$69,418.14	Jan 15, 2037	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$138,836.36
	39	$69,418.14	Jul 15, 2037	0.000 %	$69,418.14	$0.00	$0.00	$0.00	$0.00	$69,418.22
	40	$69,418.22	Jan 15, 2038	0.000 %	$69,418.22	$0.00	$0.00	$0.00	$0.00	$0.00
CW-130301 Totals					**$4,031,494.00**	**$0.00**	**$0.00**	**$77,299.00**	**$0.00**	

Combined

Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
7/15/2018	1	$166,545.00	$166,545.00					$3,864,949.00
1/15/2019	2	$166,545.00	$166,545.00					$3,698,404.00
7/15/2019	3	$166,545.00	$166,545.00					$3,531,859.00
1/15/2020	4	$166,545.00	$166,545.00					$3,365,314.00
7/15/2020	5	$166,545.00	$166,545.00					$3,198,769.00

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Opa-Locka
Funding Number: CW-130301

Combined								
Date	**Payment #**	**Payment**	**Principal**	**Interest**	**GAA Fees**	**Service Fee**	**SF Int**	**Left To Pay**
1/15/2021	6	$166,545.00	$166,545.00					$3,032,224.00
7/15/2021	7	$166,545.00	$166,545.00					$2,865,679.00
1/15/2022	8	$166,545.00	$166,545.00					$2,699,134.00
7/15/2022	9	$166,545.00	$166,545.00					$2,532,589.00
1/15/2023	10	$166,545.00	$166,545.00					$2,366,044.00
7/15/2023	11	$166,545.00	$166,545.00					$2,199,499.00
1/15/2024	12	$166,545.00	$166,545.00					$2,032,954.00
7/15/2024	13	$235,963.14	$166,545.00			$69,418.14		$1,866,409.00
1/15/2025	14	$69,418.14	$61,537.28	$0.00	$0.00	$7,880.86	$0.00	$1,804,871.72
7/15/2025	15	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,735,453.58
1/15/2026	16	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,666,035.44
7/15/2026	17	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,596,617.30
1/15/2027	18	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,527,199.16
7/15/2027	19	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,457,781.02
1/15/2028	20	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,388,362.88
7/15/2028	21	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,318,944.74
1/15/2029	22	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,249,526.60
7/15/2029	23	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,180,108.46

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Opa-Locka
Funding Number: CW-130301

Combined								
Date	**Payment #**	**Payment**	**Principal**	**Interest**	**GAA Fees**	**Service Fee**	**SF Int**	**Left To Pay**
1/15/2030	24	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,110,690.32
7/15/2030	25	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$1,041,272.18
1/15/2031	26	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$971,854.04
7/15/2031	27	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$902,435.90
1/15/2032	28	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$833,017.76
7/15/2032	29	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$763,599.62
1/15/2033	30	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$694,181.48
7/15/2033	31	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$624,763.34
1/15/2034	32	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$555,345.20
7/15/2034	33	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$485,927.06
1/15/2035	34	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$416,508.92
7/15/2035	35	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$347,090.78
1/15/2036	36	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$277,672.64
7/15/2036	37	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$208,254.50
1/15/2037	38	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$138,836.36
7/15/2037	39	$69,418.14	$69,418.14	$0.00	$0.00	$0.00	$0.00	$69,418.22
1/15/2038	40	$69,418.22	$69,418.22	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**$4,108,793.00**	**$4,031,494.00**	**$0.00**	**$0.00**	**$77,299.00**	**$0.00**	

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS A DONATED METAL DETECTOR, AS SURPLUS PROPERTY; 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 property 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 City has an existing surplus Resolution 08-7317 which serves as the standard for how property is to be declared surplus within the City; and

WHEREAS, when deemed in the best interest of the City, such property is subject to lease, sale or otherwise disposal in a manner beneficial; and

WHEREAS, the City Manager has determined that the property identified as a metal detector donated by the South Florida School of Excellence should be declared as Surplus Property; and

WHEREAS, the City Manager has confirmed that all conditions precedent to Resolution 08-7317 have been met prior to the City Commission's consideration; and

WHEREAS, the City Commission finds it is the best interest of the City to declare certain City-owned property, identified as a metal detector donated by the South Florida School of Excellence, 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 property, identified as a metal detector donated by the South Florida School of Excellence, 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 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 _____, 2024.

_____
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)

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City of Opa-locka
Agenda Cover Memo

DocuSigned by:
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City Manager:	Darvin Williams		**CM Signature:**					
Commission Meeting Date:	*06.12.2024*		**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**	
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka declaring certain city property identified as an aerial drone and a metal detector as surplus property.

Staff Summary:

Pursuant to Resolution No, 08-7317, the City Commission is granted the authority to declare city property that has been inadequate for public purposes as surplus property. When deemed in the best interest of the City, such property is subject to lease, sale or otherwise disposal in a manner beneficial to the community. The City Administration expresses the desire to declare an aerial drone previously purchased by the former Information Technology Director on August 29, 2022. In addition, the city is in possession of a metal detector assigned to the Police Department that should also be declared as surplus.

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The aerial drone is not licensed, and staff were never trained to utilize the equipment. The drone was manufactured in China, and according to the National Defense Authorization Act (NDAA), those drones are prohibited due to potential data breaches and cyber-attacks. This is outlined in Part A of Section 889 of the NDAA. Part A became effective on August 13, 2019. This act prohibits the government from obtaining (through a contract or other instrument) certain telecommunications equipment (including video surveillance equipment) or services from a list of entities and their subsidiaries. Part has been added to the Federal Acquisition Regulation (FAR) at subpart 4.21. DJI is the manufacturer of the drone and is one of the entities or subsidiaries listed on the Department of Defense's website (www.defense.gov).

The Department of Defense (DOD) position is that systems produced by Da Jiang Innovations (DJI) pose potential threats to national security.

It is believed the items have become inadequate and should be disposed of.

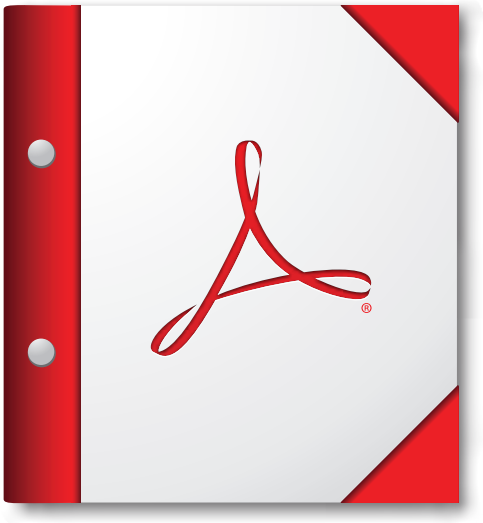
Financial Impact: There is no financial impact.

Proposed Action:

Staff recommends the City Commission declares certain city property identified as an aerial drone and a metal detector as surplus property.

Attachment:

Photo of aerial drone
Photo of metal detector



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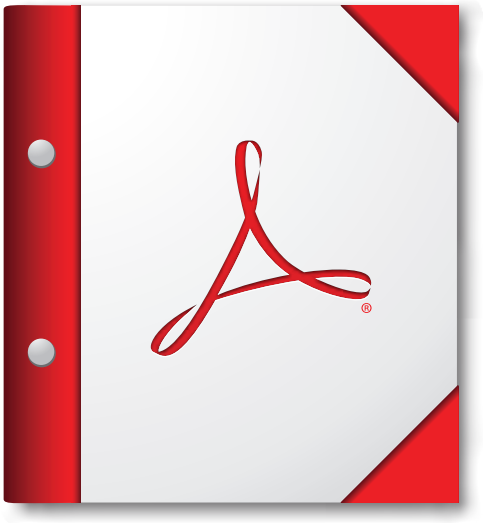
Get Adobe Reader Now!



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Get Adobe Reader Now!

Sponsored by: City Manager

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO REQUEST MIAMI-DADE COUNTY TO CONDUCT A FEASIBILITY STUDY TO INSTALL A HIGH VISIBILITY PEDESTRIAN CROSSWALK ON ALI-BABA AVENUE NEAR THE TRI-RAIL STATION, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Opa-Locka recommends that the City Commission authorize a request to be made to the Miami-Dade County's Traffic Section to perform all necessary traffic surveys to determine the need for and feasibility related to installing a High Visibility pedestrian crosswalk on Ali-Baba Avenue near the Tri-Rail Station, within the City of Opa-Locka ("City"); and

WHEREAS, the City Manager has determined that if the traffic study confirms the need for a High Visibility pedestrian crosswalk on Ali-Baba Avenue near the Tri-Rail Station within the City, the various cost options for installation of a crosswalk will be included as part of the traffic study report; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to approve a request to Miami-Dade County to conduct a feasibility study for the potential installation of a High Visibility pedestrian crosswalk on Ali-Baba Avenue near the Tri-Rail Station, within the City.

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 submit a request to the appropriate Miami-Dade County department(s) requesting that a feasibility study be conducted pertaining to a High Visibility pedestrian crosswalk on Ali-Baba Avenue near the Tri-Rail Station, within the City.

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

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

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City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	DocuSigned by:			
City Manager:	Darvin Williams			**CM Signature:**	C40C07C1E8DE492...			
Commission Meeting Date:	*06/12/2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to conduct a feasibility study for high visibility at the pedestrian crosswalk on Ali-Baba Avenue near the Tri-Rail Station.

Staff Summary:

A resolution of the City Commission of the City of Opa-locka, Florida, directing the City Manager to request Miami-Dade County conduct a Feasibility study to install a High Visibility pedestrian crosswalk on Ali Baba Avenue in front of Tri-Rail Station as determined by the traffic study. Current conditions present a danger for pedestrians crossing Ali-Baba Avenue.

Financial Impact: There is no cost associated with the County conducting a traffic study . If the study confirms the need for a High Visibility Crosswalk on Ali Baba Avenue, the cost of various installation options for a crosswalk will be included as part of the traffic study report.

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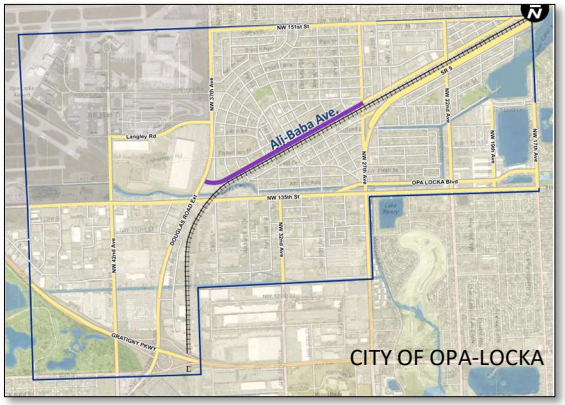
Proposed Action:

Staff recommends the City Manager be authorized to submit a request to the Miami-Dade County traffic section to perform all necessary traffic surveys, to determine the feasibility of installing a high Visibility Pedestrian Crosswalk on Ali Baba Avenue in front of Tri-Rail Station.

Attachment:

1. Agenda
2. Location and Proposed Improvements

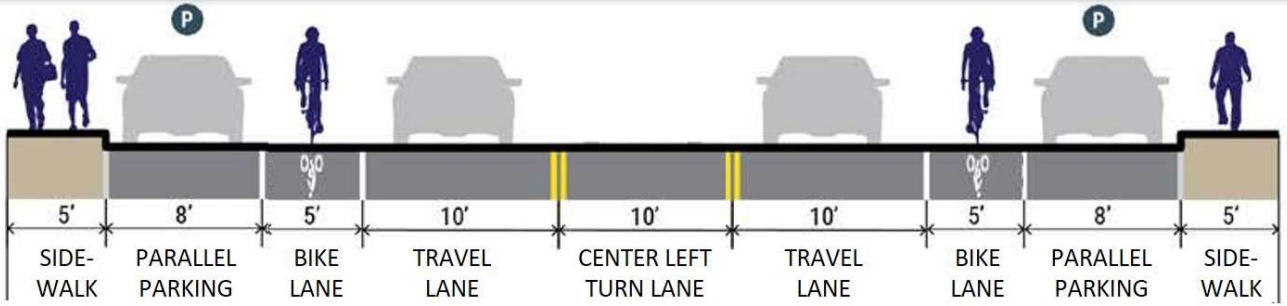




ALI-BABA AVE.

(from NW 37th Ave. to NW 27th Ave.)

EXISTING CONDITIONS



TYPICAL SECTION
APPX. 70' RW



PROPOSED SIGNALIZED CROSSWALK AND GREEN COLORED BIKE LANE

Sponsored by: City Manager

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING STANDARD DEPARTMENTAL OPERATING PROCEDURES PURSUANT TO CITY OF OPA-LOCKA RESOLUTION #23-035; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City") is in need of various Standard Operating Procedures (SOPS) to address various aspects of City Operations; and

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the City Manager is the chief administrative officer of the City who shall be responsible for the administration of all City affairs and for carrying out City policies and procedures; and

WHEREAS, pursuant to Resolution 23-035, the City Manager was required to develop policies and procedures for all departments of the City, as well as citywide policies; and

WHEREAS, standard operating procedures (SOPs) are known as step-by-step instructions compiled by a city to assist management and employees in carrying out operations. SOPs aim to achieve efficiency, quality output and uniformity of performance while reducing miscommunication and failure to comply with set standards and regulations; and

WHEREAS, passage of Resolution 23-035 required the then Interim City Manager to conduct a comprehensive review, compile information, create and implement SOPs for each City Department and Citywide and further review and update annual polices not later than December 31st of each year; and

WHEREAS, the City Manager has appropriately reviewed departments and desires to present certain policies and procedures for consideration by the City Commission; and

WHEREAS, upon City Commission approval, the new departmental and City protocol shall be effective and immediately implemented Citywide; and

WHEREAS, the City Commission finds it in the best interests of the City and its residents to approve the Departmental Standard Operating Procedures for the Departments of Police, Code Compliance, Planning and Community Development, Information Technology and Parks and Recreation, attached hereto as Composite Exhibit "A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CITY OF OPA LOCKA, FLORIDA:

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

SECTION 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby approves the Departmental Standard Operating Procedures for the City Departments of the Departments of Police, Code Compliance, Planning and Community Development, Information Technology and Parks and Recreation, attached hereto 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 of this Resolution may be authorized by the City Manager, following review and approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____day of _____, 2024.

_____
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

City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*6.12.2024*	**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**	
			Public Hearing: *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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 of Opa-locka authorizing the City Commission to review and approve the City's departmental operating and citywide standard policies and procedures.

Staff Summary:

During an Operational Audit, the City's policies and procedures were found to be antiquated and required significant revisions. The creation of a standard operating manual is intended to establish efficiency, quality output and uniformity of performance while reducing miscommunications of regulations. Pursuant to Resolution No. 23-035, City Administration has drafted the policies and procedures for the following departments and are prepared to present them to the City Commission for review.

- Capital Improvement Projects

- Police
- Code Compliance
- Planning and Community Development
- Information Technology
- Parks and Recreation

Upon approval, the new departmental and city protocol shall be effective immediately and implemented Citywide.

Financial Impact-

Proposed Action:

Staff recommends the approval of the City's departmental operating and citywide standard policies and procedures.

Attachment:

Capital Improvement Program (CIP)
Each year, the City of Opa-locka staff will create a long-range capital improvement plan (CIP). The CIP included for budget consideration will define and prioritize the capital projects that the City of Opa-locka plans to take on in the next five years. Project appropriation will be for the current budget year (1 year), and the 5-year CIP will demonstrate the current priorities and intentions for the 5-year period. Years 2-5 are for illustrative/planning purposes. It is understood that circumstances and priorities may change.

- **Definition of a capital project.** ***Capital Improvement Project -*** *A permanent addition to the city's assets of major importance and cost*. As defined by the City of Opa-locka, a capital improvement project is an investment of public/and or private funds totaling $25,000 or more for a project with a three or more-year useful life. Examples of capital projects include the construction of a new structure, the reconstruction of an existing structure, or the renovation of a structure that extends its useful life. The costs of planning, design and engineering, land acquisition, construction, renovation, demolition, equipment, and studies are all considered when calculating capital expenditures. Additionally, ongoing operating and maintenance costs will be considered during project evaluation and prioritization, and included in the annual capital improvements program. [This will demonstrate the TOTAL project cost].

- **Needs assessments.** All projects in the CIP, with minor and few exceptions, should be based on needs assessments performed by City Staff to determine the benefit of the asset compared to its cost. (Sample Format is provided in Attachment A)

Policy
Any single capital item costing $25,000 or more or twice this threshold ($50,000) for a capital project consisting of multiple line items costing less than $25,000 each shall be included in the CIP. Any capital item funded from a fund other than the general fund. The capital item should have a useful life of five years or longer.

Capital projects shall be undertaken in order to satisfy documented needs or demands of the City. All capital projects shall be evaluated in terms of their estimated impact on the annual operating budget.

Capital improvement projects shall meet one or more of the following criteria:
- Ensure compliance with state or federal law or administrative regulation or decree.
- Enhance the protection of public health and safety.
- Reduce and/or stabilize operating budget costs.
- Prolong the functional life of a capital asset of the City by more than 10 years.
- Enhance the City's tax base.

CIP Project Identification

Each year during the annual budget cycle, after Council Priorities are established, City of Opa-locka staff with recommendations from Boards and Commissions and public input will recommend projects for the CIP. At a minimum, identified projects include the following information:

- **Needs Assessment**
- **A summary of the project scope**
- **Long-term operating and maintenance costs.** A plan will identify the cost to operate and maintain the asset over its life cycle.
- **Funding source.** Project proposals will describe where the funding is expected to come from to acquire, operate, and maintain the asset.
- **Project timing.** Project proposals will identify the proposed schedule for planning, bidding, construction, and other milestones in acquiring the asset.
- **How the CIP Projects support City Commission goals and objectives and Strategic Plan**

CIP Review

During the annual budget cycle, the City Manager, Managing Directors, Finance Department staff, Department Directors, Interdepartmental Review Team and applicable department personnel will review project proposals, determine project phasing, and review and evaluate the CIP section for the proposed budget.

CIP Budget Appropriations

The City's annual CIP appropriation is based on the projects designated by City Commission through the adoption of the annual budget. If new projects are identified or additional resources are necessary throughout the fiscal year they will be brought to Council for review and approval If, after adopting the budget and making appropriations, City Management deems it necessary, it may transfer appropriated moneys between funds or between spending agencies within a fund, as determined by the original appropriation level.

CIP Carryforward Projects

There are cases where a CIP project is a multi-year effort and other projects that are not completed or have no progress. A summary of such projects will be submitted as part of the annual budget process for review and approval.

CIP Project Procedures:

a. The CIP and other City departments will assess and propose projects based on needs assessments, departmental requests for capital improvements, and any other City programs that include improvements to public infrastructure, buildings, assets, and public works and significant capital equipment expenditures.

b. The CIP Department shall then review, assess, prioritize, and recommend a five-year capital improvement plan based on the needs assessments, financing capabilities, and capital policies. The proposed plan shall include recommended financing alternatives and specific project timetables.

The projects to be presented shall include the following information and be presented to the Budget Department, City Management, and City Commission for approval (Guidelines for each section of the Project Presentation Format are provided in Attachment B).:

- Project Title
- Cost Estimate by year and the basis for the estimate
- Estimated useful life of the capital project
- Priority area as defined in the criteria above
- Description of the project
- Estimated annual impact on the operating budget
- Benefits of the project
- Other information including possible funding sources
- Estimated implementation schedule and completion date

Attachment A
Needs Assessment Project Prioritization (Sample):

Financial Information Assessment

1. What is the total budget appropriation request for the current year (this should include any prior year funding that is needing to carry forward)
2. Does the project leverage any non-city funding?
    a. How much funding is leveraged?
    b. What is the source?
    c. Is the leveraged funding committed?
3. How have ongoing operations and maintenance been evaluated?
    a. What are the assumptions behind the ongoing operational costs included?
    b. What are the project maintenance costs?
    c. Will the project need to be replaced at the end of its useful life? How will it be paid for?

Project Timetable

What is the expected timetable for the project? This should include and identify timeframes for plan development, bidding, construction, and project closeout.

Goal Attainment

Please provide a narrative and reference specifically how the project contributes toward the attainment of the Strategic Plan.

Prioritization

The following items should be answered by evaluating each scoring area on a five-point scale with a rating of "1" for "No" or if the item is not applicable, to a rating of "5" for "Yes" unequivocally or that the project fully addresses that item directly.

1. Is the project legally required or in response to a legal mandate by Charter, State of Florida or Federal Government?
2. Does the project help address health, life and safety concerns of the citizenry?
3. Is the project necessary to provide a minimum level of service to the community and address needs in under-served population?
4. Was there significant public engagement in the development of the project?
5. Does the Project fit within the Strategic Plan?
6. Does the project leverage non-City funding (grants, loans, bonds)?
7. Has the project been developed as part of a larger scale asset plan?
8. If this project moves forward, will it inhibit other priority projects from moving ahead?
9. Fulfill an unmet need?

10. Complete a vision?
11. What is the economic impact?
12. Are there more efficient, effective ways to achieve the goal?
13. Does this project have a long-term effect on reducing operating or maintenance costs?

Attachment B
Project Presentation Format

Guidelines for each section of the Project Presentation Format are provided below.

Contact Information – Contact information, including name, address, phone number and email address, for the person submitting the Project should be provided.

Project Name – A name should be designated for the purpose of reference. It should be brief but should provide enough information to allow readers to distinguish between other similar projects. For instance, "Opa-locka Boulevard Traffic Signal" would be better than "Traffic Signal Improvement."

Total Project Cost – The total project costs should include all costs for the project.

Type – To categorize the projects, select an option (equipment, improvement, maintenance or unassigned) from the drop-down menu.

Project Description – The description should provide sufficient detail to permit a full understanding of the nature and scope of the project by someone with little to no knowledge of the project. If the project is the construction of a facility, the square footage and/or number of stories should be provided. A more detailed description of the location of the project and its relation to existing facilities or other proposed projects should also be provided.

Project Justification – Detailed reasons and rationale for the project should be provided. Statements of inadequacy must be supported by comparison with accepted standard practice. For instance, "…construction of fire station at this location will increase area of City reachable within IAFF standard response time of 6 minutes or less."

Expenditure Schedule – The various components* (planning/design, land acquisition, construction/maintenance, equip/vehicles/furnishings) of project implementation should be listed as well as the total cost each year. Estimate as closely as possible all costs necessary to complete the project. Estimates are to be on the basis of present costs and should be reassessed each year.

*Planning/Design costs include research or planning/feasibility studies, preliminary and final design and engineering plans for the project.

Construction/Maintenance costs should include all landscaping and inspections. Equipment costs reflect all miscellaneous equipment/furnishings to initially equip and furnish a facility.

Operational/Budget Impact – An attempt should be made to identify and quantify any net impact of the project on the operating budget for the year of the project and years following completion of the project.

Operational/Budget Schedule – The various anticipated operational/budget components (maintenance, staff costs, supplies/materials, other) of the project should be listed as well as the total cost each year.



CODE COMPLIANCE

POLICIES AND PROCEDURES

CODE COMPLIANCE OPERATING PROCEDURES

The City of Opa-locka's Code Compliance department is made up of a team of experienced and dedicated Code Compliance officers determined to help the city become a safe and healthy municipality. The Code Compliance department consists of the following positions: 1) Code Compliance Manager 2) Code Compliance Supervisor 3) Code Compliance Officers 4) Administrative support and their duties and responsibilities are as follows:

1) ***Code Compliance Manager:*** Manage and oversee daily tasks, Act as liaison between the City and respondents in all code related issues and challenges. Coordinate with Police & Public Works Director on special assignments to ensure a high level of code compliance, nuisance abatement and public safety. Work in conjunction with other City departments, i.e. Community Development, and Building & License to assure compliance with site plans, permits and appropriate uses throughout the city. Work with outside entities, i.e. DERM and Miami Dade county to address environmental violations. Prepare amnesty requests for the City Manager's review and approval.

2) ***Code Compliance Supervisor:*** Supervise field inspections of applicable state laws, local laws, codes, and ordinances pertaining to code compliance. Provide directives and guidance to Code Compliance Officers in educating and achieving compliance throughout the community. Assist with issuing notices/citations if necessary. Work in conjunction with other city departments on addressing illegal dumping, homeless encampments, and illegal businesses, including special task force for field operations.

3) ***Code Compliance Officers:*** Patrol entire city within individual zones 1- 4, East and West side of the city. Identify code violations of commercial and residential properties. Work in conjunction with housing inspector on illegal construction and unpermitted violations. Notify residents and businesses of code violations by sharing information on City ordinances for educational purposes. Issue notices and/or citations to repeat violators or respondents that fail to comply after warning notice is issued. Hearing scheduled if violation is not abated after 30-60 days. Work with various departments on special task force for compliance.

4) ***Administrative Support:*** Prepare reports for lien search and other code-related requests and updated requests from various title companies, property owners, realtors, etc. Responsible for recording and release of liens. Prepare for pre and post special master monthly hearings. Prepare monthly collection and hearing notices. Assist customers with code related issues, i.e. notices, citations, liens, reports, court orders, etc. Prepare department requisitions.

To promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards or magistrate with authority to impose administrative fines and other noncriminal penalties

to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities where a pending, or repeated violation continues to exist.

Always act in a courteous manner while promoting education of our city code of ordinances through communication, notices, literature, and workshops.

As of July 1, 2021, Code Compliance Officers in Florida can no longer investigate anonymous complaints. Under the new Florida law, all tipsters making a complaint must leave at the minimum their name and address, otherwise, code compliance departments cannot investigate. However, we do encourage everyone to submit their complaints and our staff will determine whether Florida law would support us initiating an investigation. Officers, still have authority to investigate anonymous complaints they deem to be an "imminent" threat to public safety, health, or welfare, or imminent destruction of habitat or sensitive resources."

ENFORCEMENT PROCEDURE

Notice of Violation and Notice of Hearing

Pursuant to Section 8-1-2 of the City of Opa Locka Code, The Code Inspector hereby gives notice of an uncorrected violation of the City of Opa Locka code, as particularly described, and requests a Public Hearing before the Code Enforcement Special Master.

Unless Respondent corrects the violation described herein by the date set for said hearing(s) and contacts the undersigned Code Inspector to verify compliance with City Code cited herein, notice hereby given pursuant to 8-1-20 of the City's Code of the City of Opa Locka, a PUBLIC HEARING will be conducted before the Code Enforcement Special Master and whereas the City of Opa Locka, Florida, pursuant to 162.09 F.S. (2003) imposes court cost as part of costs associated with enforcement of code violation.

(1) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided with a reasonable period to correct the violation before the hearing is held.

NOTICES

1. All notices must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or the address listed in the county property appraiser's database. The local government may also provide an additional notice

to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation.

(b) If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting of the property. This paragraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15years of age and informing such person of the contents of the notice; of

(d) In the case of commercial premises, leave the notice with the manager or other person in charge.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and place of its posting.

3. A code enforcement officer may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before investigation may occur. This paragraph does not apply if the code.

ISSUANCE OF CITATION

(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance.

(b) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time within which the person must correct the violation. Such time shall be no longer than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe the violation presents a serious threat to the public health, safety, or welfare or if the violation is irreparable or irreversible.

(c) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.

9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgement may be entered against the person for an amount up to the maximum civil penalty.

4. After issuing a citation to an alleged violator, a code enforcement officer, a certified copy shall be mailed to the respondent and a copy of citation documented in office file or scan document.
5. A county or municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:
    - That a violation of a code or an ordinance is a civil infraction.
    - A maximum civil penalty not to exceed $500.
    - A maximum civil penalty or less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.
    - For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
    - For the contesting of a citation in county court.
    - Such procedures and provisions are necessary to provide for the enforcement of a code or ordinance under the provisions of this section.

6. Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in section 775.082 or section 775.083.

7. The provisions of this part shall not apply to the enforcement pursuant to section 553.79 and 553.80 of the Florida Building Code adopted pursuant to section 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

Designation of enforcement methods and penalties for violation of municipal ordinances. – The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

NOTICE TO APPEAR

(1) A code enforcement officer, designated pursuant to section 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.
(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time within which the person must correct the violation. Such time shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer may immediately issue notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator, or if the violation is irreparable or irreversible.

CONDUCT OF HEARING

The Special Magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The Special Magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

Should a respondent not show up at the hearing their case will still be heard in absence, declared as default, and the Special Master will make a final judgement.

(1) Each case before an enforcement board shall be presented by the Special Magistrate or local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the Special Magistrate or enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under section 162.09(3).

(2) At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in the **section. 162.09(1),** the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be

recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

ADMINISTRATIVE FINES, COST OF REPAIRS, LIENS

(1) An enforcement board or Magistrate, upon notification by the code inspector that an order of the enforcement board or Magistrate has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in section 162.06(4), the enforcement board or Magistrate shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create such a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board or Magistrate finds a violation irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a)

(2)(a) A fine imposed pursuant to this section shall not exceed $250 per day for a first violation and shall not exceed $500 per day for a repeat violation, and in addition, may include all costs of repairs pursuant to subsection

(1). However, if a code enforcement board or Magistrate finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed $5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board or magistrate shall consider the factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed the by the violator;

(c) An enforcement board may reduce a fine imposed pursuant to be this section

(3) A certified copy of an order imposing a fine or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgement by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgement except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until

the violator comes into compliance or until judgement is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. **After 3 months from the filing of any such lien which remains unpaid, the enforcement board or magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgement for the lien plus accrued interest.**

DURATION OF LIEN

No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commended pursuant to section 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien.

APPEALS

An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. **An appeal shall be filed within 30 days of the execution of the order to be appealed.**

USE OF CODE ENFORCEMENT VEHICLES

It is an inherent knowledge that the vehicle used by the staff of Code Enforcement belongs to the City of Opa-Locka; and the use of Code Enforcement vehicles are solely for City Business only. This internal policy applies to all staff working in the Code Enforcement Department.

• All adjustment, changes and use of Code Enforcement Vehicles require the prior approval from the Manager of Code Enforcement. No other Department Manager may override this process without prior written approval from the City Manager.

• It is against City of Opa-locka Policy for any vehicle owned by the City to be used for personal matters.

• No vehicle may be assigned or change-out without prior written approval of the Code Enforcement Manager.

• If the Code Enforcement vehicle to which you are assigned requires service, the Code Enforcement Manager must be notified in writing, i.e., email, or by filling out the vehicle notification form.

Additionally, please adhere to the following policy:

• No smoking in the City vehicle.

● You cannot allow any other City employee to operate your assigned vehicle without prior written approval.

● The vehicle cannot be operated by anyone other than the assigned employee without approval.

● You must lock vehicle when parked or conducting inspections.

● You must always maintain a valid Florida Driver's License.

● You cannot operate the City vehicle under the influence of alcohol, illegal drugs or prescribed medication that can impair your judgement to operating a City vehicle safely.

● You should inspect your vehicle daily to ensure gas, and tire pressure are suitable for vehicle operation. Once a week check to ensure all fluids, i.e., coolant, windshield and brakes are at appropriate levels.

ACCIDENTS

• If you are involved in an accident the Manager of Code Enforcement must be notified after contacting 911 or law enforcement. Never accept responsibility for an accident without approval from the City Manager, Code Enforcement Manager, or City of Opa-locka Law Enforcement.
• Never guarantee payment or repair of another vehicle (if applicable). The City Manager or her/his designee with handle the matter on behalf of the City.

PARKING

• Code Enforcement vehicles are to be parked in the designated areas at the conclusion of your assigned work shift/schedule unless you are paying for a take home vehicle.

• The City of Opa-locka will not assume any liability for theft, vandalism for personal belongings left in City vehicle.

Failure to follow this policy and guidelines can result in disciplinary action including but not limited to written warning, counseling statement suspension with or without pay or termination.

I have read and understand my responsibilities for using a City of Opa-locka Code Enforcement Vehicle.

_____ _____

Employee Signature Date

_____ _____

Manager of Code Enforcement Signature Date

_____ _____

Witness Date

Information Technology Policy Manual As of May 1, 2019

Updated September 26, 2022
V1.2(2)

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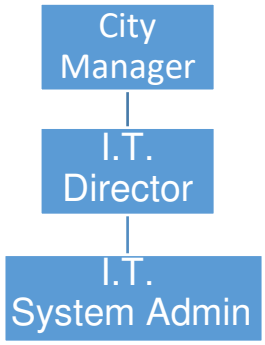
Policy 1.0 - Governance Policy

1.1 Policy

The purpose of Information Technology (IT) Department governance is to align the roles and responsibilities of the I.T. Department with the roles and responsibilities of all the City's departments.

1.2 Management and Organization

The Information Technology Department reports to the City Manager.



1.3 Vision

Enabling access to City Government, making it available to anyone, at any time, from anywhere.

1.4 Mission

The I.T. Department is committed to delivering technological solutions to provide citizens, businesses, and city employees with convenient access to information and services in the most cost-effective manner.

1.5 Responsibilities

I.T. Department –
The primary responsibility of the I.T. Department is to align I.T. with business goals, implement new technology, control I.T. costs, increase efficiencies, ensure confidentiality, integrity, availability and provide systems and end-user support for all information technology functions in Opa-locka Government. The majority of the tasks performed fall into three programs; Support, Research & Development, and Training.

Technical Support: Most of the work performed by the I.T. Department falls under this program. It encompasses all helpdesk activities, hardware replacement and upgrades, software installation and upgrades, system administration, and support of communication systems such as the IP Telephony phone systems, cellular phones, and analog devices.

1.5 Responsibilities – (CONTINUED)

Research & Development: Through this program new technology is evaluated, purchased, and implemented. As technology changes, and the role technology plays in our government's daily activities change, we need to continuously assess the application of that technology, insuring that we implement solutions that improve job efficiency and meet all regulatory requirements. Through this program the I.T. Department works with other City departments to find the technology solutions that best meet their needs.

Training: As technology changes so do the skills required to support and use it. This program provides for the ongoing skills training of I.T. Department staff and assists other departments in providing end-user training tailored to the needs of their staff. The I.T. Department will sponsor in-house training on applications and systems specific to the needs of our City, as well as outsource training where necessary.

City Manager
Provide oversight to the I.T. Department

1.6 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 2.0 - Computer Hardware

2.1 Policy

All computer hardware purchased for use within the City shall be authorized by the I.T. Department.

2.2 Purpose/Description

I.T. will authorize all purchases and installation of all computer hardware to ensure conformance to City technical standards, to meet computer security requirements, and to interface properly with other computerized equipment at the City. Employee-owned hardware may not be connected to the City network without prior authorization by the I.T. Department Manager.

2.3 Enforcement

The Purchasing Department will reject all requests for computer hardware that are not approved by the I.T. Department. Any computer hardware found to be in use without I.T. approval will be disconnected immediately. The incident will be reported to the violator's Department Head and may result in disciplinary action.

2.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Work with I.T. to determine hardware needs and to develop an appropriate annual budget. Obtain I.T. approval to purchase any hardware prior to doing so.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

Purchasing Department – Ensure that the I.T. Department has authorized all requests for computer hardware.

I.T. Department - I.T. must authorize all purchases and installation of all computer hardware. I.T. will maintain and periodically inventory all hardware within the City to confirm policy enforcement and to provide for verification of fixed asset tracking for insurance purposes.

2.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 3.0 - Computer Software

3.1 Policy

All computer software purchased or downloaded for use within the City shall be authorized and installed by the I.T. Department. I.T. will also provide for the maintenance of any packaged software and upgrade that software as needed. This policy applies to all operating system software as well as application software.

3.2 Purpose/Description

I.T. will authorize and install city-owned computer software to ensure conformance to City technical standards, to meet computer security requirements, and to interface properly with other computerized hardware and/or software within the City as required. Employee-owned software may not be connected to the City network.

3.3 Software Acquisition

It is the policy of the City of Opa-locka to always purchase packaged software unless there is an overwhelming business need to create a custom package. The I.T. Department does not have the resources to develop or maintain custom software packages.

All proprietary software purchases must provide for escrowing of software source code.

All software packages must be purchased with software maintenance agreements that will be maintained by the I.T. Department.

Acquiring software is a joint responsibility between the I.T. Department and the using department. The using department is responsible for ensuring the software will meet their functional needs. I.T. will ensure the software can technically operate in the City's environment and provide cost and budget information into the decision making process.

3.4 Enforcement

The Purchasing Department will reject all requests for computer software that is not authorized by I.T.. Any computer software found to be in use without I.T. approval will be removed immediately. The incident will be reported to the violator's Department Head and may result in disciplinary action.

3.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Work with I.T. as an equal partner in the acquisition process. The using department will provide a primary and secondary liaison to the software vendor for direct application support. The I.T. Department will assist the using department with unresolved support issues.

3.5 Responsibilities (CONTINUED)

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

Purchasing Department – Ensure that the I.T. Department has authorized all requests for computer software.

I.T. Department – Work with using department as an equal partner in the acquisition process. Maintain the software in an operational state, including software upgrades, patches, and fixes. Ensure renewal of all support agreements. Assist the end-user with application support issues when the end-user is unable to resolve issues directly with the software vendor.

3.6 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 4.0 - E-mail

4.1 Policy

The City encourages the business use of e-mail as a productivity enhancement tool. E-mail access will be granted to all City employees unless specifically denied by the employee's Department Head and/or the City Manager.

4.2 Purpose/Description

The purpose of this policy is to clearly define the acceptable use of the City's e-mail system and what actions are prohibited.

4.3 Ownership of the E-mail System

The City's e-mail system belongs to the City of Opa-locka and the contents of all e-mail communication are accessible at all times by the City, with or without advance notice. Although an employee may have a personal password, the City Manager or his designee, without the employee's knowledge or consent, can access e-mail on the City's e-mail system whether business related or personal. Nothing in or on the e-mail system should be considered confidential. The employee has no right to privacy of e-mail.

4.4 Acceptable Use

Use of the City's e-mail system is intended for City related business. All employees are to use e-mail as they would any other type of official City communications tool. When any e-mail is transmitted, both the reader and sender should consider if the communication falls within ethical guidelines. No communication should contain confidential information. Communication by e-mail is encouraged when it results in the most efficient and/or effective means of communication.

City employees are permitted incidental and occasional personal use of the e-mail system, and such use will be treated the same as other business related e-mail messages. The following are guidelines when using the City's e-mail system for personal use:

- Personal incoming or outgoing e-mail must be kept to a minimum so that it does not consume more than a trivial amount of system resources
- Personal incoming or outgoing e-mail must not interfere with an employee's productivity

4.5 Prohibited Uses

The following uses are prohibited:

- Charitable or fundraising campaigns unless specifically approved in advance by the City Manager
- Solicitations or proselytization for commercial ventures, chain letters, religious or personal causes, or outside organizations or other similar, non job-related solicitations

4.5 Prohibited Uses (CONTINUED)

- E-mails that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of forbidden transmissions include sexually-explicit messages, gambling, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message that may be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, religious or political beliefs

- Use of e-mail to send copies of documents in violation of copyright laws

- Use of the e-mail system to compromise the integrity of the City or its business in any way

- Use of e-mail to offer for sale non-City related items. The Employee Newsletter, which provides a "For Sale" section and is distributed internally via City e-mail, is excluded.

- Do not forward suspicious emails to the IT department or other users.

4.6 Retention of E-mail

The IT Department maintains an email archival system. All incoming and outgoing email is archived on the archiving server and is searchable by the Information Technology for public records requests. User mailboxes will have a mailbox quota to limit the amount of email retained on the email server in order to improve performance, since users can search their email from the archive server instead of from their mailbox.

4.7 Mailbox Limits

The I.T. Department will set mailbox and message size limits that are appropriate to the stability and adequate performance of the e-mail system.

4.8 Enforcement

The I.T. Department will provide for the enforcement of these policies through the use of monitoring technology and report violations to the Department Head of the offending employee for disciplinary action, if necessary.

4.9 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Must maintain e-mails in accordance with State of Florida Public Records Laws. Must coordinate long-term storage with the I.T. Department, when necessary.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Manage mailbox limits. Monitor and report violations.

4.10 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 5.0 - Internet

5.1 Purpose and Description

The City encourages the business use of Internet access as a productivity enhancement tool. Internet access will be granted to all City employees unless specifically denied by the employee's Department Head and/or City Manager.

5.2 Acceptable Use

Use of the City's Internet access is intended for City related business. All employees are to use Internet as they would any other type of official City tool. Users should consider ethical guidelines.

City employees are permitted incidental and occasional personal use of the City's Internet system, and such use will be treated the same as any other legitimate business access. The following are guidelines when using the City's Internet system for personal use:

- Personal usage must be kept to a minimum so that it does not consume more than a trivial amount of system resources
- Personal usage must not interfere with an employee's productivity

5.3 Prohibited Use

Any use of the Internet for "moonlighting", soliciting for commercial ventures, gambling, religious or personal causes, or outside organizations, or for other similar non job-related solicitations is strictly prohibited. Use of the City's Internet to access any site or material that is sexually explicit, pornographic, obscene, that may be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, or religious or political beliefs, or has the potential to cause the City public harm or disrepute is strictly prohibited.

Users shall not install any browser plug-in or "enhancement applications" such as Flash, Real Media, Quick Time, Shock Wave, browser toolbars, etc., without permission by the I.T. Department. This includes, but is not limited to: pop-up blockers, anti-spyware programs, screen savers, background changers, or any other item that is not provided by the I.T. Department as part of the original system configuration or added by IT.

5.4 Security and Blocked Access

The I.T. Department will provide for Internet security that includes, but is not limited to, firewall protection, specific routing, profiles, and passwords. Web sites that have no legitimate business purpose may be blocked from access. All web traffic with the exception of HTTP may be blocked from access until a specific business use is demonstrated. An audit trail of access to sites may be maintained by the I.T. Department to investigate possible violation of City policy or breach of security.

5.5 Public Representation

No media advertisement, Internet home page, electronic bulletin board posting, electronic mail message, or any other public representation about the City of Opa-locka may be issued unless appropriate management has granted approval.

5.6 Enforcement

The I.T. Department will monitor Internet access through the use of technology tools. Violations will be reported to the Department Head and/or the City Manager of the offending employee for disciplinary action, if necessary.

5.7 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Manage Internet security. Monitor and report violations.

5.8 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 6.0 - Access to Computer Systems

6.1 Policy

It is the policy of the City of Opa-locka to only grant access to systems and programs that are required in the performance of an individual's job. Temporary access will be granted to individuals on a temporary basis when filling in for someone on vacation or other leaves of absence, and to outside parties for the purposes of fulfilling their obligations to the City. Department Heads must authorize access to systems and software under their control.

6.2 Purpose/Description

The purpose of this policy is to ensure that individuals only have access to the software and systems that are required to perform their duties. This minimizes the risk of internal security violations.

6.3 Enforcement

Access authorization documentation will be generated for each individual indicating what software and/or systems are to be accessed and what privileges (read, write, etc.) are permitted. I.T. will ensure that only authorized rights and privileges are granted to the employee. Violations will be reported to the Department Head of the offending employee for disciplinary action, if necessary.

6.4 Responsibilities

End-Users - Must be aware of these policies and ensure compliance.

Department Heads – Provide written authorization for access rights and privileges to the I.T. Department on Form 7-1 - I.T. Authorization Form (see Appendix A). Annually review and reconfirm accuracy of access rights and privileges. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Grant rights and privileges for system access based upon submission of Form 7-1 from an authorized individual. Manage and audit user access rights.

6.5 Policy History

Created April 14, 2019

Updated: September 26, 2022

Policy 7.0 - Password Security

7.1 Policy

All City computer systems are user identification (UID) and password protected to identify who is using the system and what rights and privileges they may have within the system. Multi-factor authentication will be implemented in phases starting in January 2023.

7.2 Purpose/Description

All City computer systems are protected by UID and passwords. City computer systems may monitor access by UID and records can show such information as who logged in, when they logged in, and what they accessed on the system.

It is the responsibility of the user to protect his/her password as they would any other identification number such as social security number, credit card number or other such personal information. Passwords shouldn't be shared, with the exception of providing them to the I.T. Department staff for support purposes; however, should users share their passwords with others, the users assume full responsibility. In the event passwords are written, they must be kept in a secure location.

7.3 General Requirements

Passwords must meet Microsoft's complexity requirements. Passwords must be at least ten characters long, must not contain any part of the user's name, must include three of the following four categories: uppercase characters, lowercase characters, numbers, non-alphanumeric, (special) characters such as ~!@#$%^&*_-+=`|\(){}[]:;"'<>,.?/. Password requirements for applications may vary.

Passwords for network access login must not be duplicated any other accounts outside of the city network (i.e. Apple ID, department specific applications, vendor website, etc.)

Passwords must not be duplicated on personal computers systems and personal accounts.

Passwords must not be inserted into email messages and other forms of electronic communication.

Do not reveal a password over the phone to ANYONE.
Do not reveal a password in an email message.
Do not reveal a password in front of others.
Do not reveal a password on questionnaires or security forms or other documents.
Do not share a password with family members.
Do not reveal a password to co-workers.

If someone demands a password, refer them to this document or have them call the IT Department. If an account or password is suspected to have been comprised, report the incident to the IT Department staff and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by the IT Department staff or its delegates. If a password is guessed or cracked during one of these scans, the user will be required to change it or the account may be disabled.

Passphrases are not the same as passwords. A passphrase is a longer version of a password and is, therefore, more secure against "dictionary attacks". A good passphrase is relatively long and contains a combination of upper and lowercase letters, numeric, punctuation and special characters. All of the rules above that apply to passwords apply to passphrases.

7.4 Password Expirations

Network logon passwords will expire on a 90-day basis and must be changed. Users may not reuse the last 24 network logon passwords.

7.5 Enforcement

I.T. will monitor the use of UID and passwords to ensure only authorized users access the system and to determine that passwords have not been written down and left in unsecured locations. Violations of this policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

7.6 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Follow password policy requirements and maintain confidentiality of UID and passwords.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Issue passwords with proper authorization and monitor compliance of the policy.

7.7 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 8.0 – Data File Storage

8.1 Policy

End-users shall store data files on the City's network servers in designated locations.

8.2 Purpose/Description

The purpose of this policy is to ensure that individuals save data files in designated locations to ensure daily backup of files to tape or other media for purposes of restoration in the event of a disaster or other unforeseen circumstance.

8.3 Enforcement

Should the I.T. Department find City data files on an end-user's computer, I.T. staff will assist end-users with relocating files to a network server. Continued violations of this policy will be reported to the Department Head for disciplinary action, if necessary.

8.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Must save all data files in designated locations on network file servers.

Department Heads –Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Assist end-users with relocating files to network servers. Report violations to Department Heads.

8.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 9.0 - Public Records Request

9.1 Policy

It is the policy of the City of Opa-locka to direct all computer system public records requests to the Information Technology Department pursuant to the City of Opa-locka Records Management Plan.

9.2 Purpose/Description

Although much of the information generated by a City is subject to public records requests, there are a number of exceptions that are provided for in Chapter 119 of the Florida State Statutes. Disseminating information that is subject to these exceptions is a serious violation of State law. All public records requests for electronic records should be forwarded to the City Clerk, or designee, for proper handling. No end-user should provide electronic information to any individual without first obtaining authorization from the City Manager or designee.

9.3 Enforcement

Employees are expected to follow this policy. Violations of this policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

9.4 Responsibilities

End-Users - Must be aware of these policies and ensure compliance. Redirect

electronic public records request to the City's Clerks office.

City Clerk – Receive and process request in accordance with Florida State Statutes and the City of Opa-locka Records Management Plan. Designate fulfillment duties for the request to the appropriate department staff member if desired.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Assist City Clerk or designee with compiling electronic public records requests when needed.

9.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 10.0 - Instant Messaging/Chat

10.1 Policy

Instant Messaging and all related tools (voice chat, file transfer and sharing, etc.) are prohibited on City computers, with the exception of authorized messaging software for internal use only.

10.2 Purpose/Description

External instant messaging/chat is prohibited due to the inherent security risks associated with these programs. The I.T. Department may provide messaging software for internal use only. All internal Instant Messaging chat sessions will be logged for the sole purpose of accommodating public record requests. The messages will be retained for a period of time in accordance with the State of Florida General Records Schedules. Employees are to assume there is no right to privacy for electronic communications on the City's communication devices.

10.3 Enforcement

Any instant messaging/chat software found to be in use without I.T. approval will be immediately removed. Instant messaging/chat websites may be blocked. The incident will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

10.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Shall not install or utilize instant messaging/chat programs, websites, etc.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Monitor activity, remove and confiscate unauthorized instant messaging/chat software, block access to instant messaging/chat websites, and report violations.

10.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 11.0 - Importing External Data

11.1 Policy

Importing data files for currently supported applications on City owned computers is permitted under certain conditions. Data files for applications not currently supported must be reviewed by the I.T. Department prior to importing.

11.2 Purpose/Description

This policy relates to the importing or copying of any file that does not already reside on a City computer. Importing files of any currently supported application is permitted via the following methods: CD, USB drive, or e-mail. Images (photos) on digital camera media may be imported to City computers.

All other files must be authorized by the I.T. Department prior to importing.

Supported applications include, but are not limited to, Microsoft Word (.doc, .dot, .rtf, .txt), Microsoft Excel (.xls), Microsoft PowerPoint (.ppt), Microsoft Access (.mdb), Microsoft Publisher (.pub), Microsoft Outlook (.eml, .pst), Adobe Acrobat (.pdf), and Adobe Photoshop (.psd, .bmp, .gif, .jpg).

Other file types may pose a significant threat to the City's computer system and are not permitted to be imported without authorization from the I.T. Department. These file types include, but are not limited to, the following:

- Archives/Compressed - .cab, .gz, .gzip, .jar, .rar, .rpm, .tar, .tgz, .z, .zip
- Executables - .bat, .chm, .class, .cmd, .com, .dll, .drv, .exe, .lnk, .ocx, .pif, .reg, .scr, .sys, .vxd
- Scripts - .asp, .hta, .htx, .js, .php, .php3, .vb, .vbs, .ws, .wsc, .wsf, .wsh, .wst

All imported files must be manually scanned for viruses using the local anti-virus software by the end-user before accessing the files.

11.3 Enforcement

It is expected that employees will adhere to the policy. Violations of this policy will be reported to the Department Head for disciplinary action, if necessary.

11.4 Responsibilities

End-Users - Must be aware of these policies and ensure compliance. When necessary, work with I.T. to import non-supported data files and ensuring manual virus scans are completed prior to access.

11.4 Responsibilities (CONTINUED)

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Work with employees who have a need to import data files that have potential hazards. Report violations.

11.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 12.0 – Digital Data Backup and Recovery

12.1 Policy

Data files maintained on the network servers will be routinely backed up to electronic media located offsite of the data center, for the sole purpose of restoration, not preservation.

12.2 Purpose/Description

Information Technology will conduct backups of critical data on a Daily basis. Backups will be conducted on a more frequent schedule when possible. Disk backup appliance and media will be stored offsite for the designated period of time stated below and will be used for restoration in the event of a disaster.

12.3 Backup Audit Logs

The I.T. Department will maintain a log of all backup jobs within the backup software.

12.4 Backup Job Schedule

Disk Backups will be performed as frequently as possible throughout the day while limiting the impact on system performance.

No backup job shall be kept on disk for more than three months. Backups of servers with limited changes shall only be kept on disk for 30 days. In the event of a disaster requiring system restoration from backup media, information processed that day, or since the last good backup, may be lost and will be the responsibility of the user to re-process.

12.5 Enforcement

The I.T. Director will periodically audit the backup logs to ensure the backups are properly maintained and stored off-site by I.T. staff. Continued violations of this policy will result in disciplinary action.

12.6 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Responsible for notifying the I.T. Department immediately upon determining that data may be lost and need to be restored from backup media.

Department Head – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Provide for backup of network data, maintain appropriate electronic logs, and store backup media offsite. Report any user violations to the Department Head for action.

12.7 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 13.0 – Remote/Mobile Network Access

13.1 Policy

The City will only grant remote access to end-users for systems and programs that are required in the performance of their job.

13.2 Purpose/Description

The policy provides a secure means for end-users to access programs and data from outside of the City's network. It also ensures integrity and security of network and systems by minimizing threats and vulnerabilities associated with access to systems via external networks.

13.3 Enforcement

Department Heads must authorize all remote access in writing on Form 14-1 I.T. Authorization Form (Appendix A). The I.T. Department will provide for the enforcement of these policies through the use of mobility management software and other technology tools.

13.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Shall not utilize any mobile technology device without authorization by the Department Head and the I.T. Department. Shall maintain physical security of remote/mobile devices and protect them from physical intrusion, theft, loss, fire, hazardous materials, flood, and other damages. Shall report and all incident to the IT Department immediately.

Department Heads – Provide written authorization for access rights and privileges to the I.T. Department on Form 14-1 - I.T. Authorization Form (see Appendix A). Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Procure, configure, and install authorized remote/mobile devices with latest security measures as determined necessary for connectivity to the City network. Monitor remote access to the City network to thwart attempts of unauthorized access and to ensure access control methods are effective.

13.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 14.0 – Voice Mail

14.1 Policy

The City provides voice mail access to all City employees with desk phone and/or cell phone access unless specifically denied by the employee's Department Head and/or City Manager. Voice Mail is an enhanced feature of desk phones and cell phones and should be utilized as any other communications tool.

14.2 Purpose/Description

The purpose of this policy is to clearly define the acceptable use of the City's voice mail systems, and establish voice mail storage and retrieval guidelines. Employees are to assume there is no right to privacy for electronic communications on City communication devices.

14.3 Acceptable Use

Use of the City's voice mail system is intended for City related business. All employees issued voice mail boxes are to use them as they would any other type of official City communications tool. No communication should contain confidential information. Communication by voice mail is encouraged when it results in the most efficient and/or effective means of communication.

Incidental and occasional personal use of the voice mail system is permitted by the City employees but these communications will be treated the same as other business related communications. The following are guidelines when using the City's voice mail systems for personal use:

- Personal incoming or outgoing cell calls must be kept to a minimum so that it does not result in additional cost to the City above the normal monthly telephone operational expense.

- Storage and management of personal incoming or voice mail calls must not interfere with an employee's productivity and must not utilize any more than a nominal amount of storage space on the City's voice mail system.

14.4 Prohibited Uses

The following uses are prohibited:

- Charitable or fundraising campaigns unless specifically approved in advance by the City Manager

- Solicitations or proselytizations for commercial ventures, religious or personal causes, or outside organizations or other similar, non job-related solicitations

14.4 Prohibited Uses (CONTINUED)

- Communications that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of forbidden voice mail communications include sexually-explicit messages; inappropriate jokes; unwelcome propositions; ethnic or racial slurs; or any other communication that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, religious or political beliefs

- Use of the City's voice mail in any way that compromises the integrity of the City or its business

- Use of voice mail to offer for sale non-City related items

14.5 Abusive Use

All City voice mail boxes are subject to internal and external audits. Abusing the use of City voice mail will result in the suspension of voice mail box privileges and may lead to other disciplinary actions.

14.6 Storage

The IT Department will determine the amount of voice mail system storage necessary to adequately meet the needs of the users while balancing the impact of the storage on the phone system.

14.7 Access and Retention

End-users may access their voice mail messages through Avaya IP Office. Voice mail messages are typically considered as transitory messages under Chapter 119 of the State of Florida public records laws. Transitory records are created primarily to communicate information of short-term value, and they are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.

Should end-users determine that a voice mail record does indeed meet retention requirements under the public records law, they will need to contact the Information Technology Department for retention until destruction date is reached.

14.8 Enforcement

The I.T. Department will provide for the enforcement of these policies through monitoring voice mail box usage and reporting violations to the Department Head for disciplinary action, if necessary.

14.9 Responsibilities

End-Users – Store voice mails that have retention requirements within their user folders outside of the voice mail system. Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

14.9 Responsibilities (CONTINUED)

I.T. Department - Monitor usage and report violations.

14.9a Policy History

Created: April 14, 2019

Updated: September 26, 2022

Policy 15.0 – Security Incident Response

15.1 Policy

The I.T. Department will respond to computer security incidents, which may occur within the City of Opa-locka government.

15.2 Purpose/Description

The purpose of this policy is to clearly define the roles, responsibilities, and communications procedures for responding to computer security incidents, and to detail the incident classifications.

15.3 Scope

Computer security incident response policy is applicable to all City information and infrastructure computing resources, at all levels of sensitivity, whether owned and operated by the City or operated on behalf of the City.

15.4 Leadership Role

Computer security incident response management shall be provided by the I.T. Manager, and support members may include the System Administrator, Human Resources Director, Police Chief, City Manager and others as deemed necessary.

Computer security incident response management is for the purpose of investigating an apparent information security incident and to minimize damage to the City's computer systems.

The role of the I.T. Director or designee is to respond rapidly to any suspected security incident by identifying and controlling the suspected incident, notifying end-users of proper procedures to preserve evidence, and report all findings to the City Manager.

15.5 Computer Security Incident Classification

15.5.1 Identifying Computer Security Incidents

A security incident is any event resulting in the City's computer systems, networks, or data being viewed, manipulated, damaged, destroyed, or made inaccessible by any unauthorized activity.

15.5.2 Notification of Computer Security Incidents

Successful incident handling requires employees to immediately contact the I.T. Department to report incidents. Contact should be made by phone or in person without delay.

15.5.3 Classification of Computer Security Incidents

It is the responsibility of the I.T. Department to classify security incidents into two classes based on the severity of incident: Class 1 and Class 2.

Class 1 Incidents: Localized and/or Minor.

Examples of Class 1 incidents are:

- Localized virus attacks
- Internet abuse, excluding criminal behavior
- Incidents traceable to user error or system failure
- Minor attempts at intrusion, scanning, or pinging
- Missing I.T. devices or equipment
- Theft of I.T. devices

Class 2 Incidents: City-wide and/or High Impact.

Examples of Class 2 incidents are:

- Coordinated, distributed attacks
- Any attacks which cause denial of service
- Financial fraud involving computers
- Unauthorized activity involving a file server or host
- Theft of proprietary information
- Unauthorized activity involving any sensitive system (Financials, Public Safety, IT, etc.)
- Internet abuses which violate either Federal or State law
- Web defacement
- Customer data compromised

15.6 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Report any suspicious activity to the I.T. Department by phone or in person without delay. Document actions taken prior to awareness of suspicious activity.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department –

- Evaluate incident to make initial determination of classification/severity and notify City Manager of Class 2 events.
- Inform all other users who are affected by the security incident of the necessary actions to control the incident.
- Determine if criminal investigation support is needed.
- Perform appropriate back tracing, technical analysis and other tasks required by the review.
- Report periodic status of the Class 2 incidents to the City Manager.
- Conduct a debriefing of lessons learned. Prepare subsequent report including root causes, actions taken to resolve incident, and recommendations for prevention of similar incidents. Submit report to the City Manager.

15.7 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 16.0 - Architectural Standards

16.1 Policy

This policy establishes the City of Opa-locka's Architecture as the primary source for providing information technology technical requirements which govern the acquisition, use and management of information technology resources by City staff.

16.2 Purpose/Description

The City of Opa-locka's Enterprise Architecture is a strategic asset used to manage and align the City's business processes and I.T. infrastructure/solutions with the City's overall strategy.

It is the intent to standardize and simplify the many technologies and products used in order to ensure continuity of operations, reduce staffing cost, and to build a reliable computer environment.

16.3 Hardware and Software Standards

16.3.1 Server Operating Systems

The I.T. Department will continually evaluate the newest release of the Microsoft server operating systems for compatibility, functionality and business need. Upgrades will be implemented as determined feasible by the I.T. Department within the constraints of the budget and available resources.

16.3.2 Desktop Client Operating Systems

The I.T. Department will continually evaluate the newest release of the Microsoft desktop operating systems for compatibility, functionality and business need. Upgrades will be implemented as determined feasible by the I.T. Department within the constraints of the budget and available resources.

16.3.3 Productivity Applications

The I.T. Department will continually evaluate the newest release of the Microsoft productivity applications for compatibility, functionality and business need. Upgrades will be implemented as determined feasible by the I.T. Department within the constraints of the budget and available resources.

16.3.4 Network Infrastructure

The I.T. Department will continually standardize the network infrastructure on industry accepted, high performance, best of breed infrastructure products and protocol standards. The uniformity of this type of equipment will provide stability to the City's network infrastructure as well as Internet accessibility and connectivity.

16.3.5 Security as a Platform Decision Factor

The I.T. Department will consider business security requirements up front when making decisions for all platforms from personal computing devices to enterprise servers.

16.3.6 Remote Administration Platforms

The I.T. Department shall acquire platforms designed for ease of remote administration, diagnosis, and systems management.

16.3.7 Cabling Standards

The City will utilize Information Transport Standards (ITS) for all new facility information and communications cabling installations to ensure compatibility and integrity.

16.3.8 Personal Computing

16.3.8.1 Centralized Personal Computing Decisions

The I.T. Department shall centralize personal computing decisions regarding what shall be procured, how frequently devices may be refreshed, how agency support is to be provided, what security methods are acceptable, and what methods of access may be used.

16.3.8.2 Personal Computing Security Software

The I.T. Department shall establish the minimum requirements for the base image to be used on personal computers, to include the latest best of breed antivirus/malware/spyware software.

16.3.8.3 Personal Computing Desktop Displays

Since desktop displays have a longer lifecycle than the computers they support, their replacement shall not be automatic at the time of a desktop replacement. Display replacement decisions for all City computers must be based on business needs, support considerations, cost-of-ownership data, and hardware compatibility considerations.

16.3.8.4 Personal Computing Processors

When establishing the minimum requirements for PC Processors and components, the I.T. Department will take in to consideration the need for the components to cost-effectively meet anticipated processing needs for the proposed productivity software, typical business needs, special needs of the mobile worker, and/or needs related to lifecycle requirements such as future availability of various memory options.

16.3.8.5 Personal Computing Optical Drives

Minimum requirements for Optical Drives shall include the ability to read and write CDs and DVDs when there is a business need.

16.3.8.6 Lifecycle for Personal Computers

The I.T. Department shall use a lifecycle range goal of three to four years for desktop computers and three years for laptop computers.

16.3.8.7 Surge Protection and Battery Power Backup

To protect computing equipment all computers shall be powered through a battery backup power supply (UPS) and all peripherals shall be powered through a surge protector.

16.3.8.9 Workstation Security

Appropriate measures must be taken when using network computers and mobile devices to ensure the confidentiality, integrity, and availability of information. The IT Department will implement security measures to include Microsoft group policies restrictions to enforce device security to protect user data and network infrastructure. All security settings will be determined and implemented by the IT Manager to include by not limited to the following:

- **Password protected screensaver after a period of 30 minutes of inactivity. A shorter period of inactivity may be implemented at the direction of the IT Manager or the Department Head.**
- **Restricted access to USB ports based on an as-needed bases as determined by the IT Manager.**
- **Strong password policy implementation (see Password Security Policy 8.0).**
- **Remotely rebooting devices on a daily or as-needed basis to ensure the proper operation and integrity of the devices. Users must close and save all open files at the end of each work shift to avoid loss of data. The IT Department highly recommends that users reboot their PC daily at the end of their work shift to improve device performance and avoid file corruption.**

16.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Periodically review industry standards and update as needed.

16.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 17.0 – Social Networking and Media

17.1 Purpose and Description

The City of Opa-locka recognizes that Social media, professional networking sites, sites, and personal Web sites are all useful technologies, and provide ways to build a sense of community as rapidly communicate directly to stakeholders and the general public. This policy will set forth guidelines that employees shall follow for all online communications in reference to the City of Opa-locka and address the fast-changing landscape of the Internet and the way people receive their information. Social Media provides opportunities for participating departments to attract a broader audience, in addition to creating a social network allowing for residents, consumers and visitors to receive information and participate in their government in an innovative and creative way. These services are intended to enhance communications but not to diminish or circumvent existing processes. The demographic profile of the intended target audience combined with the purpose and goal of the social media initiative are the primary considerations on which to determine the appropriate use of social media. At all times, the social media initiative must align with the City's business goals and objectives.

17.2 Usage Guidelines

17.2.1 Relevant Technologies

This policy includes, but is not limited to, the following specific technologies:

- Facebook
- Google
- Instagram
- LinkedIn
- Snapchat
- TikTok
- Tumblr
- Reddit
- Twitter
- Yahoo
- Personal Blogs
- Personal Web Sites

City of Opa-locka employees are encouraged to use the following guidelines in social networking practices:

- Be relevant to your area of expertise
- Do not be anonymous
- Do not use the City's computing devices to access TikTok's platform
- Maintain professionalism, honesty, and respect
- Apply a "good judgment" test for every activity related to the City of Opa-locka: Could you be guilty of leaking information, customer data, or upcoming announcements? Is it negative commentary regarding the City of Opa-locka? Activity showing good judgment would include statements of fact about the City of Opa-locka and its services, facts about already-public information, or information on the City's official website. Further, if any employee becomes aware of social networking activity that would be deemed distasteful or fail the good judgment test, please contact the Human Resources Department.

17.2.3 City of Opa-locka Assets

The use of City of Opa-locka assets (computers, Internet access, email, etc.) is intended for purposes relevant to the responsibilities assigned to each employee. Social

networking sites are not deemed a requirement for most positions. For those employees that are permitted to access these services, a reasonable and limited amount of use of company assets are permitted for social networking services.

17.2.4 Inaccurate or Defamatory Content

Employees who participate in online communication deemed not to be in the best interest of the City of Opa-locka will be subject to disciplinary action. This online communication can include but is not limited to the following:

- Company information or data leakage
- Inaccurate, distasteful, or defamatory commentary about the company
- Racial slurs, sexual content, or discriminatory content

Disciplinary action can include termination or other intervention deemed appropriate by Human Resources.

17.2.5 Off-Limits Material

This policy sets forth the following items which are deemed off-limits for social networking:

- Intellectual property (data and/or software programs)
- Customer Data

The City of Opa-locka's intellectual property and customer data are strictly forbidden from any online discourse except through mechanisms managed by Senior Management.

17.2.6 Online Recommendations

Some sites, such as LinkedIn, allow members to "recommend" current or former co-workers. The City of Opa-locka employees shall not participate in employee recommendations of current or former employees for reasons of liability. All communication of this type should be referred to the Human Resources Department for verification.

17.2.7 Sensitive Matters

Any online communication regarding proprietary information, such as layoffs, strategic decisions, or other announcements deemed inappropriate for uncoordinated public exchange is not permitted unless specific permission has been granted by the employee's Department Head. State of Florida Public Records laws and Federal Copyright laws must be strictly adhered to.

17.3 Personal Usage

City employees are permitted incidental and occasional personal use of social networking via the Internet. Such use will be treated the same as other business related communication. The following are guidelines when using the City's Internet access for social networking *personal* use:

- Personal use of social networking media as defined above must be kept to a minimum so that it does not consume more than a trivial amount of system resources
- Personal use of social networking media as defined above must not interfere with an employee's productivity
- Accessing TikTok, games, sponsored content, and advertising content on social networking sites is strictly prohibited. Such activity has high potential for introducing malware and spyware on the City networked computers.

17.4 Expectations of Online City Authorized Spokespeople

Just as with traditional media, we have an opportunity, and a responsibility, to effectively manage the City's reputation online and to selectively engage and participate in the online conversations every day. The following principles guide how an authorized City Online Spokesperson(s) should represent the City in an online, official capacity, when they are speaking "on behalf of the City of Opa-locka":

1. Code of Conduct and Other Policies: Follow the City's Code of Conduct and all other City policies. As an official representative of the City, you must act with honesty and integrity in all matters. This commitment is true for all forms of social media. In addition, several other policies may govern your behavior as an authorized City spokesperson in the online social media space.

2. Representing the City: As a City representative, it is important that your posts convey the same positive, optimistic spirit that the City installs in all of its communications. Be respectful of all individuals, races, religions, and cultures; how you conduct yourself in the online social media space not only reflects on you, it is a direct reflection on the City.

3. Don't Post Anonymously: You should identify yourself as an employee of the City, name, and when relevant, role at the City, as to not mislead readers or viewers. Employees should not use aliases or otherwise engage in covert activities.

4. Keep Records: It is critical that you keep records of our interactions in the online social media space and monitor the activities of those with whom we engage. Because online conversations are often fleeting and immediate, it is important for you to keep track of them when you're officially representing the City. Remember that online City statement can be held to the same legal standards as the traditional media communications. Keep records of any online dialogue pertaining to the City. The IT Department will assist with implementing an automated solution to archive communications when possible.

5. When in doubt, Do Not Post: Official spokespeople are personally responsible for their words and actions, wherever they are. As online spokespeople, you must ensure that your posts are completely accurate and not misleading, and that they do not reveal non-public information of the City. Exercise sound judgment and common sense, and if there is any doubt, DO NOT POST IT. In any circumstance in which you are uncertain about how to respond to a post, contact your Department Head or the City Manager.

6. Respect Copyrights: DO NOT claim authorship of something that is not yours. If you are using another party's content, make certain that they are approving of you utilizing their content, and make certain that they are credited for it in your post. Do not use the copyrights, trademarks, publicity rights, or other rights of others without the necessary permission of the rights holder(s).

7. Be responsible for your work: The City understands that employees engage in online social media activities at work for legitimate City purposes and that these activities may be helpful for City affairs. However, the City encourages all employees to exercise sound judgment and common sense to prevent online social media sites from becoming a distraction at work.

8. Remember that your local posts can have a global significance: The way that you answer an online question might be accurate in some parts of the world, but inaccurate (or even illegal) in others. Keep that "world view" in mind when you are participating in online conversations.

9. Know the Internet is permanent: Once information is published online, it is essentially part of a permanent record, even if you "remove/delete" it later or attempt to make it anonymous. If your complete thought, along with its context, cannot be squeezed into a character-restricted space (such as Twitter), provide a link to an online space where the message can be expressed completely and accurately.

10. Drive the public to the City's website: Use the City's social media communications to drive the public to the City's website whenever possible. Use links with the social media sites to link to articles, forms, postings, etc., on the City's website.

17.5 City Sponsored Social Media Procedures

1. The City Manager or designee will approve the creation of all new social media sites, and the IT Department will establish the naming and accounts for all social media sites, to ensure the name is appropriate for the City of Opa-locka as a government entity and is consistent with other department names and the City of Opa-locka brand.

2. The City Manager or designee will designate staff to manage the content and security of the City's social media sites. It is important to ensure that the public's trust of the City of Opa-locka's presence on social media sites is preserved and maintained. Since imitation sites may exist, the content and information must be monitored on a regular basis. Visual elements of the social media sites must be approved by the City's website master to reflect the public website brand of the City of Opa-locka. This will ensure the visual consistency and creditability of the page(s).

3. Login information, including user IDs and passwords, will be created by the IT Department and are not permitted to be changed, altered, or modified. Passwords must be secure and adhere to all IT policies with regard to password protections. A user's social media password cannot be the same password used to log on to the City network.

4. Designated staff must provide information to the IT Department to be posted on the City website prior to posting on the social media sites. Once information is posted on the City website, then a link can be included in the social media post. An exception will be made for disseminating immediate emergency information to the public, in which case the information can be posted on social media sites first and then provided to the IT Department to post on the City website.

5. Designated staff will be responsible for publishing, monitoring and updating their pages on all social media sites. Although departments will be responsible for maintaining their content, the IT Department will work together to monitor social media content based on the best practices and industry norms.

6. All City staff that use social media are responsible for complying with applicable federal, state, county, and city laws, regulations, and policies. Applicable laws include, but are not limited to, Public Records Law, Sunshine Law, records retention and records schedules laws, copyright laws, First Amendment, Privacy laws, and Information Technology policies established by the City of Opa-locka.

7. Designated staff must put forth their best effort to archive all social media sites in order to adhere to the Public Records Law and records retention schedules. The City understands that the public may post a comment and then delete the comment before the next archive is made.

8. Social media sites that allow for correspondence with the public must be monitored on a daily basis by designated employees. Sites that do not allow for patron interactions must be monitored on a weekly basis.

9. All messages must be consistent with other City of Opa-locka content.

10. The frequency of messaging should be very regular and without significant time lapses (at least weekly or more often), and the content should include relevant information. Outdated information

11. Social media sites allowing public comment must be monitored by designated staff daily during working hours to ensure the comments meet certain criteria. Some social media sites, such as Facebook, allow instant commenting, while others, like YouTube, allow for a moderated/approved process. City-created social media forums must be structured narrowly to focus discussions on a particular interest of the City of Opa-locka rather than creating a "public forum". Designated staff is only allowed to remove postings that do not meet the narrow focus of the City's media forum, including foul language.

12. Designated staff shall use only images to which the City retains the copyright or that have otherwise been authorized for use as related to the use of social media networks.

13. All social media sites that allow comments must include either a link to the following disclaimer, or the disclaimer should be published on the social media site:

"The purpose of this site is to present matters of public interest in the City of Opa-locka, including its many residents, businesses, and visitors. We encourage you to submit your questions, comments, and concerns, but please note this is a moderated online discussion site and not a public forum. Once posted, the City reserves the right to delete submissions that contain vulgar language, personal attacks of any kind, or offensive comments that target or disparage any ethnic, racial, or religious group. Further, the City also reserves the right to delete content or links determined to: (i) be off topic; (ii) advocate illegal activity; (iii) promote particular services, products, or political organizations; or (iv) infringe on copyrights or trademarks. Please note that the comments expressed on this site do not reflect the opinions and position of the City government or its officers and employees. If you have any questions concerning the operation of this online moderated discussion site, please contact the "webmaster@ci.mount-dora.fl.us". E-mail addresses are public record under Florida Law and are not exempt from public records requirements. If you do not want your comments or e-mail address to be subject to being released pursuant to a public records request, do not send electronic mail or make comments to this entity. Instead, contact this office by telephone or in writing, via the United States Postal Service, City of Opa-locka, 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054."

17.6 Security Standards

1. Accountability: Full responsibility for the City's social media presence and associated security risk in the social network will be specifically assigned in the City.

2. Content: Limit the information uploaded to the social network to the bare minimum required to meet business objectives. All content (text, photography, video, graphics and links) must be approved by the content owner. Refresh content regularly, label copyrighted content, and, where possible, include embedded copyright indicators. Scan uploaded and downloaded content for viruses and other inappropriate code.

3. Staff Use: Staff working in the social network on behalf of the City of Opa-locka must abide by City policies regarding public and media relations. Staff should not place City content on personal pages. Content developed by staff for City government is a City asset and does not belong to the employee.

4. Messaging: Conversations with the social network messaging system must comply with City policies regarding harassment and offensive speech. Messages directed to customers, other employees, and citizens must comply with relevant laws and regulations (for example, disclaimers). Do not send messages that contain sensitive personal information through the system.

5. Monitoring: Monitor City content on a regular basis to detect unauthorized alterations, where possible. The using staff should monitor every time they post content to the site(s) or more often if necessary. IT staff should manually review the City's social media content on a weekly basis to identify visual and other performance problems.

17.7 Look and Feel Standards

In all possible cases, the look and feel of social networking accounts should follow the color-scheme of the City's Visual Identity Standards and Communications Style Guide. If no customization is offered, for example in applications such as Facebook, uploading a City of Opa-locka logo should suffice.

17.8 Enforcement

The I.T. Department will monitor social networking access through the use of technology tools. Violations will be reported to the Department Head and/or the City Manager of the offending employee for disciplinary action, if necessary.

17.9 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Manage Internet Social Networking security. Monitor and report violations.

17.10 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Updated: December 5, 2022

Policy 18.0 – Electronic Communication Logging

18.1 Policy

It is the policy of the City of Opa-locka to log all electronic communications pursuant to the City of Opa-locka Records Management Plan and the State of Florida public records laws.

18.2 Purpose/Description

In response to the findings of the Attorney General's Technology Team that Instant Messages, VoIP, Text, and Pin-to-Pin messages are not transitory in nature and could be retained by governments, the City shall log all electronic communications where we currently have the technology in place to capture this information, and shall retain the records in accordance with the General Records Schedules published by the State of Florida.

These electronic communication records are subject to public records requests including the various exemptions that are provided for in Chapter 119 of the Florida State Statutes. All public records requests for electronic records, whether related to communication transactions or not, should be forwarded to the City Clerk, or designee, for proper handling.

Employees are to assume there is no right to privacy for electronic communications on City communication devices.

18.3 Enforcement

Employees are expected to follow this policy. Violations of this policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

18.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

City Clerk – Receive and process request in accordance with Florida State Statutes and the City of Opa-locka Records Management Plan. Designate fulfillment duties for the request to the appropriate department staff member if desired.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Maintain communication logs in accordance with the State of Florida Public Records laws and assist the City Clerk or designee with compiling electronic public records requests when needed.

18.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 19 – Cell Phone

19.1 Policy

As a productivity enhancement tool, the City encourages the business use of cellular telephones. Cellular telephones will be granted by the employee's Department Head

19.2 Purpose/Description

The purpose of this policy is to clearly define the acceptable use of the City's cellular telephones and what actions are prohibited.

19.3 Ownership of the Cellular Service/Equipment

The City's cellular telephones belong to the City of Opa-locka and the call logs of any cellular communications, as well as text messages, are accessible at all times by the City for business related or other purposes. Employees are to assume there is no right to privacy for cellular communications on City cell telephones.

Upon approval by the Department Head and Finance Director, a monthly stipend may be issued in lieu of a city cellular phone. Information sent or received in connection with the transaction of official city business on a personal cellular device is subject to Florida Public Records laws.

19.4 Acceptable Use

Use of the City's cellular phones is intended for City related business. All employees are to use cellular phones as they would any other type of official City communications tools. Communications should fall within ethical guidelines and should not contain confidential information. Communication by cellular telephone is encouraged when it results in the most efficient and/or effective means of communication.

Incidental and occasional personal use of the City's cellular telephones is permitted by the City employees but these communications will be treated the same as other business related communication messages. The following are guidelines when using the City's cellular telephones for personal use:

- Personal incoming or outgoing calls must be kept to a minimum so that it does not consume more than a trivial amount of time.
- Personal incoming or outgoing calls must not interfere with an employees work during working hours.

19.5 Prohibited Use

- Employees may not use the City's cellular telephones in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale.
- Employees may not use the City's cellular telephones in any way that compromises the integrity of the City or its business.
- Employees may not use the City's cellular telephones for excessive personal use as determined by the Department Head or their designee.
- Employees may not use the City's cellular telephones in any manner that creates an unsafe environment to the employee or to others. Safety is a priority.
- Employees shall not use the City's cellular telephones to access TikToks social media's platform.

19.6 Enforcement

All employees are expected to follow this policy. Violations of this policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

19.7 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

City Clerk – Receive and process request in accordance with Florida State Statutes and the City of Opa-locka Records Management Plan. Designate fulfillment duties for the request to the appropriate department staff member if desired.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department –

- Monitor call usage and report suspected or known violations such as non-business use to the Department Head or their designee.
- Maintain communication logs in accordance with the State of Florida Public Records laws and assist the City Clerk or designee with compiling electronic public records requests when needed.
- Maintain a detailed master list which identifies all City owned mobile devices and who they are issued to
- Evaluate monthly billing statement and report suspected billing irregularities (high use of data or talk time) to the Department Head or their designee.
- Periodically use a competitive selection process to identify and select wireless devices and the associated communication services
- Perform a documented comparison of devices per master list to the devices shown on the billing statements
- Enroll all cell phones in a Mobile Device Management system prior to distribution

19.8 Wireless Communication within the Local Area Network

The wireless communication shall be divided into separate LANs. A Guest network will provide users with Internet access but no access to the production network. A restricted Wireless LAN will provide access to the production network if deem necessary by management and the IT department. A Wireless controller shall monitor and provide auditing logs tracked by the device hardware address.

19.9 Personal Cell Phone use for official City Business

The use of a personal cell phone to conduct official City business is prohibited. If an employee conducts any type of City business on his/her personal cell phone the device, messages, logs, and content automatically become subject to any public records request. If an employee conducts any City business on their personal cell phone he/she will be responsible to archive the content pursuant to Florida Statute and the State of Florida general records schedule GS1-SL for State and Local Governments Agencies.

19.10 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Updated: December 5, 2022

Policy 20.0 – Operating System Patch Policy

20.1 Policy

It is the policy of the City of Opa-locka to provide and maintain up-to-date operating system critical and security patches on all laptops, desktops, servers, and mobile devices installed to protect the asset from known vulnerabilities.

20.2 Purpose/Description

Operating system patch management ensures confidentiality, integrity, and availability of data on our network systems. The IT Department has an obligation to provide appropriate protection against malware threats, such as viruses, Trojans, and worms, which could adversely affect the security of the system or its data entrusted on the system. Effective implementation of this policy will limit the exposure and effect of common malware threats to the systems within this scope.

20.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City employees. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

20.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Shall apply approved patches by observing system notifications and rebooting computers when necessary.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Manage patching needs of all workstations and servers on the network, and routinely assess compliance with the patching policy.

20.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 21.0 – Public Key Infrastructure

22.1 Policy

It is the policy of the City of Opa-locka to provide secure electronic transfer of information through digital certificates where simple passwords are an inadequate authentication method and ore rigorous proof is required to confirm the identity of the parties involved in the communication and to validate the information being transferred.

21.2 Purpose/Description

Digital certificates provide a method for allowing exchange of information securely over the Internet using the public key infrastructure. Digital certificates provide identifying information, are forgery resistant, and can be verified. The certificate contains the name of the certificate holder, a serial number, expiration dates, a copy of the certificate holder's public key and the digital signature of the certificate-issuing authority (CA) so that a recipient can verify that the certificate is real.

21.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City employees. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

21.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Upon issuance of the certificate, end-users provide a secure password separate from any other passwords, and utilize such password for remote access to network resources. Report any connectivity and/or certificate issues to the IT Department.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Manage the Public Key Infrastructure for creating, managing, distributing, using, storing, approving, and revoking digital certificates. Enforce the utilization of passwords when certificates are issued. Maintain functionality of the radius authentication server and compliance of the PKI policy.

21.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 22.0 – Bluetooth

22.1 Policy

It is the policy of the City of Opa-locka to allow use of Bluetooth devices in an acceptable use scenario.

22.2 Purpose/Description

Bluetooth enabled devices enhance the user experience and are allowed for use within the City of Opa-locka IT infrastructure with exceptions. Insecure Bluetooth connections can introduce a number of potential serious security issues; hence, there is a need for a minimum standard for connecting Bluetooth enabled device to ensure sufficient protection of Personally Identifiable information (PII) and confidential data.

22.3 Acceptable Use

1. No Bluetooth Device shall be deployed on City of Opa-locka equipment that does not meet a minimum of Bluetooth v2.1 specification without written authorization from the IT Department. Any Bluetooth equipment purchased prior to this policy must comply with all parts of this policy unless approved by the IT Department (i.e. Older versions of equipment may be grandfathered in by the IT Department).

2. When pairing your Bluetooth unit to your Bluetooth enabled equipment (i.e. phone, laptop, etc.), ensure that you are not in a public area where your PIN can be compromised. If your Bluetooth enabled equipment asks for you to enter your pin after you have initially paired it, you must refuse the pairing request and repair your device when you are in a secure area.

3. All Bluetooth devices shall employ ‘security mode 3’ which encrypts traffic in both directions, between your Bluetooth device and its paired equipment.

4. All Bluetooth devices shall use a minimum PIN length of 4 characters. A longer PIN provides more security.

5. All Bluetooth devices shall be in hidden mode (non-discoverable).

6. Only activate Bluetooth when it is needed.

7. Ensure device firmware is up-to-date.

22.4 Unauthorized Use

1. Eavesdropping, device ID spoofing, DoS attacks, or any form of attacking other Bluetooth enabled devices.
2. Using City of Opa-locka owned Bluetooth equipment on non-City of Opa-locka owned Bluetooth enabled devices.
3. Unauthorized modification of Bluetooth devices for any purpose.

22.5 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City employees. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

22.6 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Bluetooth mode must be turned off when not in use. PII and/or City of Opa-locka confidential or sensitive data must not be transmitted or stored on Bluetooth enabled devices. Bluetooth users must only access City of Opa-locka information systems using Bluetooth device hardware, software, solutions, and connections *approved* by the IT Department. Bluetooth users must act appropriately to protect information, network access, passwords, cryptographic keys, and Bluetooth equipment. Bluetooth users are required to report any misuse, loss, or theft of Bluetooth devices or systems immediately to the IT Department.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Periodically review industry Bluetooth standards and update as needed. Report violations to Department Heads.

22.7 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 23.0 – Change Management

23.1 Policy

It is the policy of the City of Opa-locka to provide documented change management whenever possible to ensure that information resources are protected against improper modification before, during, and after system implementation.

23.2 Purpose/Description

The City of Opa-locka technology infrastructure is continuously becoming more complex, and increasingly more staff are dependent on the network, computers, and application programs to perform their daily tasks. As the interdependency between the IT Department's resources grow, the need for a strong change management policy is essential. From time to time, each element requires an outage for planed upgrades, maintenance, or fine-tuning. Additionally, unplanned outages may occur with may result in upgrades, maintenance, or fine-tuning. Managing these changes is a critical part of providing a robust and valuable IT infrastructure. The purpose of the policy is to manage changes in a rational and predictable manner so that staff and clients can plan accordingly. Changes require serious forethought, careful monitoring, and follow-up evaluation to reduce negative impact to the user community and to increase the value of information resources.

23.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

23.4 Responsibilities

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Where at all possible, document all installations, upgrades, modifications, and changes, of server, networking, security hardware or software, patches, interim fixes, and Firewall changes, in the IT Department work order system.

23.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 24.0 – Network Account Management

24.1 Policy

It is the policy of the City of Opa-locka to provide documented network account management to ensure that information resources are protected against improper use and modification and access is given on a least privilege, as authorized basis.

24.2 Purpose/Description

A user account is a set of credentials consisting of both a username and password that allows access to a system's resources. Management of all user accounts is essential is protecting the network resources from unauthorized access.

24.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

24.4 Responsibilities

Department Heads – Provide an IT Authorization form to the IT Department in a timely manner to document the hiring and termination of all employee for purposes of enabling and deactivating system access to network resources. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Ensure all new user account creation and terminations have been authorized by the appropriate Department Head with approval by the Human Resources Department via the submission of a completed IT Authorization form. Document all new account creations, changes, and modifications, to all network and local machine user accounts via the IT Department work order system.

24.5 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 25.0 – Wireless

25.1 Policy

It is the policy of the City of Opa-locka to provide wireless access for specific uses as determined by the IT Department.

25.2 Purpose/Description

The purpose of the policy is to secure and protect the information assets owned by the City of Opa-locka. Wireless connectivity improves the end-user experience as it aids in accomplishing tasks and increasing productivity.

25.3 Acceptable Use

All wireless access rights must be authorized by the IT Department. All wireless infrastructure devices that connect to a City of Opa-locka network, or provide access to City of Opa-locka information must adhere to the following:

1. Be installed, supported, and maintained by the IT Department
2. Use approved authentication protocols and infrastructure
3. Use approved encryption protocols
4. Maintain a hardware address (MAC address) that can be registered and tracked.
5. Not interfere with wireless access deployments maintained by other support organizations.

25.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

25.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Obtain authorization from the IT Department for wireless access. Report any rogue wireless access devices, or any known attempts for unauthorized access via wireless access devices, to the IT Department immediately.

Department Heads – Provide an IT Authorization form to the IT Department in a timely manner to document the hiring and termination of all employee for purposes of enabling and deactivating system access to network resources. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Verify compliance to this policy through various methods to include but limited to periodic walk-thru, business tool reports, and auditing. Report violations to Department Head.

25.6 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 26.0 – Vendor Access

26.1 Policy

It is the policy of the City of Opa-locka to provide vendor access to information resources for specific uses as determined by the IT Department.

26.2 Purpose/Description

The purpose of the policy is to establish the rules for vendor access to City of Opa-locka resources and support services (A/C, UPS, etc.). The policy applies to all individuals who are responsible for the installation of new IT assets, and the operations and maintenance of existing IT assets, and who do or may allow vendor access for maintenance, monitoring, and troubleshooting purposes.

26.3 Requirements

Vendors must provide specific details of what they need access to. Vendor access accounts will be disabled except for when in use for authorized maintenance or as deemed necessary by the IT Department for the proper functioning of the systems. Vendor access methods will be approved by the IT Department. Departments are prohibited from providing vendor access to network resources without authorization by the IT Department.

26.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City of Opa-locka staff. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

26.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Obtain authorization by the IT Department to provide vendor access to network resources. Report any known unauthorized vendor access to the IT Department immediately.

Department Heads – Provide an IT Authorization form to the IT Department in a timely manner to document the hiring and termination of all employee for purposes of enabling and deactivating system access to network resources. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Verify compliance to this policy through various methods to include network monitoring, business tool reports, and auditing. Report violations to Department Head.

26.6 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 27.0 – Media Destruction

27.1 Policy

It is the policy of the City of Opa-locka to properly dispose/sanitize/destroy physical and/or electronic IT related media.

27.2 Purpose/Description

The purpose of the policy is to outline the proper disposal/sanitization/destruction of IT related media (physical or electronic). These rules are in place to protect sensitive and classified information, employees, and the City of Opa-locka.

27.3 Requirements

When no longer usable, hard drives, diskettes, tape cartridges, CDs, and other similar items used to process, store and/or transmit data shall be properly disposed of in accordance with measures established below:

1. Surplus through the use of electronic recycling with an approved vendor that meets industry standard certifications.
2. Physical destruction of the media resulting in 100% unreadability.

27.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

27.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Obtain authorization by the IT Department to dispose of network resources. Report any known unauthorized destruction to the IT Department immediately.

Department Heads – Provide an IT Authorization form to the IT Department in a timely manner to document the hiring and termination of all employee for purposes of enabling and deactivating system access to network resources. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Verify compliance to this policy through various methods to include network monitoring, business tool reports, and auditing. Report violations to Department Head.

27.6 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 28.0 – Security Alerts & Advisories

28.1 Policy

It is the policy of the City of Opa-locka to monitor and disseminate to staff security alerts and advisories as appropriate.

28.2 Purpose/Description

The purpose of the policy is to outline the procedures for monitoring and disseminating information related to security alerts and advisories to staff.

28.3 Requirements

Security alerts and advisories shall be obtained via various agencies such as US-CERT, MS-ISAC. Alerts deemed appropriate shall be disseminated to City staff.

28.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

28.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Must review all security alerts and advisories received.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Verify compliance to this policy through various methods to include network monitoring, business tool reports, and auditing. Report violations to Department Head.

28.6 Policy History

Created: April 4, 2019

Updated: September 26, 2022

Policy 29.0 – Log Review

29.1 Policy

It is the policy of the City of Opa-locka to collection and review logs relating to the information system security in accordance with various agency, local, state, and federal requirements.

29.2 Purpose/Description

Information regarding an incident may be recorded in several places, such as firewalls, routers, and application logs. Logs are generated, collected, and monitored for inappropriate activity and security breaches.

29.3 General Requirements

Logs generated by systems are to be maintained and reviewed according to various agency, local, state and federal requirements.

29.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head and may result in disciplinary action, if necessary.

End-Users – Must be aware of these policies and ensure compliance. Be aware that activity on the City network is monitored.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

I.T. Department – Maintain and monitor logs in compliance with various agency, state and federal requirements.

29.5 Policy History

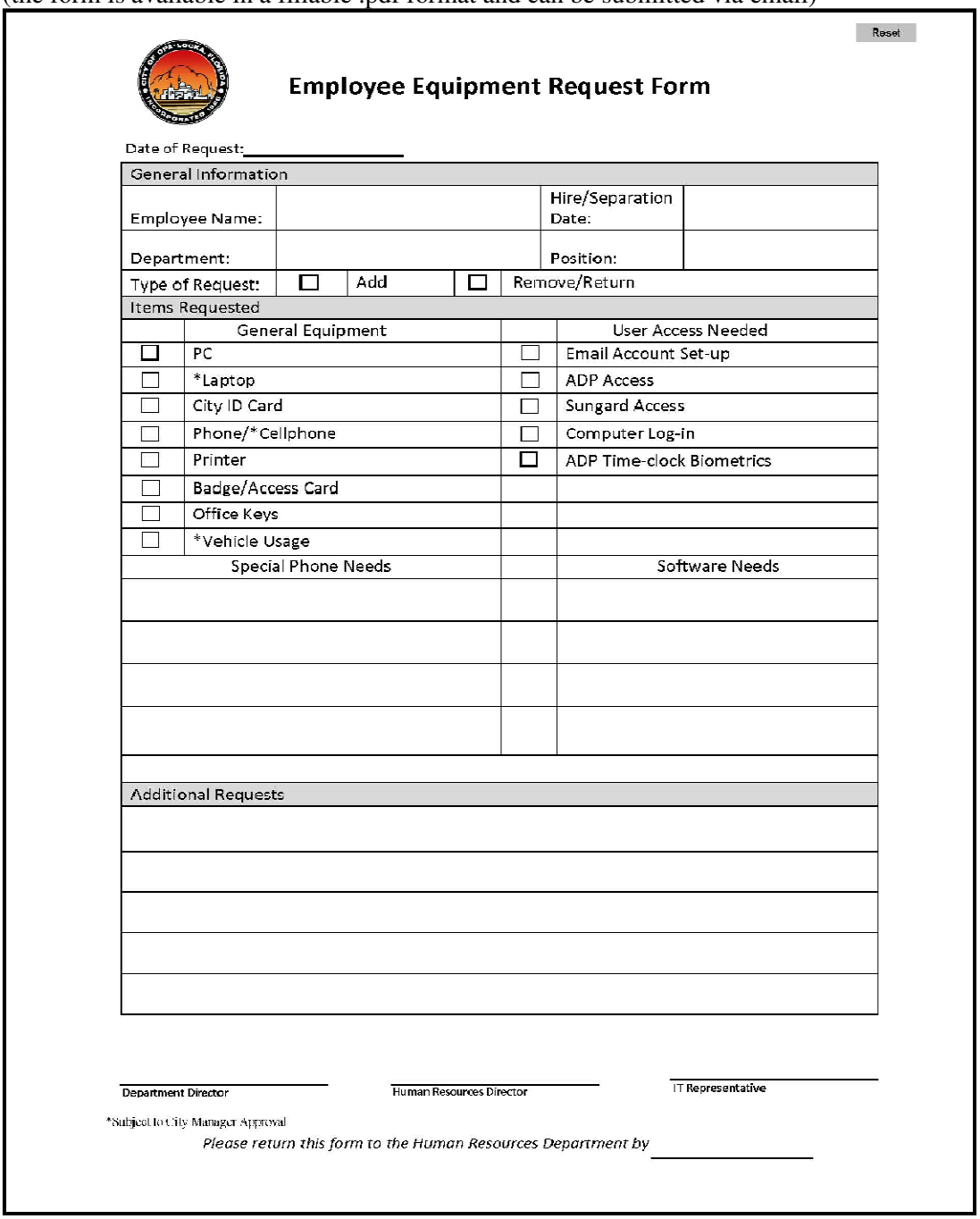
Created: April 4, 2019

Updated: September 26, 2022

Appendix A

IT Authorization Form

(the form is available in a fillable .pdf format and can be submitted via email)



Reset

Employee Equipment Request Form

Date of Request: _____

General Information			
Employee Name:		Hire/Separation Date:	
Department:		Position:	
Type of Request:	☐ Add	☐ Remove/Return	

Items Requested			
	General Equipment		User Access Needed
☐	PC	☐	Email Account Set-up
☐	*Laptop	☐	ADP Access
☐	City ID Card	☐	Sungard Access
☐	Phone/*Cellphone	☐	Computer Log-in
☐	Printer	☐	ADP Time-clock Biometrics
☐	Badge/Access Card		
☐	Office Keys		
☐	*Vehicle Usage		
	Special Phone Needs		Software Needs

Additional Requests

_____ Department Director

_____ Human Resources Director

_____ IT Representative

*Subject to City Manager Approval

Please return this form to the Human Resources Department by _____

CITY OF OPA-LOCKA

PARKS AND RECREATION DEPARTMENT

POLICIES AND PROCEDURES

INTRODUCTION

Welcome to the City of Opa-locka Parks and Recreation Department. Staff constantly strive to provide quality recreation and leisure opportunities by offering a comprehensive program base, well maintained and user-friendly facilities, as well as clean and safe park spaces.

Towards that end, this manual shall serve as a reference guide by outlining the policies, procedures, rules, and regulations relating to the Department's day-to-day operations.

LIGHTNING POLICY

It is mandatory to leave the facility immediately once the lightning is present. Play should be suspended until lightning has left the area (within 10 miles) for 30 minutes. Coaches/Officials/Parents will be held responsible for their participants or children. No party, game play, session, or practice is worth getting someone hurt so when in doubt, get out of the weather.

Chapter 1 – Mission and Administration

Chapter 2 – Customer Service Policy

Chapter 3 - Requests

Chapter 4 – General Policies and Procedures

Chapter 5 – Rental Policies and Procedures

Chapter 6- Program Policy and Procedures

Chapter 7 – Priority Use Guidelines

Chapter 8 – Parks Policies and Procedures

Chapter 9 – Community Center Policies and Procedures

Chapter 10 – Gym Policies and Procedures

Chapter 11 – Parks and Facilities

Appendix A

Appendix B

Appendix C

Chapter 1 – Mission and Administration

The City of Opa-locka Parks and Recreation Department will adhere to its mission and core values when making all decisions.

Vision Statement – Enhance Quality of Life with Quality Recreation Activities.

Mission Statement – The Parks and Recreation Department's mission is to provide exceptional recreational spaces and opportunities for a sustainable future that best serves the evolving needs of our community.

Core Values – The City of Opa-locka Parks and Recreation Department is comprised of a dedicated team of professionals who believe in and are guided by the following core values.

1. Community Health and Wellness – We strive to provide recreational, educational, and cultural experiences that encourage healthy living and human development for residents of all ages and backgrounds.
2. Quality Park System – We believe that the core of any Parks and Recreation Department is the park system that offers public health and wellness to the community. We shall make every effort to provide a well-maintained, safe, family-friendly environment that will be enjoyed by all residents.
3. Environmental Staff – We will make every effort to be good Park Staff of the environment including protecting natural resources and focusing on sustainability.
4. Innovation – We remain open to possibilities, seek out creative and dynamic solutions to opportunities and issues and utilize our ever-changing environment as a mechanism to achieve higher levels of service to our patrons.
5. Customer Service – We have the goal of providing excellent customer service, making each customer contact, whether its internal or external, a positive experience.
6. Requests – Any request from City Officials and other department regarding Park Staff or the Senior's Program must submit the request to the City Manager office first and the Manager office will forward request with approval to the Parks and Recreation Director to implement.
7. Professionalism – We value professionalism from all employees. We develop our staff to perform their work with expertise, dedication, and care, while continually seeking opportunities to improve through innovative training.

Advisory Committee – This seven-members committee serves in an advisory capacity to the City Commissioners, in addition to other cities related functions, in matters pertaining to parks and the public.

1. The City Commissioners appoint the members of the advisory committee.
2. The Director of Parks and Recreation serves as the Parks and Recreation staff liaison to the advisory.

Policies and Procedures Administration – The Director of Parks and Recreation will administer the policies and procedures outlined in this document. Under the director of the City Manager, policy changes will be brought to the City Commissioners for discussion, recommendation, and review.

Customer Service Policy

The City of Opa-locka Parks and Recreation Department will provide high quality services and programs to its residents and visitors. The Department staff has the goal of providing excellent customer service, and making each customer contact, whether internal or external, and a positive experience.

Customer Service – Staff of the City of Opa-locka Parks and Recreation Department will implement customer service tools to ensure comments and suggestions are solicited from all patrons and users of the City's facilities and

1. Communication with our Patrons – will be a priority and staff will have appropriate interactions skills to provide accurate information to all questions and inquiries from patrons.
2. Staff Training – the guest experience concept will be introduced during staff training and be reinforced throughout employment. Additional customer service training will take place throughout the year at staff meetings.
3. Moments of Truth – occurs any time a patron encounters the Parks and Recreation Department and gets an impression of the service provided. Staff will identify and address moments of truth.
4. Customer Service – will not compromise the safety of patrons at any time.
5. Satisfaction of Service and Programs – is the priority of the Parks and Recreation Department. Patrons dissatisfied with programs or services are encouraged and invited to approach the staff with their concern. The staff will respond in a timely manner to all customers.
6. Evaluations of Services – will be performed regularly by providing patrons with an opportunity to complete a program or facility survey at the conclusion of each program or facility season. In addition, patrons are encouraged to give comments and suggestions to any staff member to help the department.
7. Achieving Solutions – will be the goal of the staff whenever comments or concerns are identified. The department will strive to achieve necessary results and solutions.

Chapter 4 – General Policies and Procedures

The City of Opa-locka Parks and Recreation Department has general policies and procedures that will guide staff when making decisions. All decisions will be made by the City Manager, Parks and Recreation Director with patrons and staff safety in mind, to provide a family-friendly environment.

Proof of Residency – Current City of Opa-locka Residents are entitled to resident rates on all admissions, rentals, and programs. The City of Opa-locka has instituted the following procedure for residents to establish.

1. A patron must provide one of the following identifications to receive the resident rate.
   a. Unexpired driver's license
   b. Unexpired state identification card
   c. Current month's utility bill showing address.
   d. Most recent Property Tax receipt

Inclusion Services – The City of Opa-locka Parks and Recreation Department encourages people with disabilities to participate in our programs and events. The City of Opa-locka Parks and Recreation will comply with the Americans with Disabilities Act in Providing reasonable.

1. The City of Opa-locka Parks and Recreation will contract with any organization that will provide any assistance with residents with a disability.
2. The City of Opa-locka Parks and Recreation will have a grievance process available to address ADA concerns if needed.

Safety – The safety of our patrons and staff members is a paramount concern of the Parks and Recreation Department.

1. In the event of an injury, accident, illness or uncomfortable situation, a staff member should be notified immediately.
2. If blood or bodily fluid is involved, participation shall be halted until the area is properly cleaned and an accident report is filed by the staff of Parks and Recreation.
3. In the event a staff member is programming with youth or working in the field and the temperature is very hot immediately drink plenty of water to keep hydrated go to a cool area out of the heat to avoid a heat stroke.

Language – The City of Opa-locka facilities and programs are intended to be family-oriented. In appropriate language will not be tolerated. Patrons warned more than once may be asked to leave the premises.

Lost and Found – Any items found in the City of Opa-locka Parks and Recreation will be brought to

The Director's office.

1. Valuables will be stored in the safe at the Director's office. After thirty days, lost and found valuables will be given to the Police Department.
2. Lost and found items not considered "valuable" are stored or two weeks before being donated to.

Solicitation – Solicitation, including the distribution of literature or the seeking of any contributions, is not allowed in Parks and Recreation unless authorize by the City Manager office or the Parks and Recreation Director.

1. Facilities may be the collection site for food/ toy drives with the approval of the Director of Parks or the City Manager.
2. Violations will be reported to the City of Opa-locka Police Department to

Signage/ Flyers – Outside flyers of program/ events, from not-for-profit organizations, that are not in direct competition with programs offered through the City of Opa-locka Parks and Recreation Department will be considered for

1. The Director of Parks and Recreation shall approve flyers / banners at least two weeks prior to being posted.
2. Flyers should look professional.
3. Flyers may be posted immediately after being approved by the City Manager for programs and events.
4. All materials will be discarded following publicized event unless otherwise.

Vandalism – Violations will be reported to the City of Opa-locka Police Department for investigation. Vandals will be prosecuted to the full extent of the

Violators – Rules violators create an unsafe and friendly recreation environment. Rule violators shall be dealt with in a reasonable and courteous manner. When dealing with rule violators, staff will make every attempt to be consistent, explain the rules and resolve any situation. Repeat rule violators or those refusing to abide by department rules will be reported to the City of Opa-locka Police Department. When dealing with rule violators, staff will follow these guidelines.

1. Staff will always enforce rules consistently and fairly.
2. Staff will understand and be able to explain rules.
3. Staff will have a positive attitude when dealing with violations.
4. Staff will refer problems to the Supervisors or the Director.

Chapter 5 – Rental Policies and Procedures

The City of Opa-locka Parks and Recreation Department will follow its mission when making decisions on rentals of City's facilities. Every effort shall be made to rent areas that generate additional revenue in an efficient and manageable manner, while balancing the needs of the citizens.

Facility Bookings – All activities shall be booked in advance based upon availability after City's events and programs have been.

1. recreational opportunities and City's activities
2. Each of the City's facilities will have a pre-determined lead time for
   a. Athletic Fields may be booked commencing the first business day in
   b. Auditorium may be booked commencing the first business day in
   c. Gyms may be booked commencing the first business day in January.
   d. Shelters may be booked commencing the first business day in
3. Reservations that take place during normal hours of operation shall be made a minimum of four hours.
4. Reservations that take place after business hours of operations and large events shall be made a minimum of thirty days
5. Rental fees are established by comparative study and reviewed annually. The current rental rate for the City of Opa-locka Parks and Recreation facilities can be found in the appendix of this.
6. If there is not a rental fee assigned to a facility, the facility is not available to
7. For a reservation to be considered valid, all terms of the application shall be completed.
   a. A signed rental application shall be made and given to the executive secretary.
   b. A deposit shall be paid to reserve a date.
   c. Payment shall be received one month in advance, or at the time of booking if less than one month in

Facility Rental Reservation Guidelines – Renters may book facilities according to the following guidelines.

1. Rental fees are calculated per hour.
2. Rentals that stay past their scheduled time will be charged an hourly rate for additional time. If possible, this will be taken out of their deposit and will not be allowed to rent in the future.
3. Facilities cannot be rented for events that are open to the public and involve an admission charge at the
4. The Director of Parks and Recreation of his/ her designee may make exceptions to these guidelines when it is deemed to be in the best interest of

Rental Reservations – Staff will ensure an accurate and efficient registration process for all rentals. All reservations shall be made during normal business hours of

1. All rentals shall be reserved in the following:
   a. In person at the City of Opa-locka Parks and Recreation Department
   b. By Money Order only
2. Forms of payment

Deposit – All public rentals shall require a damage/ security deposit at the time of booking. The deposit shall be returned in full if all terms and regulations of the rental agreement have been adhered to.

1. Deposit shall be retained if excessive cleanup is needed or for any.
2. Deposit shall be refunded within 30 days after

Cancellations – Reservation may be canceled up to fourteen days

1. Cancellations shall be made in writing to the staff person responsible for the facility in which the activity was to be.
2. A full refund will be given for any reservation canceled at least fourteen days in advance.
3. Cancellations received less than fourteen days will not be eligible for a refund.
4. Rental fees shall be retained by the City for any booking that does not show.
5. In the case of inclement weather, every effort shall be made to reschedule the activity. If this is not possible, a full refund of both the deposit and rental fee shall be offered.
6. In those cases where 75% of the rental time has passed, the event will not be rescheduled due to inclement weather and no refund shall be given.
7. Refunds nay not be given on the threat of inclement.
8. Rentals made less than fourteen days in advance shall have a twenty-four- hour period in which to cancel and be eligible for a full refund of deposit and rental.

Refunds, Replacements and Fee Accommodations – All adjustments to rental contract fees shall be approved by the Director of Parks and Recreation or his/ her.

1. Requests for fee adjustments shall be made by the renter in writing and addressed to the Director of Parks and Recreation of his/ her.
2. Deposit guidelines and cancellation deadlines shall be followed when determining eligibility for a refund.
3. No refunds will be considered if a renter or event participants are asked to leave for noncompliance with Community Center
4. In the event the Community Center must cancel or alter the contracted parameters of an event, management shall determine whether to offer a future rental at no charge, or a partial/ full refund.
5. Refund of fees and/ or deposits will be processed within thirty days of the rentals.

Staff – For all rentals staff will be assigned one hour before every event and one hour after

1. If there are more than 50 peoples two staff will be assigned and renter must pay for a police officer.
2. If you having DJ's there is a fee for music
3. Any rentals that run over the schedule time will forfeit their refund
4. Any rentals that staff must do excessive cleaning after event will also forfeit refund
5. Renters will be responsible for staff time working events.

Catering and Food – The City of Opa-locka Parks and Recreation allows outside food and beverages to be brought in for

1. Renters shall be responsible for contacting caters and making all food.
2. Alcoholic beverages are not permitted at the City of Opa-locka Recreation Center or Opa-locka Parks without prior approval from the Director of Parks and Recreation or his/ her designee, as well as a special use permit approved by Planning and Community Development
3. Renters wishing to use a food truck at their rental will need a mobile food vendor permit from the City of Opa-locka Department of Planning and Community Development.
4. Specialized trailers, grills and any other catering equipment must receive permission for site access and placement by coordinating in advance with the Director of Parks and Recreation.
5. Caterers are not allowed into this facility until the reservation start time stated on the contract.

Chapter 6 – Program Policy and Procedures

The City of Opa-locka Parks and Recreation Department strives to offer programming that meets the needs of the community. This includes a wide array of programs, leagues, and wellness opportunities for people of all ages and abilities. Staff will maintain current programming trends to enhance the health, fitness, wellness, and quality of life of our residents.

New Programs – New programs will be reviewed by staff, to coincide with the preparation of each brochure. The following procedure will be used by staff to propose a new

1. Staff will complete a new Program Submittal Sheet and submit it to them.
2. The Supervisor will review the Program Submittal Sheet. If approved, the Supervisor will submit the sheet to the programmer with his/ her signature. If denied, the Supervisor will discuss the program with
3. Once the program has been approved, programmer will add the program to

Program Fees – Staff will review all program costs and set fees during the budget Program fees are based on the following guidelines:

1. Recreation program fees are expected to, at a minimum; recover costs associated with the program along with insurance.
2. Resident fees shall be set at a rate below non-resident.

3. Staff will factor in whether the program is a core service versus a specialty program when determining.

Program Dates and Times – Program dates and times will be set by staff to maximize class participation and facility.

Program Registration Deadlines – Registration deadlines are designed to encourage early registration. To coincide with the cancelation and refund policies, all programs will have a registration deadline of a minimum of seven calendar days prior to the start of

Program Registration – Staff will ensure accurate and efficient registrations for all Parks and Recreation

1. All Registrations shall be completed in accordance with the program enrollment of choice.
   a. In person at the Welcome Desk at the City of the Opa-locka Parks and Recreation Department
   b. By phone with a credit
2. Forms of payment
   a. Money order only

Program Refund Policy – Full-time staff will administer program refunds that are fair and consistent with the policies of the City of Opa-locka Parks and Recreation Department and do not jeopardize the financial well-being of the

1. A full refund will be given for programs canceled by the City of Opa-locka Parks and Recreation or if a registrant is restricted from participating in a program due to medical issues.
2. No refunds will be given for registration if the child has been practicing or conditioning during that time of the activities. A written refund request must be submitted with a physician's statement.
3. Please allow thirty days for refunds
4. League refunds will not be given for any reason.
5. Senior trips will not be refunded due to monies being paid directly to the vendor by the City of Opa-locka Parks and Recreation Department.
6. All refunds must be approved by the park Director and the City Manager.

Cancellation Policy – Outlined below is the procedure to follow when staff is determining to cancel programs.

1. City of Opa-locka Parks and Recreation reserves the right to cancel program due severe storm approaching.
2. City of Opa-locka Parks and Recreation reserves the right to cancel due to Covid-19 viruses.

3. Programming or Rentals shall not be scheduled on those dates when the facility is closed for the holidays.

Program Location – Staff will ensure that programs will be conducted in a safe, pleasing environment for participants. Staff reserves the right to cancel the program location if a location becomes unsafe.

1. Before a program begins staff will inspect the facilities and grounds to ensure it is clean and safe.
2. If any of the Parks and Recreation locations are dean unsafe the facility will close until the issue is resolved.

    a. Ingram Park – 2100 Burlington Street Opa-Locka, Fl 33054
    b. Sherbondy Village – 215 N Perviz Avenue Opa-Locka, Fl 33054
    c. Sherbondy Park- 380 Bahman Avenue Opa-Locka, Fl 33054
    d. Segal Park/Helen L. Miller- 2331 NW 143rd Street Opa-Locka, Fl 33054

3. During the program staff will cancel a program if in their opinion the locations become unsafe for participants. Staff will try to move the program to another park.

Weather Cancellations – Staff will adhere to the following procedures to handle severe weather conditions. If a program has been canceled, youth program participants will be taken to the closest operating Parks and Recreation facility if their parent is not at the park.

1. Extreme Temperatures:

    a. Youth programs- will be canceled if the heat index exceeds 100 degrees Fahrenheit.
    b. Adult programs- a decision will be made by staff for programs where the heat index exceeds 100 degrees Fahrenheit.
    c. Special events- a decision will be made by staff for programs where the heat index exceeds 100 degrees Fahrenheit.

2. Hail- all outdoor programs will be cancelled.
3. Lightning- if lightning is spotted, all program participants will be evacuated to the city vehicle or facility with the windows and doors secured safely for 30 minutes or until it is clear. Avoid metal fences, gates, tall light poles, power poles or taking shelter under a pavilion.
4. Rain- Programs will continue if staff determines the program participants are safe.
5. Severe Thunderstorms- all outdoor activities will be canceled. Indoor programs will continue in a secure area of the gym.
6. Thunder- if thunder is heard, outdoor activities will be suspended until we get clearance that the thunder is far from the location. All participants will evacuate from outside into

the parks facilities.

7. Tornado Warning- all outdoor programs will be canceled, and indoor activities will continue.
8. Wind Advisory- All programs will be evacuated to a predetermined location until the end of the wind advisory.

Program Evaluation – Program evaluations will be conducted by staff at the conclusion of each.

1. A paper copy of the program evaluation form will be available at the front desk.
2. An electronic survey will be emailed to

Chapter 7 – Priority Use Guidelines

The facilities of the City of Opa-locka Parks and Recreation Department shall be used primarily to serve the recreational and leisure needs of the residents of the great City of Opa-locka. Each facility within the City of Opa-locka shall maintain a balance for the public usage, programming, rentals, schools within city limits and other city events.

General Priority Use Guidelines – Each area within the City of Opa-locka Parks and Recreation Department shall establish a schedule of Operations that balances public usage, programming, rentals, schools within city limits and other city events.

1. Athletic Fields
   a. Programming – primarily scheduled from the hours of 6:00pm – 8:00pm. Saturday from 8:00am – 8:00pm. Closed on Sundays
   b. Rentals- available open time after programs,
   c. Public usage – any time there is no programming,
2. Community Center Rooms
   a. Rentals- available open time after programs have been.
   b. Programming – top priority is to keep programming in rooms.
   c. City of Opa-locka Parks and Recreation – the department will try to accommodate any City of Opa-locka .
3. Gym's
   a. Programming – primarily scheduled before public hours of operations. Limited scheduling during public
   b. Public usage- top priority during all public hours of
   c. Rentals- available open time after programs and Affiliated Users have been scheduled.
4. Basketball Courts
   b. Programming- primarily scheduled from the hours of 6:00p.m.-8:00 p.m. on Saturday from 11:00am – 5:00pm.
   c. Affiliated User Groups- available open time after programs have been scheduled. Priority scheduling, with requests for usage taken prior to other rentals.
   d. Rentals- available any open time after programs and Affiliated Users have been.

scheduled.

e. Public usage – any time there is no programming or

5. Tennis Courts
   a. Public usage – top priority during all public hours of the Parks and Recreation Department.
   b. Programming – primarily scheduled from the hours of 6:00 – 8:00p.m. on weekdays and 8:00a.m. -12:00p.m. on weekends.
   c. Affiliated User Groups – available open time after programs have been scheduled. Priority scheduling, with requests for usage taken prior to other rentals.
   d. Rentals – available open time after programs and Affiliated Users have been scheduled.
   e. City of Opa-locka School District- usage of courts for after school sport practices 3:00 p.m.- 6:00p.m. Limited use for weekend matches.
      User Group Definitions - the City of Opa-locka Parks & Recreation Department recognizes its responsibility to serve all residents of the community. While it is important to ensure the financial viability of the department, it is equally important to provide access to those who expand the offerings of the department. The procedures outlined provide a guideline for access to facilities. User groups have been divided into four categories based on their level of affiliation with the City of Opa-locka.
      1. Internal User Groups- Reservations made by the City of Opa-locka Park and Recreation Department to serve programs and special events for the community. Other activities for groups directly sponsored by these departments will be considered internal users.
      2. City of Opa-locka - Reservations made by the City of Opa-locka Park Departments or City official must fill out rental application.
      3. Dade County School/Private- Reservations made by Dade County school/ Private must fill out application and turn in to the office of Parks and Recreation Department activities and events for the school.
      4. General Public User Groups – Anyone who does not fall into the other three.

Procedures for Rental of Facilities for the User Group Categories – The following procedures should be used when booking facilities.

1. Internal User Group Reservations – Internal Groups will be scheduled seasonally as possible. Internal reservation requests will be honored in order of the priorities established by the Priority Use Guidelines. Requests for reservation outside of the priorities established by the Priority Use Guideline will be handled on an individual basis. A reservation will be allowed if space is available and that user with priority gives consent.
   1.Damage Deposit Required: yes.
   2. Reservation Fee: yes

CITY OF OPA-LOCKA

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

POLICIES AND PROCEDURES

MAY 2024

DEPARTMENT MISSION

The mission of the Department of Planning and Community Development [PCD] is:

- To handle the City of Opa-locka's current and long-range planning needs, including site plan, plat and zoning reviews for proposed residential, commercial and industrial development and redevelopment projects in the city.
- Services to utilize the grant funds from Federal, State and Local government sources to aid in the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.
- Carry out a wide range of community development activities directed towards neighborhood revitalization, economic development, improved community facilities and services, and assisting those least likely to benefit from the economic growth and prosperity projected for the City.

Planning and Zoning responsibilities include:

- Administrative Site Plan Review
- Administrative Variances
- Group Homes Applications and Verification Letters
- Landscape Plan Review
- Plats and Subdivision Reviews
- Zoning Review Certificates of Use/Licenses
- Zoning Review of Building Permits
- Banners/Sign Plans
- Substantial Compliance
- Variances and Zoning Changes (Public Hearings)
- Zoning Inspections
- Zoning Verification Letters

Community Development

- Improve the quality of life for the residents, property owners and business owners within the City municipal boundaries.
- Promote employment and job development.
- Promote Business Attraction, Expansion, and Retention.
- Maintain a balanced economic, educational, social, recreational and entertainment environment.

Historic Preservation

- Manage and preserve the 30+ registered historic properties in the City and seek to preserve an additional 40+ properties which potentially qualify as historic structures/sites.

Economic Development

- Promote Opa-locka as a destination.
- Promote the development of affordable housing for all.
- Promote business assistance and employment for residents.
- Improvement economic opportunities and activities.
- Develop partnerships and collaboration with outside agencies.
- The primary City contact on economic development and urban renewal issues. Manage the City's role in promoting reinvestment, revitalization of commercial, manufacturing, and industrial districts.
- Promote the establishment of a Chamber of Commerce for Opa-locka businesses.

Department of Planning & Community Development

Procedures and Processes

1. Certificate of Use and Business Tax Receipt
2. Building Permit Review Process
3. Zoning Verification
4. Site Plan Review Checklist
5. Site Plan Review Process
6. Site Plan Review (Administrative Approval) Process
7. Development Agreements [process, approval and execution/annual reports]
8. Special Exception Process
9. Variance Review Process
10. Plat Review Process
11. Land Use and Rezone Process
12. Special Event Application Review Process
13. Annexation Review Process
14. Abandonment Review Process
15. Sign and Landscaping Inspection
16. Fee Processing

CERTIFICATE OF USE, BUSINESS TAX RECEIPT AND SPECIAL EVENT

Standard Procedures

1. Preliminary Zoning Verification
a. Applicant must receive written verification (in the form of the Zoning Verification Sheet) from the Planning and Community Development Department prior to submitting a Certificate of Use, Business Tax Receipt or Special Event Application (hereinafter "application") to the Office of Building and Licensing (hereinafter "B&L") for the departmental review process. This ensures that the proposed use complies with zoning codes. No application will be accepted by the B&L Office without this approval.
NOTE Zoning verification does not constitute final zoning approval.
2. Once zoning is verified, the B&L Office intakes the application and fees, along with any required documentation associated with the application.
a. The B&L Office then scans the application packet and emails it only to the Planning and Zoning Administrator for review.
3. The Zoning Administrator then reviews the application packet and approves or denies it.

a. If denied, the applicant will be contacted by the B&L Office and/or PCD in order to resolve any outstanding comments.
b. If approved, the Zoning Administrator will email the scanned application to the Sales Tax Email Group to continue the review process.
4. Once emailed to the Sales Tax Group, approvals generated from departmental reviews from Police, Code Enforcement, Fire, Building and possibly Utilities, Public Works and Parks and Recreation. will be returned to the B&L Office via Sales Tax Group email reply.

a. If a department denies or requires clarification on any application, then that department is responsible for contacting the applicant directly. Issues raised by various departments will be resolved with the applicant by the department raising specific issues. The B&L Office is not responsible for resolving issues raised by various departments; however, they may provide information and keep track of responses sent via the Sales Tax System Email Group.

5. Once the B&L Office receives positive feedback from all required departments, the application applied for may be issued when fees are collected depending on the use proposed and fee schedule approved via Ord. 3061 and similar as amended.

BUILDING AND LICENSING PERMIT REVIEW PROCEDURES

1. Receive Plans from Building and Licensing Department

2. Identify the type of permit: Sign, Fence, Landscape, etc.

3. Review Plans to comply with the subject properties Zoning

4. Review Plans to comply with type of permit: Sign, Fence, Landscape, etc.
5. If the Plans meet all of Code requirements:
   - Stamp Plans with "Zoning Approved" stamp; Sign: Name and Date
   - Sign and date routing slip and return to Building Department: 'Reviewed Plans Box'

6. If the Plans have minor issues regarding the Code, call the applicant for further clarification
   - Request revised plans
   - Return plans to Building Dept in 'Pending Plans Box' with Comment on routing slip "waiting for revised plan"

7. If the Plans have major issues to comply with Code, Disapprove the plans
   - Do not stamp plans
   - Sign and date routing slip; provide Comments on routing slip identifying the inconsistencies with Code
   - Return to Building Department: 'Disapproved Plans Box'

Note: Most of the large site plans have been through the Planning & Community Development Site Plan procedures; review the Construction/ Permit Plans to match the Site Plans.

SITE PLAN REVIEW CHECKLIST

File Name: File No.:
- Received site plan file with application and fee payment receipt.
- Sent copies out for departmental comments.
- Sent Public Notice Advertisement for Special Exception Application

- Yellow sign of Notification set on property affected (RZ, LU, SE, AX, AB)
- Reviewed plan for compliance with zoning
- Received departmental comments and forwarded to applicant.
- Received second set of plans addressing staff comments and distributed to departments for further comment.
- Received additional comments and forwarded to applicant, if necessary
- Received final set of plans addressing staff comments
- Completed staff report and resolution/ordinance
- Submitted to Planning and Zoning Board. Packet included:
  - Staff Report

− Departmental Comments
− Applicant Response
− Original Letter from Applicant
− Application and owner authorization
− Location Map
−Submitted to City Commission. Packet included:
− Agenda Item
− Resolution
− Reduced Site Plan (11x17)
− Location Map
− Application
− Owner Authorization
− Staff Report
− Close Project
− Prepare and transmit approval letter requesting additional copies of the site plan (include signed resolution).
− Update file with signed approved resolution, and a copy of the City Commission Agenda summary for that item.
− Stamp approved site plan with City Commission - Write resolution number on the plan and file the site plan after B&L signs the plan.
− Send additional copies that are provided later to City Departments (that reviewed the plan) Notify them that enclosed is the approved site plan.

SITE PLAN (SP) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive Plans with Fees
• Log project into Logbook
• Write a Memo to Billing & Collection Division, and include account numbers
• Write a Memo to Department Heads for 1st review of site plan. Allow 2 weeks for returned comments.
• Write a letter to Miami-Dade County Traffic Division for Traffic Concurrency
• If Residential: Write a letter to Miami-Dade School District for Concurrency
• Review plans to comply with Zoning Code

Week 1 – 2:

• Schedule Site Plan for Planning & Zoning Board (about 2 months from submittal)
• Collect comments from each department. Collaborate into one letter to the applicant, include Zoning comments. Ask to have revised comments within 2 weeks to maintain scheduling.

Week 2-4:

• Receive revised plans from applicant
• Write a Revised Memo to Department Heads for 2nd review of plans. Allow 2 weeks for returned comments.
• Review plans to comply with Zoning Code

Week 4:

• Collect comments from each department. Collaborate into one letter to the applicant; include Zoning comments. Ask to have revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 15 sets of the site plan package for P&Z Board
• If there are major issues still unresolved, prepare to send out memo for 3rd review

Week 5-6:

• Receive revised plans
• Schedule for City Commission meeting (2-4 weeks after P&Z)
• Prepare to Submit for Planning & Zoning Board Meeting and Include:
o Site Plan
o Location Map
o Project Narrative
o Application & Owner Authorization
o Department Comments
o Applicant Response
o Staff Report

** All projects must include the following conditions of approval:

1. In compliance with the City's exclusive franchise agreement, Waste Management must be used for roll-off service needs.

2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued. (not currently being addressed)
3. All future advertising must state that the property is in the City of Opa-locka. A fine of $250 per day will be levied against the property owner for violation of this condition.
4. Construction must be initiated within 18 months of receiving City Commission Approval.

Week 6-7:

• Request 12 copies of reduced size (11 x 17) site plan, landscape plan, & elevation plans for City Commission and 3 copies of full size (24 x 36) site plan, landscape plan, & elevation plans for City Staff. A digital copy of site plan, landscape plan, elevation plans, Letter of Intent, applications and any other documentation must be provided on a flash drive for City records.
• Submit for City Commission Meeting:
o Agenda Item
o Resolution
o Reduced Site Plan
o Location Map
o Applicant & Owner Authorization

o Staff Report
o Department Comments
o Project Narrative
Week 8:
• Stamp Plans with City Commission Approval (City Clerk)
• Write City Commission Approval Letter
• Provide Applicant with approval documents
• Close Project in Logbook

SITE PLAN REVIEW POLICIES AND PROCEDURES (ADMINISTRATIVE)

Week 1:

• Receive Plans with Fees
• Log project into Logbook
• Write a memo to Billing & Collection Division w/account numbers, Deposit fees
• Write a Memo to Department Heads for 1st review of site plan. Allow 2 weeks for returned comments.
• Write a letter to Miami Dade County Traffic Division for Traffic Concurrency.
• If Residential: Write a letter to Miami Dade County School District for Concurrency
• Review plans to comply with Zoning Code

Week 1 – 2:

• Schedule Site Plan for Planning & Zoning Board (about 2 months after submittal)
• Collect comments from each department. Collaborate into one letter to the applicant, include Zoning comments. Ask to have revised comments returned within 2 weeks, to maintain scheduling.

Week 2-4:

• Receive revised plans from applicant
• Write a Revised Memo to Department Heads for 2nd review of plans. Allow 2 weeks for returned comments.
• Review plans to comply with Zoning Code

Week 4:

• Collect comments from each department, collaborate into one letter to the applicant; include Zoning comments. Ask to have revised comments returned within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 3 sets of the site plan for Administrative Approval
• If there are major issues still unresolved, prepare to send out memo for 3rd review

Week 5-6:

• Receive revised plans
• Stamp Plans with Administrative Approval
• Write Administrative Approval Letter
• Provide Applicant with approval documents
• Close Project in Logbook

SPECIAL EXCEPTION (SE) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive Plans with Fees
• Log project into Logbook
• Write a memo to Building & Licensing Department and include account numbers
• Write a Memo to Department Heads for 1st review of Special Exception. Allow 2 weeks for returned comments
• Write letter to Miami-Dade County Traffic Division for Traffic Concurrency
• If Residential: Write letter to Miami-Dade School District for Concurrency
• Review plans to comply with Zoning Code and Special Exception (Sec. 31-62)

Week 1 – 2:

• Schedule Site Plan for Planning & Zoning Board (about 2 months from submittal)
• Prepare Public Notice for Newspaper and Public Flyer (all residents w/in 375 ft.) (Sec.31-4)
o Include property address, location map, and meeting dates
o Advertisement should be published a minimum of 15 days prior to P&Z meeting date
• Collect comments from each department, collaborate into one letter to the applicant, include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.

Week 2-4:

• Receive revised plans from applicant
• Provide Applicant with Public Notice Flyer
• Write a Revised Memo to Department Heads for 2nd review of plans, allow 2 weeks for returned comments
• Review plans to comply with Zoning Code

Week 4:
• Collect comments from each department. Collaborate into one letter to the applicant; include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 15 sets of the SE for P& Z Board
• If there are major issues still unresolved, prepare to send out memo for 3rd review

Week 5-6:
• Receive revised plans
• Schedule for City Commission meeting (2-4 weeks after P&Z)
• Prepare to Submit for Planning & Zoning Board Meeting Include:
o Site Plan
o Location Map
o Project Narrative
o Application & Owner Authorization
o Department Comments
o Applicant Response
o Staff Report
o Public Notice

Week 6-7:

• Request 12 copies of reduced size (11 x 17) site plan, landscape plan, & elevation plans for City Commission and 3 copies of size (24 x 36) site plan, landscape plan, & elevation plans for City Staff.
• Prepare to Submit for City Commission Meeting Include:
o Agenda Item
o Resolution
o Reduced Site Plan
o Location Map & Public Notice
o Applicant & Owner Authorization
o Staff Report
o Department Comments
o Project Narrative

Week 8:

• Stamp Plans with City Commission Approval
• Write City Commission Approval Letter
• Provide Applicant with approval documents
• Close Project in Logbook

VARIANCE (VA) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive Plans with Fees
• Log project into Logbook
• Write a memo to Billing & Collection Division and include account numbers
• Write a Memo to Department Heads for 1st review of Variance. Allow 2 weeks for returned comments.
• Review plans to comply with Zoning Code and Variance Criteria (Sec. 31-39)

Week 1 – 2:

• Schedule Site Plan for Planning and Zoning Board, PZAB (about 3-4 month from submittal)
• Collect comments from each department. Collaborate into one letter to the applicant, include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.
• Prepare Public Notice for Newspaper and Public Flyer
o Include property address, location map, and meeting dates
o All residents w/in 375 ft. must be mailed a notice for a minimum of 10 days prior to meeting date
• Advertisement should be published a maximum of 10 days prior to PZAB meeting date; see Sec. 31-40(3)(d)

Week 2-4:

• Receive revised plans from applicant
• Write a Revised Memo to Department Heads for 2nd review of Variance plans. Allow 2 weeks for returned comments.
• Review plans to comply with Zoning Code and Sec. 31-39

Week 4:

• Collect comments from each department. Collaborate into one letter to the applicant; include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 15 sets of the site plan for PZAB.
• If there are major issues still unresolved, prepare to send out memo for 3rd review

Week 5-6:
• Receive revised plans
• Schedule for City Commission meeting (2-4 weeks after PZAB)
• Prepare to Submit for PZAB Meeting Include:
o Variance/Site Plan
o Location Map
o Project Narrative
o Application & Owner Authorization
o Department Comments
o Applicant Response
o Staff Report
o Variance Justification

Week 6-7:

• Request 12 copies of reduced size (11 x 17) site plan/ variance plans for City Commission and 3 copies of size (24 x 36) site plan, landscape plan, & elevation plans for City Staff.
• Prepare to Submit for City Commission Meeting Include:
o Agenda Item
o Resolution
o Reduced Site Plan
o Location Map
o Project Narrative
o Applicant & Owner Authorization
o Staff Report
o Department Comments
o Variance Justification

Week 8:

• Stamp Plans with City Commission Approval.
• Write City Commission Approval Letter.
• Provide Applicant with approval documents.
• Close Project in Logbook

PLAT (PA) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive plat and survey with Fees to City
• Log project into Logbook
• Write a Memo to Billing & Collection Division
• Deposit in water billing using Excel deposit slip with account numbers
• Write a Memo to City Engineer
• Send plat to City Engineer)
• Send plat to City Departments for review

• Review plans to comply with easements and dedications

Week 2-3:

• Receive plat with comments from City.
• Receive comments from City Departments
• Write a comment letter to applicant addressing all issue from City

Week 3-6 +:

• Receive revised plat from applicant
• Review plat to comply with comments from the city
• Request 12 copies of reduced size (11 x 17) signed plat for City Commission and 3 copies of size (24 x 36) site plan, landscape plan, & elevation plans for City Staff.
INCLUDE:
• 1 full size Mylar signed Plat
• 1 full size copy of signed Plat
• 2 checks (Payable to Clerk and Comptroller) for copy and recording fees
• 1 CD in Auto Cad format, ex: *.dwg file in state plane coordinates
• Prepare to Submit for City Commission Meeting Include:
o Agenda Item
o Resolution
o Reduced Plat
o Location Map
o Applicant & Owner Authorization
End:
• Receive a signed copy of approved Plat
• Close Project in Logbook

LAND USE (LU) & REZONE (RZ) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive Plans with Fees
• Log project into Logbook separately
• Write a Memo to Billing & Collection Division include account numbers
• Write a Memo to Department Heads for 1st review of LU & PZ plan, allow 2 weeks for returned comments
• Write letter & complete form for Miami-Dade County to review Comprehensive Plan Amendment
• Write letter to Miami-Dade County Traffic Division for Traffic Concurrency
• If Residential: Write letter to Miami-Dade County School District for Concurrency
• Review plans to comply with Zoning Code and State Statutes §163.3187 and §166.041

Week 1 – 2:

• Schedule Site Plan for Planning & Zoning Board (about 2 months from submittal)
• Prepare Public Notice for News Paper and Public Flyer (all residents w/in 300 ft.) (Sec.31-4)
o Include property address, location map, and meeting dates.
o Advertisement should be published a minimum of 30 days prior to first Public Hearing date, and a minimum of 5 days prior to second Public Hearing meeting date.

• Collect comments from each department, collaborate into one letter to the applicant, include Zoning comments. Ask to have revised comments within 2 weeks to maintain scheduling

Week 2-4:

• Receive revised plans from applicant.
• Provide Applicant with Public Notice Flyer.
• Write a Revised Memo to Department Heads for 2nd review of plans, allow 2 weeks for returned comments
• Review plans to comply with Zoning Code.

Week 4:

• Collect comments from each department. Collaborate into one letter to the applicant; include Zoning comments. Ask to have revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 15 sets of the site plan for P& Z Board.
• If there are major issues still unresolved, prepare to send out memo for 3rd review.

Week 5-6:

• Receive revised plans.
• Schedule for City Commission meeting (2-4 weeks after P&Z).
• Prepare to Submit for Planning & Zoning Board Meeting Include:
o Site Plan
o Location Map & Public Notice
o Project Narrative
o Department Comments
o Application & Owner Authorization
o Applicant Response
o Staff Report

Week 6-7:

• Request 12 copies of reduced size (11 x 17) site plan, landscape plan, & elevation plans for City Commission and 3 copies of size (24 x 36) site plan, landscape plan, & elevation plans for City Staff.

Prepare to SUBMIT for City Commission Meeting Include:

o Agenda Item
o Resolution
o Reduced Site Plan
o Location Map & Public Notice
o Project Narrative
o Staff Report
o Department Comments
o Traffic Concurrency Letter
o Applicant & Owner Authorization

Week 8:

• Transmit to State DEO a letter and copy of Ordinance to identify the small-scale land use amendment
• Include all data on Form 9J-11, Form RPM-BSP
• Stamp Plans with City Commission Approval
• Write City Commission Approval Letter
• Provide Applicant with approval documents
• Close Project in Logbook
http://www.dca.state.fl.us/fdcp/dcp/Procedures/index.cfm#comp

9J-11 **TRANSMITTAL REQUIREMENTS FOR THE SUBMISSION OF ADOPTED SMALL- SCALE COMPREHENSIVE PLAN AMENDMENTS - APRIL 2006**
NUMBER OF COPIES TO BE SUBMITTED:

Please submit within ten working days after adoption, one copy of all plan amendment materials, which may be on CD ROM in Portable Document Format (PDF), including graphic and textual materials and support documents directly to the Florida Department of Community Affairs, Division of Community Planning, Plan Processing Team and one copy each to the appropriate Regional Planning Council and any other local government or governmental agency in the state of Florida that has filed a written request with the local government.

SUBMITTAL LETTER REQUIREMENTS:

Please include the following information in the transmittal cover letter transmitting the adopted small-scale amendment (9J-11.015(1), F.A.C.):
_____A statement indicating that the local government is submitting the adopted small-scale amendment in accordance with Section 163.3187(1)(c), F.S.;
____ A statement identifying the number of acres of the small-scale amendment.
_____A statement identifying the cumulative total number of acres for small-scale amendments the local government has approved for the calendar year;
____ A statement identifying whether the amendment involves the same property that was granted another change within the prior 12 months.
_____A statement identifying whether the amendment involves the same owner's property within 200 feet that was granted a change with the prior 12 months.
_____A statement identifying whether the proposed amendment involves a text change.
_____A statement identifying whether the amendment is within an area of critical state concern.
_____A statement indicating the residential land use density before and after the adopted change if the land use change contained a residential land use category
_____A statement indicating the that the amendment has been submitted to the appropriate Regional Planning Council, the Office of Tourism, Trade and Economic Development (if amendment is being adopted pursuant to Section 163.3187(1)(c)4, F.S.) and any other local government or governmental agency in the state of Florida that has filed a written request with the local government.
____ The name, title, address, telephone and fax number of the local contact person.

ADOPTION:
The amendment package must include the following (see 9J-11.015(1), (2), F.S.):
_____ One copy of the executed ordinance(s) adopting the small-scale development amendment (Rule 9J-11.015(1)(b)2, F.A.C.);
_____ A Future Land Use Map depicting the newly adopted designation and boundaries and location of the subject property in relationship to the surrounding street and thoroughfare network (Rule 9J-11.015(1)(b)1, F.A.C.);
_____ Copy of the public hearing notice of adoption hearing (Rule 9J-11.015(1)(b)3, F.A.C.);

_____ Other supporting information relative to the amendment (Rule 9J-11.015(1)(b), F.A.C.);
_____If amendment is a small-scale development amendment within a rural area of critical economic concern (RACEC) and adopted pursuant to Section 163.3187(1)(c)4, F.S., a copy of the letter to Office of Tourism, Trade, and Economic Development certifying and explaining how the plan amendment meets the objectives of the executive order issued under Section 288.0656(7),F.S.;
_____ Form RPM-BSP-EXEMPT REVIEW (Rule 9J-11.015(1)(b)5, F.A.C.).
FORM RPM-BSP- EXEMPT REVIEW
AMENDMENTS EXEMPT FROM STATE AND REGIONAL REVIEW
1. Name of Local Government _____
Person completing this form_____
Phone Number_____
Name of Newspaper in which notice of amendment was published _____
Date Publication Noticed_____
(Please attach copy of notice)
2. Please indicate type of amendment being submitted:
_____ a). a map amendment directly related to proposed small scale development activities that meet the criteria of Section 163.3187(1)(c), F.S.;
_____ b). a map amendment solely to property within an urban service boundary that meets the criteria of Section 163.3184(17), F.S.;
_____ c). a map amendment solely to property within a designated urban infill and redevelopment area pursuant to Section 163.3184(18), F.S.;
_____ d). a plan amendment associated with an area certified pursuant to Section 163.3246, F.S.
Please complete the following information if amendment is submitted under 2(a):
3. If amendment contains a residential land use category indicate:
density allowed prior to change _____ dwelling unit(s) per acre.
density allowed after change _____ dwelling unit(s) per acre.
4. Number of acres of small-scale development amendments contained in package:
a. Within Urban Infill, Urban Redevelopment or Downtown Revitalization as defined by Section 163.3164, FS _____
b. Within Transportation Concurrency Exception Area pursuant to Section 163.3180(5), FS_____
c. Within Regional Activity Centers or Urban Central Business Districts pursuant to Section 380.06(2)(e), FS _____
d. Within a Rural Area of Critical Economic Concern pursuant to Section 163.3187(1)(c)4, FS _____
(Please attach certifying letter to OTTED)
e. Outside categories a., b, c. and d. _____
5. Cumulative total number of acres of small-scale development amendments for the calendar year:
a. Categories listed in Item 4 a, b, c and d. above _____
b. Categories listed in Item 4 e above _____
6. Total number of acres of small-scale development amendments in this package that are located within the coastal high hazard area as identified in the comprehensive plan _____
Pursuant to Rule 9J-11.015(1)(b)5, Florida Administrative Code, this form must be mailed with all amendments as defined by Section 9J-11.015(1)(a) Florida Administrative Code to:
DEPARTMENT OF COMMUNITY AFFAIRS PLAN PROCESSING SECTION 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 (850) 488-4925

SPECIAL EVENT APPLICATION REVIEW PROCESS.

Week 1-2:

• Receive application and plans from applicant
• Provide Email Memo to Department Heads for review of application and plans. Allow 2 weeks for returned comments. For large Events, City of Opa-locka PD and Miami-Dade Fire Rescue review is required.
• Confirm if the event will have alcoholic beverages to be sold and or consumed at the event. This requires City Commission approval.

• Confirm if the event will occur beyond the restricted hours. All events must cease operation at 11pm and 12 midnight. Operation past this hour requires City Commission approval.
• Review plans to comply with Zoning Code.

Week 3-4:

• Collect comments from each department, collaborate into one letter to the applicant; include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, approve for event to occur.

ANNEXATION (AX) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive Plans with Fees.
• Log project into Logbook.
• Write a memo to include account numbers.
• Write a Memo to Department Heads for 1st review of Annexation. Allow 2 weeks for returned comments.
• Write letter to Miami-Dade County Traffic Division for Traffic Concurrency
• If Residential: Write letter to Miami-Dade Public School District for Concurrency
• Review plans to comply with Zoning Code and State Statutes §166.041 and §171.0413

Week 1 – 2:

• Schedule Site Plan for Planning & Zoning Board (about 2 months from submittal)
• Prepare Public Notice for Newspaper and Public Flyer (all residents w/in 300 ft.) (Sec.31-4) Include property address, location map, and meeting dates
o Advertisement should be published a maximum of 7 days prior to first Public Hearing date, and a maximum of 5 days prior to second Public Hearing meeting date
• Collect comments from each department, and collaborate into one letter to the applicant, include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.

Week 2-4:

• Receive revised plans from applicant
• Provide Applicant with Public Notice Flyer
• Write a Revised Memo to Department Heads for 2nd review of plans. Allow 2 weeks for returned comments.
• Review plans to comply with Zoning Code

Week 4:

• Collect comments from each department and collaborate into one letter to the applicant; include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 15 sets of the AX plans for PZAB
• If there are major issues still unresolved, prepare to send out memo for 3rd review

Week 5-6:

• Receive revised plans
• Schedule for City Commission meeting (2-4 weeks after P&Z)
• Prepare to Submit for Planning & Zoning Board Meeting Include:
o Site Plan
o Location Map
o Project Narrative
o Application & Owner Authorization
o Department Comments
o Applicant Response
o Staff Report
o Public Notice
Week 6-7:

• Request 30 copies of reduced size (11 x 17) site plan/ annexation plan for City Commission
• Prepare to Submit for City Commission Meeting Include:
o Agenda Item
o Resolution
o Reduced Site Plan
o Location Map & Public Notice
o Applicant & Owner Authorization
o Staff Report
o Department Comments
o Project Narrative

Week 8:

• Publish Public Notice Advertisement for two consecutive weeks stating AX Approval Ordinance, not located in the Legal Section of the newspaper
• Stamp Plans with City Commission Approval.
• Write City Commission Approval Letter.
• Provide Applicant with approval documents.
• Close Project in Logbook

ABANDONMENT (AB) REVIEW POLICIES AND PROCEDURES

Week 1:

• Receive Plans with Fees
• Log project into Logbook
• Write a Memo to Billing & Collection Division include account numbers
• Write a Memo to Department Heads for 1st review of Abandonment, allow 2 weeks for returned comments
• Review plans to comply with Zoning Code and State Statutes §336.09
• Write letter to Miami-Dade County Traffic Division for Traffic Concurrency

Week 1 – 2:

• Schedule Site Plan for Planning & Zoning Board (about 2 months from submittal)
• Prepare Public Notice for Newspaper (Public Flyer is not required, but recommended by Staff)
o Include property address, location map, and meeting dates
o Advertisement should be published a minimum 14 days prior to first Public Hearing date, and one time within 30 days of adoption of Resolution
• Collect comments from each department, and collaborate into one letter to the applicant, include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.

Week 2-4:

• Receive revised plans from applicant
• Write a Revised Memo to Department Heads for 2nd review of plans. Allow 2 weeks for returned comments.
• Review plans to comply with Zoning Code

Week 4:

• Collect comments from each department and collaborate into one letter to the applicant; include Zoning comments. Ask to receive revised comments within 2 weeks to maintain scheduling.
• If all issues have been addressed, request 15 sets of the AB plans for P& Z Board
• If there are major issues still unresolved, prepare to send out memo for 3rd review

Week 5-6:

• Receive revised plans
• Schedule for City Commission meeting (2-4 weeks after P&Z)
• Prepare to Submit for Planning & Zoning Board Meeting Include:
o Site Plan
o Location Map & Public Notice
o Project Narrative
o Application & Owner Authorization
o Department Comments
o Applicant Response
o Staff Report
o Abandonment Justification
o Traffic Concurrency Letter

Week 6-7:

• Request 30 copies of reduced size (11 x 17) site plan/ abandonment plan for City Commission.
• Prepare to Submit for City Commission Meeting Include:
o Agenda Item
o Resolution
o Reduced Site Plan
o Location Map & Public Notice
o Applicant & Owner Authorization
o Staff Report
o Department Comments

o Project Narrative
o Abandonment Justification
o Traffic Concurrency Letter

Week 8:

• Publish Public Notice Advertisement within 30 day stating AB Approval Resolution
• Stamp Plans with City Commission Approval
• Write City Commission Approval Letter
• Provide Applicant with approval documents
• Close Project in Logbook

SIGN AND LANDSCAPE INSPECTION PROCEDURES

1. Receive Inspection Request from Building Department.
2. Identify subject property prior to going out for inspection.
3. Once on site, locate the Permit and approved Plans.

Sign Inspections:
• Compare location and dimensions of the sign with the approved plans.
• Check that construction materials are not located in sign area.
• Check to see landscaping is replaced around monument signs and grass is in place

Landscape Inspections
• Review Landscape Plans to reflect actual landscape
• Count the number of trees and measure the spacing and height of all trees on site
• Check that all hedge/shrubbery are in place
• Check that the entire landscape area is mulched
• Check that the sod and plant material are not in poor shape/ dying
• Notice or ask if irrigation has been inspected or is scheduled. If not, require an inspection to be scheduled ASAP.
• Check that construction materials are not located in landscape or lawn
• Make sure site is litter free

4. Sign off on Inspection Request form
• Check 'Approved' if OK
• Check 'Disapproved' if Sign/Landscape does not meet all requirements. Note corrections at bottom of page.
• Check 'Reinspection Required' or 'Reinspection Fee Required'
• Return Department copy to 'Inspection Results' Box

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT – FEE PROCESSING PRODEDURE

Purpose:

This procedure is to be used to process fees received for site plan reviews, variances, special exceptions, comprehensive plan changes, plat approvals, abandonment of easements, advertising, and zoning verification letters.

Step One: Complete the Check or Cash Transmittal Form

1. The Check or Cash Transmittal Form is located on the shared drive in Excel format at \\admcdv\Data1\PLANNING_AND ZONING\Forms\CHECK TRANSMITTAL FORM
2. On the line labeled "Department Receiving Payment" input Community Development
3. On the line labeled "To be transmitted to" input Billing and Finance Department

4. In the column labeled "Category" input the item the fee is for. For example, enter "Site Plan Review or Zoning Verification Letter".
5. In the column labeled "Amount", input the amount of the fee submitted. If one check is submitted for multiple items, list out each item individually.
6. In the column labeled "Payor/Reason" input who the fee is from and the corresponding address of the project. For example, enter "JJ Development Team", Site Plan Review 100 North Ocean Drive".
7. In the column labeled "Account #" enter the account number that corresponds to the item. Enter Account # xxx-xx-xxxxxx for all site plan reviews, special exceptions, plat approvals, comprehensive plan changes, abandonment of easements, zoning certification letters. Enter Account # xxx-xx-xxxxxx for all advertising fees. Enter Account # xxx-xx-xxxxxx for all digitizing fees.
8. The Check or Cash Transmittal form is formatted to add all of the amounts in the "Amount" column. Verify that the total listed is correct.
9. On the line labeled "From" print and sign your name.
10. One the line labeled "Date" enter the date you completed the form.

Step Two:
Submit the Check or Cash Transmittal Form

1. Take the completed Check or Cash Transmittal Form and the fee to the Cashier's window located on the 1st floor of the Municipal Complex
2. Forms submitted before 2:00 P.M. will be processed immediately. Forms submitted after 2:00 P.M. will be processed at the end of the day. If the form is submitted after 2:00 pm instruct the cashier to send a receipt of payment to you via interoffice mail.
3. At the cashier's window, complete the "Log Sheet".
    a. In the column labeled "Time" enter the time you submitted the payment to the cashier.
    b. In the column labeled "Department" enter Community Development
4. If the payment is received before 2:00 P.M. the cashier will immediately process the payment and give you a receipt. Verify that the account number on the receipt and the payment amount are correct.
5. Make a copy of the receipt and place it, along with the original receipt, in the project file.

ECONOMIC DEVELOPMENT

Procedures and Processes

Promote Opa-locka as a destination.

a. Set City of Opa-locka Apart from Alternative: This involves identifying precisely what makes the City of Opa-locka stands out from other cities and pinpointing what aspects make it worth visiting. This could include famous landmarks, unique cultural aspects of the city and interesting architecture.

b. Be Clear on Our Target: This requires to carefully consider who is most likely to be interested in traveling to the City of Opa-locka and their reasons for doing so. It could be steeped in history and culture, appealing to older demographics, or a thriving business center, appealing to corporate travelers. It could be a retail hub, appealing to shoppers, or a domestic tourism hotspot.

c. Adopt an Analytical Approach: City marketing strategies are at their best when they are focused on evidence. Identifying who visits hotel, shopping mall or restaurant websites.

This information could be collected, analyzed, and used to create a laser-focused city marketing strategy, aimed toward the right people, at the right season.

d. Create a Compelling Website for the City of Opa-locka: A huge number of potential visitors to our city will turn to the internet for inspiration, which is it is so essential that we create a compelling website to showcase the city and what is has to offer. The website can help to promote the City's unique selling points to the target audience in the precise way we want to promote the city. Images, videos, and blog posts can be used to promote specific city features.

e. Collaborate with Social Media Influencers: In the modern age, so called 'influencers' – those with loyal followers on social media – hold much marketing power. Collaborating with them makes it possible to market the city to people who may otherwise be out of reach, and they will also find the effort more trustworthy. Influencers also appeal to different demographics.

Finally, today's interconnected world allows people to book trips and easily travel anywhere. It becomes important to our city to stand out from rivals, and city marketing can be effective for this. Using the tips provided, we should be able to put city marketing strategies into effect and reap the rewards.

PROMOTE THE DEVELOPMENT OF AFFORDABLE HOUSING:

Procedure and processes

1. As it is generally known by now, Governor Ron DeSantis signed Senate Bill 102,otherwise known as the Live Local Act, into law and took effect on July 1, 2023, and making it the largest investment for affordable housing initiative in the history of Florida. The unparallel incentives like the density and tax exceptions would make it a lot easier for local government like the City of Opa-locka to rapidly spur development of Affordable Housing. This forward-looking approach will enable to City to establish a Housing Finance Agency (HFA), which is a government entity designed to promote affordable housing by issuing tax exempt bonds and using the proceeds from the sales to offer low-cost mortgage to affordable housing developers and single-family homeowners. The interesting thing about HFA is that unlike most government enterprises, they ultimately become self-sustaining, for example, would require a one-time injection of startup capital from the city, but going forward it would earn fees, from the mortgages it generates. Overt time, it generates more fees, and it covers its own expenses and starts to make a profit, which is channeled back into housing subsidies within the community it serves.
2. Seek public-private partnership: Increasingly, companies are interested in socially responsible investment opportunities to promote affordable housing. The City should continue to target private sector, because the private sector actually wants to help. There is still plenty of capital within the large corporation, and that capital is looking for socially responsible investment opportunities.
3. Start an accelerator fund focused on affordable housing: If the City Commission adopts SB 102 in its current form, it would be a game changer for midsized and large developers who can now build affordable housing with applicable requirements in all the zoning areas of Residential, Manufacturing, and Industrial zones.

PROMOTE BUSINESS ASSISTANCE AND EMPLOYMENT FOR RESIDENTS

Procedures and processes

1. Small Business Administration helps power business ownership in the city, and the more businesses created the more employment opportunities for residents. It is important for

local government to host periodic workshops for the business community to provide grants and financial program information to assists businesses to spur innovation and support quality jobs and empower their workforce.

2. City government should help small businesses thrive through purposeful, strategic, and focused economic development. Working together as networking hubs to maximize their resources.
3. In-person engagement with business community: updating and providing new grants and available financing programs for business expansion. These new cluster will attract, create and grow new business startups throughout the city, expanding the connectivity of technology and promoting business formation while fostering innovation, commercialization, business acceleration, mentorship, and sustainability.

IMPROVEMENT OF ECONOMIC OPPORTUNITIES AND ACTIVITIES

Procedure and processes

1. A thriving economy can boost a city's image and make it an attractive place to live, work and aged. Think about what the community is lacking and lure a business that meets that need.
2. Home improvement Grant: Grant access and available to homeowners to upgrade will provide economic activities to local businesses through purchasing of supplies by the homeowners to upgrade. Home is an appreciating asset.
3. Supply Chains: As part of economic activities, purchasing a product trickle down through a supply chain, with effects on everyone who had a hand in producing, transporting, and selling the product.

DEVELOP PARTNERSHIP AND COLLABORATION WITH OUTSIDE AGENCIES.

Procedures and processes

1. Economic Development personnel are increasingly joining forces with like-minded people to tackle complex economic issues. It is important to determine what conditions will support or inhibit a collaborative effort.
2. Start the process: Identify the agencies and know what each prospective agency can bring to the table.
3. Design the effort: Establish a clear understanding of the goals we are trying to achieve, and clear timeline for the overall effort.
4. Implement the plan: Conduct a collective review of the plan prior to each event to be certain that participants understand their role and responsibilities. Hold a post-event review to see what needs to be changed for future events. Periodically review the plan to keep the effort on target or make changes to the plan as necessary. Finally celebrate the success together and thank the people who are involved.

Promoting Reinvestment, Revitalization of Commercial, Manufacturing and Industrial Districts

Procedures and processes

1. New or expanding commercial, manufacturing, and industrial businesses generate new jobs, attract new workers, and increase demand for new products and services. Their investment in building gives a sense of vitality to disinvested places, while bring an increased tax base to the city.
2. Support a revitalization model of shared prosperity: The process an intentional collaboration among local businesses to devise opportunities that can support each other and that extend beyond the business community to include surrounding neighborhoods,

thereby providing economic opportunities for residents ranging from quality jobs to employee training and pathways to better opportunities.

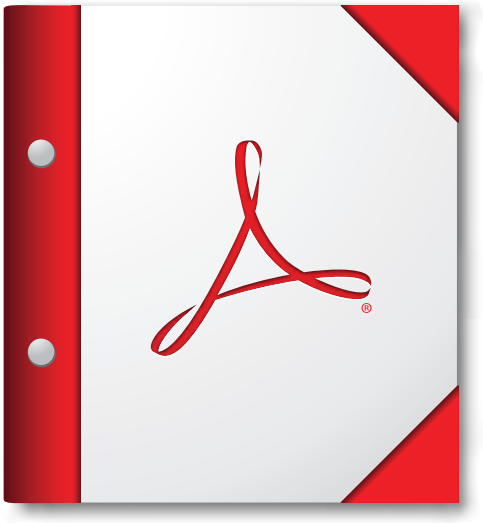
3. Preserve space for manufacturing and support mission-driven non-profit stewardship: The process to promote industrial district revitalization can unsure a diversity of spaces and rents in these districts through targeted mixed use zoning approach that protects the balance between manufacturing and other uses, by supporting mission-driven non-profit ownership that preserves the lower-rent uses, and by providing funding to support long-term affordability.

PROMOTE THE ESTABLISHMENT OF A CHAMBER OF COMMERCE FOR OPA- LOCKA BUSINESSES.

Procedures and Processes

The formation and purposes of the Chamber are to facilitate and support networking among local businesses, to promote civic and cultural interests and the general welfare of the community; to stimulate, encourage, and promote cooperation and friendly exchange among business community.

1. Board of Directors: Needs to establish a Board of Directors which can consist of the following, (a) Chairperson, (b) Secretary, (c) Treasurer
2. Article of Incorporation: The Chamber will be established as a not-for-profit 501 © 6. This will be filed with the State of Florida.
3. Bylaws: will include the following-(a) Name and location, (b) The purpose, (C) Mission and Vision, (d) Area and office, (e) Classes of membership, (f) Termination, Resignation, Expulsion and Delinquency, (g) Voting, (h) Exercise and Privileges, (i) Membership Orientation, (j) General Membership Meetings, (k) Annual Meeting, (l) Voting-Quorum and Proxies, (m) Officers, (n) Committees, (o) Dissolutions
4. Apply for an Employer Identification Number (EIN): This can be done online at https://www.irs.gov/charities-and-nonprofits
5. Tax Exemption Status Application: There are five exempt organization types- Charitable, Churches and religion, Private foundation, Political and other Nonprofits.



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Sponsored By: City Manager

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ESTOPPEL CERTIFICATE REGARDING GPT NW 42ND AVE OWNER, LLC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, GPT NW 42nd Ave Owner, LLC is a developer within the City of Opa-Locka ("City"); and

WHEREAS, on March 23, 2023, the City and GPT NW 42nd Ave Owner, LLC entered into a Development Agreement, attached hereto as Exhibit "A", regarding the property at 12691 NW 42nd Avenue within the City; and

WHEREAS, the company is now seeking a loan from Bank OZK, and the bank has forwarded a request to the City to complete an Estoppel Certificate, which among other things, confirms that the City and GPT NW 42nd Ave Owner, LLC are parties to the above noted Development Agreement; and

WHEREAS, the City Commission desires to authorize the City Manager to execute an Estoppel Certificate, attached hereto as Exhibit "B", regarding GPT NW 42nd Ave Owner, LLC.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute an Estoppel Certificate, attached hereto as Exhibit "B", regarding GPT NW 42nd Ave Owner, LLC.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the 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 _____, 2024.

_____
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)

DocuSign Envelope ID: 83C60FC1-CC67-4A9D-BDA3-5CB068CA03FD

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory Gay			**Department Director's Signature:**	DocuSigned by: Gregory Gay DCFBED63852C45C...			
City Manager:	Darvin Williams			**CM Signature:**	DocuSigned by: C46C07C1E8DE492...			
Commission Meeting Date:	*6.12.2024*		**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**	
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X						
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to execute an Estoppel Certificate regarding GPT NW 42nd Ave Owner, LLC.

Staff Summary:

GPT NW 42nd Ave Owner, LLC has been a developer within the City for a significant period and has maintained a good relationship with the City. On March 23rd, 2023, the City and GPT NW 42nd Ave Owner, LLC entered into a Development Agreement regarding the property at 12691 NW 42nd Avenue. The company is now seeking a loan from Bank OZK, and the bank has forwarded a request to the City to complete an Estoppel Certificate confirming that the City and GPT NW 42nd Ave Owner, LLC are parties to the above noted

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Development Agreement. Confirming the existence of a Development Agreement in good standing presents no potential liability for the City.

Financial Impact: There is no financial impact in completing the requested Estoppel Certificate

Proposed Action:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to execute an Estoppel Certificate regarding GPT NW 42nd Ave Owner, LLC.

Attachment:

1. Estoppel Certificate
2. Development Agreement

ESTOPPEL CERTIFICATE

(12691 NW 42nd Avenue, Opa-Locka, Florida)

THIS ESTOPPEL CERTIFICATE (this "**Certificate**") is made and entered into as of the ____ day of _____, 2024, by the CITY OF OPA-LOCKA, FLORIDA, a municipal corporation and a political subdivision of the State of Florida ("**City**").

RECITALS

A. GPT NW 42ND AVENUE OWNER II LLC, a Delaware limited liability company, and GPT NW 42ND AVENUE OWNER III LLC, a Delaware limited liability company (collectively, "**Developer**"), and the City are parties to that certain Development Agreement dated as of March 27, 2023, and recorded on May 16, 2023 as Document No. 2023R0323593 in the Official Records of Miami-Dade County, Florida (the "**Development Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Development Agreement.

B. The Development Agreement pertains to certain real property located in the City of Opa-Locka, Miami-Dade County, Florida (the "**Development**"), which Development includes that certain real property more particularly described on Exhibit A attached hereto (the "**Property**").

C. City (i) understands that Developer will be obtaining a construction loan (the "**Loan**") from Bank OZK (together with its successors and assigns, "**Lender**") pursuant to that certain Construction Loan Agreement dated on or about the date hereof, by and between Developer and Lender, which Loan shall be secured by that certain [Mortgage, Security Agreement, Assignment of Rents and Fixture Filing] dated on or about the date hereof, executed by Developer (as the same may be amended, restated or supplemented from time to time, the "**Lien Instrument**") and Lender will be relying on the truth and accuracy of the matters described in this Certificate in making the Loan and (ii) agrees that this Certificate may be relied upon by, and shall inure to the benefit of, Lender and its successors and assigns (including, without limitation, a purchaser at or after foreclosure with respect to the Loan) and that this Certificate shall be binding upon City.

ESTOPPEL

1. The above Recitals are incorporated herein and made a part hereof.

2. By executing this Certificate, City certifies to Lender, to the knowledge of the certifying party, that the following statements are true, correct and complete as of the date hereof:

a. The Development Agreement is in full force and effect and no default or event of default exists thereunder.

b. The Development Agreement has not been amended or modified either orally or in writing except as set forth in the Recitals.

c. Developer applied for a building permit for [_____] buildings of the Development on [_____].

3. Lender is permitted to cure defaults under the Development Agreement on the terms provided to Developer under the Development Agreement. In connection with the assignment or transfer of the Property by foreclosure, deed-in-lieu or other exercise of remedies with respect to the Lien Instrument (a "Foreclosure Event") resulting in fee ownership of the Property being transferred from the Developer to a new owner ("Successor Owner"), any milestone dates and any other construction and completion dates set forth in the Development Agreement shall be extended day for day for the period from delivery by Lender of a written notice to City that an event of default exists under the Loan Documents through the date of a Foreclosure Event plus an additional one hundred twenty (120) days after the completion of such Foreclosure Event.

4. The City shall give Lender thirty (30) days prior written notice of any termination or cancellation of the Development Agreement. During such thirty (30) day period, Lender may, at its option, and without relieving Developer of any of its obligations under the Development Agreement, take any actions necessary in order to cure any default resulting in such notice. In case of a default by Developer in the performance or observance of any nonmonetary term, covenant or condition to be performed by it under the Development Agreement, if such default cannot practicably be cured by Lender without taking possession of the Property or if such default is not susceptible of being cured by Lender, then the City shall not exercise any remedies under the Development Agreement if and so long as Lender is diligently working to obtain possession of the Property, and, upon obtaining such possession, shall proceed diligently to cure the defaults as are reasonably susceptible of cure (subject to any order by a court of competent jurisdiction staying or otherwise precluding Lender from obtaining such possession).

5. No act or agreement between or on the part of the City or Developer, and/or any affiliate of Developer, to amend or modify the Development Agreement shall be binding upon or effective as against the Lender without its prior written consent.

6. City agrees that if City shall give any written notice of default under the Development Agreement (hereafter, collectively, "**Notices**") to Developer, and/or any affiliate of Developer, City shall concurrently give a copy of each such Notice to Lender at the following addresses:

Bank OZK
8300 Douglas Avenue
Suite 900
Dallas, Texas 75225
Attn: Cliffton Hill

With a copy to: Bank OZK
6th and Commercial
P.O. Box 196
Ozark, Arkansas 72949
Attn: Credit Administration

With a copy to: Mayer Brown LLP
333 S. Grand Avenue, 47th Floor
Los Angeles, CA 90071-1575
Attn: Daniel K. Liffmann, Esq.

7. Nothing herein shall be deemed to prohibit Lender, at its option, from recording a memorandum or affidavit of this Certificate in the real property records of the county where all or any part of the Property is located.

8. The person(s) executing this Certificate on behalf of the City are duly authorized and fully qualified to execute this Certificate and the same is binding upon the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed and delivered as of the date first written above.

"CITY"

CITY OF OPA-LOCKA, FLORIDA,
a Florida municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

Dated ____ day of _____, 2024

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

Legal Description of Property

[To be inserted]

CFN 2023R0323593
OR BK 33706 Pgs 4261-4275 (15Pgs)
RECORDED 05/16/2023 11:16:27
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

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 27 day of March 2023 ("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 22-084 on December 14, 2022, 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");

CIRCUIT & COUNTY COURTS
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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. 23-021, adopted on February 22, 2023, 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.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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. 22-084 for the Proposed Development, which may be amended from time to time.

m. "Governing Body" means the City of Opa-Locka's City Commission.

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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 43.76+/- 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,

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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 22-084 and Resolution No. 23-021 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

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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 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-

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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, 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

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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

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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,

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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

Link Logistics Real Estate LLC
3470 NW 82nd Ave. Suite 760
Doral, FL 33122
Attn: Clifton Coffey
Telephone: (212) 297-1007
Email: ccoffey@linklogistics.com

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Link Logistics Real Estate LLC
3470 NW 82nd Ave. Suite 760
Doral, FL 33122
Attn: Camilo Rios
Telephone: (305) 704-7292
Email: 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.

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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: Joanna Harris
City Clerk

By: [signature]
City Manager

Dated: 2nd day of May, 2023.

Approved for form and legal sufficiency:

City Attorney: [signature]

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

By: _____
Name: Britton Winterer
Title: Authorized Signatory

WITNESS:

_____
Signature

Julia Wakeman
Print Name

_____
Signature

Ben Rankin
Print Name

STATE OF New York)
)
COUNTY OF New York)

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, on this 27 day of March, 2023 by Britton Winterer as an authorized signatory for GPT NW 42nd Avenue Owner II LLC, a Florida limited liability company, & 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 _____.

[NOTARIAL SEAL]

BANICA DEFRANK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6283659
Qualified in New York County
Commission Expires June 3, 2025

Banica Defrank
Print Name: Banica Defrank
Notary Public, State of New York
Commission #: 01DE6283659
My Commission Expires: 06/03/2025.

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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 OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 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 531.43 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 13°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 BOCK 14441, PAGE 1400.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on _____ day of MAY 16 2023, AD 20_____
WITNESS my hand and Official Seal.
LUIS G. MONTALDO, Clerk Ad Interim of Circuit and County Courts
By _____ D.C.
Jessie Merritt #310229

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Sponsored by: Mayor Taylor

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXPLORE SUITABLE OPTIONS TO DECREASE THE CITY'S MILLAGE RATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") has proposed that the Fiscal Year 2024-2025 Annual Budget reflect a reduction in the City of Opa-Locka's Millage Rate; and

WHEREAS, in Fiscal Year 2018-2019, the City of Opa-Locka's Millage Rate was 9.8000 mills and remained at that level through Fiscal Year 2020-2021. It was reduced to 9.6500 mills in Fiscal Year 2021-2022 and then further reduced to 9.3500 mills in Fiscal Year 2022-2023, where it remained for the current Fiscal Year; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to direct the City Manager to explore suitable options to decrease the City's millage rate and report back to the City Commission.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby directs the City Manager to explore suitable options to decrease the City's millage rate.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

DocuSign Envelope ID: 01504F97-6F4E-479B-A7DC-8223A497521E

City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director's Signature**	ROBERT ANATHAN DocuSigned by:		
City Manager:	Darvin Williams			**CM Signature:**	C46C07C1E8DE492...		
Commission Meeting Date:	*06.26.2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:

Millage Rate Reduction – FY 25 Annual Budget

Staff Summary:

Issue / Recommendation: City Commission has proposed that the FY 25 Annual Budget reflect a reduction in the City's Millage Rate. Staff recommends that the City Commission adopt a resolution reflecting this objective.

History: In FY 19 the City's Millage Rate was 9.8000 mills and remained at that level through FY 21. It was reduced to 9.6500 mills in FY 22 and then further reduced to 9.3500 mills in FY 23, where it remained for the current fiscal year.

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Current Activity: It is understood the Commission objective is to have the FY 25 City Property Tax for homesteaded property owners not exceed what they were charged in FY 24. Under the State Truth in Millage Rate (TRIM) statute, growth in the assessed valuation for homesteaded property is limited to the increase in the growth in the Consumer Price Index (CPI) but can't exceed 3%. The Florida Department of Revenue (FDOR) indicates that the CPI growth was 3.5%, resulting in the growth of the assessed value for homesteaded property being capped at 3%. It could be less for those homestead properties which were deemed by the County Property Tax Appraiser to have experienced less than a 3% increase in valuation.

To ensure that no homesteaded property owner experiences an increase in City property taxes, it's necessary to reduce the proposed FY 25 Millage Rate from 9.3500 mills by 3% to 9.0695 mills. Based on a preliminary tax base estimate provided by the County Property Tax Appraiser, this will reduce the Property Tax available to fund various City programs and projects by approximately $450,000.

Financial Impact**:** The FY 24 Millage Rate is 9.3500 mills. Based on preliminary information provided by the County Property Tax Appraiser, a 3% Millage Rate reduction will result in an approximate reduction of $450,000 in City Property Tax Revenue.

Proposed Action:

Staff recommends the City Commission adopt a resolution directing staff to incorporate a Millage Rate of 9.0965 mills in the preliminary budget to be presented to the Commission for its consideration.

Attachment:

Sponsored by: Mayor Taylor

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AND OVERHEAD COVERINGS WITHIN CITY PARKS; FURTHER AUTHORIZING THE CITY MANAGER TO EXPLORE PIGGYBACK OPPORTUNITIES FOR SAID SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals (RFP) for the purchase and installation of playground equipment and overhead coverings as well as explore opportunities to piggyback said services; and

WHEREAS, after a staff evaluation of the City of Opa-Locka's playground equipment, it was determined that the equipment is antiquated and requires replacement; and

WHEREAS, the City Commission of the City of Opa-Locka desires to install new playground equipment and overhead coverings within all City parks; and

WHEREAS, the City Manager has determined that playground equipment and overhead coverings are estimated to cost $116,000 for each park, with a total estimation to be $350,000 for Sherbondy, Ingram and Segal Parks; and

WHEREAS, the City Manager has further determined that in order to secure playground equipment within the FY 2024 budget, major modifications to the budget will be required; and

WHEREAS, it has also been determined that additional time is needed for the evaluation, study and development of this matter to be considered by management for the FY 2025 budget; and

WHEREAS, the Request for Proposals shall be issued and the City Manager shall concurrently explore opportunities to piggyback the services, within 30 days of the passage of this Resolution. Once a selection for a vendor is made or a piggyback opportunity has been identified, the recommendation shall be presented to the City Commission, without delay, for final approval. This process shall not take no more than 60 days; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to authorize the City Manager to issue an RFP for playground equipment and overhead coverings as well as explore opportunities to piggyback said services.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP) for the purchase and installation of playground equipment and overhead coverings within City parks and further authorizes the City Manager to explore piggyback opportunities for said services.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

DocuSigned by:
C46C07C1E8DE492...

City Manager:	Darvin E. Williams			**CM Signature:**				
Commission Meeting Date:	*06/26/2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X	**Enhance Organizational** ☐					
			Bus. & Economic Dev ☐					
			Public Safety ☐					
			Quality of Education ☐					
			Qual. of Life & City Image ■					
			Communication ☐					
Sponsor Name	Mayor Taylor		**Co-sponsored by:**		City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to install playground equipment along with overhead coverings within the City Parks.

Staff Summary:

As the Summer quickly approaches, there is an anticipation of high use of the City's Parks and Recreation areas. After evaluating the City's playground equipment, it has been determined to be antiquated and requires replacement. It is important to protect the welfare of the community utilizing the City's parks, therefore safe equipment that is equally functional and comfortable will ensure residents are able to enjoy these areas. The City Commission desires to install new playground equipment with overhead covers at the locations deemed necessary. The City Manager shall be authorized to procure these services.

Financial Impact: Playgrounds with overhead covers are estimated to be $116,000 per Park therefore, total expenses for the City would be $350,000 for Sherbondy, Ingram and Segal Parks. To fund this item would require major modifications to the Adopted FY 24 Budget. With time needed for evaluation and study this item would also be added to the development of the FY 25 Budget as one of the options to be considered by the Commission in evaluating Capital Improvements next year within the context of FY 25 funding available.

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Proposed Action:

Staff recommends approval to authorize the City Manager to install playground areas with coverings within the City.

Attachment:

Sponsored by: Mayor Taylor

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH A CITYWIDE HOME REHABILITATION PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka desires to continue revamping the City of Opa-Locka's image through various beautification initiatives; and

WHEREAS, the creation of a home rehabilitation program will assist in fulfilling said mission. Specifically, the program will be designed to provide residents with limited grant funding to aid in the repairs and rehabilitation of their homes; and

WHEREAS, while all residents will be eligible to apply for the program, senior citizens will remain the prioritized population for program funding; and

WHEREAS, qualified services will include minor home improvements that will enhance the quality of living, safety concerns of homes or repairs that will serve to remediate code infractions; and

WHEREAS, the City Manager has estimated to cost of the Program to be Fifty Thousand Dollars ($50,000.00) for Fiscal Year 2023-2024, to be taken from the Community Development Department. This program will be added to the development of the FY 2024-2025 budget as one of the options to be considered by the City Commission in evaluating programs to be provided for fiscal year 2024-2025; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to authorize the City Manager to establish a Citywide home rehabilitation program with funding provided during the 2023-2024 budget.

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 establish a Citywide home rehabilitation program.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

DocuSign Envelope ID: CBAA634E-A592-409B-A39B-36020C2C68B7

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: C46C07C1E8DE492...			
Commission Meeting Date:	June 26, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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 authorizing the City Manager to establish a Citywide home rehabilitation program.

Staff Summary:

The City Commission desires to continue revamping the City's image through various beautification initiatives. The creation of a home rehabilitation program will assist in fulfilling this mission. The program will be designed to provide residents with limited grant funding to aid in the repairs and rehabilitation of their homes. Although all residents will be eligible to apply for the program, senior citizens will remain the prioritized population. The qualified services must include minor home improvements that will enhance the quality of living, safety concerns or remediate code infractions.

Financial Impact: For FY 24, this program will be funded through Community Development, which has $50,000 available for this purpose. (37-515548). This program will be added to the development of the FY 25 Budget as one of the options to be considered by the Commission in evaluating the programs to be provided by the City next year within the context of FY 25 funding available to fund these programs.

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Proposed Action:

Staff recommends approval of legislation to establish a citywide home rehabilitation program.

Attachment:

Sponsored by: Commissioner Williams

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO REQUEST THAT MIAMI-DADE COUNTY CONDUCTS A TRAFFIC CONTROL STUDY AT THE INTERSECTION OF JANN AVENUE AND AHMAD STREET TO DETERMINE THE FEASIBILITY OF INSTALLING A 4-WAY TRAFFIC CONTROL SYSTEM WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intersection of Jann Avenue and Ahmad Street within the City of Opa-Locka ("City") is a high traffic area that appears to have low visibility to drivers and pedestrians as there have been several serious car accidents at this location; and

WHEREAS, the City Commission desires to have a traffic control study conducted to determine the feasibility of installing a 4-way traffic control system. It is believed that creating a 4-way stop will help to reduce traffic infractions and provide higher visibility at this intersection; and

WHEREAS, traffic feasibility studies are conducted by Miami-Dade County and the City Commission desires to direct the City Manager to request that Miami-Dade County conduct a traffic study to determine the best method of controlling traffic at the subject intersection; and

WHEREAS, the City Manager is directed to take the necessary steps to initiate communications for purposes of a study and any findings shall be presented to the City Commission upon completion; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to approve a request to Miami-Dade County to conduct a traffic control study at the intersection of Jann Avenue and Ahmad Street within the City to determine the feasibility of installing a 4-way traffic control system.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby directs the City Manager to submit a request to Miami-Dade County requesting that a traffic control study be conducted at the intersection of Jann Avenue and Ahmad Street to determine the feasibility of installing a 4-way traffic control system at said intersection within the City.

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

DocuSign Envelope ID: 5756A426-4B6F-4E41-BBE2-BF238256CD1A

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin E. Williams			**CM Signature:**	DocuSigned by: C46C07C1E8DE492...			
Commission Meeting Date:	*06/26/2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to conduct a traffic control study at the intersection of Jann Avenue and Ahmad Street to determine the feasibility of installing a 4-way traffic control system.

Staff Summary:

The intersection of Jann Avenue and Ahmad Street is a high traffic area that appears to have low-visibility to drivers and pedestrians which could potentially pose a danger. There has been several serious car accidents at this location. The City Commission desires to have a traffic control study conducted to determine the feasibility of installing a 4-way traffic control system. It is believed the creating a 4-way stop will help to reduce traffic infractions and provide higher visibility at this site. The City Manager shall be authorized to take the necessary steps to initiate the study. The findings shall be presented to the City Commission upon completion.

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Financial Impact: Traffic feasibility studies are done by Miami-Dade County. Fees vary however they should not exceed $500 per location and are expensed to the Roads & Streets division; Other Contracted Services account # 41-541340 which has an available balance of $12,765.

Account	Description	Available	Project	Remaining Balance
41-541340	Other Contracted Services	$12,765	$500	$12,265

Proposed Action:

Staff recommends approval of this item to allow Miami-Dade County traffic section to perform all necessary traffic surveys, to determine the best method of controlling traffic at this intersection.

Attachment:

1. Agenda
2. Location

Ahmad St.
Jann Ave.
Ahmad St
Jann Ave
Jann Ave
Ahmad St

Sponsored by: Commissioner Williams

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO INVESTIGATE THE NEED FOR AN ADDITIONAL CODE ENFORCEMENT OFFICER POSITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Among other powers of the City of Opa-Locka's City Commission, Section 2.5 of the City Charter gives the power to "inquire into the conduct, of any office, department or agency of the City and make investigations as to municipal affairs"; and

WHEREAS, there are currently four (4) Code Compliance Officers and one (1) Supervisor position that is tasked with daily compliance monitoring and issuance of citations; and

WHEREAS, the City Commission hereby directs the City Manager to investigate the need for an additional code enforcement officer, including the cost of costs associated with said position; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to authorize the City Manager to investigate the need for an additional code enforcement officer position as in the best interests of the City of Opa-Locka.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to investigate the need for an additional code enforcement officer position within the Code Compliance Department.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

DocuSign Envelope ID: 9B194674-D1B5-46DA-A5A4-87A27BD001CB

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: C46C07C1E8DE492...			
Commission Meeting Date:	June 26, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to include an additional Code Compliance Officer position to the Code Compliance Department.

Staff Summary:

The Code Compliance Department is tasked with protecting the public health, safety and welfare of residents through the enforcement of the City's codes and standards. There are currently four (4) Code Compliance Officers and one (1) Supervisor position that is tasked with daily compliance monitoring and issuance of citations. There has been an increase in the need for enforcement within the City. To ensure that there is sufficient staff to efficiently accommodate the high demand, the City Commission desires to include an additional full-time Code Compliance Officer to the Department. The City Manager shall be authorized to advertise and recruit a qualified incumbent for this position.

Financial Impact: The cost of an additional Code Compliance Officer, including obtaining an additional vehicle, will be approximately $73,000 annually. This position will be included in the proposed FY 25 budget for Commission consideration. Any expense associated with this position prior to the start of the new fiscal year will be funded from forecasted savings in the Code Compliance budget.

Proposed Action:

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Staff recommends the approval to include an additional Code Compliance Officer to the Code Compliance Department.

Attachment:

Sponsored by: City Manager

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ESTABLISH A HISTORIC HOME MOORISH DESIGNS RESTORATION PROGRAM FOR HISTORIC DESIGNATED HOMEOWNERS WITHIN THE CITY; PROVIDING FOR A PARTIAL FUNDING SOURCE FOR THE PROGRAM; APPOINTING AND AUTHORIZING A DESIGNATED PROJECT CONTACT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 2016, pursuant to Ordinance 16-13, the City of Opa-locka, Florida (" City") established the Historic Environmental Preservation Board ("Board") in order to preserve and protect the City's historic and cultural heritage and foster civic pride; and

WHEREAS, the City has identified homes that has been historically designated and in need of Moorish restoration and improvements; and

WHEREAS, a Historic Homes Moorish Designs Restoration Program, attached hereto as Exhibit "A", is being recommended for consideration by City Commission; and

WHEREAS, the Fiscal Year 2023-2024 approved budget has an allocation of One Hundred Thousand Dollars ($100,000.00) for Community Historic Grants. The City Manager recommends that four (4) awards be provided to qualifying historically designated homes and each Moorish Restoration award not exceed Twenty-Five Thousand Dollars ($25,000.00); and

WHEREAS, the City Commission authorizes the City Manager to act as the appropriate official on behalf of the City of Opa-Locka, Florida for the Historic Moorish Designs Restoration Program and to sign any and all necessary applications and other forms; as well as submit any additional information required and execute any necessary contracts and/or other agreements between the parties that may result from the Program application; and

WHEREAS, the City Planning, Zoning and Community Development Director shall act as Designated Contact for this grant; 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 establish The Historic Homes Moorish Designs Restoration Program, as provided for herein and in Exhibit "A" attached.

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 establishes The Historic Homes Moorish Designs Restoration Program, as provided for herein and in Exhibit "A" attached.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

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:	June 12, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:** Planning & Community Development		City Manager			

Short Title

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD; ALLOWING HISTORIC DESIGNATED HOMEOWNERS TO APPLY FOR HISTORIC DESIGNATION THROUGH THE HISTORIC HOME MOORISH DESIGNS RESTORATION PROGRAM; PROVIDING FOR A PARTIAL FUNDING SOURCE FOR THE REQUIRED RESTORATION ; APPOINTING AND AUTHORIZING A DESIGNATED PROJECT CONTACT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

History: In 2023 The Historic Homes Moorish Designs Restoration Program was presented before members of the Historic Preservation Environmental Board for consideration. Board members proffered and suggested series of criteria for the program and the general characteristics associated with Moorish Design. Several modifications were made to the application process and the Board members unanimously recommended four (4)awards to qualifying historically designated homes and each Moorish Restoration award not to exceed $25,000.

Financial Impact: The FY 2024 approved budget has an allocation of $100,000 for Community Historic Grants, account 37-515531. This account currently has the full allocation of $100,000 available and the funding for the grant is provided by the General Fund.

Proposed Action:

Planning and Community Development staff recommends the approval allowing for homeowners to apply for the Historic Designation through the Historic Home Morrish Designs restoration program.

Attachment:

Draft Resolution
Outline of Criteria
Application Form
Conflict of Interest Disclosure
Agreement

THE GREAT CITY OF OPA-LOCKA

HISTORIC MOORISH DESIGNS RESTORATION PROGRAM - CRITERIA

1. Must Have Legal Ownership of the Registered Historic Property
2. Property should be the main Residence (Homestead Exemption)
3. Clear of liens and code citations
4. Property must be located within the limits of the City of Opa-locka
5. Conforms to the City Zoning and Land Development Regulation regarding the use and density permitted
6. The Maximum amount of the Award shall not exceed $25,000.00
7. Any allowable repair must not be deemed to constitute a condition of imminent threat to the public health, safety, or welfare of the occupant
8. Applicant(s) must be current on all secured mortgage(s) and real estate taxes at the time of application
9. CD/HEPB will select contractors
    a. 3 pre-qualified contractors will be provided
    b. Homeowner will select 1 of 3 prequalified contractors
10. Must agree to the installation of a new Opa-locka Register of Historic Place marker
11. Must agree to maintain "improvements"
12. Must agree to maintain the structure for a minimum period of 5 years, or the city may apply for a lien for the Grant contribution.

NOTE: General characteristics associated with the Moorish Design

1. Dome	**2. Crenellated Parapets**
3. The Horseshoe Arch	**4. Flat Roof**
5. Minaret	**6. Textured Stucco Exteriors**
7. Courtyards	**8. Bas-Relief**
9. Geometric Interlacement of Motif	**10. Tile Roof**
11. Casement Windows	**12. Ceramic Tile Accents**

Application starts: Summer 2024 **Application Deadline: Spring 2025**

CITY OF OPA-LOCKA
HISTORIC "HOME DOME" RESTORATION PROGRAM
APPLICATION

NOTE: ASSISTANCE IS BASED ON THE AVAILABILITY OF FUNDS. ALL REQUIRED DOCUMENTS MUST BE SUBMITTED WITH YOUR APPLICATION IN ORDER TO REVIEW FOR ELIGIBILITY.

Full Name:	Date:
Home Address:	
City:	Zip Code:
Phone Number:	
E-mail Address (print):	
Marital Status:	
Employed: Yes / No	Self Employed: Yes / No

1. Property must have been granted Homestead Exception from Miami-Dade County Property Appraiser's Office or the owner has applied for Homestead Exception prior to applying for any financial Grant.

2. No bankruptcy or foreclosure action during any state of the process? (Yes) (No)

3. Briefly describe the restoration project - "Preference given for improvements that include the construction of Residential Dome/s"

Historic Environmental Preservation Board (HEPB)

Recommendation

Approved / Denied

3. Procedures

Applicants are advised that it may take between 60 and 90 days to fully process a Moorish Restoration Grant Application, depending upon the completeness of the Application and back up information, and the Historic Environment Preservation Board (HEPB) meeting schedule. The Board meets on a monthly basis. Once an application is fully complete it is anticipated that it will be presented to the Board at the next available meeting.

Submitting the Moorish Restoration Grant Program Application

All documentation provided to the HEPB as part of the application will become a Public Record and as such are viewable by the public and not considered confidential, subject to any exemptions provided by Florida Law.

1. Applicants must own (of have POA from owners) in other to apply for properties that are Registered Historic Properties or sites.

2. Schedule an appointment with Planning, Zoning and Community Development staff as early in the process as possible to discuss the project and make sure it meets program Criteria. Please call (305) 953-2868 Ext 1504 or e-mail Dcheng@opalockafl.gov (Diana Cheng)

3. Meet with the Planning and Zoning Department for a preliminary review of proposed renovation to property.

4. Compile application materials and submit the complete application to the Planning and Zoning Office.

5. HEPB reviews applications, the Building Department conducts a site inspection and notifies applicants of any missing information. Application must be completed in its entirety, including attaching all required documents. Incomplete applications will be returned to the applicant and not processed, nor considered for participation in the program.

6. The complete application package and Moorish Restoration Grant Agreement signed by applicant are presented to the HEPB for review and recommendation. Applicants will be notified of the date and time that their applications will be considered by the Historic Environment Preservation Board. The recommendation of the HEPB shall be final.

7. Planning and Zoning staff notifies applicant of the HEPB recommendation for approval or denial. Applicants who are not approved may apply again for one year from denial.

8. Project commences

Application starts: Summer 2024 **Application Deadline: Spring 2025**

CITY OF OPA-LOCKA
HISTORIC "HOME DOME" RESTORATION PROGRAM
CONFLICT OF INTEREST DISCLOSURE

As an applicant of the City of Opa-locka/Opa-locka Historical Restoration Grant Program, I understand that I must disclose my relationship with persons who I may be associated with in the City of Opa-locka I, therefore, attest to the following: Place vow· initials next lo vow· answer.

_____ I **am not** a current City of Opa-locka official, employee, commissioner, agent and/or representative of the city.

_____ I **am** a current City of Opa-locka official, employee, commissioner, agent and/or representative of the city. Position/Title _____.

_____ **I am** a former City of Opa-locka official, employee, commissioner, agent and/or representative of the city. Position/Title _____
Date of Employment or Date Term Ended _____.

_____To the best of my knowledge, I **am not** aware of any current City of Opa-locka official, employee, commissioner, agent and/or other representative of the city who is related to me or with whom I am a business associate.

_____ I am related to or have a business relationship with a current City of Opa-locka official, employee, commissioner, agent and/or representative.

His/her name is _____. This person is associated with the City of Opa-locka in the capacity of _____.

Applicant Signature: _____

Date: _____

AGREEMENT AND AUTHORIZATION TO VERIFY INFORMATION

The undersigned provides authorization for the City of Opa-locka as follows: 1) to verify information submitted in this application and 2) to make copies of this application as required to receive grant. The applicant understands that all information and documents provided in association with this application are public records and are subject to the State of Florida's public records laws.

I certify that the infom1ation provided in this application is true and correct. Any intentionally false or fraudulent statement or supporting document will constitute cancellation of this application and liability in any legal action brought against me by the City of Opa-locka. The City of Opa-locka is hereby authorized to inspect the property prior to approval or later, if warranted. I agree to have no claim for defamation, violation of privacy or other claims against any person, firm or corporation by reason of any statement or information released by them to the City of Opa-locka.

NOTICE OF COLLECTING SOCIAL SECURITY NUMBERS FOR GOVERNMENT PURPOSES

State law requires that notice be given to persons when requesting their Social Security Number (SSN). The City of Opa-locka collects your social security number for purposes of identification verification and may share the information with other agencies for the same purpose. The request for your SSN is authorized by stale law, 119 .1171(S)(a) I·21107.

PENALTY FOR FALSE OR FRADULENT STATEMENT

Federal law, U.S.C. Title 18, Sec. I00 I provides: Whoever, in any matter within the jurisdiction of any depat1ment or agency of the U.S. knowingly and willfully falsifies or makes false, fictitious, or fraudulent statements, or entries, shall be fined not more than $10,000 or imprisoned for not more than five years, or both.

PRIVACY ACT NOTICE

This information is to be used by the agency collecting it, or its assignees, in determining your eligibility for assistance. The information will not be disclosed outside the agency except as required and permitted by law. Failure to provide this information may delay or result in rejection of your application. All information you provide is subject to Florida's public records laws.

Applicant Signature_____ Date: _____

CITY OFFICIAL USE ONLY

City Approval: _____

City Denial: _____

Approved Amount: $ _____

Date: _____

City Manager's

Signature: _____

Sponsored by: City Manager

RESOLUTION NO. XX-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDED LIST OF PROJECTS, ATTACHED HERETO AS EXHIBIT "A", TO BE FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has received Seven Million Nine Hundred Fifty-Seven Thousand Sixty-Two Dollars ($7,957,062.00) in American Rescue Plan Act (ARPA) grant funding; and

WHEREAS, the ARPA program requires that all expenditures be obligated by December 31, 2024, and be completely expended by December 31, 2026; and

WHEREAS, the City Commission is required to approve ARPA funding and procurement is required for all approved funding: and

WHEREAS, additionally, with the deadline for obligation of ARPA funds approaching, it has become evident that some projects have not progressed as quickly as anticipated, making it impossible to obligate the associated funds for certain construction projects by the grant deadline. Consequently, some projects have been replaced by other priority projects for which the funding can be obligated by the deadline; and

WHEREAS, the City Manager's current recommendations are attached hereto as Exhibit "A. The City Manager shall be required to return to the City Commission during the month of November 2024 to report on the progress of all ARPA projects and verify that all projects have been properly procured; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interests of the City and its residents to approve the recommended list of projects, attached hereto as Exhibit "A", to be funded by American Rescue Plan Act (ARPA) funds.

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

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

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka hereby approves the

recommended list of projects, attached hereto as Exhibit "A", to be funded by American Rescue Plan Act (ARPA) funds.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

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City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director's Signature**	ROBERT ANATHAN DocuSigned by:		
City Manager:	Darvin Williams			**CM Signature:**	C46C07C1E8DE492...		
Commission Meeting Date:	*06.26.2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:

American Rescue Plan Act (ARPA) Proposed Projects.

Staff Summary:

Issue / Recommendation: Staff has developed a schedule of projects that qualify for ARPA funding under the ARPA program. Staff recommends the City Commission approve the proposed list.

History: The City has received $7,957,062 of ARPA grant funding. The ARPA program requires that all expenditures be obligated by December 31, 2024 and completely expended by December 31, 2026. For

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projects to be undertaken by a contractor, the project is considered to be obligated if a purchase order has been issued for a contract. Other programs which are run by the City rather than a contractor, such as the Rental Assistance Program, make payments to landlords as residents request assistance. These programs can continue until December 31, 2028 as long as the funds approved for these programs remain available. These funds can't be encumbered through purchase orders by December 31, 2024 since it is unknown as to which landlords will receive payment between January 1, 2025 and December 31, 2026. For programs of this nature for which funds can't be encumbered through a purchase order by December 31, 2024, approval by Commission through a resolution is deemed to be an obligation of these funds.

In addition to the ARPA funds received, it is anticipated that these funds will generate another $500,000 of interest income by the end of FY 25. Under ARPA regulations, this interest income can be used by the City in any way that it chooses in the normal conduct of governmental business. There is no requirement that these funds be obligated by a certain date, and there is no requirement to report how these funds are used.

On October 20, 2021, an initial workshop was conducted to provide the Commission and the community with an initial set of staff recommendations for the use of the ARPA funds and to receive guidance as to possible alternatives. On February 23, 2022, a follow-up workshop was conducted to provide an update on staff recommendations with guidance from the prior workshop included. Subsequently, to obtain direct community involvement, staff created six eligible $250,000 project packages of direct community interest, and on January 14, 2023 a workshop was conducted where the community was requested to select the top four most popular projects. Due to a tie between the fourth and fifth projects, the top three most popular projects were included in the proposed project list with budgets of $250,000 each and the fourth and fifth most popular projects were included in the proposed project list with budgets of $125,000 each.

Current Activity: With the deadline for obligation of ARPA funds approaching, it has become evident that the design of some projects hasn't progressed as quickly as anticipated, making it impossible to obligate the associated construction funds for these projects by the deadline. Consequently, some projects have been replaced by other priority projects for which the funding can be obligated by the deadline. The current staff recommendations were presented at the May 22, 2024, Commission meeting and are attached, with one minor adjustment. In last month's presentation, $33,287 was allocated for Consultant support. This has been reduced to the total amount incurred to date, $7,355, with an additional $25,932 being allocated to the Pump Station #9 Rehabilitation Project. Any additional Consultant support will be funded with ARPA interest which doesn't require an obligation by December 31, 2024. It should be noted that many of the project costs are estimates, with Requests For Proposal (RFP) pending. Once the RFPs are evaluated and contracts awarded this summer and fall, cost among the projects will be reallocated and staff will return in November with an updated project list.

Financial Impact**:** With all projects obligated by December 31, 2024, the City will be able to fully utilize the $7,957,062 awarded to it under the American Rescue Plan Act (ARPA).

Proposed Action:

Staff recommends the City Commission approve the recommended list of projects to be funded by the ARPA Program.

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Attachment:

1. May 22nd 2024 ARPA Presentation updated for adjusted Consultant fees.
2. Project Descriptions

American Rescue Plan Act (ARPA) Update

May 22, 2024

Overview

	ARPA	Other	Total
Community Selected Projects	1,000,000	-	1,000,000
Other Projects	6,957,062	4,960,724	11,917,786
Total Projects	7,957,062	4,960,724	12,917,786

Community Selected Projects

	ARPA	Other	Total	
Artscape	62,500	-	62,500	RFP Under Development
Trees (Medians & Swales)	62,500	-	62,500	RFP Under Development
H. Miller/Segal/Ingram Renov	250,000	-	250,000	Initial Phase Under Contract
Rental Assistance	250,000	-	250,000	Program Active
Commercial Grants	125,000	-	125,000	Program To Be Presented - June
Fire Station/HR Building	250,000	-	250,000	Under Design
Community Selected Project	1,000,000	-	1,000,000	

Other Projects

	ARPA	Other	Total	
NW 135th Street Water Main	500,000	-	500,000	RFP Under Development
Rutland Water Main & Meter Reloc	195,000	-	195,000	RFP To Be Developed
Sesame St Water Main Relocation	205,000	-	205,000	RFP To Be Developed
Cairo Lane	1,955,000	3,741,224	5,696,224	RFP Out - July
Sewer Smart Covers / Telemetry	280,000	-	280,000	Nearly Complete
Pump Station #4 Relocation	413,775	419,500	833,275	RFP Out - July
Pump Station #9 Rehab	725,932	-	725,932	Proposals Received
Pump Station #16 Rehab	800,000	-	800,000	Proposals Received
North District Water Distribution	425,000	-	425,000	Under Contract
NW 133rd St - Sewer Relocation	400,000	-	400,000	Proposals Received
Pump Station Flow Meters	900,000	-	900,000	RFP Out - June
Sewer System Modeling	150,000	-	150,000	RFP Out - June
Consultants	7,355	-	7,355	Add't Expense - ARPA Interest
Other Projects	6,957,062	4,160,724	11,117,786	

Sponsored By: City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF PROKEL MOBILITY FOR ON DEMAND AND FIXED-ROUTE RIDESHARE SERVICES PURSUANT TO RFP NO. 24-0205200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROKEL MOBILITY FOR SAID SERVICES, IN THE FORM ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS ($649,232.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 3, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0205200 for On-Demand Rideshare Services within the City; and

WHEREAS, three (3) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on February 26, 2024; and

WHEREAS, a Selection Board of five City employees was convened to review the proposals and presentations of the three bidders regarding the general services and the technology each employs to meet the needs of fixed route and on-demand service. The Selection Board scored each proposal based on a maximum of 5 points for each of the four criteria, with the following weighting for each criterion: Experience and Qualification (20%), Resources and Approach (40%), References (15%), Cost (25%); and

WHEREAS, excluding cost, ProKel Mobility, LLC. ("ProKel") and its proposal, attached hereto as Exhibit "A", ranked the highest in all other categories with the Selection Board; and

WHEREAS, ProKel has national presence, has an extremely experienced transportation management team, a very aggressive marketing plan to attract ridership, and what really set them apart was their state-of-the-art technology. This technology provides (1) continual awareness of what is happening in and with their vehicles, including safety monitoring, (2) a wide range of applications designed to provide rapid service and minimize wait time for the ridership, including synchronizing with connecting transportation systems to allow riders to move almost seamlessly from the City system to a connecting system and (3) an extremely large library of operational reports allowing the City to evaluate every aspect of ProKel's service. Most importantly, ProKel was the only vendor with fixed route experience; and

WHEREAS, the City Manager believes strongly that it is the best interest of the residents to maintain for some length of time, fixed routes so that residents have a known option as they become acclimated to the new ride share service. Accordingly, it is the recommendation of the City Manager the City Commission select ProKel to provide the best service to the City's riders, particularly because of its technology; and

WHEREAS, the cost estimated for ProKel's services is Six Hundred Forty-Nine Thousand, Two Hundred Thirty-Two Dollars ($649,232.00) annually, for Seventy-Five (75) hours per week of fixed route service and 150 hours per week of on-demand service; and

WHEREAS, the City Commission finds that acceptance of 5's proposal, relating to RFP No. 24-0205200, for On-Demand and Fixed-Route Rideshare Services within the City, attached hereto as Exhibit "A", in an amount not to exceed Six Hundred Forty-Nine Thousand Two Hundred Thirty-Two Dollars ($649,232.00) annually and in the form attached hereto as Exhibit "B", is in the best interest of the City and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of ProKel Mobility, LLC., relating to RFP No. 24-0205200, for On-Demand and Fixed-Route Rideshare Services within the City, attached hereto as Exhibit "A", in an amount not to exceed Six Hundred Forty-Nine Thousand, Two Hundred Thirty-Two Dollars ($649,232.00) annually and in the form attached hereto as Exhibit "B".

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

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

AGREEMENT FOR ON DEMAND AND FIXED-ROUTE RIDESHARE SERVICES WITHIN THE CITY

THIS IS AN AGREEMENT, dated the____day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

PROKEL MOBILITY, LLC.
a Florida Limited Liability Company, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONSULTANT for On-Demand and Fixed Route Rideshare Services within the city, pursuant to RFP No. 24-0205200.

1.2 CITY finds it necessary to seek a professional, full-service company for On-Demand and Fixed Route Rideshare Services.

1.3 CITY issued RFP 24-0205200 (“RFP”), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2024, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFP) 24-0205200.

1.5 Contractor’s firm will be responsible for providing On-Demand and Fixed Route Rideshare Services within the City.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 24-0205200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services and the Scope of Services attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 24-0205200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24-0205200. The payment for services pursuant to this Agreement shall not exceed Six Hundred Forty-Nine Thousand Two Hundred Thirty-Two Dollars ($649,232.00), per year.

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least ten days (10) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least ten (10) days prior to the expiration of the date or modification of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability. Limits: Combined single limit bodily injury/property damage $1,000,000. This coverage should include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

b. Coverage for Premises/Operations
c. Personal and Advertising Injury Liability
d. Products/Completed Operations
e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

- Limits: Combined single limit bodily injury/property damage $1,000,000
- Professional Liability (Errors & Omissions)
- Limits: $2,000,000 per occurrence

This coverage should include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability

Automobile Liability Insurance covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

- Limits: Bodily injury $500,000 each person, $500,000 each occurrence
- Property damage $100,000 each occurrence
- Professional Liability (Errors & Omissions)
- Limits: $2,000,000 per occurrence

- A copy of ANY current Certificate of Insurance should be included with your proposal.
- If you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.
- Certificate holder should be addressed as follows: City of Opa-locka 780 Fisherman Street, 4th Floor Opa-locka, FL 33054

5.5 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

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

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

NOT APPLICABLE

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is three (3) years with two one (1) year renewals, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation. The contract term not exceeding five (5) years.

11.2 This Agreement may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 24-0205200, Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

ARTICLE 13
MISCELLANEOUS

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

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

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

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or

resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY:	Darvin Williams, City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Kelly Gonzalez Jr., Chief Executive Officer ProKel Mobility, LLC. 46 NW 168th Street North Miami Beach, FL 33169

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

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

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

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

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

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

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

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

Name: _____

Position: _____

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

CITY OF OPA-LOCKA



The city of bright opportunities

@opalockafl

RFP NO: 24-0205200

REQUEST FOR PROPOSAL (RFP)
ON-DEMAND RIDESHARE SERVICE

CITY OF OPA-LOCKA
RFP 24-0205200
On-Demand Rideshare Services

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CITY OF OPA-LOCKA

RFP NO: 24-0205200

On-Demand Rideshare Services

The sealed proposal for On-Demand Rideshare Services for the City of Opa-locka will be received at the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, Monday, February 05, 2024 at 2:00 p.m. Any RFP Package received after the designated closing time will be returned unopened. The city will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposal is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City's Clerk Office and marked **RFP for On-Demand Rideshare Services .**

Proposers desiring information for use in preparing proposal may obtain a set of such documents by visiting the city of Opa-locka website at https://www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 24-0205200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

City Clerk
Joanna Flores

PART I
PROPOSAL GUIDELINES

1-1. **INTRODUCTION:** The City of Opa-locka seeks proposals for an On-Demand Rideshare Services. The City is soliciting bids on behalf of the City Manager's Office for the On-Demand Rideshare Services under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. **PROPOSAL SUBMISSION**: The City of Opa-locka will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The city must receive all proposals by 2:00 pm on 02/04/2024. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 24-0205200 On-Demand Rideshare Services** . This package shall also include the Proposer's return address.

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

The city cautions proposers to assure actual delivery of mailed or hand-delivered proposal directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposal. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

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

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

1-5. **Inquiries**: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and

interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

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

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

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

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

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

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

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

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

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

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

1-12. **Insurance:** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City and County is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

- The City of Opa-locka shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. If the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable and shall be considered breach of contract.
- Any firm performing work on behalf of the City of Opa-locka must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at http://www.fldfs.com.
- Commercial General Liability Insurance Covering premises-operations, product-completed operations, independent contractors, and contractual liability.

  Limits: Combined single limit bodily injury/property damage $1,000,000.

  This coverage should include, but not limited to:

  a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
  b. Coverage for Premises/Operations
  c. Personal and Advertising Injury Liability
  d. Products/Completed Operations
  e. Broad Form Contractual Liability

  Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

  - Limits: Combined single limit bodily injury/property damage $1,000,000
  - Professional Liability (Errors & Omissions)
  - Limits: $2,000,000 per occurrence

This coverage should include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability

- Automobile Liability Insurance

  Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

  Limits: Bodily injury $500,000 each person, $500,000 each occurrence

  Property damage $100,000 each occurrence

  Professional Liability (Errors & Omissions)

  Limits: $2,000,000 per occurrence

- A copy of ANY current Certificate of Insurance should be included with your proposal.
- If you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.
- Certificate holder should be addressed as follows:

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

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

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

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

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

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

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

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

1-20. **Contract Terms:** The term of the contract is anticipated to be two (2) fiscal year with a renewal of three (3) one-year terms, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

Calendar Events

EVENT	DATE/LOCATION	
Release Date	01/07/24	
Pre-Bid Meeting	TBA	
Written Questions Due	01/19/24 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	01/25/24 @ 5:00pm	
Due Date/Bid Opening	02/05/24 @ 2:00 pm	at: OPA-LOCKA City Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
1st Evaluation Committee Meeting (Open to the Public).	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	

PART II

NATURE OF SERVICE REQUIRED

PURPOSE

The City is soliciting proposals from qualified mobility service and technology providers to assist with the development and deployment of an On-Demand Rideshare Service Program. Proposers should include provisions for the necessary software application/platform, vehicles, drivers, and other elements as more fully described below. The Rideshare Service is meant to serve the general population of the City, although it will likely be limited to specific areas of the City.

The On-Demand Rideshare Services Program should provide the following benefits:

Description of Work:

- Resident-facing app that can be customized and allows booking.
- Software that allows at a minimum - asset management by staff and report on services.
- Provision of a fixed route determined by the City that allows for deviation when requested by residents Monday – Saturday from 6 am to 7 am weekdays and 9 am to 7 pm on Saturday.
- Provision of vehicle transportation on-demand by residents Monday – Saturday from 6 am to 7 am weekdays and 9 am to 7 pm on Saturday.
- Provision of wheelchair accessibility for both fixed route and on-demand services.
- Contractors shall provide Rideshare services within the City at scheduled locations.
- Contractor will provide all services necessary to operate and maintained the Rideshare services for the City including but not limited to the fleet, fuel, operational costs, cleaning services, additional requirements, and guidelines are provided under Technology and Additional Requirements section.
- The established services shall be on a fixed-route basis.
- Vehicle(s) shall be operated by a properly licensed operator ("vehicle chauffeurs") employed by the contractor.
- **On a quarterly basis, the contractor shall provide the City with updated background checks and license checks.**
- The contractor shall maintain the vehicle(s) under contract in accordance with vehicle manufacturer's standards and always keep vehicle(s) in proper operating and appearance condition. If the shuttle bus is out of service for any reason, it shall be the obligation and responsibility of the contractor to provide a replacement vehicle at no cost to the City.
- The route will serve the following locations in the City of Opa-locka:

    - Tri-Rail Opa-locka Station
    - NW 22nd Ave/Alibaba Ave
    - Top Value Plaza · Miami-Dade College Transit Hub
    - Senior Center – NW 132nd St / NW 28th Ave
    - Flea Market – North Entrance/ Le Jeune Rd.
    - Amazon Distribution Center
    - Golden Glades Interchange
    - Cordoba Courts
    - Glorieta Gardens Apartment
    - Mary Alice Brown Apartments
    - Amazon Mega Warehouse
    - Town One Senior Center

- Archbishop McCarthy Residence
- Opa-locka Flea Market
- Miami-Dade College: North Campus
- Opa-locka Municipal Complex
- Historic City Hall
- Sherbondy Park
- Segal Park
- Ingram Park

Additional Requirements and/or Expectations:

- Fuel and Maintenance Costs shall be included as part of the operational costs.
- Price Proposal shall provide a fixed route cost per Rideshare.
- Price Proposal shall provide a On-Demand service cost per Rideshare.

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 4 – Project Approach

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

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

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

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

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

3.2.8 Tab 7 – Pricing of Services

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

3.2.9 Tab 8 – References

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

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

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

4-2 EVALUATION CRITERIA

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

Categories	Points
Category 1. Experience and Qualifications (minimum of 5 years of experience).	45
Category 2. Project approach and methodology.	30
Category 3. References: three (3) required	15
Category 4. Cost of proposal	10
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

   Name: _____

   Address: _____

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

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

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

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

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

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

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

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

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

PRICE PROPOSAL FORM

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

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

FIXED ROUTE PRICE PER RIDESHARE: $_____

ON-DEMAND COST PER RIDESHARE: $_____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

_____ _____

Company Telephone Number

_____ _____

Name of Person Authorized to Submit Bid Fax Number

_____ _____

Signature Email Address

_____

Title

PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace

program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

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

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of

_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of

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

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

On-Demand Rideshare Services

RFP 24-0205200

ADDENDUM-01

This addendum is to change the due date on the RFP 24-0205200 On-Demand Rideshare Services solicitation.

- **The new due date for the On-Demand Rideshare Services is scheduled for Tuesday, February 13, 2024 at 2:00 pm.**

On-Demand Rideshare Services

RFP 24-0205200

ADDENDUM-02

This addendum is to change the due date on the RFP 24-0205200 On-Demand Rideshare Services solicitation.

- **The new due date for the On-Demand Rideshare Services is scheduled for Tuesday, February 20, 2024 at 2:00 pm.**

On-Demand Rideshare Services
RFP 24-0205200
Questions and Answers
ADDENDUM-03

1) Please provide clarification on when the RFP submittals are due as Page 1, shows that sealed proposals are due on Monday, February 5, 2024, at 2:00 p.m. Page 4, states in Section 1-2 titled Proposal Submission that proposals must be received by 2:00 p.m. on 02/04/2024. Then on page 9, in the Due Date/Bid Opening section it lists the due date to be February 5, 2024, by 2:00 p.m. Please clarify the submittal due date as the dates in the RFP clearly are not consistent.
The correct new due date for the bid is Monday, February 26, 2024.

2) On page 8 of the RFP, Section 1-19 titled "'Termination for Convenience" states that the City may terminate this agreement in whole or in part with a five (5) day Notice. Due to the investment that the contractor is required in purchasing vehicles, will the City of Opa-Locka consider eliminating this Termination for Convenience clause or make the contractor whole on the unamortized equipment purchases? **In lieu of five (5) day notice, the city will provide the contractor to cure the offending condition.**

3) On page 8, Section 1-20 titled Contract Term states that the term of this agreement will be for two (2) years with three (3) one-year renewal terms. Would the City of Opa-Locka consider making the initial agreement for the three-year term and two (2) one year renewal terms? This would allow the contractor to amortize vehicles for a three (3) year term instead of two years, as this would allow the contractor to provide a lower cost per hour quote in their submittals. **The City of Opa-locka is amenable to an initial three (3) year contract with two one (1) year renewal, for a contract term not exceeding five (5) years.**

4) On page 10 of the RFP, it states that the proposers should in vehicles to be utilized. Please provide detailed information on the vehicles to be utilized? can you provide us with the vehicle specifications for the requested? Please provide the type of vehicles needed, along with the number of vehicles needed and the passenger capacity of the vehicles. Also, please provide clarification on whether the required vehicles need to be new or used and if there is a mileage restriction on used vehicles. **The type of vehicle is left up to the discretion of the provider; new vehicles are preferred, if used vehicles are utilized the oldest allowed is model year 2020, with a maximum of 30,000 miles and a capacity of five (5) passengers.**

5) Please clarify if this service will be a fixed route service and if this new service will eliminate the current existing fixed route service, as the first six locations listed

on page 10 of the RFP are identical to the stops on the current fixed route Community Shuttle Bus Service. **The service will be a hybrid service consisting of a fixed route shuttle bus service, which is currently the North route in addition to on demand transportation.**

6) The Description of Work on page 10 of the RFP, states "Provision of a fixed route determined by the City that allows for deviation when requested by residents Monday — Saturday from 6am to 7am weekdays and 9 am to 7 pm on Saturday." Is this provision for the Fixed route service or the on-demand service? Is this timeframe between 6am and 7am a correct timeline or is this a typo. From 6am to 7 am is only one (1) hour per day during the weekdays? Please clarify the timeframe that this service will be operating. Please provide clarification on it this new service will be on-demand or fixed route service and what part will be rideshared along with what hours of operations will be required by the contractor for these services? **The fixed route will remain the same, with operational hours are 6AM to 7PM weekdays and 9AM to PM Saturdays. The rideshare service will respond to route deviations.**

7) On page 10 of the RFP, it requires the contractor to provide Rideshare services within the City at scheduled locations. Please provide the scheduled pickup and drop-off locations for the Rideshare Service along with the scheduled hours of operation and the number of vehicles that will need to be utilized for this new rideshare service. **We recommend two (2) vehicles for startup this number can be modulated based on demand, the operational hours are 6AM to 7PM weekdays and 9AM to PM Saturdays, pickup and drop-off locations within the city limits the fourteen (14) locations listed on are to be considered the main hubs for the rideshare service; however, a resident can request service from his/her home.**

8) In addition to the route locations listed on page 10 of the RFP where the first six locations are currently on the City's fixed route Community Shuttle Bus Service, the additional fourteen (14) locations that are listed, will they need to be scheduled on a fixed route or on-demand service? **These locations are intended to be served by an on-demand service.**

9) On page 11 of the RFP, it lists Additional Requirements and/or Expectations:
   a. Price Proposal shall provide a fixed route cost per Rideshare. What will the hours of service be and what type of vehicle is to be utilized (type of vehicle, number of vehicles, hours of operations). **The hours of operation for the on-demand service are from 8:00AM to 8:00PM Monday through Saturday. The type of vehicles to be utilized is at the sole discretion of the provider.**
   b. Price Proposal shall provide an On-Demand service cost per Rideshare. What are the hours of operation, number of vehicles needed and will the City or the contractor handle the reservations for the on-demand service? **The operational hours are 6AM to 7PM weekdays and 9AM to PM Saturdays; Two vehicles are recommended for startup this number**

can be modulated based on demand, the city contractor will handle reservations.

10) Is the City amenable to receiving pricing per vehicle hour rather than per rideshare? **The City will accept pricing structure for vehicles per hour and per rideshare.**

11) What is the anticipated ridership demand or number and breakdown of vehicle types needed to meet demand? **Ridership demand is unknown at this time therefore it should be based on an hourly rate.**

12) Is there a preference for an EV or hybrid fleet? Does the City have EV charging infrastructure that could be used for an all-electric fleet? **Although EV's would be preferred, The City of Opa-locka has no EV charging infrastructure.**

13) May a 2-week extension be granted to prepare a response? **If necessary, extensions will be provided. Addendum 3 will serve as an extension. See question one for the new due date.**

14) Is there a total budget allocated for this service? **TBD**

EVALUATION FORM

RFP No. 24-0205200 On-Demand Rideshare Services

Criterion	Weight	Description
Experience and Qualifications	20%	Number of years providing Feasibility Study services. Qualifications and experience of assigned staff. Licensing. Adherence to requirements, forms and qualifications listed in this RFP.
References	15%	Performance of similar services for governmental clients including at least two references.
Resources and Approach	40%	Adequate resources. Proposed plan and approach to fulfilling scope.
Price Proposal	25%	Cost of proposed services.
Total	**100%**	

Rating Scale	
0	Fails to Fit
1	Poor Fit
2	Fair Fit
3	Good Fit
4	Very Good Fit
5	Excellent Fit

EVALUATION FORM

RFP No. 24-0205200 On-Demand Rideshare Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: _____ **Date:** _____

Signature: _____

Firm Name: Freebee

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications		
References		
Resources and Approach		
Price Proposal		

Firm Name: ProKel

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications		
References		
Resources and Approach		
Price Proposal		

Firm Name: Slidr

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications		
References		
Resources and Approach		
Price Proposal		

EVALUATION MATRIX

RFP No. 24-0205200
On Demand Rideshare Services

Firm Name: Freebee

Evaluation

Criterion	Weight	Reviewer Name: Robert Anathan		Dake Schwarte		Airia Austin		Yesly Guillen		Owen Carney	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	20%	4	0.80	5	1.00	4	0.80	5	1.00	4	0.80
Resources and Approach	40%	4	1.60	5	2.00	4	1.60	4	1.60	3	1.20
References	15%	5	0.75	5	0.75	5	0.75	5	0.75	3	0.45
Proposed Fee	25%	4	1.00	4	1.00	5	1.25	4	1.00	4	1.00
Total	**100%**		**4.15**		**4.75**		**4.40**		**4.35**		**3.45**

Firm Name: ProKel Mobility

Evaluation

Criterion	Weight	Reviewer Name: Robert Anathan		Dake Schwarte		Airia Austin		Yesly Guillen		Owen Carney	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	20%	5	1.00	4	0.80	5	1.00	5	1.00	4	0.80
Resources and Approach	40%	5	2.00	5	2.00	4	1.60	4	1.60	3	1.20
References	15%	5	0.75	5	0.75	5	0.75	5	0.75	3	0.45
Proposed Fee	25%	0	0.00	2	0.50	1	0.25	2	0.50	2	0.50
Total	**100%**		**3.75**		**4.05**		**3.60**		**3.85**		**2.95**

Firm Name: Slidr

Evaluation

Criterion	Weight	Reviewer Name: Robert Anathan		Dake Schwarte		Airia Austin		Yesly Guillen		Owen Carney	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualification	20%	4	0.80	4	0.80	3	0.60	5	1.00	4	0.80
Resources and Approach	40%	4	1.60	3	1.20	4	1.60	5	2.00	4	1.60
References	15%	5	0.75	5	0.75	5	0.75	5	0.75	2	0.30
Proposed Fee	25%	5	1.25	4	1.00	5	1.25	4	1.00	4	1.00
Total	**100%**		**4.40**		**3.75**		**4.20**		**4.75**		**3.70**

EVALUATION MATRIX

RFP No. 24-0205200
On Demand Rideshare Services

Firm Name:

Evaluation

Reviewer Name:		Robert Anathan		Dake Schwarte		Airia Austin		Yesly Guillen		Owen Carney	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	50%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Resources and Approach	30%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
References	10%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Proposed Fee	10%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Total	**100%**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**

Firm Name:

Evaluation

Reviewer Name:		Robert Anathan		Dake Schwarte		Airia Austin		Yesly Guillen		Owen Carney	
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualification	50%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Resources and Approach	30%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
References	10%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Proposed Fee	10%	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Total	**100%**		**0.00**		**0.00**		**0.00**		**0.00**		**0.00**

FIRM SELECTED

Reviewer:

	Freebee	ProKel	Slidr	0	0
Robert Anathan	4.15	3.75	4.20	0.00	0.00
Dake Schwarte	4.75	4.05	3.75	0.00	0.00
Airia Austin	4.40	3.60	4.20	0.00	0.00
Yesly Guillen	4.35	3.85	4.75	0.00	0.00
Owen Carney	3.45	2.95	3.70	0.00	0.00
AVERAGE RATING	**4.22**	**3.64**	**4.12**	**0.00**	**0.00**

On-Demand Rideshare Services

RFP 24-0205200

ADDENDUM-01

This addendum is to change the due date on the RFP 24-0205200 On-Demand Rideshare Services solicitation.

- **The new due date for the On-Demand Rideshare Services is scheduled for Tuesday, February 13, 2024 at 2:00 pm.**

On-Demand Rideshare Services

RFP 24-0205200

ADDENDUM-02

This addendum is to change the due date on the RFP 24-0205200 On-Demand Rideshare Services solicitation.

- **The new due date for the On-Demand Rideshare Services is scheduled for Tuesday, February 20, 2024 at 2:00 pm.**

On-Demand Rideshare Services

RFP 24-0205200

Questions and Answers

ADDENDUM-03

1) Please provide clarification on when the RFP submittals are due as Page 1, shows that sealed proposals are due on Monday, February 5, 2024, at 2:00 p.m. Page 4, states in Section 1-2 titled Proposal Submission that proposals must be received by 2:00 p.m. on 02/04/2024. Then on page 9, in the Due Date/Bid Opening section it lists the due date to be February 5, 2024, by 2:00 p.m. Please clarify the submittal due date as the dates in the RFP clearly are not consistent.
The correct new due date for the bid is Monday, February 26, 2024.

2) On page 8 of the RFP, Section 1-19 titled "'Termination for Convenience" states that the City may terminate this agreement in whole or in part with a five (5) day Notice. Due to the investment that the contractor is required in purchasing vehicles, will the City of Opa-Locka consider eliminating this Termination for Convenience clause or make the contractor whole on the unamortized equipment purchases? **In lieu of five (5) day notice, the city will provide the contractor to cure the offending condition.**

3) On page 8, Section 1-20 titled Contract Term states that the term of this agreement will be for two (2) years with three (3) one-year renewal terms. Would the City of Opa-Locka consider making the initial agreement for the three-year term and two (2) one year renewal terms? This would allow the contractor to amortize vehicles for a three (3) year term instead of two years, as this would allow the contractor to provide a lower cost per hour quote in their submittals. **The City of Opa-locka is amenable to an initial three (3) year contract with two one (1) year renewal, for a contract term not exceeding five (5) years.**

4) On page 10 of the RFP, it states that the proposers should in vehicles to be utilized. Please provide detailed information on the vehicles to be utilized? can you provide us with the vehicle specifications for the requested? Please provide the type of vehicles needed, along with the number of vehicles needed and the passenger capacity of the vehicles. Also, please provide clarification on whether the required vehicles need to be new or used and if there is a mileage restriction on used vehicles. **The type of vehicle is left up to the discretion of the provider; new vehicles are preferred, if used vehicles are utilized the oldest allowed is model year 2020, with a maximum of 30,000 miles and a capacity of five (5) passengers.**

5) Please clarify if this service will be a fixed route service and if this new service will eliminate the current existing fixed route service, as the first six locations listed on

page 10 of the RFP are identical to the stops on the current fixed route Community Shuttle Bus Service. **The service will be a hybrid service consisting of a fixed route shuttle bus service, which is currently the North route in addition to on demand transportation.**

6) The Description of Work on page 10 of the RFP, states "Provision of a fixed route determined by the City that allows for deviation when requested by residents Monday — Saturday from 6am to 7am weekdays and 9 am to 7 pm on Saturday." Is this provision for the Fixed route service or the on-demand service? Is this time frame between 6am and 7am a correct timeline or is this a typo. From 6am to 7 am is only one (1) hour per day during the weekdays? Please clarify the timeframe that this service will be operating. Please provide clarification on it this new service will be on-demand or fixed route service and what part will be rideshared along with what hours of operations will be required by the contractor for these services? **The fixed route will remain the same, with operational hours are 6AM to 7PM weekdays and 9AM to PM Saturdays. The rideshare service will respond to route deviations.**

7) On page 10 of the RFP, it requires the contractor to provide Rideshare services within the City at scheduled locations. Please provide the scheduled pickup and drop-off locations for the Rideshare Service along with the scheduled hours of operation and the number of vehicles that will need to be utilized for this new rideshare service. **We recommend two (2) vehicles for startup this number can be modulated based on demand, the operational hours are 6AM to 7PM weekdays and 9AM to PM Saturdays, pickup and drop-off locations within the city limits the fourteen (14) locations listed on are to be considered the main hubs for the rideshare service; however, a resident can request service from his/her home.**

8) In addition to the route locations listed on page 10 of the RFP where the first six locations are currently on the City's fixed route Community Shuttle Bus Service, the additional fourteen (14) locations that are listed, will they need to be scheduled on a fixed route or on-demand service? **These locations are intended to be served by an on-demand service.**

9) On page 11 of the RFP, it lists Additional Requirements and/or Expectations:
   a. Price Proposal shall provide a fixed route cost per Rideshare. What will the hours of service be and what type of vehicle is to be utilized (type of vehicle, number of vehicles, hours of operations). **The hours of operation for the on-demand service are from 8:00AM to 8:00PM Monday through Saturday. The type of vehicles to be utilized is at the sole discretion of the provider.**
   b. Price Proposal shall provide an On-Demand service cost per Rideshare. What are the hours of operation, number of vehicles needed and will the City or the contractor handle the reservations for the on-demand service? **The operational hours are 6AM to 7PM weekdays and 9AM to PM Saturdays; Two vehicles are recommended for startup this number**

can be modulated based on demand, the city contractor will handle reservations.

10) Is the City amenable to receiving pricing per vehicle hour rather than per rideshare? **The City will accept pricing structure for vehicles per hour and per rideshare.**

11) What is the anticipated ridership demand or number and breakdown of vehicle types needed to meet demand? **Ridership demand is unknown at this time therefore it should be based on an hourly rate.**

12) Is there a preference for an EV or hybrid fleet? Does the City have EV charging infrastructure that could be used for an all-electric fleet? **Although EV's would be preferred, The City of Opa-locka has no EV charging infrastructure.**

13) May a 2-week extension be granted to prepare a response? **If necessary, extensions will be provided. Addendum 3 will serve as an extension. See question one for the new due date.**

14) Is there a total budget allocated for this service? **TBD**

On-Demand Rideshare Services
RFP 24-0205200
CLARIFICATION & NOTIFICATION
ADDENDUM-04

This addendum requests clarification on the pricing and fee structure for the On-Demand Rideshare Services. Also, to notify respondents of the updates to the evaluation criteria.

- The City requests a complete breakdown of the total fee structure. Please provide details and explain how the firm created the pricing based on the solicitation.

- Original Weighted Points Table

Categories	Points
Category 1. Experience and Qualifications (minimum of 5 years of experience).	45
Category 2. Project approach and methodology.	30
Category 3. References: three (3) required	15
Category 4. Cost of proposal	10
TOTAL	100

- Revised Weighted Points Table

Categories	Points
Category 1. Experience and Qualifications (minimum of 5 years of experience).	20
Category 2. Project approach and methodology.	40
Category 3. References: three (3) required	15
Category 4. Cost of proposal	25
TOTAL	100

On-Demand Rideshare Services
RFP 24-0205200
CLARIFICATION
ADDENDUM-05

This addendum requests clarification on the pricing and fee structure for the On-Demand Rideshare Services.

Ride service for one (1) vehicle costs $50.00 per hour, what's the breakdown? What makes the rideshare per hour $50? See Exhibit A for an example.

Expense Categories	**Fees/Associated Cost**
Drivers Compensation	$20.00
Vehicle Operating Expense	$10.00
Vehicle Amortization	$10.00
Other	$10.00
Rideshare Per Hour Sum Total	**$50.00**

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 24-0205200
On-Demand Rideshare Services

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received by 2:00 p.m. on February 26, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 3:00 p.m. on the 26th day of February 2024.

PROPOSAL(S) RECEIVED

	NAME/ADDRESS	Price Proposal
1.	**PorKel Mobility** **46 NW 168 St** **North Miami Beach, FL 33169** **Contact: Kelly Gonzalez Jr., CEO** **Mobile: 561.506.5721** **Email: kelly@prokelmobility.com**	**$69.03 per hour**
2.	**Freebee** **373 NE 61 St** **Miami, FL 33137** **Contact: Jason Spiegel, Managing Director** **Tele: 215.370.5699** **Email: jason@ridefreebee.com**	**$284,800 annually**
3.	**Slidr** **500 NE Spanish River Blvd** **Boca Raton, FL 33431** **Contact: Michael Trombino, CEO** **Tele: 561.715.7911** **Email: mike@rideslidr.com**	**$245,232.00 annually**

Please note that all proposals were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on February 26, 2024.

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

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA

RFP NO: 24-0205200

March. 19, 2024 @ 12:00 P.M.

Evaluation & Presentation meeting, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
R. ANATHAN	O-L	ranathan@opalockafl.com	305-953-2868 x 12CK
Owen Carnoy	Public Works	Ocarnoy@opalocka.fl.gov	305-953-2828
Yesly Guillen.	City of Opa-locka Grant Administrator	Yguillen@opalockafl.gov.	(305) 953-2868.
AERIA AUSTIN	CITY OF OPA-LOCKA PUBLIC WORKS		
Drake Schwarte	City of Opa-locka	dschwarte@opalockafl.gov	(305) 953-2868

CITY OF OPA-LOCKA

RFP NO: 24-0205200

March 15, 2024 @ 2:00 P.M.

PRE-BID MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
Jay Bergel	City of Opa-locka	jbergel@opalockafl.gov	305-953-2898
R. ANATHAN	" "	ranathan@opalockafl.gov	305-953-2868 x 1204
Duke Schwarte	" "	dschwarte@opalockafl.gov	305-953-2898
ALEXA AUSTIN	CITY OF OPA-LOCKA	AAUSTIN@OPALOCKAFL.GOV	305-321-2586
Owen Carney	City of opa locka	ocarney@opalockafl.gov	305-953-2828
Yesly Guillen	City of Opa-locka	Yguillen@opalockfl.go	(305) 953-2868 Ext: 1013.

EVALUATION FORM

RFP No. 24-0205200 On-Demand Rideshare Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Yesly Guillen **Date:** 03/21/24

Signature: Guillen

Firm Name: Freebee

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	4
Price Proposal	4

Notes:

Since 2012, 1st contract = 2016. Very well known locally w. many Active contracts & more to come. Friendly, Informative & Entertained App that offers great marketing for local Business, events, & Places of interest. Excellent trackable system & Data collection for Reports. Call serv. avail. for elderly. Info avail. in Creole, Spanish & English. Mainly focused On-Demand, but open to Fixed Route Good Price.

Firm Name: ProKel

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	4
Price Proposal	2

Notes:

Since 2015. Is a DBE minority certified Business. Experience with On-Demand & Fixed Route Serv. App with great tracking System & Data collection for Reporting & marketing purposes. Highly expensive.

Firm Name: Slidr

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	5
Price Proposal	4

Notes:

Since 2016. Service implentation Period 1 1/2 month & Provision of local office & Electric Charging Station Installation at their own expense Friendly App & Website with excellent tracking System & Great Data Collector for marketing & Reporting Purposes. Call Service avail. for elderly. Info avail. in Creole, Spanish, French, Italian, & English. Offers an estimated ~~monthly~~ annual Advertising Revenue (vehicle Ads) of 60K +- to reduce cost. Good Price even w/o the Ads.

EVALUATION FORM

RFP No. 24-0205200 On-Demand Rideshare Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Owen Carney Date: 3-21-24

Signature: Owen Carney

Firm Name: Freebee

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	3
Price Proposal	4

Notes:

Firm Name: ProKel

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	3
Price Proposal	2

Notes:

Firm Name: Slidr

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	2
Resources and Approach	4
Price Proposal	4

Notes:

EVALUATION FORM

RFP No. 24-0205200 On-Demand Rideshare Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Duke Schwarte **Date:** 3/15/24

Signature:

Firm Name: Freebee

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	5
Price Proposal	4

Notes:

has a lot of experience & understanding of what is needed. App was / looked user friendly & dynamic.

Firm Name: ProKel

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	5
Resources and Approach	5
Price Proposal	2

Notes:

good / average experience however doesn't seem to have a lot of "ride-share App was amazing & techy

Firm Name: Slidr

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	5
Resources and Approach	3
Price Proposal	5

Notes:

great presentation / price lowest among group / lack of local assests concerning.

RFP No. 24-0205200 On-Demand Rideshare Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: AIRIA AUSTIN **Date:** 09-11-2024

Signature: A. Austin

Firm Name: Freebee

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	5
Resources and Approach	4
Price Proposal	5

Notes:

Firm Name: ProKel

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	4
Price Proposal	1

Notes:

THEY SEEM TO HAVE A WEALTH OF EXPERIENCE
THEY MET OUR REQUEST
THIS COMPANY IS RESOURCE RICH
BASED ON PROVIDED INFO PRICE SEEMS EXCESSIVE

Firm Name: Slidr

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	5
Resources and Approach	4
Price Proposal	5

Notes:

WILL BE NEW TO OUR SECTOR

THEY MET OUR REQUIREMENTS
THEIR RESOURCES MEETS OUR EXPECTATIONS
THEIR REASONABLY PRICED

EVALUATION FORM

RFP No. 24-0205200 On-Demand Rideshare Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: R. ANATHAN **Date:** 3-15-24/3-18-24

Signature: R. Anathan

Firm Name: Freebee

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications	4	Good "on-demand" experience
References	5	All had three references
Resources and Approach	4	Approach would get the jobs done satisfactorily
Price Proposal	4	Second best price

Firm Name: ProKel

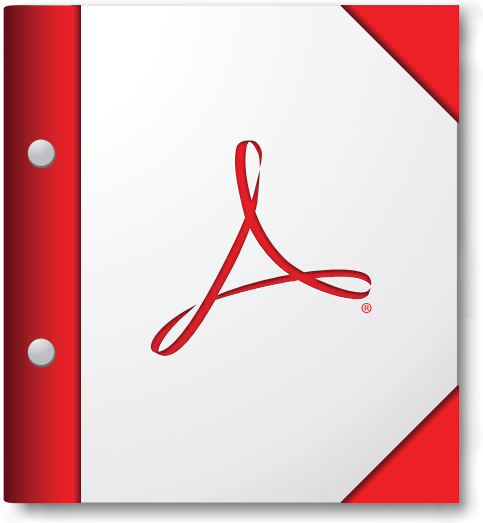
Evaluation

Criterion	Rating	Notes:
Experience and Qualifications	5	Depart overall experience
References	5	All had three references
Resources and Approach	5	Most technologically advanced approach
Price Proposal	0	Price was double other bids

Firm Name: Slidr

Evaluation

Criterion	Rating	Notes:
Experience and Qualifications	4	Good "on-demand" experience
References	5	All had three references
Resources and Approach	4	Approach would get the jobs done satisfactorily
Price Proposal	5	Best price proposed



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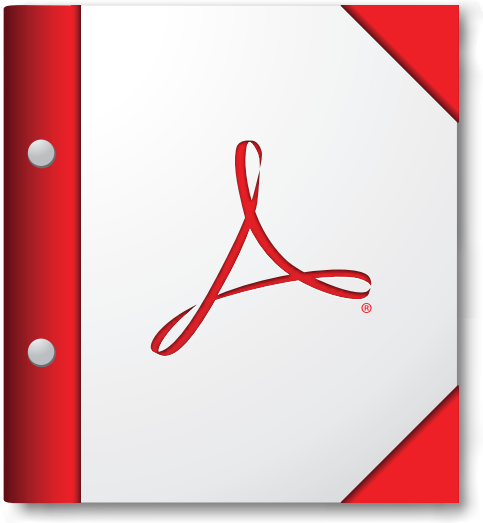

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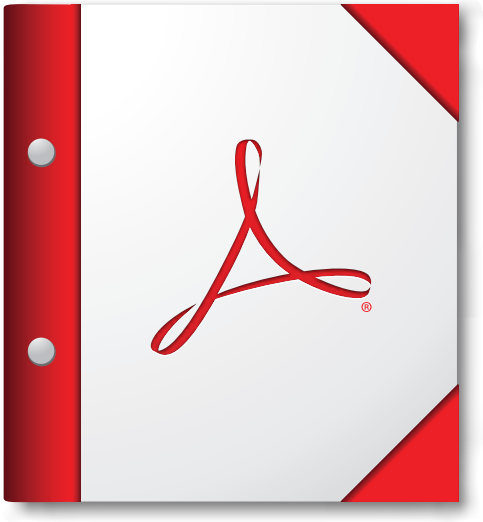

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Sponsored By: City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF COMFORT TECH AIR CONDITIONING, INC. FOR DESIGN AND BUILD HVAC SYSTEM UNIT REPLACEMENT AND SERVICES FOR THE MUNICIPAL COMPLEX WITHIN THE CITY, PURSUANT TO RFP NO. 24-0408200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COMFORT TECH AIR CONDITIONING FOR SAID SERVICES, IN THE FORM ATTACHED HERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED TWO MILLION, FOUR HUNDRED THOUSAND DOLLARS (2,400,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 8, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0408200 for Design and Build HVAC System Unit Replacement and Services for the Municipal Complex within the City; and

WHEREAS, three (3) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on May 6, 2024; and

WHEREAS, a Selection Board of three City employees was convened to review the proposals and presentations of the three bidders regarding Design and Build HVAC System Unit Replacement and Services. The Selection Board scored each proposal based on a maximum of 5 points for each of the four criteria, with the following weighting for each criterion: Experience (15%), Qualifications (15%), Resources and Approach (15%), Design and Material Selection (20%), Cost (25%); and

WHEREAS, the Selection Board selected Comfort Tech Air Conditioning, Inc. ("Comfort Tech Air Conditioning") as the highest-ranking bidder; and

WHEREAS, Comfort Tech Air Conditioning has strong connections to the South Florida community. The committed Comfort Tech team is comprised of experienced A/C technicians, skilled A/C installers, and other specialized personnel who are proficient in delivering high-quality HVAC installation and services to fulfill their customers' requirements; and

WHEREAS, Comfort Tech Air Conditioning has proposed Two Million, Four Hundred Thousand Dollars (2,400,000.00) for the project and the City Commission desires to accept the proposal and further enter into an agreement with Comfort Tech Air Conditioning; and

WHEREAS, the City Commission finds that acceptance of Comfort Tech Air Conditioning's proposal, relating to RFP No. 24-0408200, for Design and Build HVAC

System Unit Replacement and Services for the Municipal Complex within the City, attached hereto as Exhibit "A", in an amount not to exceed Two Million, Four Hundred Thousand Dollars (2,400,000.00) and in the form attached hereto as Exhibit "B", is in the best interest of the City and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Comfort Tech Air Conditioning's proposal, relating to RFP No. 24-0408200, for Design and Build HVAC System Unit Replacement and Services for the Municipal Complex within the City, attached hereto as Exhibit "A", in an amount not to exceed Two Million, Four Hundred Thousand Dollars (2,400,000.00) and in the form attached hereto as Exhibit "B".

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

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2024.

_____
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 _____
Commissioner Kelley _____
Commissioner Williams _____
Vice Mayor Ervin _____
Mayor Taylor _____

Design and Build HVAC System Unit Replacement and Services

THIS IS AN AGREEMENT, dated the____day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

COMFORT TECH AIR CONDITIONING, INC.
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 CITY is in need of a CONSULTANT for Design and Build HVAC System Unit Replacement and Services for the Municipal Building within the City, pursuant to RFP No. 24 -0408200.

1.2 CITY finds it necessary to seek a professional, full-service company for Design and Build HVAC System Unit Replacement and Services.

1.3 CITY issued RFP 24 -0408200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of _____, 2024, CITY selected CONTRACTOR to perform services needed that will provide consulting services relating to Request for Proposals (RFP) 24 -0408200.

1.5 Contractor's firm will be responsible for providing Design and Build HVAC System Unit Replacement and Services.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 24 -0408200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services and the Scope of Services attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 24 -0408200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24 -0408200. The payment for services pursuant to this Agreement shall not exceed Two Million, Four Hundred Thousand Dollars (2,400,000.00).

4.1 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.2 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.3 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled or modified until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period).

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deemsnecessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

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

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State

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

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

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

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 11
TERM AND TERMINATION

11.1 The term of the contract is three (3) fiscal years with a renewal of two (2) one-year (1). terms The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation.

11.2 This Agreement may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City determines that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination

specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

11.3 The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of General Conditions. There shall be a $1500 a day liquidated damages for every day that the project is not completed per the agreed upon schedule.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 24 -0408200, Exhibit "A", and the Scope of Services attached hereto as Exhibit “B”.

ARTICLE 13
MISCELLANEOUS

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

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

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

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed

that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY:	Darvin Williams, City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, 4TH Floor Opa-locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Maykel Hernandez, President Comfort Tech Air Conditioning, Inc. 13117 NW 107th Avenue Bay#6 Hialeah Gardens, FL 33018

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

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

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

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

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

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

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

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

City of Opa-locka

ATTEST:

_____ BY: _____

Joanna Flores
City Clerk

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____

Name: _____

Position: _____

_____

ATTEST:

_____
SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2024.

_____
NOTARY PUBLIC

My Commission Expires:

DocuSign Envelope ID: 6ACB9B91-BACB-49D5-AD82-D930CB46546E

City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director Signature:**	ROBERT ANATHAN DocuSigned by:			
City Manager:	Darvin Williams			**CM Signature:**	C46C07C1E8DE492			
Commission Meeting Date:	*06/26/2024*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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 to accept the proposal of Comfort Tech Air Conditioning, Inc. for Design and Build HVAC System Unit Replacement and Services pursuant to RFP No. 24-0408200 and to enter into an agreement with Comfort Tech Air Conditioning, Inc. for these services.

Staff Summary:

Request for Proposals (RFP) 24-0408200 was published on April 08, 2024, for Design and Build HVAC System Unit Replacement and Services for the Municipal Complex. Three companies submitted proposals which were certified by the City Clerk on May 6, 2024. The proposals and scoring sheets are attached for review.

A Selection Board of three City employees was convened to evaluate each of the three firms' proposals regarding Design and Build HVAC System Unit Replacement and Services. The Selection Board scored the bidders on a maximum of 5.00 points per category based on the following criteria:

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Category	Weighting Factor
Experience	15
Qualifications	15
Schedule	15
Resources and approach	15
Design and Materials Selection	20
Cost	25

The three proposals were evaluated and scored as follows.

Company	Score	Cost
Climate Care Air Conditioning	3.72	$2,300,000
Comfort Tech Air Conditioning	3.98	$2,400,000
Ozone Air Design	2.92	$1,099,000

The Selection Board has chosen Comfort Tech as the leading bidder because of its qualifications, resources, approach, and schedule. Additionally, Comfort Tech has strong connections to the South Florida community. The committed Comfort Tech team is comprised of experienced A/C technicians, skilled A/C installers, and other specialized personnel who are proficient in delivering high-quality HVAC installation and services to fulfill their customers' requirements.

The Selection Board recommendation was forwarded to the City Manager who approved the Selection Board recommendation.

Financial Impact: The City is in the process of obtaining $6 million of debt refinancing, of which $3.6 million is to be used to cover the forthcoming ballon payment due on the 2015 bond. The remaining $2.4 million was to have been split, with $1.6 million allocated for the replacement of the Municipal Complex air conditioning system and $0.8 million allocated for Ingram Park improvements. With the bids for this project coming in much higher than originally estimated, the entire remaining portion of the loan ($2.4 million) will be used for the Municipal Complex air conditioning project and alternate sources of funding will be identified at such time that the Commission chooses to proceed with major park improvements.

This is a one-time expenditure which won't impact the sustainability of future General Fund ongoing operations.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Comfort Tech Air Conditioning, Inc. and authorize the City Manager to enter into an agreement with this company.

Attachment:

RFP-24-0408200
Bid Certification
Bid Proposals

RFP No. 24-0408200
Design and Build HVAC System Unit Replacement and Services

Enter ratings from each reviewer in Rating Column
Selection Results will be displayed at:
FIRM SELECTED Section

Firm Name: Climate Care Air Conditioning Inc.

Evaluation

Criterion	Weight	Airia Austin Rating	Airia Austin Score	Adelina Gross Rating	Adelina Gross Score	King Leonard Rating	King Leonard Score
Experience	15%	4	0.60	3	0.45	5	0.75
Qualifications	15%	5	0.75	2	0.30	4	0.60
Schedule	15%	5	0.75	2	0.30	4	0.60
Resources & Approach	15%	4	0.60	2	0.30	4	0.60
Design and Material Selection	20%	3	0.60	2	0.40	4	0.80
Price Proposal	25%	4	1.00	2	0.50	5	1.25
Total	**105%**	25	**4.30**	13	**2.25**	26	**4.60**

Firm Name: Comfort Tech Air Conditioning Inc

Evaluation

Criterion	Weight	Airia Austin Rating	Airia Austin Score	Adelina Gross Rating	Adelina Gross Score	King Leonard Rating	King Leonard Score
Experience	15%	**5**	0.75	**3**	0.45	**3**	0.45
Qualifications	15%	**4**	0.60	**3**	0.45	**3**	0.45
Schedule	15%	5	0.75	3	0.45	4	0.60
Resources & Approach	15%	5	0.75	4	0.60	3	0.45
Design and Material Selection	20%	4	0.80	3	0.60	4	0.80
Price Proposal	25%	5	1.25	3	0.75	4	1.00
Total	**105%**	28	**4.90**	19	**3.30**	21	**3.75**

Firm Name: OZONE

Evaluation

Criterion	Weight	Airia Austin Rating	Airia Austin Score	Adelina Gross Rating	Adelina Gross Score	King Leonard Rating	King Leonard Score
Experience	15%	**5**	0.75	**3**	0.45	**3**	0.45
Qualifications	15%	**4**	0.60	**2**	0.30	**3**	0.45
Schedule	15%	3	0.45	2	0.30	3	0.45
Resources & Approach	15%	3	0.45	2	0.30	3	0.45
Design and Material Selection	20%	3	0.60	2	0.40	3	0.60
Price Proposal	25%	3	0.75	1	0.25	3	0.75
Total	**105%**	21	**3.60**	12	**2.00**	18	**3.15**

FIRM SELECTED

Reviewer:

	Climate Care Air Conditioning Inc.	Comfort Tech Air Conditioning Inc	OZONE
Airia Austin	4.30	4.90	3.60
Adelina Gross	2.25	3.30	2.00
King Leonard	4.60	3.75	3.15
AVERAGE RATING	**3.72**	**3.98**	**2.92**

EVALUATION FORM

RFP 24-0408200
Design and Build HVAC System Unit Replacement and Services

Criterion	Weight	Description	Rating Scale Points	
Experience	15%	The technical expertise and professional competence in areas directly related to this RFP; five (5) Projects performing similar work demonstrated.	0	
Qualifications	15%	The ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub-consultants, if applicable; strength and stability of the firm; breadth and depth of resources.	1	
Schedule	15%		2	
Resources & Approach	15%	The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity	3	
Design and Material Selection	20%		4	
Price Proposal	25%	Cost of proposed services	5	
Total	**105%**			

EVALUATION FORM

RFP 24-0408200
Design and Build HVAC System Unit Replacement and Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: _____ **Date:** _____

Signature: _____

Firm Name: Climate Care Air Conditioning Inc.

Evaluation

Criterion	Rating
Experience	
Qualifications	
Schedule	
Resources & Approach	
Design and Material Selection	
Price Proposal	

Notes:

Firm Name: Comfort Tech Air Conditioning Inc

Evaluation

Criterion	Rating
Experience	
Qualifications	
Schedule	
Resources & Approach	
Design and Material Selection	
Price Proposal	

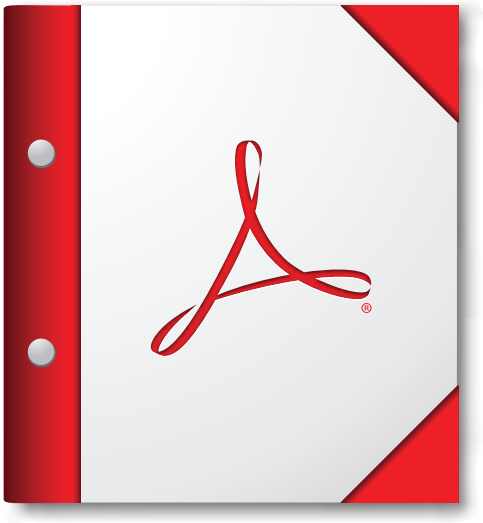
Notes:

Firm Name: OZONE

Evaluation

Criterion	Rating
Experience	
Qualifications	
Schedule	
Resources & Approach	
Design and Material Selection	
Price Proposal	

Notes:



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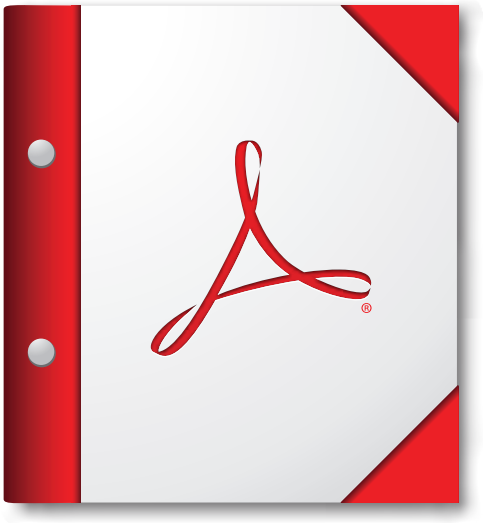

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CITY OF OPA-LOCKA

RFP NO: 24 -0408200
Design and Build HVAC System Unit Replacement and Services

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   d. DRUG-FREE WORKPLACE
   e. NON-COLLUSION AFFIDAVIT
   f. NON-DISCRIMINATION AFFIDAVIT
   g. E-VERIFY FORM

ADVERTISEMENT

RFP 24-0408200
Design and Build HVAC System
Unit Replacement and Services

The sealed proposal for Design and Build HVAC System Unit Replacement and Services for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Monday, April 08, 2024, by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the proposal must be received by 2:00 pm EST on the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 2:00 p.m. EST.

The address to submit sealed proposal is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP 24-0408200 for Design and Build HVAC System Unit Replacement and Services.**

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 24-0408200** requirements.

Mandatory Walkthrough Scheduled
Please Note: Firm's Mechanic, Electrical & Plumbing must be present at the Walkthrough.
Date and Time: Friday, 03/18/24 at 10:30 a.m.
Location: 780 Fisherman Street, Opa locka, FL 33054
Point of Contact: Jay Bergel, email: jbergel@opalockafl.gov

Joanna Flores
City Clerk

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Design and Build HVAC System Unit Replacement and Services. These services must be efficient, and economical, and adhere to industry standards and best practices. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal to be received by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. EST on Monday, 04/08/24. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 24-0408200 – Design and Build HVAC System Unit Replacement and Services.**

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

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611, Option 1, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

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

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

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP until eight (8) days before the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. The City's Procurement Officer is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

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

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

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

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

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

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

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

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

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

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

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

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

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

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

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

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

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

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	3/08/24	
Site-Walkthrough Mandatory	3/18/24 @ 10:30 a.m. at: City of Opa-locka Municipal Complex 780 Fisherman Street, Opa-locka, Florida Please Note: Mechanical Electrical and Plumbing PE must be present at the Walkthrough.	
Written Questions Due	3/25/24 @ 5:00 p.m. Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	3/29/24 @ 5:00 p.m.	
Due Date/Bid Opening	4/8/24 @ 2:00 p.m.	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor, Opa-locka, Florida OR Electronic Bid on www.Demandstar.com
Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II
NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

This Request for Proposal (RFP) is for a Design-Build project to replace the TRANE system installed when the Municipal Building was built in 2008. There is a need for replacement of the rooftop units (RTU), the building control units (BCU), ducts, coils, and electrical upgrades (as needed). This RFP anticipates the replacement of the numerous small RTUs with fewer larger, more efficient units with up-to-date technology. Bids must include any additional equipment and labor to adapt the new equipment to the Municipal Building.

BONDING REQUIREMENTS
The PROPONENT, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security.

PERFORMANCE AND PAYMENT BOND
The City of Opa-locka shall require the successful PROPONENT to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-locka as the oblige, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

TIME OF COMPLETION
The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of General Conditions. There shall be a $1500 a day liquidated damages for every day that the project is not completed per the agreed upon schedule.

a. **Design.** The Contractor shall provide all necessary design, engineering, management, labor, materials, tools, equipment, supplies, and related services for the planning and development of high-efficiency HVAC equipment and variable speed supply fan control.

b. **Installation**. The Contractor shall also provide all Installation services for HVAC Replacement projects including all necessary labor, materials, tools, equipment, supplies, construction management, installation, construction, and training.

Scope of Work shall be performed at the following site:

- City of Opa-locka Municipal Building, 780 Fisherman Street Opa-locka (Four story building)

DETAILS

Municipal Building HVAC Unit Replacement

1. There are a total of 50 rooftop units (RTUs) serving the Municipal Building which are approaching the end of their expected service lives.

2. Provide and install RTUs with DX cooling to replace the existing units. Replace units with DX units with variable speed units that provide humidity control, part load compressor, and fan modulation to use less energy and provide better occupant comfort.

3. Shut down existing units and recover refrigerant.

4. Disconnect and remove RTUs.

5. Provide and install new adapter curbs on the existing roof curbs.

6. Hoist new RTUs to the roof and secure them to existing curbs.

7. Provide a full size drain off the RTUs.

8. Extend existing electrical circuits to new RTUs and connect.

9. Extend existing fire alarm shutdown circuits to new RTUs and connect.

10. Start-up new RTUs.

11. Provide test and balance new RTUs.

12. Provide construction project management and project development.

13. Provide control systems and equipment.

Contractor shall provide all necessary engineering, material procurement, management, labor, materials, tools, equipment, supplies, services, components, and disposal and comply with the contract's General Conditions to successfully complete replacement of existing HVAC units scope of work to the satisfaction of the City.

General Ducting and Air Distribution

- Replace existing ductwork
- Test and balance all replaced/modified systems
- Replace existing coil

Controls

- Install smoke detector and connect to existing fire alarm systems if required by code.
- Connect new HVAC equipment to existing thermostat and/or controls. Update

thermostat where needed for compatibility.

Procurement

- Procure equipment and controls
- Document and submit the Procurement log for all equipment as necessary.
- As needed, install smoke detectors and connect to existing fire alarm systems as required by code.

Remarks

For cases in which the Scope of Work and applicable Code conflict, the Code shall prevail. In cases where the Code and Safety conflict, Contractor shall immediately consult with the Construction Project Manager for guidance.

Verification of Details

This scope of work, the associated drawings, and specifications will be provided to Contractor for information purposes only. Contractor assumes all the responsibility for site verification of equipment for replacement with high-efficiency units, controls, and other items required to successfully complete the HVAC replacements and meet the necessary building and safety codes as more fully described in the specifications and general conditions.

Contractor shall become familiar with details of work in the field and shall advise City of any discrepancy prior to performing any tasks, including but not limited to existing and proposed equipment quantities, building and area locations, etc. Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

Unit Weights. Contractor is responsible to find HVAC units that meet the energy performance requirements while not exceeding the existing installed units total weight by more than 5%. If Contractor is unable to find units meeting the above stipulation, Contractor will immediately consult with the Construction Project Manager for guidance.

Design Submittal Requirements

Contractor shall obtain all required approvals and permits prior to proceeding with the installation of the work in this scope. Contractor is responsible for the review of electrical specifications, equipment performance specifications, and related design criteria prior to the purchase of equipment, materials, and installation of the work. Contractor shall submit the following information considered as the Design Submittal:

- Preliminary Plans. The Engineer shall prepare Preliminary Plans consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Preliminary Plans shall include without limitation: (i) a general description of the Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; (v) perspective sketches; and (vi) other documents requested by the City relating to the preliminary design of the Project. Upon completion of the Preliminary Plans, the Engineer shall submit the same to the City for information, review and

comments.

- Final Preliminary Plans. The City, the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the comments of the City and the Construction Manager to the Initial Preliminary Plans are to be incorporated into the Final Preliminary Plans. The Engineer shall prepare Final Preliminary Plans which consist of the Initial Preliminary Plans revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Preliminary Plans, Engineer shall submit the same to the City for review and acceptance.

- Design Documents. As required for the Project, Design Documents completed by the Engineer in the Preliminary Plans phase for the Project shall include without limitation the following:

  1..1. Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

  1..2. Design/Details. Development and expansion of the Project requirements to establish the scope, relationships, forms, sizes and appearance of the Project through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.

  1..3. Structural Design/Documentation. If required, structural engineering consisting of the development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.

  1..4. Mechanical Design/Documentation. Develop mechanical design to establish: (i) approximate equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment; (iv) required chases and clearances; (v) acoustical and vibration control; (vi) visual impacts; and (vii) energy conservation measures.

  1..5. Electrical Design/Documentation. If required, electrical engineering consisting of: (i) criteria for HVAC controls and building management systems; (ii) materials and equipment layouts; and (iii) required space for materials and equipment.

  1..6. Plumbing Design/Documentation. If required, plumbing engineering consisting of plumbing design to establish: (i) general location of plumbing lines; (ii) plumbing line sizing; and (iii) plumbing fixtures.

  1..7. Preliminary Plans Construction Cost Estimate.
  The Engineer shall prepare and deliver to the City a Construction Cost Estimate of the Preliminary Plans for the Project. If the Construction Cost Estimate of the Preliminary Plans materially exceeds the City's Construction Budget for the Project, the Engineer shall consult with the City to identify revisions to the

Preliminary Plans as necessary so that the Construction Cost Estimate for the Work depicted in the Final Preliminary Plans is consistent with the Construction Budget for the Project. Revisions of the Preliminary Plans to conform with the Construction Budget shall be without adjustment to the Contract Price unless the City shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

Material Product Submittals

Contractor shall provide submittal with equipment type, manufacturer, model, EER Rating, options, quantity; cut sheets, and product warranties (submitted within 10 days from Notice to Proceed).

WARRANTY

Contractor shall describe the terms and conditions of the warranty of the work and system from the date of completion. Additionally, Contractor shall include options for maintenance agreements beyond the system warranty. The proposal should specify cost and coverage including availability of service personnel to address maintenance and repair issues.

Closeout Documents

Contractor shall meet all requirements of the General Conditions for closeout; Contractor shall provide to the City the following document prior to Closeout:

Design:
Contractor shall prepare a report outlining recommendations for HVAC system improvements and replacement, including schematic drawings, listing of the proposed systems, and cost estimates including future operating and maintenance costs). The proposed recommendations shall be based on the Proposer's professional expertise and experience and shall take into consideration numerous factors including existing HVAC performance, installation cost, operational and maintenance costs, efficiency, system operational life, and input from staff.

A cost-benefit analysis for each recommendation shall also be provided. Contractor shall prepare a project execution schedule including each task and subtasks, milestones, and a schedule for progress meetings.

Contractor is encouraged to identify any additional work not specified in this Scope of Services that would be, in its opinion, necessary to complete the project as defined herein.

Contractor may propose additional services that in its opinion will improve the efficiency and quality of the project.

Construction:
- List of Manufacturers with contact and parts reordering information for all products installed.
- As-built drawings of HVAC unit replacements and thermostats (as applicable) installations at each site

NOTES

A. Contractor shall clean up the project site daily, recognizing that the Municipal Building will be open during construction. No materials, equipment tools or demolition debris shall be left in the open or outside.

B. Contractor shall provide its own dumpsters, located where acceptable to the Building Department and Fire Marshal's Office.

C. Contractor shall take precautions to prevent damage to the existing building, furnishings and site and make reparations whenever damage occurs at no cost to the Owner.

PROJECT CONDITIONS

A. The County Library on the first floor is normally open six days/week (Monday – Saturday) from 9:30 a.m. to 6 p.m. The Police Station on the first floor is manned around the clock. The remainder of the building is normally occupied between 8:00 a.m. and 6:00 p.m. (Monday – Friday) and evenings when meetings are scheduled. Work must be such that minimal impact is made on the continued use and occupancy of the Municipal Building.

B. It is recognized that replacement of the cooling coil will take the entire air conditioning and ventilation system out of service. The City downsizes its operations during the weekends to allow two full days to have the AHU coil replaced and bring the air handling unit back online for regular opening on Monday morning.

C. The proposed work schedule shall be coordinated with the Building Maintenace Manager to determine the most advantageous time to perform all the work.

2-2 PROPOSER QUALIFICATIONS

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

- The Proposer shall have extensive experience, expertise, and reliability in air condition installation services; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing installations to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)

2-3 TERM OF CONTRACT SERVICE

The term of the contract service is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms (1). The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation.

PART III - PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 MINIMUM SUBMISSION REQUIREMENTS

Provide a minimum of five (5) references of recent demonstrated experience in providing services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, and contract amount.

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

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

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal
3.2.3.1 Limit to one or two pages.
3.2.3.2 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.
3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information
3.2.4.1 Name of Business.
3.2.4.2 Mailing Address and Phone Number.
3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
3.2.4.4 Normal business hours.
3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
3.2.4.6 Give the date business was organized and/or incorporated, and where.
3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the

State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail the proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications
3.2.6.1 Specify the number of years the Proposer has been in business.
3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

3.2.7 Tab 6 – Schedule
3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.
3.2.7.2 Indicate the earliest available start date for Proposer's project team.
3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services
3.2.8.1 The fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References
3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided Recycling Services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms
Proposers must complete and submit as part of its Proposal all the following forms and/or documents.

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

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

PART IV – EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

Each proposal will be reviewed to determine if the Proposal is responsive to the submission

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

4-2 EVALUATION CRITERIA

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

Category	Points
1. Experience The technical expertise and professional competence in areas directly related to this RFP; five (5) Projects performing similar work demonstrated.	15
2. Qualifications The ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub-consultants, if applicable; strength and stability of the firm; breadth and depth of resources.	15
3. Schedule	15
4. Resources and approach The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity.	15
5. Design and Materials Selection	20
6. Price Proposal Cost of proposed services	25
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

   Name: Autney Holmes

   Address: 10935 SW 142 Lane

   City, State, Zip: Miami, FL, 33176 Phone/Fax: 786-316-6769

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

3. If Corporation, indicate:
   Date of Incorporation: 01/31/2013 State in which Incorporated: FL

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

5. Name and Title of Principal Officers — Date Elected:

Autney Holmes	01/31/2013
Keisha Holmes	01/31/2023

6. The length of time in business: 11 years

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

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

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

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

PRICE PROPOSAL FORM

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the service to meet its available budget. The firm must provide a detailed fee schedule that explains the cost and services.

Please provide projected fixed cost for each section listed below.

Cost of Services:

DESIGN & ENGINEERING SERVICE FEE: $ 25,000
(List all necessary categories)

PERMITTING FEES FEE: $ 10,000
BIDDING FEE: $ 5,000

CONSTRUCTION
DEMOLITION AND INSTALLATION FEE: $ 475,000
COST OF MATERIALS: $ 450,000
MAINTENANCE/SERVICE FEE: $ 135,000

SUBMITTED THIS 7th DAY OF May 2024.

BID SUBMITTED BY:

OZONE AIR DESIGN — Company

786 316 6769 — Telephone Number

Aubrey Holmes — Name of Person Authorized to Submit Bid

Owner — Title

Signature

CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

C. A certification that any of the items in paragraph 1(a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non- responsive.

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render, in good faith, the certification required by paragraph(a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature_____ Printed Name Autney Holmes

CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Autney Holmes (Name), the Owner (Title / Position)

of Ozone Air Design LLC (Company)

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

4/24/2024 (Date) — A (Signature)

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the Owner (Owner, Partner, Officer, Representative or Agent) of OZONE AIR DESIGN the PROPOSER that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Witness

Witness

By: _____
Signature

Audrey Holmes Owner
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: Owner

Sworn and subscribed before this

5th day of MAY, 2024

_____
Notary Public, State of Florida

YVON JOSAPHAT
(Printed Name)

My commission expires: _____

YVON JOSAPHAT
Notary Public - State of Florida
Commission # HH 313240
My Comm. Expires Sep 5, 2026
Bonded through National Notary Assn.

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter 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 the required registration with, and use of the E-Verify system 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 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 this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Ozone Air DesignLLC

Authorized Signature: [signature]

Print Name: Autney Holmes

Title: Owner

Date: 5/3/2024

000204

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7156729

BUSINESS NAME/LOCATION

OZONE AIR DESIGN LLC
3025 NW 7TH AVE
MIAMI FL 33127-3623

RECEIPT NO.

RENEWAL
7433580

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

OZONE AIR DESIGN LLC
C/O AUTNEY HOLMES MGR

SEC. TYPE OF BUSINESS

196 SPEC MECHANICAL CONTRACTOR
CAC1817476

PAYMENT RECEIVED BY TAX COLLECTOR

$156.25 02/10/2024
INT-24-300062

Worker(s) 1

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

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

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

CamScanner

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLMES, AUTNEY WESTON

OZONE AIR DESIGN LLC
10935 SW 142 LANE
MIAMI FL 33176

LICENSE NUMBER: CAC1817476

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

OZONE AIR DESIGN LLC
10935 SW 142 LANE
MIAMI FL 33176
786-316-6769

Cover Page

Company Name: OZONE AIR DESIGN LLC
Address: 10935 SW 142 Lane, Miami, FL 33176
Phone: 786-316-6769
Email: autneyholmes@ozoneairdesign.com
Website:
Fax: 305-280-7539
Proposal for: Design and Build HVAC System Unit Replacement and Services
RFP No: 24-0408200
Date of Submission: [Insert Date]
Proposal Due Date: May 6th, 2024, at 2:00 PM EST

Table of Contents

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Letter of Transmittal

05-04-2024

EMAIL: Fax:

Joanna Flores

City Clerk

City of Opa-locka

780 Fisherman Street, 4th Floor

Opa-locka, Florida 33054

Dear Ms. Flores,

Re: Proposal Submission for RFP No: 24-0408200 - Design and Build HVAC System Unit Replacement and Services

OZONE AIR DESIGN LLC is pleased to submit our proposal in response to the Request for Proposal (RFP No: 24-0408200) issued by the City of Opa-locka for the design and build of HVAC system unit replacement and services. We have thoroughly reviewed the requirements and scope of the project as outlined in the RFP and are excited about the opportunity to partner with the City of Opa-locka in this crucial initiative.

Understanding of the Work:

Our proposal outlines a comprehensive approach to replace and enhance the HVAC systems, ensuring they meet the operational efficiencies, sustainability, and reliability expected by the City. We understand that the project requires not only adherence to technical specifications and compliance with all relevant codes and regulations but also demands high standards of safety and minimal disruption during implementation.

Commitment to Perform the Work:

We commit to deploying our best resources and expertise to ensure the project's success. OZONE AIR DESIGN LLC has a proven track record of managing and executing projects of similar scope and complexity, delivering them on time and within budget while maintaining the highest standards of quality and safety.

EMAIL: [redacted] Fax : [redacted]

Authorized Representatives:

The following individuals are authorized to make representations on behalf of OZONE AIR DESIGN LLC concerning this RFP:

- Autney Holmes, President
  - Address: 3025 NW 7th Ave Miami Fl 33127
  - Telephone: 786-316-6769
  - Email: autneyholmes@ozoneairdesign.com
- Keisha Holmes operations Manager
  - Address: 3025 NW 7th Ave Miami Fl 33127
  - Telephone: 786-675-2822
  - Email: keishaholmes146@gmail.com

Certification:

I, Autney Holmes, as President of OZONE AIR DESIGN LLC, hereby certify that the contents of this proposal are a true and accurate representation of our capabilities and commitment to fulfill the requirements as set forth in the RFP. We agree to abide by all terms and conditions outlined in the RFP and any subsequent agreements.

Thank you for considering our proposal. We look forward to the possibility of collaborating with the City of Opa-locka on this vital project. Please do not hesitate to contact us should you need further information or clarification regarding our submission.

Sincerely,

.....

Autney Holmes
President

EMAIL: [redacted] Fax : [redacted]

OZONE AIR DESIGN LLC

General Information

- Name of Business: OZONE AIR DESIGN
- Mailing Address: 10935 SW 142 Lane Miami Fl 33176
- Phone Number: 786-316-6769
- Contact Information for Service: Autney holmes autneyholmes@ozoneairdesign.com
- Business Hours: 830 am to 530 pm M-F
- Business Status: Local community based
- Date of Incorporation: 01-31-2013
- Location of Office: 3025 NW 7th Ave Miami Fl
- Number of Employees: 4
- Licensing: CAC1817476

Project Approach

To satisfy our goal of providing a system that is efficient and reliable and offers simplicity in maintaining. We propose a RHEEM 15 ton split 2 stage system. This system has the ability to work at half of its capacity as conditions dictate. To meet peak load as our calculations determine . We recommend three 15 tons(180,000 btu per hour) systems for floors 2 through 4 . Which means the system will be able to accommodate 45 tons (540,000 btu per hr) at peak and be able to downsize to 7.5 tons (90,000 btu per hr) With the system having the ability to accurately adjust itself to live conditions we achieve maximum efficiency drastically reducing energy consumption. Another factor in selecting Rheem 2 stage 15 ton systems is the dimensions of the Air Handler which will fit in the existing elevator and not incur additional installation costs.

Our approach is to provide a system that is versatile and one that can cool efficiently on peak days when there is an influx of people in the building or on days where just a few are on the floor. We control the system with the latest smart temperature control technology. We propose next learning temperature control which

EMAIL [redacted] Fax : [redacted]

adapts to the habits of the customer and self adjusts accordingly. This control system is simple to install and troubleshoot and has the ability to provide remote control of the equipment. You will be able to control the system from a central location on a laptop and app on a smartphone. With this approach the system we recommend will be nimble and will be able to quickly adapt to building conditions.

In choosing a system and design that best fits your needs we wanted to provide a system that is simple and easy to use and maintain. Rheem systems come with low and high pressure controls , we will be providing condensate overflow control which will be done through a condensate overflow pan fitted with an overflow unit cut off switch. So in a situation where the system is not working. Maintenance will be quickly able to check three main causes, fire alarm shut down, condensate overflow and temperature control. Rheem panels have great access and components are simple and easy to operate.

Apart from the factors mentioned above with three air distribution systems. Balancing the air distribution system will be more efficient and satisfying offices that are further from the unit will be easily attainable. Thus our design accomplishes versatility, efficiency simplicity and is leading the industry in terms of modern technology.

Experience and Qualifications

- Years in Business: 11 years
- Owner has 30 plus years of experience
- BAS degree: Business management. AS degree : Air Conditioning. AA degree Architecture and Contractors license : State of florida.

Schedule

Project start and end date has to be determined by a number of factors; building accessibility equipment lead time among others. Thus the dates suggested are not rigid and are subject to change.

- Project Start date : Jul 15, 2024
- Project completion date: Dec 31, 2024

EMAIL: [redacted] Fax : [redacted]

Pricing of Services

- Pricing structure to be determined at a later date. We Proposed a phase method of executing the project which we recommend be done by floors . Thus 4 phases which one floor represent each phase.
- Total for the entire project being.

1,100,000

Work references

Reference 1

- **Miami-Dade Water and Sewer Department**
- Address: 3071 SW 38th Avenue, Suite 107-14, Miami, Florida 33146
- Project Description: Provide HVAC related services. Including AC system change out Including Carrier Trane Rheem and Bard. Split systems from 3 to 25 tons. Also exhaust replacements
- Facility or Operation Director: William Diaz, Construction Contracts Specialist
- Contact Information: Phone: 786-552-8084
- Length of Business Relationship: Over 7 years
- Dollar Volume of Projects or Service: Over $60,000
- Feb 2023

William.Diaz@miamidade.gov

Reference 2:

- Client Name: Public Housing and Community Development
- Address: 701 NW 1st Ct, Miami, FL 33136
- Project Description: AC repairs and replacement services for units up to 15 tons.
- Facility or Operation Director: Chantel Bien-Aime, MBA, PHM, Regional Manager-South
- Contact Information: Office: 786-469-4248, Cell: 305-301-0104
- Length of Business Relationship: 4 years

EMAIL: [redacted] Fax : [redacted]

- Dollar Volume of Projects or Service: Over $30,000
- December 2023 to Jan 2024

Chantel.Bien-Aime@miamidade.gov

Reference 3:

- Client Name: Miami-Dade County Internal Services Department, Facilities and Infrastructure Management Division
- Address: 111 NW 1st Street, Suite 2420, Miami, Florida 33128
- Project Description: Hickman building air quality mitigation and Building AC systems repairs. 5 floors
- Facility or Operation Director: Phillip Salisbury, Program Management Specialist
- Contact Information: Cell: (305) 898-2898
- Length of Business Relationship: 3 years
- Dollar Volume of Projects or Service: $119,000
- Jan-April 2023

Phillip.Salisbury@miamidade.gov

Reference 4

- **Client Name: Jackson hospital Long term care facility.**
- **Address : 2500 NW 22nd Avenue.**
- **Project description : Replacement of 46, air conditioning units.**
- **Facility or Operation Director: Rene Alexander**
- **Contact Information : cell : 786-309-4343.**
- **Length of business relationship: 5 years**
- **Dollar volume of Projects or service $94,100**
- **Jan 2019-Aug 2023**

Reference 5

- **Client Name : Juvenile detention center**
- **Address : 3300 NorthWest 27th Avenue**
- **Project description : 20 ton AC replacement.**

EMAIL: [redacted] Fax : [redacted]

- Facility or Operation Director : Gabriella Delgado
- Contact information: cell 305) 637-450
- Length of business relationship: 3 years
- Dollar value of the projects $30,000
- Aug-2018 to present.

EMAIL: [redacted] Fax : [redacted]

CamScanner

PROPOSED OFFICES FOR

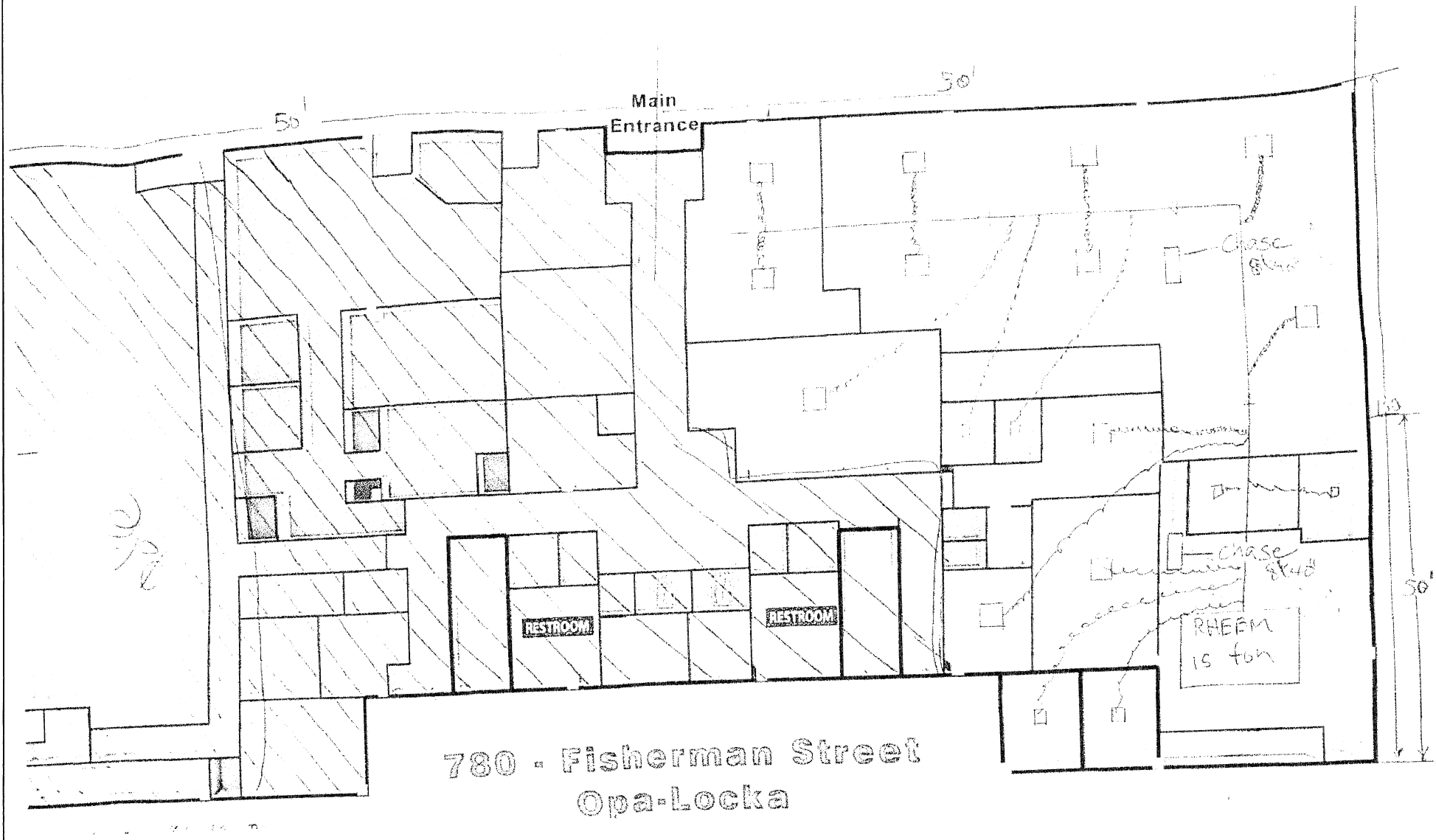
adrien

DLC

PLAN — ROOF

SCALE 1/8"=1'-0"

CamScanner


Main
Entrance
50'
50'
50'
RESTROOM
RESTROOM
Chase
8'x40'
Chase
8'x40'
RHEEM
is fun
780 - Fisherman Street
Opa-Locka

CamScanner

Electrical and Physical Data

Model Number (-)ACL2	ELECTRICAL									PHYSICAL			
	Phase Frequency (Hz) Voltage (Volts)	Number of Compressors	Compressor		Number of Fans	Fan Motor Full Load Amperes (FLA) Combined	Minimum Circuit Ampacity Amperes	Fuse or HACR Circuit Breaker		Outdoor Coil			Refrig. Per Circuit Oz.
			Rated Load Amperes (RLA) Combined	Locked Rotor Amperes (LRA) Combined				Minimum Amperes	Maximum Amperes	Face Area Sq. Ft.	No. Rows	CFM	
078C	3-60-208/230	1	26.9	164	1	4	38	45	60	32.44	2	5700	344
078D	3-60-460	1	12	94	1	2.5	18	25	25	32.44	2	5700	344
090C	3-60-208/230	1	26.9	164	1	4	38	45	60	32.44	2	5700	344
090D	3-60-460	1	12	94	1	2.5	18	25	25	32.44	2	5700	344
120C	3-60-208/230	1	32.6	240	2	7.8	49	60	80	32.88	2	8000	422
120D	3-60-460	1	14.8	130	2	5	24	30	35	32.88	2	8000	422
150C	3-60-208/230	2*	34.5	274	2	9.4	53	70	80	32.88	2	11400	414
150D	3-60-460	2*	19.4	152	2	5	30	35	45	32.88	2	11400	414
180C	3-60-208/230	2*	41	376	3	15.9	68	80	100	40.38	3	12000	582
180D	3-60-460	2*	23.2	196	3	7.5	37	45	50	40.38	3	12000	582
240C	3-60-208/230	2*	67.9	480	3	15.9	101	120	160	40.38	3	12000	650
240D	3-60-460	2*	32.1	280	3	7.5	48	60	70	40.38	3	12000	650

*Tandem

[ ] Designates Metric Conversions

ELECTRICAL DATA—WITHOUT ELECTRIC HEAT

MODEL NUMBER	DRIVE PACKAGE	AIR HANDLER MOTOR					MINIMUM CIRCUIT AMPACITY	RECOMMENDED MINIMUM COPPER WIRE SIZE/ MAX. RUN IN FEET	MAXIMUM OVERCURRENT PROTECTION AMPS
		HP	VOLTS	PHASE	RATING PLATE AMPS	MOTOR LRA			
AC									
RHCLA2090C	R,S	2	208/230	3	6.2	47	15	#14 / 165	15
RHCLA2090D	R,S	2	460	3	3	24	15	#14 / 275	15
RHCLA2090C	T	3	208/230	3	9.2	74.5	15	#14 / 135	15
RHCLA2090D	T	3	460	3	4.6	38.1	15	#14 / 230	15
RHCLA2120C	R,S	2	208/230	3	6.2	47	15	#14 / 165	15
RHCLA2120D	R,S	2	460	3	3	24	15	#14 / 275	15
RHCLA2120C	T	3	208/230	3	9.2	74.5	15	#14 / 135	15
RHCLA2120D	T	3	460	3	4.6	38.1	15	#14 / 230	15
RHCLA2150C	R	2	208/230	3	5.8	56.0	15	#14/165	15
RHCLA2150D	R	2	460	3	2.9	28.4	15	#14/275	15
RHCLA2150C	S	3	208/230	3	8.7	56.0	15	#14/135	15
RHCLA2150D	S	3	460	3	4.1	28.4	15	#14/230	15
RHCLA2150C	T	5	208/230	3	13.6-12.6	86-95	15	#10/240/#12/150	15
RHCLA2150D	T	5	460	3	6.3	47.5	15	#14/185	15
RHCLA2240C	R	5	208/230	3	13.6-12.6	86-95	15	#10/240/#12/150	15
RHCLA2240D	R	5	460	3	6.3	47.5	15	#14/185	15
RHCLA2240C	S, T	7.5	208/230	3	21.0-19.2	115-127	15	#10/150	15
RHCLA2240D	S, T	7.5	460	3	9.6	63.5	15	#14-135	15

ELECTRICAL DATA—WITH ELECTRIC HEAT

MODEL NUMBER	HEATER KIT				HEATING CAPACITY		MIN. CIRCUIT AMPACITY	MAX FUSE OR HACR BREAKER SIZE
	MODEL	VOLTAGE	kW	AMPS	kW	MBH		
AC								
RHCLA2090C	RXHE-DE020CA	208/240	20	43.1/48.9	15.6/20.2	53.2/68.9	67/73	70/80
RHCLA2090C	RXHE-DE030CA	208/240	30	60.8/70.2	11.0/29.6	75.1/101	89/100	90/100
RHCLA2090D	RXHE-DE020DA	480	20	24.7	20.2	68.9	37	40
RHCLA2090D	RXHE-DE030DA	480	30	35	29.7	101.3	50	50
RHCLA2120C	RXHE-DE020CA	208/240	20	43.1/48.9	15.6/20.2	53.2/68.9	67/73	70/80
RHCLA2120C	RXHE-DE030CA	208/240	30	60.8/70.2	11.0/29.6	75.1/101	89/100	90/100
RHCLA2120D	RXHE-DE020DA	480	20	24.7	20.2	68.9	37	40
RHCLA2120D	RXHE-DE030DA	480	30	35	29.7	101.3	50	50
RHCLA2150C	RXHE-CE030CC	208/230	30	60/70	21.6/28.8	73.7/98.3	105/115	110/125
RHCLA2150C	RXHE-CE040CC	208/230	40	83/96	30/40	102.4/136.5	134/148	150/150
RHCLA2150D	RXHE-CE030DC	460	30	35	28.8	98.3	58	60
RHCLA2150D	RXHE-CE040DC	460	40	48	40	136.5	74	80
RHCLA2240C	RXHE-CE030CC	208/230	30	60/70	21.6/28.8	73.7/98.3	105/115	110/125
RHCLA2240C	RXHE-CE040CC	208/230	40	83/96	30/40	102.4/136.5	134/148	150/150
RHCLA2240D	RXHE-CE030DC	460	30	35	28.8	98.3	58	60
RHCLA2240D	RXHE-CE040DC	460	40	48	40	136.5	74	80

Design and Build HVAC System Unit Replacement and Services

This addendum is to notify changes to the Due Date for RFP 24-0408200 and notification of a second walkthrough. Please see the date below:

- Sealed Proposals for Public Records Management services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4 th Floor, Opa-locka, Florida 33054, Monday, April 15, 2024, by 2:00 pm. Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid).

- Walkthrough No. 2:
  Date and Time: Friday, 03/29/24 at 10:30 a.m.
  Location: 780 Fisherman Street, Opa-locka, FL 33054
  Please Note: Firm's MECHANIC, ELETRICAL, & PLUMBING must be present at the Walkthrough.
  Point of Contact: Jay Bergel, email: jbergel@opalockafl.gov

  - Walkthrough Details: The second walkthrough is to address the modification to the scope of work. The City will designate areas in the complex where air handlers will stationed.

Design and Build HVAC System Unit Replacement and Services

This addendum is to schedule a meeting to CLARITY the scope and objectives of RFP 24-0408200 Design and Build HVAC System Unit Replacement and Services. Please see the date below:

The virtual meeting will be held on Wednesday, April 3, 2024, at 11:00 a.m. ET. Please contact Jay Bergel, Procurement Officer, , for additional information.

- **Microsoft Teams**
  Meeting ID: 238 822 577 819
  Passcode: yagQPz

RFP 24-0408200 Design and Build HVAC System Unit Replacement and Services

Addendum 03

This addendum is to update the RFP due date, schedule a site visit/walkthrough, answering questions from the Clarification meeting for RFP 24-0408200 Design and Build HVAC System Unit Replacement and Services. Please see the date below:

- The site visit/walkthrough is scheduled for Wednesday, April 10, 2024, at 11:00 a.m. ET. Please contact Jay Bergel, Procurement Officer, , for additional information.

- The due date for RFP has changed from Monday, April 15, 2024, to Monday, May 6, 2024, at 2:00 p.m. ET.

Clarification Answers:

- The Preliminary Design expected for the Bid-Proposal is a rough design that will include an estimated cost and weight and type of units being proposed.

- The City will not pay any bidder and/or proposer for expenses incurred for creating/proposing and/or submission.

- The City will provide the layout for each floor, building specifications, HVAC specifications, and mechanical and electrical plans. These attachments can be obtained from the RFP posting on or the City's website, .

- Multiple design and equipment suggestions will be accepted. Each proposed item and design need to be identified for straightforward clarification.

- Standalone and/or EMS systems will be accepted. Make sure to identify the system you are proposing, and you are welcome to use both.

- The air handlers must be removed and relocated to specific locations, which will be identified with the selected contractor.

- **Budget:** The City anticipates this project will cost in the neighborhood of $1.5 million. However, since affordable, beneficial options are expected to be

presented, $1.5 million shouldn't be considered the maximum amount available for the project. The amount to be ultimately spent will be determined by evaluating the incremental expense of various options to the incremental benefits achieved with each option and selecting the point at which additional incremental cost no longer justifies the resultant incremental benefit.

Sponsored By: City Manager

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR AREA A AND AREA B, AS DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposal ("RFP") for Consultant Services for Annexation Reports; and

WHEREAS, in 2013, the City Commission of the City of Opa-Locka authorized the initiation of a request for a municipal boundary change which followed the procedures pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Chapter 20 of the Miami-Dade County Code of Ordinances; and

WHEREAS, the City Manager recommends that the City Commission authorize the issuance of a Request For Proposals ("RFP"), attached hereto Attachment "A", to have a qualified Consultant update the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County, identified as Annexation Area A and Annexation Area B, since it has been over ten years since the original submission; and

WHEREAS, before the previous submission, the City of Opa-Locka ("City") investigated annexation options, and annexation feasibility studies were performed which identified Annexation Area A and Annexation Area B as areas to be considered in the boundary change applications submitted to Miami-Dade County; and

WHEREAS, the feasibility study provided useful information identifying reasons for annexations, such as the acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City borders.

WHEREAS, the City Commission desires to expand the boundary area of the City through the annexation of Area A and Area B and resubmit the boundary change applications, but this will require a data update from what was provided in 2013; and

WHEREAS, the expense for this study is anticipated to not exceed Thirty-Five Thousand Dollars ($35,000.00); and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for Consultant Services for Annexation Reports, attached hereto as Exhibit "A", and further authorizes spending of up to Nine Hundred Dollars ($900.00) for advertising purposes, if deemed appropriate.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for Consultant Services for Annexation Reports and further authorizes the spending of up to Nine Hundred Dollars ($900.00) for advertising purposes, if deemed appropriate

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the 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 _____, 2024.

_____
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:**	DocuSigned by: Gregory Gay			
City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: D E Williams C46C07C1E8DE492...			
Commission Meeting Date:	June 26, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			**X**
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:** Planning & Community Development		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO UPDATE THE ANNEXATION REPORT DATA FOR AREA A AND AREA B.

Staff Summary:

In 2013, the City Commission authorized the initiation of a request for a municipal boundary change which followed the procedures pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade County. The City Manager recommends that the City Commission authorize the issuance of a Request For Proposals to have a qualified Consultant update the data required for the areas considered in the boundary change applications previously submitted to Miami-Dade County, identified as Annexation Area A and Annexation Area B, since it has been over ten years since the original submission.

Before the previous submission, the City investigated annexation options, and annexation feasibility studies were done which identified Annexation Area A and Annexation Area B as areas to be considered in the boundary change applications submitted to Miami-Dade County. The feasibility study provided useful information in identifying reasons for annexations, such as the acquisition of industrial and commercial property, increased tax revenues, and the expansion of the City borders. The City Commission has indicated it still desires to expand the boundary of the City through the annexation of Area A and Area B and resubmit the boundary change applications, but this will require a data update from what was provided in 2013.

Financial Impact

The only expense associated with issuing an RFP is advertising expense, which won't exceed $900 and will be charged to Non-Department – Advertising.

Account	Description	Available	Expenditure	Remaining Balance
19-515491	Advertising	$23,059	$900	$22,159

Proposed Action:

Staff recommends approval of this legislation.

Attachment:

Draft Resolution
Draft Request For Proposals

CITY OF OPA-LOCKA

RFP NO: 24-
CONSULTANT SERVICES FOR ANNEXATION REPORTS

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   b. Proposal Submission
   c. Calendar Events/Important Dates

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   b. Scope of Work
   c. Contents of Proposal

III. General Requirements
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IV. Evaluation and Selection Process
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   b. Evaluation Criteria

V. Attachments
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   c. CERTIFICATION REGARDING DEBARMENT
   d. DRUG-FREE WORKPLACE
   e. NON-COLLUSION AFFIDAVIT
   f. NON-DISCRIMINATION AFFIDAVIT
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ADVERTISEMENT

RFP 24-TBA

CONSULTANT SERVICES FOR ANNEXATION REPORTS

The sealed proposal for Consultant Services for Annexation Reports for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA, by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the proposal must be received by 2:00 p.m. ET on the due date. In addition, the proposal may be submitted via www.demandstar.com (e-bid) by 2:00 p.m. ET.

The address to submit sealed proposal is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP 24- CONSULTANT SERVICES FOR ANNEXATION REPORTS.**

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 24TBA** requirements.

Joanna Flores
City Clerk

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Consultant Services for Annexation Reports. These services must be efficient, and economical, and adhere to industry standards and best practices. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail. However, it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. ET on TBA. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 24- CONSULTANT SERVICES FOR ANNEXATION REPORTS**

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

The City cautions Proposers to ensure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 option 1 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

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

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

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP until eight (8) days before the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. The City's Procurement Officer is authorized to interpret any portion of this RFP or give information as

to the requirements of the RFP in addition to what is contained in the written RFP document.

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

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

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise other proposals.

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

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

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

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

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

project to which it relates.

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

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

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

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that it has not been placed on the "Convicted Vendor List".

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

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

form certifying that it is a DFW shall be given preference in the award process.

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

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

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

CALENDAR EVENTS

EVENT	**DATE/LOCATION**
Release Date	TBA
Pre-Bid Meeting	TBA
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"
Response to Questions	TBA @ 5:00pm
Due Date/Bid Opening	TBA @ 2:00 pm
1st Evaluation Committee Meeting	TBA
Award Recommendation	TBA
Commission Approval	TBA
Post Award	TBA

PART II
SCOPE OF SERVICES

CONSULTANT SERVICES FOR ANNEXATION REPORTS

The following Scope of Services details the steps by which the consultant shall assist the City in the development and approval of its annexation applications.

The scope of this project is to review, compile new data and prepare an update of the 2013 Annexation Reports for areas A and B to be submitted to the City of Opa-Lock. These Reports shall be in conformance with the requirements of *Section 20-3. Initiated by governing body of municipality* Code of Miami-Dade County.

The City will provide the following documents, if available: the City's Comprehensive Plan; the Future Land Use Plan Map, Existing Land Use Map, Zoning Map, and other available maps; the most current inventory of existing land uses in the City, broken out by type and acreage; the adopted budget for the current fiscal year, and Five- and Ten-Year Capital Improvements Plan; other relevant special studies or plans, and; other readily available materials that document and allow a detailed financial analysis of the City. To the extent that such documents and maps are available electronically and in editable versions, electronic copies will be provided.

Task 1 – Issue Identification and Collection of Data
Data requests will be made to facilitate the completion of the Report. All pertinent documentation from the incorporation process, including all interlocal agreements, fiscal impacts analyses and incorporation reports, will be reviewed and assessed. This will include data on services to be provided by the City. As required, meetings with City staff will be initiated to garner additional information. Meetings with property owners and adjacent municipalities will be held as deemed necessary by the City.

Task 2 – Review and Evaluation of Data
The consultant will update existing parcel data. This includes gathering data on land use amendments, rezonings, new development and development potential for the four annexation areas. Additionally, data on the following services will be gathered: Police, Fire Protection, Water Supply and Distribution, Facilities for Collection and Treatment of Sewage, Garbage and Refuse Collection and Disposal, Street Lighting, Street Construction and Maintenance, Park and Recreation Facilities and Services, Building Inspection, Zoning Administration, Local Planning Services, Special Services Not Listed Above, General Government. The tax load for the proposed annexation areas will also be calculated.

Task 3 – Develop and Prepare Draft Reports for City
Draft Reports will be developed and delivered to the City for review and comment.

Deliverable – 10 copies of draft reports and 1 electronic copy

Task 4 – Final Reports Submittal to City
Final Reports will be submitted to the City and presentations made to the City Commission will be made, if required.

Deliverable – 10 copies of final reports and 1 electronic copy

Task 5 – Filing of Applications to Miami-Dade County
The required applications and Annexation Reports will be filed with Miami-Dade County.

Deliverable – 3 copies each of applications and reports

Task 6 – Facilitation of County Review Process
BDPG will coordinate, facilitate and negotiate with County staff in order to meet any additional benchmarks set by the County to obtain authorization to proceed by the City Commission.

Task 7 – Miami-Dade County Annexation Review Process
Continue negotiations and attend and represent the City at all Boards, sub-committees of the Commission and Commission hearings related to said Annexation Application.

Total Cost of Agreement –
For Area A, consisting of 56 acres: Updates needed: Maps, verification letter from County, review of acreages, tax rolls, department estimates

For Area B, consisting of 822 acres: Updates needed: Map, land use analysis updates in relation to County North Corridor and RTZ (requires new section write-ups), verification letter from County, review of acreages, tax rolls processing, department estimates.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 MINIMUM SUBMISSION REQUIREMENTS

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

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

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal
3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 4 – Project Approach

Describe in detail the proposal to fulfill the requirements of the scope of services listed in Part II of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

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

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP.

3.2.7 Tab 6 – Schedule

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

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

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

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 The fee basis should be based on the Pricing Proposal

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided Vulnerability Assessment, Adaptions and Resiliency Plan Services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- E-Verification

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

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

4-2 EVALUATION CRITERIA

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

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

Category	Points
Qualifications of professional personnel assigned to project. 1. Qualifications and experience of assigned staff	15
Experience and success in providing services outlined in the RFP to companies and governmental agencies. 1. Evaluation of Reference Information – Tab 7 – Section 3.2.8.	15
Resources and approach 1. Proposed plan and approach to fulfilling scope	25
Price Proposal – 1. Fees and Other Charges	45
TOTAL	100

COST PROPOSAL SHEET

Please make sure that the cost proposal includes all fixed fees, deliverables, and any other related costs that may arise if the contract is awarded to the contractor. Additionally, all project management and subcontracting expenses should be detailed in the cost proposal using the provided format.

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area A, consisting of 56 acres		
TOTAL	0	0

Item Line Description	Lump Sum Cost/ Service Fee	Total Cost
Area B, consisting of 822 acres		
TOTAL	0	0

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip:_____Phone/Fax: _____

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

3. If Corporation, indicate:
   Date of Incorporation: _____ State in which Incorporated: _____

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

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business:_____years

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

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka RFP during the last twenty-four months.
9. A copy of County and/or Municipal Occupational License(s)

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

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render, in good faith, the certification required by paragraph.
(a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature_____

Printed Name _____

CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____
(Name)

the _____ of_____
(Title/Position) (Company)

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

_____ _____
Date Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the attached proposal.

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties of interest, including this affiant.

Signed, sealed, and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

Sworn and subscribed before this

_____day of_, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:____

E-VERIFY

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

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

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

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

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter 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 the required registration with, and use of the E-Verify system 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 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 this affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, desires to develop and operate a self-storage facility on a parcel of property located at 14301 NW 27th Avenue, in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, submitted requests for a tentative plat review, a final site plan review, and for development agreement review for development of the site as a self-storage facility; and

WHEREAS, the applicant now seeks to obtain Tentative Plat approval to construct a self-storage facility in accordance with the requirements of the City of Opa-Locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions – Plats and Platting"; and

WHEREAS, City staff has determined that the Tentative Plat is consistent with the City's Codes and Ordinances and therefore recommends that the City Commission approve/deny the Tentative Plat, attached hereto as Exhibit "A" to this Resolution; and

WHEREAS, the Planning & Zoning Board considered the application for tentative plat review at a May 7, 2024 public meeting and recommended approval of the tentative plat application; and

WHEREAS, the City Commission for the City of Opa-Locka considered the tentative plat application and the recommendation of the Planning & Zoning Board at a public meeting and the City Commission hereby approves the Tentative Plat Application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR 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 Tentative Plat. The City Commission for the City of Opa-Locka, Florida hereby approves /denies the Tentative Plat for the construction and operation of a self-storage facility in accordance with the requirements of the City of Opa-Locka Land Development Regulations and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions- Plats and Platting", in the B-3 Zoning District. A copy of the Tentative Plat is attached hereto as Exhibit "A".

Section 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager 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 _____, 2024.

_____
John H. 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:**	DocuSigned by: Gregory Gay DocuSigned by: DCFBFD63852C45C...		
City Manager:	Darvin E. Williams			**CM Signature**	C46C07C1E8DE492...		
Commission Meeting Date:	June 12, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes** / **No**
					X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐				
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant, Hernandez Development Services, LLC, seeks to redevelop this 2.2-acre site and has submitted formal requests for site plan review and development agreement review approvals for the construction and operation of a self-storage facility at 14301 NW 27th Avenue, also identified by folio 08-2122-000-0050 in accordance with the Commercial B-3 zoning district requirements. The City Commission granted approvals for Site Plan review and Development Agreement review by Resolution No. 23-062 and Resolution No. 23-063 on May 10, 2023.

DocuSign Envelope ID: 68147B5A-7A06-4B34-AC9E-1384323A413C

The applicant is now submitting a request for a tentative plat review in accordance with the requirements of the City of Opa-locka and the requirements of Miami-Dade County Code, Chapter 28, "Subdivisions – Plats and Platting". City Staff has reviewed the Tentative Plat and found it consistent with City Regulations and therefore recommended approval of this tentative plat. The Planning & Zoning Board considered the application for tentative plat review at a public meeting held on May 7, 2024, at which they recommended approval of the tentative plat request.

History- The applicant intends to demolish the building and structures on this site to redevelop this 2.22-acre site by the construction of a four-story self-storage facility. This new building will have four floors and provide 146,800 square feet of storage and offices space, and approximately fifty-nine parking spaces for employee and customer parking and the planting of at least 82 trees and 662shrubs and approximately 20,200 square feet of landscaped open space buffer, beautify and enhance this site.

The applicant, in accordance with the requirements of the City Land Development Regulations, has submitted two separate applications requesting (1) Site Plan Review approval and requesting (2) Development Agreement approval. The use proposed, a self-storage facility is a permitted use for the B-3 zoning district and is compatible with the surrounding uses. The applicant has submitted a draft Development Agreement and has agreed to maintain and not deviate from the development in accordance with what has been presented in the site plan, especially for materials, configurations, heights, setbacks, landscaping type and quantity, etc. The applicant has also agreed to the development conditions, development timelines, and construction phasing, and to providing annual reports and to good faith efforts for economic development through the resources named and others to provide vocational and technical training g programs for city residents to be employed from construction through the operation of the self-storage business as provided in the Development Agreement.

The City of Opa-locka's Comprehensive Plan, Future Land Use map provides that the property has a future land use designation of "Utility" and the zoning map provides that the property is zoned Commercial Intensive and is within the "Corridor Mixed Use Overlay". This use, Self-Storage Facility is permitted in the B-3 zoning district after review by the PZAB and review and approval by the City Commission. This proposed operation is adjacent to industrial uses to the northside of this parcel and commercial uses to the west and southwest of this site and State Road 9 to the south of this site. The site will have only one point of ingress and egress which will be from Northwest 27th Avenue.

Financial Impact- With the construction of new commercial property the City will realize additional future revenue for Ad Valorem Taxes, Stormwater Assessment, Hydrant Assessment, Permit Fees, Impact Fees, and License fees. In addition, the City will be providing the Utility services to the property. There are no known expenses associated with this resolution at this time.

Proposed Action:

Planning & Community Develop Staff recommends approval of this tentative plat request.

Attachment:

Draft Resolution
PZAB Application Pkg
PZAB Meeting Minutes - May 7, 2024

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 5000 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: opa locka storage Property LLC

PROPERTY OWNER'S ADDRESS: 301 E Las Olas Blvd 2 Fl Ft Lauderdale Fl 33301
Number/Street City State/Zip Code

APPLICANT'S NAME: Pulice Land Surveyors Inc

APPLICANT'S ADDRESS: 5381 Nob Hill Rd Sunrise, Fl 33351
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 954 572 1777 HOME — OTHER —

SUBJECT PROPERTY ADDRESS: 14301 NW 27 Ave
Number/Street

TAX FOLIO NUMBER: 08-2122-000-0050 PRESENT ZONING: commercial

LEGAL DESCRIPTION: see attached

Please check specific request:

✓ Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

✓ Completed application form

✓ Application fee payable to the City of Opa-locka by check or money order

✓ Copy of property owner's and/or applicant's driver license/photo I.D.

✓ Affidavit **(see below)**, and power of attorney of the property owner **(page 3)** **(Both must be Notarized)**

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

✓ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.

✓ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

✓ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies

✓ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

✓ Narrative concept must be submitted with application

AFFIDAVIT

I, ALEX HERNANDEZ, 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

1/12/2024
Date

Sworn to and subscribed before me:

This 12 day of January 2024

Notary Public
Attach copy of identification

Notary Public State of Florida
Esperanza Diaz
My Commission HH 462777
Expires 11/22/2027

My commission expires _____

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I ALEX HERNANDEZ, being first duly sworn, depose and say that I am the owner of the property legally described as:

see attached

I do give to Jane Storms Pylice Land Surveyor 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 Jane Storms Pylice Land Surveyor 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

1/12/2024
Date

Notary Public State of Florida
Esperanza Diaz
My Commission HH 462777
Expires 11/22/2027

Sworn to and subscribed before me:

This 12 day of January 2024

Notary Public

My commission expires:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

LEGAL DESCRIPTION: (DEED)

A PORTION OF SECTION 22 TOWNSHIP 52 SOUTH RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GRANTOR'S TRACKS AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE AS SHOW ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, AS RECORDED IN PLAT BOOK 46, PAGE 62 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE FOR 55.96 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE FOR 145.47 FEET; THENCE NORTH 63°20'00" EAST ALONG A LINE PARALLEL WITH AND 180.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE AFORESAID CENTERLINE OF GRANTOR'S TRACKS FOR 567.31 FEET TO A POINT ON A CURVE, SAID POINT BEARS NORTH 45°53'09" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 2,332.49 FEET AND A CENTRAL ANGLE OF 08°34'43", FOR AN ARC DISTANCE OF 349.23 FEET (SAID LAST MENTION COURSE COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-LINE OF STATE ROAD NO. 9 ACCORDING TO THE AFORESAID STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP); THENCE NORTH 26°40'00" WEST FOR 40.10 FEET; THENCE SOUTH 63°20'00" WEST ALONG A LINE PARALLEL AND 50.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID CENTER LINE OF GRANTOR'S TRACKS FOR 844.77 FEET TO THE POINT OF BEGINNING,

SAID LANDS LYING AND BEING IN DADE COUNTY FLORIDA.

LEGAL DESCRIPTION: (SURVEYOR)

A PORTION OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CSX RAILROAD AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE (STATE ROAD NO. 817), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENTATION MAP OF STATE ROAD NO. 9, SECTION 87240, RECORDED IN PLAT BOOK 154, PAGE 14 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 60°57'52" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 839.77 FEET; THENCE SOUTH 29°02'08" EAST 40.13 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 39°40'23" EAST, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 AS SHOWN ON SAID RIGHT OF WAY MONUMENTATION MAP; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2332.49 FEET, A CENTRAL ANGLE OF 08°34'43", FOR AN ARC DISTANCE OF 349.23 FEET; THENCE SOUTH 60°57'52" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE LYING 130 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE SOUTH 60°57'52" WEST 567.97 FEET TO A POINT ON THE

AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE NORTH 02°21'08" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 145.49 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 96,747 SQUARE FEET (2.2210 ACRES), MORE OR LESS.

Detail by Entity Name

Florida Limited Liability Company
OPA LOCKA STORAGE PROPERTY LLC

Filing Information

Document Number	L23000333109
FEI/EIN Number	NONE
Date Filed	07/13/2023
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/17/2023
Event Effective Date	NONE

Principal Address

301 E LAS OLAS BOULEVARD
SECOND FLOOR
FT. LAUDERDALE, FL 33301

Mailing Address

301 E LAS OLAS BOULEVARD
SECOND FLOOR
FT. LAUDERDALE, FL 33301

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 11/17/2023

Address Changed: 11/17/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

OPA LOCKA STORAGE HOLDINGS LLC
301 E LAS OLAS BOULEVARD, SECOND FLOOR
FT. LAUDERDALE, FL 33301

Annual Reports

No Annual Reports Filed

Document Images

11/17/2023 -- CORLCRACHG	View image in PDF format
07/13/2023 -- Florida Limited Liability	View image in PDF format

VIA US MAIL

December 13, 2022

Nora & Angela Rotella
2650 Ali Baba Ave
Opa-locka, FL 33054

Re: Applications for "Opa Locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-Locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-Locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2620 Ali Baba Ave

LEGAL DESCRIPTION: see attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Nora / Angela Rotella PHONE: _____

ADDRESS (If different): 10020 SW 85 Ter Miami FL 33173

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-000-0411
Property Address	2620 ALI BABA AVE OPA-LOCKA, FL 33054-3140
Owner	NORA ROTELLA , ANGELA ROTELLA
Mailing Address	10020 SW 85 TER MIAMI, FL 33173
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	4132 LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	15,006 Sq.Ft
Living Area	15,006 Sq.Ft
Adjusted Area	15,006 Sq.Ft
Lot Size	25,200 Sq.Ft
Year Built	1970

Year	2023	2022	2021
Land Value	$352,800	$252,000	$252,000
Building Value	$1,331,807	$1,120,000	$821,000
Extra Feature Value	$0	$0	$0
Market Value	$1,684,607	$1,372,000	$1,073,000
Assessed Value	$902,892	$820,811	$746,192

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$781,715	$551,189	$326,808

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

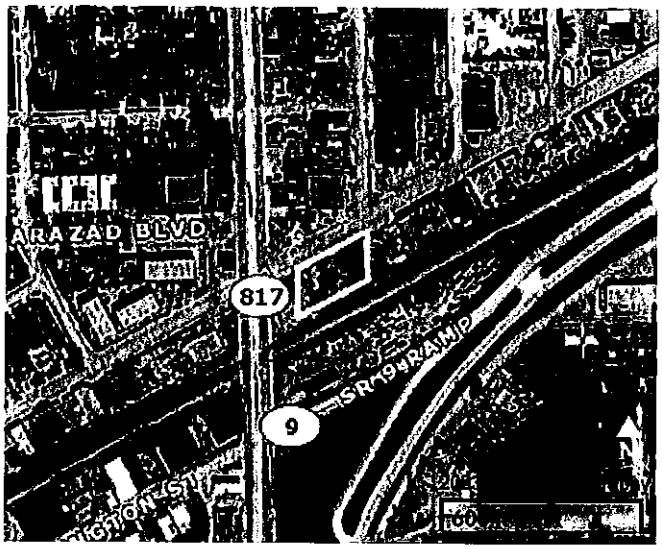
22 52 41 .58 AC

BEG SW COR LOT 50 BLK 1 2ND ADD

TO MAGNOLIA SUB PB 46-89 SWLY

180FT N139.92FT NELY180FT

S139.84FT TO POB



Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$902,892	$820,811	$746,192
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$1,684,607	$1,372,000	$1,073,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$902,892	$820,811	$746,192
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$902,892	$820,811	$746,192

Previous Sale	Price	OR Book-Page	Qualification Description
10/01/2005	$0	24310-3870	Sales which are disqualified as a result of examination of the deed
12/01/1988	$120,000	13934-3050	Sales which are qualified
04/01/1977	$1	09667-0605	Sales which are disqualified as a result of examination of the deed
09/01/1975	$177,000	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

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2620 Ali Baba Ave.

LEGAL DESCRIPTION: see attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Norg Rotella PHONE: _____

ADDRESS (If different): 625 Cadagua Ave Miami, FL 33146

_____
Signature

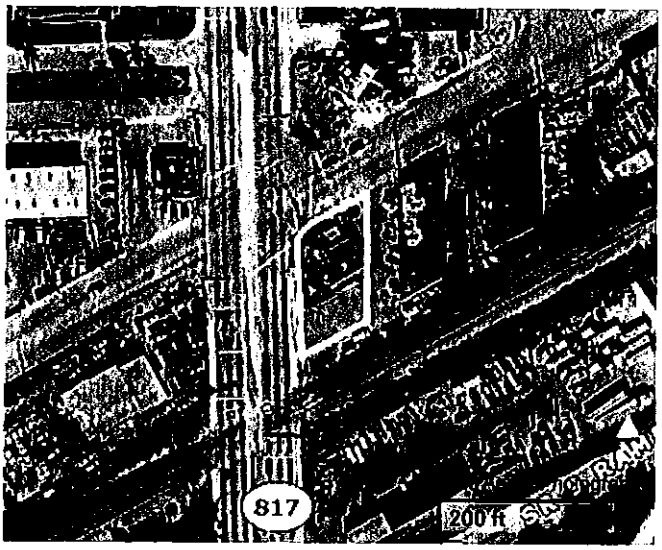
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-000-0410
Property Address	2620 ALI BABA AVE OPA-LOCKA, FL 33054-3643
Owner	NORA ROTELLA
Mailing Address	625 CADAGUA AVE MIAMI, FL 33146
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2719 AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	1,566 Sq.Ft
Living Area	1,566 Sq.Ft
Adjusted Area	1,436 Sq.Ft
Lot Size	16,788 Sq.Ft
Year Built	1995



Year	2023	2022	2021
Land Value	$235,032	$167,880	$167,880
Building Value	$80,775	$81,966	$73,079
Extra Feature Value	$20,918	$21,196	$21,476
Market Value	$336,725	$271,042	$262,435
Assessed Value	$298,146	$271,042	$253,094

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$38,579		$9,341

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$298,146	$271,042	$253,094
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$336,725	$271,042	$262,435
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$298,146	$271,042	$253,094
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$298,146	$271,042	$253,094

22 52 41 .37 AC
BEG 180FT SWLY OF SW COR LOT 50
BLK 1 2ND ADD TO MAGNOLIA SUB PER
PB 46-89 CONT SWLY ALG N R/W/L
S A L 133.34FT TO E R/W/L NW 27TH

Previous Sale	Price	OR Book-Page	Qualification Description
11/02/2007	$100	26031-2777	Sales which are disqualified as a result of examination of the deed
11/02/2007	$100	26031-2777	Sales which are disqualified as a result of examination of the deed
10/01/1995	$0	16987-0447	Sales which are disqualified as a result of examination of the deed
11/01/1991	$80,000	15285-148	Sales which are qualified

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VIA US MAIL

December 13, 2022

Nora Rotella
2620 Ali Baba Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2600 Ali Baba Ave

LEGAL DESCRIPTION: see attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: see attached PHONE: _____

ADDRESS (If different): 431 NW 131 Ave Plantation, Fl 33325

_____
Signature

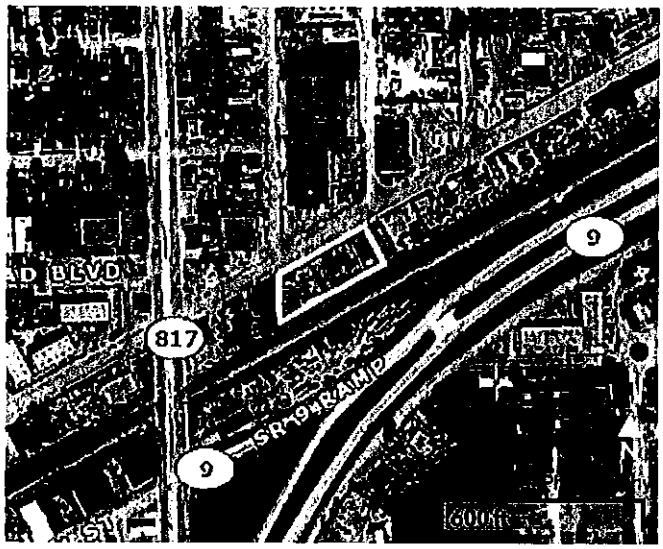
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-004-0440
Property Address	2600 ALI BABA AVE OPA-LOCKA, FL 33054-3140
Owner	CLAYTON B BRASINGTON III TRS , THE BRASINGTON REVOCABLE TRUST , DORIAN F BRASINGTON TRS , ROBERT J BRASINGTON TRS , DECL TRUST ROBERT J BRASINGTON , JOHN LLOYD BRASINGTON SR TRS , JOHN LLOYD BRASINGTON SR , IRREVOCABLE SPECIAL CARE TRUST
Mailing Address	431 NW 131 AVE PLANTATION, FL 33325
Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	20,100 Sq.Ft
Living Area	20,100 Sq.Ft
Adjusted Area	20,100 Sq.Ft
Lot Size	41,426 Sq.Ft
Year Built	Multiple (See Building Info.)



Year	2023	2022	2021
Land Value	$828,520	$497,112	$497,112
Building Value	$1,611,480	$1,225,888	$916,888
Extra Feature Value	$0	$0	$0
Market Value	$2,440,000	$1,723,000	$1,414,000
Assessed Value	$973,989	$885,445	$804,950

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$1,466,011	$837,555	$609,050

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$973,989	$885,445	$804,950
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$2,440,000	$1,723,000	$1,414,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$973,989	$885,445	$804,950
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$973,989	$885,445	$804,950

Previous Sale	Price	OR Book-Page	Qualification Description
06/05/2020	$100	31963-3528	Corrective, tax or QCD; min consideration
05/22/2017	$100	30546-0657	Corrective, tax or QCD; min consideration
12/07/2012	$100	28398-3764	Corrective, tax or QCD; min consideration
04/17/1998	$0	18074-1884	Sales which are disqualified as a result of examination of the deed

MAGNOLIA SUB 2ND ADDN PB 46-89

LOTS 45 TO 50 INC BLK 1

LOT SIZE 41426 SQUARE FEET

OR 18074-1884 0498 5

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VIA US MAIL

December 13, 2022

Martha M Brasington
2600 Ali Baba Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2530 Ali Baba Ave

LEGAL DESCRIPTION: see attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: BS A Sheet Metal Inc PHONE: _____

ADDRESS (If different): —

_____
Signature

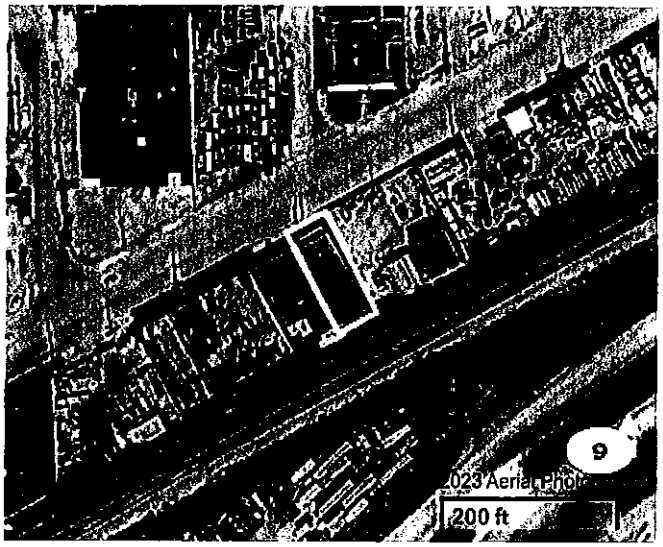
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-004-0430
Property Address	2530 ALI BABA AVE OPA-LOCKA, FL 33054-3138
Owner	B S A SHEET METAL INC
Mailing Address	2530 ALI BABA AVE OPA LOCKA, FL 33054-3138
Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	3,240 Sq.Ft
Living Area	3,240 Sq.Ft
Adjusted Area	3,240 Sq.Ft
Lot Size	6,250 Sq.Ft
Year Built	Multiple (See Building Info.)



Year	2023	2022	2021
Land Value	$125,000	$75,000	$75,000
Building Value	$296,000	$216,000	$153,000
Extra Feature Value	$0	$0	$0
Market Value	$421,000	$291,000	$228,000
Assessed Value	$189,195	$171,996	$156,360

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$231,805	$119,004	$71,640

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$189,195	$171,996	$156,360
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$421,000	$291,000	$228,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$189,195	$171,996	$156,360
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$189,195	$171,996	$156,360

MAGNOLIA SUB 2ND ADDN PB 46-89

LOT 44 BLK 1

LOT SIZE 6250 SQUARE FEET

Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1973	$65,000	00000-00000	Deeds that include more than one parcel

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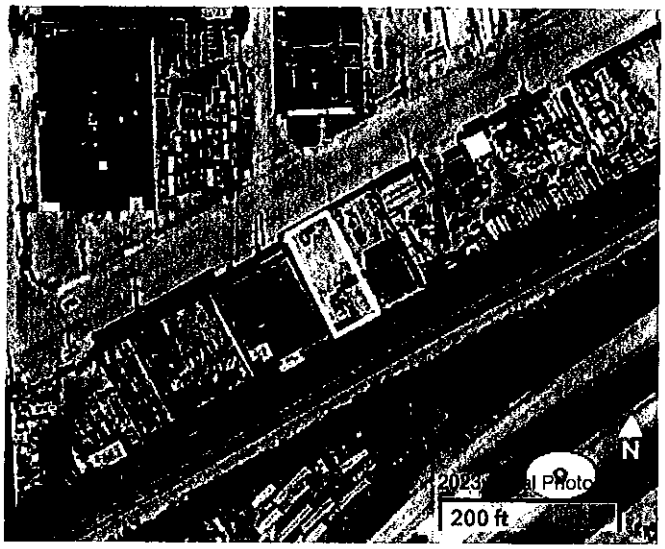
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-004-0420
Property Address	0 , FL
Owner	B S A SHEET METAL INC
Mailing Address	2530 ALI BABA AVE OPA LOCKA, FL 33054-3138
Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	4066 VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING
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	6,250 Sq.Ft
Year Built	0



Year	2023	2022	2021
Land Value	$125,000	$75,000	$75,000
Building Value	$0	$0	$0
Extra Feature Value	$5,587	$5,645	$5,702
Market Value	$130,587	$80,645	$80,702
Assessed Value	$67,910	$61,737	$56,125

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$62,677	$18,908	$24,577

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$67,910	$61,737	$56,125
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$130,587	$80,645	$80,702
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$67,910	$61,737	$56,125
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$67,910	$61,737	$56,125

22 52 41

MAGNOLIA SUB 2ND ADDN PB 46-89

LOT 43 BLK 1

LOT SIZE 6250 SQUARE FEET

73R 232481

Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1973	$65,000	00000-00000	Deeds that include more than one parcel

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VIA US MAIL

December 13, 2022

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

B S A Sheet Metal Inc.
2530 Ali Baba Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely



Graham Penn

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2530 Service Rd

LEGAL DESCRIPTION: see attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Be'ja Investment LLC PHONE: _____

ADDRESS (If different): —

_____
Signature

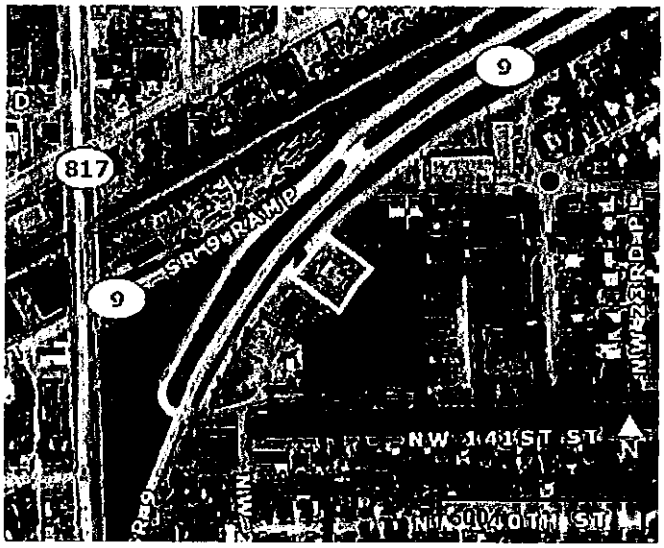
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-000-0080
Property Address	2530 SERVICE RD OPA-LOCKA, FL 33054-3758
Owner	BEJA INVESTMENT LLC
Mailing Address	2530 NW SERVICE RD OPA LOCKA, FL 33054
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2512 REPAIR SHOP/NON AUTOMOTIVE : REPAIRS - NON AUTOMOTIVE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	2,870 Sq.Ft
Living Area	2,870 Sq.Ft
Adjusted Area	2,448 Sq.Ft
Lot Size	22,216 Sq.Ft
Year Built	1954



Year	2023	2022	2021
Land Value	$311,024	$266,592	$222,160
Building Value	$99,970	$99,970	$88,010
Extra Feature Value	$18,346	$18,473	$18,599
Market Value	$429,340	$385,035	$328,769
Assessed Value	$423,538	$385,035	$328,769

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$5,802		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$423,538	$385,035	$328,769
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$429,340	$385,035	$328,769
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$423,538	$385,035	$328,769
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$423,538	$385,035	$328,769

22 52 41 .51 AC
COMM AT SW COR OF BLK 314 TH S 88
DEG W 474.83FT OF E1/4 OF NW1/4
OF NW1/4 OF SW1/4 OF SEC TH
N 01 DEG W 214.96FT NELY AD 150FT

Previous Sale	Price	OR Book-Page	Qualification Description
03/12/2021	$430,500	32408-1059	Corrective, tax or QCD; min consideration
03/31/2020	$550,000	31888-3730	Qual by exam of deed
02/05/2014	$100	29069-3092	Corrective, tax or QCD; min consideration
02/05/2014	$100	29069-3089	Corrective, tax or QCD; min consideration

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VIA US MAIL
December 13, 2022

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Beja Investment LLC
2530 Service Rd
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2695 NW 141 St

LEGAL DESCRIPTION: See attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: 2695 Investment LLC PHONE: _____

ADDRESS (If different): 19512 NW 79 Ct Hialeah, FL 33015

_____
Signature

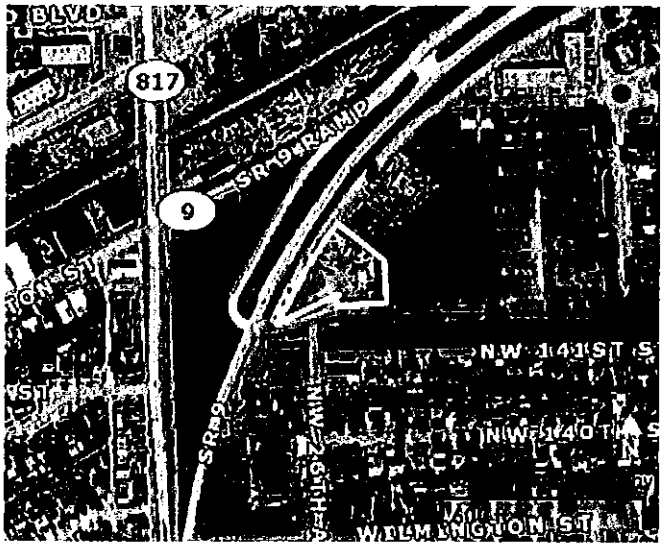
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2122-000-0120
Property Address	2695 NW 141 ST OPA-LOCKA, FL 33054-4051
Owner	2695 INVESTMENTS LLC
Mailing Address	19512 NW 79 CT HIALEAH, FL 33015
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
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	40,119 Sq.Ft
Year Built	0



Year	2023	2022	2021
Land Value	$561,666	$401,190	$401,190
Building Value	$0	$0	$0
Extra Feature Value	$12,269	$12,488	$12,708
Market Value	$573,935	$413,678	$413,898
Assessed Value	$390,991	$355,447	$323,134

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$182,944	$58,231	$90,764

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$390,991	$355,447	$323,134
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$573,935	$413,678	$413,898
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$390,991	$355,447	$323,134
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$390,991	$355,447	$323,134

22 52 41 .921 AC M/L
BEG 357.15FTW & 1.17FT N OF
SW COR BLK 314 PB 49-72 TH W
143.69FT S 64 DEG W125.3FT
W35.88FT NELY AD 317.18FT S 53

Previous Sale	Price	OR Book-Page	Qualification Description
04/01/2016	$330,000	30044-2487	Qual by exam of deed
02/01/2001	$120,000	19514-2630	Sales which are qualified
12/01/1999	$0	19419-0023	Sales which are disqualified as a result of examination of the deed
05/01/1995	$25,000	16822-1735	Other disqualified

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VIA US MAIL

December 13, 2022

2695 INVESTMENTS LLC
2695 NW 141 Ct.
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

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ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 1281 1291 Burlington Street

LEGAL DESCRIPTION: see attached

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Super Stone Properties LLC PHONE: _____

ADDRESS (If different): 1251 Burlington St Opa Locka FL 33054

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/03/2024

Folio	08-2121-007-2401
Property Address	1291 BURLINGTON ST OPA-LOCKA, FL 33054-3618
Owner	SUPER STONE PROPERTIES LLC
Mailing Address	1251 BURLINGTON ST OPA LOCKA, FL 33054
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	18,000 Sq.Ft
Living Area	18,000 Sq.Ft
Adjusted Area	18,000 Sq.Ft
Lot Size	34,522 Sq.Ft
Year Built	Multiple (See Building Info.)

Year	2023	2022	2021
Land Value	$1,035,660	$426,591	$357,547
Building Value	$1,305,340	$1,140,409	$909,453
Extra Feature Value	$0	$0	$0
Market Value	$2,341,000	$1,567,000	$1,267,000
Assessed Value	$1,311,497	$1,192,270	$1,083,882

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$1,029,503	$374,730	$183,118

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

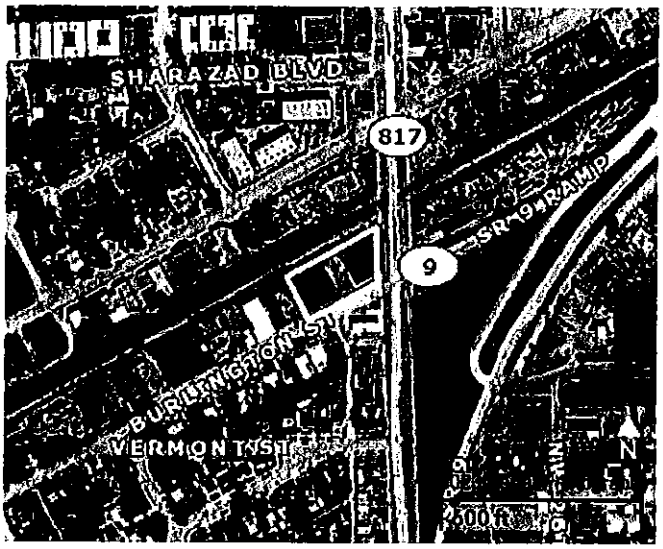
21 52 41 .792 AC M/L

OPA LOCKA PLAT NO 3 PB 31-14

POR OF BLK 142

BEG SELY COR OF BLK 142 TH SWLY

243.3FT NWLY 130FT NELY 308.59FT



Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$1,311,497	$1,192,270	$1,083,882
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$2,341,000	$1,567,000	$1,267,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$1,311,497	$1,192,270	$1,083,882
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$1,311,497	$1,192,270	$1,083,882

Previous Sale	Price	OR Book-Page	Qualification Description
04/17/2008	$100	26331-1718	Sales which are disqualified as a result of examination of the deed
12/01/1991	$100	00000-00000	Sales which are disqualified as a result of examination of the deed
01/29/1986	$83	12775-0153	Sales which are disqualified as a result of examination of the deed
08/15/1979	$0	10512-1389	Sales which are disqualified as a result of examination of the deed

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VIA US MAIL

December 13, 2022

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Super Stone Properties LLC
1251 Burlington Street
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

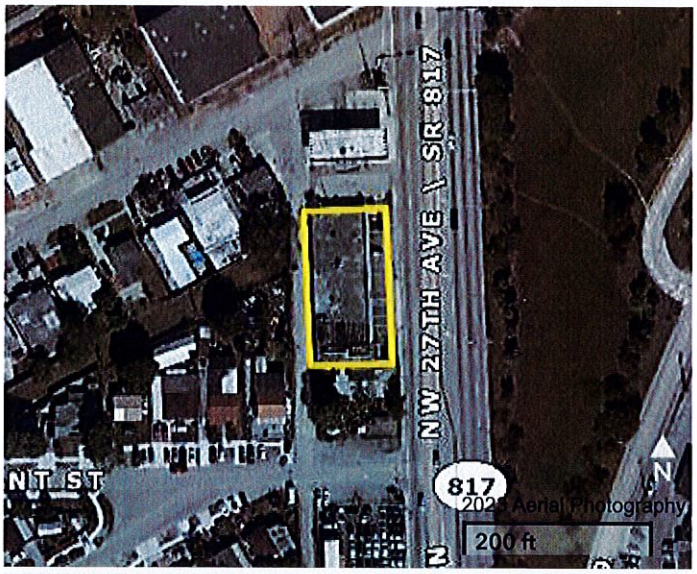
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/24/2024

PROPERTY INFORMATION

Folio	08-2121-007-2455
Property Address	14120 NW 27 AVE OPA-LOCKA, FL 33054-3655
Owner	14120 INVESTMENTS INC
Mailing Address	13791 NW 19 AVE UNIT 1 OPA LOCKA, FL 33054
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	9,498 Sq.Ft
Living Area	9,498 Sq.Ft
Adjusted Area	9,176 Sq.Ft
Lot Size	14,805 Sq.Ft
Year Built	1966



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$444,150	$192,465	$162,855
Building Value	$541,850	$412,576	$346,550
Extra Feature Value	$0	$4,080	$4,140
Market Value	$986,000	$609,121	$513,545
Assessed Value	$621,388	$564,899	$513,545

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$364,612	$44,222	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

21 52 41 .34 AC
OPA LOCKA PLAT NO 3 PB 31-14
S160.92FT OF TR B LESS E8FT FOR
RD BLK 143
LOT SIZE 160.920 X 92

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$621,388	$564,899	$513,545
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$986,000	$609,121	$513,545
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$621,388	$564,899	$513,545
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$621,388	$564,899	$513,545

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
08/10/2016	$660,000	30188-0189	Qual by exam of deed
12/01/1982	$75,000	11641-1619	Sales which are disqualified as a result of examination of the deed

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VIA US MAIL

December 13, 2022

14120 Investments Inc.
14120 NW 27 Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

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Sincerely



Graham Penn

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ZONING, LAND USE AND ENVIRONMENTAL LAW

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Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

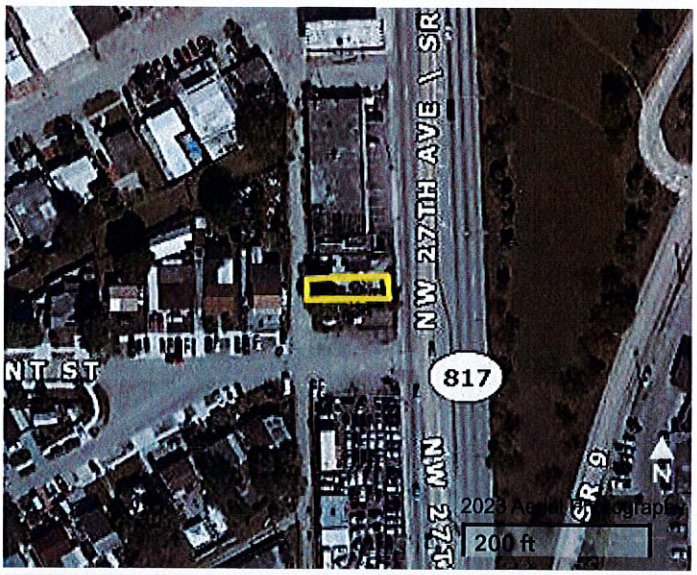
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/24/2024

PROPERTY INFORMATION

Folio	08-2121-007-2453
Property Address	14116 NW 27 AVE OPA-LOCKA, FL 33054-3655
Owner	ALBERT KING
Mailing Address	14116 NW 27 AVE OPA LOCKA, FL 33054-3655
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
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	2,300 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$69,000	$29,900	$25,300
Building Value	$0	$0	$0
Extra Feature Value	$987	$998	$1,008
Market Value	$69,987	$30,898	$26,308
Assessed Value	$31,831	$28,938	$26,308

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$38,156	$1,960	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

OPA LOCKA PL NO 3 PB 31-14
LOT 35 LESS E8FT FOR RD
BLK 143
LOT SIZE 25.000 X 92
OR 0R 14702-3346 0990 4

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$31,831	$28,938	$26,308
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$69,987	$30,898	$26,308
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$31,831	$28,938	$26,308
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$31,831	$28,938	$26,308

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/1990	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
09/01/1990	$0	00000-00000	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/24/2024

PROPERTY INFORMATION

Folio	08-2121-007-2454
Property Address	14116 NW 27 AVE OPA-LOCKA, FL 33054-0000
Owner	ALBERT KING
Mailing Address	14116 NW 27 AVE OPA LOCKA, FL 33054-3655
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
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	2,760 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$82,800	$35,880	$30,360
Building Value	$0	$0	$0
Extra Feature Value	$2,679	$2,708	$2,736
Market Value	$85,479	$38,588	$33,096
Assessed Value	$40,045	$36,405	$33,096

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$45,434	$2,183	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

OPA LOCKA PL NO 3 PB 31-14
LOT 36 LESS E8FT FOR RD
BLK 143
OR 10952-1081 1080 4
LOT SIZE IRREGULAR

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$40,045	$36,405	$33,096
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$85,479	$38,588	$33,096
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$40,045	$36,405	$33,096
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$40,045	$36,405	$33,096

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/1990	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
09/01/1990	$0	14702-3346	Sales which are disqualified as a result of examination of the deed

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VIA US MAIL

December 13, 2022

BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Albert King
14116 NW 27 Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely



Graham Penn

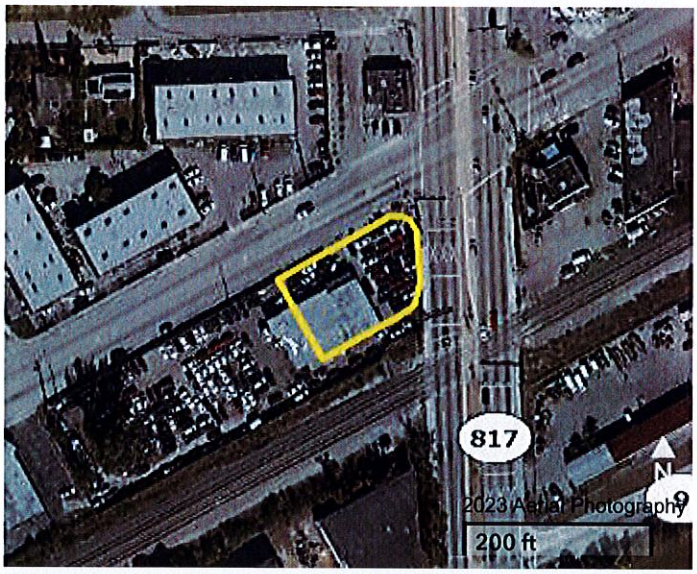
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/24/2024

PROPERTY INFORMATION

Folio	08-2121-002-1720
Property Address	14360 NW 27 AVE OPA-LOCKA, FL 33054-3644
Owner	ZAINUL A MANIAR &W , RAHILA MANIAR
Mailing Address	335 NE 154 ST N MIAMI BEACH, FL 33162-5023
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2719 AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	1,561 Sq.Ft
Living Area	1,561 Sq.Ft
Adjusted Area	1,086 Sq.Ft
Lot Size	11,545 Sq.Ft
Year Built	1957



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$346,350	$150,085	$126,995
Building Value	$52,861	$52,861	$46,518
Extra Feature Value	$10,289	$10,339	$10,390
Market Value	$409,500	$213,285	$183,903
Assessed Value	$222,522	$202,293	$183,903

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$186,978	$10,992	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

PL NO 1 OPA LOCK PB 25-44
LOTS 13 TO 17 INC BLK 9
LOT SIZE 11545 SQ FT
OR 15802-4447 1292 5
COC 22718-3458 09 2004 1

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$222,522	$202,293	$183,903
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$409,500	$213,285	$183,903
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$222,522	$202,293	$183,903
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$222,522	$202,293	$183,903

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2004	$350,000	22718-3458	Sales which are qualified
12/01/1992	$285,000	15802-4445	Deeds that include more than one parcel
12/01/1992	$0	15802-4447	Sales which are disqualified as a result of examination of the deed

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VIA US MAIL

December 13, 2022

Zainul & Rahila Maniar
14360 NW 27th Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

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Sincerely

Graham Penn

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gpenn@brzoninglaw.com

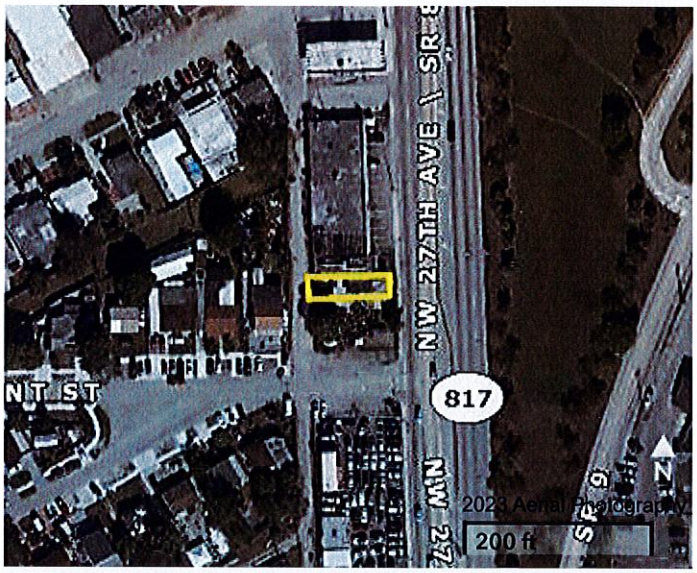
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/24/2024

PROPERTY INFORMATION

Folio	08-2121-007-2452
Property Address	14116 NW 27 AVE OPA-LOCKA, FL 33054-0000
Owner	CHRISTOPHER G KING
Mailing Address	2385 NW 155 ST OPA LOCKA, FL 33054
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	1,232 Sq.Ft
Living Area	1,232 Sq.Ft
Adjusted Area	999 Sq.Ft
Lot Size	2,300 Sq.Ft
Year Built	1950



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$69,000	$29,900	$25,300
Building Value	$44,917	$44,917	$39,527
Extra Feature Value	$5,015	$5,054	$5,093
Market Value	$118,932	$79,871	$69,920
Assessed Value	$84,603	$76,912	$69,920

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$34,329	$2,959	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

OPA LOCKA PL NO 3 PB 31-14
LOT 34 LESS E8FT FOR RD
BLK 143
OR 10952-1081 1080 4
LOT SIZE IRREGULAR

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$84,603	$76,912	$69,920
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$118,932	$79,871	$69,920
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$84,603	$76,912	$69,920
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$84,603	$76,912	$69,920

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
03/01/2008	$0	26360-3466	Sales which are disqualified as a result of examination of the deed
09/01/1990	$0	00000-00000	Sales which are disqualified as a result of examination of the deed
09/01/1990	$0	14702-3346	Sales which are disqualified as a result of examination of the deed

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VIA US MAIL

December 13, 2022

Christopher G. King
14116 NW 27 Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

Please do not hesitate to phone my direct line at (305) 377-6229 or send me an email at gpenn@brzoninglaw.com if you have any questions or concerns.

Sincerely

Graham Penn

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VIA US MAIL
December 13, 2022

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930 Warehouse LLC
724 NE 79 St.
Miami, FL 33138

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

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Sincerely



Graham Penn

VIA US MAIL
December 13, 2022

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Suite 300, Miami, FL 33131

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305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Robert A. Silva
2490 Ali Baba Ave
Opa- locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

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Sincerely



Graham Penn

VIA US MAIL
December 13, 2022

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305.377.6229 office
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gpenn@brzoninglaw.com

City of Opa-locka
780 Fisherman St.
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

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Graham Penn

VIA US MAIL
December 13, 2022

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305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

St. Andrew Missionary Baptist
Church of Opa locka Inc.
2010 Lincoln Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

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Sincerely



Graham Penn

VIA US MAIL

December 13, 2022

Trinity Petro LLC
14126 NW 27 Ave
Opa-locka, FL 33054

Re: Applications for "Opa- locka Self Storage" – 14301 NW 27 Avenue (Folio 08-2122-000-0050).

Dear Sir/Madam:

We represent Hernandez Development Services, Inc., the developer of the above-referenced industrial parcel located at 14301 NW 27 Avenue in Opa-locka, Florida (the "Property"). I am writing to provide you notice that we have filed applications with the City of Opa-locka seeking to improve the Property through the development of a three story, approximately 105,000 sq. ft., self-storage facility, replacing the current open lot use of the site.

In sum, we are seeking to bring this Property up to modern standards of development for the first time. The improvements will significantly reduce the visual, dust, and noise impacts of the industrial use of the site and provide the neighboring community with brand new perimeter buffering. We hope you agree that the requested improvements will make a lot of sense for the neighborhood.

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Graham Penn

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DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MAY 7, 2024, 7:00 P.M.

CALL TO ORDER

Board Member Audrey Dominguez called the Planning and Zoning Board meeting to order at 7:40 p.m. on May 7, 2024.

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.

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germane Barnes, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Chair Elio Guerrero and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Pettis, and City Manager Darvin Williams.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – March 19, 2024**

Motion made by Board Member Mata, seconded by Board Member Barnes, to approve the meeting from March 19, 2024. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND**

DEVELOPMENT REGULATION ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Kenneth Ottley, Chief of Police for Opa-locka, introduced Lieutenant Commander Kaj Larsen, who serves the southern region of the Florida State Guard. This unit was commissioned in 2024 as a stand-alone component of the National Guard, and its special operations company supports law enforcement missions in Florida using combat experience. He is one of the founders of the proposed project, which is known as the Armory.

Lt. Comm. Larsen advised that there are currently no nearby training facilities to help veterans and law enforcement with some types of training. A facility such as the Armory would help the Guard more effectively assist law enforcement. It also helps the Florida State Guard amplify some of their philanthropic efforts in the local community.

The Armory would serve as the headquarters of the Southern Division of the Special Missions Unit of the Guard, as well as providing a home for the Guard's other community causes. He concluded that tonight's Application is the first step toward changing policy language and allowing the Armory project to move forward.

Wes Hevia, representing the Armory, showed slides of what the project will entail, which includes an advanced shooting range, advanced simulators, locker rooms, virtual trainers, and tactical rooms which allow for a range of training scenarios. The purpose of today's Application is to create a use within Code. The Armory will come back at a later time with a site-specific application including a floor plan and providing more details on the controls within the proposed facility.

It was asked whether the facility would be open to the public or restricted to law enforcement. Chief Ottley replied that the project will be a members-only multi-use law enforcement facility.

Planning and Community Development Director Gregory Gay advised that this Item specifically addresses legislation that would allow the requested use. The use is not currently allowed within City Code.

Zoning Official Gerald Lee stated that the City's current land development regulations currently do not allow this type of operation within Opa-locka. If Code is amended to

permit shooting ranges and armories, the best location for that use would be within the I-3 zoning district. The proposed legislation is consistent with Florida Senate Bill (SB) 45, as well as certain other areas of Florida Statutes which address gun regulations and safety.

The proposed amendment would be included in City Zoning Code Section 22-142. Zoning Official Lee noted that an entire section of the Ordinance, which is included in the Board members' backup materials, would be added to Zoning Code. It would provide for distance requirements from other uses, as well as requirements for sound absorption, protections, parking, environmental considerations, and land use.

Once the Ordinance is passed, any entity wishing to establish the proposed use would have to go through conditional use review. This means they would have to come back before the Planning and Zoning Board (PZB) to request approval, based on the standards provided at today's meeting. Staff recommends approval of the Application.

A question was asked regarding current zoning. Zoning Official Lee replied that Staff has recommended allowing the proposed use in the I-3 zoning district. Director Gay further clarified that the I-3 zoning district is located in the western portion of the City, near the airport.

Board Attorney Pam Pettis noted corrections which will need to be made to the proposed Ordinance before it advances to the City Commission, and any motions of approval should be made with the corrections as stated:

- Typographical errors in the title
- Portion of Section 12 referring to the effective date for the Resolution should be deleted, as it is not a Resolution but an Ordinance
- Section directing the City Clerk to provide a copy to all relevant departments, agencies, and interested parties should be deleted, as it is not applicable

Motion made by Board Member Barnes, seconded by Board Member Mata, to adopt the amendment in Item 1 to create a new definition for indoor shooting ranges, dependent upon the alteration as described by the City Attorney within the document. In a roll call vote, the **motion** passed unanimously (4-0).

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

At this time the public hearing was opened.

Jane Storms, representing the Applicant, advised that the plat has been submitted following Site Plan approval, which occurred in 2023.

Zoning Official Lee stated that this Item is the last step in the approval process for a project that previously received Site Plan and Development Agreement approval. It is for self-storage use on 27th Avenue, bordering State Road (SR) 9. Demolition on the site is expected soon.

Part of the development process is a tentative plat, as required by Miami-Dade County. The Applicant requests approval from the PZB, to be followed by approval from the City Commission. The tentative plat will be brought back following County review and a final plat will be prepared.

It was noted that the Board voted on the Item in 2023 and it was subsequently passed by the City Commission. Zoning Official Lee explained that in 2023, the Applicant received Site Plan and Development Agreement approval; however, Miami-Dade County's development standards include a platting process. This is related to review of the surveyor's final determination of points of ingress/egress, the allocation of property edges, and what will be part of the actual site. Following the County's platting process, all improvements that are planned for the subject property are recorded.

Director Gay further clarified that what the Board previously approved was the project that will be built on the site as well as its Development Agreement. Miami-Dade County has additional requirements for modifications, including pre-platting. The Applicant is already going through the permitting process for the site. He reiterated that the County, not the City, requires the site to go through the tentative platting process to ensure the site is properly sound and can be developed.

It was also asked why the Application information in the Board members' backup materials include a different address. Zoning Official Lee replied that this was an error, and the correct property address is 14301 NW 27th Avenue. It was noted that a motion will be required to address this mistake before the Board votes on the Item.

Attorney Pettis advised that the Board's motion should change the address listed in the first "Whereas" clause to the correct address, 14301 NW 27th Avenue. She confirmed that this change will be made before the Application advances to the Commission.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 2, provided that the address be updated per the document to the correct address of 14301 NW 27th Avenue. In a roll call vote, the **motion** passed unanimously (4-0).

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE**

CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Lucy Batista, property owner, requested approval for the project's Site Plan and Development Agreement. The proposal is for construction of an office/warehouse for a paving company.

Zoning Official Lee advised that the request is for final Site Plan approval for an office and warehouse. The Applicant owns the subject property, which has never been developed. The Site Plan follows the City's land development regulations and provides parking, landscaping, and lot coverage. Staff recommends approval of the request.

Zoning Official Lee continued that the property is currently being used by its owner, but the owner did not have the appropriate approvals from the City for Site Plan review. They are now complying with the City's requirements.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 3. In a roll call vote, the **motion** passed unanimously (4-0).

4. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay advised that this Application also applies to the property discussed in Item 3. It is the Development Agreement for the subject site. Because the project is new construction, certain aspects of that agreement are required, including construction timelines and opportunities for hiring local residents. The Applicant has followed the required processes for the Development Agreement. Staff recommends approval of the Application.

Board Member Barnes asked if Development Agreements are ever updated by Staff to reflect components such as adequate shading and tree coverage. Zoning Official Lee explained that Development Agreements are based on the City's land development regulations.

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve Item 4. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT

The meeting was adjourned at 8:19 p.m.



Detail by Entity Name

Florida Limited Liability Company
OPA LOCKA STORAGE PROPERTY LLC

Filing Information

Document Number	L23000333109
FEI/EIN Number	NONE
Date Filed	07/13/2023
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/17/2023
Event Effective Date	NONE

Principal Address

301 E LAS OLAS BOULEVARD
SECOND FLOOR
FT. LAUDERDALE, FL 33301

Mailing Address

301 E LAS OLAS BOULEVARD
SECOND FLOOR
FT. LAUDERDALE, FL 33301

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 11/17/2023

Address Changed: 11/17/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

OPA LOCKA STORAGE HOLDINGS LLC
301 E LAS OLAS BOULEVARD, SECOND FLOOR
FT. LAUDERDALE, FL 33301

Annual Reports

No Annual Reports Filed

Document Images

11/17/2023 -- CORLCRACHG	View image in PDF format
07/13/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

PLANNING & ZONING BOARD

May 7th,

2024

HERNANDEZ DEVELOPMENT SERVICES, LLC SELF-STORAGE FACILITY: TENTATIVE PLAT

Staff Report

APPLICANT'S REQUEST:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-000-0050 IN THE B-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:

  22 52 41 2.22 AC M/L
  BEG AT PT ON E/L NW 27 AVE 50FT SELY AT R/A TO C/L SAL M/L TH S145.47 FT N 63 DEG E 567.31FT NELY AD 349.23FT N 26 DEG W 40.10FTS S 63 DEG W 844.77FT TO POB LOT SIZE 96,657 SQ FT M/L

- The subject property is currently owned by Les Jackson Inc according to Miami-Dade County Property appraiser's website. The subject Property is currently being used to operate Fry's Tool & Equipment Rental and Sales business. The property is also being used for vehicle storage as there are vehicles on site that do not appear to be available for rental. The applicant, Hernandez Development Services, LLC, has submitted a site plan review application, a development agreement application and the supporting documentation for the City to consider approval of their request for the redevelopment of this site. This parcel is located at 14301 NW 27th Avenue and is identified by Folio #08-2122-000-0050 and the zoning designation of this property is B-3, Commercial Intensive Business District, and it is within the Corridor Mixed Use Overlay.

- Currently the site conditions are as follow: This property is actively being used to operate Fry's Tool & Equipment Rental business *(see Existing Condition Section).* The site is located in the north-central section of the City at the intersection of State Road 9 (Burlington Street East) and NW 27th Avenue.



Figure 1: Google Street View, dated: 2022

II. Project Details

- **Applicant's intent**

The applicant intends to demolish the building and structures on this site to redevelop this 2.22 acre site by the construction a four story self-storage facility. This new building will have four floors and provide a 146,800 square feet of storage and offices space, and approximately fifty-nine parking spaces for employee and customer parking and the planting of at least 82 trees and 662shrubs and approximately 20,200 square feet of landscaped open space buffer, beautify and enhance this site.

The applicant, in accordance with the requirements of the City Land Development Regulations, has submitted two separate applications requesting (1) Site Plan Review approval and requesting (2) Development Agreement approval and Tentative Plat approval. The use proposed, a self-storage facility is a permitted use for the B-3 zoning district and is compatible with the surrounding uses. The applicant has submitted a draft Development Agreement and has agreed to maintain and not deviate from the development in accordance with what has been presented in the site plan, especially for materials, configurations, heights, setbacks, landscaping type and quantity, etc. The applicant has also agreed to the development conditions, development timelines, and construction phasing, and to providing annual reports and to good faith efforts for economic development through the resources named and others to provide vocational and technical training g programs for city residents to be employed from construction through the operation of the self-storage business as provided in the Development Agreement.

The City of Opa-locka's Comprehensive Plan, Future Land Use map provides that the property has a future land use designation of "Utility" and the zoning map provides that the property is zoned Commercial Intensive and is within the "Corridor Mixed Use Overlay". This use, Self-Storage Facility is permitted in the B-3 zoning district after review by the PZAB and review and approval by the City Commission. This proposed operation is adjacent to industrial uses to the northside of this parcel and commercial uses to the west and southwest of this site and State Road 9 to the south of this site. The site will have only one point of ingress and egress which will be from North West 27th Avenue.

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Hernandez Development Services, LLC		
Folio Number (s)	Opa-locka: 08-2122-000-0050		
Address Location	14301 NW 27th Avenue		
Building (s) Footprint	**Total Site Area –** 96,655.58 SF or 2.219 Acres **Building Area ---** 146,800		
Floor Area	Total 146,800 SF		
Zoning	**B-3 –Commercial Intensive / CMU – Corridor Mixed Use Overlay**		
Zoning Code Consistency	The proposed use for a Self-Storage Facility is consistent with the B-3 Zoning after Site Plan review approval.		
Existing Land Use	Commercial Use		
Future Land Use Designation	Utilities		
Comprehensive Plan Consistency	- The proposed use for a Self-Storage Facility use is consistent with the Comprehensive Plan.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-80, Sec. 22-90; Article V 22-112, Article VII, VIII and X		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front (West)	**15 Feet**	**62' 6"Feet**	**YES**

Rear (East)	**15 Feet**	**214' 8"**	**YES**
Side (North) Corner	**0 Feet**	**5' Feet**	**YES**
Side (South) Corner	**15 Feet**	**28' 1" Feet**	**YES**
Corner Lots/ Other	**N/A**	**N/A**	**N/A**
Lot Coverage	**80%**	**79%**	**YES**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**10,000 SF (0.23 Acres)**	**96,655.58 SF(2.219 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**6 Stories or 65 Feet whichever less**	**47' 6" Feet / 4 Stories**	**YES**
Structure Length	**N/A**	**N/A**	**N/A**
Open Space	**4,177.2 SF**	**4,177.2 sq. ft.**	**YES**
(Landscaping) Trees	**22**	**22**	**YES**
Parking Details	**Self-Storage Facility:** pursuant to the Land development Regulation Ordinance 15-31: Article VI, one (1) Parking per 2,500 square feet of storage area. – 59 spaces required. Regular Size Spaces 10 X 20 Compact Size Spaces 8 X 17	Self-Storage Facility. Total Parking Spaces Provided: 41 spaces 18 spaces 59 Total Spaces 2 Handicapped Spaces Provided	**YES** **YES**
Parking Details (Cont'd)			
Landscape/ Pervious Lot Coverage	**20% minimum required pervious**	**21% 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, January 25th, 2023. To be advertises at least 10 days prior to this Planning and Zoning Board meeting on Thursday, February 9th, 2023. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable boards or agency(s).		

III. Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial and commercial properties and major highways, specifically State Road 9 and NW 27th Avenue to the south for State Road #9 and to the west and north for the commercial properties and to the northeast for the industrial properties.
- Sidewalk alongside the west edge of the Property.
- The property is licensed to operate as a tool and equipment rental business and it appears it is also being used for vehicle storage.

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial/Industrial	Commercial/ Industrial -ROW (State Road 9)	B-2/I-1
South	Commercial	Commercial	B-2
East	Industrial	Industrial	I-1
West	Commercial	Commercial / ROW (NW 27th Avenue)	B-2

Surrounding Zoning Designation Map
The Site is Highlighted in image



General Character / Neighborhood Compatibility: The proposed development use is permitted if approved a plan review. This site is surrounded by commercial industrial uses and would be compatible with those uses. development proposed to buffer the site with landscaped open space. Will this proposed use is in Harmony with the general character of the surrounding neighborhood uses 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 'Self-Storage Facility" is permitted by the LDR and provides an opportunity to provide service which may be in harmony with the general characteristic of the surrounding neighborhood: Commercial/Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

  - **Findings:**

The Applicant is proposing to include 82 new assorted trees, 662 shrub plants and approximately 20,200 square feet of landscaped open space.

- *(Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All walls fences and hedges placed within required yard areas shall conform to the following regulations, except where special requirements are set forth for specific buffering or screening purpose elsewhere in this Code. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district. In commercial or mixed use districts, the maximum height for walls, fences and hedges shall not exceed 6 feet in height, measured from the final grade in front yards and 10 feet in height in side and rear yards.
  - **Findings:**
    - The Applicant is not required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, B-3 Commercial Liberal District (Section 22-90).

COMPLIES

- **Future Land Use:** Commercial
  - **Findings:**
    - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's utility land use designation category location.

COMPLIES

- **B-3 (Commercial Intensive) Permitted Uses:** Project Specific: Self-Storage Facility
  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code B-2 (Commercial Liberal) allows for Self-Storage Facilities within this zoning district.

COMPLIES

- **Community Comments/Petitions:** The Applicant provided a mailing list to the Planning and Community development Department that will inform the surrounding businesses for signatures, comments or possible opposition.
  - **Findings:** The Planning and community Development Department has not received any public opinions concerning this development in support or in opposition. Residents will have opportunity to support or oppose this action at the public hearings.

COMPLIES

IV. Project Need Assessment / other Required Approvals

1. Site Plan
   - Application submitted for Planning & Zoning Board Meeting (last meeting) Thursday, February 9th, 2023
2. Development Agreement
   - Application submitted for Planning & Zoning Board Meeting (last meeting) Thursday, February 9th, 2023
3. Tentative Plat

- Application submitted for Planning & Zoning Board Meeting (last meeting Tuesday, May 7, 2024.

V. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
   - No issues reported for the proposed Site Plan
2. **Building:**
   - No issues reported for the proposed Site Plan
3. **Police:**
   - N/A
4. **Community Redevelopment Agency (CRA):**
   - No issues reported for the proposed Site Plan
5. **City Manager's Office (CMO):**
   - N/A
6. **Code Enforcement:**
   - No issues reported for the proposed Site Plan
7. **City Attorney's Office:**
   - Development Agreement under review
8. **Public works:**
   - No issues reported for the proposed Site Plan
9. **Inter-jurisdictional Review:**
   - N/A

VI. Staff Recommendation:

- Staff recommend approval of this Site Plan. Approval of this site plan should include the following other approvals:
  - A Development Agreement must be submitted along with this Auto Service Station, with two Retail Spaces, and a Hand Car Wash Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
  - Traffic Statement was provided.
  - All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
  - All landscaping and parking areas must be provided and maintained as shown in the Site Plan;
  - Trees to be planted in accordance with the City LDR
  - Adequate landscape buffer around parking area;
  - Extend employment and educational opportunities to City residents through local employment centers, and collaboration with The Meek Group, Miami-Dade Chamber of Commerce and local higher learning centers. M-D College, Florida Memorial University, & St. Thomas University ;
  - Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary for this Auto Service Station site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
  - All trash & garbage containers shall comply with the City dumpster enclosure requirements;
  - The Development Agreement (D.A.) shall specifically address the site plan, the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commission for this proposed development site plan;
  - Address all Miami-Dade County's input/recommendations as appropriate

VII. Attachments:

- Site Plan
- Development Agreement

- Tentative Plat

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Randall Robinson, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Economic Development	Solomon Bankole	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Will be Updated After the Planning and Zoning Board Meeting on February 9, 2023. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2023-02-09-01,
RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: HERNANDEZ DEVELOPMENT SERVICES, LLC, FOR: TENTATIVE PLAT APPROVAL REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING: SELF-STORAGE FACILITY.

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: 05-07-2024

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 will reflect recommendations from the Planning and Zoning Board discussions in regard to the proposed Service Station, Retail uses and Car Wash.

NO	FOLIO	ADDRESS	CITY	ZIP CODE	LEGAL DESCRIPTION
1	0821210021410	14380 NW 27 AVE	Opa-locka	33054-0000	21 52 41 .06 AC PL NO 1 OPA LOCKA PB 25-44 LOT 19 BLK 8 & LOT 19-A BLK 8-A PER PB 46-76 LOT SIZE 2725 SQUARE FEET OR 18441-1561 1298 2 (3)
2	0821220100010	14310 NW 24 AVE	Opa-locka	33054-3733	MAGNOLIA GDNS CONSOLIDATED 3RD ADD PB 52-44 LOTS 1 THRU 10 BLK 359 LOT SIZE 53471 SQUARE FEET OR 17196-0724 0396 6 COC 24306-4861 02 2006 1
3	0821210021600	14360 NW 27 AVE	Opa-locka	33054-0000	PL NO 1 OPA LOCKA PB 25-44 LOTS 1 THRU 12 BLK 9 LOT SIZE 28500 SQ FT OR 20399-3844 0502 1
4	0821220000130	2560 SERVICE RD	Opa-locka	33054-3758	22 52 41 .5 AC THAT PT OF NW1/4 OF SW1/4 PER DB 3863-567 LOT SIZE 21775 SQUARE FEET OR 13719-1754 0588 4 COC 23079-3028 02 2005 4
5	0821220140010	14120 NW 24 AVE	Opa-locka	33054-3729	22 52 41 6.23 AC M/L GERALD ESTATES PB 49-72 LOTS 1 THRU 4 & N9FT LOT 5 BLK 314 & LOTS 1 THRU 19 BLK 315 & N225FT NW 24TH COURT LYG BET BLKS 314 & 315 CLOSED PER ORD 66-437 OR 5150-439 & ALSO BURLINGTON MANOR PB 48-27 N69FT OF LOT 6 BLK 315 & BEG NW COR BLK 314 TH W153.31FT TH SWLY ARC DIST 167.88FT SELY151.7FT TH SWLY ARC DIST 300FT S122.1FT TH E ALG R/W/L NW 141ST STREET 357.15FT TH N544FT TO POB LOT SIZE 271378 SQUARE FEET
6	0821220020150	14441 NW 27 AVE	Opa-locka	33054-3433	OPA LOCKA CENTER PB 45-71 LOTS 5 & 6 BLK 309 LOT SIZE 100.000 X 120 75R-15255
7	0821210072450	1280 BURLINGTON ST	Opa-locka	33054-3619	21 52 41 .14 AC OPA LOCKA PLAT NO 3 PB 31-14 NELY82.88FT OF TR A BLK 143 LOT SIZE IRREGULAR OR 17187-3183 0596 4 COC 26344-0542 04 2008 3
8	0821210072401	1281 BURLINGTON ST	Opa-locka	33054-3618	21 52 41 .792 AC M/L OPA LOCKA PLAT NO 3 PB 31-14 POR OF BLK 142 BEG SELY COR OF BLK 142 TH SWLY 243.3FT NWLY 130FT NELY 308.59FT SELY 145.47FT TO POB LOT SIZE 34522 SQ FT M/L

9	0821220040370	1416 10 CT	Lake Park, FL	33403	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 38 BLK 1 LOT SIZE 6250 SQUARE FEET OR 14539-2234 0590 2 (8) COC 25957-3402 08 2007 4
10	0821220000080	2530 SERVICE RD	Opa-locka	33054-3758	22 52 41 .51 AC COMM AT SW COR OF BLK 314 TH S 88 DEG W 474.83FT OF E1/4 OF NW1/4 OF NW1/4 OF SW1/4 OF SEC TH N 01 DEG W 214.96FT NELY AD 150FT FOR POB TH S 53 DEG W 150.43FT NELY AD 150FT N 53 DEG W 151.70FT SWLY AD 150FT TO POB FOR DB 3904-9 LOT SIZE 22216 SQ FT OR 20119-1671 1201 1
11	0821210021330	1360 SHARAZAD BLVD	Opa-locka	33054-0000	PL NO 1 OPA LOCKA PB 25-44 E20FT OF LOT 11 & LOTS 12 THRU 18 & LOTS 23 THRU 38 E20FT LOT 11-A & LOTS 12-A THRU 18-A & 23-A THRU 27-A & 36-A THRU 38-A BLK 8-A PER PB 46-76 LOT SIZE 66037 SQUARE FEET OR 19414-0263 1200 1 COC 22298-3600 04 2004 1
12	0821220020160	14401 NW 27 AVE	Opa-locka	33054-3433	22-52-41 OPA LOCKA CENTER PB 45-71 LOT 7 BLK 309 LOT SIZE 9140 SQ FT OR 17736-1758 0797 1 COC 26465-2201 06 2008 4
13	0821210000010	605 Suwannee St	Tallahassee, FL	32399	21 52 41 14.60 AC M/L OPA LOCKA NO 72 PB 28-72 PORT OF BLK 96 & 100FT SAL R/W THRU SEC DESC AS BEG 3001.42FTE OF NE1/4 SEC 29 FOR POB TH NELY AD 1040.42FT N 60 DEG E 663.98FT N 29 DEG W 125FT N 60 DEG E 645FT S 29 DEG E 125FT N 60 DEG E 205FT N 29 DEG W 125FT N 60 DEG E 25FT S 29 DEG E 125FT N 60 DEG E 57.74FT S 01 DEG E 112.70FT S 60 DEG W 1544.75FT SWLY AD 908.81FT S 87 DEG W 139.74FT TO POB & BEG 1207.57FTN OF SW COR OF SE1/4 OF SEC 21 FOR POB TH N 60 DEG E 2979.19FT N 02 DEG W 111.90FT S 60 DEG W 2977.45FT S 01 DEG E 112.70FT TO POB

14	0821220000050	14301 NW 27 AVE	Opa-locka	33054-3643	22 52 41 2.22 AC M/L BEG AT PT ON E/L NW 27 AVE 50FT SELY AT R/A TO C/L SAL M/L TH S145.47FT N 63 DEG E 567.31FT NELY AD 349.23FT N 26 DEG W 40.10FTS S 63 DEG W 844.77FT TO POB LOTSIZE 96657 SQ FT M/L
15	0821220040400	1416 10 CT	Lake Park, FL	33403	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 41 BLK 1 LOT SIZE 6250 SQUARE FEET OR 14539-2234 0590 2(8) COC 25957-3402 08 2007 4
16	0821220040430	2530 ALI BABA AVE	Opa-locka	33054-3138	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 44 BLK 1 LOT SIZE 6250 SQUARE FEET
17	0821220040350	1416 10 CT	Lake Park, FL	33403	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 36 BLK 1 LOT SIZE 6250 SQUARE FEET OR 14539-2234 0590 2 (8) COC 25957-3402 08 2007 4
18	0821210021720	14360 NW 27 AVE	Opa-locka	33054-3644	PL NO 1 OPA LOCK PB 25-44 LOTS 13 TO 17 INC BLK 9 LOT SIZE 11545 SQ FT OR 15802-4447 1292 5 COC 22718-3458 09 2004 1
19	0821220020280	14475 NW 26 AVE	Opa-locka	33054-3121	OPA LOCKA CENTER PB 45-71 LOTS 7 TO 11 INC & W30FT OF LOTS 12 & 14 & LOT 15 LESS E90FT BLK 310 LOT SIZE 41282 SQUARE FEET OR 20145-2633 0102 5
20	0821220000120	2695 NW 141 ST	Opa-locka	33054-4051	22 52 41 .921 AC M/L BEG 357.15FTW & 1.17FT N OF SW COR BLK 314 PB 49-72 TH W 143.69FT S 64 DEG W125.3FT W35.88FT NELY AD 317.18FT S 53 DEG E150FT S122.1FT TO POB LOT SIZE 40119 SQ FT OR 19514-2630 0201 1
21	0821210072451	14126 NW 27 AVE	Opa-locka	33054-3655	OPA LOCKA PLAT #3 PB 31-14 TR B LESS S160.92FT & LESS E8FT FOR RD BLK 143 LOT SIZE 11346 SQ FT COC 21959-2270 12 2003 6
22	0821220040440	2600 ALI BABA AVE	Opa-locka	33054-3140	MAGNOLIA SUB 2ND ADDN PB 46-89 LOTS 45 TO 50 INC BLK 1 LOT SIZE 41426 SQUARE FEET OR 18074-1884 0498 5

23	0821220000410	2620 ALI BABA AVE	Opa-locka	33054-3643	22 52 41 .37 AC BEG 180FT SWLY OF SW COR LOT 50 BLK 1 2ND ADD TO MAGNOLIA SUB PER PB 46-89 CONT SWLY ALG N R/W/L S A L 133.34FT TO E R/W/L NW 27TH AVE N124.49FT TO PC NELY ARC DIS 27.63FT NELY117.94FT S 139.92FT TO POB LOT SIZE IRREGULAR OR 16987-0447 1095 4 COC 24310-3868 10 2005 5
24	0821220040380	2466 ALI BABA AVE	Opa-locka	33054-0000	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 39 BLK 1 LOT SIZE 6250 SQUARE FEET OR 14539-2234 0590 2 (8) COC 25957-3402 08 2007 4
25	0821210021420	14380 NW 27 AVE	Opa-locka	33054-0000	21 52 41 .06 AC PL NO 1 OPA LOCKA PB 25-44 LOT 20 BLK 8 & LOT 20-A BLK 8-A PER PB 46-76 LOT SIZE 25.000 X 109 OR 18441-1561 1298 2 (3)
26	0821220020460	2495 ALI BABA AVE	Opa-locka	33054-3109	OPA LOCKA CENTER PB 45-71 LOTS 5 TO 11 INC BLK 311 LOT SIZE 48998 SQUARE FEET
27	0821220040410	2490 ALI BABA AVE	Opa-locka	33054-3103	22 52 41 MAGNOLIA SUB 2ND ADDN PG 46-89 LOT 42 BLK 1 LOT SIZE 6250 SQ FT OR 19474-2161 0101 1
28	0821210021430	14380 NW 27 AVE	Opa-locka	33054-3664	21 52 41 .12 AC PL NO 1 OPA LOCKA PB 25-44 LOTS 21 & 22 BLK 8 & LOTS 21-A & 22-A BLK 8-A PER PB 46-76 LOT SIZE IRREGULAR OR 18441-1561 1298 2 (3)
29	0821210072446	1272 BURLINGTON ST	Opa-locka	33054-3619	21 52 41 .12 AC OPA LOCKA PLAT NO 3 PB 31-14 SWLY52FT OF NELY134.88FT TR A BLK 143 AKA LT 20 & PT OF 19 & 21 LOT SIZE 52.000 X 100 OR 21120-1929 0303 1 COC 25553-1941 04 2007 5
30	0821210072455	14120 NW 27 AVE	Opa-locka	33054-3655	21 52 41 .34 AC OPA LOCKA PLAT NO 3 PB 31-14 S160.92FT OF TR B LESS E8FT FOR RD BLK 143 LOT SIZE 160.920 X 92 OR 11641-1619 1282 5
31	0821220040420	2530 ALI BABA AVE	Opa-locka	33054-0000	22 52 41 MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 43 BLK 1 LOT SIZE 6250 SQUARE FEET 73R 232481

32	0821210072400	1251 Burlington St	Opa-locka	33054-0000	21 52 41 .03 AC OPA LOCKA PLAT NO 3 PB 31-14 W8.99FT OF E317.58FT AS MEAS ALG N/BDRY BLK 142 OR 15774-1300 0886 5
33	0821220040360	1416 10 CT	Lake Park, FL	33403	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 37 BLK 1 LOT SIZE 6250 SQUARE FEET OR 14539-2234 0590 2 (8) COC 25957-3402 08 2007 4
34	0821210021330	1360 SHARAZAD BLVD	Opa-locka	33054-0000	PL NO 1 OPA LOCKA PB 25-44 E20FT OF LOT 11 & LOTS 12 THRU 18 & LOTS 23 THRU 38 E20FT LOT 11-A & LOTS 12-A THRU 18-A & 23-A THRU 27-A & 36-A THRU 38-A BLK 8-A PER PB 46-76 LOT SIZE 66037 SQUARE FEET OR 19414-0263 1200 1 COC 22298-3600 04 2004 1
35	0821220020170	14410 NW 26 AVE	Opa-locka	33054-3139	OPA LOCKA CENTER PB 45-71 LOTS 8 & 9 BLK 309 LOT SIZE 19912 SQ FT OR 16127-0555 1193 1
36	0821220020340	2591 ALI BABA AVE	Opa-locka	33054-0000	OPA LOCKA CENTER PB 45-71 LOTS 12 & 14 LESS W30FT ALL LOT 13 & E90FT LOT 15 BLK 310 LOT SIZE 18721 SQ FT OR 20145-2703 0102 1
37	0821220000040	605 Suwannee St	Tallahassee, FL	32399	22 52 41 13.80 AC M/L 100FT S A L R/W ACROSS SEC DESC BEG 2656.19FTS OF NW COR OF SEC 22 FOR POB TH N 60 DEG E 2981.88FT S 02 DEG E 111.90FT S 60 DEG W 1706.46FT SELY AD 433.15FT N 29 DEG W 40.10FT S 60 DEG W 844.77FT N 02 DEG W 111.90FT TO POB & BEG NE COR OF SEC 22 TH S 02 DEG E 40.19FT SWLY AD 336.77FT S 60 DEG W 2656.73 FT N 02 DEG W 111.90FT N 60 DEG E 2606.53FT NELY AD 245.65FT N 87 DEG E 121.99FT TO POB
38	0821220000411	2620 ALI BABA AVE	Opa-locka	33054-3140	22 52 41 .58 AC BEG SW COR LOT 50 BLK 1 2ND ADD TO MAGNOLIA SUB PB 46-89 SWLY 180FT N139.92FT NELY180FT S139.84FT TO POB LOT SIZE 25200 SQUARE FEET OR 13934-3050 1288 1 COC 26031-2777 11 2007 5
39	0821220040390	1416 10 ct	Lake Park, FL	33403	MAGNOLIA SUB 2ND ADDN PB 46-89 LOT 40 BLK 1 LOT SIZE 6250 SQUARE FEET OR 14539-2234 0590 2 (8) COC 25957-3402 08 2007 4

TENTATIVE PLAT
OF
OPA-LOCKA SELF STORAGE

A PORTION OF SECTION 22, TOWNSHIP 52 SOUTH , RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: LEE JACKSON INC.
13850 NORTHWEST 27 AVENUE
OPA LOCKA, FLORIDA 33054
PHONE: 954-712-1011
EMAIL: GERALD.SEQUERIA@HERNANDEZGROUP.COM

LEGAL DESCRIPTION: (DEED)

A PORTION OF SECTION 22 TOWNSHIP 52 SOUTH RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF GRANTOR'S TRACKS AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE AS SHOW ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP; AS RECORDED IN PLAT BOOK 46, PAGE 62 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE FOR 55.96 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE FOR 145.47 FEET; THENCE NORTH 63°20'00" EAST ALONG A LINE PARALLEL WITH AND 180.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE AFORESAID CENTERLINE OF GRANTOR'S TRACKS FOR 567.31 FEET TO A POINT ON A CURVE, SAID SAID POINT BEARS NORTH 45°53'09" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 2,332.49 FEET AND A CENTRAL ANGLE OF 08°34'43", FOR AN ARC DISTANCE OF 349.23 FEET (SAID LAST MENTION COURSE COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-LINE OF STATE ROAD NO. 9 ACCORDING TO THE AFORESAID STATE OF FLORIDA ROAD DEPARTMENT RIGHT-OF-WAY MAP); THENCE NORTH 26°40'00" WEST FOR 40.10 FEET; THENCE SOUTH 63°20'00" WEST ALONG A LINE PARALLEL AND 50.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID CENTER LINE OF GRANTOR'S TRACKS FOR 844.77 FEET TO THE POINT OF BEGINNING,

SAID LANDS LYING AND BEING IN DADE COUNTY FLORIDA.

LEGAL DESCRIPTION: (SURVEYOR)

A PORTION OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CSX RAILROAD AND THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 27TH AVENUE (STATE ROAD NO. 817), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MONUMENTATION MAP OF STATE ROAD NO. 9, SECTION 87240, RECORDED IN PLAT BOOK 154, PAGE 14 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 60°57'52" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 839.77 FEET; THENCE SOUTH 29°02'08" EAST 40.13 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY FROM WHICH A RADIAL LINE BEARS SOUTH 39°40'23" EAST, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 AS SHOWN ON SAID RIGHT OF WAY MONUMENTATION MAP; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2332.49 FEET, A CENTRAL ANGLE OF 08°34'43", FOR AN ARC DISTANCE OF 349.23 FEET; THENCE SOUTH 60°57'52" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE LYING 130 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE SOUTH 60°57'52" WEST 567.97 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE NORTH 02°21'08" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 145.49 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, AND CONTAINING 96,747 SQUARE FEET (2.2210 ACRES), MORE OR LESS.

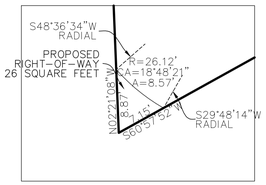
NOTES:

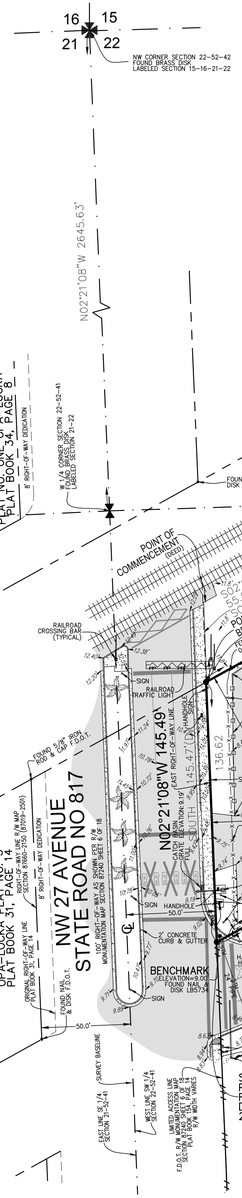
1. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ELEVATIONS ARE BASED ON NORTH GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCHMARK N-392; ELEVATION: 9.14 FEET.
3. FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12086C0136L; COMMUNITY #120657; MAP DATE: 09/11/09.
4. THIS SITE LIES IN SECTION 22, TOWNSHIP 52 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
5. GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE WEST LINE OF SECTION 22 BEING N02°21'08"W.
6. REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7. THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
8. THIS SITE CONTAINS NO CLEARLY IDENTIFIABLE PARKING SPACES.
9. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.
10. MIAMI-DADE COUNTY FLOOD CRITERIA: 5.5 FEET (NGVD) AS PER AMENDED PLAT OF FLOOD CRITERIA MAP, PLAT BOOK 120, PAGE 13, SHEET 2 OF 5.
11. ALL RECORDED DOCUMENTS ARE PER MIAMI-DADE COUNTY PUBLIC RECORDS.
12. THIS SITE IS COMMERCIAL ZONED FOR INDUSTRIAL LAND USE & ZONED AS B-3
13. THE SURVEYOR'S LEGAL WAS CREATED TO CORRECT CLOSURE ERRORS WITHIN ORIGINAL DEED.

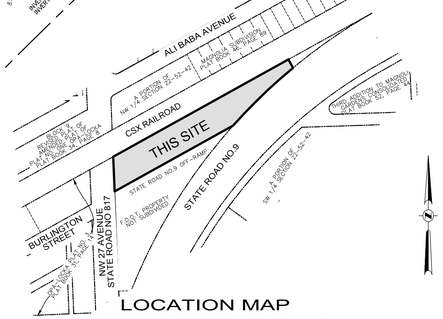
LEGEND & ABBREVIATIONS

	CONCRETE
	ASPHALT PAVEMENT
10.00	ELEVATION
OHW	OVERHEAD WIRES
STM	UNDERGROUND STORM SEWER LINE
LAL	LIMITED ACCESS LINE
℄	CENTERLINE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
(D)	DEEDED
R=	RADIUS
CA=	CENTRAL ANGLE
A=	ARC LENGTH
FPL	FLORIDA POWER & LIGHT COMPANY
LB	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
TP	TRAVERSE POINT (FOR FIELDINFORMATION ONLY)
R/W	RIGHT-OF-WAY
	PALM TREE
	TREE

DETAIL "A"
PROPOSED RIGHT-OF-WAY







LOCATION MAP
PORTION OF W 1/2 SECTION 22, TOWNSHIP
52 SOUTH, RANGE 41 EAST
SCALE: 1"=300'

0' 40' 80' 120'
GRAPHIC SCALE
1"=40'

CONTACT PERSON INFORMATION
PULICE LAND SURVEYORS INC. – JANE STORMS
TELEPHONE NUMBER: 954-572-1777
FAX NUMBER: 954-572-1778
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM

DEVELOPMENT INFORMATION	
	PROPOSED USE
TRACT A	146,800 SQUARE FEET OF SELF-STORAGE

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

John F Pulice

Digitally signed by John F Pulice
Date: 2023.01.26 11:16:50 -05'00'

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

NO.	REVISIONS	BY
6		
5		
4		
3		
2		
1		

OPA-LOCKA SELF STORAGE
14301 NW 27TH AVENUE,
OPA-LOCKA, FLORIDA 33054-3643
(CITY OF OPA-LOCKA, MIAMI-DADE COUNTY)

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: R.V.	SCALE: 1" = 40'	CLIENT: HERNANDEZ DEVELOPMENT
CHECKED BY: J.F.P.	SURVEY DATE: 12-6-22	ORDER NO: 70707



3/A30 *LOCATION MAP*

SEABOARD AIR LINE RAILROAD 100 FOOT RIGHT OF WAY AS PER PLAT BOOK 46 PAGE 62 OF THE PUBLIC RECORDS OF DADE COUNTY FLORIDA

BRAZILIAN PEPPER

RAILROAD TRACKS

PROPOSED LIMITED ACCESS STORAGE

4 STORIES
146,800 S.F

N 26°40'00" W 40.10' P
N 26°59'06" W 39.84' M

FND IRC L84 5737 0.58 EAST 0.24 NORTH

FND IRC L84 5737 0.51 EAST 0.20 NORTH

R= 2,332.49'
Δ= 08°34'43"
A= 349.23'

S 63°20'00" W 844.77' P 839.15' C

S 63°20'52" W 839.55' M

N 63°20'00" E 567.31' P
N 63°21'09" E 567.26' M

N 45°53'09" W 567.31' RAD

S 00°00'00" W 55.96'

N 00°00'00" W 145.47' P
N 00°05'11" W 145.64' M

NW. 27TH AVE.

N. BURLINGTON ST.

STATE ROAD 9 RIGHT OF WAY VARIES AS PER PLAT BOOK 46 PAGE 62 OF THE PUBLIC RECORDS OF DADE COUNTY FLORIDA

STATE ROAD 9 RIGHT OF WAY VARIES AS PER PLAT BOOK 46 PAGE 62 OF THE PUBLIC RECORDS OF DADE COUNTY FLORIDA

LOADING / UNLOADING

DUMPSTER ENCLOSURE

OFFICE

CONC. SIDEWALK

LANDSCAPE

MAILBOX

MONUMENT SIGN UNDER SEPARATE PERMIT

1 STORY BUILDING F.F.E.= 11.48

BLDG. SETBACK

SIGHT VISIBILITY TRIANGLE

FND PK NAIL & DISC NO ID

FND NAIL & DISC NO ID 0.17 NORTH 0.22 WEST

GRAPHIC SCALE
30 0 15 30 60
(in feet)
1 inch=30 ft

1/A30 *SITE PLAN* 1"=30'-0"

NORTH

LEGAL DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 52 SOUTH RANGE 41 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE CENTER LINE OF GRANTOR'S TRACKS AND THE EASTERLY RIGHT OF WAY LINE OF NORTHWEST 27TH AVENUE AS SHOWN ON STATE OF FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP, AS RECORDED IN PLAT BOOK 46 AT PAGE 62 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTHWEST 27TH AVENUE FOR 55.96 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN AFTER DESCRIBED; THENCE CONTINUE SOUTH ALONG SAID EASTERLY RIGHT OF WAY LINE OF NORTHWEST 27TH AVENUE FOR 145.47 FEET; THENCE N 63°20'00" E ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE AFORESAID CENTER LINE OF GRANTOR'S TRACKS FOR 567.31 FEET TO A POINT ON A CURVE, SAID POINT BEARS N 45°53'09" W FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 2,332.49 FEET AND A CENTRAL ANGLE OF 08°34'43", FOR AN DISTANCE OF 349.23 FEET, SAID LAST MENTIONED COARSE BEING COINCIDENT WITH THE NORTHWESTERLY RIGHT OF WAY LINES OF STATE ROAD NO. 9 ACCORDING TO THE AFORESAID STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP); THENCE N 26°40'00" W FOR 40.10 FEET; THENCE S 63°20'00" W ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID CENTER LINE OF GRANTOR'S TRACKS FOR 844.77 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN DADE COUNTY, FLORIDA.

4/A30 *LEGAL DESCRIPTION*

BUILDING DATA

SELF-STORAGE BUILDING (4-STORIES)		
GROUND FLOOR	STORAGE:	35,800 S.F.
SECOND FLOOR	STORAGE:	35,800 S.F.
THIRD FLOOR	STORAGE:	37,600 S.F.
FOURTH FLOOR	STORAGE:	37,600 S.F.
TOTAL GROSS AREA		146,800 S.F.

SITE DATA

ZONING	B-3		
LAND USE	STORAGE		
LOT AREA NET	96,655.56 S.F. (2.219 ACRES)		
		REQUIRED	PROPOSED
F.A.R. (MAX %)		3.0	1.52
DESCRIPTION	S.F. AREA		
NET SITE AREA 100 %	96,655.56 S.F.		
MAX IMPERVIOUS	77,324.45 S.F.	80 %	79 %
SETBACKS			
FRONT		15'-0"	62'-6"
SIDE INTERIOR		0'-0"	5'-0"
SIDE CORNER		15'-0"	28'-1"
REAR		15'-0"	214'-8"
MAX HEIGHT (TOP OF ROOF)	6 STORIES	65'-0"	47'-6"
PARKING REQUIREMENTS			
STORAGE 1 SP/2,500 SF		59	
REGULAR SIZE SPACES (10'-0" X 20'-0")			41
COMPACT SIZE SPACES (8'-0" X 17'-0")			18
TOTAL PARKING SPACES		59	59

2/A30 *BUILDING & SITE DATA*

KENNETH R. CARLSON – ARCHITECT, P.A.
1166 W. NEWPORT CENTER DR., SUITE 311 AA C001818
DEERFIELD BEACH, FLORIDA 33442
PH. (954) 427 - 8848 FAX (954) 427 - 9329
e-mail: kenc@kencarlson.com

OPA-LOCKA SELF STORAGE
14301 NW 27th AVE
OPA-LOCKA, FLORIDA, 33054

Revisions:

DRAWN BY: FS
CHECKED BY: KRC
DATE: 09/10/2022
SCALE: AS NOTED
PROJECT #: 21030
CAD DWG FILE: A3.0

KENNETH R. CARLSON
AR12546

SHEET OF
A3.0
PAGE OF

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, SF Investment Properties, LLC c/o Star Paving Corporation intends to construct a 4,393 square foot warehouse building with 1,607 square foot office area with required parking and landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for final site plan review to construct this warehouse building in the Industrial Planned zoning district (I-2); and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of SF Investment Properties, LLC c/o Star Paving Corporation 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 has considered the application for site plan approval at a public meeting on May 7, 2024 and recommended approval / denial of the Final Site Plan as required for this use in the I-2 zoning district; and

WHEREAS, the City Commission for the City of Opa-Locka reviewed the recommendation from the Planning & Zoning Board; and

WHEREAS, a public hearing was held for the City Commission to consider the site plan application attached hereto and provided herein as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR 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 Application. The City Commission for the City of Opa-Locka, Florida hereby approves / denies the Final Sute Plan for the construction of a warehouse and office building with appropriate parking spaces and landscaping in accordance with the City of Opa-Locka's Land Development regulations on the property located at approximately NW 148 Street and NW 24 Court and identified by folio 08-2122-025-0501 in the I-2 Zoning District. A copy of the Site Plan is attached hereto as Exhibit "A".

Section 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager 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 _____, 2024.

_____
John H. 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	_____
Commissioner Kelley	_____
Commissioner Bass	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

DocuSign Envelope ID: 9501D4F7-77D7-457B-AE79-F71E40913316

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by: Gregory Gay DCFBED63852C45C...	
City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: D. E. Williams C46C07C1E6DE492...	
Commission Meeting Date:	June 12, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**
					X	
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**			
		X				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:** Planning & Community Development		City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT AND ALSO WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The subject property is currently owned by SF Investment Properties, LLC, and is approximately a 26,000 square feet undeveloped property site according to Miami-Dade County Property Appraiser's website. This property is located approximately at NW 148th Street and NW 24th Court and the site is identified by folio 08-2122-025-0501. This site has been used for the current paving & construction company use, in violation of City Code and the Business Owner is resolving all non-compliance issues through submittal of the site plan and development agreement which is required before a business license and certificate of use can be approved on an undeveloped property site. This property is

DocuSign Envelope ID: 9501D4F7-77D7-457B-AE79-F71E40913316

zoned Industrial Planned District (I-2) and is also within the Innovation District, and this business operation is permitted in this zoning district. Access to this property, to enter and to leave this site will be through NW 24th Court. The owner, as shown in the site plan, intends to develop an office and warehouse building and provide 20 parking spaces and 1,865 square feet of landscaped open space. This operation is compatible to the surrounding industrial uses. This request was presented to the Planning & Zoning Board at a public hearing on May 7, 2024, and the PZAB recommended approval of both requests.

Financial Impact: With the construction of new commercial property, the City will realize additional future revenue for Ad Valorem Taxes, Stormwater Assessment, Hydrant Assessment, Permit Fees, Impact Fees, and License fees. In addition, the City will be providing the Utility services to the property. There are no known expenses associated with this resolution at this time.

Proposed Action:

Planning and Community Development staff recommends approval of this site plan review legislation.

Attachment:

Draft Resolution
Site Plan Review Application Package
PZAB Meeting Minutes

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2023-2024

TOTAL FEES: $ 1,400.00/ea **New Fees as of October 1, 2015**

FY 2023-2024 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 3, 2023	August 18, 2023
November 7, 2023	September 15, 2023
December 5, 2023	October 13, 2023
January 2, 2024	November 17, 2023
February 6, 2024	December 15, 2023
March 5, 2024	January 12, 2024
April 2, 2024	February 16, 2024
May 7, 2024	March 15, 2024
June 4, 2024	April 12, 2024
July 2, 2024	May 17, 2024
August 6, 2024	June 14, 2024
September 3, 2024	July 19, 2024

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1503
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: SF Investment Properties, LLC

PROPERTY OWNER'S ADDRESS: 2841 SW 142 Ave Miami, FL 33175
Number/Street City State/Zip Code

APPLICANT'S NAME: SF Investment Properties, LLC

APPLICANT'S ADDRESS: 2841 SW 142 Ave Miami, FL 33175
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-986-0067 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: _____
Number/Street

TAX FOLIO NUMBER: 08-2122-025-0501 PRESENT ZONING: I-2 Industrial Planned

LEGAL DESCRIPTION: 22 52 41 Opa locka Industrial Pk PB 77-73 Part of lot 7 Desc. BEG SE Corner OF Lot 7th N 01 DEG W 130ft S 88 DEG W 200 Ft S 01 DEG E 130 Ft N 88

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
X Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

_____

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

✓ Completed application form

✓ Application fee payable to the City of Opa-locka by check, cashier's check or money order

_____ Copy of property owner's and/or applicant's photo not including a driver's license also provide 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 (two copies size 36 x 24 inches & 13 copies 11 x 17 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; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original 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, Abel T. mendez, 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

2/1/24
Date

Sworn to and subscribed before me:

This 02 day of February, 2024

Notary Public
Attach copy of identification

My commission expires _____

MILDREY ESPINOSA
MY COMMISSION # HH 191226
EXPIRES: February 24, 2026
Bonded Thru Notary Public Underwriters

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(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, cashier's check or money order

_____Copy of property owner's and/or applicant's photo not including a driver's license also provide 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 (two copies size 36 x 24 inches & 13 copies 11 x 17 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; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original 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, Luci M Batista, 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.

Luci M Batista
Signature

2-1-24
Date

Sworn to and subscribed before me:

This 01 day of February 2024

Notary Public
Attach copy of identification

My commission expires

MILDREY ESPINOSA
MY COMMISSION # HH 191226
EXPIRES: February 24, 2026
Bonded Thru Notary Public Underwriters

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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 _____,_____

_____ My commission expires:_____
Notary Public

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

N/A

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS:_____

LEGAL DESCRIPTION:_____

_____

_____

_____

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____PHONE:_____

ADDRESS (If different): _____

_____

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
SF INVESTMENT PROPERTIES,LLC

Filing Information

Document Number	L21000441801
FEI/EIN Number	APPLIED FOR
Date Filed	10/08/2021
Effective Date	10/01/2021
State	FL
Status	ACTIVE

Principal Address

2841 SW 142ND AVE
MIAMI, FL 33175 UN

Mailing Address

2841 SW 142ND AVE
MIAMI, FL 33175 UN

Registered Agent Name & Address

MENDEZ, ABEL T
2135 SW 98 AVE
MIAMI, FL 33165

Authorized Person(s) Detail

Name & Address

Title AMBR

BATISTA, LUICI M
2841 SW 142ND AVE
MIAMI, FL 33175 UN

Title Authorized Member

Mendez, Abel T
2841 SW 142ND AVE
MIAMI 33175 UN

Annual Reports

Report Year	Filed Date

2022	02/15/2022
2023	05/12/2023

Document Images

05/12/2023 -- ANNUAL REPORT	View image in PDF format
02/15/2022 -- ANNUAL REPORT	View image in PDF format
10/08/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

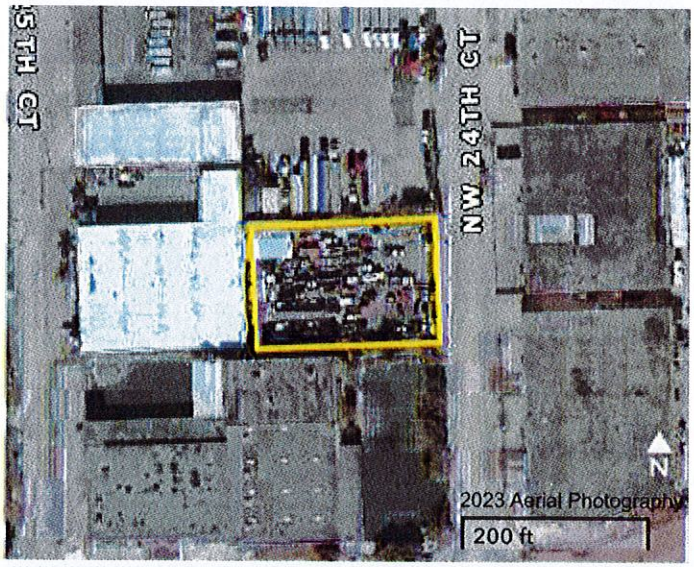
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/23/2024

PROPERTY INFORMATION

Folio	08-2122-025-0501
Property Address	0 , FL
Owner	SF INVESTMENT PROPERTIES LLC
Mailing Address	2841 SW 142 AVE MIAMI, FL 33175
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4066 VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING
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	26,000 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$624,000	$416,000	$416,000
Building Value	$0	$0	$0
Extra Feature Value	$1,505	$1,523	$1,540
Market Value	$625,505	$417,523	$417,540
Assessed Value	$625,505	$229,691	$208,810

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction		$187,832	$208,730

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

22 52 41

OPA LOCKA INDUSTRIAL PK PB 77-73

PORT OF LOT 7 DESC BEG SE COR OF

LOT 7 TH N 01 DEG W 130FT S 88

DEG W 200FT S 01 DEG E 130FT N 88

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$625,505	$229,691	$208,810
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$625,505	$417,523	$417,540
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$625,505	$229,691	$208,810
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$625,505	$229,691	$208,810

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
02/16/2022	$755,000	33073-1667	Qual by exam of deed
02/14/2022	$100	33073-1665	Corrective, tax or QCD; min consideration
11/01/2007	$370,000	26324-3141	Sales which are qualified
09/01/2004	$1,475,000	22684-4067	Deeds that include more than one parcel

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14735 NW 35 Court OPA-LOCKA FL 33054

LEGAL DESCRIPTION: 22 52 41 Opa Locka Industrial PK PB 77-73
LOT 4 BLK 6
LOT SIZE 40000 Square Feet
OR 20504-1147 0602 4

I SUPPORT THIS DEVELOPMENT REQUEST YES

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Rolando Fowell PHONE: 305 687 1677

ADDRESS (If different): 640 NE 211 ST Miami, Fl 33179

Signature

R

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

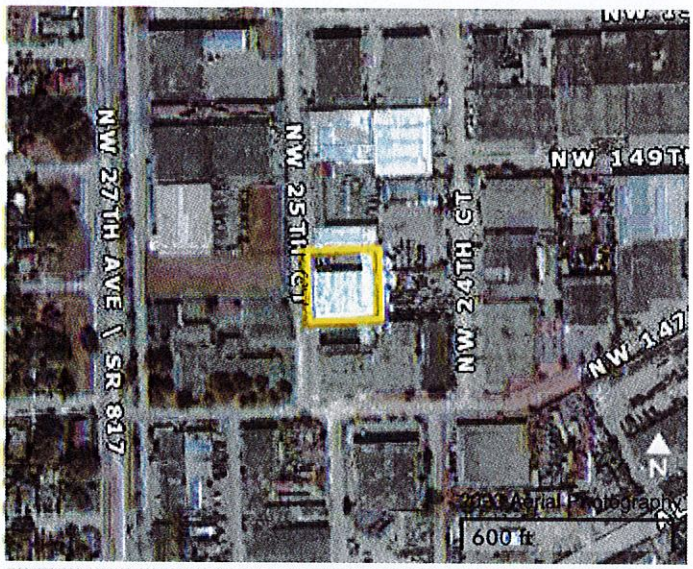
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/31/2024

PROPERTY INFORMATION

Folio	08-2122-025-0470
Property Address	14735 NW 25 CT OPA-LOCKA, FL 33054-3115
Owner	FIVF III FL1 LLC
Mailing Address	5 MARINE VIEW PLAZA STE 402 HOBOKEN, NJ 07030
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	25,327 Sq.Ft
Living Area	25,327 Sq.Ft
Adjusted Area	24,644 Sq.Ft
Lot Size	40,000 Sq.Ft
Year Built	Multiple (See Building Info.)



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$870,000	$640,000	$640,000
Building Value	$2,020,000	$1,473,000	$1,186,000
Extra Feature Value	$0	$0	$0
Market Value	$2,890,000	$2,113,000	$1,826,000
Assessed Value	$2,890,000	$1,284,739	$1,167,945

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction		$828,261	$658,055

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

22 52 41

OPA LOCKA INDUSTRIAL PK PB 77-73

LOT 4 BLK 6

LOT SIZE 40000 SQUARE FEET

OR 20504-1147 0602 4

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$2,890,000	$1,284,739	$1,167,945
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$2,890,000	$2,113,000	$1,826,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$2,890,000	$1,284,739	$1,167,945
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$2,890,000	$1,284,739	$1,167,945

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
05/06/2022	$3,400,000	33181-4306	Qual by exam of deed
06/01/2002	$0	20504-1147	Sales which are disqualified as a result of examination of the deed
02/01/1999	$525,000	18493-3360	Sales which are qualified

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Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14785 NW 24th ct Opa locka FL 33054

LEGAL DESCRIPTION: Cohen - Agbr subdivision PB ~~152-23~~ 86-73
Lot 2 Blk 1
Lot size 49800 Square Feet
OR 25447-1867/25842-4863 0307 4

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Tzvi Shalter PHONE: 973 223-3847

ADDRESS (If different): 7390 NW 21st St Pembroke Pines, FL 33024

Signature

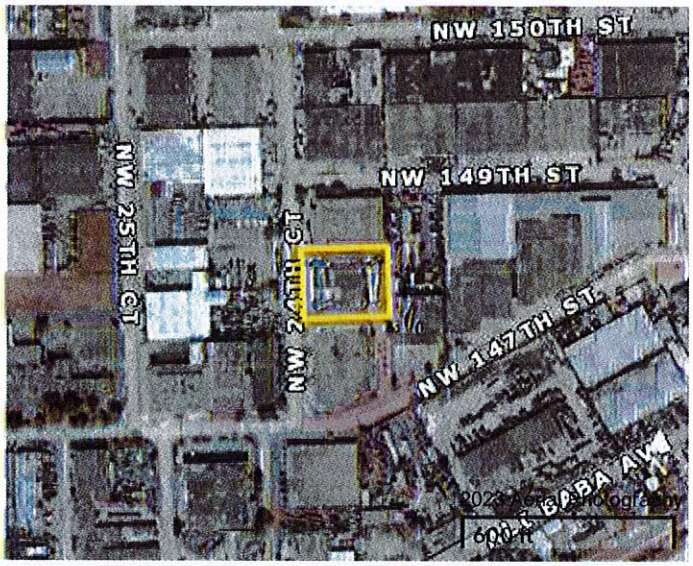
Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Summary Report

Generated On: 01/31/2024

PROPERTY INFORMATION

Folio	08-2122-027-0020
Property Address	14785 NW 24 CT OPA-LOCKA, FL 33054-3107
Owner	14785 NW 24TH CT LLC
Mailing Address	14785 NW 24 CT OPA LOCKA, FL 33054
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	26,834 Sq.Ft
Living Area	26,834 Sq.Ft
Adjusted Area	26,499 Sq.Ft
Lot Size	49,800 Sq.Ft
Year Built	1969



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$1,195,200	$796,800	$796,800
Building Value	$2,021,800	$1,475,200	$865,000
Extra Feature Value	$0	$0	$0
Market Value	$3,217,000	$2,272,000	$1,661,800
Assessed Value	$2,010,778	$1,827,980	$1,661,800

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$1,206,222	$444,020	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

COHEN-AGER SUBDIVISION PB 86-73

LOT 2 BLK 1

LOT SIZE 49800 SQUARE FEET

OR 25447-1867/25842-4863 0307 4

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$2,010,778	$1,827,980	$1,661,800
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$3,217,000	$2,272,000	$1,661,800
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$2,010,778	$1,827,980	$1,661,800
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$2,010,778	$1,827,980	$1,661,800

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
08/27/2019	$1,890,000	31594-3859	Qual by exam of deed
08/01/2007	$0	25842-4863	Sales which are disqualified as a result of examination of the deed

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Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14800 NW 24 CT

LEGAL DESCRIPTION: 22-5241
OPA LOCKA INDUSTRIAL PK PB 77-73
LOT 7 LESS BEG SE COR OF LOT 7
TH N 01 DEG W 130 FT S 88 DEG W
200 FT S 01 DEG E 130 FT N 88 DEG E

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Javier Jimenez PHONE: _____

ADDRESS (If different): 14851 SW 16 ST Miami, Fl 33175

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

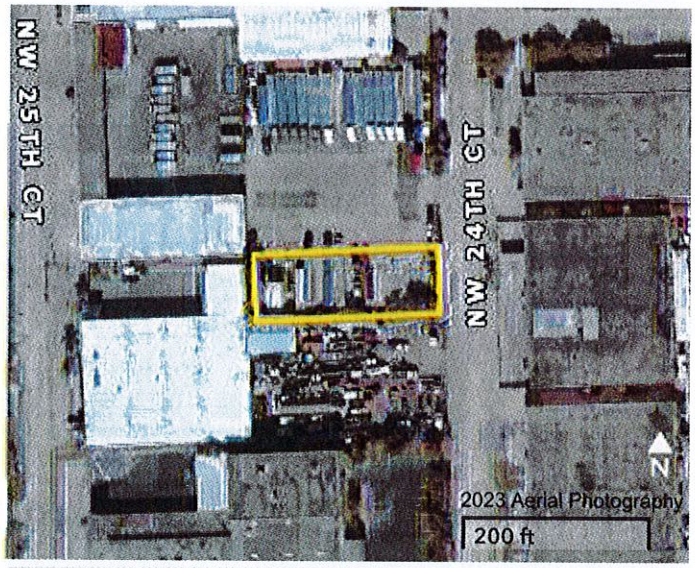
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/29/2024

PROPERTY INFORMATION

Folio	08-2122-025-0500
Property Address	14800 NW 24 CT OPA-LOCKA, FL 33054-0000
Owner	LDM FLORIDA LLC
Mailing Address	520 SE 5 AVE #2512 FORT LAUDERDALE, FL 33301
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4066 VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING
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	14,000 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$336,000	$224,000	$224,000
Building Value	$0	$0	$0
Extra Feature Value	$1,324	$1,340	$1,355
Market Value	$337,324	$225,340	$225,355
Assessed Value	$247,874	$225,340	$204,635

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$89,450		$20,720

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

22 52 41

OPA LOCKA INDUSTRIAL PK PB 77-73

LOT 7 LESS BEG SE COR OF LOT 7

TH N 01 DEG W 130FT S 88 DEG W

200FT S 01 DEG E 130FT N 88 DEG E

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$247,874	$225,340	$204,635
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$337,324	$225,340	$225,355
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$247,874	$225,340	$204,635
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$247,874	$225,340	$204,635

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
12/07/2021	$100	32907-3067	Corrective, tax or QCD; min consideration
02/26/2021	$1,160,000	32387-1381	Qual on DOS, multi-parcel sale
01/11/2017	$800,000	30385-4183	Qual on DOS, multi-parcel sale
06/03/2016	$550,000	30114-1652	Qual on DOS, multi-parcel sale

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Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14715 NW 24 CT

LEGAL DESCRIPTION: COHEN - AGER SUBDIVISION PB 86-73
LOT 3 BLK 1
LOT SIZE 59961 SQUARE FEET

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: BOAZ SHWARZ PHONE: 3058791008

ADDRESS (If different): _____

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

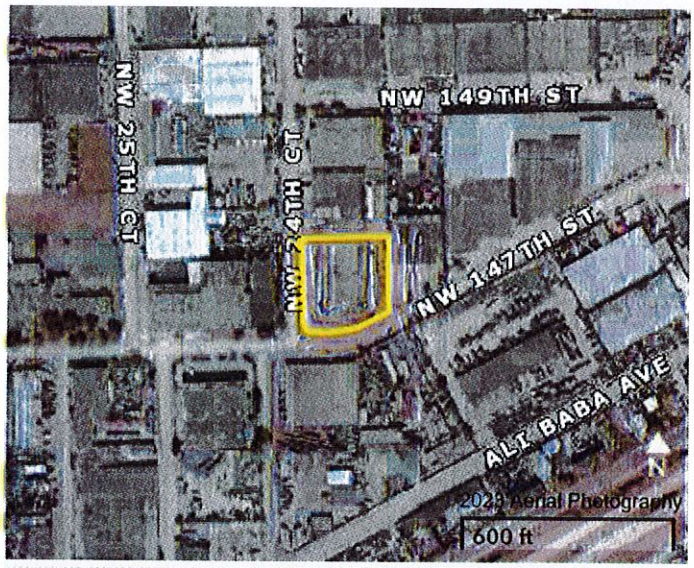
OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 01/29/2024

PROPERTY INFORMATION

Folio	08-2122-027-0030
Property Address	14715 NW 24 CT OPA-LOCKA, FL 33054-3107
Owner	14715 NW 24TH CT LLC
Mailing Address	14715 NW 24 CT OPA LOCKA, FL 33054
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4236 HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	33,555 Sq.Ft
Living Area	33,555 Sq.Ft
Adjusted Area	33,243 Sq.Ft
Lot Size	59,961 Sq.Ft
Year Built	Multiple (See Building Info.)



ASSESSMENT INFORMATION

Year	2023	2022	2021
Land Value	$1,151,251	$959,376	$959,376
Building Value	$1,695,432	$1,339,927	$868,989
Extra Feature Value	$0	$0	$0
Market Value	$2,846,683	$2,299,303	$1,828,365
Assessed Value	$2,116,290	$1,923,900	$1,749,000

BENEFITS INFORMATION

Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	$730,393	$375,403	$79,365

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

COHEN-AGER SUBDIVISION PB 86-73

LOT 3 BLK 1

LOT SIZE 59961 SQUARE FEET

TAXABLE VALUE INFORMATION

Year	2023	2022	2021
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$2,116,290	$1,923,900	$1,749,000
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$2,846,683	$2,299,303	$1,828,365
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$2,116,290	$1,923,900	$1,749,000
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$2,116,290	$1,923,900	$1,749,000

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
01/31/2017	$1,925,000	30405-1606	Qual by exam of deed
03/30/2015	$0	29564-3028	Corrective, tax or QCD; min consideration
03/30/2015	$1,550,000	29564-3024	Qual by exam of deed
10/28/2010	$100	27496-0582	Corrective, tax or QCD; min consideration

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

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MAY 7, 2024, 7:00 P.M.

CALL TO ORDER

Board Member Audrey Dominguez called the Planning and Zoning Board meeting to order at 7:40 p.m. on May 7, 2024.

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.

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germane Barnes, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Chair Elio Guerrero and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Pettis, and City Manager Darvin Williams.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – March 19, 2024**

Motion made by Board Member Mata, seconded by Board Member Barnes, to approve the meeting from March 19, 2024. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND**

DEVELOPMENT REGULATION ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Kenneth Ottley, Chief of Police for Opa-locka, introduced Lieutenant Commander Kaj Larsen, who serves the southern region of the Florida State Guard. This unit was commissioned in 2024 as a stand-alone component of the National Guard, and its special operations company supports law enforcement missions in Florida using combat experience. He is one of the founders of the proposed project, which is known as the Armory.

Lt. Comm. Larsen advised that there are currently no nearby training facilities to help veterans and law enforcement with some types of training. A facility such as the Armory would help the Guard more effectively assist law enforcement. It also helps the Florida State Guard amplify some of their philanthropic efforts in the local community.

The Armory would serve as the headquarters of the Southern Division of the Special Missions Unit of the Guard, as well as providing a home for the Guard's other community causes. He concluded that tonight's Application is the first step toward changing policy language and allowing the Armory project to move forward.

Wes Hevia, representing the Armory, showed slides of what the project will entail, which includes an advanced shooting range, advanced simulators, locker rooms, virtual trainers, and tactical rooms which allow for a range of training scenarios. The purpose of today's Application is to create a use within Code. The Armory will come back at a later time with a site-specific application including a floor plan and providing more details on the controls within the proposed facility.

It was asked whether the facility would be open to the public or restricted to law enforcement. Chief Ottley replied that the project will be a members-only multi-use law enforcement facility.

Planning and Community Development Director Gregory Gay advised that this Item specifically addresses legislation that would allow the requested use. The use is not currently allowed within City Code.

Zoning Official Gerald Lee stated that the City's current land development regulations currently do not allow this type of operation within Opa-locka. If Code is amended to

permit shooting ranges and armories, the best location for that use would be within the I-3 zoning district. The proposed legislation is consistent with Florida Senate Bill (SB) 45, as well as certain other areas of Florida Statutes which address gun regulations and safety.

The proposed amendment would be included in City Zoning Code Section 22-142. Zoning Official Lee noted that an entire section of the Ordinance, which is included in the Board members' backup materials, would be added to Zoning Code. It would provide for distance requirements from other uses, as well as requirements for sound absorption, protections, parking, environmental considerations, and land use.

Once the Ordinance is passed, any entity wishing to establish the proposed use would have to go through conditional use review. This means they would have to come back before the Planning and Zoning Board (PZB) to request approval, based on the standards provided at today's meeting. Staff recommends approval of the Application.

A question was asked regarding current zoning. Zoning Official Lee replied that Staff has recommended allowing the proposed use in the I-3 zoning district. Director Gay further clarified that the I-3 zoning district is located in the western portion of the City, near the airport.

Board Attorney Pam Pettis noted corrections which will need to be made to the proposed Ordinance before it advances to the City Commission, and any motions of approval should be made with the corrections as stated:

- Typographical errors in the title
- Portion of Section 12 referring to the effective date for the Resolution should be deleted, as it is not a Resolution but an Ordinance
- Section directing the City Clerk to provide a copy to all relevant departments, agencies, and interested parties should be deleted, as it is not applicable

Motion made by Board Member Barnes, seconded by Board Member Mata, to adopt the amendment in Item 1 to create a new definition for indoor shooting ranges, dependent upon the alteration as described by the City Attorney within the document. In a roll call vote, the **motion** passed unanimously (4-0).

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

At this time the public hearing was opened.

Jane Storms, representing the Applicant, advised that the plat has been submitted following Site Plan approval, which occurred in 2023.

Zoning Official Lee stated that this Item is the last step in the approval process for a project that previously received Site Plan and Development Agreement approval. It is for self-storage use on 27th Avenue, bordering State Road (SR) 9. Demolition on the site is expected soon.

Part of the development process is a tentative plat, as required by Miami-Dade County. The Applicant requests approval from the PZB, to be followed by approval from the City Commission. The tentative plat will be brought back following County review and a final plat will be prepared.

It was noted that the Board voted on the Item in 2023 and it was subsequently passed by the City Commission. Zoning Official Lee explained that in 2023, the Applicant received Site Plan and Development Agreement approval; however, Miami-Dade County's development standards include a platting process. This is related to review of the surveyor's final determination of points of ingress/egress, the allocation of property edges, and what will be part of the actual site. Following the County's platting process, all improvements that are planned for the subject property are recorded.

Director Gay further clarified that what the Board previously approved was the project that will be built on the site as well as its Development Agreement. Miami-Dade County has additional requirements for modifications, including pre-platting. The Applicant is already going through the permitting process for the site. He reiterated that the County, not the City, requires the site to go through the tentative platting process to ensure the site is properly sound and can be developed.

It was also asked why the Application information in the Board members' backup materials include a different address. Zoning Official Lee replied that this was an error, and the correct property address is 14301 NW 27th Avenue. It was noted that a motion will be required to address this mistake before the Board votes on the Item.

Attorney Pettis advised that the Board's motion should change the address listed in the first "Whereas" clause to the correct address, 14301 NW 27th Avenue. She confirmed that this change will be made before the Application advances to the Commission.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 2, provided that the address be updated per the document to the correct address of 14301 NW 27th Avenue. In a roll call vote, the **motion** passed unanimously (4-0).

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE**

CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Lucy Batista, property owner, requested approval for the project's Site Plan and Development Agreement. The proposal is for construction of an office/warehouse for a paving company.

Zoning Official Lee advised that the request is for final Site Plan approval for an office and warehouse. The Applicant owns the subject property, which has never been developed. The Site Plan follows the City's land development regulations and provides parking, landscaping, and lot coverage. Staff recommends approval of the request.

Zoning Official Lee continued that the property is currently being used by its owner, but the owner did not have the appropriate approvals from the City for Site Plan review. They are now complying with the City's requirements.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 3. In a roll call vote, the **motion** passed unanimously (4-0).

4. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay advised that this Application also applies to the property discussed in Item 3. It is the Development Agreement for the subject site. Because the project is new construction, certain aspects of that agreement are required, including construction timelines and opportunities for hiring local residents. The Applicant has followed the required processes for the Development Agreement. Staff recommends approval of the Application.

Board Member Barnes asked if Development Agreements are ever updated by Staff to reflect components such as adequate shading and tree coverage. Zoning Official Lee explained that Development Agreements are based on the City's land development regulations.

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve Item 4. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT

The meeting was adjourned at 8:19 p.m.

PLANNING & ZONING BOARD

MAY 7TH,

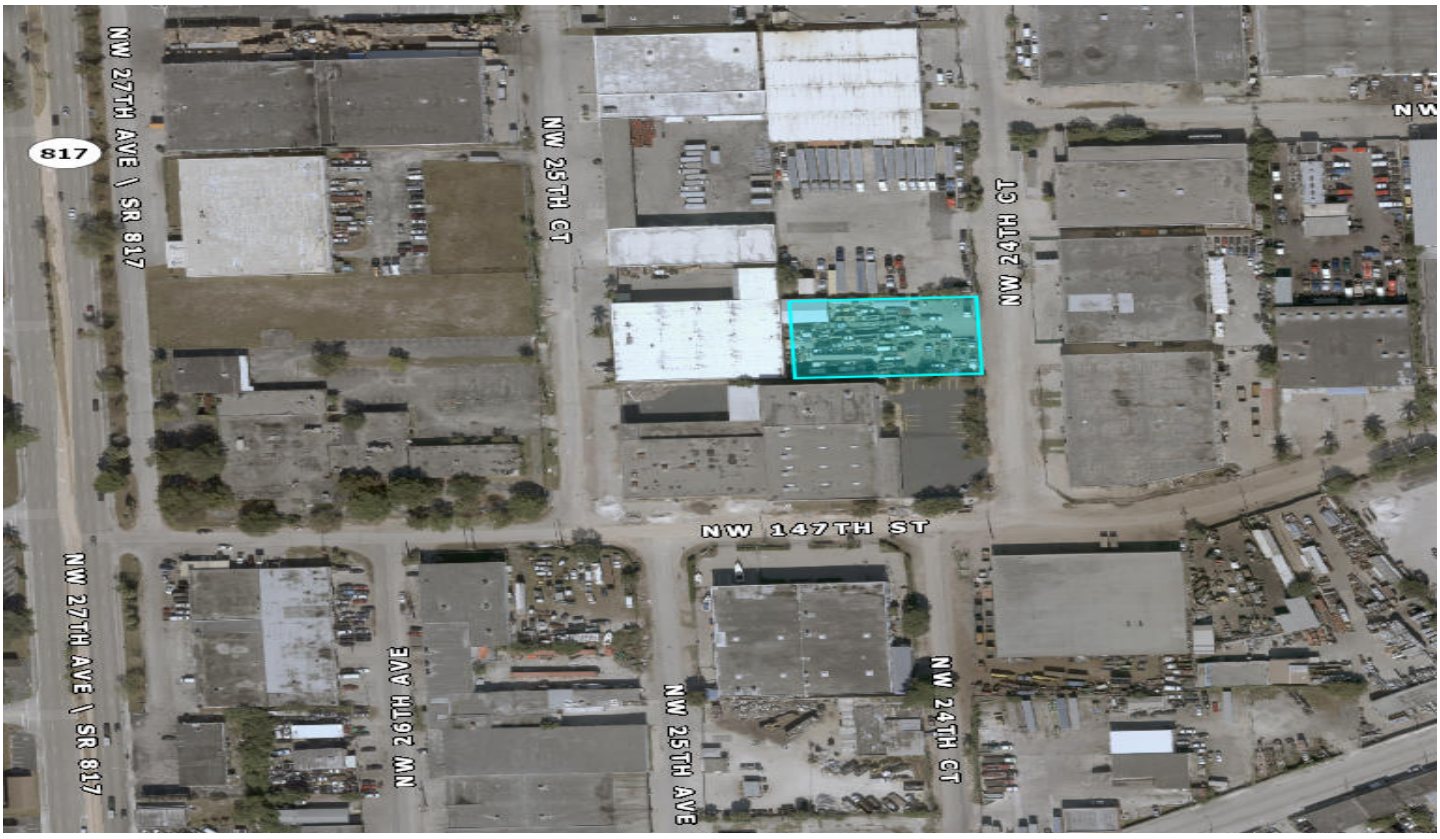
2024

CONSTRUCTION/OPERATION: Site Plan

Staff Report

APPLICANT'S REQUEST:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24 COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

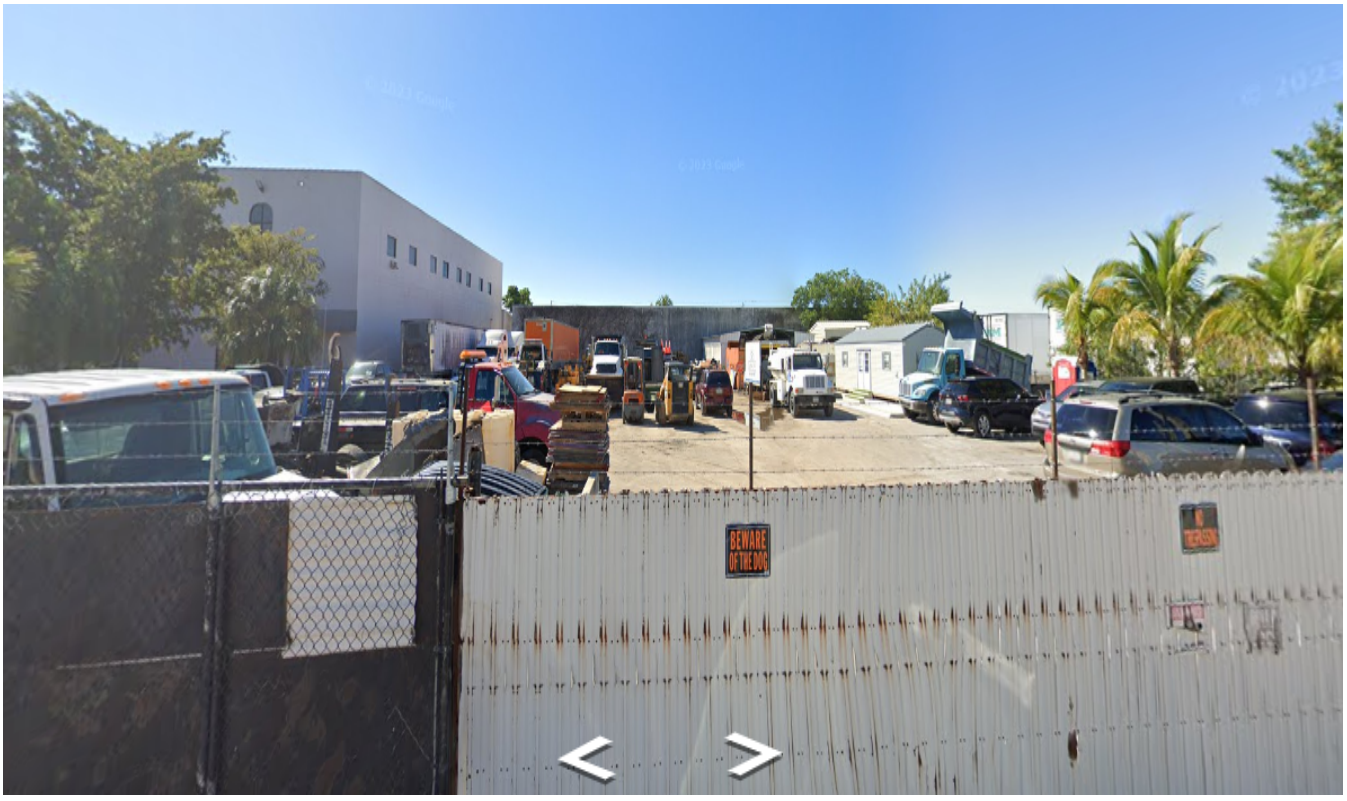
- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

22 52 41
OPA LOCKA INDUSTRIAL PK PB 77-73
PORT OF LOT 7 DESC BEG SE COR OF
LOT 7 TH N 01 DEG W 130FT S 88
DEG W 200FT S 01 DEG E 130FT N 88
DEG E 200FT TO POB BLK 6
LOT SIZE 26000 SQ FT
OR 17719-4591 0797 2 (2)
COC 26324-3141 11 2007 1

- The subject property is currently owned by SF Investment Properties, LLC., according to the Miami-Dade County Property appraiser's website. The subject Property was used for the construction operation and storage of company and employee vehicles for this business. This operation was being carried out without licensure and approvals from the City or Miami Dade County. This parcel has never been developed and is classified as a vacant lot and is identified by its folio number, 08-2122-025-0501. This parcel is zoned Industrial Planned (I-2 Zoning District) and is approximately 26,000 square feet and ingress and egress is through NW 24th Court.

- The property owner proposes to develop this parcel through site plan and development agreement review to build a 1,607 square foot warehouse/office space, provide parking and landscaping in accordance with the City's Land Development Regulations to legalize the paving and construction company business at this location.

- The owner/applicant has submitted the following application requests: (1) Final Site Plan; (2) Development.



Google Street View, dated: 2024.

SOUTH **NW 24TH COURT** **NORTH**

II. Project Details

- **Applicant's intent**

The applicant intends to develop and improve the property for an industrial use that incorporates the 1,607 square foot office / warehouse space, provides the required parking spaces for this business and provides landscaping in accordance with the Land Development Regulations.

The City of Opa-locka's Comprehensive Plan, Future Land Use Plan map provides that the property has a land use designation of "Industrial" which allows for an industrial use, including the operation of an office and a paving and construction company operation on this site. The improvements indicated on the site plan represents the minimum required to develop this property site.

Site Computations & Land Development Regulation / Zoning Code | Table 1

Applicant	SF INVESTMENT PROPERTIES, LLC.		
Folio Number (s)	Opa-locka: 08-2122-025-0501;		
Address Location	Approximately NW 24th Court & NW 148th Street; (No Address Assigned)		
Building (s) Footprint	**Total Site Area –** .596 Acres or 26,000 SF **Office Bldg. & Warehouse -** 1,607 SF **Parking Area –** Provides 20 parking spaces **Square Feet of Green Space (open space) Area –** 1,855 SF		
Floor Area	Total 1,607 SF		
Zoning	**I-2 – Industrial Planned**		
Zoning Code Consistency	The proposed use of this property for an office and warehouse for storage and repair of their company vehicles inside a wholly enclosed building is consistent with the I-2 Zoning Code.		
Existing Land Use	Industrial		
Future Land Use Designation	Industrial		
Comprehensive Plan Consistency	- The proposed use for an office and warehouse for storage and repair of company vehicles is consistent with the Comprehensive Plan and with the zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front (North)	**25 Feet**	**86'-5"**	**YES**
Rear (South)	**25 Feet**	**286'**	**YES**
Street Side/Side (East)	**15 Feet**	**126'-5"7.68 Feet**	**YES**
Street Side/Side (West)	**15 Feet**	**117'-7"**	**YES**
Lot Coverage	**75%**	**9.6% (3,967 SF)**	**YES**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**20,000 SF (0.46 Acres)**	**1,233,619 SF (28.32 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**3 Stories or 45 Feet whichever less**	**Office Building:** 1 Stories/ Feet	**YES**

Structure Length	**N/A**	**N/A**	**N/A**
Other Vehicular Use Area Landscaping	**N/A**		
Parking Details	**Office buildings:** pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. **Warehouse building:** One (1) Parking per 2,500 square feet - spaces required	**Office /Warehouse Bldg.** 1,607 SF **Parking Lot:** **Total Space Provided:** **20 Total Spaces**	**YES**
Landscape/ Pervious Lot Coverage	**10% minimum required pervious**	**10% 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 Tuesday, April 24th, 2024. To be advertised at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, May 7th, 2024. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

- **Overall Analysis**

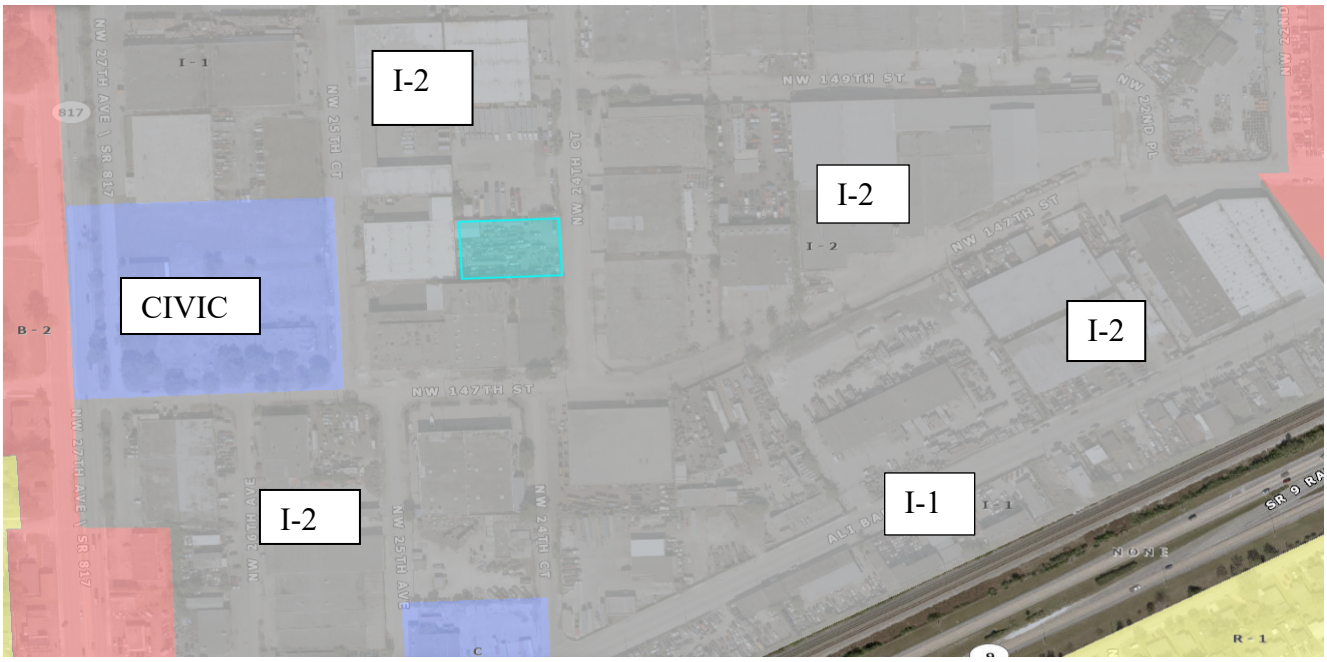
Existing Conditions:

- The Subject Property is bordered on the North by industrial use, bordered on the East and South by industrial uses and bordered on the West by industrial uses.
- There are currently no sidewalks that border this property
- The property identified by folio 08-2122-025-0501 was being used for this business without any approvals from the City of Opa-locka.

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Low Density Residential	Low Density Residential	R-1 (Single Family Residential)
South	Industrial	Industrial	I-2 Industrial Planned
East	Industrial	Industrial	I-2 Industrial Planned
West	Low Density Residential / Industrial	Low Density Residential / Industrial	R-1 / I-2

Surrounding Zoning Designation Map
The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions? **COMPLIES**
  - **Findings:**
    - The proposed development use 'Office and warehouse use" is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03 **COMPLIES**
  - **Findings:**
    - The Applicant is proposing to include landscaping in accordance with the LDR. *(Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall comply with the requirements of the City Land Development Regulations. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.
  - **Findings:**
    - The Applicant is not required to have fencing however the applicant has provided through the site plan that he intends to install perimeter fencing.

- **Future Land Use:** Industrial (Industrial Land Use Category).
  - **Findings:**
    - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location. **COMPLIES**

- **I-2 (Industrial Planned) Permitted Uses:** Project Specific: *Office and warehousing for storage and maintenance of company vehicles.*
  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for an Office and warehousing and storage for the maintenance of company vehicles is permitted in this zoning district. It will also include employee vehicle parking. The applicant has submitted requests for Site Plan approval and Development Agreement Approval.

COMPLIES

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
  - **Findings:** The Planning and Community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Site Plan Review
2. Development Agreement
   - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 7th, 2024

IV. Development Review Committee (DRC): *Meeting Review Comments Pending*

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 including the following:
  - All signage shall comply with the City's Sign Code Ordinance no. 14-16/Ordinance 15/31 Article X;

- All landscaping and parking areas must be provided and maintained as shown in the Site Plan;
- Trees to be planted uniformly placed. (avg. oc.).
- Agree to provide employment opportunities for City residents through the City Work Force Office and any area educational/vocational training facilities as provided in the Development Agreement.
- Maintain 100% the use, and function as shown on the site plan.
- All trash & garbage containers shall comply with the City dumpster enclosure requirements, including proper screening.
- Must comply with Miami-Dade County's input/recommendations as appropriate.
- Requirements of the City LDR and Comprehensive Plan
- Follow any conditions recommended by the Planning & Zoning Board for the development of this industrial development.

VI. **Attachments:**
- Site Plan

Planning and Community Development Department

	Name and Title	Initials
City Planner	Randall Robinson	
Economic Development Coordinator	Solomon Bankole	
Zoning Official	Gerald J. Lee, Zoning Official	
Planning and Community Development Dept. Director	Gregory D. Gay, Approved by	

VII. Staff Report Updated After the City Commission Meeting on (Pending). *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2024-05-7-03,

A RESOLUTION OF THE PLANNING & ZONING BOARD FOR THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24 COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

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

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1) That the request in the application by the applicant be and the same is hereby recommended:

a. APPROVED ☐ DATE: 05-7-2024

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 Recommendation of this request was 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 18th day of January, 2022.

_____

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed expansion and renovation of the office, ROW dedications, and landscaping improvements.

No.	Folio	Address	City	Zip Code	Use Description	Lot Size	Year Built	Legal Description
1	0821220260030	2390 NW 147 ST	Opa-locka	33054-3128	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	60674	1967	22 52 41 ALUMINUM INDUSTRIAL PK PB 78-50 LOT 1 BLK 2 LOT SIZE 60674 SQUARE FEET OR 18039-2289 0398 1
2	0821220250470	14735 NW 25 CT	Opa-locka	33054-3115	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	1967	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 4 BLK 6 LOT SIZE 40000 SQUARE FEET OR 20504-1147 0602 4
3	0821220270010	2390 NW 149 ST	Opa-locka	33054-3132	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	41500	1968	COHEN-AGER SUBDIVISION PB 86-73 LOT 1 BLK 1 LOT SIZE 41500 SQUARE FEET OR 21824-2260 112003 5(3)
4	0821220250501	Null	Opa-locka	33054-3136	VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING	26000	0	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 PORT OF LOT 7 DESC BEG SE COR OF LOT 7 TH N 01 DEG W 130FT S 88 DEG W 200FT S 01 DEG E 130FT N 88 DEG E 200FT TO POB BLK 6 LOT SIZE 26000 SQ FT OR 17719-4591 0797 2 (2) COC 26324-3141 11 2007 1
5	0821220250480	14705 NW 25 CT	Opa-locka	33054-3115	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	87976	1966	OPA LOCKA INDUSTRIAL PK PB 77-73 LOTS 5 & 6 BLK 6 LOT SIZE 87976 SQ FT OR 17719-4591 0797 2 (2) COC 22684-4067 09 2004 2

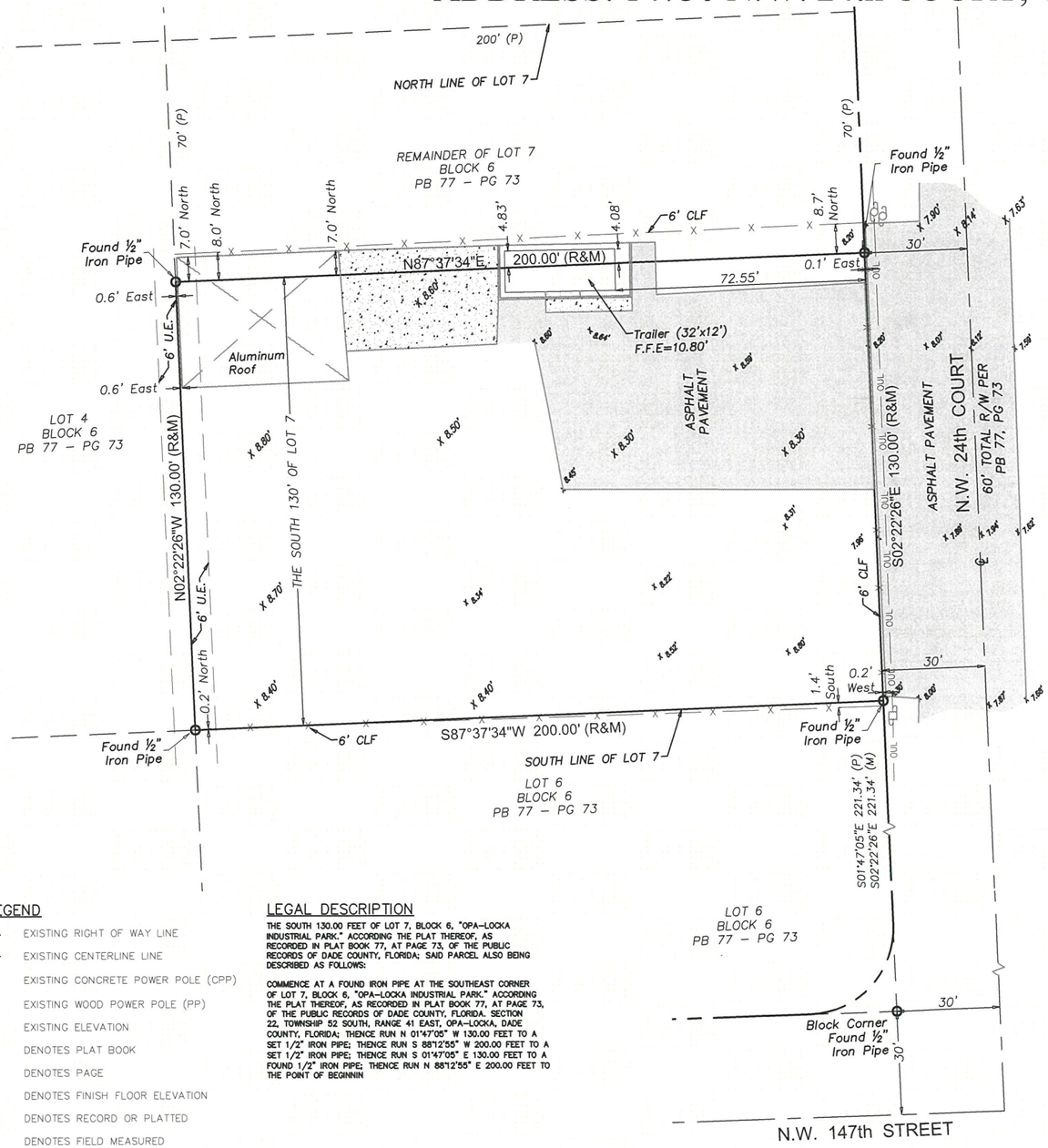
6	0821220270020	14785 NW 24 CT	Opa-locka	33054-3107	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	49800	1969	COHEN-AGER SUBDIVISION PB 86-73 LOT 2 BLK 1 LOT SIZE 49800 SQUARE FEET OR 25447-1867/25842-4863 0307 4
7	0821220250450	14945 NW 25 CT	Opa-locka	33054-3119	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	1967	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 2 BLK 6 LOT SIZE 40000 SQUARE FEET COC 25544-0525 04 2007 6
8	0821220260070	2400 NW 147 ST	Opa-locka	33054-3130	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	59677	1972	22 52 41 1.37 AC M/L ALUMINUM INDUSTRIAL PK PB 78-50 TRACT C LOT SIZE 59677 SQUARE FEET OR 20935-3053 1202 1
9	0821220250510	14800 NW 24 CT	Opa-locka	33054-3110	VACANT LAND - INDUSTRIAL : VACANT LAND	40000	0	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 8 BLK 6 LOT SIZE 40000 SQ FT OR 12952-2660 0786 2
10	0821220260010	14701 NW 27 AVE	Opa-locka	33054-3350	COUNTY : DADE COUNTY	164822	1968	ALUMINUM INDUSTRIAL PARK PB 78-50 LOTS 1 & 2 BLK 1 & LOTS 5 & 10 BLK 7 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT SIZE 164822 SQ FT M/L OR 12594-2522 0885 5

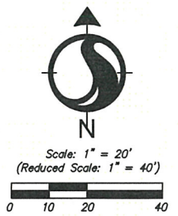
11	0821220250500	14800 NW 24 CT	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : EXTRA FEA OTHER THAN PARKING	14000	0	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 7 LESS BEG SE COR OF LOT 7 TH N 01 DEG W 130FT S 88 DEG W 200FT S 01 DEG E 130FT N 88 DEG E 200FT TO POB BLK 6 LOT SIZE 14000 SQ FT OR 17543-3898 0297 4
12	0821220270030	14715 NW 24 CT	Opa-locka	33054-3107	HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD	59961	1969	COHEN-AGER SUBDIVISION PB 86-73 LOT 3 BLK 1 LOT SIZE 59961 SQUARE FEET
13	0821220250460	14945 NW 25 CT	Opa-locka	33054-0000	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	1983	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 3 BLK 6 LOT SIZE 40000 SQUARE FEET OR 19643-3657 04 2001 5 (2) COC 25544-0525 04 2007 6
14	0821220250520	14900 NW 24 CT	Opa-locka	33054-3112	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	40000	1970	22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 9 BLK 6 LOT SIZE 40000 SQUARE FEET OR 10560-246 1079 5 COC 24782-2950 06 2006 1

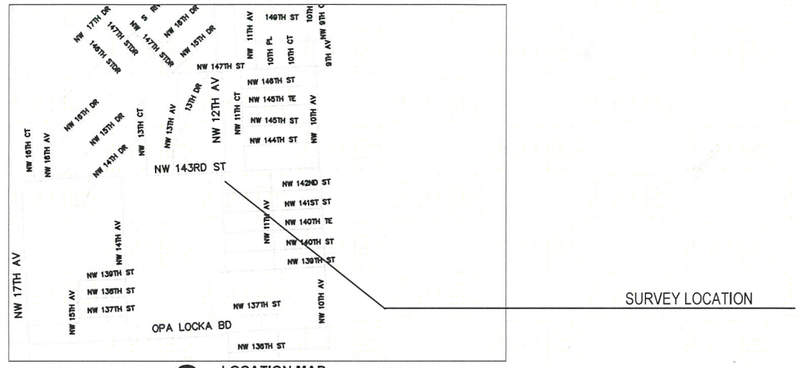

NW 27TH AVE \ SR 817
817
NW 25TH CT
NW 24TH CT
NW 149TH ST
NW 22ND PL
NW 22ND CT
NW 147TH ST
NW 147TH ST
NW 27TH AVE \ SR 817
NW 26TH AVE
NW 25TH AVE
NW 24TH CT
ALI BABA AVE
SR 9

BOUNDARY SURVEY

ADDRESS: 14730 N.W. 24th COURT, OPA-LOCKA, FL 33054







LOCATION MAP
SCALE : NOT TO SCALE

LEGEND

———	EXISTING RIGHT OF WAY LINE
— — —	EXISTING CENTERLINE LINE
	EXISTING CONCRETE POWER POLE (CPP)
	EXISTING WOOD POWER POLE (PP)
X 8.40'	EXISTING ELEVATION
PB	DENOTES PLAT BOOK
PG	DENOTES PAGE
F.F.E.	DENOTES FINISH FLOOR ELEVATION
(R) OR (P)	DENOTES RECORD OR PLATTED
(M)	DENOTES FIELD MEASURED
CLF	DENOTES CHAIN LINK FENCE
U.E.	DENOTES UTILITY EASEMENT

LEGAL DESCRIPTION

THE SOUTH 130.00 FEET OF LOT 7, BLOCK 6, "OPA-LOCKA INDUSTRIAL PARK." ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, AT PAGE 73, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID PARCEL ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND IRON PIPE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 6, "OPA-LOCKA INDUSTRIAL PARK." ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, AT PAGE 73, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OPA-LOCKA, DADE COUNTY, FLORIDA; THENCE RUN N 01°47'05" W 130.00 FEET TO A SET 1/2" IRON PIPE; THENCE RUN S 88°12'55" W 200.00 FEET TO A SET 1/2" IRON PIPE; THENCE RUN S 01°47'05" E 130.00 FEET TO A FOUND 1/2" IRON PIPE; THENCE RUN N 88°12'55" E 200.00 FEET TO THE POINT OF BEGINNIN

SURVEYOR'S NOTES:

1. LEGAL DESCRIPTION PROVIDED BY CLIENT.
2. REFERENCES TO "DEED", "RECORD" OR "PLAT REFER TO DOCUMENTS AND INSTRUMENTS OF RECORD AS PART OF THE PERTINENT INFORMATION USED FOR THIS SURVEY WORK. MEASURED DISTANCES, DIRECTIONS AND ANGLES ALONG BOUNDARY LINES ARE IN CONSISTENCY WITH CORRESPONDING VALUES FROM RECORDS, UNLESS OTHERWISE SHOWN.
3. THESE LANDS ARE SUBJECT TO ADDITIONAL RESTRICTIONS OF RECORD THAT WERE NOT FURNISHED TO THE UNDERSIGNING REGISTERED SURVEYOR. A TITLE SEARCH HAS NOT BEEN PERFORMED BY THE SURVEYOR.
4. NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN ON A WELL-ESTABLISHED LINE, SAID LINE IS BEING NOTED AS BR ON THE SURVEY MAP.
5. ONLY ABOVE GROUND IMPROVEMENTS ARE SHOWN HEREIN, FOUNDATIONS, UNDERGROUND FEATURES AND UTILITIES HAVE NOT BEEN LOCATED.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. DISTANCES FROM EXISTING FENCES TO BOUNDARY LINES ARE APPROXIMATE. FENCE/WALLS WIDTH AND CONDITIONS MUST BE CONSIDERED TO DETERMINE TRUE LOCATION. LANDS LOCATED BEYOND PERIMETER FENCES MIGHT OR MIGHT NOT BE BEING USED BY ADJOINERS. ADJOINING PARCELS HAVE NOT BEEN INVESTIGATED.
7. THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN HEREON. DATA IS EXPRESSED IN U.S. SURVEY FOOT.
8. FLOODPLAIN INFORMATION: AS SCALED FROM FEDERAL INSURANCE RATE MAP (FIRM) OF COMMUNITY NO. 120657 (CITY OF OPA-LOCKA), PANEL 0136, SUFFIX L, REVISED ON SEPT 11TH, 2009, THIS REAL PROPERTY FALLS IN ZONE "X"
9. HORIZONTAL ACCURACY: ACCURACY OBTAINED THRU MEASUREMENTS AND CALCULATIONS MEETS AND EXCEEDS THE MINIMUM HORIZONTAL FEATURE ACCURACY FOR A SUBURBAN AREA BEING EQUAL TO 1 FOOT IN 7, 500 FEET.
10. VERTICAL CONTROL AND ACCURACY: THE ELEVATIONS AS SHOWN ARE REFERRED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929). THE CLOSURE IN FEET, AS COMPUTED, MEETS THE STANDARD OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARED ROOT OF THE LOOP DISTANCE IN MILES. ELEVATION ARE BASED ON A LEVEL LOOP FROM AND TO THE FOLLOWING OFFICIAL BENCH MARKS:
    NAME: N-392 ELEVATION 9.14' (NGVD 1929)
    LOCATOR: 2133S
    LOCATION: SESAME ST (APPROXIMATE 146th ST) --- 27' SOUTH OF CENTERLINE
    N.W. 27 AVE --- 64.2' EAST OF CENTERLINE.
    DESCRIPTION: PK NAIL AND BRASS WASHER IN CONCRETE SLAB AT THE NW CORNER OF GAS STATION.
11. THE SURVEY DEPICTED HERE IS COVERED BY PROFESSIONAL LIABILITY INSURANCE.
12. COORDINATES, IF ANY, ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983/11.
13. LAST DATE OF FIELD WORK: 04/01/2023

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY TO THE HEREIN NAMED FIRM AND OR/PERSONS, THAT IN MY PROFESSIONAL OPINION, THIS "BOUNDARY SURVEY" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGMENT AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS THE STANDARDS OF PRACTICE REQUIREMENTS, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 FLORIDA STATUES, AS SET FORTH BY IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, UNDER SECTIONS 5J-17.052 AND IS A "BOUNDARY SURVEY"

CERTIFIED TO: SF INVESTMENTS PROPERTIES LLC

NOTE: THE SURVEY MAP AND NOTES AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPERS OR EQUIVALENT IGC DIGITAL CERTIFICATE. ANY ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

1/24/24

BY: MICHAEL CAROZZA *DATE*
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA, No. 6965

C:\Program Files (x86)\AutoCAD Land Desktop 2009\Template\Miguel-Michael.dwt 10/26/2012 2:09:30 PM EDT

DATE	BY	DESCRIPTION

MPG TECHNICAL GROUP CORP.
CERTIFICATE OF AUTH. # LB-6932
1200 NW 78th Avenue, Suite 213
Doral, Florida 33126
Ph. (305) 801-0334 Ph. (786) 953-8953

	NAME	DATE
DRAWN BY	E.O.	4/08/2023
CHECKED BY	M.C.	4/12/2023
FIELD DATE: 04/01/2023		

CITY OF OPA LOCKA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MIAMI-DADE	N/A

VERIFICATION NOTE

GENERAL NOTE: FLOOR PLANS, ELEVATIONS & BUILDING SECTIONS HAVE BEEN DRAWN TO APPROXIMATION AND SHALL BE FIELD-VERIFIED BY THE CONTRACTOR BEFORE ANY WORK BEGINS AND BEFORE ORDERING ANY CONSTRUCTION MATERIALS OR FIXTURES. THE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THESE INACCURACIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT UPON FINDING ANY INACCURACY RELATING TO THE PLANS AND THE ACTUAL PROJECT SITE CONDITIONS. IT SHALL ADDITIONALLY BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE W/ THE OWNER BEFORE ORDERING ANY MATERIALS OR FIXTURES AS SHOWN IN THESE PLANS.

CODE INFORMATION

THESE CONSTRUCTION DOCUMENTS WERE PREPARED USING THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH ED., HIGH VELOCITY HURRICANE ZONE, IN ADDITION TO OTHER CHAPTERS WHICH THE HVHZ DID NOT COVER. WINDOWS & DOORS SHALL BE IMPACT RATED & HAVE A CURRENT NOA APPROVAL NUMBER & SHOP DRAWING AS SUPPLIED FOR WEATHERIZATION & IMPACT RATING APPROVAL. ADJUSTED WALL SEGMENTS HAVE BEEN DESIGNED FOR COMPLIANCE W/ SHEAR RESISTANCE PER THE ASCE-7 CODE IN COMBINATION W/ ACI-530, TMS 402-13 AND IN ACCORDANCE WITH ASCE 5. WHERE APPLICABLE, THE ENERGY CONSERVATION CALCULATIONS WERE PREPARED USING THE IECC CODE.

CURRENT CODES IN AFFECT INCLUDE THE 2020 FLORIDA BUILDING CODE RESIDENTIAL, 2020 FLORIDA BUILDING CODE EXISTING BUILDING, 2020 FLORIDA BUILDING CODE ENERGY CONSERVATION, 2020 FLORIDA BUILDING CODE FUEL GAS, 2020 FLORIDA BUILDING CODE PLUMBING, 2020 FLORIDA BUILDING CODE MECHANICAL, 2020 FLORIDA BUILDING CODE TEST PROTOCOLS, 2012 FLORIDA ACCESSIBILITY CODE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ADHERE TO ALL BUILDING CODES PERTAINING TO THE SCOPE OF WORK INCLUDED IN THESE DRAWINGS.

FINISH NOTES

1 – SPACES NOTED WITHIN AREA OF WORK SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM BD TO MATCH ADJACENT WALL SURFACES AS REQ. FOR REPAIR, PRIMER W/ (2) COATS MIN. OF INTERIOR LATEX PAINT BY BENJAMIN MOORE OR APPROVED EQUAL.
2 – ALL CEILINGS THAT RECEIVE NEW INSULATION, 1/2" TYPE X GYP. BD. & SHALL BE ADDITIONALLY FINISHED W/ (1) COAT OF PRIMER, AND (2) COATS OF BENJAMIN MOORE INTERIOR LATEX PAINT, COLOR TO BE "CEILING WHITE".
3 – CONTRACTOR SHALL PROVIDE & INSTALL ALL INTERIOR WINDOW CASINGS AND MOLDINGS AS REQUIRED & COORDINATED W/ OWNER.
4 – COORDINATE PAINT FINISHES OR STAINS TO BE APPLIED TO ALL NEW & REFINISHED DOORS WITH OWNER.
5 – THE STYLE AND FINISH OF ALL NEW DOOR HARDWARE SHALL BE COORDINATED WITH OWNER AND OF THE LEVER HANDLE TYPE. BASE PRICE SHALL INCLUDE SCHLAGE SATIN NICKEL FINISH OR APPROVED EQUAL. WHERE A SLIDING DOOR OR BARN DOOR IS INDICATED IN THESE DRAWINGS, USE HARDWARE BY HAFELE OR APPROVED EQUAL.

BUILDING PLAN REVIEW NOTE:

BUILDING PLANS EXAMINER SHALL REVIEW THE ENCLOSED DOCUMENT FOR MINIMUM ACCEPTABLE PLAN SUBMITTAL REQUIREMENTS OF THE AHJ & STATE OF FLORIDA AS SPECIFIED IN THE BUILDING CODE. THIS REVIEW HOWEVER DOES NOT GUARANTEE COMPLIANCE WITH THAT CODE. THE SEAL AND SIGNATURE OF THE DESIGN PROFESSIONAL HAS BEEN INTERPRETED AS AN ATTESTATION THAT, TO THE BEST OF THE LICENSEE'S BELIEF AND INFORMATION, THE WORK IN THIS DOCUMENT:

– IS ACCURATE,
– CONFORMS WITH GOVERNING CODES APPLICABLE AT THE TIME OF SUBMISSION,
– CONFORMS WITH REASONABLE STANDARDS OF PRACTICE AND WITH VIEW TO THE SAFEGUARDING OF LIFE, HEALTH, PROPERTY AND PUBLIC WELFARE,
– IS THE RESPONSIBILITY OF THE LICENSEE.

WINDOW & DOOR NOTES

1. ALL NEW WINDOWS/DOORS SHALL BE PGT IMPACT SERIES, ENERGY STAR RATED, OR APPROVED EQUAL & SHALL INCLUDE INSECT SCREENS.
2. ALL WINDOWS SHALL BE INSTALLED WITH CASINGS, & EXTENSION JAMBS (WHERE REQUIRED); FINISH TO BE COORDINATED WITH OWNER. ENSURE ALL WINDOWS ARE INSTALLED PER MANUFACTURER'S SPECIFICATIONS & FLORIDA PRODUCT APPROVAL SHOP DRAWINGS.
3. ALL WINDOWS SHALL INCLUDE WHITE EXTERIOR FINISH W/ BROWN INTERIOR FINISH AND NO GRILLE INSERTS (VERIFY FINISH W/ OWNER).
4. ALL INTERIOR SWING DOORS THAT ARE SEPARATING CONDITIONED SPACES OR OTHER UNHEATED AREAS SHALL BE ALUMINUM/INSULATED.
5. HEIGHT AND WIDTHS AS INDICATED IN PLANS.
6. ALL DOORS SHALL HAVE ADA COMPLIANT LEVER HANDLES IN BRUSHED STEEL FINISH & MOUNTED @ THE PROPER HEIGHT.
7. ADJOINING WINDOWS/MULLIONS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS TO COMPLY WITH MIN. 175MPH WIND ZONE.
8. SEE PLANS & ELEVATIONS FOR OPENING FUNCTION OR HINGE.

LOCATION MAP



SCOPE OF WORK

THIS PROJECT CONSIST OF :
-STRUCTURAL FOUNDATION FOR NEW STEEL BUILDING
-CONSTRUCTION OF NEW PRE-FAB STEEL BUILDING
-SITE PARKING
MECHANICAL:
-INSTALL NEW AC AND AHU AS SHOWN.
ELECTRICAL:
-INSTALL NEW ELECTRICAL SERVICE, METER AND PANEL. RECEPTACLES AND LIGHTING SHALL BE INSTALLED AS SHOWN.
PLUMBING:
THE SANITARY AND WATER SUPPLY LINES SHALL BE INSTALLED AS SHOWN.

CODE REFERENCES

FLORIDA BUILDING CODE, 7th EDITION (2020)

FLORIDA EXISTING CODE, 7th EDITION (2020)

FLORIDA RESIDENTIAL CODE, 7th EDITION (2020)

NATIONAL ELECTRIC CODE 5th EDITION (2017)

BUILDING CODE SUMMARY

OCCUPANCY TYPE: S (Office/Storage)
CONSTRUCTION TYPE: TYPE V-B
CLASSIFICATION OF WORK: LEVEL 3 ALTERATION

FLOOD ZONE INFORMATION:

FLOOD MAP: 12086C301L
BASE FLOOD ELEVATION:
EXISTING AND NEW FIRST FLOOR ELEVATION: X.X' NAVD

ZONING DATA

ZONE	I-2		
SETBACKS	**REQUIRED**	**EXISTING**	**PROPOSED**
FRONT	25'	N/A	25'
SIDE (SOUTH)	0'	N/A	7'-6"
SIDE (NORTH)	0'	N/A	62'-4"
REAR	25'	N/A	25'-8"
BUILDING HEIGHT	45'	N/A	25'-8"
LOT COVERAGE	-	N/A	23.3%

AREA TABULATION

EXISTING:
TOTAL: 0 SQ.FT
CONDITIONED: 0 SQ.FT
PROPOSED:
TOTAL: 6,060 SQ. FT.
CONDITIONED: 1,667 SQ. FT.
LOT AREA : 26,000 SQ. FT

LEGAL DESCRIPTION

THE SOUTH 130.0 FEET OF LOT 7, BLOCK 6, "OPA-LOCKA INDUSTRIAL PARK," ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, AT 73, OF THE PUBLIC RECORDS OF DADE COUNTY

DRAWING INDEX

A-0.0	PROJECT INFORMATION
A-0.1	NOTES AND ABBREVIATIONS
SP-1.0	PROPOSED SITE PLAN
SP-1.1	PROPOSED SITE PLAN WITH
A-1.0	PROPOSED FLOOR PLAN
LS-1	LIFE SAFETY PLAN

BLUE HORIZON ENGINEERING
443 SW 2nd Ave, Fort Lauderdale, FL 33301
P: 954-420-8225
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ENGINEER:
KYLE MAILLOUX, P.E.
Licence Number: 87103
443 SW 2nd Ave, Fort Lauderdale, FL 33301
P: 954-420-8225
E: Kyle@bluehorizonengineering.com

KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: NEW PRE-FAB STEEL BUILDING

PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

A-0.0
SHEET NUMBER

GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA STATE REQUIREMENTS FOR CURRENT EDITION, THE FLORIDA BUILDING CODE 7TH EDITION 2020 (WITH ALL APPLICABLE REVISIONS), FLORIDA BUILDING CODE EXISTING 2020, FLORIDA FIRE PREVENTION CODE 2020, ALL STATE AND LOCAL ZONING CODES. PERMITS SHALL BE POSTED IN A VISIBLE PLACE AT ALL TIMES.
2. ALL PERMITS, UTILITY AND METER CONNECTION FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
3. ALL WORK, MATERIALS AND EQUIPMENT UTILIZED IN THIS PROJECT SHALL BE NEW AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.
4. ALL WORK FOR THIS PROJECT SHALL CONFORM TO STANDARDS PUBLISHED BY RECOGNIZED PROFESSIONAL AND INDUSTRY ORGANIZATIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING AND FAMILIARIZING HIMSELF WITH ALL EXISTING CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT LIMITED TO PRIVATE AND PUBLIC UTILITIES, ON AND OFF SITE, ACCESS ROADS AND OTHER SUPPORT FACILITIES.
6. CONTRACTOR TO REMOVE, RELOCATE OR RE-ROUTE, AS NECESSARY, ELECTRICAL, TELEPHONE, WATER, SEWER, GAS (IF APPLICABLE) OR ANY OTHER UTILITY LINES ENCOUNTERED AND SHALL COORDINATE THIS WORK WITH ALL LOCAL UTILITY COMPANIES.
7. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY UNEXPECTED OR UNKNOWN FIELD CONDITIONS, ERRORS, OMISSIONS, OR DISCREPANCIES IN THE DRAWINGS, PROJECT MANUAL, OR CONTRACT DOCUMENTCONTRACTOR SHALL PREPARE AND MAINTAIN ALL CONSTRUCTION AREAS, AS WELL AS SURROUNDING AREAS FREE OF DEBRIS OR HAZARDOUS EQUIPMENT AT ALL TIMES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR THE REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. CONSTRUCTION PERSONNEL SHALL BE CONFINED TO THE LIMITS OF THE CONSTRUCTION AREA. ALL OSHA REGULATIONS FOR CONSTRUCTION AREAS SHALL BE STRICTLY FOLLOWED.
9. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS SHALL BE FOLLOWED.
10. ALL DIMENSIONS ARE BASED ON NOMINAL SIZES OF MEMBERS AND ARE GIVEN TO THE OUTER FACE OF SUCH MEMBERS, NOT TO FACE OF FINISH MATERIALS UNLESS OTHERWISE NOTED ON DRAWINGS. WHERE A DIMENSION IS LABELED "CLEAR" IT IS TAKEN FROM THE FACE OF FINISH MATERIALS TO FACE OF FINISH MATERIALS.
11. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION. ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY CONTRACTOR BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION WILL BE RETURNED WITHOUT REVIEW. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
12. THE CONTRACTOR SHALL BE AWARE THAT SPECIFIC FIRE-RATED SEPARATION WITHIN THE BUILDING'S CONSTRUCTION ARE REQUIRED BY CODE. THE USE OF SPECIFIC MATERIALS AND COMBINATIONS OF MATERIALS WITHIN FIRE RATED ASSEMBLIES, AS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS, ARE FOR THE PURPOSE OF ACHIEVING THOSE REQUIRED FIRE SEPARATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ANY CHANGE IN MATERIAL THAT IS REQUESTED BY OR MADE BY THE CONTRACTOR AND/OR IT'S SUBCONTRACTORS, FROM THOSE MATERIALS DRAWN OR SPECIFIED, DOES NOT IN ANY WAY AFFECT OR LESSEN THE REQUIRED CONSTRUCTION ASSEMBLY. SPECIFIC SEQUENCES OR METHODS OF ACHIEVING FIRE RATED ASSEMBLIES REQUIRED BY A "U.L. No." LISTING SHALL BE FOLLOWED WITHOUT DEVIATION, UNLESS OTHERWISE NOTED OR DETAILED.
13. WHERE CMU OR TILT-UP CONCRETE WALLS ARE INDICATED TO HAVE A SPECIFIC HOURLY FIRE RATING, THIS SHALL BE TAKEN AS THE MINIMUM ALLOWED.
14. THE USE OF FIRE RETARDANT TREATED WOOD IS PROHIBITED. PRESSURE TREATED WOOD SHALL BE USED WHERE WOOD IS IN CONTACT WITH CONCRETE OR MASONRY OR IN CONTACT WITH THE ELEMENTS (EXTERIOR).
15. CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES AND ACCESSORIES OR BY OTHER ITEMS DESCRIBED IN INTERIOR DESIGN AND ARCHITECTURAL DRAWINGS.
16. IN ADDITION TO WALL TYPES SHOWN ON PLANS THE CONTRACTOR SHALL REFER TO THE ROOM FINISH SCHEDULE, INTERIOR ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION REGARDING FINISHES.
17. CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE AND/OR OPERATION OF THE BUILDING SYSTEMS PRIOR TO THE START OF WORK. THE OMISSIONS OF ANY OR ALL ACCESS PANELS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH PANELS OR DOORS. ACCESS PANELS IN RATED ELEMENTS SHALL HAVE THE SAME FIRE RATING.
18. CONTRACTOR TO PROVIDE ACCESS PANELS FOR ALL A/C FIRE DAMPERS WHERE APPLICABLE.
19. CONTRACTOR SHALL PAINT ALL VISIBLE SURFACES OF FACTORY PRIMED OR FACTORY PAINT FINISHED EQUIPMENT, A.C. GRILLS OR REGISTERS, COVERS, ETC. UNLESS SPECIFICALLY NOTED OTHERWISE VERIFY AND COORDINATE COLORS WITH INTERIOR DESIGN AND ARCHITECT.
20. BEFORE INSTALLATION, THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT THE EXACT MOUNTING LOCATION AND HEIGHTS OF ALL SWITCHES, WALL RECEPTACLES, PLUGS, THERMOSTATS AND OTHER WALL MOUNTED FIXTURES.
21. ALL INTERIOR AND EXTERIOR JOINTS BETWEEN DIFFERENT MATERIALS OR FINISHES SHALL RECEIVE A BEAD OF CAULKING OR FORM A REVEAL TO MATCH COLOR OF ADJACENT SURFACE. COORDINATE COLORS WITH ARCHITECT.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND CONSTRUCTION MATERIAL FROM THE SITE. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPERLY CLEANING ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC.
23. UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL GIVE TO THE OWNER A COMPLETE SET OF AS-BUILT CIVIL, LANDSCAPE, ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS ALONG WITH THE WRITTEN GUARANTIES, OPERATION AND MAINTENANCE MANUALS OF ALL EQUIPMENT AND FINISHES INSTALLED. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF AS-BUILT DRAWINGS AND SPECIFICATIONS. INFORMATION SHALL BE RECORDED BY CONTRACTOR AS CONSTRUCTION PROGRESSES AND REVIEWED FOR COMPLETENESS AT EACH REQUISITION REQUEST. REFER TO PROJECT MANUAL.
24. CONTRACTOR SHALL PROVIDE PROPER SAFEGUARDS IN COMPLIANCE WITH THE LIFE SAFETY PLANS DURING ALL PHASES OF CONSTRUCTION.
25. ALL PIPING SHALL BE SLEEVED THROUGH SLAB. CONTRACTOR SHALL FULLY SEAL SPACE AROUND PIPES WITH A 2-HOUR U.L. FIRE STOPPING MATERIAL. REFER TO SPECIFICATIONS.
26. CONTRACTOR TO PROVIDE A SAFETY PLAN PRIOR TO START OF CONSTRUCTION TO CLEARLY DELINEATE AREAS FOR CONSTRUCTION, SAFETY BARRIERS, EXITS, CONSTRUCTION TRAFFIC DURING THE VARIOUS PHASES AND WHEN CONDITIONS CHANGE.
27. CONTRACTOR TO PROVIDE CITY STORM WATER POLLUTION PREVENTION PLAN (SWPPP IN COMPLIANCE WITH THE FEDERAL AND STATE NPDES REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK.

POOL NOTES

1. FENCE ENCLOSURE AROUND POOL: When there is an In-ground pool (roof or upper-level pools excluded), a perimeter fence that rejects 4" sphere is required either around the pool itself (walls can be part of the enclosure) or around the premises, as long as outside access from neighboring properties is fenced or gated. Gates must swing out and be self-closing, with latch release at 54 min AFF, and pickets/slats must be vertical if gaps or spacing is allowed in between. FBCR 4501.17, CMB Sec. 142-1133, & MDC Sec. 33-12. -If the front property fence is independent of the pool enclosure, it can be of any height, shape or material, have any size opening, and Gates may swing in.

CONSTRUCTION NOTES

1. COORDINATE WITH ELECTRICAL, AV & LOW VOLTAGE DRAWINGS PRIOR TO FORMING OR POURING CONCRETE SLABS, WALLS OR COLUMNS. PROVIDING FOR EMBEDMENT OF LIGHT FIXTURES & SPEAKERS AS PER MFR. SPEC'S
2. TYPICAL EXTERIOR WALL CONSTRUCTION TO BE 8" CONCRETE MASONRY UNITS WITH 5/8" GWB ON 1 5/8" GALVANIZED FLAT -STUD @ 16" O.C. ON INTERIOR - PROVIDE R-5.0) BOARD INSULATION. PROVIDE HORIZONTAL FIREBLOCKING EVERY 8'-0" OF WALL TO COMPLY WITH SECTION 4409.7.2 OF THE F.B.C. RESIDENTIAL
3. ALL INTERIOR PARTITIONS TO BE 1 1/2" X 3 5/8" MTL. STUDS (OR 2X4 WOOD STUDS) @ 16" O.C. FACED WITH 5/8" G.W.B. PROVIDE HORIZONTAL FIREBLOCKING EVERY 8'-0" OF WALL TO COMPLY WITH SECTION 4409.7.2 OF THE F.B.C. RESIDENTIAL
4. PROVIDE FULL , THICK, BATT SOUND INSULATION AT ALL INTERIOR PARTITIONS SHOWN ON FLOOR PLANS.
5. ALL INTERIOR PARTITIONS AT ALL WALL HUNG CABINET LOCATIONS PROVIDE (2) 2"X6" PR (2) 2"X4" WOOD MEMBERS BACKING TO COMPLY WITH SECTION 2318.1.15.1 F.B.C.
6. STEEL STUDS SUPPORTING WALL HUNG PLUMBING FIXTURES OR CABINETS SHALL BE DOUBLED OR NOT LESS THAN 20 GAUGE WITH A MINIMUM EFFECTIVE MOMENT OF INERTIA EQUAL TO 0.864" AS PER FB.C. R4411.4.5.1 & SHALL HAVE HORIZONTAL MEMBER SECURED TO NOT LESS THAN TWO STUDS PER FBC R4411.4.5.1.3
7. PROVIDE NON-CEMENTITIOUS TILE BACKER BOARD IN LIEU OF GYPSUM WALL BOARD AT ALL PARTITIONS LOCATED IN WET AREAS.
8. ALL DROPPED CEILINGS / SOFFITS TO BE 5/8" G.W.B. ON 1-1/2"X1-1/2" 20 GAUGE METAL STUDS @ 16" O.C. - PROVIDE FOAM OR BLANKET INSULATION AT ALL CEILINGS UNDER ROOFS. (TO PREVENT VOIDED LISTING OF MECHANICAL DUCTS (FIBERGLASS AND DUCTBOARD,) DUCTS SHALL NOT COME IN CONTACT WITH THE SPRAY FOAM INSULATION, NEITHER DURING INSULATION APPLICATION NOR AFTER DRYING.
9. PROVIDE A HIGH QUALITY SMOOTH PLASTER/PAINT (WHITE) FINISH AT ALL UNDERSIDE OF FLOOR / ROOF SLABS AT CURTAIN POCKET LOCATIONS WITHOUT A DROPPED CEILING
10. ALL POOL TO BE FINISH TO BE SELECTED BY OWNER
11. ALL ELECTRICAL, MECHANICAL & PLUMBING EQUIPMENT IS TO ABOVE BASE FLOOR ELEVATION OF (8'-0").
12. ALL CONSTRUCTION MATERIAL BELOW BASE FLOOR ELEVATION(8'-0") NGVD MUST BE FLOOD-RESISTANT.
13. CONTRACTOR SHALL PERFORM AN IMPERMEABILITY TEST ON ALL ROOF SLABS FOR A PERIOD OF NO LESS THAN 24 HOURS.
14. ANY AIR EXHAUST AND INTAKE OPENINGS WHICH TERMINATE OUTDOORS SHALL BE PROTECTED WITH CORROSION-RESISTANT SCREENS, LOUVERS OR GRILLES WITH OPENINGS BETWEEN 1/4" AND 1/2" AS PER F.B.C. R303.5
15. PROVIDE SMOKE ALARMS (DETECTORS) ON EACH SLEEPING ROOM, IMMEDIATE VICINITY OF SLEEPING AREAS, AND ON EACH ADDITIONAL STORY. THEY SHALL BE INTERCONNECTED. FBCR 314. REFER TO M.E.P. DRAWINGS.
16. PROVIDE CARBON MONOXIDE ALARMS FOR BUILDINGS WITH A FIREPLACE AND ATTACHED GARAGE AND FOSSIL FUEL BURNING HEATERS, FIXTURES OR APPLIANCES, LOCATED WITHIN 10 FEET OF ALL SLEEPING AREAS. FBCR 315. REFER TO M.E.P. DRAWINGS.
17. ALL BATHROOM FIXTURES SHALL BE INSTALLED PER FBC 2017 FIGURE R307.2

FINISH NOTES

1. ROOFING: INTENTIONALLY LEFT BLANK.
2. ALL FINISH MATERIAL BELOW BASE FLOOD ELEVATION (8'-0" NGVD MUST BE FLOOD DAMAGE RESISTANT.
3. EXTERIOR WALL FINISHES: TYP. FINISH IS HIGH QUALITY STUCCO PAINTED FINISH.
4. INTERIOR PAINT FINISHES : BENGAMIN MOORE CHINA WHITE INTERIOR LATEX PAINT. ALL WALL FINISHES TO BE FLAT AND WASHABLE, ALL BASEBOARDS, DOORS, AND TRIMS TO BE SEMI-GLOSS EXCEPT FOR DOORS ON INFINITY WALL WHICH SHOULD BE A WOOD VENEER THAT MATCHES THE CASEWORK. FINISH TO BE SELECTED BY OWNER.
5. FLOOR FINISHES: ALL FLOORS FINISH MATERIALS AND COLORS TO BE SELECTED BY OWNER.
6. ALL EXTERIOR DOORS & WINDOWS TO MATCH EXISTING ALUMINUM FINISH COLOR.
7. ALL EXTERIOR GLAZING TO BE CLEAR IMPACT RESISTANT GLASS.
8. ALL EXTERIOR STEEL COLUMNS TO RECEIVE BREAK METAL CLADDING TO MATCH DOORS AND WINDOWS.
9. COORDINATE / VERIFY WITH OWNER & ARCHITECT FOR ALL FINISHES
10. THESE SPECIFICATIONS ARE ONLY TO BE USED AS A GUIDE FOR DETERMINING MAXIMUM ALLOWANCES. THE OWNER AND ARCHITECT SHALL BE CONSULTED PRIOR TO FINAL SELECTIONS AND ORDERING OF EACH ITEM SPECIFIED, OR ANY FINISH INVOLVED WITH THIS RESIDENCE.
11. WALL AND CEILING FINISHES SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 200 AND A SMOKE-DEVELOPMENT INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 723 AS PER F.B.C.R 302.9.1
12. INSULATION MATERIALS, FACINGS, VAPOR RETARDERS SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 25 AND A SMOKE-DEVELOPMENT INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 723 AS PER F.B.C.R. 302.10.1
13. WALL INSULATIONS SHALL HAVE A MIN. R-5 VALUE. REFER TO ENGINEERS ENERGY CALCULATIONS & FBCR CHAPTER 11
14. PROVIDE IMPERMEABLE MATERIAL IN ALL BATHROOM WET AREAS TO 6 FEET MINUMUM ABOVE FLOOR IN COMPLIANCE WITH FBCR 307.2
15. ALL CERAMIC TILE WALL FINISH IN WET AREAS SHALL HAVE A CEMENTITIOUS PANEL BACKER BOARDS OR EQUIVALENT IN ACCORDANCE TO FBCR 702.4.2 AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
16. MOISTURE-RESISTANT GREEN GYPSUM IS ALLOWED FOR CEILINGS AND NON-WET AREAS IN ACCORDANCE TO FBCR 702.3.7. MOISTURE
17. RESISTANT GWB AT WET WALLS ARE NOT ALLOWED ONLY SEMENTITIOUS BOARD AT WET AREAS.
18. STORAGE FLOOR SURFACES SHALL BE OF APPROVED NON-COMBUSTIBLE MATERIAL. FBCR 309.1

GLAZING NOTES

1. PER F.B.C. R308.1 EACH PANE OF GLAZING INSTALLED IN HAZARDOUS LOCATION AS DEFINED IN F.B.C.R308.4, SHALL BE PROVIDED WITH MANUFACTURERS LABEL DESIGNATING THE TYPE, THICKNESS OF GLASS, AND THE SAFETY GLAZING STANDARD WITH WHICH IT COMPLIES AND SHALL BE VISIBLE IN THE FINAL INSTALLATION
2. PER F.B.C. 308.3.1 GLAZING SHALL COMPLY WITH TEST CRITERIA FOR CATEGORY 1 OR 2 AS INDICATED IN TABLE R308.3.1)
3. GLAZING IN SLIDING AND SWINGING DOORS SHALL BE SAFETY-GLAZING CATEGORY 1 IF LESS THAN 9 SW. FT. PER F.B.C. R4410.2.3.1.3.1 OR CATEGORY II IF GREATER THAN 9 SQ. FT. AS PER F.B.C. R4410.2.3.1.3.2
4. SWINGING OR SLIDING DOORS OF GLASS WITHOUT A CONTINOUS FRAME SHALL BE OF ONLY FULLY TEMPERED GLASS NOT LESS THAN 3/8" IN THICKNESS PER F.B.C. R4410.2.6
5. LAMINATED GLAZING SHALL BE PERMITTED AS AN EQUAL ALTERNATE TO PICKETS, IF TESTED TO SATISFY THE RESISTANCE REQUIREMENTS AS SET FORTH IN FBC R4403.7.3.6.3
6. ALL GLAZING ADJACENT TO & WITHIN 48" OF A DOOR SHALL COMPLY W/ FBC R4410.2.4.3

FLOOD-RESISTANT DESIGN NOTES

1. ALL ENCLOSED AREAS THAT ARE BELOW BASE FLOOD ELEVATION SHALL ONLY BE USED FOR PARKING, BUILDING ACCESS OR STORAGE
2. FLOOR OPENINGS SHALL NOT BE LESS THAN 3 INCHES IN ANY DIRECTION IN THE PLANE OF THE WALL.
3. ALL ELECTRICAL, MECHANICAL, PLUMBING, SWIMMING POOL. WATER HEATER AND OTHER EQUIPMENT IS TO BE INSTALLED ABOVE BASE FLOOD ELEVATION. ALL CONSTRUCTION & FINISH MATERIALS BELOW BASE FLOOD ELEVATION ARE TO BE FLOOD RESISTANT.

ABBREVIATIONS

ABV.	----	ABOVE
A.C.	----	AIR CONDITIONING
ACOUS.	----	ACOUSTICAL
A.C.T.	----	ACOUSTICAL CEILING TILE
ADMIN.	----	ADMINISTRATION
A.DRN	----	AREA DRAIN
ADJ.	----	ADJACENT / ADJUSTABLE
A.F.F.	----	ABOVE FINISH FLOOR
AFP	----	ACOUSTICAL FINISH PLASTER
A.H.U.	----	AIR HANDLING UNIT
ALUM.	----	ALUMINUM
ANOD.	----	ANODIZED
ARCH.	----	ARCHITECTURAL
A.S.B.	----	ASBESTOS
ASPH.	----	ASPHALT
ASST.	----	ASSISTANT
BATT.	----	BATT INSULATION
BB.	----	BACKER BOARD
BD.	----	BOARD
BLDG.	----	BUILDING
BLK.	----	BLOCK / BLOCKING
BM.	----	BEAM
B.O.	----	BOTTOM OF
CAB.	----	CABINET
CB	----	CATCH BASIN
CEM.	----	CEMENT
C.PLAS.	----	CEMENT PLASTER
C.G.	----	CORNER GUARD
C.HGT.	----	CEILING HEIGHT
C.JNT.	----	CONTROL JOINT
CLR.	----	CLEAR (FINISH TO FINISH)
COLM.	----	COLUMN
COMP.	----	COMPUTER
CPT.	----	CARPET
CT.	----	CERAMIC TILE
CLG.	----	CEILING
CLO.	----	CLOSET
C.O.	----	CLEAN OUT
CLM.	----	COLUMN
CONC.	----	CONCRETE
CONT.	----	CONTINUOUS
C.M.U.	----	CONCRETE MASONRY UNIT
DETL.	----	DETAIL
DIA.	----	DIAMETER
DIR.	----	DIRECTOR
DN.	----	DOWN
D.O.	----	DOOR OPENING
DR.	----	DOOR
DWR.	----	DRAWER
DWG.	----	DRAWING
EA.	----	EACH
ELEC.	----	ELECTRICAL
ELEV.	----	ELEVATION
EL	----	ELEVATOR
E.N.C.	----	EXISTING, NO CHANGE
E.O.S.	----	EDGE OF SLAB
EQ.	----	EQUAL
EQUIP.	----	EQUIPMENT
E.W.C.	----	ELECTRIC WATER COOLER
EXH.	----	EXHAUST
EXIST.	----	EXISTING
EXT.	----	EXTERIOR
EXP.JT.	----	EXPANSION JOINT
FBC 2010	----	FLORIDA BUILDING CODE (2010)
F.D.	----	FIRE DAMPER
F.F.E.	----	FINISH FLOOR ELEVATION
F.F.@E	----	FIXTURES, FURNITURE, AND EQUIPMENT
F.F.P.C.	----	FLORIDA FIRE PROTECTION CODE
FIXT.	----	FIXTURE
FLASH.	----	FLASHING
FL.D.	----	FLOOR DRAIN
F.O.F.	----	FACE OF FINISH
F.R.	----	FIRE RATED
GA.	----	GAUGE
GALV.	----	GALVANIZED
GEN.	----	GENERATOR
GL.	----	GLASS
G.W.B.	----	GYPSUM WALL BOARD
H/C	----	HANDICAP
HC	----	HOLLOW CORE
HDWD.	----	HARDWOOD
HM	----	HOLLOW METAL
HORIZ.	----	HORIZONTAL
HGT.	----	HEIGHT
H.P.	----	HIGH POINT
I.DIA.	----	INSIDE DIAMETER
INSUL.	----	INSULATION
INT.	----	INTERIOR
INV.	----	INVERT
JT.	----	JOINT
KIT.	----	KITCHEN
LAV.	----	LAVATORY
L.F.	----	LINEAR FEET
L.P.	----	LOW POINT
MAX.	----	MAXIMUM
MECH.	----	MECHANICAL
MFR.	----	MANUFACTURER
MGR.	----	MANAGER
MH.	----	MANHOLE
MIN.	----	MINIMUM
MISC.	----	MISCELLANEOUS
M.O.	----	MASONRY OPENING
MTL.	----	METAL
NA	----	NOT APPLICABLE
NC	----	NON-COMBUSTIBLE
N.I.C.	----	NOT IN CONTRACT
NO. / NUM	----	NUMBER
NOM.	----	NOMINAL
N.T.S.	----	NOT TO SCALE
O.C.	----	ON CENTER
O.D.	----	OUTSIDE DIAMETER
O.F.I.C.	----	OWNER FURNISHED, CONTRACTOR INSTALLED
OFF.	----	OFFICE
OPNG.	----	OPENING
P.L.	----	PROPERTY LINE
P.LAM.	----	PLASTIC LAMINATE
PLAS.	----	PLASTER
PLUM.	----	PLUMBING
PLYWD.	----	PLYWOOD
P.O.B.	----	POINT OF BEGINNING
PR.	----	PAIR
PTD.	----	PAINTED
R.	----	RISER
RAD.	----	RADIUS
R.D.	----	ROOF DRAIN
REF.	----	REFERENCE
REFL.	----	REFLECTED
REINF.	----	REINFORCED
REQ.	----	REQUIRED
RM.	----	ROOM
R.O.	----	ROUGH OPENING
RT	----	RESILIENT TILE
SC	----	SOLID CORE
SCHD.	----	SCHEDULE
SERV.	----	SERVICE
SHR.	----	SHOWER
SHT.	----	SHEET
SIM.	----	SIMILAR
SPECS.	----	SPECIFICATIONS
SQ.	----	SQUARE
SL.	----	SLOPE
SLD.	----	SLIDING
SREF 1999	----	STATE REQ. FOR EDU. FACILITIES (1999 ED.)
S.S.	----	SERVICE SINK
S.STL.	----	STAINLESS STEEL
STL.	----	STEEL
STOR.	----	STORAGE
STRUCT.	----	STRUCTURAL
SUSP.	----	SUSPENDED
SYM.	----	SYMMETRICAL
T.	----	TREAD
TEL.	----	TELEPHONE
TEMP.	----	TEMPERED
THK.	----	THICKNESS
T.O.	----	TOP OF
TYP.	----	TYPICAL
UA	----	UNLIMITED AREA
U.C.	----	UNDER COUNTER
U.L.	----	UNDERWRITERS LABORATORY
U.N.O.	----	UNLESS OTHERWISE NOTED
VERT.	----	VERTICAL
VEST.	----	VESTIBULE
V.I.F.	----	VERIFY IN FIELD
VWC	----	VINYL WALL COVERING
VT	----	VINYL TILE
W/	----	WITH
W.C.	----	WATER CLOSET
WD.	----	WOOD
W/O	----	WITHOUT
WP.	----	WATERPROOF
WT.	----	WEIGHT

BLUE HORIZON ENGINEERING
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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: NEW PRE-FAB STEEL BUILDING

PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

A-0.1
SHEET NUMBER

REMAINDER OF LOT 7 BLOCK 6 (NOT INCLUDED)

LOT AREA = 26000 SQFT
REQUIRED GREEN AREA (10% OF LOT AREA) = 2600 SQFT
PROPOSED GREEN AREA = 2600 SQFT

EXIST'G FENCE

S88° 12'55"W 200.00' (D)

EXIST'G WALL 0.5'W

9'-2"

10'-4"

GRASS AREA = 1855 SQFT

40'-0"

178'-7"

21'-3"

10'-4"

OHL

6' U.E. (PLAT)

NEW PARKING LOT

5' ACC. AISLE

OHL NEW CURB CUT

DOTTED LINE OF EXIST'G FENCE TO BE DEMO

24'

62.4'

20' TYP

10' 10' 10' 10' 10' 10' 12' 12'

ACC. ACC.

8'

8 7 6 5 4 3 2 1

NEW CONC. WALK

S01° 47'05"E 130.00' (D)

N01° 47'05"W 130.00' (D)

NW 24TH COURT

60' RIGHT-OF-WAY
ASPHALT ROADWAY

LOT 4
BLOCK 6

THE SOUTH 130.00 FEET OF LOT 7 BLOCK 6 (INCLUDED)

VACANT LOT #XX

11 12 13 14 15 16 17 18 19 20 — 10' 10' 10' 10' 10' 10' 10' 10' 10' 10'

20'

6' 6'

7.5'

100'

NEW ONE STORY STL.-FRAMED OFFICE / WAREHOUSE BLDG

60' 60'

ONE WAY

9 10'-0"

23'

10

13'-9"

20'-10"

25'

OHL NEW CURB CUT

30'

74'-1"

100'

99'-4"

12'

GRASS AREA = 745 SQFT

25'

EXIST'G WALL 0.2'W

EXIST'G FENCE 0.7'N

N88° 12'55"E 200.00' (D)

EXIST'G FENCE 1.1'E, 0.4'S

LOT 6
BLOCK 6

N

1 PROPOSED SITE PLAN
3/32" = 1'-0"

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SP-1.0
SHEET NUMBER

REMAINDER OF
LOT 7
BLOCK 6
(NOT INCLUDED)

LOT AREA = 26000 SQFT
REQUIRED GREEN AREA (10% OF LOT AREA) = 2600 SQFT
PROPOSED GREEN AREA = 2600 SQFT

EXIST'G FENCE

S88° 12'55"W 200.00' (D)

EXIST'G WALL
0.5'W

9'-2"

GRASS AREA = 1855 SQFT

EXIST'G FPL
TRANSFORMER

40'

178'-7"

21'-3"

6' U.E. (PLAT)

34'-5"

10'-4"

24'

62.4'

NEW PARKING LOT

5' ACC. AISLE

11 12 13 14 15 16 17 18 19 20

10' 10' 10' 10' 10' 10' 10' 10' 10' 10'

20' TYP

8'

10' 10' 10' 10' 10' 12' 12'

8 7 6 5 4 3 ACC. 2 ACC. 1

NEW CONC. WALK

NEW ELEC
METER

100'

ELEC
TO NEW EP

SAN
NEW DRAIN

WATER
NEW SUPPLY
LINE

NEW MAIN
SHUTOFF

NEW ONE STORY
STL.-FRAMED OFFICE /
WAREHOUSE BLDG
4,393 SF WAREHOUSE
1,607 SF OFFICE

60'

60'

10

25'

12'

13'-9"

30'

25'

LOT 4
BLOCK 6

S01° 47'05"E 130.00' (D)

THE SOUTH 130.00 FEET
OF LOT 7
BLOCK 6
(INCLUDED)

6' 6'

20'-0"

7.5'

74'-1"

100'

99'-4"

GRASS AREA = 745 SQFT

EXIST'G WALL
0.2'W

EXIST'G FENCE
0.7'N

N88° 12'55"E 200.00' (D)

N01° 47'05"W 130.00' (D)

EXIST'G WATER
METER (VIF)

EXIST'G FENCE
1.1'E, 0.4'S

EXIST'G
SEWER C.O.
(VIF)

OHL WATER SAN ELEC

60' RIGHT-OF-WAY
ASPHALT ROADWAY

NW 24TH COURT

LOT 6
BLOCK 6

N

1 PROPOSED SITE PLAN - UTILITIES
3/32" = 1'-0"

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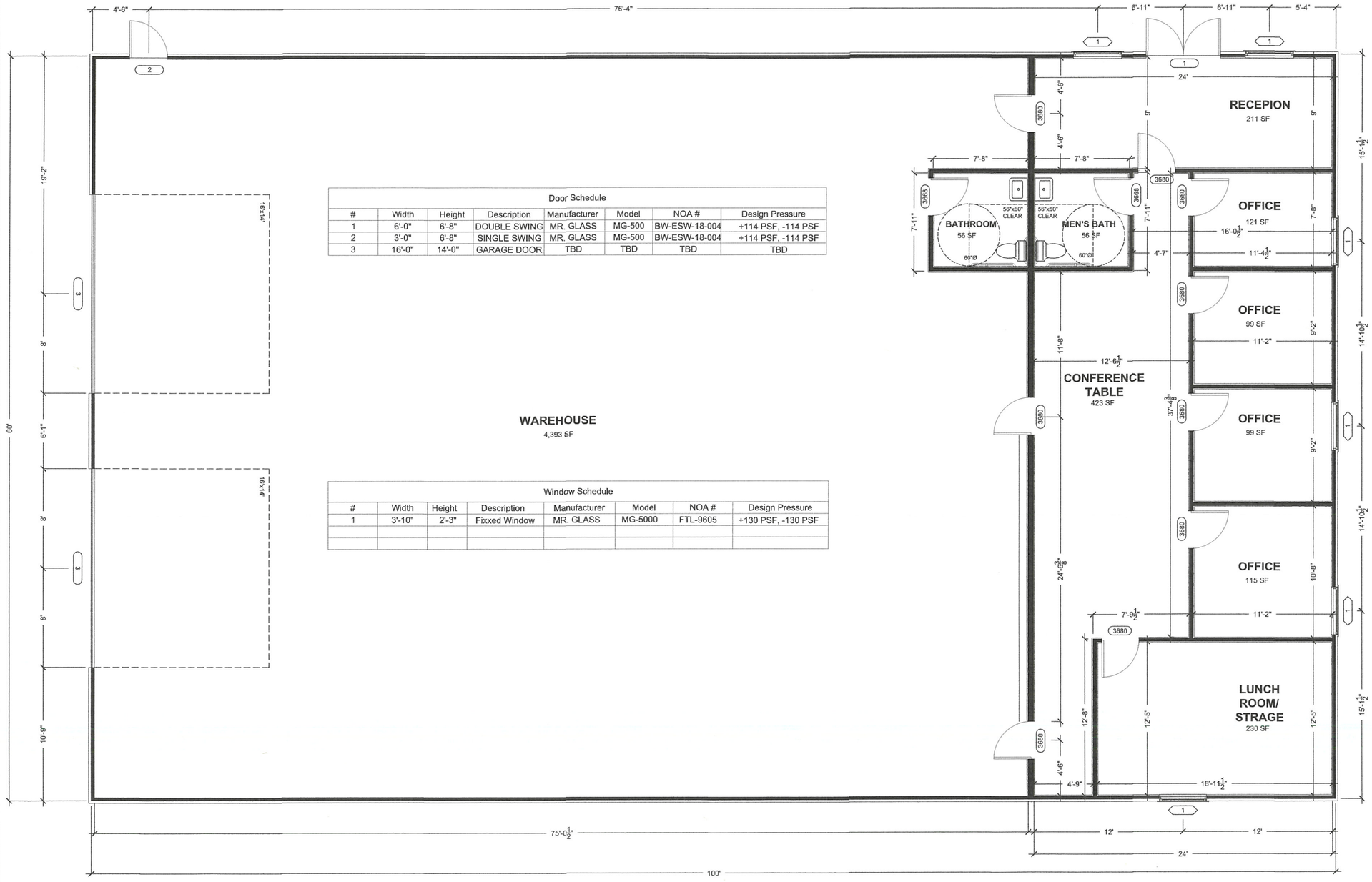
SP-1.1
SHEET NUMBER



Door Schedule							
#	Width	Height	Description	Manufacturer	Model	NOA #	Design Pressure
1	6'-0"	6'-8"	DOUBLE SWING	MR. GLASS	MG-500	BW-ESW-18-004	+114 PSF, -114 PSF
2	3'-0"	6'-8"	SINGLE SWING	MR. GLASS	MG-500	BW-ESW-18-004	+114 PSF, -114 PSF
3	16'-0"	14'-0"	GARAGE DOOR	TBD	TBD	TBD	TBD

Window Schedule							
#	Width	Height	Description	Manufacturer	Model	NOA #	Design Pressure
1	3'-10"	2'-3"	Fixxed Window	MR. GLASS	MG-5000	FTL-9605	+130 PSF, -130 PSF

LEGEND

- NEW ±6.25" EXTERIOR STL. FRAMED WALL
  -- METAL SIDING ON 2"x3" 14 GA HSS POST @ 4' O.C.
  -- R-13 BATT + R-5 CI
  -- 5/8" FINISHED GYP (ONE SIDE)
- NEW ±5.25" EXTERIOR STL. FRAMED WALL
  -- METAL SIDING ON 2"x3" 14 GA HSS POST @ 4' O.C.
- NEW 7.5" INTERIOR WOOD PARTITION
  -- 2"x6" WOOD STUDS @ 16" O.C.
  -- R-19 BATT INSULATION
  -- 5/8" FINISHED GYP (BOTH SIDES)
- NEW 5.5" INTERIOR WOOD PARTITION
  -- 2"x4" WOOD STUDS @ 16" O.C.
  -- 5/8" FINISHED GYP (BOTH SIDES)

TOTAL GROSS SF = 6,060 SF

1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: NEW PRE-FAB STEEL BUILDING

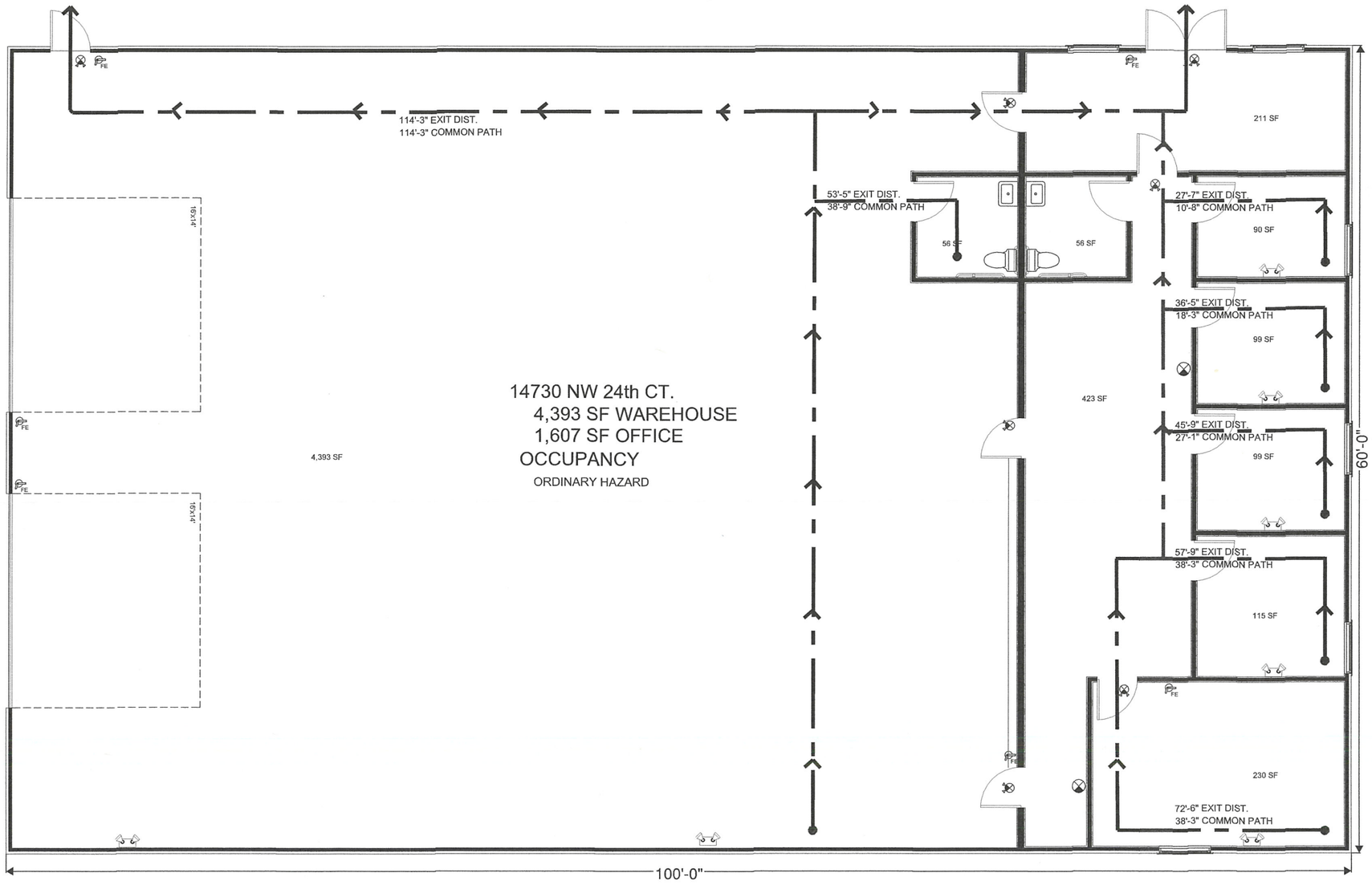
PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

A-1.0
SHEET NUMBER



SCOPE OF WORK:

THIS PROJECT CONSIST OF :
-STRUCTURAL FOUNDATION FOR NEW STEEL BUILDING
-CONSTRUCTION OF NEW PRE-FAB STEEL BUILDING
-SITE PARKING
MECHANICAL:
-INSTALL NEW AC AND AHU AS SHOWN.
ELECTRICAL:
-INSTALL NEW ELECTRICAL SERVICE, METER AND PANEL.
-RECEPTACLES AND LIGHTING SHALL BE INSTALLED AS
-SHOWN.
PLUMBING:
-THE SANITARY AND WATER SUPPLY LINES SHALL BE
-INSTALLED AS SHOWN.

GENERAL NOTES:

1. MAINTAIN EXISTING RATING IN FIRE-RATED PARTITIONS. PATCH & MATCH AS REQUIRED FOR LIKE NEW FINISH.
2. ALIGN NEW PARTITIONS WITH ADJACENT EXISTING PARTITIONS WHERE THEY ABUT.
3. CONTRACTOR TO COORDINATE ALL WORK WITH OWNER

BUILDING CODE INFORMATION

GOVERNING CODE:	FLORIDA BUILDING CODE 7th EDITION (2020) - BUILDING FLORIDA BUILDING CODE 7th EDITION (2020) - EXISTING BUILDING FLORIDA FIRE PREVENTION CODE 2020, 7th EDITION (INCLUSIVE OF NFPA 1 2018 ED. & NFPA 101 2018 ED.) FLORIDA ACCESSIBILITY CODE 2020, 7TH EDITION
PROPERTY ADDRESS:	**10473 NW 24th COURT, MIAMI, FL 33147**
CONSTRUCTION TYPE AS PER TABLE 504.4	TYPE I
MAX. # OF STORIES PERMITTED:	-
MAX. # OF STORIES PROVIDED:	-
MAX. # AREA PERMITTED:	12,500 SF
AREA OF WORK:	**6,060 SF**
EXISTING OCCUPANCY:	OFFICE/STORAGE
OCCUPANCY CALCULATION PER FBC TABLE 1004.5.5 NFPA 101 TABLE 7.3.1.2	FLORIDA BUILDING CODE 2020, 7TH EDITION NFPA 1 FIRE CODE - 2018 ED BUSINESS 1,667 S.F. @ 1/150 S.F.= 11 OCC. STORAGE 4,393 S.F. @ 1/500 S.F.= 9 OCC. TOTAL OCCUPANT LOAD: 20 OCC

FIRE RESISTANCE RATINGS PER (FBC-B TABLE 601)

BUILDING ELEMENT	TYPE I
STRUCTURAL FRAME	0
BEARING WALLS	
EXTERIOR	2
INTERIOR	0
NON BEARING- EXTERIOR	0
INTERIOR PARTITIONS	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION	0
FIRE SPRINKLERS	NO FIRE SPRINKLERS

MEANS OF EGRESS: PER F.B.C. CHAPTER 10

MAX.TRAVEL DISTANCE PERMITTED (FBC TABLE 1017.2):	200'-0" (B)
MAX. TRAVEL DISTANCE PROVIDED:	114'-3"
MIN. CORRIDOR WIDTH REQUIRED:	36"
CORRIDOR WIDTH PROVIDED	4'-6"
EGRESS WIDTH PER PERSON	0.2" LEVEL
MINIMUM CLEAR OPENING REQUIRED	32"
EXITS REQUIRED PER FBC 1006.3.2	2
EXITS (EXISTING PER TENANT)	2
FIRE EXTINGUISHER TYPE	MP5 UL RATING 2A-10B.C
TOTAL FIRE EXTINGUISHERS PROVIDED PER NFPA 10 MAX. TRAVEL DISTANCE TO EXTINGUISHER 75'	1 PER TENANT SPACE

PLUMBING FIXTURE CALCULATIONS:

PER FBC-PLUMBING 7th ED. (2020) TABLE 403.1

TOTAL OCCUPANT LOAD: 20 OCC

OCCUPANCY "B"	W.C. (1 PER 500)		LAVATORIES (1 PER 750)		DRINKING FOUNTAINS (1 PER 1000)		SERVICE SINKS	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
20 OCC.	1	2	1	1	1	1	1	2

GENERAL NOTE:

AT THE TIME OF PERMIT APPLICATION NO LOW OR HIGH PILE STORAGE IS INTEDED FOR USE WITHIN THE TENANT SPACE. ANY LOW OR HIGH PILE STORAGE SYSTEMS SHALL REQUIRE A PERMIT WITH THE CITY OF OPA-LOCA.

INTERIOR FIN. NOTES

1. ALL INTERIOR FINISHES SHALL BE CLASS 'C' RATED AS PER FBC TABLE 803.5.
2. FLOOR COVERING MATERIAL IN PASSAGEWAY AND CORRIDORS SHALL NOT BE LESS THAN CLASS II MATERIAL.

LEGEND

- NEW ±6.25" EXTERIOR STL. FRAMED WALL 2hr Fire Rated
- NEW ±5.25" EXTERIOR STL. FRAMED WALL 2hr Fire Rated
- NEW 7.5" INTERIOR WOOD PARTITION 1hr Fire Rated
- NEW 5.5" INTERIOR WOOD PARTITION 1hr Fire Rated
- EXIT SIGN - DUAL LITE WITH LED LAMPS AND BATTERY BACKUP.
- EXIT SIGN - WITH BATTERY BACKUP.
- EMERG. LT WITH BATTERY BACK-UP
- FE — MP5 U.L. RATED 2A-10B:C FIRE EXTINGUISHER. THE EXTINGUISHER MUST BE MOUNTED WITH ITS LEADING EDGE OR BELOW 27" A.F.F., TO COMPLY WITH ADA PROJECTION GUIDELINES OF F.B.C.-ACCESSIBILITY.
- DENOTES PATH OF TRAVEL EXIT TRAVEL PATH AND COMMON PATH OF TRAVEL WITH EGRESS DISTANCE

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: NEW PRE-FAB STEEL BUILDING

PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

LS-1

SHEET NUMBER

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR AND SHALL VERIFY AND COORDINATE ALL DIMENSIONS AND DETAILS BEFORE PROCEEDING WITH WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER/ARCHITECT.
2. CONTRACTOR SHALL FULLY BRACE AND OTHERWISE PROTECT ALL WORK IN PROGRESS UNTIL THE BUILDING IS COMPLETED.
4. NOTIFY ENGINEER OR ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS.
5. CONTRACTOR TO NOTIFY ENGINEER OF ANY SUBSTITUTIONS OF ANY STRUCTURAL ITEMS OR MATERIALS NOTED ON THESE CONSTRUCTION DOCUMENTS. ENGINEER TO PROVIDE WRITTEN APPROVAL FOR SUBSTITUTED ITEMS PRIOR TO BEGINNING ANY WORK.
6. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DEVIATIONS FROM THESE CONSTRUCTION DOCUMENTS AND SHALL ONLY PROCEED ONCE WRITTEN APPROVAL IS PROVIDED BY THE ENGINEER.

DESIGN AND LOADING

1. THE INTENDED DESIGN STANDARDS (LATEST EDITION) AND/OR CRITERIA ARE AS FOLLOWS:
   - 1.1. FLORIDA BUILDING CODE - BUILDING, SEVENTH EDITION
   - 1.2. (FBC - 2020)
   - 1.3. FLORIDA BUILDING CODE - RESIDENTIAL, SEVENTH EDITION (FRC - 2020)
   - 1.4. NSD - 2018: NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION
   - 1.5. ASCE 7-16: MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES
   - 1.6. WOOD TRUSSES: TPI

2. DESIGN LOADS

   A. LIVE LOADS:
      ROOF = 20 PSF

   B. DEAD LOADS:
      ROOF = 20 PSF

   C. WIND VEL. (3 SEC GUST) = 170 MPH, ULT. 132 MPH ASD,
      EXPOSURE = C
      RISK CATEGORY= II

FOUNDATION NOTES

1. THE FOUNDATION DESIGN OF THIS BUILDING WAS BASED ON THE FOLLOWING CRITERIA:

   A. MINIMUM ALLOWABLE SOIL BEARING CAPACITY = 1500 PSF (ASSUMED/VERIFY).
   B. PROVIDE 10MIL STEGO WRAP VAPOR BARRIER BENEATH THE NEW SLAB AND INSIDE FACE OF ALL FOUNDATIONS AND FOUNDATION WALLS

2. ALL FOUNDATION EXCAVATIONS SHALL BE INSPECTED BY A SOILS TESTING LABORATORY PRIOR TO PLACEMENT OF CONCRETE.

CONCRETE AND REINFORCING:

1. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, ACI-318".
2. ALL CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH, F'C = 3000 PSI (NORMAL WEIGHT)
3. ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE, NEW BILLET STEEL, DEFORMED BARS, CONFORMING TO ASTM A-615, GRADE 60. ALL BARS SHALL BE SECURELY SUPPORTED AND WIRED IN PLACE.
4. ALL WELDED WIRE FABRIC (W.W.F.) IN FLAT SHEETS ONLY AND SHALL CONFORM TO ASTM A-185.
5. DETAIL REINFORCEMENT IN ACCORDANCE WITH ACI 315
6. CONCRETE COVERAGE:

   - 6.1. CONCRETE CAST AGAINST EARTH = 3"
   - 6.2. CONCRETE EXPOSED TO WEATHER = #6 OR GREATER 2", #5 OR LESS 1"
   - 6.3. CONCRETE NOT EXPOSED TO WEATHER OR CONTACT WITH GROUND
   - 6.4. SLABS, WALLS, AND JOISTS = #11 OR SMALLER
   - 6.5. BEAMS AND COLUMNS = 1

7. LAP SPLICE SHALL BE: #5 BAR = 25", #4 BAR = 20", #3 BAR 15"

STEEL REINFORCING

SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE AND RUST PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.

EPOXY:

ANCHORING ADHESIVE SHALL BE A TWO COMPONENT 100% SOLIDS EPOXY BASED SYSTEM SUPPLIED IN MANUFACTURERS STANDARD CARTRIDGE AND DISPENSE THROUGH A STATIC-MIXING NOZZLE SUPPLIED BY THE MANUFACTURER. EPOXY SHALL MEET THE MINIMUM REQUIREMENTS OF ASTM C-881 SPECIFICATIONS FOR TYPE I, II, IV AND V, GRADE 3, CLASS B AND C AND MUST DEVELOP A MINIMUM 12650 PSI COMPRESSIVE YIELD STRENGTH AFTER 7 DAYS CURE. EPOXY MUST HAVE A HEAT DEFLECTION TEMPERATURE OF A MINIMUM 136F (58 C)

A. SIMPSON "SET-XP" HIGH STRENGTH EPOXY OR EQUIVALENT
B. DRILL HOLE $\frac{1}{8}$" DIAMETER OVER REBAR SIZE TO DEPTHS SHOWN PER DRAWINGS.
C. REMOVE DUST FROM HOLE WITH OIL-FREE COMPRESSED AIR. CLEAN WITH NYLON BRUSH AND BLOW OUT REMAINING DUST.
D. FILL HOLE 1/2 - 2/3 FULL, STARTING FROM THE BOTTOM OF THE HOLE TO PREVENT AIR POCKETS, WITHDRAW NOZZLE AS HOLE FILLS UP.
E. REBAR TO BE CLEAN AND OIL FREE. INSERT REBAR, TURNING SLOWLY UNTIL REBAR CONTACTS BOTTOM OF HOLE, DO NOT DISTURB DURING CURE TIME.
F. REFER TO MANUFACTURERS SPECIFICATIONS FOR ADDITIONAL INFORMATION.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE AISC "STEEL CONSTRUCTION MANUAL", 14TH EDITION.

2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS:

   A. ANCHOR RODS F1554, GRADE 36 U.N.O.
   B. HIGH STRENGTH STRUCTURAL BOLTS A325-N U.N.O.
   C. STRUCTURAL SHAPES (W) A992
   D. STRUCTURAL SHAPES (M, S, C, MC, PLATES) A36
   E. STRUCTURAL SHAPES (HP) A572
   F. STRUCTURAL TUBING (HSS) A500 GRADE B
   G. STRUCTURAL ANGLES A36

3. ALL WELDING ELECTRODES SHALL BE E70-XX. ALL SHOP AND FIELD WELDING SHALL BE MADE IN ACCORDANCE WITH A.W.S. D1.1 "CODE FOR WELDING IN BUILDING CONSTRUCTION" AND SHALL BE MADE BY CERTIFIED WELDERS.

SHOP DRAWINGS

1. SHOP DRAWING SUBMITTALS SHALL CONSIST OF A MINIMUM OF 2 REPRODUCIBLES OF EACH DRAWING.

2. SHOP DRAWINGS SHALL BE REVIEWED BY CONTRACTOR TO VERIFY THAT SUBMITTAL IS COMPLETE PRIOR TO SUBMITTING TO ARCHITECT/ENGINEER.

3. DRAWINGS CREATED BY THE ENGINEER OF RECORD CANNOT BE REPRODUCED AND/OR USED AS A SHOP DRAWING SUBMITTAL. SHOP DRAWING SUBMITTALS SHALL INCLUDE THE FOLLOWING:
   A. CONCRETE MIX DESIGN
   B. FOUNDATION REINFORCING BARS
   C. PRE-ENGINEERED BUILDING STRUCTURE WITH CALCULATIONS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER.

ABREVIATIONS

U.N.O	UNLESS NOTED OTHERWISE
V.I.F.	VERIFY IN FIELD
V.I.G.	

CONTRACTORS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING AND/OR ADJACENT STRUCTURES, STREETS, AND SIDEWALKS DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. SHOULD A DISCREPANCY BE FOUND STOP WORK IMMEDIATELY AND NOTIFY ENGINEER.
3. CONTRACTOR SHALL WORK THE STRUCTURAL PLANS IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
4. EXISTING STRUCTURE: CONTRACTOR SHALL REVIEW THE ORIGINAL CONSTRUCTION DRAWINGS OF THE EXISTING BUILDING PRIOR TO BIDDING AND DURING CONSTRUCTION TO VERIFY THE EXISTING MEMBERS AFFECTED BY THE NEW CONSTRUCTION.
5. THE USE OF SCALE TO OBTAIN DIMENSIONS NOT SHOWN ON THESE PLANS IS STRICTLY FORBIDDEN. THE ENGINEER WILL NO BE RESPONSIBLE FOR ERRORS RESULTING FROM SUCH ACTION.
6. IN CASE OF DISCREPANCIES BETWEEN THE ARCHITECTURAL AND STRUCTURAL PLANS, THE ARCHITECTURAL PLANS SHALL GOVERN UNLESS STRENGTH IS AFFECTED.
7. ALL SPECIFIED MATERIALS AND CONNECTORS CAN BE SUBSTITUTED WITH EQUAL OR BETTER, WITH THE APPROVAL OF ENGINEER OF RECORD.
8. CONTRACTOR SHALL BE THE ONLY PARTY RESPONSIBLE OF THE DESIGN, INSTALLATION AND DISMANTLING OF TEMPORARY SHORING.

TERMITE PROTECTION STATEMENT

TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICEDES, INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS, AND PESTICIDES APPLIED TO WOOD, OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES" IN COMPLIANCE WITH FBC 2020 R318.

DRAWING INDEX

S-0.0 NOTES AND LEGENDS
S-1.0 FOUNDATION PLAN
S-2.0 SECTIONS AND DETAILS

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PROJECT NAME
-

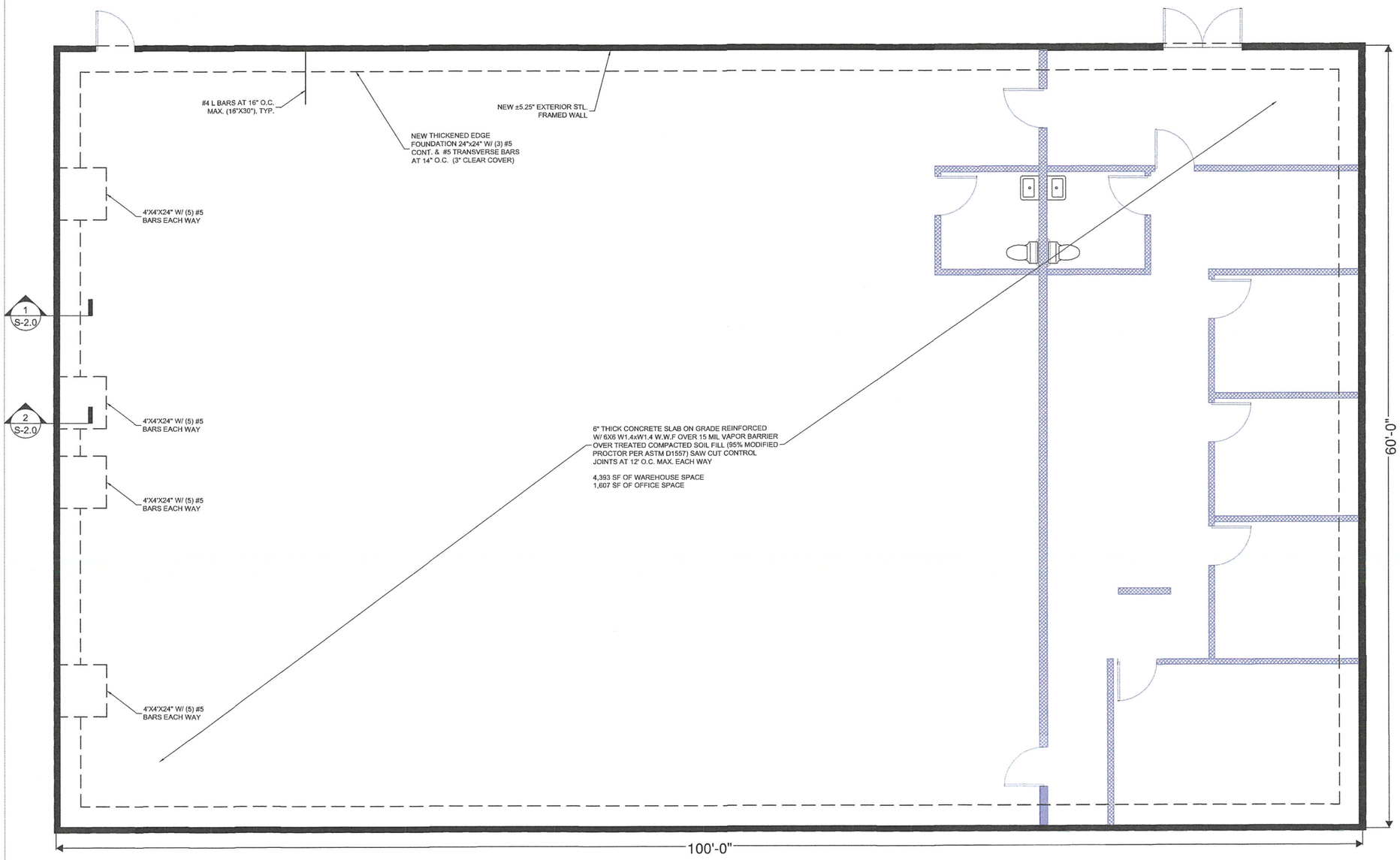
PROJECT ADDRESS
14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
REV	DESCRIPTION	xx/xx/xx

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: NM
Designed by: NM
Checked by: JV
Project Number: 230247

S-0.0
SHEET NUMBER



1 FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND

- OUTLINE OF EXTERIOR PRE-ENGINEERED BUILDING WALLS (TO BE DESIGNED BY OTHERS)
- INTERIOR PARTITION WALLS

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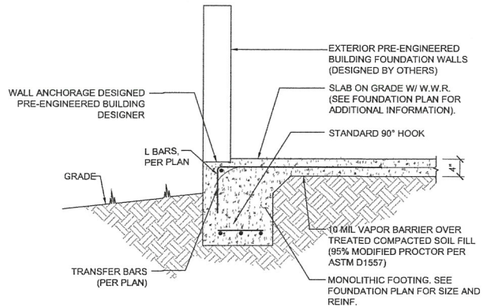
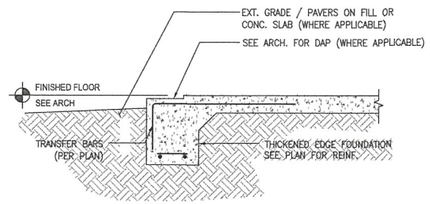


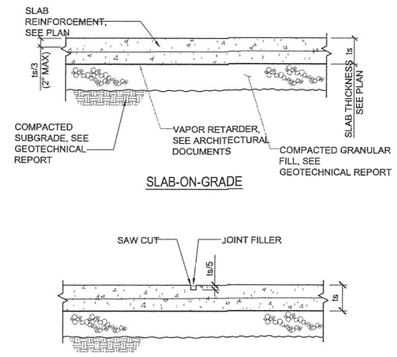
1 TYPICAL SPREAD FOUNDATION DETAIL @ EXTERIOR MASONRY WALL

SCALE: 3/4"=1'-0"



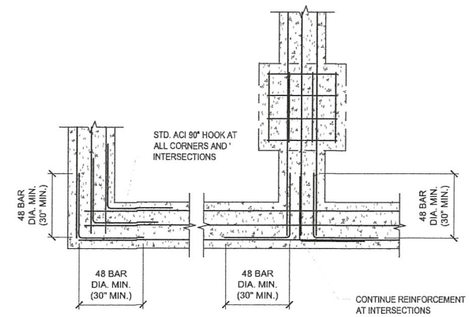
2 TYPICAL SPREAD FOUNDATION @ OPENING

SCALE: 3/4"=1'-0"



3 TYPICAL SLAB ON GRADE WITH WELDED WIRE REINFORCEMENT

SCALE: 3/4"=1'-0"



4 CONC. FOUNDATION INTERSECTION DETAIL

SCALE: N.T.S.

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PROJECT NAME
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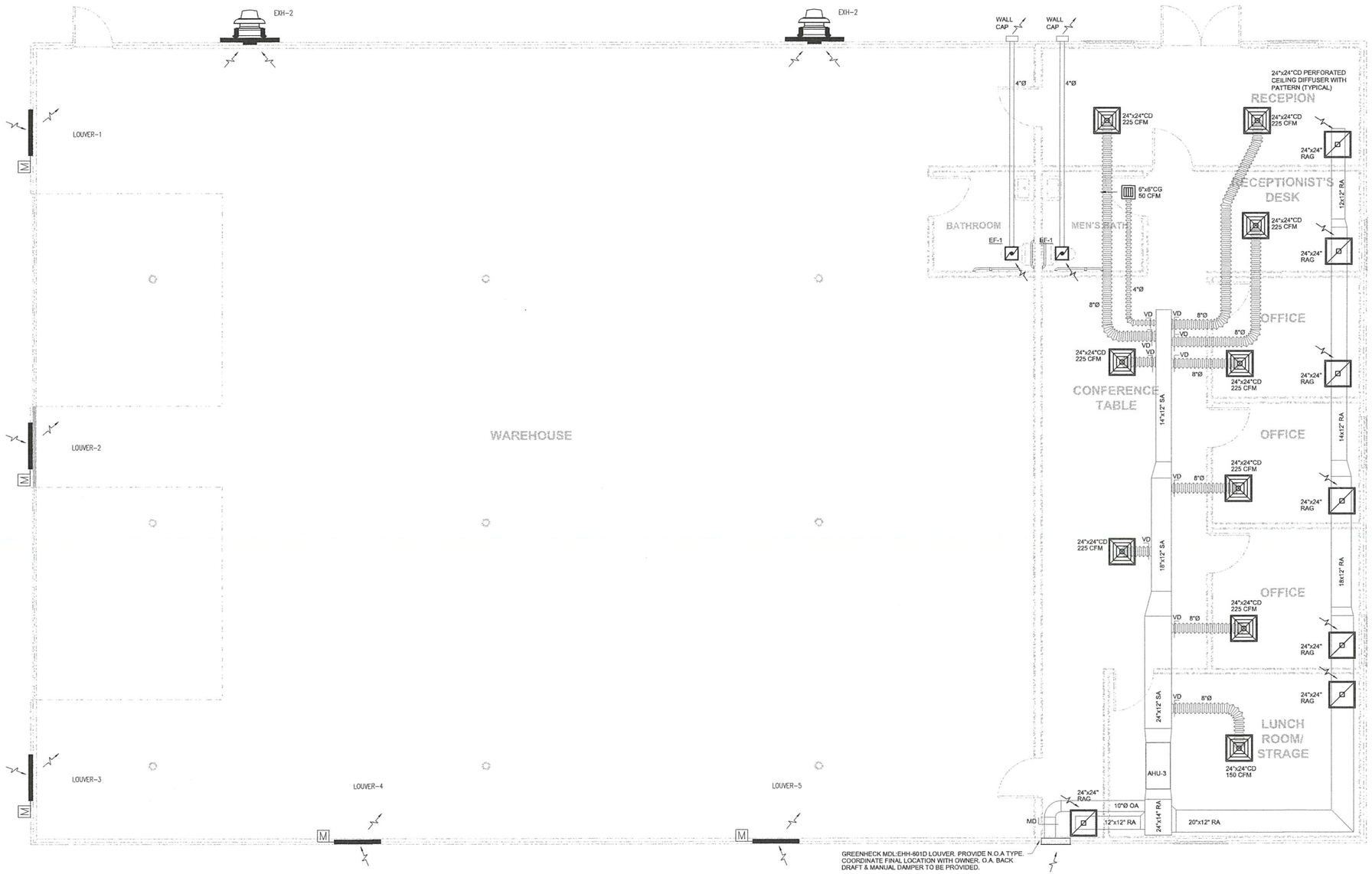
PROJECT ADDRESS
14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
REV	DESCRIPTION	xx/xx/xx

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: NM
Designed by: NM
Checked by: JV
Project Number: 230247

S-2.0
SHEET NUMBER



1 / M-1 MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

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PROJECT NAME: OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS: 14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
0	INITIAL SUBMISSION	01/06/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

M1

MINIMUM VENTILATION CALCULATIONS

SPACE DESCRIPTION	(2) POPULATION #	AREA (SQFT)	(1) CEILING HEIGHT (FT)	(1) TOTAL AIR CHANGE RATE	(1) OUTDOOR AIR CHANGE RATE	(2) PEOPLE OUTDOOR AIRFLOW RATE (CFM / PERSON)	(2) AREA OUTDOOR AIRFLOW RATE (CFM / SQFT)	VENTILATION REQUIRED (CFM)	VENTILATION PROVIDED (CFM)	EXHAUST PROVIDED (CFM)
WAREHOUSE	-	4,393	20	N/A	2	5.0	0.06	3,193	3,200	3,250
TOTAL FOR EXHAUST FAN	-	4,393							3,200	3,250

TOTAL	3,200	3,250
DIFFERENCE	-50	POSITIVE

NOTES:

1. VALUES ARE BASED ON ASHRAE 170-2017, TABLE 7.1 DESIGN PARAMETERS.
2. VALUES ARE BASED ON FBC (2023) MECHANICAL, CHAPTER 4, TABLE 403.3.1.1 MINIMUM VENTILATION RATES.
3. FACILITY OPERATES LESS THAN 8,000 HOURS PER YEAR AND PERCENT (%) OUTDOOR AIR AT FULL DESIGN AIRFLOW RATE COMPLIES WITH 2018 IBC (2018) ENERGY CONSERVATION, TABLE C403.2.7(1).

MOTORIZED DAMPER SCHEDULE

LABEL	AREA SERVED	MANUFACTURER & MODEL NUMBER	CFM	BLADE	BLADE SEALS	BEARINGS	SIZE	VELOCITY UP TO	AIR FLOW	POWER	ELECTRIC
MO-1	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-2	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-3	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-4	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-5	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120

EXHAUST FAN SCHEDULE

LABEL	AREA SERVED	MANUFACTURER & MODEL NUMBER	CFM	SP	MOUNTING ARRANGEMENT	WATT/ HP	RPM	VOLTAGE	NOTES
EF-1	BATHROOM #1	GREENHECK SPAP0511W	50	0.25	CABINET - CEILING	11/-	820	115V,1P	②③
EXH-2	WAREHOUSE	GREENHECK CUBE-140-10	1600		WALL	-/1.02	1708	208V,3P	⑱⑪

① THERMOSTAT CONTROLLED ② SWITCH W/ LIGHTS ③ W/ BACK DRAFT DAMPER. ④ CONTINUOUS. ⑤ BELT DRIVEN ⑥ SPEED CONTROLLER
⑦ INTERLOCK W/ AC ⑧ MOTORIZED DAMPER ⑨ INTERLOCK W/ FIRE SUPPRESSION SYSTEM ⑩ CO SENSOR ⑪ NO2 SENSOR

AIR DISTRIBUTION SCHEDULE

AIR DISTRIBUTION DEVICE DETAIL	SYMBOL	SIZE (INxIN) FACE	SIZE (INxIN) NECK	SEE PLAN	MANUF.	MODEL SERIES	SYSTEM	MOUNTING	VOLUME DAMPER
	CD	24x24			PRICE	AMD-36-B12	SUPPLY	T-BAR	VCR 7
LOUVERED FACE DIRECTIONAL DIFFUSER									
	RAG	24x24	22x22		PRICE	635-TB-L-B12	RETURN	T-BAR	---
LOUVERED FACE RETURN GRILLE									

NOTES:

1. REFER TO PLAN FOR QUANTITY, LOCATION AND AIR THROW PATTERN.
2. FLEXIBLE DUCT CONNECTION BETWEEN DUCT BRANCH AND DIFFUSER SHALL BE THE SAME SIZE AS THE DIFFUSER NECK DIAMETER.
3. SPECIFIED MANUFACTURERS AND MODELS ARE FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL PROVIDE CUT SHEET FOR PROPOSED NEW AIR DISTRIBUTION DEVICES. APPROVED MANUFACTURERS ARE: TITUS, METALAIRE AND PRICE.

BUILDING AIR FLOW RECAPITULATION SCHEDULE

A/C EQUIP. TAG No.	AREA SERVED SPACE CATEGORY	AREA SERVED NET SQ. FT.	AIR CLASS	PEOPLE	OUTSIDE AIR RATES CFM/PERSON	OUTSIDE AIR RATES CFM/SQ.FT.	TOTAL OUTSIDE AIR REQUIRED	TOTAL OUTSIDE AIR USED	AIR EXHAUSTED OR TRANSFER	EXH. EQUIP. TAG No.
AHU-1	BUSINESS	1500	1	14	7.5	0.12	285	285	-50	EF-1
						SUB-TOTALS		+285	-50	
						BUILDING PRESSURIZATION			+ 235 CFM	

NOTES:

1. OUTDOOR AIR PROVISIONS FOR VENTILATION SHALL SATISFY THE MINIMUM REQUIREMENTS FOR ACCEPTABLE INDOOR AIR QUALITY AS PER ASHRAE 62.1, VENTILATION RATE PROCEDURE.
2. OUTSIDE AIR RATES Rp AND Ra AS PER 2020 F.B.C.(M) TABLE 403.3.

1. GENERAL NOTES
   A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (MECHANICAL 2023) AND WITH ALL APPLICABLE REGULATIONS.
   B. DRAWINGS: REFER TO ALL DRAWINGS FOR COORDINATION OF THE HVAC WORK.
   C. ARRANGE AND PAY FOR ALL PERMITS LICENSES, INSPECTIONS AND TESTS. OBTAIN THE REQUIRED CERTIFICATES AND PRESENT TO OWNER.
   D. GUARANTEE: THE COMPLETED INSTALLATION SHALL BE FULLY GUARANTEED AGAINST DEFECTIVE MATERIALS AND/OR IMPROPER WORKMANSHIP FOR A MINIMUM OF ONE YEAR FOR MATERIAL AND LABOR. ALL COMPRESSORS SHALL BE GUARANTEED FOR 5 YEARS MINIMUM.
2. DUCT AND ENVELOPE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH FLORIDA BUILDING CODE, ENERGY, 7TH EDITION SECTIONS R402.4.1.2 AND R403.3.3
3. DESIGN PARAMETERS:
   A. INDOOR DESIGN TEMPERATURE (SUMMER): 72F DB
   B. INDOOR DESIGN TEMPERATURE (WINTER): 72F DB
4. ALL THERMOSTATS SHALL HAVE HEATING MODE MAXIMUM SETTING OF 75 F, AND COOLING MODE MINIMUM SETTING OF 70 F. THE THERMOSTAT SHALL BE ARRANGED TO PREVENT THE SIMULTANEOUS OPERATION OF HEATING AND COOLING.
5. ELECTRICAL CONTROLS AND POWER WIRING: UNDER ELECTRICAL CONTRACT.
6. EQUIPMENT SPECIFIED BY MANUFACTURER'S NUMBER SHALL INCLUDE ALL ACCESSORIES, CONTROLS, ETC., LISTED IN THE CATALOG AS STANDARD WITH THE EQUIPMENT. OPTIONAL OR ADDITIONAL ACCESSORIES SHALL BE FURNISHED AS SPECIFIED.
7. MATERIALS:
   A. REFRIGERANT PIPING: SHALL BE TYPE L SOFT DRAWN, COPPER TUBING, DEHYDRATED FOR REFRIGERANT USE. SIZED AS SHOWN ON DRAWINGS OR AS PER AIR CONDITIONING EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
   B. INSULATION: REFRIGERANT SUCTION PIPING AND CONDENSATE PIPES SHALL BE INSULATED WITH 3/4" THICK FOAMED PLASTIC INSULATION, FIRE RETARDANT TYPE. INSULATION SHALL BE INSTALLED IN PIPING BEFORE ASSEMBLY. NO SPLIT INSULATION WILL BE ACCEPTABLE. SEAL JOINTS WITH MANUFACTURER'S APPROVED ADHESIVE AND GREY TAPE.
   C. DUCTWORK:
      A. ALL SUPPLY AIR DUCTWORK SHALL BE 1-1/2" THICK FIBERGLASS DUCTBOARD, FABRICATED AND INSTALLED AS PER LATEST EDITION OF SMACNA "FIBROUS GLASS DUCT MANUAL". R-6.0 MIN.
      B. ALL OUTDOOR AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL OR ALUMINUM DUCT NOT LIGHTER THAN 24 GAGE.
      C. ALL DUCT DIMENSIONS ARE CLEAR INSIDE DIMENSIONS.
      D. FLEXIBLE INSULATED DUCTWORK WITH 1-1/2" THICK FIBERGLASS INSULATION WITH FRK VAPOR BARRIER. R-6.0 MIN.
8. CONTROLS: AIR CONDITIONING UNITS SHALL BE STARTED AND STOPPED THRU INDIVIDUAL PROGRAMMABLE THERMOSTAT. INDIVIDUAL THERMOSTATS SHALL START/STOP FANS AND ACTIVATE COOLING/HEATING SYSTEMS AS SELECTED.
9. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID ANY INTERFERENCES THAT MAY DELAY PROGRESS OF CONSTRUCTION. CONTRACTOR SHALL INSTALL ALL NECESSARY OFFSETS, BENDS, AND TRANSITIONS REQUIRED TO PROVIDE A COMPLETE SYSTEM AT NO ADDITIONAL COST TO OWNER.

SPLIT HVAC EQUIPMENT SCHEDULE

AIR HANDLING UNIT	UNIT DESIGNATION		AHU-1
	AREA SERVED		-
	UNIT MANUFACTURER		RHEEM
	MODEL NUMBER		RHSL-HM6021JA
	NOMINAL TONS		5.0
	SYSTEM EER/SEER2		--/13.5
	TOTAL AIR SUPPLY	CFM	2000
	OUTSIDE AIR	CFM	285 EACH
	RETURN AIR	CFM	1715 EACH
	EXTERNAL STATIC PRESSURE	I.W.G.	0.4
	FAN SIZE	HP	3/4
	FAN MOTOR FLA	AMP	5.2
	ENTERING AIR TEMPERATURE (DB/WB)° F		80 / 67
	LEAVING AIR TEMPERATURE (DB/WB)° F		55.0 / 53.5
	TOTAL COOLING COIL CAPACITY	MBH	60.0
	TOTAL SENSIBLE HEAT	MBH	43.3
	TOTAL HEATING CAPACITY	MBH	34.5
	ELECTRIC HEATER SIZE (208 V)	Kw	10.0
	MCA / MOCP	AMP	50 / 60
	ELECTRICAL CHARACTERISTICS	V/Ø/Hz	208/1/60
	DIMENSIONS (HxWxD)	in.	50.5x22x22
	WEIGHT	lbs.	166
AIR COOLED CONDENSING UNIT	UNIT DESIGNATION		CU-1
	UNIT MANUFACTURER		RHEEM
	MODEL NUMBER		13AJ608A
	LOCATION		SEE PLANS
	AMBIENT TEMPERATURE	° F	95
	REFRIGERANT	R	410A
	COMPRESSOR MOTOR FLA	AMP	36
	FAN MOTOR SIZE	HP	1/6
	FAN MOTOR FLA	AMP	1.2
	MCA / MOCP	AMP	45 / 60
	ELECTRICAL CHARACTERISTICS	V/Ø/Hz	208/1/60
	DIMENSIONS (HxWxD)	in.	28x32x32
	WEIGHT	lbs.	186

NOTES:

1. SIZE REFRIGERATION PIPING AS PER MANUFACTURER RECOMMENDATIONS. OVERSIZE LINES AS REQUIRED TO COMPENSATE FOR LINE LOSS WITH MINIMUM CAPACITY REDUCTION. SUBMIT SHOP DRAWINGS.
2. AIR HANDLING UNIT SHALL CONTAIN SOLID STATE INTERLOCK BOARD WITH BUILT IN FUSE AND TIME DELAY RELAY.
3. PROVIDE 5 YEAR WARRANTY ON ALL REFRIGERATION COMPONENTS.
4. PROVIDE ALL RELAYS, TRANSFORMERS, ETC. AS REQUIRED FOR COMPLETE OPERATING SYSTEM.
5. UNITS SHALL BE PROVIDED WITH A SYNTHETIC MINIPLEAT FILTER. UNIT CONSTRUCTION AND INSTALLATION SHALL GUARANTEE AN EASY ACCESS TO FILTER SECTION FOR PROPER FILTER INSPECTION AND REPLACEMENT.
6. UNIT INSULATION AND ADHESIVE SHALL COMPLY WITH NFPA 90A REQUIREMENTS FOR FLAME SPREAD AND SMOKE GENERATION. INSULATION SHALL CONTAIN AN EPA REGISTERED IMMOBILIZED ANTI-MICROBIAL AGENT TO EFFECTIVELY RESIST THE GROWTH OF BACTERIA AND FUNGI IN ACCORDANCE WITH ASTM STANDARDS G21 AND G22.
7. FAN MOTOR SHALL BE HIGH EFFICIENCY TYPE.
8. FAN AND MOTORS SHALL BE PROVIDED WITH CIRCUIT PROTECTION.
9. CONDENSATE DRAIN PANS SHALL BE INSULATED AND SLOPED TO OUTLET. PANS SHALL HAVE STAINLESS STEEL LINERS. PROVIDE A OVERFLOW DETECTION SYSTEM CAPABLE OF SHUTDOWN THE UNIT UPON DECTION OF HIGH LEVELS CONDENSATE DRAIN.
10. SUPPORT UNIT HIGH ENOUGH ABOVE CEILING TO ACCOMMODATE CONDENSATE DRAIN TRAPS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
11. THE FAN DRIVE SHALL BE SELECTED FOR 125% OF THE MOTOR RATED HORSEPOWER.
12. CONTRACTOR SHALL GUARANTEE ADEQUATE CLEARANCE ALL AROUND THE UNIT FOR MAINTENANCE ACCESS.
13. CONDENSING UNIT SHALL BE INSTALLED TO WITHSTAND WIND PRESSURE FROM ANY DIRECTION AS PER THE "HVHZ" REQUIREMENTS OF THE F.B.C.
14. ALL UNITS SHALL BE PROVIDED WITH INSULATION LINERS TO PREVENT SURFACE CONDENSATION UNDER ALL CONDITIONS.
15. CONDENSER COILS SHALL BE PROVIDED WITH A PROTECTIVE GUARD.
16. UNIT SHALL BE PROVIDED WITH A PROGRAMABLE DIGITAL THERMOSTAT AS RECOMMENDED BY UNITS MANUFACTURER AND SHALL BE CAPABLE OF PROVIDING AFTER HOURS SET BACK FOR ENERGY EFFICIENCY PURPOSES. TIRED TO B.A.S.

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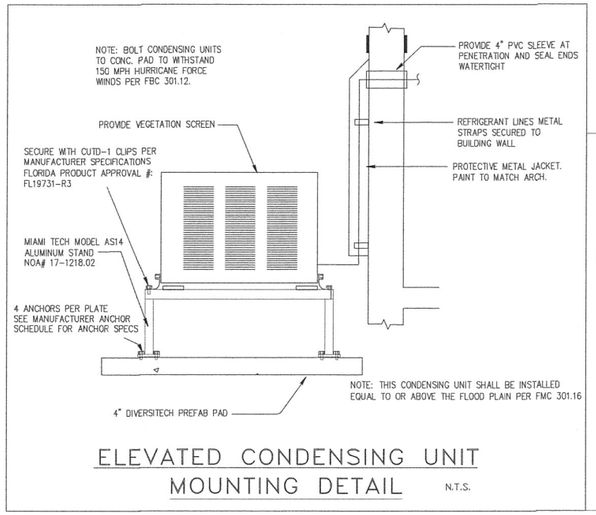
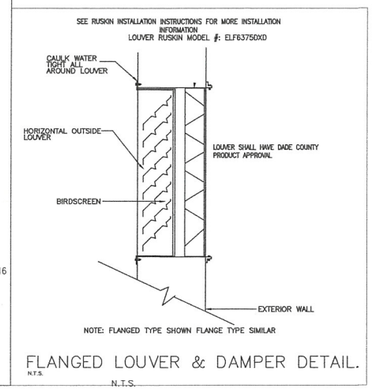
Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

M2



ELEVATED CONDENSING UNIT MOUNTING DETAIL

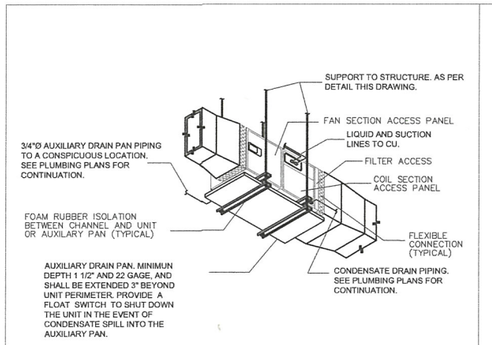
N.T.S.



FLANGED LOUVER & DAMPER DETAIL.

N.T.S.

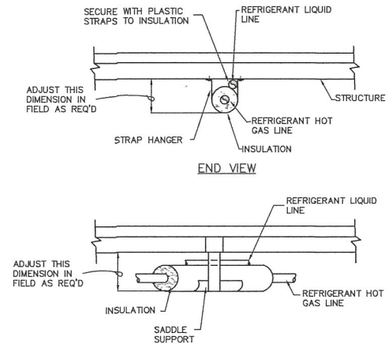
N.T.S.



NOTES:
1 PROVIDE 36" SERVICE CLEARANCE FOR ALL ACCESS PANELS.
2 PROVIDE ADEQUATE ACCESS TO FILTER SECTION.

AIR HANDLING UNIT INSTALLATION DETAIL

N.T.S.

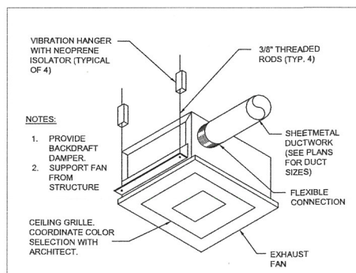


NOTES:
1– PROVIDE DIELECTRIC ISOLATION BETWEEN DISSIMILAR METALS
2– PROVIDE SADDLE PROTECTION AT EACH SUPPORT

TYPICAL REFRIGERANT PIPING HANGER DETAIL

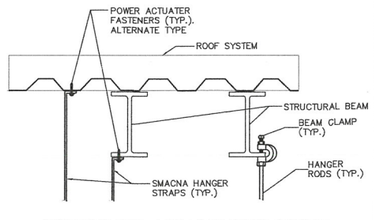
N.T.S.

FINISHED GRADE.



CEILING EXHAUST FAN DETAIL

N.T.S.



STRUCTURE ATTACHMENT DETAIL

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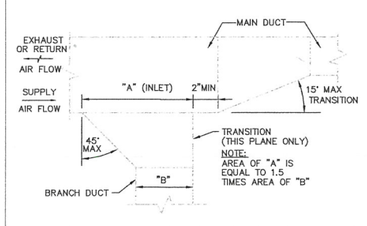
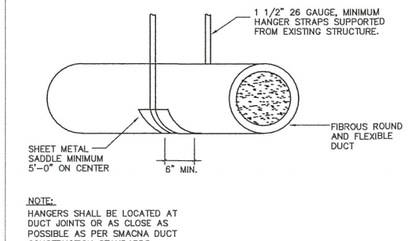


TYPICAL DUCT CONNECTION DETAIL

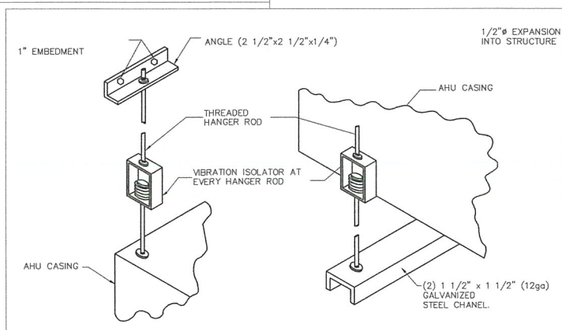
NTS



NOTE:
HANGERS SHALL BE LOCATED AT DUCT JOINTS OR AS CLOSE AS POSSIBLE AS PER SMACNA DUCT CONSTRUCTION STANDARDS

ROUND DUCT SUPPORT DETAIL

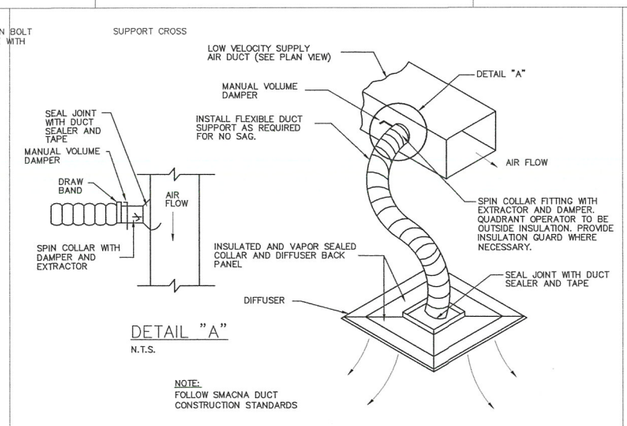
N.T.S.



NOTES:
1- TOP OR BOTTOM INSTALLATION SHALL BE USED DEPENDING MANUFACTURER RECOMMENDATION, AND FIELD CONDITIONS.
2- FOLLOW MANUFACTURER RECOMMENDATION FOR REQUIRED HANGING ROD DIAMETER SIZE.
3- VERIFY EXISTING SUPPORTING BUILDING STRUCTURE BEFORE INSTALLATION.
4- USE DOUBLE LOCKING NUTS AND WASHERS.

AHU SUPPORT DETAIL

N.T.S.



FLEXIBLE DUCT CONNECTION DETAIL

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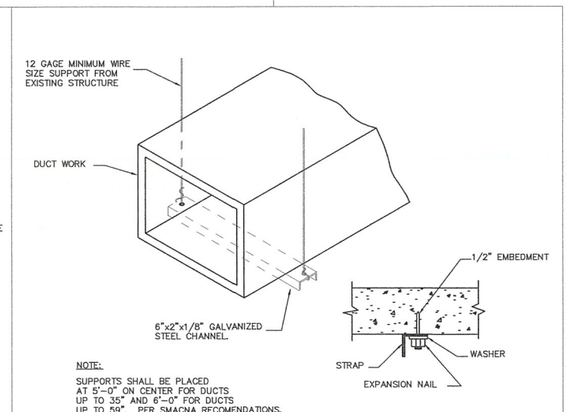

RECTANGULAR DUCT SUPPORT DETAIL

N.T.S.

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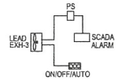
Rev	Description	Date
0	INITIAL SUBMISSION	01/04/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by:	DA
Designed by:	KM
Checked by:	KM
SCALE	AS NOTED

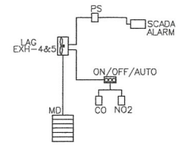
M3

WAREHOUSE EXHAUST FANS SEQUENCE OF OPERATIONS



A. FAN WILL CONTINUOUSLY OPERATE.
B. IF FAN FAIL TO OPERATE, AN ALARM SIGNAL WILL SEND TO SCADA, VIA A DRY CONTACT.
C. PRESSURE DIFFERENTIAL WILL INDICATE FAN FAILURE.

WAREHOUSE EXHAUST FANS SEQUENCE OF OPERATIONS

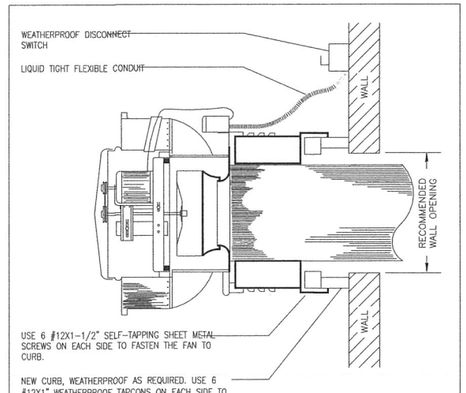


A. WHEN SENSORS SENSE NO2/CO EXHAUST FANS (EX-4&5) WILL RUN.
B. MOTORIZED DAMPER ON LOUVERS WILL ACTIVE AND WILL FULLY OPEN
C. IF FANS FAIL TO OPERATE, AN ALARM SIGNAL WILL BE SENT TO SCADA VIA DRY CONTACT. PRESSURE DIFFERENCE SWITCH WILL INDICATE FAN FAILURE.
D. FANS WILL STOP AS SOON AS DENSITY OF CO/ NO2 BACK TO NORMAL RANGE.

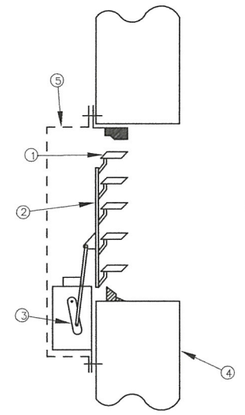
KEY NOTES

1. INTERCONNECT THE EXHAUST FAN WITH SUPPLY FAN AND THE THERMOSTAT LOCATED IN THE SAME ROOM. PROVIDE GRAVITY RELIEF DAMPER.
2. 2" (TWO INCH) EXHAUST PIPE CONNECTED TO VACUUM PUMP. VERIFY EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER. SEE PLUMBING PLANS.
3. 2" (TWO INCH) INTAKE PIPE CONNECTED TO VACUUM PUMP. VERIFY EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER. SEE PLUMBING PLAN.
4. 2" (TWO INCH) INTAKE PIPE CONNECTED TO COMPRESSOR. VERIFY EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER. USE REMOTE AIR INTAKE KIT BY THE MANUFACTURER.
5. PROVIDE AND INSTALL NEW CONDENSATE DRYWELL AS SHOWN.

NOTE:
ALL INTAKE AND EXHAUST TERMINATION POINTS SHALL BE MINIMUM TEN FEET APART.



WALL MOUNTED EXHAUST FAN DETAIL
NTS

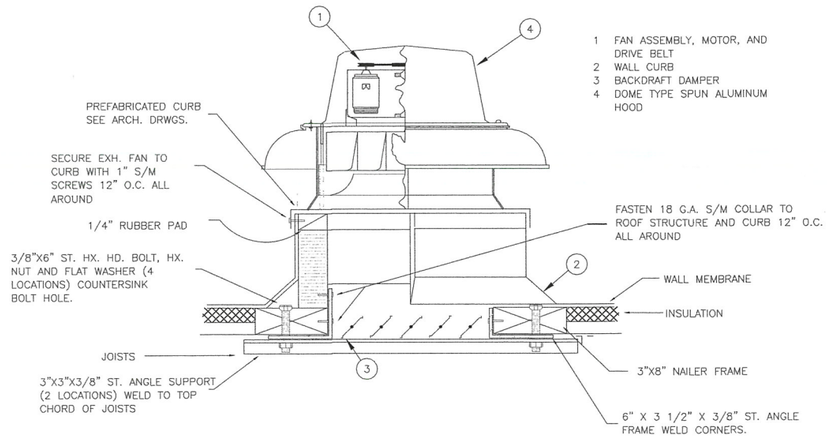


1 INSULATED, LOW-LEAKAGE DAMPERS
2 DAMPER LINKAGE ASSEMBLY
3 DAMPER OPERATOR AND MOTOR EXTERIOR WALL
4 EXTERIOR WALL
5 WOVEN WIRE GUARD - REMOVABLE FOR ACCESS TO DAMPER AND MOTOR

NOTE: DAMPER, LOUVER, AND GUARD ARE TO HAVE MINIMUM OF 80% FREE AREA

INSULATED MOVABLE DAMPERS MOUNTED BEHIND WEATHERPROOF WALL LOUVERS WITH GYM GUARD - INTAKE SERVICE FOR VENTILATION SYSTEM

OUTSIDE AIR INTAKE WITH MOTORIZED DAMPER
NTS



1 FAN ASSEMBLY, MOTOR, AND DRIVE BELT
2 WALL CURB
3 BACKDRAFT DAMPER
4 DOME TYPE SPUN ALUMINUM HOOD

SIDEWALL EXHAUST FAN DETAIL
NTS

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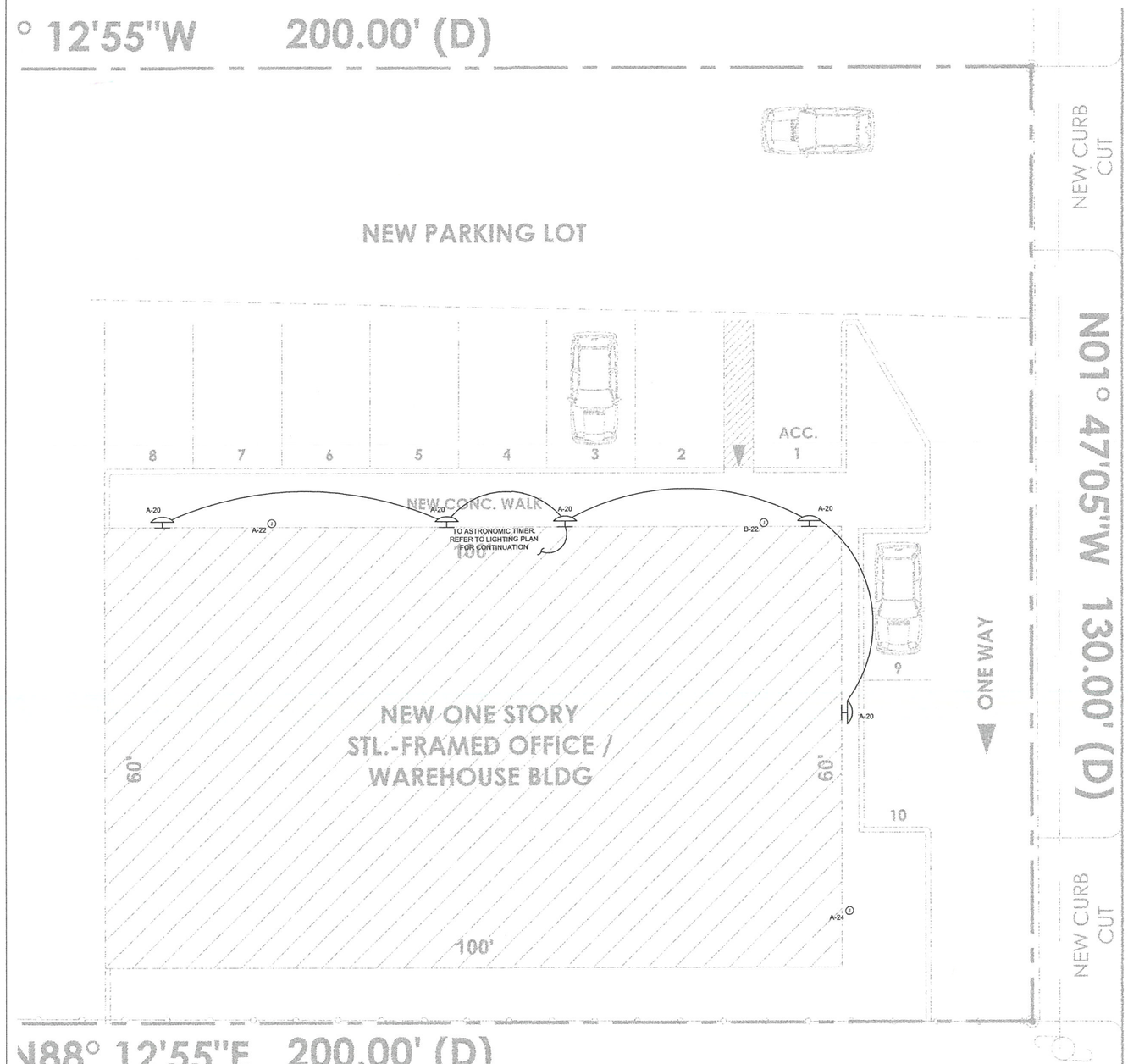
Designed by: KM
Checked by: KM
SCALE: AS NOTED

M4



1 E-0 ELECTRICAL SITE PLAN

SCALE: 1/8" = 1'-0"

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE 2020, FLORIDA BUILDING CODE 2023 AND/OR ANY LOCAL CODES AND ORDINACES.
2. THE ELECTRICAL CONTRACTOR SHALL PAY ANY FEES, TAXES AND PERMIT FEES PERTAINING TO THE ELECTRICAL WORK.
3. THE ELECTRICAL CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR LOCATION OF ALL EQUIPMENT. CONTRACTOR SHALL NOT SCALE PLANS.
4. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY AND ALL DETAILS OF CONSTRUCTION. THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS AS TO PROVIDE A COMPLETE ELECTRICAL INSTALLATION WITH ALL EQUIPMENT IN PROPER WORKING ORDER.
5. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE FULL COORDINATION OF HIS WORK WITH THAT OF THE OWNER/BUILDER AND ALL OTHER SUB-CONTRACTORS.
6. IT SHALL BE UNDERSTOOD THAT ALL WORK PERFORMED SHALL BE DONE SO BY A LICENSED ELECTRICAL CONTRACTOR AND IN A FIRST CLASS WORKMANLIKE MANNER.
7. ALL ELECTRICAL WORK AND MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ISSUE OF CERTIFICATE OF OCCUPANCY AND AS BY CONTRACT W/ OWNER.
8. ALL POWER AND CONTROL WIRING SHALL BE DONE BY THE ELECTRICAL CONTRACTOR.
9. ALL INTERIOR CIRCUITS SHALL BE IN CONDUIT. ALL WIRES SHALL BE THWN/THHN TYPE. OBATAIN APPROVAL OR LOCAL ELECTRICAL INSPECTOR FOR USE OF MC CABLE.
10. ALL EXTERIOR CIRCUITS SHALL BE IN PVC CONDUIT PROVIDED WITH A GREEN GROUND WIRE.
11. ALL DISCONNECT SWITCHES SHALL BE FUSED WITH CURRENT LIMITING FUSES. VERIFY FUSE SIZE WITH EQUIPMENT'S NAME PLATE WHERE APPLICABLE.
12. ALL PANELS SHALL HAVE TYPEWRITTEN DIRECTORIES INDICATING ALL CRCUITS.
13. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL PLUGS AND CORDS AT ALL APPLIANCES INDICATED ON PLANS AND SCHEDULES.
14. ALL CONTRACTORS RESPONSIBLE FOR GENERATOR POWER.
15. ALL WIRES AND CABLES SHALL BE COPPER EXCEPT AS INDICATED.
16. CONTRACTOR SHALL PROVIDE LIGHTING FIXTURES AND AS PER OWNER REQUIREMENTS.
17. ELECTRICAL CONTRACTOR SHALL PROVIDE CONTROL WIRES BETWEEN A.H.U. AND C.U. DISCONNECT SWITCH, N.E.M.A. 3R TYPE AT CONDENSING UNITS
18. ALL WIRE SIZES INDICATED ARE BASED THE USE OF COPPER CONDUCTORS. AT THE DEVELOPER'S OPTION ALUMINUM CONDUCTORS MAY BE USED FOR FEEDERS AND SERVICES WHERE THE FOLLOWING CONDITIONS ARE ADHERED TO:
    A. MINIMUM SIZE OF ALUMINUM SHALL BE #1 AWG (100A).
    B. ALL TERMINATIONS SHALL BE MADE WITH COMPRESSION TYPE FITTINGS.
    C. CONDUIT SIZES SHALL BE INCREASED ACCORDINGLY IN ORDER TO ACCODATE THE USE OF LARGER CONDUCTOR.
    D. GROUND CONDUCTORS SHALL NOT BE ALUMINUM.
    E. ALUMINUM CONDUCTORS SHALL NOT BE USED FOR BRANCH CIRCUIT WIRING.
19. TIME SWITCHES SHALL BE 120V, 24 HOUR ASTRONOMIC DIAL AS APPROVED BY OWNER.
20. CONTRACTOR SHALL COORDINATE FUSE AND CKT. BREAKER SIZE AS PER EQUIPMENT NAME PLATE PRIOR TO ROUGH-IN CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR SHOPDRAWINGS.
21. DRYER AND RANGE RECEPTACLES SHALL BE 120/240V, MIN 10-4 WIRE TYPE. (PER NEC 250-140)
22. LIGHT SWITCHES, OUTLETS, THERMOSTATS IN ACCESSIBLE LOCATIONS. NO HIGHER THAN 48" AND NO LOWER THAN 15" ABOVE THE FINISH FLOOR AND 44" WHERE BASE CABINETS.
23. EQUIPMENT GROUNDING CONDUCTOR IN WET LOCATIONS SHALL BE COOPER.
24. RUN ALL C.U. LOW VOLTAGE WIRES FROM A.H.U. TO C.U. IN 1/2" CONDUIT(USE 3 PAIR WIRE)
25. ALL SMOKE DETECTORS SHOULD BE INTERCONNECTED. IN COMMON AREAS & SMOKE DETECTORS SHALL BE A COMBINATION IONIZATION / PHOTO ELECTRIC TYPE.
26. ALL BRANCH CIRCUITS THAT SUPPLY 120V, 1Ø, 15AMP & 20AMP OUTLETS SHALL BE PROTECTED BY COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTERS LISTED TO PROVIDE PROTECTION OF THE ENTIRE BRANCH CIRCUIT AS PER NEC 2011 210-12(B).
27. ALL 15A AND 20A, 125V RECEPTACLES SHALL BE LISTED AS TAMPER RESISTANT (NEC 2011 406.11): IN EVERY KITCHEN, FAMILY ROOM, DINING ROOM, LIVING ROOM, DEN, SUNROOM, BEDROOM, BATHROOM, LAUNDRY AND OUTDOOR AREA.
28. ALL SMALL APPLIANCE RECEPTACLES DEDICATED TO SERVE COUNTERTOP SURFACES IN KITCHEN SHALL BE GFCI PROTECTED IN ACCORDANCE WITH NEC 2011 210-8(A)(6). OUTLET SPACING FOR THE COUNTER-TOP SURFACES SHALL COMPLY WITH (2011 NEC) 210.52(B)(C)
29. SINGLE STATION 110V SMOKE DETECTORS WITH A SOUNDER BASE AND BATTERY BACK-UP. SMOKE DETECTORS SHALL BE INTERCONNECTED SO THAT OPERATION OF ANY SMOKE DETECTOR SHALL ACTIVATE ALL SMOKE ALARMS WITHIN THE DWELLING UNIT. CONNECT TO LIVING ROOM LIGHTING CIRCUIT. AFCI TYPE CIRCUIT. LOCATE ALL SMOKE DETECTORS A MINIMUM OF 3'-0" FROM ALL RETURN AIR AND SUPPLY AIR GRILLES AND DIFFUSERS. ALL STATIONS SHOWN OUTSIDE THE SLEEPING ROOMS SHALL BE AC WIRE-IN COMBINATION CARBON MONOXIDE & SMOKE ALARM WITH BATTERY BACKUP AND INDEPENDENT CO AND SMOKE SENSORS. LOCATE ALL COMBINATION CARBON MONOXIDE & SMOKE ALARM WITHIN 10'-0" OF EACH SLEEPING ROOM.

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS: 14730 NW 24TH CT, Opa-locka, FL 33054

Rev	Description	Date
0	INITIAL SUBMISSION	01/05/22

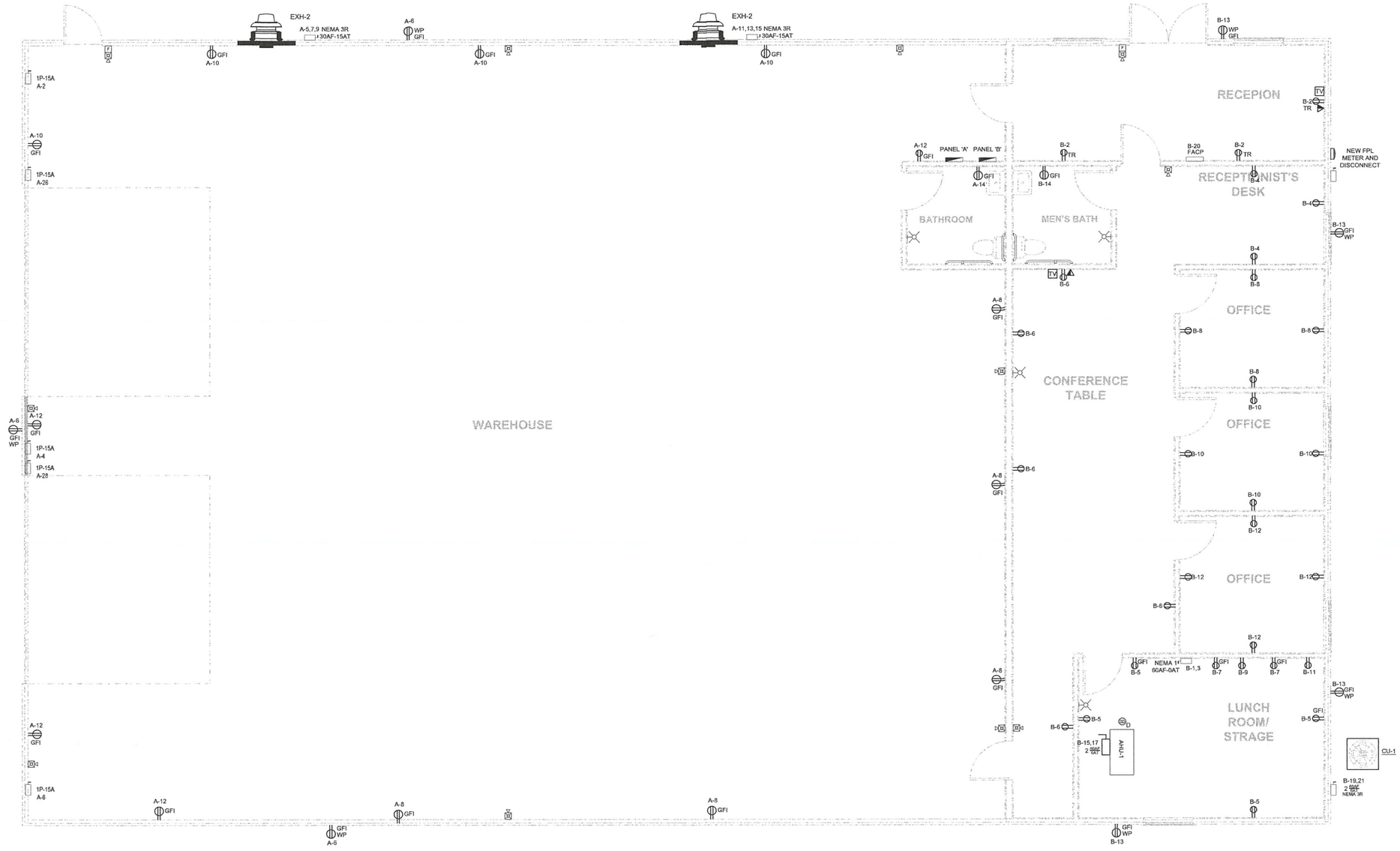
CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

E0

GENERAL ELECTRICAL NOTE

1. FIXTURE, EQUIPMENT, RECEPTACLE IS NEW UNLESS NOTED OTHERWISE.



1 E-1 POWER AND SYSTEMS FLOOR PLAN

SCALE: 1/4" = 1'-0"

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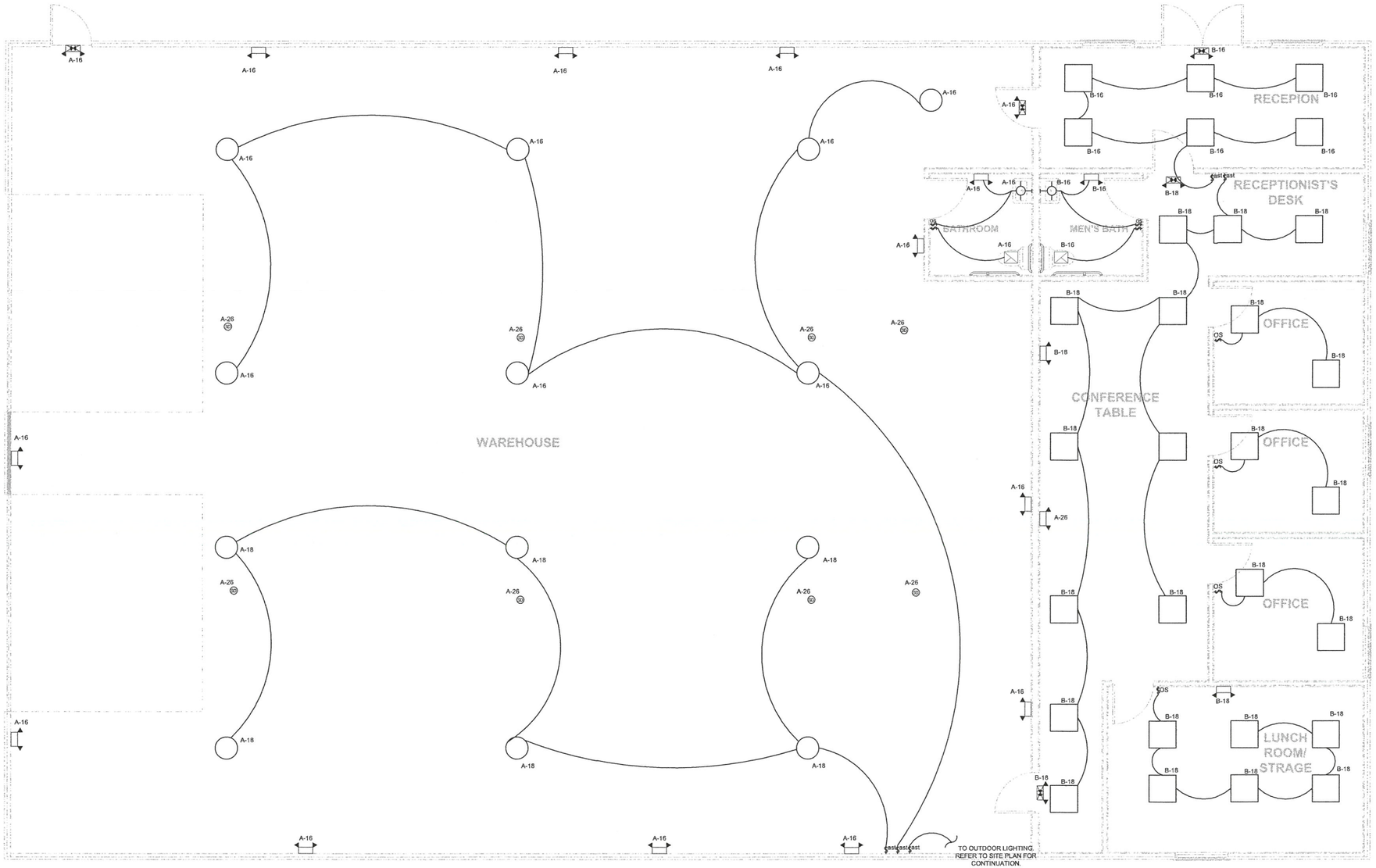
SCALE: AS NOTED

E1

GENERAL LIGHTING NOTE
1. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE NOT LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE.

GENERAL ELECTRICAL NOTE
1. FIXTURE, EQUIPMENT, RECEPTACLE IS NEW UNLESS NOTED OTHERWISE.

LIGHTING CIRCUIT NOTES
1. EMERGENCY LIGHTS AHEAD OF SWITCH IN SAME CIRCUIT AS IN AREA. NEC 700.12. (TYPICAL)



1 / E-2 LIGHTING FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Checked by:	KM
SCALE	AS NOTED

E2

ELECTRICAL PANEL SCHEDULE
NEW PANEL 'A': 200 AMPS, 208/120,3P,MCB

NOTES	KVA	WIRE	TRIP POLE	CIRCUIT DESCRIPTION	CCT#		CCT#	CIRCUIT DESCRIPTION	TRIP POLE	WIRE	KVA	NOTES
				SPACE	1		2	MOTORIZED DAMPER	15-1	12	0.80	3
				SPACE	3		4	MOTORIZED DAMPER	15-1	12	0.80	3
					5		6	OUTDOOR RECEPT	20-1	12	0.54	2
3	1.50	#12	15-3	EF-2	7		8	GENERAL RECEPTACLE	20-1	12	0.72	3
					9		10	GENERAL RECEPTACLE	20-1	12	0.72	3
					11		12	GENERAL RECEPTACLE	20-1	12	0.72	3
3	1.50	#12	15-3	EF-2	13		14	BATHROOM GFCI	20-1	12	1.50	3
					15		16	INDOOR LIGHTING	20-1	12	0.60	1,2
				SPACE	17		18	INDOOR LIGHTING	20-1	12	0.60	1,2
				SPACE	19		20	OUTDOOR LIGHTING	20-1	12	0.60	1,2
				SPACE	21		22	STORE SIGN	20-1	12	1.50	2,3
				SPACE	23		24	STORE SIGN	20-1	12	1.50	2,3
				SPACE	25		26	GARAGE DOORS	15-1	12	0.80	3
				SPACE	27		28	GARAGE DOORS	15-1	12	0.80	3
				SPACE	29		30	MOTORIZED DAMPER	15-1	12	0.80	3
				SPACE	31		32	SPACE				
				SPACE	33		34	SPACE				
				SPACE	35		36	SPACE				
				SPACE	37		38	SPACE				
				SPACE	39		40	SPACE				
				SPACE	41		42	SPACE				
	3.00										13.00	

NOTES:
1. AFCI PROTECTED
2. GFCI PROTECTED
3. HACR BREAKER

PANEL CONNECTED LOAD	16.00	44.44 AMPS
LARGEST MOTOR @125%	1.875	5.21 AMPS
LIGHTING @125%	4.80	13.33 AMPS
PANEL DEMAND LOAD	**19.71**	**54.7 AMPS**

DEMAND LOAD CALCULATED IN ACCORDANCE WITH NEC 2020 220.82

ELECTRICAL PANEL SCHEDULE
NEW PANEL 'B': 200 AMPS, 208/120,3P,MCB

NOTES	KVA	WIRE	TRIP POLE	CIRCUIT DESCRIPTION	CCT#		CCT#	CIRCUIT DESCRIPTION	TRIP POLE	WIRE	KVA	NOTES
3	11.80	#6	60-2	EWH-1	1		2	RECEPTION	20-1	12	0.54	1
					3		4	RECEPTION DESK	20-1	12	0.54	1
1	0.54	#12	20-1	LUNCH ROOM	5		6	CONFERENCE	20-1	12	0.72	1
1	1.50	#12	20-1	SMALL APPLIANCE	7		8	OFFICE	20-1	12	0.72	1
1,2	0.60	#12	20-1	DISPOSAL	9		10	OFFICE	20-1	12	0.72	1
1,2	1.00	#12	20-1	REFRIGERATOR	11		12	OFFICE	20-1	12	0.72	1
1,2	0.54	#12	20-1	OUTDOOR RECEPT	13		14	BATHROOM GFCI	20-1	12	1.50	3
3	10.00	#6	60-2	AHU-1	15		16	INDOOR LIGHTING	20-1	12	0.60	1
					17		18	INDOOR LIGHTING	20-1	12	0.60	1
3	7.00	#6	60-2	CU-1	19		20	FIRE ALARM CONTROL	20-1	12	1.00	1
					21		22	STORE SIGN	20-1	12	1.50	2,3
				SPACE	23		24	SPACE				
				SPACE	25		26	SPACE				
				SPACE	27		28	SPACE				
				SPACE	29		30	SPACE				
				SPACE	31		32	SPACE				
				SPACE	33		34	SPACE				
				SPACE	35		36	SPACE				
				SPACE	37		38	SPACE				
				SPACE	39		40	SPACE				
				SPACE	41		42	SPACE				
	25.98										9.16	

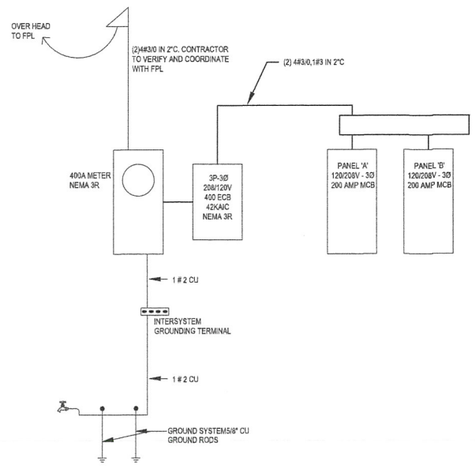
NOTES:
1. AFCI PROTECTED
2. GFCI PROTECTED
3. HACR BREAKER

PANEL CONNECTED LOAD	35.14	97.61 AMPS
LARGEST MOTOR @125%	12.5	34.72 AMPS
LIGHTING @125%	3.70	10.28 AMPS
PANEL DEMAND LOAD	**44.14**	**122.6 AMPS**

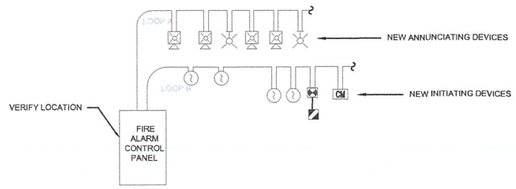
DEMAND LOAD CALCULATED IN ACCORDANCE WITH NEC 2020 220.82

SERVICE LOAD CALCULATION

PANEL A	16.00 kVA
PANEL B	35.14 kVA
TOTAL CONNECTED LOAD:	51.14 kVA
LARGEST MOTOR @125%	1.88 kVA
LIGHTING @125%	8.50 kVA
TOTAL DEMAND LOAD:	113 kVA
TOTAL DEMAND AMPS @ 208VOLTS - 3PH.	312.9 AMPS



1 E-3 NEW ELECTRICAL RISER DIAGRAM
SCALE: NTS



FIRE ALARM RISER NOTES:

1) ALL FIRE ALARM SYSTEM DEVICES SHALL BE COMPATIBLE WITH SHALL BE SUBJECT TO FINAL APPROVAL BY OWNER.
2) THE ELECTRICAL CONTRACTOR SHALL CONTACT THE FIRE ALARM MANUFACTURER FOR ALL NECESSARY HARDWARE, SOFTWARE AND ALL DEVICE REQUIREMENTS.
3) THE ELECTRICAL CONTRACTOR SHALL CONTACT THE FA SYSTEM MAINTENANCE CONTRACTOR FOR ALL NECESSARY WIRING REQUIREMENTS, CONDUIT SIZES, DIAGRAMS AND SHOP DRAWINGS.
4) REFER TO FLOOR PLANS FOR EXACT LOCATIONS AND QUANTITIES OF DEVICES. THE EXISTING TAMPER AND FLOW SWITCHES LOCATED IN THE EXISTING STAIRWELL SHALL BE MAINTAINED.
5) ALL FIRE ALARM JUNCTION BOXES SHALL BE PAINTED RED. ALL FIRE ALARM WIRING SHALL BE INSTALLED IN A METAL RACEWAY.
6) ALL CORE DRILLING AND FIRE STOPPING SHALL BE PROVIDED BY THE G.C.
7) CONTRACTOR SHALL VERIFY THAT LAST DEVICE DOES NOT EXCEED MANUFACTURER RECOMMENDED VOLTAGE DROP. PROVIDE NEW END OF LINE RESISTOR.
8) ALL FIRE ALARM REPROGRAMMING TO ACCOMMODATE THE NEW WORK SHALL BE PROVIDED BY EXISTING FA SYSTEM MAINTENANCE CONTRACTOR. THE SYSTEM SHALL BE TESTED IN ACCORDANCE WITH THE BASE BUILDING STANDARDS AFTER COMPLETION OF NEW WORK TO ENSURE PROPER INTERCONNECTION WITH THE EXISTING INFRASTRUCTURE.
9) CONTRACTOR SHALL PROVIDE SENSITIVITY TEST REPORTS FOR ALL NEW SMOKE DETECTORS INSTALLED IN ACCORDANCE WITH NFPA 72 TESTING METHODS OF SECTION 10.4. A TEST REPORT AND RECORD OF COMPLETION SHALL BE SUBMITTED ON THE DAY OF FINAL INSPECTION.
10) CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, FIRE ALARM SYSTEM SPECIFICATION SHEETS AND ALL BATTERY CALCULATIONS FOR REVIEW PRIOR TO ACQUIRING THE PERMIT. SHOP DRAWING SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER.
11) AIR HANDLING UNIT AND EXHAUST FANS SHALL SHUTDOWN UPON ACTIVATION OF FIRE ALARM SYSTEM.
12) ALL DOORS WITH ELECTRIC LOCKS SHALL RELEASE UPON ACTIVATION OF FIRE ALARM SYSTEM.

FIRE ALARM RISER DIAGRAM
SCALE: N.T.S.

FIRE ALARM SYSTEM SYMBOLS

MOUNTING HEIGHTS SHALL BE AS INDICATED UNLESS SHOWN OTHERWISE ON ELECTRICAL DRAWINGS OR ARCHITECTURAL ELEVATIONS NOT ALL SYMBOLS SHOWN ARE USED BUT ARE INDICATED FOR REFERENCE ONLY.

- AUDIO (DUAL TONE SPEAKER)/VISUAL APPLIANCE- WALL MOUNT
- X INDICATES CANDELA RATING
- AUDIO (DUAL TONE SPEAKER)/VISUAL APPLIANCE - WALL MOUNT
- f INDICATES FIRST ANNUNCIATION
- AUDIO/VISUAL APPLIANCE - CEILING MOUNT
- X INDICATES CANDELA RATING
- AUDIBLE APPLIANCE (SPEAKER) - WALL MOUNT
- AUDIBLE APPLIANCE (SPEAKER) - CEILING MOUNT
- VISUAL APPLIANCE (STROBE) - WALL MOUNT
- # INDICATES CANDELA RATING
- REMOTE ALARM INDICATOR
- AUXILIARY RELAY
- CONTROL RELAY
- FACP — FIRE ALARM CONTROL PANEL
- FCC — FIRE COMMAND CENTER
- FAA — FIRE ALARM ANNUNCIATOR
- FTC — FIRE ALARM TERMINAL CABINET
- TC — TERMINAL CABINET
- EOL — END-OF-LINE
- F — MANUAL PULL STATION
  - WP = WEATHERPROOF
  - PC = PROTECTIVE COVER
- SMOKE DETECTOR - PHOTOELECTRIC
  - I = IONIZATION
  - SB = SOUNDER BASE
  - T = WITH THERMAL SENSOR
- CM — CONTROL MODULE

ELECTRICAL LEGEND

- RECESSED MOUNTED CEILING LIGHT FIXTURE
- INTERIOR WALL MOUNTED LIGHT FIXTURE, MOUNTING HEIGHT AS INDICATED
- EXTERIOR WALL MOUNTED LIGHT FIXTURE, MOUNTING HEIGHT AS INDICATED
- SWITCHES - CIRCUIT BASE
- SWITCHES- DIMMER - MOUNTED AT 48" AFF.
- SWITCHES- DOOR - MOUNTED AT 48" AFF.
- SWITCHES- FOUR WAY- MOUNTED AT 48" AFF.
- SWITCHES- POLE - MOUNTED AT 48" AFF.
- SWITCHES- THREE WAY
- SWITCHES- TIMER
- RECESSED OR SURFACE MOUNTED ELECTRICAL PANEL
- SINGLE RECEPTACLE -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- DUPLEX RECEPTACLE -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- DUPLEX RECEPTACLE -120 VOLT, 1 PHASE, 3 WIRE CEILING MOUNTED
- SINGLE RECEPTACLE -240 VOLT, 1 PHASE, 4 WIRE WALL, MOUNTED AT 18" AFF
- DUPLEX RECEPTACLE - GROUND FAULT -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- DUPLEX RECEPTACLE - WATER PROOF -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- SMOKE DETECTOR, CO DETECTOR COMBO
- CEILING MOUNTED OCCUPANCY SENSOR
- FIRE ALARM SPEAKER
- EXHAUST FAN
- J — JUNCTION BOX /
- (E) EXISTING TO REMAIN
- (ER) EXISTING TO BE RELOCATED
- (N) NEW

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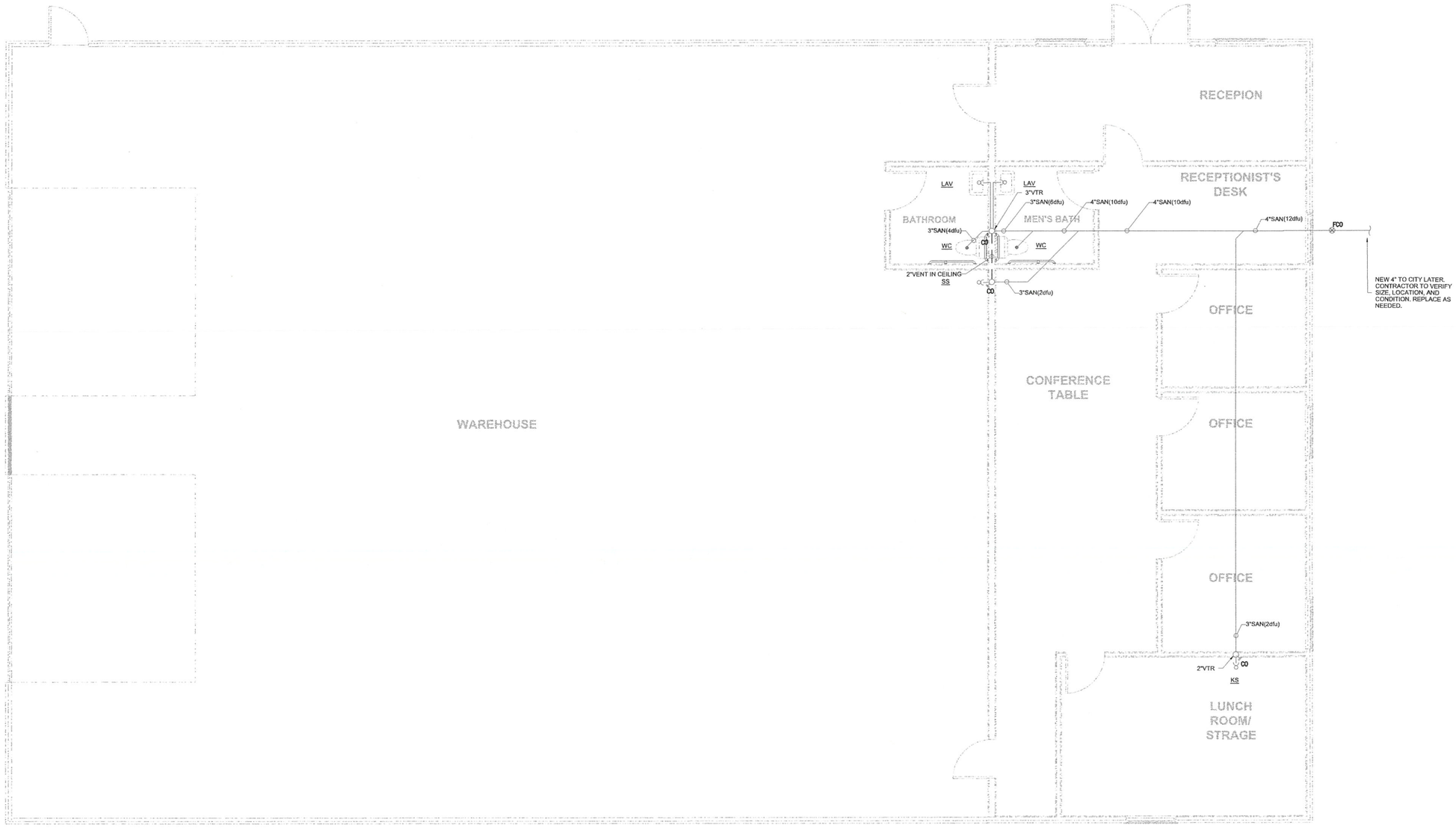
E3



1 P1 DRAINAGE FLOOR PLAN

SCALE: 1/4" = 1'-0"

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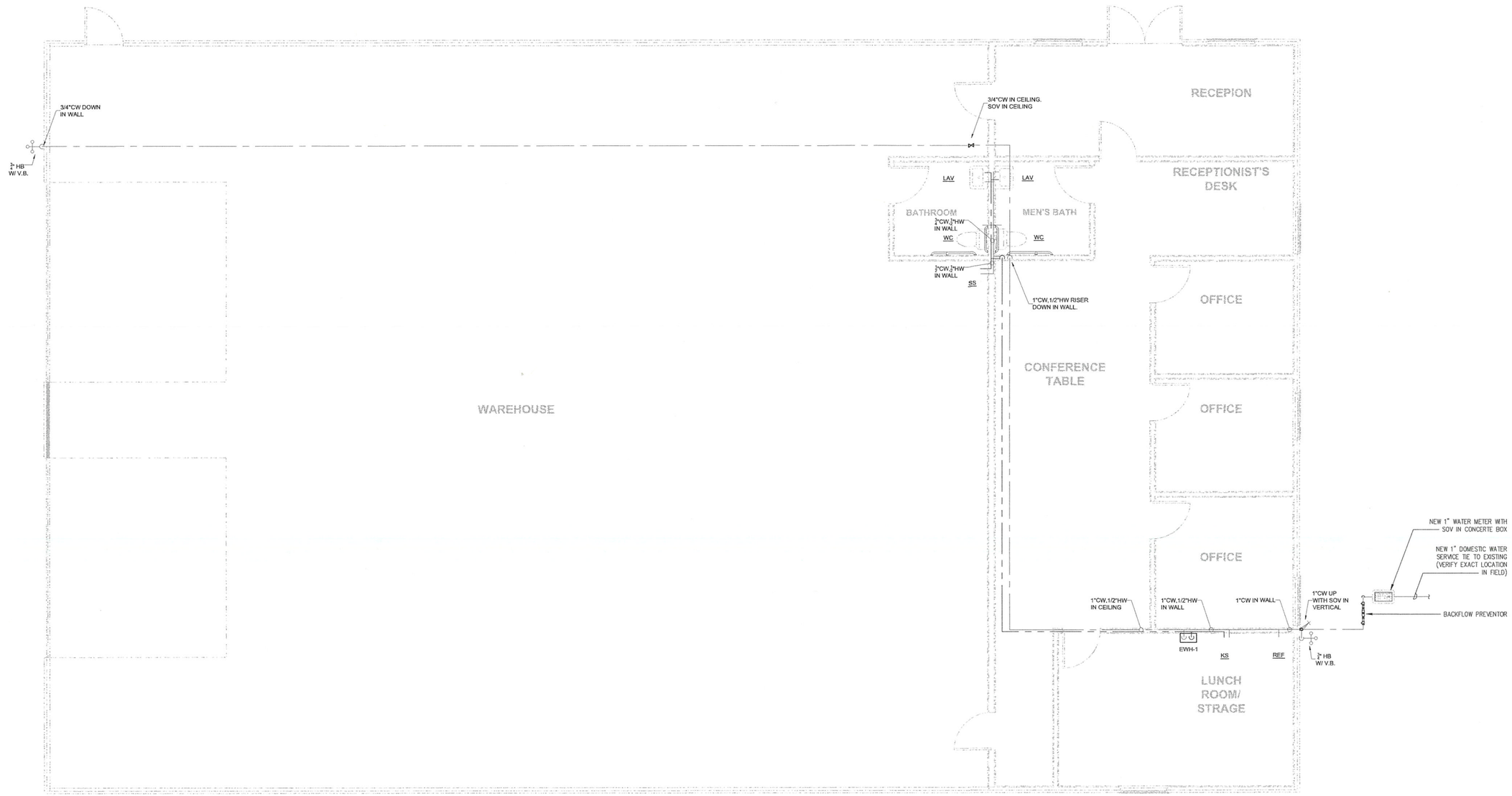
P1



1 / P2 DOMESTIC WATER FLOOR PLAN

SCALE: 1/4" = 1'-0"

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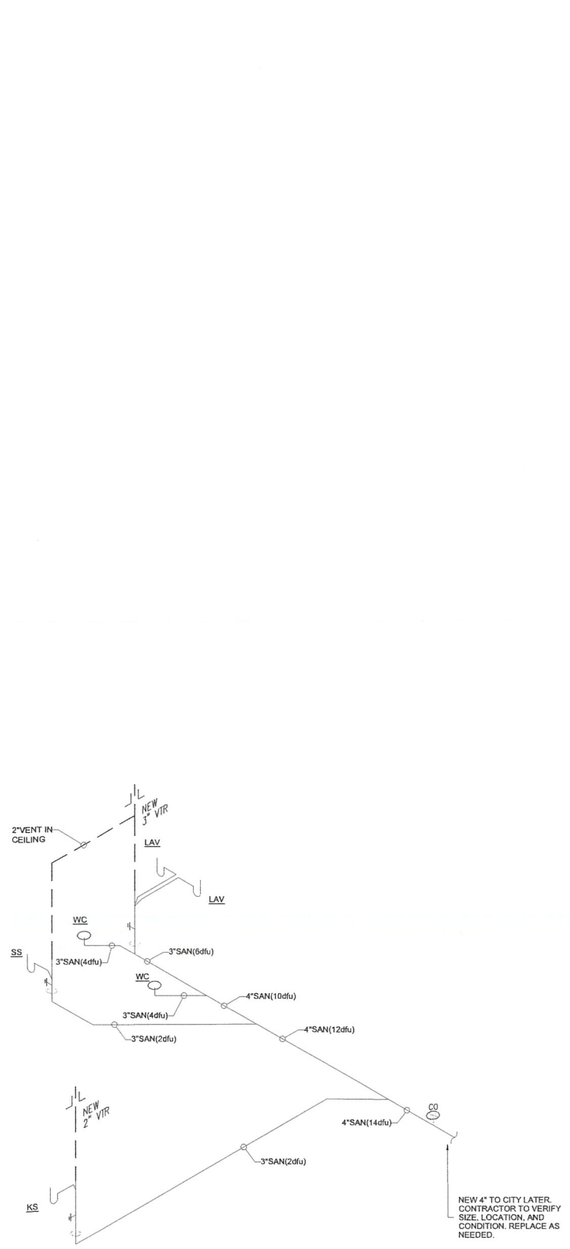
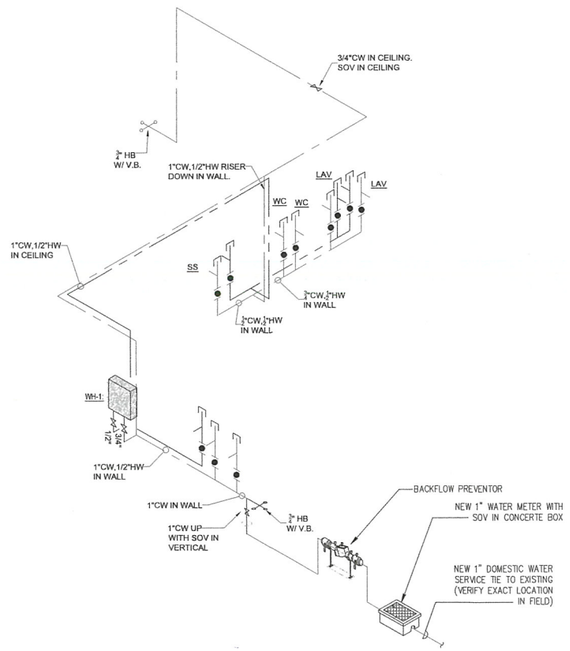
P2



1 P3 SANITARY RISER DIAGRAM

SCALE: NTS



2 P3 DOMESTIC WATER RISER DIAGRAM

SCALE: NTS

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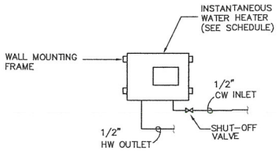
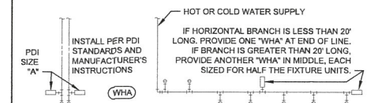


NOTE:
1. PIPING ARRANGEMENT SHOWN IS SCHEMATIC ADJUST TO SUIT FIELD CONDITIONS. SET WATER HEATERS AT 110 DEGREES MAXIMUM.

INSTANTANEOUS WATER HEATER DETAIL
N.T.S.

ELECTRIC WATER HEATER SCHEDULE

MARK	CAP. GAL.	HEATING SOURCE	ELEMENTS	KW. OR BTUH	VOLTAGE	MANUFACTUR AND MODEL No.
EWH-1	-	ELEC.	1	11.8KW	208/1/60	TITAN N120 TANKLESS 11.8KW



SINGLE FIXTURE

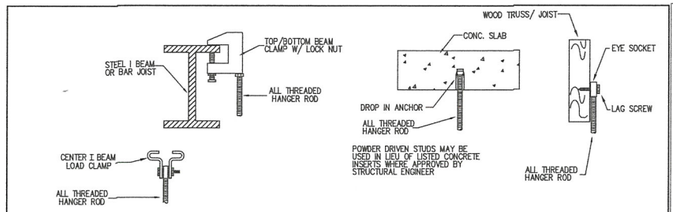
PDI SIZE	PIPE SIZE	FIXTURE UNIT LOAD
A	1/2"	1-11
B	3/4"	12-32
C	1"	33-60
D	1-1/4"	61-113
E	1-1/2"	114-154
F	2"	154-330

MULTIPLE FIXTURES

FIXTURE UNIT TABULATION		
FIXTURE	COLD	HOT
VALVE WATER CLOSET	10	--
TANK WATER CLOSET	5	--
URINAL	5	--
LAVATORY/SINK	1.5	1.5
JANITOR'S SINK	3	3
SHOWER/BATHTUB	2	2

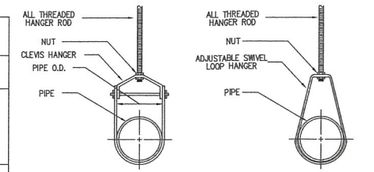
DO NOT PROVIDE AIR CHAMBERS. PROVIDE WATER HAMMER ARRESTERS BY SIOUX CHIEF, PRECISION PLUMBING PRODUCTS, WATTS OR APPROVED EQUIVALENT WITH PISTON AND O-RING CONSTRUCTION, HAVING PDI #WH-201, ASSE # 1010 AND ANSI # A112.26.1M CERTIFICATION. INSTALL IN HORIZONTAL OR VERTICAL POSITION, BUT NEVER UPSIDE DOWN. INSTALL IN LINE WITH WATER FLOW DIRECTION IF POSSIBLE. SIZE THE UNITS AS SHOWN ON THE DRAWINGS AND/OR PER THE TABLES SHOWN ABOVE.
* PLUMBING & DRAINAGE INSTITUTE(PDI)

WATER HAMMER ARRESTERS INSTALLATION GUIDE
N.T.S.



BLAZEMASTER® PIPE HANGER SPACING

NOMINAL SIZE inches	MAX SPACING feet	ROD SIZE inches
3/4"	4.0'	3/8"
1"	5.0'	
1¼"	6.0'	
1½"	7.0'	
2"	7.0'	1/2"
2½"	7.0'	
3"	7.0'	
4"	7.0'	
6"	7.0'	
8"	7.0'	



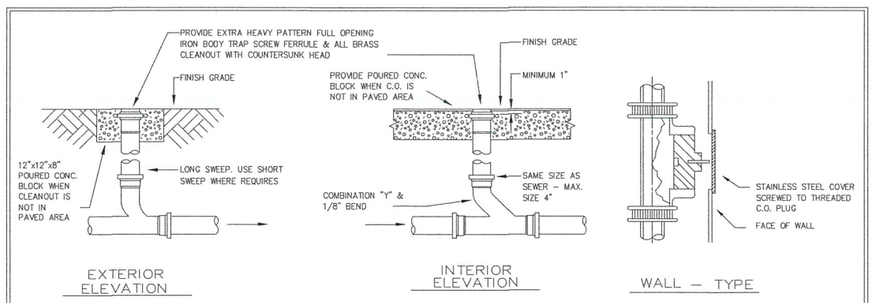
-ALL HANGER RODS, HANGERS, FASTENERS, ETC. SHALL BE PROVIDED WITH FACTORY APPLIED HOT DIPPED GALVANIZING
-ALL HANGERS SHALL BE LISTED FOR THEIR INTENDED SERVICE

PIPE HANGERS
N.T.S.

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	TRAP (IN.)	SOIL/ WASTE (IN.)	VENT (IN.)	COLD WATER (IN.)	HOT WATER (IN.)	MANUFACTURER MODEL No.	DESCRIPTION
WC	TANK TYPE FLOOR MOUNTED WATER CLOSET (ADA COMPLIANT) NEW	--	3	2	1/2	--	AMERICAN STANDARD "CADET 3 FLOWISE" 2835.128 (OR EQUAL)	-VITREOUS CHINA, AN ELONGATED RIGHT HEIGHT BOWL FITS IN THE SAME SPACE AS A ROUND FRONT TOILET, WATER SEVER OF 1.28 GPF, TOP OF SEAT FOR HANDICAP UNIT IS 16 1/2", AND PLASTIC TOILET SEAT WITH COVER, HINGES AND EVERGLEAN SURFACE.
LAV	LAVATORY - NEW (ADA COMPLIANT)	1 1/4	2	2	1/2	--	AMERICAN STANDARD No. 0355-012 AMERICAN STANDARD 2385.006 (OR EQUAL) PLUMBEREX No. HANDY SHIELD	-VITREOUS CHINA, ANTI-SPLASH RIM, WALL HUNG, PUNCH FOR CENTERSET FITTING. -SINGLE LEVER HANDLER, WASHERLESS CERAMIC DISC VALVE CARTRIDGE, PROVIDE 4" SPOUT, AERATOR OF 0.5 GPM, AND HOT LIMIT SAFETY STOP. -PROVIDE ANGLE STOP SUPPLIES WITH TUBES AND ESCUTCHEONS. -INSULATE TRAP AND HW AND CW LINES -CLEARANCE BETWEEN APRON AND FLOOR SHALL BE 29".
KS	KITCHEN SINK	1 1/2	2	2	1/2	1/2	ELKAY No. LRADQ-1720 FAUCET KOHLER No. K-7779-K (OR EQUAL)	-L17" X W20" X D6 1/2" SINK, COUNTERTOP, SINGLE COMPARTMENT No. 304 STAINLESS STEEL WITH DROP LEDGE, THREE HOLE PUNCH. -DECK MOUNT SINGLE-LEVER KITCHEN FAUCET WITH 1.0 GPM RESTRICTED AERATOR, AND ADA COMPLIANT. -DRAIN WITH STOP AND SUPPLIES.
SS	SERVICE SINK	1 1/2	3	2	1/2	1/2	EXISTING TO BE RELOCATED	

NOTES:
1. PLUMBING FIXTURES SHALL COMPLY WITH REQUIREMENTS OF F.P.C. CHAPTER 4, TABLES 604.5, 709.1, AND MIAMI DADE COUNTY ORDINANCE 08-14
2. WALL HUNG FIXTURES SHALL BE SUPPORTED AS PER FBC 2517.5.1.1. REFER TO ARCHITECTURAL DRAWINGS FOR MORE DETAILS.
3. COORDINATE FINAL FIXTURE LAYOUT AND SPECIFICATIONS WITH ARCHITECTURAL DRAWINGS BEFORE COMMENCEMENT OF JOB.
4. ICE MAKERS, REFRIGERATORS & DRINKING FOUNTAINS TO BE IN LINE BACKFLOW DEVICE & FILTER.
5. BATHROOM WALL AND FLOOR SHALL FLOOR SHALL HAVE A SMOOTH, HARD, NONABSORBENT AS PER SECTION 1210.1F.B.C. REFER TO ARCHITECTURAL DRAWINGS FOR MORE DETAILS.



TYPICAL CLEANOUT DETAILS
NTS

GENERAL NOTES

1. A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FBC (PLUMBING 2023 8TH ED.) AND WITH ALL APPLICABLE REGULATIONS.
   B. DRAWINGS: REFER TO ALL DRAWINGS FOR COORDINATION OF THE PLUMBING WORK.
   C. ARRANGE AND PAY FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTS. OBTAIN THE REQUIRED CERTIFICATES AND PRESENT TO OWNER.
   D. GUARANTEE: THE COMPLETED INSTALLATION SHALL BE FULLY GUARANTEED AGAINST DEFECTIVE MATERIALS AND/OR IMPROPER WORKMANSHIP FOR A MINIMUM OF ONE YEAR FOR MATERIAL AND LABOR.
   E. ALL HORIZONTAL SANITARY PIPING SHALL SLOPE AT 1/8 INCH PER FOOT MINIMUM FOR 3" AND LARGER AND AT 1/4" SLOPE FOR 2" PIPES AND SMALLER.
2. NOT USED.
3. PLUMBING FIXTURES: FIXTURES SHALL BE AS SELECTED BY OWNER AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. FIXTURES SHALL BE COMPLETE WITH DRAINS, TRAPS, SUPPLIES AND ANY OTHER ACCESSORY REQUIRED. FIXTURES AND FAUCETS SHALL COMPLY WITH THE SFBC WATER SAVING STANDARDS.
4. MATERIALS:
   A. PIPING:
      A. STORM, SOIL, WASTE AND VENT: SANITARY PIPE, PVC, DWV, SCHEDULE 40.
      B. DOMESTIC WATER: COPPER PIPE, TYPE L WITH SWEAT WROUGHT COPPER FITTINGS. TYPE "M" IN CONCEALED SPACES IS ACCEPTABLE FLOW GUARD CPVC IS AN ACCEPTABLE SUBSTITUTION
      ISOLATE PIPING FROM CONCRETE WITH INSULATING MATERIAL.
      C. DOMESTIC WATER SUPPLY ASSEMBLY: STAINLESS STEEL BRAIDED SUPPLY LINE WITH ANGLE SHUT OFF VALVES.
   D. INSULATION
      1. INSULATE ALL HOT WATER HEATER WITH 1" THICK FIBERGLASS INSULATION.
      2. INSULATE ALL STORM PIPING WITHIN UNITS WITH 1" RIGID FIBERGLASS INSULATION.
5. ALL AUTOMATIC ELECTRIC WATER HEATERS SHALL MEET THE STANDARDS OF THE LATEST ENERGY EFFICIENCY CODE.
6. PIPING TEST AND DISINFECTIONS:
   A. TEST: ALL SANITARY AND DOMESTIC WATER SUPPLY PIPING SHALL BE TESTED FOR LEAKS BEFORE PIPING IS CONCEALED OR CONNECTED TO EQUIPMENT AND PLUMBING FIXTURES.
   B. DISINFECTION: ALL DOMESTIC WATER PIPING SHALL BE DISINFECTED BY INTRODUCING A SOLUTION OF CALCIUM HYPOCHLORITE OF 50 PARTS PER MILLION OF CHLORIDE AND AS PER AWWA STANDARDS.
7. VALVES: DOMESTIC WATER VALVES SHALL BE OF BRONZE BODY, SWEAT ENDS.
8. HOSE BIBBS: SHALL BE 1/2 INCH. ROUGH BRASS CONSTRUCTION WITH SHUT OFF VALVE AND VACUUM BREAKER.
9. ALL OUTDOORS FLOOR CLEAN OUTS SHALL BE TERMINATED UP TO GRADE AND SHALL BE MARKED.
10. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF SANITARY, AND DOMESTIC WATER PIPING BEFORE STARTING ANY WORK. NOTIFY ARCHITECT/ENGINEER OF ANY DEVIATIONS FROM DESIGN DRAWINGS.

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS: 14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
0	INITIAL SUBMISSION	01/06/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

P4

GENERAL NOTES:

1. EXISTING TOPOGRAPHIC AND TREE LOCATION INFORMATION HAS BEEN OBTAINED FROM A BOUNDARY SURVEY GIVEN BY MPG TECHNICAL GROUP CORP ON APRIL 12, 2022.
2. ELEVATIONS SHOWN ON THE DRAWINGS ARE IN FEET BASED ON NGVD29! DATUM.
3. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE SODDED.
4. IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL No. 12086C0311L, MAP REVISED SEPTEMBER 11, 2009; THIS PROPERTY IS LOCATED IN "ZONE X".
5. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE, ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION, ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ARCHITECT/ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
6. 48 HOURS PRIOR TO DIGGING CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND UTILITY SERVICE COMPANIES TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO ASSURE THAT ALL UTILITIES HAVE BEEN IDENTIFIED.
7. ANY EXISTING BUILDING, PAVEMENT OR OTHER EXISTING IMPROVEMENTS NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE "TRENCH SAFETY ACT".
9. THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF THE EXISTING SANITARY SEWER PRIOR TO CONSTRUCTION OF NEW SEWER LATERAL, AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
10. FOR CONTINUATION OF WATER SUPPLY SYSTEM AND SEWER SYSTEM FROM APPROXIMATELY 5 FEET OUTSIDE THE BUILDING SEE PLUMBING DRAWINGS.
11. ALL DRAINAGE CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT.
12. CONTRACTOR IS TO PREVENT INTRODUCTION OF DEBRIS OR DIRT INTO NEW STORM DRAINAGE SYSTEM AS A RESULT OF CONSTRUCTION ACTIVITIES. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
13. FOR RELOCATION AND REMOVAL OF EXISTING LIGHT POLES, ELECTRICAL BOXES AND OTHER ELECTRICAL OR COMMUNICATIONS IMPROVEMENTS, SEE ELECTRICAL DRAWINGS.
14. DIMENSIONS IN PAVED AREAS ARE TO THE EDGE OF THE ASPHALT.
15. ALL UNSUITABLE MATERIAL UNDER THE NEW PAVEMENT SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIALS BEFORE PROCEEDING WITH CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE AND INSTALL ALL DRAINAGE PIPES AND STRUCTURES; AND ELECTRICAL LINES AND/OR CONDUITS PRIOR TO BEGINNING SUBGRADE CONSTRUCTION.
17. ALL MUCK AND ORGANIC MATERIALS FOUND WITHIN THE PARKING AREA SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL IN 6 INCH LIFTS COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-180.
18. CONTRACTOR SHALL ADJUST ALL EXISTING VALVES BOXES, CATCH BASINS GRATES, MANHOLES COVERS, ETC. TO MEET NEW GRADES WHERE APPLICABLE.
19. PROVIDE A SMOOTH TRANSITION WHERE NEW PAVEMENT, SIDEWALK, OR CURB MEETS EXISTING GRASS AREAS.
20. WHERE NEW PAVEMENT MEETS EXISTING CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT. SAW CUT AT EXISTING PAVEMENT JOINT MATCHING TO NEW PAVEMENT.
21. EXCEPT AS PARTICULARLY NOTED ON THE PLANS, ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE MIAMI-DADE PUBLIC WORKS MANUAL AND THE SOUTH FLORIDA BUILDING CODE, IF ANY ITEM OF WORK IS NOT COVERED IN EITHER OF THE SPECIFICATIONS, IT SHALL BE CONSTRUCTED PER THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
22. FOR SPECIFICATIONS REGARDING WATER AND SANITARY SEWER OF THIS PROJECT, PLEASE REFER TO MIAMI-DADE WATER AND SEWER DEPARTMENT STANDARD SPECIFICATIONS.
23. ALL SEWER SYSTEM CONSTRUCTION (PRIVATE & PUBLIC) SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT.
24. PRIOR TO REMOVAL AND/OR RELOCATION OF EXISTING TREES, IF REQUIRED, THE CONTRACTOR MUST OBTAIN APPROVAL FROM DERM.
25. CONTRACTOR SHALL HAVE A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED THERE-ON AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.
26. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
27. ALL EXCAVATION SHALL BE BACKFILLED. THEREFORE ORIGINAL GRADE SHALL BE RESTORED UPON COMPLETION OF COMPACTION, SODDING OR SEEDING AND MULCHING.
28. BACKFILLING PAVEMENT CUTS AND EXCAVATION WITHIN 2 FEET OF PAVEMENT EDGE SHALL MEET THE FOLLOWING ADDITIONAL REQUIREMENTS:
    A. COMPACTED TO A DENSITY NOT LESS THAN 98% (ASTM D-1557-70)
    B. DENSITY TESTS SHALL BE CONDUCTED EVERY 12" OF UNCOMPACTED DEPTH OR AS DIRECTED BY THE ENGINEER.
33. THE CONTRACTOR SHALL PROVIDE ALL WARNING LIGHTS, SIGNALS, SIGNS AND FLAGPERSONS AS REQUIRED BY THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS.
34. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.
35. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, SIGNS, AND OTHER IMPROVEMENTS, WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.
36. PAVEMENT REPAIRS SHALL BE "TYPE I" UNLESS OTHERWISE NOTED. CONCRETE CURB AND GUTTERS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED PER CITY OF MIAMI PUBLIC WORKS (STANDARD DETAIL: R14.a).
37. WHERE IT IS NECESSARY TO DEFLECT PIPE EITHER HORIZONTALLY OR VERTICALLY, PIPE JOINT OPENING SHALL NOT EXCEED 50% OF THE MANUFACTURER'S RECOMMENDED OPENING.
38. ALL PUBLIC LAND CORNERS, BENCH MARKS, MONUMENTS AND REFERENCED POINTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS, BENCH MARKS, MONUMENTS AND REFERENCED POINTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED HAVE TO BE PROPERLY REFERENCED BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE ENGINEER A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
39. THE CONTRACTOR SHALL NOTIFY IMMEDIATELY WHEN A CONFLICT BETWEEN THE DRAWING AND ACTUAL CONDITIONS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION.
40. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR THE CONSTRUCTION OF THE WORK TO PERFORM SUCH TESTS, STUDIES, AND SURVEYS AS HE DEEMS NECESSARY TO SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS EXISTING AT THE SITE.
41. CONTRACTOR SHALL HAVE A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED THERE-ON AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.
42. NO CONSTRUCTION ACTIVITY SHALL TAKE COMMENCE PRIOR TO OBTAINING ALL THE REQUIRED PERMITS AND APPROVALS FOR THIS PROJECT. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND COMPLY WITH APPROVED PLANS/ ALL DIMENSIONS AND ELEVATIONS SHALL BE IN ACCORDANCE WITH THE APPROVED PLANS AND REQUIREMENT OF ALL PERMITTING AGENCIES.
43. PROPOSED BERM IS REQUIRED TO BE CONSTRUCTED OF SUITABLE FILL MATERIAL, NO MUCK OR OPEN GRADED SILICA, COMPACTED TO 92% DENSITY, AND SODDED OR STABILIZED IN AN APPROVED METHOD TO PREVENT EROSION

PAVING AND DRAINAGE NOTES:

1. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DETERIUS MATERIALS WITHIN THE RIGHT-OF-WAY AND UTILITY DRAINAGE EASEMENT SHALL BE REMOVED. NO MATERIAL OF FDOT CLASS A-5, A-7 OR A-8 SHALL BE ALLOWED.
2. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.10 GALLON PER SQUARE YARD. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTION 300-1 THROUGH 300-7 OF FDOT STANDARDS SPECIFICATIONS.
3. PROCTORS SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE, AND BASE AND ANY SUBSEQUENT CHANGE IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVES ANALYSIS, AND DENSITIES REQUIRED BY THE CONTRACTOR DOCUMENTS SHALL BE SUBMITTED TO THE CITY AND THE ENGINEER OF RECORD. THE CONTRACTOR SHALL PAY FOR ALL REQUIRED TESTING. TEST RESULTS SHALL BE SIGNED AND SEALED BY THE LABORATORY PROFESSIONAL ENGINEER REGISTER IN THE STATE OF FLORIDA.
4. AS-BUILT DRAWINGS SHALL BE PREPARED AND SUBMITTED TO ENGINEERING OF RECORD TO SHOW FINISH GRADE OF THE SUBGRADE AND ENTIRE SITE ELEVATIONS.
5. ALL FILL IMPORTED/ BORROW MATERIAL SHALL BE CLEAN SANDY SOIL FREE OF ROCKS, CONCRETE AND ORGANIC MATERIAL AND SHALL MEET THE FDOT STANDARDS FOR BORROWED FILL.

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

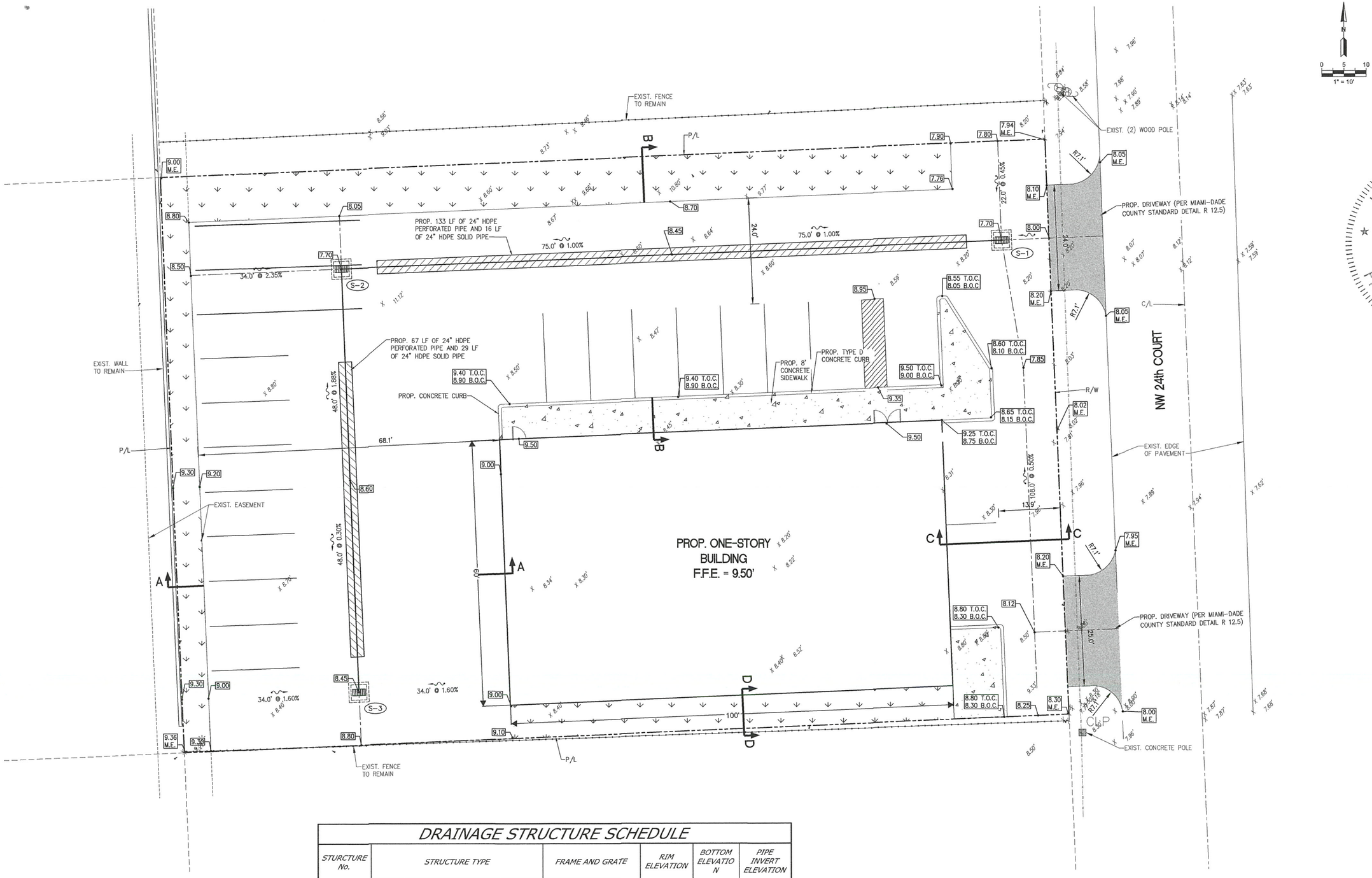
PROJECT ADDRESS: 14730 NW 24TH CT, MIAMI, FL 33147

Rev	Description	Date
0	INITIAL SUBMISSION	01/09/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AB
Designed by: KM
Checked by: KM
SCALE: AS NOTED

C-1



DRAINAGE STRUCTURE SCHEDULE

STURCTURE No.	STRUCTURE TYPE	FRAME AND GRATE	RIM ELEVATION	BOTTOM ELEVATION	PIPE INVERT ELEVATION
S-1	4' CIRCULAR INLET TYPE P	H-20	7.70	(-)0.80	2.70 (W)*
S-2	4' CIRCULAR INLET TYPE P	H-20	7.70	(-)0.80	2.70 (E&S)*
S-3	4' CIRCULAR INLET TYPE P	H-20	7.70	(-)0.80	2.70 (N)*

NOTES: * BAFFLES REQUIRED.

LEGEND:

- PROP. CONCRETE AREA
- PROP. GREEN AREA
- PROP. ASPHALT PAVEMENT AREA
- 7.70 PROP. ELEVATION
- X 8.60' EXIST. ELEVATION
- (S-1) PROP. DRAINAGE STRUCTURE

GENERAL NOTE:
REFER TO C-7 FOR STRIPING DETAILS

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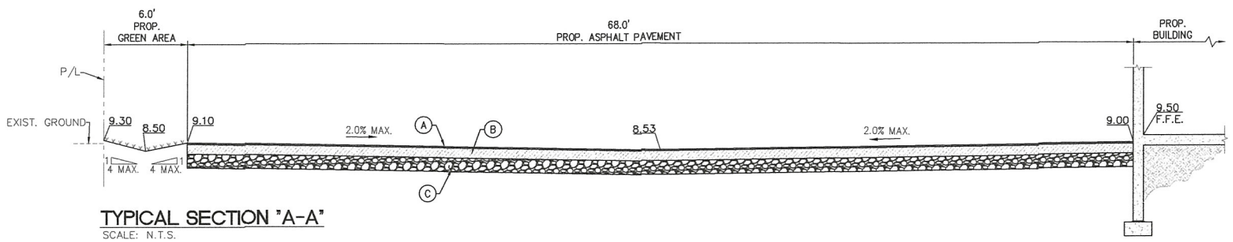
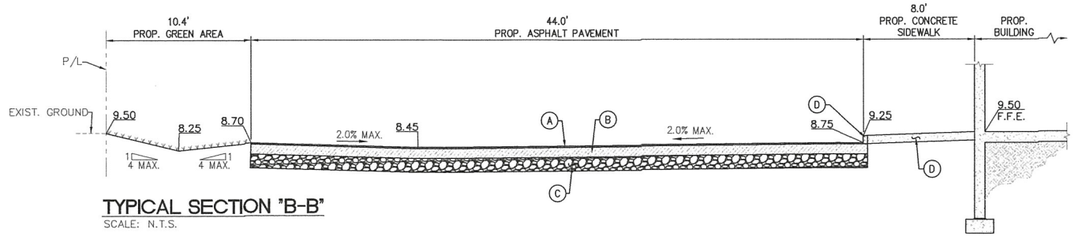
SCALE: AS NOTED

C-2



TYPICAL SECTION "A-A"
SCALE: N.T.S.



TYPICAL SECTION "B-B"
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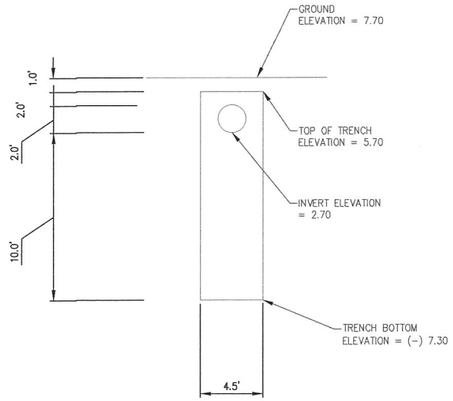
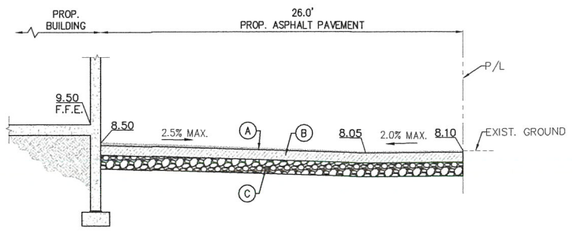


EXFILTRATION TRENCH DETAIL (TYPICAL)
N.T.S.



TYPICAL SECTION "C-C"
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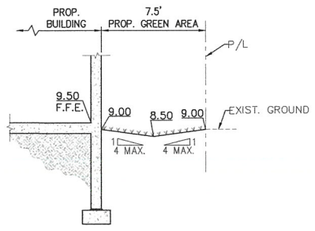

TYPICAL SECTION "D-D"
SCALE: N.T.S.

LEGEND:

- (A) 1.5" TYPE S-1 ASPHALT PAVEMENT
- (B) 8" LIMEROCK BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180
- (C) 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98%, MIN. LBR=40, PER AASHTO T-180.
- (D) CONCRETE CURB TYPE D

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E: Kyle@bluehorizonengineering.com

KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME
OFFICE/WAREHOUSE BLDG

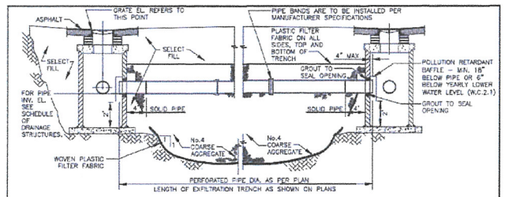
PROJECT ADDRESS
14730 NW 24TH CT, MIAMI, FL 33147

Rev	Description	Date
0	INITIAL SUBMISSION	01/07/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

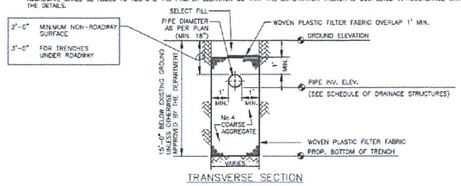
Drawn by: AB
Designed by: KM
Checked by: KM
SCALE
AS NOTED

C-3

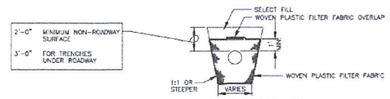


LONGITUDINAL SECTION

NOTE:
1.-AFTER THE COARSE AGGREGATE HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER, OR TAMPERED, TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL No.4 COARSE AGGREGATE SHALL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.



TRANSVERSE SECTION



ALT. TRANS. SECTION*

* MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE-IN BELOW THE WATER TABLE IS LIKELY TO OCCUR, TO BE USED AT THE ENGINEER'S DISCRETION.

NOTES (CONTINUED ON NEXT PAGE)
1. PLASTIC FILTER FABRIC SHALL BE WOVEN MONOFILAMENT POLYPROPYLENE GEOTEXTILE. PERMITTIVITY SHALL BE GREATER THAN 0.50 SEC AND FLOW RATE GREATER OR EQUAL TO 50 gal/min/sq.ft.
2. MAXIMUM EXFILTRATION RATE WHICH CAN BE USED IN CALCULATING FRENCH DRAIN LENGTH IS 0.1 cfs/ft.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 02/08/2011 09/26/2012 10/19/2012	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (FRENCH DRAIN)	SD 1.1 SHEET 1 OF 2

NOTES CONTINUED

3. THE MINIMUM PIPE DIAMETER FOR DRAINAGE SYSTEM WITHIN THE ROADWAY RIGHT-OF-WAY SHALL BE 18 INCHES. 15 INCH PIPE MAY BE USED IN PRIVATE ROADWAYS.
4. NO TREES TO BE PLANTED WITHIN 5 FEET OF THE EDGE OF THE TRENCH.
5. TYPE "N" S.D. 2.6 STRUCTURE IS RECOMMENDED FOR SMALL DRAINAGE AREAS LESS THAN 0.2 ACRE PER CATCH BASIN.
6. TYPE "J" S.D. 2.6 STRUCTURE IS RECOMMENDED FOR AREAS LARGER THAN 0.2 ACRE.
7. ALL INVERTS OF PERFORATED PIPES TO BE AT MEAN HIGH OCTOBER WATER TABLE W.C. 2.2.
8. PIPES CAN BE ALLOWED BELOW MEAN HIGH OCTOBER WATER TABLE DUE TO UTILITY CONFLICTS OR IN ORDER TO PROVIDE THE REQUIRED MINIMUM COVER.
9. NEOPRENE GASKET REQUIRED FOR BAFFLES ON ALL CONTACT EDGES MOUNTED ON WALL.
10. OIL AND GREASE BAFFLE IS REQUIRED FOR ALL DRAINAGE STRUCTURES PRECEDING AN OUTFALL OR EXFILTRATION TRENCHES, IN PROJECTS LOCATED IN WELLFIELD PROTECTION AREAS, ROAD INTERSECTIONS WITH TRAFFIC LIGHTS, AND LARGE PARKING LOTS WHICH INCLUDE 15 PARKING SPACES OR MORE.
11. OIL AND GREASE BAFFLE MAY BE WAIVED IN SUBURBAN RESIDENTIAL AREAS.

GENERAL NOTES FOR PIPE CULVERTS

CONTRACTOR HAS THE OPTION OF INSTALLING ANY PIPE MEETING THE REQUIREMENTS OF SECTION 443-2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS LONG AS THE MANUFACTURER IS LISTED, AT THE TIME OF PIPE INSTALLATION, IN FDOT'S LIST OF PRODUCERS WITH ACCEPTED QUALITY CONTROL PROGRAMS. PIPES WITH LESS THAN A 100-YEAR CERTIFICATION CANNOT BE USED ON SECTION LINE, HALF SECTION LINE, COLLECTOR ROADWAYS, AND ARTERIALS. 50-YEAR PIPE CERTIFICATION REQUIRED FOR ALL OTHER MINOR/LOCAL ROADWAYS.

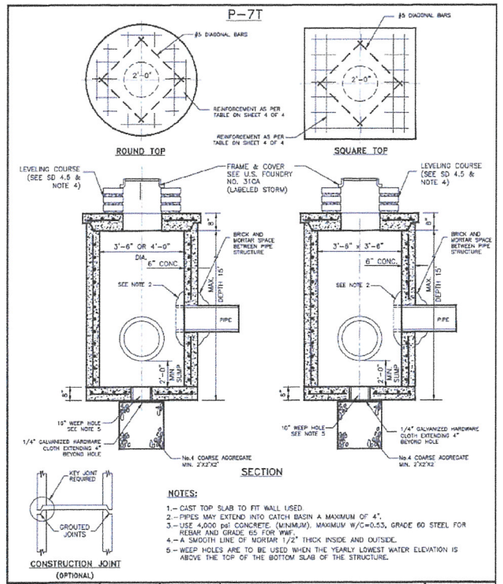
MINIMUM NUMBER OF PERFORATION IN PIPE CULVERTS

PIPE DIAMETER (inches)	OUTER SHELL	LINER
	No. of ⅜" Dia. Holes (PER LIN. FT. OF PIPE)	No. of ⅜" Dia. Holes (PER LIN. FT. OF PIPE)
15	100	50
18	120	60
24	160	80
30	200	100
36	240	120
42	275	140
48	315	150
54	356	180
60	395	200
72	470	235
84	550	275

NOTE:
PERFORATIONS SHALL BE UNIFORMLY SPACED AROUND THE FULL PERIPHERY OF THE PIPE TO WITHIN 4" OF EACH END OF EACH LENGTH OF PIPE. THE NUMBER OF PERFORATIONS PER LINEAR FOOT OF PIPE AND THE DIAMETER OF THE PERFORATIONS SHALL BE AS SHOWN ON THE ABOVE TABLE.

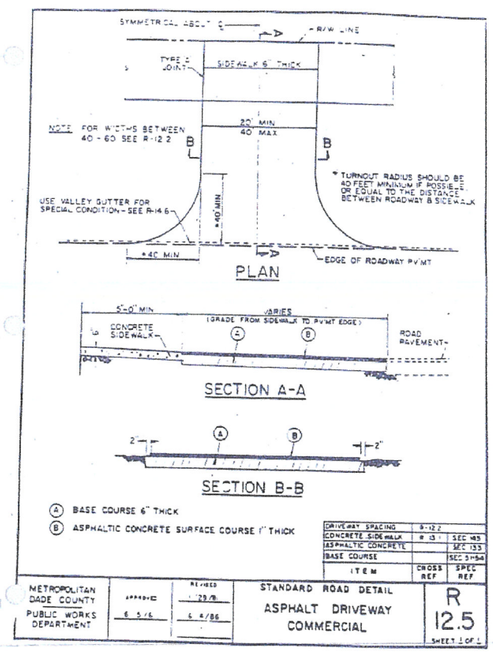
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 08-04-86 10-12-13 05-02-81	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (PIPE CULVERT NOTES)	SD 1.1 SHEET 2 OF 2

P-7T



NOTES:
1.- CAST TOP SLAB TO FIT WALL USED.
2.- PIPES MAY EXTEND INTO CATCH BASIN A MAXIMUM OF 4".
3.- USE 4,000 psi CONCRETE. (MINIMUM). MAXIMUM W/C=0.53, GRADE 60 STEEL FOR REBAR AND GRADE 65 FOR WWF.
4.- A SMOOTH LINE OF MORTAR 1/2" THICK INSIDE AND OUTSIDE.
5.- WEEP HOLES ARE TO BE USED WHEN THE YEARLY LOWEST WATER ELEVATION IS ABOVE THE TOP OF THE BOTTOM SLAB OF THE STRUCTURE.

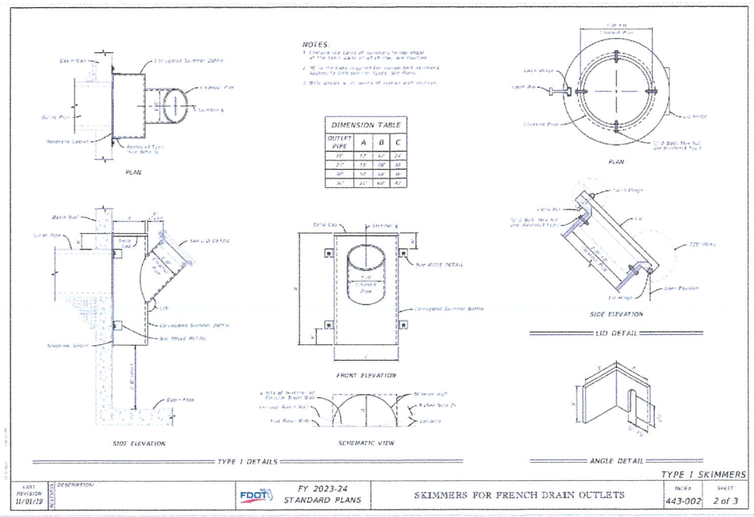
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 5/8/2018	REVISED 5/8/2018	STANDARD STORM DRAINAGE DETAIL MANHOLE AND INLET (TYPE P)	SD 2.7 SHEET 1 OF 4



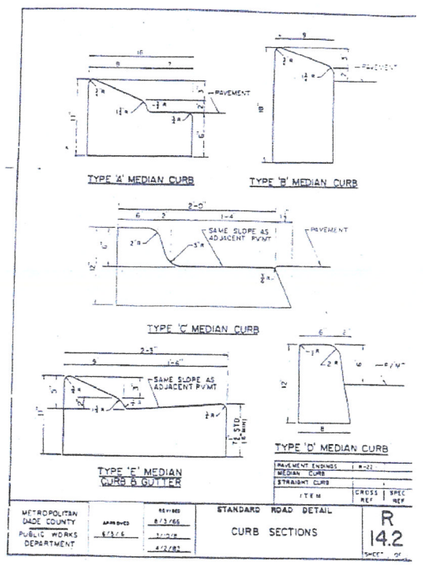
Ⓐ BASE COURSE 6" THICK
Ⓑ ASPHALTIC CONCRETE SURFACE COURSE 1" THICK

DRIVEWAY SPACING	R-12.2	
CONCRETE SIDEWALK	# 13	SEC 430
ASPHALTIC CONCRETE		SEC 333
BASE COURSE		SEC 911-5
ITEM	CROSS REF.	SPEC REF.

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED 6 5/16	REVISED 1 - 29/78 6 4/86	STANDARD ROAD DETAIL ASPHALT DRIVEWAY COMMERCIAL	R 12.5 SHEET 1 OF 1



LAST REVISION 11/01/19	DESCRIPTION	FDOT FY 2023-24 STANDARD PLANS	SKIMMERS FOR FRENCH DRAIN OUTLETS	INDEX 443-002	SHEET 2 of 3



PAVEMENT ENDWISE	I-R-122
MEDIAN CURB	
STRAIGHT CURB	
ITEM	CROSS REF. / SPEC REF.

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED 6/1/16	REVISED 8/3/66 1-1-78 4-12-82	STANDARD ROAD DETAIL CURB SECTIONS	R 14.2 SHEET OF

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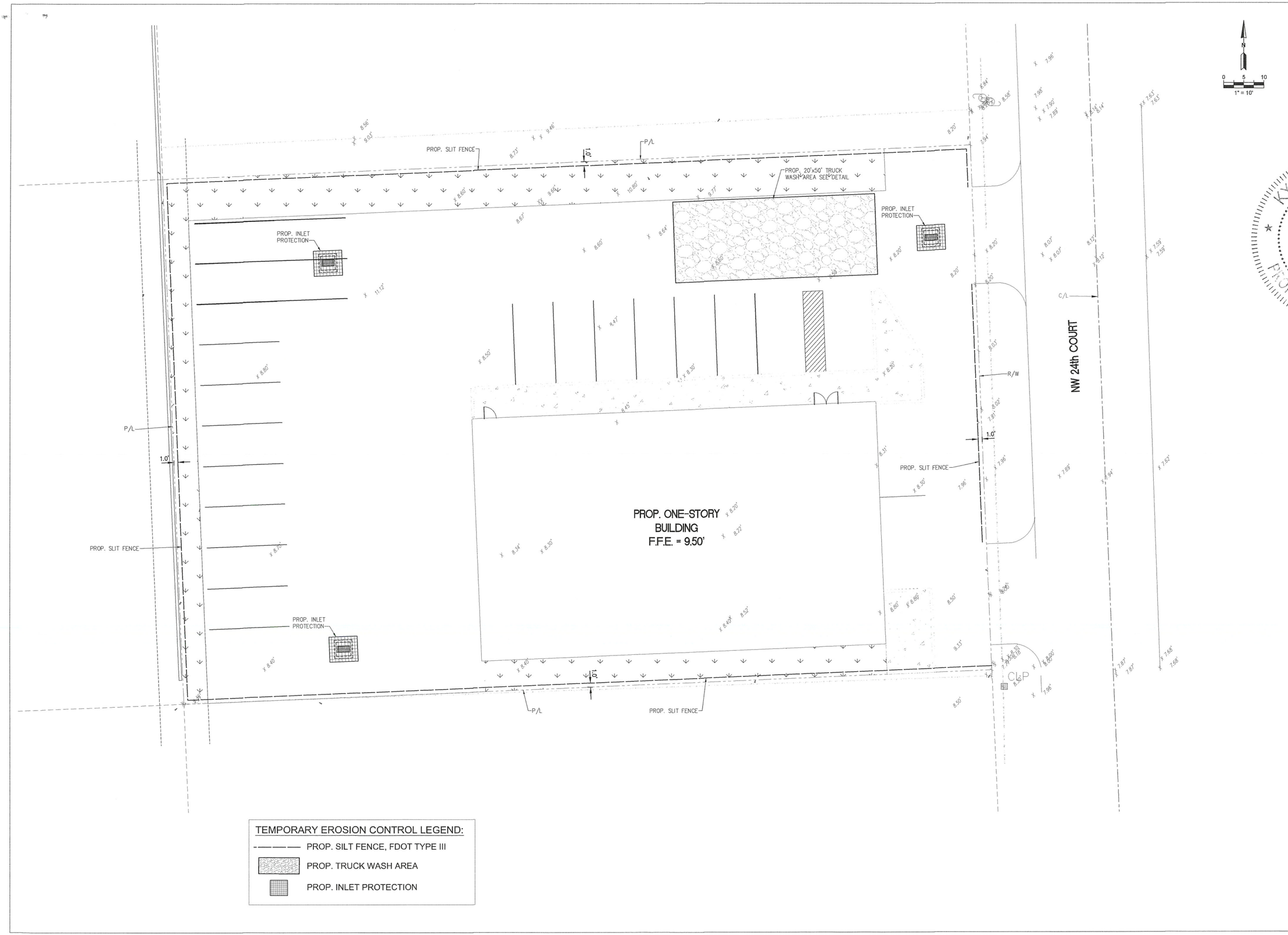
0	INITIAL SUBMISSION	01/06/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AB
Designed by: KM
Checked by: KM
SCALE: AS NOTED

C-4



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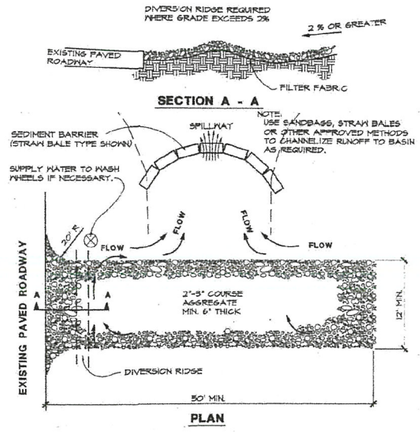
Checked by: KM
SCALE AS NOTED

C-5

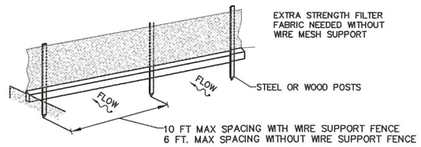
GENERAL NOTES:

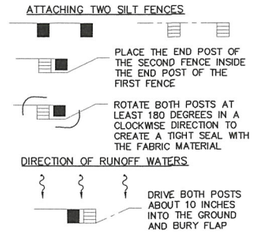
1. TEMPORARY EROSION AND TURBIDITY CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY.
2. SYNTHETIC BALES AND SILT FENCES SHALL BE INSTALLED AND MANTAINED AT ALL LOCATIONS AS INDICATED ON PLANS. SYNTHETIC BALES AND SILT FENCES SHALL REMAIN IN PLACE IN ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE, STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
3. SYNTHETIC BALES SHALL BE TRENCHED 3" TO 4" AND ANCHORED WITH 2 – 1" X 2" (OR 1" DIAM.) X 4" WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALANT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
4. ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH HAY OR STRAW TO PREVENT SILT FROM PASSING.
5. SILT FENCES SHALL BE INSTALLED AS INDICATED ON PLANS.
6. SYNTHETIC BALES AND/OR FILTER FABRIC SHALL BE INSTALLED AT ALL NEW INLETS DURING CONSTRUCTION.
7. SYNTHETIC BALES AND/OR FILTER FABRIC SHALL BE INSTALLED AT EXISTING INLETS LOCATED IN SWALE AREA
8. SILT FENCES SHALL BE PROVIDED ON EXIST INLETS LOCATED IN C&G, OR VALLEY GUTTER
9. FOR ADDITIONAL STRENGTH FILTER FABRIC MATERIAL CAN BE ATTACHED TO A 6" (MAX.) MESH WIRE SCREEN WHICH HAS BEEN FASTENED TO THE POSTS.
10. THE FABRIC MATERIAL AND THE WIRE MESH SHALL NOT EXTEND MORE THAN 36" (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
11. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND REMOVE SEDIMENT WHEN NECESSARY.
12. REMOVE SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED
13. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY

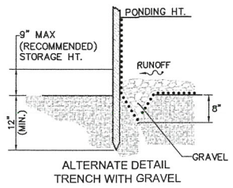


NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

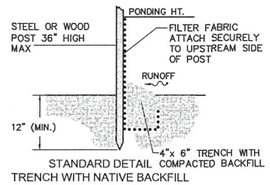
TRUCK WASH AREA DETAIL
N.T.S.







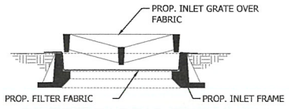
ALTERNATE DETAIL
TRENCH WITH GRAVEL



STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL

TEMPORARY EROSION AND TURBIDITY CONTROL DETAILS

N.T.S.



FILTER FABRIC DETAIL "A"

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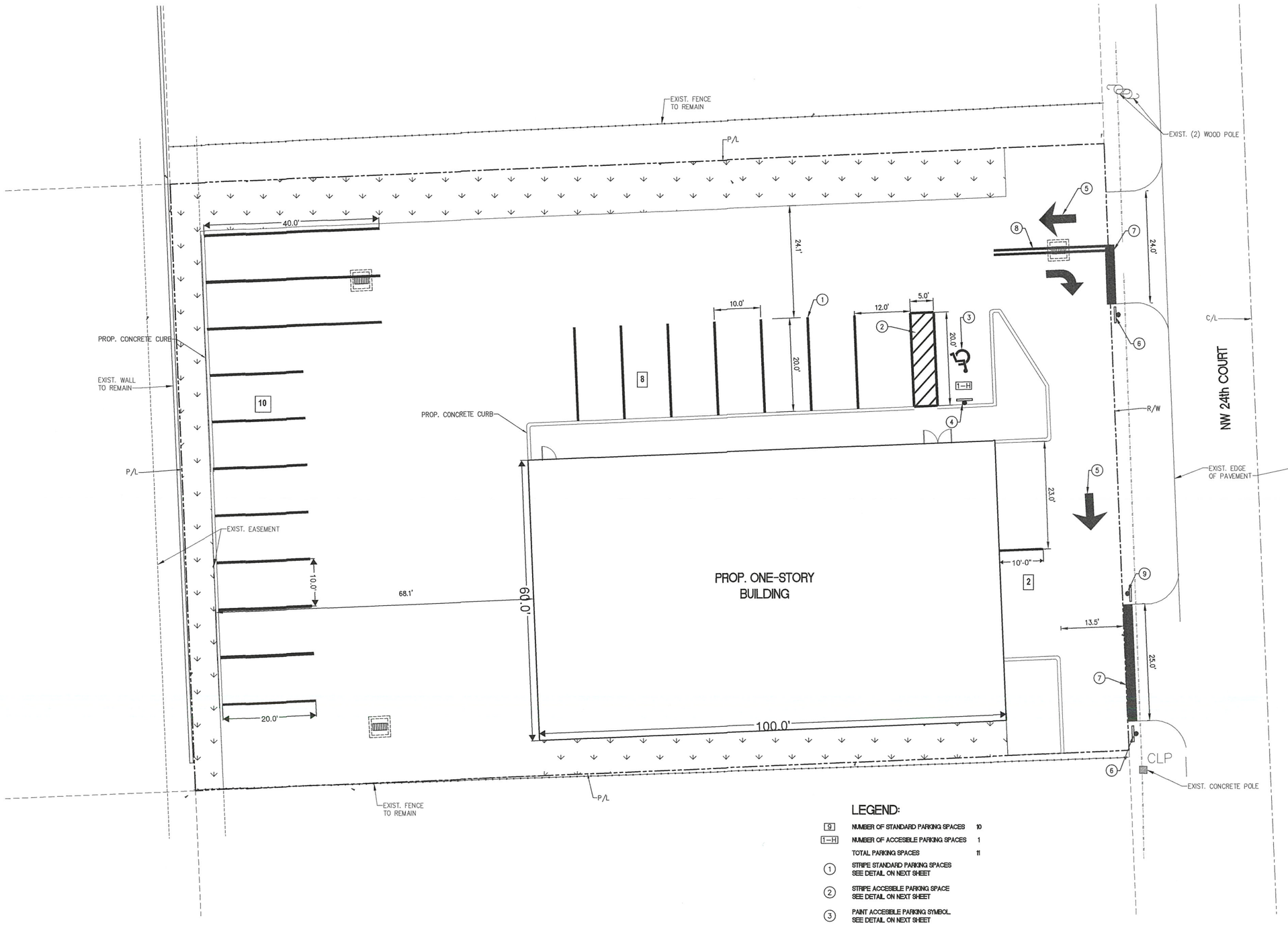
C-6



LEGEND:

9	NUMBER OF STANDARD PARKING SPACES	10
1-H	NUMBER OF ACCESIBLE PARKING SPACES	1
	TOTAL PARKING SPACES	11
1	STRIPE STANDARD PARKING SPACES SEE DETAIL ON NEXT SHEET	
2	STRIPE ACCESIBLE PARKING SPACE SEE DETAIL ON NEXT SHEET	
3	PAINT ACCESIBLE PARKING SYMBOL. SEE DETAIL ON NEXT SHEET	
4	INSTALL ACCESIBLE PARKING SIGN (TYP.). SEE DETAIL ON NEXT SHEET	
5	THROUGH LANE USE ARROW (FDOT INDEX 711-001)	
6	INSTALL "STOP" SIGN. SEE DETAIL ON NEXT SHEET	
7	PAINT 24" WIDE WHITE STOP BAR	
8	PAINT 6" DOUBLE YELLOW (LENGTH 25 FT.)	
9	INSTALL "DO NOT ENTER" SIGN.	

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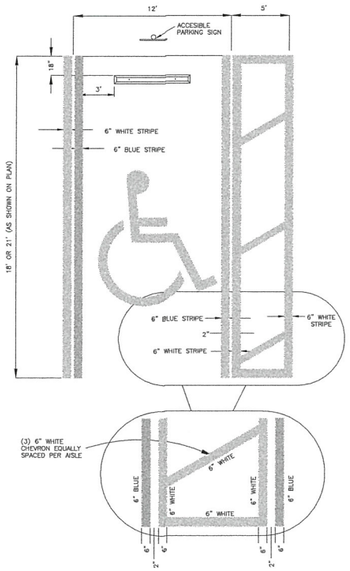
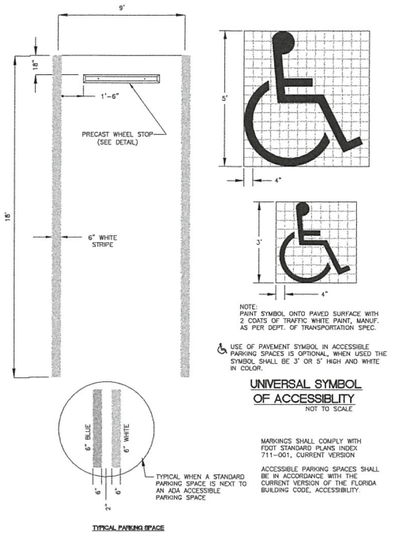
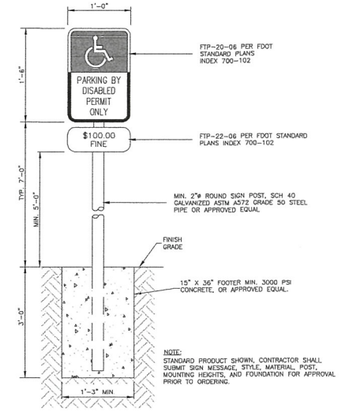


ADA ACCESSIBLE PARKING SPACE



TYPICAL PARKING SPACE DETAILS
NOT TO SCALE



ACCESSIBLE PARKING SIGN DETAIL
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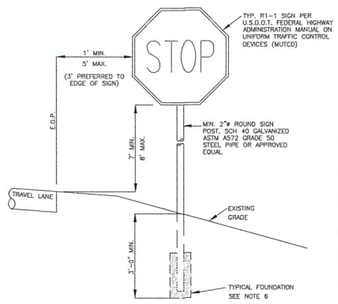
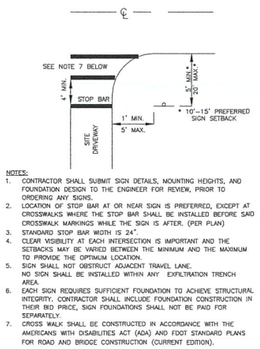
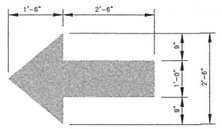




NOTES:
1. CONTRACTOR SHALL SUBMIT SIGN DETAILS, MOUNTING HEIGHTS, AND FOUNDATION DESIGN TO THE ENGINEER FOR REVIEW, PRIOR TO ORDERING ANY SIGNS.
2. LOCATION OF STOP BAR AT OR NEAR SIGN IS PREFERRED, EXCEPT AT CROSSWALKS WHERE THE STOP BAR SHALL BE INSTALLED BEFORE SAID CROSSWALK MARKINGS WHILE THE SIGN IS AFTER. (PER PLAN)
3. STANDARD STOP BAR WIDTH IS 24".
4. CLEAR VISIBILITY AT EACH INTERSECTION IS IMPORTANT AND THE SETBACKS MAY BE VARIED BETWEEN THE MINIMUM AND THE MAXIMUM TO PROVIDE THE OPTIMUM LOCATION.
5. SIGN SHALL NOT OBSTRUCT ADJACENT TRAVEL LANE. NO SIGN SHALL BE INSTALLED WITHIN ANY EXFILTRATION TRENCH AREA.
6. EACH SIGN REQUIRES SUFFICIENT FOUNDATION TO ACHIEVE STRUCTURAL INTEGRITY. CONTRACTOR SHALL INCLUDE FOUNDATION CONSTRUCTION IN THEIR BID PRICE, SIGN FOUNDATIONS SHALL NOT BE PAID FOR SEPARATELY.
7. CROSS WALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).

TYPICAL STOP SIGN INSTALLATION DETAIL
NOT TO SCALE



NOTE: MARKING SHALL BE PAINTED TRAFFIC YELLOW (OR WHITE) WITH MIN. 15 MILS. THICK OF APPROVED LOW V.O.C. PAINT OR APPROVED EQUAL. COORDINATE WITH ARCHITECT AND OWNER ON EXACT LOCATIONS AND AESTHETICS.

TYPICAL TRAFFIC ARROW DETAIL
NOT TO SCALE

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C-8

JANUARY, 2024

Landscape set

14730 NW 24th Ct

Industrial

14730 NW 24th Ct, Opa-locka, FL 33054

DRAWING INDEX

Sheet No.	Sheet Title
L-101	LANDSCAPE PLAN
L-102	LANDSCAPE DETAILS AND NOTES
L-103	PLANT MATERIAL

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

PARAMETRIKA
Land & Design

14730 NW 24th Ct
14730 NW 24th Ct
Opa-locka, FL 33054

SHEET TILE
Cover sheet

ISSUE DATE
01/16/2024

REVISION
Jan 2024

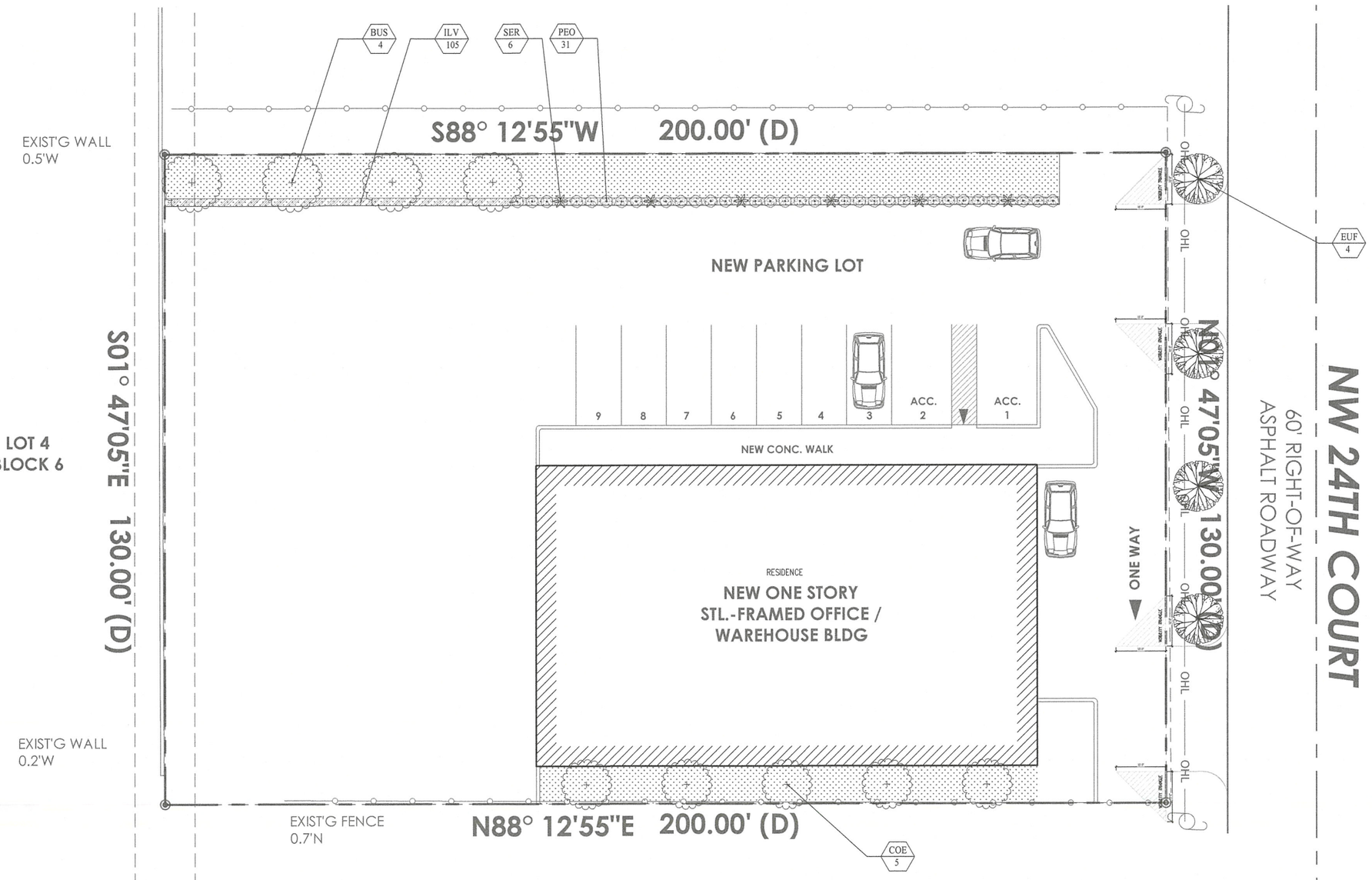
DESIGN
GA

DRAWN
TY

SCALE
N/A

SEAL
REGISTERED LANDSCAPE ARCHITECT
THERESA WYMER
LA6667363
STATE OF FLORIDA
1-31-24
THERESA WYMER
LA6667363

SHEET NUMBER



PLANT LIST

Qty.	Label	Botanical Name	Common name	Size	Native	Drought tolerance	Specifications
			TREES				
4	BUS	Bursera simaruba	Gumbo Limbo	14'	YES	Tolerant	Florida #1 or betrer
5	COE	Conocarpus erectus	Green buttonwood	12'	YES	Tolerant	Florida #1 or betrer
4	EUF	Eugenia foetida	Spanish Stopper	10'	YES	Tolerant	Florida #1 or betrer
			SHRUBS				
105	ILV	Ilex vomitoria	Yaupon Holly	3 gal	YES	Tolerant	Florida #1 or betrer
31	PEO	Pennisetum orientale	White fountain grass	3 gal	NO	Tolerant	Florida #1 or betrer
6	SER	Serenoa repens	Saw Palmetto	3'	YES	Tolerant	Florida #1 or betrer

0' 5' 10' 20' 30'
GRAPHIC SCALE

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

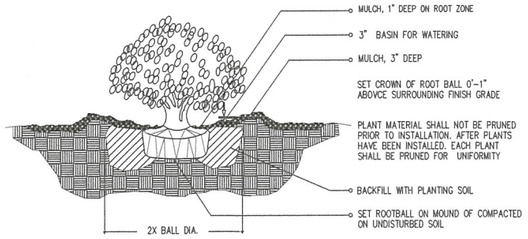
PARAMETRIKA
Land & Design

14730 NW 24th Ct
14730 NW 24th Ct
Opa-locka, FL 33054

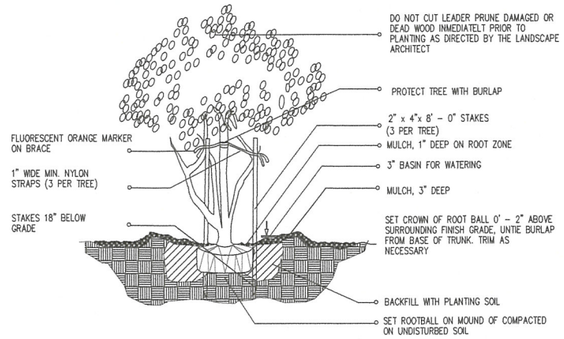
SHEET TILE: Landscape Plan
ISSUE DATE: 01/16/2024
REVISION: Jan 2024
DESIGN: GA
DRAWN: TY
SCALE: 3/32" = 1'-0"

REGISTERED LANDSCAPE ARCHITECT
THERESA WYMER
LA6667363
STATE OF FLORIDA
SEAL: LA6667363
1-31-24

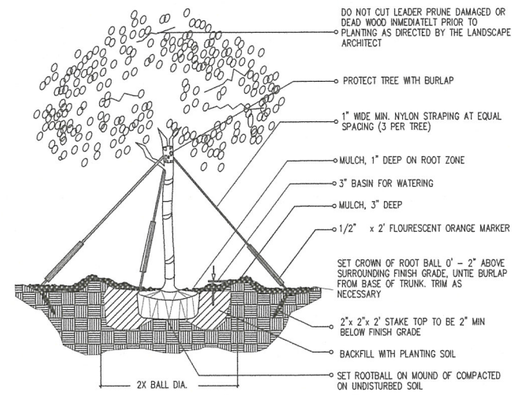
SHEET NUMBER
L-101



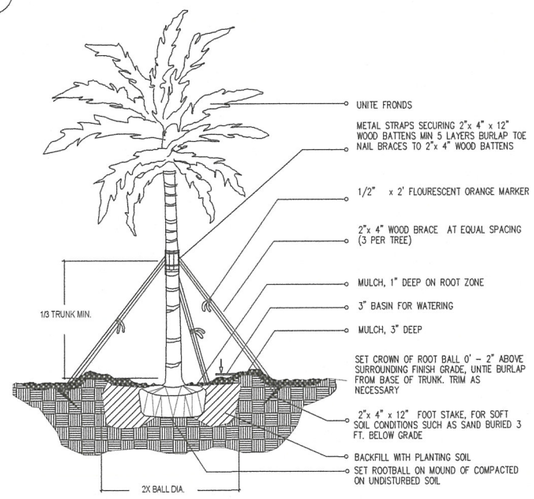
I-1 SHRUB / PLANTING DETAIL



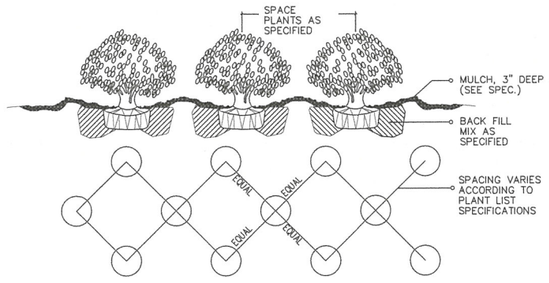
I-2 MULTI-TRUNK AND SMALL TREE (2' cal. and under) / PLANTING DETAIL



I-3 (2" cal. and over) LARGE TREE / PLANTING DETAIL



I-4 LARGE PALM / PLANTING DETAIL



I-6 SHRUB / GROUNDCOVER SPACING PLANTING DETAIL

LANDSCAPE NOTES

1. Non Cypress variety mulch shall extend under all trees, shrubs and ground cover beds to the closest hard edge or sod border, in a minimum of 3" depth.
2. All plants shall meet the minimum standard of Florida No. 1 or better as specified in Grade and Standards for Nursery Plants as published by the Division of Plant Industry, Florida Department of Agriculture, latest edition.
3. All shrubs to be planted a minimum of 24", and ground covers a minimum of 12" from the edge of walks, building walls, pond's edge, etc... Ivara Nora Grant
and Raphiolepsid indica to be planted 36" form edge of walkways.
4. All tees and palms over 8' in height shall be braced to prevent lateral movement for a period of six months from the date of planting. Either wood braces as
shown in the planting detail, or the wire and turnbuckle method shall be used. No nails, screws, metal straps or wires are to be used directly against the trees or palms trunks.
5. All palms except for species such as Cocos, Accelenraphe, Raphis, and other multitrunk palms, shall have straight trunks, free of scars, decay or anu damage
caused by digging, transport or planting handling of the same.
6. All work by the Landscape Contractor shall be performed in a professional and sound manner in accordance with established standards of landscape installation practices and workmanship.
7. Landscape Contractor is responsible for verifying plant quantities prior to bidding. Quantities shown in the plans may vary due to actual site scale, job conditions, etc... Landscape Architect assumes no responsibility for the actual plant count necessary for the sucessful completion of the work.
8. Landscape Contractor and his subcontractors shall be licensed and insured as required by the municipality, county, state or any toher governmental agency requiring a license or insurance in order for the Landscape Contractor to perform his work.
9. All work shall comform to Miami-Dade County's landscape ordinance Chapter 18-A. ordinance
98-13, and any other municipal landscape ordinance in effect at the projects location, including streets-tree.
10. Landscape Contractor is required to procure and obtain any necessary permits applicable for the sucesful completion of this project, if applicable.
11. Landscape material shall not be allowed to grow in such a manner as to impede streetfront triangle of visibility to property owner or neighboors, so as to materially impede vision between a height of 3
feet and 8 feet.
12. Landscape Contractor shall call Sunshine State One Call Center of Florida at 1-800-432-4770 (Toll Free) 48 hours before digging.
13. Landscape Contractor is responsible for inspectinh the site and philically observing all the site conditions prok to entering into Agreements or Contract with Owner. Landscape Contractor shall coordinate his work with the General Contractor of Construction Manager in such a manner as to allowed for a speedy and orderly completion of all work on the site.
14. Any excess soil, landscape materials and debris from the landscape Contractor's work shall be removed from the site immediately upon completion of his work.
15. Landscape Contractor shall coordinate the proposed planting in the Planting Plan with the work required in recolacting and removal of trees in sheet L-1 (Existing Trees).
16. One year warranty

LANDSCAPE LEGEND

Zoning District: S — Net Lot Area: 26,000 SQ FT (0.60 Acre)

	REQUIRED	PROVIDED
OPEN SPACE		
A. Square feet of open space required by Chapter 33, as indicated on site plan:		
Net Lot Area: 26,000 SF x 10% = SF		
C.Total square feet of landscaped open space required by Chapter 33 = A+B	2,600	20,000
LAWN AREA CALCULATION		
A. Total square feet of landscaped open space required by Chapter 33 =		
OPEN SPACE		
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan:		
The number of parking spaces x___square feet per parking space =	n/a	n/a
B. Maxinum lawn area (St. Augustine sod) permitted = 50 % square feet of 26,000 SF=	13,000 SF	2,433 SF
TREES		
A. The number of trees required per net lot acre	9	
less the existing number of trees that meet minimum requirements (minus)	0	
	9	9
B. 30% palm trees allowed (two palms = one tree) Palms provided =	3	0
C. Percentage of native trees required = the number of trees provided x 30% =	3	9
D. Street trees (max. average spacing of 35' o.c.): 130' linear feet along street /35' o.c. =	4	4
Palms as street trees (max. average spacing 25' o.c.): ____ linear feet along street /25'=	N/A	N/A
E. Street trees located directly beneath power lines (max. average spacing of 25' o.c.):		
00' ____ ' linear feet along street /25 =	N/A	N/A
F. Total number of trees provided =	13	13
SHRUBS		
A. The total number of trees required x 10 = the number of shrubs required	90	142
B. The number of shrubs required X 30 % = the number of native shrubs required	43	111
IRRIGATION PLAN		
Required by Chapter 33. Auto Irrigation___or hose bib_X_ provided.		

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

PARAMETRIKA Land & Design

14730 NW 24th Ct

14730 NW 24th Ct
Opa-locka, FL 33054

SHEET TILE: Landscape details and notes

ISSUE DATE: 01/16/2024

REVISION: Jan 2024

DESIGN: GA

DRAWN: TY

SCALE: N/A

SEAL: REGISTERED LANDSCAPE ARCHITECT THERESA WYMER LA6667363 STATE OF FLORIDA — 1-31-24

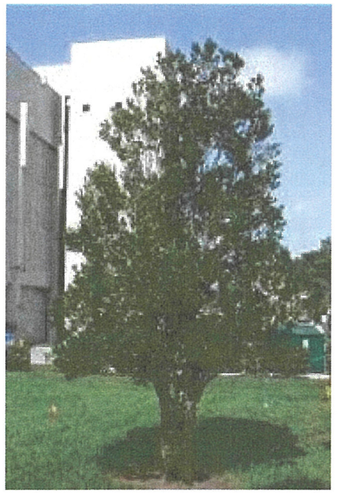
SHEET NUMBER: L-102



Bursera simaruba



Conocarpus erectus



Eugenia foetida



Ilex vomitoria



Pennisetum orientale



Serenoa repens

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

PARAMETRIKA
Land & Design

14730 NW 24th Ct
14730 NW 24th Ct
Opa-locka, FL 33054

SHEET TILE
Plant material

ISSUE DATE
01/16/2024

REVISION
Jan 2024

DESIGN
GA

DRAWN
TY

SCALE
- N/A

SEAL
LA6667363
REGISTERED LANDSCAPE ARCHITECT
THERESA WYMER
STATE OF FLORIDA
1-31-24

SHEET NUMBER
L-103

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, SF Investment, LLC c/o Star Paving Corp. intends to construct a 4,393 square foot warehouse building with 1,607 square foot office area with required parking and landscaping in accordance with the City of Opa-Locka's Land Development Regulations ("City"); and

WHEREAS, the Applicant, has submitted a request for final site plan review to construct this warehouse building in the Industrial Planned zoning district (I-2); and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of SF Investment, LLC c/o Star Paving Corp. 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 has considered the application for development agreement approval at a public meeting on May 7, 2024 and recommended approval / denial of the Development Agreement as required for this use in the I-2 zoning district; and

WHEREAS, the City Commission for the City of Opa-locka reviewed the recommendation from the Planning & Zoning Board; and

WHEREAS, a public hearing was held for the City Commission to consider the development agreement attached hereto and 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 Application. The City Commission for the City of Opa-Locka, Florida hereby approves / denies the Development Agreement for the construction of a warehouse and office building with appropriate parking spaces and landscaping in accordance with the City of Opa-locka's Land Development regulations on the property located at approximately NW 148 Street and NW 24 Court and identified by folio 08-2122-025-0501 in the I-2 Zoning District. A copy of the Site Plan is attached hereto as Exhibit "A".

Section 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager 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 _____, 2024.

_____
John H. 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 _____

Commissioner Kelley _____

Commissioner Bass _____

Vice Mayor Ervin _____

Mayor Taylor _____

DocuSign Envelope ID: 28492849-B2BE-446C-8117-1A67A8A45B99

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by: Gregory Gay DCFBED63852C45C...	
City Manager:	Darvin E. Williams			**CM Signature**	DocuSigned by: C46C07C1E8DE492...	
Commission Meeting Date:	June 12, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**
					X	
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**			
		X				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:** Planning & Community Development		City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED APPROXIMATELY AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT AND ALSO WITHIN THE INNOVATION DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The subject property is currently owned by SF Investment Properties, LLC, and is approximately a 26,000 square feet undeveloped property site according to Miami-Dade County Property Appraiser's website. This property is located approximately at NW 148th Street and NW 24th Court and the site is identified by folio 08-2122-025-0501. This site has been used for the current paving & construction company use, in violation of City Code and the Business Owner is resolving all non-compliance issues through submittal of the site plan and development agreement which is required before a business license and certificate of use can be approved on an undeveloped property site. This property is zoned Industrial Planned District (I-2) and is also within the Innovation District, and this business

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operation is permitted in this zoning district. Access to this property, to enter and to leave this site will be through NW 24th Court. The owner, as shown in the site plan, intends to develop an office and warehouse building and provide 20 parking spaces and 1,865 square feet of landscaped open space. This operation is compatible to the surrounding industrial uses. This request was presented to the Planning & Zoning Board at a public hearing on May 7, 2024, and the PZAB recommended approval of both requests.

Financial Impact With the construction of new commercial property the City will realize additional future revenue for Ad Valorem Taxes, Stormwater Assessment, Hydrant Assessment, Permit Fees, Impact Fees, and License fees. In addition, the City will be providing the Utility services to the property. There are no known expenses associated with this resolution at this time.

Proposed Action:

Planning & Community Development Staff recommends approval of this development agreement review legislation.

Attachment:

Draft Resolution
Site Plan Review Application Package
PZAB Meeting Minutes

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

Peckar & Abramson, P.C.
One SE Third Avenue, Ste. 2000
Miami, Florida 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 S.F. Investment Properties, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this___day of_____2024 ("Execution Date") by and between S.F. Investment Properties, LLC (the "Owner"), a Florida limited liability company with the mailing address of 2841 S.W. 142 Avenue, Miami, FL 33175 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 .5968 acres of land located at approximately NW 148th Street & NW 24th Court within the municipal boundaries of the City and identified by Miami Dade County Tax Folio Nos. 08-2122-025-0501, (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 includes the construction of a 6,000 sq ft Building, that includes adequate parking and provides 20 parking spaces for office/employee/customer parking, as well as the planting 13 trees and 111 shrubs through-out the property in accordance with the approved site plan; and

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

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

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

WHEREAS, the City Commission pursuant to Resolution No.____ , adopted on _____ , authorizes the City Manager to execute this Agreement upon the terms and conditions set forth 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, S. F. Investment Properties., (the "Owner"), a Florida limited liability company, with the mailing address of 2841 SW 142nd Avenue, Miami, FL 33175 and/or any of its respective successors, assigns, or heirs thereof.
   f. Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

g. 'Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

h. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

i. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein

j. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.

k. "Existing Zoning" means (a) all entitlements associated with the City's approval of the S.F. Investment Properties, LLC., Site Plan, at approximately NW 148th Street and NW 24th Court, and identified by folio 08-2122-025-0501 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 S.F. Investment Properties, LLC., Site Plan, at approximately NW 148 Street and NW 24th Court and identified by folio 08-2122-025-0501, "Final Site Plan" approved by the City Commission via Resolution No._____ for the Proposed Development which includes the construction of a 6,000 sq ft office/warehouse building that includes 20 parking spaces, as well as planting 13 trees and 111 shrubs through-out the property in accordance with the S.F. Investment Properties, LLC approved site plan as 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 1ocal 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, S.F. Investment Properties, LLC.

s. "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 Industrial Planned (I-2) zoning district regulations for this property and all applicable laws.

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 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 contactor(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, S.F. Investment Properties, 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.
City Attorney/City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054
And
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Developer at: S.F. Investment Properties, LLC
2841 SW 142nd Avenue,
Miami, FL 33175

And

With a copy to: Law Office of
Peckar & Abramson, PC.
One S.E. Third Avenue, Suite 2000
Miami, FL 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: _____ By: _____
City Clerk City Manager

Dated: _____day of _____, 2024.

Approved for form and legal sufficiency:

City Attorney: _____

S.F. Investment Properties, LLC.
., a Florida limited liability company

WITNESS:

_____ By: _____
Signature Owner/Agent

Title: Manager
Lucy Batista

Abel T. Mendez

_____
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 _____, 2024 by Guillermo Fernandez as Manager of S.F. Investment Properties, LLC, a Florida limited liability company. He is:

___ personally known to me, or
___ produced identification. Type of identification produced _____.

_____
Notary Public, State of Florida at Large

_____
Print Name

My Commission Expires:

EXHIBIT A

Legal Description

22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 PORT OF LOT 7 DESC BEG SE COR OF LOT 7 TH N 01 DEG W 130FT S 88 DEG W 200FT S 01 DEG E 130FT N 88 DEG E 200FT TO POB BLK 6 LOT SIZE 26000 SQ FT OR 17719-4591 0797 2 (2) COC 26324-3141 11 2007 1

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 _____, 2024.

2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and S.F. Investment Properties, LLC Incorporated as approved by the City of Opa-Locka City Commission pursuant to Resolution No._____, passed and adopted on
_____, 2024 (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.

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MAY 7, 2024, 7:00 P.M.

CALL TO ORDER

Board Member Audrey Dominguez called the Planning and Zoning Board meeting to order at 7:40 p.m. on May 7, 2024.

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.

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germane Barnes, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Chair Elio Guerrero and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Pettis, and City Manager Darvin Williams.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – March 19, 2024**

Motion made by Board Member Mata, seconded by Board Member Barnes, to approve the meeting from March 19, 2024. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND**

DEVELOPMENT REGULATION ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Kenneth Ottley, Chief of Police for Opa-locka, introduced Lieutenant Commander Kaj Larsen, who serves the southern region of the Florida State Guard. This unit was commissioned in 2024 as a stand-alone component of the National Guard, and its special operations company supports law enforcement missions in Florida using combat experience. He is one of the founders of the proposed project, which is known as the Armory.

Lt. Comm. Larsen advised that there are currently no nearby training facilities to help veterans and law enforcement with some types of training. A facility such as the Armory would help the Guard more effectively assist law enforcement. It also helps the Florida State Guard amplify some of their philanthropic efforts in the local community.

The Armory would serve as the headquarters of the Southern Division of the Special Missions Unit of the Guard, as well as providing a home for the Guard's other community causes. He concluded that tonight's Application is the first step toward changing policy language and allowing the Armory project to move forward.

Wes Hevia, representing the Armory, showed slides of what the project will entail, which includes an advanced shooting range, advanced simulators, locker rooms, virtual trainers, and tactical rooms which allow for a range of training scenarios. The purpose of today's Application is to create a use within Code. The Armory will come back at a later time with a site-specific application including a floor plan and providing more details on the controls within the proposed facility.

It was asked whether the facility would be open to the public or restricted to law enforcement. Chief Ottley replied that the project will be a members-only multi-use law enforcement facility.

Planning and Community Development Director Gregory Gay advised that this Item specifically addresses legislation that would allow the requested use. The use is not currently allowed within City Code.

Zoning Official Gerald Lee stated that the City's current land development regulations currently do not allow this type of operation within Opa-locka. If Code is amended to

permit shooting ranges and armories, the best location for that use would be within the I-3 zoning district. The proposed legislation is consistent with Florida Senate Bill (SB) 45, as well as certain other areas of Florida Statutes which address gun regulations and safety.

The proposed amendment would be included in City Zoning Code Section 22-142. Zoning Official Lee noted that an entire section of the Ordinance, which is included in the Board members' backup materials, would be added to Zoning Code. It would provide for distance requirements from other uses, as well as requirements for sound absorption, protections, parking, environmental considerations, and land use.

Once the Ordinance is passed, any entity wishing to establish the proposed use would have to go through conditional use review. This means they would have to come back before the Planning and Zoning Board (PZB) to request approval, based on the standards provided at today's meeting. Staff recommends approval of the Application.

A question was asked regarding current zoning. Zoning Official Lee replied that Staff has recommended allowing the proposed use in the I-3 zoning district. Director Gay further clarified that the I-3 zoning district is located in the western portion of the City, near the airport.

Board Attorney Pam Pettis noted corrections which will need to be made to the proposed Ordinance before it advances to the City Commission, and any motions of approval should be made with the corrections as stated:

- Typographical errors in the title
- Portion of Section 12 referring to the effective date for the Resolution should be deleted, as it is not a Resolution but an Ordinance
- Section directing the City Clerk to provide a copy to all relevant departments, agencies, and interested parties should be deleted, as it is not applicable

Motion made by Board Member Barnes, seconded by Board Member Mata, to adopt the amendment in Item 1 to create a new definition for indoor shooting ranges, dependent upon the alteration as described by the City Attorney within the document. In a roll call vote, the **motion** passed unanimously (4-0).

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

At this time the public hearing was opened.

Jane Storms, representing the Applicant, advised that the plat has been submitted following Site Plan approval, which occurred in 2023.

Zoning Official Lee stated that this Item is the last step in the approval process for a project that previously received Site Plan and Development Agreement approval. It is for self-storage use on 27th Avenue, bordering State Road (SR) 9. Demolition on the site is expected soon.

Part of the development process is a tentative plat, as required by Miami-Dade County. The Applicant requests approval from the PZB, to be followed by approval from the City Commission. The tentative plat will be brought back following County review and a final plat will be prepared.

It was noted that the Board voted on the Item in 2023 and it was subsequently passed by the City Commission. Zoning Official Lee explained that in 2023, the Applicant received Site Plan and Development Agreement approval; however, Miami-Dade County's development standards include a platting process. This is related to review of the surveyor's final determination of points of ingress/egress, the allocation of property edges, and what will be part of the actual site. Following the County's platting process, all improvements that are planned for the subject property are recorded.

Director Gay further clarified that what the Board previously approved was the project that will be built on the site as well as its Development Agreement. Miami-Dade County has additional requirements for modifications, including pre-platting. The Applicant is already going through the permitting process for the site. He reiterated that the County, not the City, requires the site to go through the tentative platting process to ensure the site is properly sound and can be developed.

It was also asked why the Application information in the Board members' backup materials include a different address. Zoning Official Lee replied that this was an error, and the correct property address is 14301 NW 27th Avenue. It was noted that a motion will be required to address this mistake before the Board votes on the Item.

Attorney Pettis advised that the Board's motion should change the address listed in the first "Whereas" clause to the correct address, 14301 NW 27th Avenue. She confirmed that this change will be made before the Application advances to the Commission.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 2, provided that the address be updated per the document to the correct address of 14301 NW 27th Avenue. In a roll call vote, the **motion** passed unanimously (4-0).

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE**

CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Lucy Batista, property owner, requested approval for the project's Site Plan and Development Agreement. The proposal is for construction of an office/warehouse for a paving company.

Zoning Official Lee advised that the request is for final Site Plan approval for an office and warehouse. The Applicant owns the subject property, which has never been developed. The Site Plan follows the City's land development regulations and provides parking, landscaping, and lot coverage. Staff recommends approval of the request.

Zoning Official Lee continued that the property is currently being used by its owner, but the owner did not have the appropriate approvals from the City for Site Plan review. They are now complying with the City's requirements.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 3. In a roll call vote, the **motion** passed unanimously (4-0).

4. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay advised that this Application also applies to the property discussed in Item 3. It is the Development Agreement for the subject site. Because the project is new construction, certain aspects of that agreement are required, including construction timelines and opportunities for hiring local residents. The Applicant has followed the required processes for the Development Agreement. Staff recommends approval of the Application.

Board Member Barnes asked if Development Agreements are ever updated by Staff to reflect components such as adequate shading and tree coverage. Zoning Official Lee explained that Development Agreements are based on the City's land development regulations.

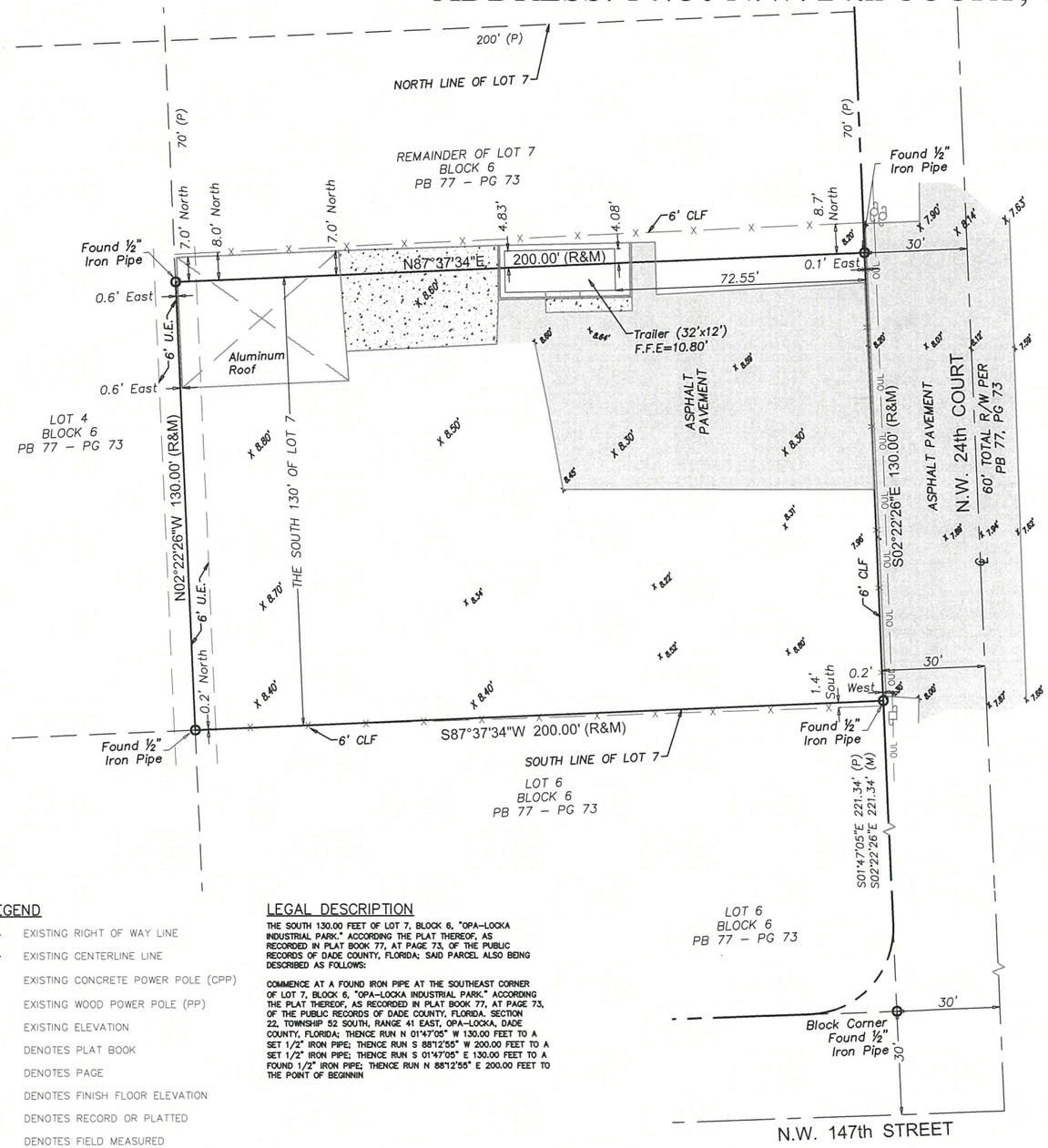
Motion made by Board Member Barnes, seconded by Board Member Mata, to approve Item 4. In a roll call vote, the **motion** passed unanimously (4-0).

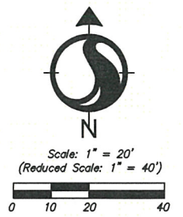
6. ADJOURNMENT

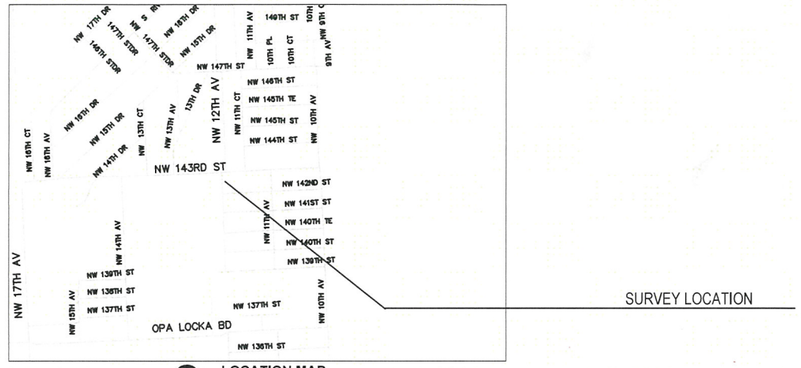
The meeting was adjourned at 8:19 p.m.

BOUNDARY SURVEY

ADDRESS: 14730 N.W. 24th COURT, OPA-LOCKA, FL 33054







LOCATION MAP
SCALE : NOT TO SCALE

LEGEND

———	EXISTING RIGHT OF WAY LINE
— — —	EXISTING CENTERLINE LINE
	EXISTING CONCRETE POWER POLE (CPP)
	EXISTING WOOD POWER POLE (PP)
X 8.40'	EXISTING ELEVATION
PB	DENOTES PLAT BOOK
PG	DENOTES PAGE
F.F.E.	DENOTES FINISH FLOOR ELEVATION
(R) OR (P)	DENOTES RECORD OR PLATTED
(M)	DENOTES FIELD MEASURED
CLF	DENOTES CHAIN LINK FENCE
U.E.	DENOTES UTILITY EASEMENT

LEGAL DESCRIPTION

THE SOUTH 130.00 FEET OF LOT 7, BLOCK 6, "OPA-LOCKA INDUSTRIAL PARK." ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, AT PAGE 73, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID PARCEL ALSO BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND IRON PIPE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 6, "OPA-LOCKA INDUSTRIAL PARK." ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, AT PAGE 73, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, OPA-LOCKA, DADE COUNTY, FLORIDA; THENCE RUN N 01°47'05" W 130.00 FEET TO A SET 1/2" IRON PIPE; THENCE RUN S 88°12'55" W 200.00 FEET TO A SET 1/2" IRON PIPE; THENCE RUN S 01°47'05" E 130.00 FEET TO A FOUND 1/2" IRON PIPE; THENCE RUN N 88°12'55" E 200.00 FEET TO THE POINT OF BEGINNIN

SURVEYOR'S NOTES:

1. LEGAL DESCRIPTION PROVIDED BY CLIENT.
2. REFERENCES TO "DEED", "RECORD" OR "PLAT REFER TO DOCUMENTS AND INSTRUMENTS OF RECORD AS PART OF THE PERTINENT INFORMATION USED FOR THIS SURVEY WORK. MEASURED DISTANCES, DIRECTIONS AND ANGLES ALONG BOUNDARY LINES ARE IN CONSISTENCY WITH CORRESPONDING VALUES FROM RECORDS, UNLESS OTHERWISE SHOWN.
3. THESE LANDS ARE SUBJECT TO ADDITIONAL RESTRICTIONS OF RECORD THAT WERE NOT FURNISHED TO THE UNDERSIGNING REGISTERED SURVEYOR. A TITLE SEARCH HAS NOT BEEN PERFORMED BY THE SURVEYOR.
4. NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN ON A WELL-ESTABLISHED LINE, SAID LINE IS BEING NOTED AS BR ON THE SURVEY MAP.
5. ONLY ABOVE GROUND IMPROVEMENTS ARE SHOWN HEREIN, FOUNDATIONS, UNDERGROUND FEATURES AND UTILITIES HAVE NOT BEEN LOCATED.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. DISTANCES FROM EXISTING FENCES TO BOUNDARY LINES ARE APPROXIMATE. FENCE/WALLS WIDTH AND CONDITIONS MUST BE CONSIDERED TO DETERMINE TRUE LOCATION. LANDS LOCATED BEYOND PERIMETER FENCES MIGHT OR MIGHT NOT BE BEING USED BY ADJOINERS. ADJOINING PARCELS HAVE NOT BEEN INVESTIGATED.
7. THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN HEREON. DATA IS EXPRESSED IN U.S. SURVEY FOOT.
8. FLOODPLAIN INFORMATION: AS SCALED FROM FEDERAL INSURANCE RATE MAP (FIRM) OF COMMUNITY NO. 120657 (CITY OF OPA-LOCKA), PANEL 0136, SUFFIX L, REVISED ON SEPT 11TH, 2009, THIS REAL PROPERTY FALLS IN ZONE "X"
9. HORIZONTAL ACCURACY: ACCURACY OBTAINED THRU MEASUREMENTS AND CALCULATIONS MEETS AND EXCEEDS THE MINIMUM HORIZONTAL FEATURE ACCURACY FOR A SUBURBAN AREA BEING EQUAL TO 1 FOOT IN 7, 500 FEET.
10. VERTICAL CONTROL AND ACCURACY: THE ELEVATIONS AS SHOWN ARE REFERRED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929). THE CLOSURE IN FEET, AS COMPUTED, MEETS THE STANDARD OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARED ROOT OF THE LOOP DISTANCE IN MILES. ELEVATION ARE BASED ON A LEVEL LOOP FROM AND TO THE FOLLOWING OFFICIAL BENCH MARKS:
    NAME: N-392 ELEVATION 9.14' (NGVD 1929)
    LOCATOR: 2133S
    LOCATION: SESAME ST (APPROXIMATE 146th ST) --- 27' SOUTH OF CENTERLINE
    N.W. 27 AVE --- 64.2' EAST OF CENTERLINE.
    DESCRIPTION: PK NAIL AND BRASS WASHER IN CONCRETE SLAB AT THE NW CORNER OF GAS STATION.
11. THE SURVEY DEPICTED HERE IS COVERED BY PROFESSIONAL LIABILITY INSURANCE.
12. COORDINATES, IF ANY, ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD 1983/11.
13. LAST DATE OF FIELD WORK: 04/01/2023

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY TO THE HEREIN NAMED FIRM AND OR/PERSONS, THAT IN MY PROFESSIONAL OPINION, THIS "BOUNDARY SURVEY" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGMENT AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS THE STANDARDS OF PRACTICE REQUIREMENTS, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 FLORIDA STATUES, AS SET FORTH BY IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, UNDER SECTIONS 5J-17.052 AND IS A "BOUNDARY SURVEY"

CERTIFIED TO: SF INVESTMENTS PROPERTIES LLC

NOTE: THE SURVEY MAP AND NOTES AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPERS OR EQUIVALENT IGC DIGITAL CERTIFICATE. ANY ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

1/24/24

BY: MICHAEL CAROZZA *DATE*
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA, No. 6965

C:\Program Files (x86)\AutoCAD Land Desktop 2009\Template\Miguel-Michael.dwt 10/26/2012 2:09:30 PM EDT

DATE	BY	DESCRIPTION

MPG TECHNICAL GROUP CORP.

CERTIFICATE OF AUTH. # LB-6932
1200 NW 78th Avenue, Suite 213
Doral, Florida 33126
Ph. (305) 801-0334 Ph. (786) 953-8953

	NAME	DATE
DRAWN BY	E.O.	4/08/2023
CHECKED BY	M.C.	4/12/2023
FIELD DATE: 04/01/2023		

CITY OF OPA LOCKA

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	MIAMI-DADE	N/A

VERIFICATION NOTE

GENERAL NOTE: FLOOR PLANS, ELEVATIONS & BUILDING SECTIONS HAVE BEEN DRAWN TO APPROXIMATION AND SHALL BE FIELD-VERIFIED BY THE CONTRACTOR BEFORE ANY WORK BEGINS AND BEFORE ORDERING ANY CONSTRUCTION MATERIALS OR FIXTURES. THE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR THESE INACCURACIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT UPON FINDING ANY INACCURACY RELATING TO THE PLANS AND THE ACTUAL PROJECT SITE CONDITIONS. IT SHALL ADDITIONALLY BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE W/ THE OWNER BEFORE ORDERING ANY MATERIALS OR FIXTURES AS SHOWN IN THESE PLANS.

CODE INFORMATION

THESE CONSTRUCTION DOCUMENTS WERE PREPARED USING THE 2020 FLORIDA RESIDENTIAL BUILDING CODE 7TH ED., HIGH VELOCITY HURRICANE ZONE, IN ADDITION TO OTHER CHAPTERS WHICH THE HVHZ DID NOT COVER. WINDOWS & DOORS SHALL BE IMPACT RATED & HAVE A CURRENT NOA APPROVAL NUMBER & SHOP DRAWING AS SUPPLIED FOR WEATHERIZATION & IMPACT RATING APPROVAL. ADJUSTED WALL SEGMENTS HAVE BEEN DESIGNED FOR COMPLIANCE W/ SHEAR RESISTANCE PER THE ASCE-7 CODE IN COMBINATION W/ ACI-530, TMS 402-13 AND IN ACCORDANCE WITH ASCE 5. WHERE APPLICABLE, THE ENERGY CONSERVATION CALCULATIONS WERE PREPARED USING THE IECC CODE.

CURRENT CODES IN AFFECT INCLUDE THE 2020 FLORIDA BUILDING CODE RESIDENTIAL, 2020 FLORIDA BUILDING CODE EXISTING BUILDING, 2020 FLORIDA BUILDING CODE ENERGY CONSERVATION, 2020 FLORIDA BUILDING CODE FUEL GAS, 2020 FLORIDA BUILDING CODE PLUMBING, 2020 FLORIDA BUILDING CODE MECHANICAL, 2020 FLORIDA BUILDING CODE TEST PROTOCOLS, 2012 FLORIDA ACCESSIBILITY CODE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ADHERE TO ALL BUILDING CODES PERTAINING TO THE SCOPE OF WORK INCLUDED IN THESE DRAWINGS.

FINISH NOTES

1 – SPACES NOTED WITHIN AREA OF WORK SHALL RECEIVE (1) LAYER OF 5/8" GYPSUM BD TO MATCH ADJACENT WALL SURFACES AS REQ. FOR REPAIR, PRIMER W/ (2) COATS MIN. OF INTERIOR LATEX PAINT BY BENJAMIN MOORE OR APPROVED EQUAL.
2 – ALL CEILINGS THAT RECEIVE NEW INSULATION, 1/2" TYPE X GYP. BD. & SHALL BE ADDITIONALLY FINISHED W/ (1) COAT OF PRIMER, AND (2) COATS OF BENJAMIN MOORE INTERIOR LATEX PAINT, COLOR TO BE "CEILING WHITE".
3 – CONTRACTOR SHALL PROVIDE & INSTALL ALL INTERIOR WINDOW CASINGS AND MOLDINGS AS REQUIRED & COORDINATED W/ OWNER.
4 – COORDINATE PAINT FINISHES OR STAINS TO BE APPLIED TO ALL NEW & REFINISHED DOORS WITH OWNER.
5 – THE STYLE AND FINISH OF ALL NEW DOOR HARDWARE SHALL BE COORDINATED WITH OWNER AND OF THE LEVER HANDLE TYPE. BASE PRICE SHALL INCLUDE SCHLAGE SATIN NICKEL FINISH OR APPROVED EQUAL. WHERE A SLIDING DOOR OR BARN DOOR IS INDICATED IN THESE DRAWINGS, USE HARDWARE BY HAFELE OR APPROVED EQUAL.

BUILDING PLAN REVIEW NOTE:

BUILDING PLANS EXAMINER SHALL REVIEW THE ENCLOSED DOCUMENT FOR MINIMUM ACCEPTABLE PLAN SUBMITTAL REQUIREMENTS OF THE AHJ & STATE OF FLORIDA AS SPECIFIED IN THE BUILDING CODE. THIS REVIEW HOWEVER DOES NOT GUARANTEE COMPLIANCE WITH THAT CODE. THE SEAL AND SIGNATURE OF THE DESIGN PROFESSIONAL HAS BEEN INTERPRETED AS AN ATTESTATION THAT, TO THE BEST OF THE LICENSEE'S BELIEF AND INFORMATION, THE WORK IN THIS DOCUMENT:

– IS ACCURATE,
– CONFORMS WITH GOVERNING CODES APPLICABLE AT THE TIME OF SUBMISSION,
– CONFORMS WITH REASONABLE STANDARDS OF PRACTICE AND WITH VIEW TO THE SAFEGUARDING OF LIFE, HEALTH, PROPERTY AND PUBLIC WELFARE,
– IS THE RESPONSIBILITY OF THE LICENSEE.

WINDOW & DOOR NOTES

1. ALL NEW WINDOWS/DOORS SHALL BE PGT IMPACT SERIES, ENERGY STAR RATED, OR APPROVED EQUAL & SHALL INCLUDE INSECT SCREENS.
2. ALL WINDOWS SHALL BE INSTALLED WITH CASINGS, & EXTENSION JAMBS (WHERE REQUIRED); FINISH TO BE COORDINATED WITH OWNER. ENSURE ALL WINDOWS ARE INSTALLED PER MANUFACTURER'S SPECIFICATIONS & FLORIDA PRODUCT APPROVAL SHOP DRAWINGS.
3. ALL WINDOWS SHALL INCLUDE WHITE EXTERIOR FINISH W/ BROWN INTERIOR FINISH AND NO GRILLE INSERTS (VERIFY FINISH W/ OWNER).
4. ALL INTERIOR SWING DOORS THAT ARE SEPARATING CONDITIONED SPACES OR OTHER UNHEATED AREAS SHALL BE ALUMINUM/INSULATED.
5. HEIGHT AND WIDTHS AS INDICATED IN PLANS.
6. ALL DOORS SHALL HAVE ADA COMPLIANT LEVER HANDLES IN BRUSHED STEEL FINISH & MOUNTED @ THE PROPER HEIGHT.
7. ADJOINING WINDOWS/MULLIONS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS TO COMPLY WITH MIN. 175MPH WIND ZONE.
8. SEE PLANS & ELEVATIONS FOR OPENING FUNCTION OR HINGE.

LOCATION MAP



SCOPE OF WORK

THIS PROJECT CONSIST OF :
-STRUCTURAL FOUNDATION FOR NEW STEEL BUILDING
-CONSTRUCTION OF NEW PRE-FAB STEEL BUILDING
-SITE PARKING
MECHANICAL:
-INSTALL NEW AC AND AHU AS SHOWN.
ELECTRICAL:
-INSTALL NEW ELECTRICAL SERVICE, METER AND PANEL. RECEPTACLES AND LIGHTING SHALL BE INSTALLED AS SHOWN.
PLUMBING:
THE SANITARY AND WATER SUPPLY LINES SHALL BE INSTALLED AS SHOWN.

CODE REFERENCES

FLORIDA BUILDING CODE, 7th EDITION (2020)

FLORIDA EXISTING CODE, 7th EDITION (2020)

FLORIDA RESIDENTIAL CODE, 7th EDITION (2020)

NATIONAL ELECTRIC CODE 5th EDITION (2017)

BUILDING CODE SUMMARY

OCCUPANCY TYPE: S (Office/Storage)
CONSTRUCTION TYPE: TYPE V-B
CLASSIFICATION OF WORK: LEVEL 3 ALTERATION

FLOOD ZONE INFORMATION:

FLOOD MAP: 12086C301L
BASE FLOOD ELEVATION:
EXISTING AND NEW FIRST FLOOR ELEVATION: X.X' NAVD

ZONING DATA

ZONE	I-2		
SETBACKS	**REQUIRED**	**EXISTING**	**PROPOSED**
FRONT	25'	N/A	25'
SIDE (SOUTH)	0'	N/A	7'-6"
SIDE (NORTH)	0'	N/A	62'-4"
REAR	25'	N/A	25'-8"
BUILDING HEIGHT	45'	N/A	25'-8"
LOT COVERAGE	-	N/A	23.3%

AREA TABULATION

EXISTING:
TOTAL: 0 SQ.FT
CONDITIONED: 0 SQ.FT
PROPOSED:
TOTAL: 6,060 SQ. FT.
CONDITIONED: 1,667 SQ. FT.
LOT AREA : 26,000 SQ. FT

LEGAL DESCRIPTION

THE SOUTH 130.0 FEET OF LOT 7, BLOCK 6, "OPA-LOCKA INDUSTRIAL PARK," ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, AT 73, OF THE PUBLIC RECORDS OF DADE COUNTY

DRAWING INDEX

A-0.0	PROJECT INFORMATION
A-0.1	NOTES AND ABBREVIATIONS
SP-1.0	PROPOSED SITE PLAN
SP-1.1	PROPOSED SITE PLAN WITH
A-1.0	PROPOSED FLOOR PLAN
LS-1	LIFE SAFETY PLAN

BLUE HORIZON ENGINEERING
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ENGINEER:
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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: NEW PRE-FAB STEEL BUILDING

PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

A-0.0
SHEET NUMBER

GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA STATE REQUIREMENTS FOR CURRENT EDITION, THE FLORIDA BUILDING CODE 7TH EDITION 2020 (WITH ALL APPLICABLE REVISIONS), FLORIDA BUILDING CODE EXISTING 2020, FLORIDA FIRE PREVENTION CODE 2020, ALL STATE AND LOCAL ZONING CODES. PERMITS SHALL BE POSTED IN A VISIBLE PLACE AT ALL TIMES.
2. ALL PERMITS, UTILITY AND METER CONNECTION FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
3. ALL WORK, MATERIALS AND EQUIPMENT UTILIZED IN THIS PROJECT SHALL BE NEW AND INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.
4. ALL WORK FOR THIS PROJECT SHALL CONFORM TO STANDARDS PUBLISHED BY RECOGNIZED PROFESSIONAL AND INDUSTRY ORGANIZATIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING AND FAMILIARIZING HIMSELF WITH ALL EXISTING CONDITIONS AFFECTING THE WORK, INCLUDING BUT NOT LIMITED TO PRIVATE AND PUBLIC UTILITIES, ON AND OFF SITE, ACCESS ROADS AND OTHER SUPPORT FACILITIES.
6. CONTRACTOR TO REMOVE, RELOCATE OR RE-ROUTE, AS NECESSARY, ELECTRICAL, TELEPHONE, WATER, SEWER, GAS (IF APPLICABLE) OR ANY OTHER UTILITY LINES ENCOUNTERED AND SHALL COORDINATE THIS WORK WITH ALL LOCAL UTILITY COMPANIES.
7. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY UNEXPECTED OR UNKNOWN FIELD CONDITIONS, ERRORS, OMISSIONS, OR DISCREPANCIES IN THE DRAWINGS, PROJECT MANUAL, OR CONTRACT DOCUMENTCONTRACTOR SHALL PREPARE AND MAINTAIN ALL CONSTRUCTION AREAS, AS WELL AS SURROUNDING AREAS FREE OF DEBRIS OR HAZARDOUS EQUIPMENT AT ALL TIMES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR THE REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP. CONSTRUCTION PERSONNEL SHALL BE CONFINED TO THE LIMITS OF THE CONSTRUCTION AREA. ALL OSHA REGULATIONS FOR CONSTRUCTION AREAS SHALL BE STRICTLY FOLLOWED.
9. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS SHALL BE FOLLOWED.
10. ALL DIMENSIONS ARE BASED ON NOMINAL SIZES OF MEMBERS AND ARE GIVEN TO THE OUTER FACE OF SUCH MEMBERS, NOT TO FACE OF FINISH MATERIALS UNLESS OTHERWISE NOTED ON DRAWINGS. WHERE A DIMENSION IS LABELED "CLEAR" IT IS TAKEN FROM THE FACE OF FINISH MATERIALS TO FACE OF FINISH MATERIALS.
11. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION. ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY CONTRACTOR BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION WILL BE RETURNED WITHOUT REVIEW. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
12. THE CONTRACTOR SHALL BE AWARE THAT SPECIFIC FIRE-RATED SEPARATION WITHIN THE BUILDING'S CONSTRUCTION ARE REQUIRED BY CODE. THE USE OF SPECIFIC MATERIALS AND COMBINATIONS OF MATERIALS WITHIN FIRE RATED ASSEMBLIES, AS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS, ARE FOR THE PURPOSE OF ACHIEVING THOSE REQUIRED FIRE SEPARATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ANY CHANGE IN MATERIAL THAT IS REQUESTED BY OR MADE BY THE CONTRACTOR AND/OR IT'S SUBCONTRACTORS, FROM THOSE MATERIALS DRAWN OR SPECIFIED, DOES NOT IN ANY WAY AFFECT OR LESSEN THE REQUIRED CONSTRUCTION ASSEMBLY. SPECIFIC SEQUENCES OR METHODS OF ACHIEVING FIRE RATED ASSEMBLIES REQUIRED BY A "U.L. No." LISTING SHALL BE FOLLOWED WITHOUT DEVIATION, UNLESS OTHERWISE NOTED OR DETAILED.
13. WHERE CMU OR TILT-UP CONCRETE WALLS ARE INDICATED TO HAVE A SPECIFIC HOURLY FIRE RATING, THIS SHALL BE TAKEN AS THE MINIMUM ALLOWED.
14. THE USE OF FIRE RETARDANT TREATED WOOD IS PROHIBITED. PRESSURE TREATED WOOD SHALL BE USED WHERE WOOD IS IN CONTACT WITH CONCRETE OR MASONRY OR IN CONTACT WITH THE ELEMENTS (EXTERIOR).
15. CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES AND ACCESSORIES OR BY OTHER ITEMS DESCRIBED IN INTERIOR DESIGN AND ARCHITECTURAL DRAWINGS.
16. IN ADDITION TO WALL TYPES SHOWN ON PLANS THE CONTRACTOR SHALL REFER TO THE ROOM FINISH SCHEDULE, INTERIOR ELEVATIONS AND DETAILS FOR ADDITIONAL INFORMATION REGARDING FINISHES.
17. CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE AND/OR OPERATION OF THE BUILDING SYSTEMS PRIOR TO THE START OF WORK. THE OMISSIONS OF ANY OR ALL ACCESS PANELS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH PANELS OR DOORS. ACCESS PANELS IN RATED ELEMENTS SHALL HAVE THE SAME FIRE RATING.
18. CONTRACTOR TO PROVIDE ACCESS PANELS FOR ALL A/C FIRE DAMPERS WHERE APPLICABLE.
19. CONTRACTOR SHALL PAINT ALL VISIBLE SURFACES OF FACTORY PRIMED OR FACTORY PAINT FINISHED EQUIPMENT, A.C. GRILLS OR REGISTERS, COVERS, ETC. UNLESS SPECIFICALLY NOTED OTHERWISE VERIFY AND COORDINATE COLORS WITH INTERIOR DESIGN AND ARCHITECT.
20. BEFORE INSTALLATION, THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT THE EXACT MOUNTING LOCATION AND HEIGHTS OF ALL SWITCHES, WALL RECEPTACLES, PLUGS, THERMOSTATS AND OTHER WALL MOUNTED FIXTURES.
21. ALL INTERIOR AND EXTERIOR JOINTS BETWEEN DIFFERENT MATERIALS OR FINISHES SHALL RECEIVE A BEAD OF CAULKING OR FORM A REVEAL TO MATCH COLOR OF ADJACENT SURFACE. COORDINATE COLORS WITH ARCHITECT.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND CONSTRUCTION MATERIAL FROM THE SITE. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPERLY CLEANING ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC.
23. UPON COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL GIVE TO THE OWNER A COMPLETE SET OF AS-BUILT CIVIL, LANDSCAPE, ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS ALONG WITH THE WRITTEN GUARANTIES, OPERATION AND MAINTENANCE MANUALS OF ALL EQUIPMENT AND FINISHES INSTALLED. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF AS-BUILT DRAWINGS AND SPECIFICATIONS. INFORMATION SHALL BE RECORDED BY CONTRACTOR AS CONSTRUCTION PROGRESSES AND REVIEWED FOR COMPLETENESS AT EACH REQUISITION REQUEST. REFER TO PROJECT MANUAL.
24. CONTRACTOR SHALL PROVIDE PROPER SAFEGUARDS IN COMPLIANCE WITH THE LIFE SAFETY PLANS DURING ALL PHASES OF CONSTRUCTION.
25. ALL PIPING SHALL BE SLEEVED THROUGH SLAB. CONTRACTOR SHALL FULLY SEAL SPACE AROUND PIPES WITH A 2-HOUR U.L. FIRE STOPPING MATERIAL. REFER TO SPECIFICATIONS.
26. CONTRACTOR TO PROVIDE A SAFETY PLAN PRIOR TO START OF CONSTRUCTION TO CLEARLY DELINEATE AREAS FOR CONSTRUCTION, SAFETY BARRIERS, EXITS, CONSTRUCTION TRAFFIC DURING THE VARIOUS PHASES AND WHEN CONDITIONS CHANGE.
27. CONTRACTOR TO PROVIDE CITY STORM WATER POLLUTION PREVENTION PLAN (SWMPP IN COMPLIANCE WITH THE FEDERAL AND STATE NPDES REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK.

POOL NOTES

1. FENCE ENCLOSURE AROUND POOL: When there is an In-ground pool (roof or upper-level pools excluded), a perimeter fence that rejects 4" sphere is required either around the pool itself (walls can be part of the enclosure) or around the premises, as long as outside access from neighboring properties is fenced or gated. Gates must swing out and be self-closing, with latch release at 54 min AFF, and pickets/slats must be vertical if gaps or spacing is allowed in between. FBCR 4501.17, CMB Sec. 142-1133, & MDC Sec. 33-12. -If the front property fence is independent of the pool enclosure, it can be of any height, shape or material, have any size opening, and Gates may swing in.

CONSTRUCTION NOTES

1. COORDINATE WITH ELECTRICAL, AV & LOW VOLTAGE DRAWINGS PRIOR TO FORMING OR POURING CONCRETE SLABS, WALLS OR COLUMNS. PROVIDING FOR EMBEDMENT OF LIGHT FIXTURES & SPEAKERS AS PER MFR. SPEC'S
2. TYPICAL EXTERIOR WALL CONSTRUCTION TO BE 8" CONCRETE MASONRY UNITS WITH 5/8" GWB ON 1 5/8" GALVANIZED FLAT -STUD @ 16" O.C. ON INTERIOR - PROVIDE R-5.0) BOARD INSULATION. PROVIDE HORIZONTAL FIREBLOCKING EVERY 8'-0" OF WALL TO COMPLY WITH SECTION 4409.7.2 OF THE F.B.C. RESIDENTIAL
3. ALL INTERIOR PARTITIONS TO BE 1 1/2" X 3 5/8" MTL. STUDS (OR 2X4 WOOD STUDS) @ 16" O.C. FACED WITH 5/8" G.W.B. PROVIDE HORIZONTAL FIREBLOCKING EVERY 8'-0" OF WALL TO COMPLY WITH SECTION 4409.7.2 OF THE F.B.C. RESIDENTIAL
4. PROVIDE FULL , THICK, BATT SOUND INSULATION AT ALL INTERIOR PARTITIONS SHOWN ON FLOOR PLANS.
5. ALL INTERIOR PARTITIONS AT ALL WALL HUNG CABINET LOCATIONS PROVIDE (2) 2"X6" PR (2) 2"X4" WOOD MEMBERS BACKING TO COMPLY WITH SECTION 2318.1.15.1 F.B.C.
6. STEEL STUDS SUPPORTING WALL HUNG PLUMBING FIXTURES OR CABINETS SHALL BE DOUBLED OR NOT LESS THAN 20 GAUGE WITH A MINIMUM EFFECTIVE MOMENT OF INERTIA EQUAL TO 0.864" AS PER FB.C. R4411.4.5.1 & SHALL HAVE HORIZONTAL MEMBER SECURED TO NOT LESS THAN TWO STUDS PER FBC R4411.4.5.1.3
7. PROVIDE NON-CEMENTITIOUS TILE BACKER BOARD IN LIEU OF GYPSUM WALL BOARD AT ALL PARTITIONS LOCATED IN WET AREAS.
8. ALL DROPPED CEILINGS / SOFFITS TO BE 5/8" G.W.B. ON 1-1/2"X1-1/2" 20 GAUGE METAL STUDS @ 16" O.C. - PROVIDE FOAM OR BLANKET INSULATION AT ALL CEILINGS UNDER ROOFS. (TO PREVENT VOIDED LISTING OF MECHANICAL DUCTS (FIBERGLASS AND DUCTBOARD,) DUCTS SHALL NOT COME IN CONTACT WITH THE SPRAY FOAM INSULATION, NEITHER DURING INSULATION APPLICATION NOR AFTER DRYING.
9. PROVIDE A HIGH QUALITY SMOOTH PLASTER/PAINT (WHITE) FINISH AT ALL UNDERSIDE OF FLOOR / ROOF SLABS AT CURTAIN POCKET LOCATIONS WITHOUT A DROPPED CEILING
10. ALL POOL TO BE FINISH TO BE SELECTED BY OWNER
11. ALL ELECTRICAL, MECHANICAL & PLUMBING EQUIPMENT IS TO ABOVE BASE FLOOR ELEVATION OF (8'-0").
12. ALL CONSTRUCTION MATERIAL BELOW BASE FLOOR ELEVATION(8'-0") NGVD MUST BE FLOOD-RESISTANT.
13. CONTRACTOR SHALL PERFORM AN IMPERMEABILITY TEST ON ALL ROOF SLABS FOR A PERIOD OF NO LESS THAN 24 HOURS.
14. ANY AIR EXHAUST AND INTAKE OPENINGS WHICH TERMINATE OUTDOORS SHALL BE PROTECTED WITH CORROSION-RESISTANT SCREENS, LOUVERS OR GRILLES WITH OPENINGS BETWEEN 1/4" AND 1/2" AS PER F.B.C. R303.5
15. PROVIDE SMOKE ALARMS (DETECTORS) ON EACH SLEEPING ROOM, IMMEDIATE VICINITY OF SLEEPING AREAS, AND ON EACH ADDITIONAL STORY. THEY SHALL BE INTERCONNECTED. FBCR 314. REFER TO M.E.P. DRAWINGS.
16. PROVIDE CARBON MONOXIDE ALARMS FOR BUILDINGS WITH A FIREPLACE AND ATTACHED GARAGE AND FOSSIL FUEL BURNING HEATERS, FIXTURES OR APPLIANCES, LOCATED WITHIN 10 FEET OF ALL SLEEPING AREAS. FBCR 315. REFER TO M.E.P. DRAWINGS.
17. ALL BATHROOM FIXTURES SHALL BE INSTALLED PER FBC 2017 FIGURE R307.2

FINISH NOTES

1. ROOFING: INTENTIONALLY LEFT BLANK.
2. ALL FINISH MATERIAL BELOW BASE FLOOD ELEVATION (8'-0" NGVD MUST BE FLOOD DAMAGE RESISTANT.
3. EXTERIOR WALL FINISHES: TYP. FINISH IS HIGH QUALITY STUCCO PAINTED FINISH.
4. INTERIOR PAINT FINISHES : BENGAMIN MOORE CHINA WHITE INTERIOR LATEX PAINT. ALL WALL FINISHES TO BE FLAT AND WASHABLE, ALL BASEBOARDS, DOORS, AND TRIMS TO BE SEMI-GLOSS EXCEPT FOR DOORS ON INFINITY WALL WHICH SHOULD BE A WOOD VENEER THAT MATCHES THE CASEWORK. FINISH TO BE SELECTED BY OWNER.
5. FLOOR FINISHES: ALL FLOORS FINISH MATERIALS AND COLORS TO BE SELECTED BY OWNER.
6. ALL EXTERIOR DOORS & WINDOWS TO MATCH EXISTING ALUMINUM FINISH COLOR.
7. ALL EXTERIOR GLAZING TO BE CLEAR IMPACT RESISTANT GLASS.
8. ALL EXTERIOR STEEL COLUMNS TO RECEIVE BREAK METAL CLADDING TO MATCH DOORS AND WINDOWS.
9. COORDINATE / VERIFY WITH OWNER & ARCHITECT FOR ALL FINISHES
10. THESE SPECIFICATIONS ARE ONLY TO BE USED AS A GUIDE FOR DETERMINING MAXIMUM ALLOWANCES. THE OWNER AND ARCHITECT SHALL BE CONSULTED PRIOR TO FINAL SELECTIONS AND ORDERING OF EACH ITEM SPECIFIED, OR ANY FINISH INVOLVED WITH THIS RESIDENCE.
11. WALL AND CEILING FINISHES SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 200 AND A SMOKE-DEVELOPMENT INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 723 AS PER F.B.C.R 302.9.1
12. INSULATION MATERIALS, FACINGS, VAPOR RETARDERS SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 25 AND A SMOKE-DEVELOPMENT INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 723 AS PER F.B.C.R. 302.10.1
13. WALL INSULATIONS SHALL HAVE A MIN. R-5 VALUE. REFER TO ENGINEERS ENERGY CALCULATIONS & FBCR CHAPTER 11
14. PROVIDE IMPERMEABLE MATERIAL IN ALL BATHROOM WET AREAS TO 6 FEET MINUMUM ABOVE FLOOR IN COMPLIANCE WITH FBCR 307.2
15. ALL CERAMIC TILE WALL FINISH IN WET AREAS SHALL HAVE A CEMENTITIOUS PANEL BACKER BOARDS OR EQUIVALENT IN ACCORDANCE TO FBCR 702.4.2 AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
16. MOISTURE-RESISTANT GREEN GYPSUM IS ALLOWED FOR CEILINGS AND NON-WET AREAS IN ACCORDANCE TO FBCR 702.3.7. MOISTURE
17. RESISTANT GWB AT WET WALLS ARE NOT ALLOWED ONLY SEMENTITIOUS BOARD AT WET AREAS.
18. STORAGE FLOOR SURFACES SHALL BE OF APPROVED NON-COMBUSTIBLE MATERIAL. FBCR 309.1

GLAZING NOTES

1. PER F.B.C. R308.1 EACH PANE OF GLAZING INSTALLED IN HAZARDOUS LOCATION AS DEFINED IN F.B.C.R308.4, SHALL BE PROVIDED WITH MANUFACTURERS LABEL DESIGNATING THE TYPE, THICKNESS OF GLASS, AND THE SAFETY GLAZING STANDARD WITH WHICH IT COMPLIES AND SHALL BE VISIBLE IN THE FINAL INSTALLATION
2. PER F.B.C. 308.3.1 GLAZING SHALL COMPLY WITH TEST CRITERIA FOR CATEGORY 1 OR 2 AS INDICATED IN TABLE R308.3.1)
3. GLAZING IN SLIDING AND SWINGING DOORS SHALL BE SAFETY-GLAZING CATEGORY 1 IF LESS THAN 9 SW. FT. PER F.B.C. R4410.2.3.1.3.1 OR CATEGORY II IF GREATER THAN 9 SQ. FT. AS PER F.B.C. R4410.2.3.1.3.2
4. SWINGING OR SLIDING DOORS OF GLASS WITHOUT A CONTINOUS FRAME SHALL BE OF ONLY FULLY TEMPERED GLASS NOT LESS THAN 3/8" IN THICKNESS PER F.B.C. R4410.2.6
5. LAMINATED GLAZING SHALL BE PERMITTED AS AN EQUAL ALTERNATE TO PICKETS, IF TESTED TO SATISFY THE RESISTANCE REQUIREMENTS AS SET FORTH IN FBC R4403.7.3.6.3
6. ALL GLAZING ADJACENT TO & WITHIN 48" OF A DOOR SHALL COMPLY W/ FBC R4410.2.4.3

FLOOD-RESISTANT DESIGN NOTES

1. ALL ENCLOSED AREAS THAT ARE BELOW BASE FLOOD ELEVATION SHALL ONLY BE USED FOR PARKING, BUILDING ACCESS OR STORAGE
2. FLOOR OPENINGS SHALL NOT BE LESS THAN 3 INCHES IN ANY DIRECTION IN THE PLANE OF THE WALL.
3. ALL ELECTRICAL, MECHANICAL, PLUMBING, SWIMMING POOL. WATER HEATER AND OTHER EQUIPMENT IS TO BE INSTALLED ABOVE BASE FLOOD ELEVATION. ALL CONSTRUCTION & FINISH MATERIALS BELOW BASE FLOOD ELEVATION ARE TO BE FLOOD RESISTANT.

ABBREVIATIONS

ABV.	----	ABOVE
A.C.	----	AIR CONDITIONING
ACOUS.	----	ACOUSTICAL
A.C.T.	----	ACOUSTICAL CEILING TILE
ADMIN.	----	ADMINISTRATION
A.DRN	----	AREA DRAIN
ADJ.	----	ADJACENT / ADJUSTABLE
A.F.F.	----	ABOVE FINISH FLOOR
AFP	----	ACOUSTICAL FINISH PLASTER
A.H.U.	----	AIR HANDLING UNIT
ALUM.	----	ALUMINUM
ANOD.	----	ANODIZED
ARCH.	----	ARCHITECTURAL
A.S.B.	----	ASBESTOS
ASPH.	----	ASPHALT
ASST.	----	ASSISTANT
BATT.	----	BATT INSULATION
BB.	----	BACKER BOARD
BD.	----	BOARD
BLDG.	----	BUILDING
BLK.	----	BLOCK / BLOCKING
BM.	----	BEAM
B.O.	----	BOTTOM OF
CAB.	----	CABINET
CB	----	CATCH BASIN
CEM.	----	CEMENT
C.PLAS.	----	CEMENT PLASTER
C.G.	----	CORNER GUARD
C.HGT.	----	CEILING HEIGHT
C.JNT.	----	CONTROL JOINT
CLR.	----	CLEAR (FINISH TO FINISH)
COLM.	----	COLUMN
COMP.	----	COMPUTER
CPT.	----	CARPET
CT.	----	CERAMIC TILE
CLG.	----	CEILING
CLO.	----	CLOSET
C.O.	----	CLEAN OUT
CLM.	----	COLUMN
CONC.	----	CONCRETE
CONT.	----	CONTINUOUS
C.M.U.	----	CONCRETE MASONRY UNIT
DETL.	----	DETAIL
DIA.	----	DIAMETER
DIR.	----	DIRECTOR
DN.	----	DOWN
D.O.	----	DOOR OPENING
DR.	----	DOOR
DWR.	----	DRAWER
DWG.	----	DRAWING
EA.	----	EACH
ELEC.	----	ELECTRICAL
ELEV.	----	ELEVATION
EL	----	ELEVATOR
E.N.C.	----	EXISTING, NO CHANGE
E.O.S.	----	EDGE OF SLAB
EQ.	----	EQUAL
EQUIP.	----	EQUIPMENT
E.W.C.	----	ELECTRIC WATER COOLER
EXH.	----	EXHAUST
EXIST.	----	EXISTING
EXT.	----	EXTERIOR
EXP.JT.	----	EXPANSION JOINT
FBC 2010	----	FLORIDA BUILDING CODE (2010)
F.D.	----	FIRE DAMPER
F.F.E.	----	FINISH FLOOR ELEVATION
F.F.@E	----	FIXTURES, FURNITURE, AND EQUIPMENT
F.F.P.C.	----	FLORIDA FIRE PROTECTION CODE
FIXT.	----	FIXTURE
FLASH.	----	FLASHING
FL.D.	----	FLOOR DRAIN
F.O.F.	----	FACE OF FINISH
F.R.	----	FIRE RATED
GA.	----	GAUGE
GALV.	----	GALVANIZED
GEN.	----	GENERATOR
GL.	----	GLASS
G.W.B.	----	GYPSUM WALL BOARD
H/C	----	HANDICAP
HC	----	HOLLOW CORE
HDWD.	----	HARDWOOD
HM	----	HOLLOW METAL
HORIZ.	----	HORIZONTAL
HGT.	----	HEIGHT
H.P.	----	HIGH POINT
I.DIA.	----	INSIDE DIAMETER
INSUL.	----	INSULATION
INT.	----	INTERIOR
INV.	----	INVERT
JT.	----	JOINT
KIT.	----	KITCHEN
LAV.	----	LAVATORY
L.F.	----	LINEAR FEET
L.P.	----	LOW POINT
MAX.	----	MAXIMUM
MECH.	----	MECHANICAL
MFR.	----	MANUFACTURER
MGR.	----	MANAGER
MH.	----	MANHOLE
MIN.	----	MINIMUM
MISC.	----	MISCELLANEOUS
M.O.	----	MASONRY OPENING
MTL.	----	METAL
NA	----	NOT APPLICABLE
NC	----	NON-COMBUSTIBLE
N.I.C.	----	NOT IN CONTRACT
NO. / NUM	----	NUMBER
NOM.	----	NOMINAL
N.T.S.	----	NOT TO SCALE
O.C.	----	ON CENTER
O.D.	----	OUTSIDE DIAMETER
O.F.I.C.	----	OWNER FURNISHED, CONTRACTOR INSTALLED
OFF.	----	OFFICE
OPNG.	----	OPENING
P.L.	----	PROPERTY LINE
P.LAM.	----	PLASTIC LAMINATE
PLAS.	----	PLASTER
PLUM.	----	PLUMBING
PLYWD.	----	PLYWOOD
P.O.B.	----	POINT OF BEGINNING
PR.	----	PAIR
PTD.	----	PAINTED
R.	----	RISER
RAD.	----	RADIUS
R.D.	----	ROOF DRAIN
REF.	----	REFERENCE
REFL.	----	REFLECTED
REINF.	----	REINFORCED
REQ.	----	REQUIRED
RM.	----	ROOM
R.O.	----	ROUGH OPENING
RT	----	RESILIENT TILE
SC	----	SOLID CORE
SCHD.	----	SCHEDULE
SERV.	----	SERVICE
SHR.	----	SHOWER
SHT.	----	SHEET
SIM.	----	SIMILAR
SPECS.	----	SPECIFICATIONS
SQ.	----	SQUARE
SL.	----	SLOPE
SLD.	----	SLIDING
SREF 1999	----	STATE REQ. FOR EDU. FACILITIES (1999 ED.)
S.S.	----	SERVICE SINK
S.STL.	----	STAINLESS STEEL
STL.	----	STEEL
STOR.	----	STORAGE
STRUCT.	----	STRUCTURAL
SUSP.	----	SUSPENDED
SYM.	----	SYMMETRICAL
T.	----	TREAD
TEL.	----	TELEPHONE
TEMP.	----	TEMPERED
THK.	----	THICKNESS
T.O.	----	TOP OF
TYP.	----	TYPICAL
UA	----	UNLIMITED AREA
U.C.	----	UNDER COUNTER
U.L.	----	UNDERWRITERS LABORATORY
U.N.O.	----	UNLESS OTHERWISE NOTED
VERT.	----	VERTICAL
VEST.	----	VESTIBULE
V.I.F.	----	VERIFY IN FIELD
VWC	----	VINYL WALL COVERING
VT	----	VINYL TILE
W/	----	WITH
W.C.	----	WATER CLOSET
WD.	----	WOOD
W/O	----	WITHOUT
WP.	----	WATERPROOF
WT.	----	WEIGHT

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: NEW PRE-FAB STEEL BUILDING

PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

A-0.1
SHEET NUMBER

REMAINDER OF LOT 7 BLOCK 6 (NOT INCLUDED)

LOT AREA = 26000 SQFT
REQUIRED GREEN AREA (10% OF LOT AREA) = 2600 SQFT
PROPOSED GREEN AREA = 2600 SQFT

EXIST'G FENCE

S88° 12'55"W 200.00' (D)

EXIST'G WALL 0.5'W

9'-2"

10'-4"

GRASS AREA = 1855 SQFT

40'-0"

178'-7"

21'-3"

10'-4"

OHL

6' U.E. (PLAT)

NEW PARKING LOT

5' ACC. AISLE

OHL NEW CURB CUT

24'

62.4'

DOTTED LINE OF EXIST'G FENCE TO BE DEMO

S01° 47'05"E 130.00' (D)

N01° 47'05"W 130.00' (D)

NW 24TH COURT

60' RIGHT-OF-WAY
ASPHALT ROADWAY

11 12 13 14 15 16 17 18 19 20

10' 10' 10' 10' 10' 10' 10' 10' 10' 10'

20' TYP

10' 10' 10' 10' 10' 10' 10' 12' 12'

8 7 6 5 4 3 2 1

ACC. ACC.

8'

NEW CONC. WALK

LOT 4
BLOCK 6

THE SOUTH 130.00 FEET OF LOT 7 BLOCK 6 (INCLUDED)

VACANT LOT #XX

100'

60'

NEW ONE STORY STL.-FRAMED OFFICE / WAREHOUSE BLDG

60'

ONE WAY

9 10'-0"

23'

10

13'-9"

20'-10"

25'

OHL NEW CURB CUT

30'

6' 6'

20'

74'-1"

7.5'

100'

99'-4"

12'

GRASS AREA = 745 SQFT

25'

EXIST'G WALL 0.2'W

EXIST'G FENCE 0.7'N

N88° 12'55"E 200.00' (D)

EXIST'G FENCE 1.1'E, 0.4'S

LOT 6
BLOCK 6

N

1 PROPOSED SITE PLAN
3/32" = 1'-0"

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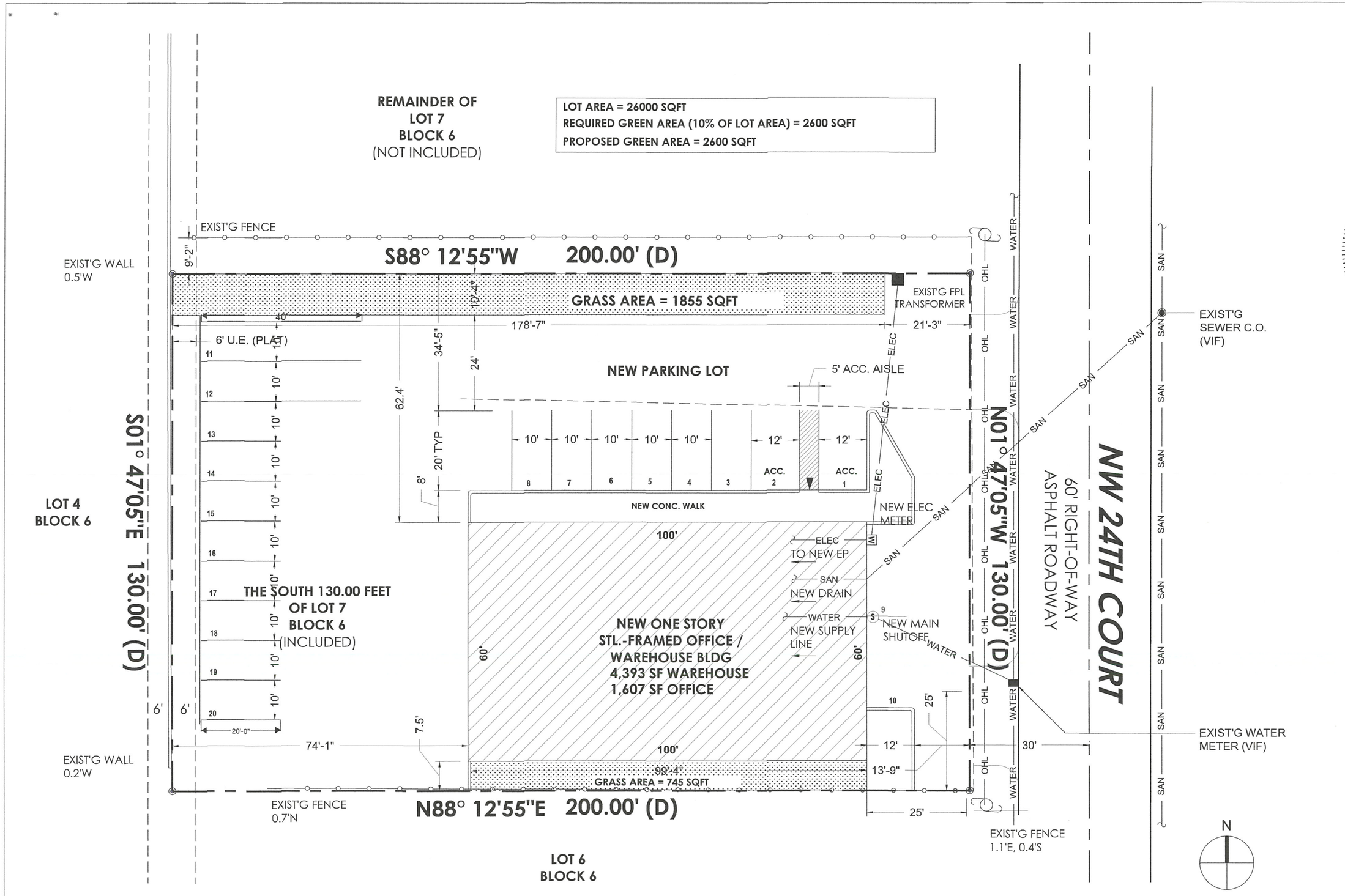
SP-1.0

SHEET NUMBER



1 PROPOSED SITE PLAN - UTILITIES
3/32" = 1'-0"

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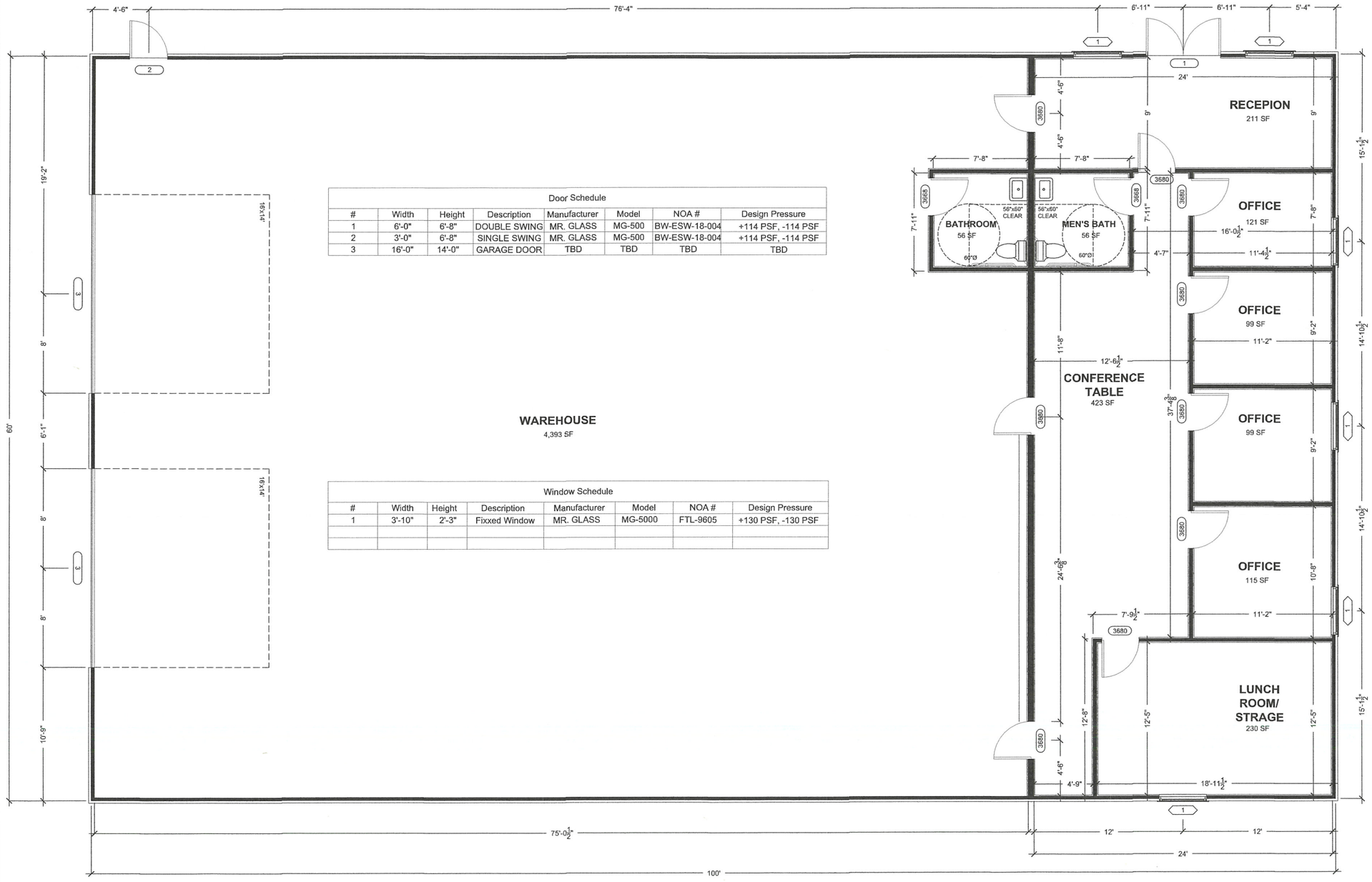

Door Schedule							
#	Width	Height	Description	Manufacturer	Model	NOA #	Design Pressure
1	6'-0"	6'-8"	DOUBLE SWING	MR. GLASS	MG-500	BW-ESW-18-004	+114 PSF, -114 PSF
2	3'-0"	6'-8"	SINGLE SWING	MR. GLASS	MG-500	BW-ESW-18-004	+114 PSF, -114 PSF
3	16'-0"	14'-0"	GARAGE DOOR	TBD	TBD	TBD	TBD

Window Schedule							
#	Width	Height	Description	Manufacturer	Model	NOA #	Design Pressure
1	3'-10"	2'-3"	Fixxed Window	MR. GLASS	MG-5000	FTL-9605	+130 PSF, -130 PSF

LEGEND

- NEW ±6.25" EXTERIOR STL. FRAMED WALL
  -- METAL SIDING ON 2"x3" 14 GA HSS POST @ 4' O.C.
  -- R-13 BATT + R-5 CI
  -- 5/8" FINISHED GYP (ONE SIDE)
- NEW ±5.25" EXTERIOR STL. FRAMED WALL
  -- METAL SIDING ON 2"x3" 14 GA HSS POST @ 4' O.C.
- NEW 7.5" INTERIOR WOOD PARTITION
  -- 2"x6" WOOD STUDS @ 16" O.C.
  -- R-19 BATT INSULATION
  -- 5/8" FINISHED GYP (BOTH SIDES)
- NEW 5.5" INTERIOR WOOD PARTITION
  -- 2"x4" WOOD STUDS @ 16" O.C.
  -- 5/8" FINISHED GYP (BOTH SIDES)

TOTAL GROSS SF = 6,060 SF

1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

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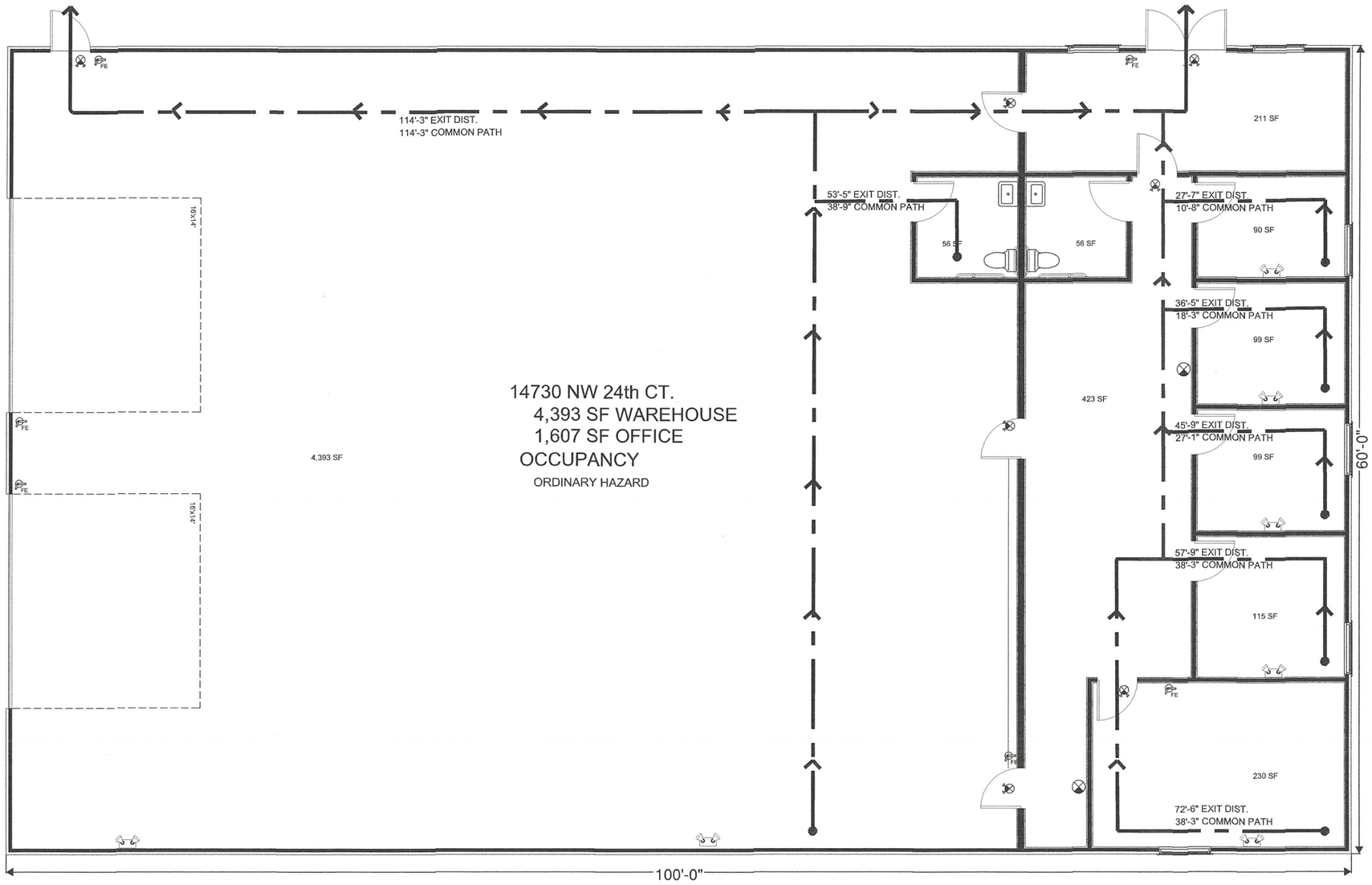

SCOPE OF WORK:

THIS PROJECT CONSIST OF :
-STRUCTURAL FOUNDATION FOR NEW STEEL BUILDING
-CONSTRUCTION OF NEW PRE-FAB STEEL BUILDING
-SITE PARKING
MECHANICAL:
-INSTALL NEW AC AND AHU AS SHOWN.
ELECTRICAL:
-INSTALL NEW ELECTRICAL SERVICE, METER AND PANEL.
-RECEPTACLES AND LIGHTING SHALL BE INSTALLED AS
-SHOWN.
PLUMBING:
-THE SANITARY AND WATER SUPPLY LINES SHALL BE
-INSTALLED AS SHOWN.

GENERAL NOTES:

1. MAINTAIN EXISTING RATING IN FIRE-RATED PARTITIONS. PATCH & MATCH AS REQUIRED FOR LIKE NEW FINISH.
2. ALIGN NEW PARTITIONS WITH ADJACENT EXISTING PARTITIONS WHERE THEY ABUT.
3. CONTRACTOR TO COORDINATE ALL WORK WITH OWNER

BUILDING CODE INFORMATION

GOVERNING CODE:	FLORIDA BUILDING CODE 7th EDITION (2020) - BUILDING FLORIDA BUILDING CODE 7th EDITION (2020) - EXISTING BUILDING FLORIDA FIRE PREVENTION CODE 2020, 7th EDITION (INCLUSIVE OF NFPA 1 2018 ED. & NFPA 101 2018 ED.) FLORIDA ACCESSIBILITY CODE 2020, 7TH EDITION
PROPERTY ADDRESS:	**10473 NW 24th COURT, MIAMI, FL 33147**
CONSTRUCTION TYPE AS PER TABLE 504.4	TYPE I
MAX. # OF STORIES PERMITTED:	-
MAX. # OF STORIES PROVIDED:	-
MAX. # AREA PERMITTED:	12,500 SF
AREA OF WORK:	**6,060 SF**
EXISTING OCCUPANCY:	OFFICE/STORAGE
OCCUPANCY CALCULATION PER FBC TABLE 1004.5.5 NFPA 101 TABLE 7.3.1.2	FLORIDA BUILDING CODE 2020, 7TH EDITION NFPA 1 FIRE CODE - 2018 ED BUSINESS 1,667 S.F. @ 1/150 S.F.= 11 OCC. STORAGE 4,393 S.F. @ 1/500 S.F.= 9 OCC. TOTAL OCCUPANT LOAD: 20 OCC

FIRE RESISTANCE RATINGS PER (FBC-B TABLE 601)

BUILDING ELEMENT	TYPE I
STRUCTURAL FRAME	0
BEARING WALLS	
EXTERIOR	2
INTERIOR	0
NON BEARING- EXTERIOR	0
INTERIOR PARTITIONS	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION	0
FIRE SPRINKLERS	NO FIRE SPRINKLERS

MEANS OF EGRESS: PER F.B.C. CHAPTER 10

MAX.TRAVEL DISTANCE PERMITTED (FBC TABLE 1017.2):	200'-0" (B)
MAX. TRAVEL DISTANCE PROVIDED:	114'-3"
MIN. CORRIDOR WIDTH REQUIRED:	36"
CORRIDOR WIDTH PROVIDED	4'-6"
EGRESS WIDTH PER PERSON	0.2" LEVEL
MINIMUM CLEAR OPENING REQUIRED	32"
EXITS REQUIRED PER FBC 1006.3.2	2
EXITS (EXISTING PER TENANT)	2
FIRE EXTINGUISHER TYPE	MP5 UL RATING 2A-10B.C
TOTAL FIRE EXTINGUISHERS PROVIDED PER NFPA 10 MAX. TRAVEL DISTANCE TO EXTINGUISHER 75'	1 PER TENANT SPACE

PLUMBING FIXTURE CALCULATIONS:

PER FBC-PLUMBING 7th ED. (2020)
TABLE 403.1

TOTAL OCCUPANT LOAD: 20 OCC

OCCUPANCY "B"	W.C. (1 PER 500)		LAVATORIES (1 PER 750)		DRINKING FOUNTAINS (1 PER 1000)		SERVICE SINKS	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
20 OCC.	1	2	1	1	1	1	1	2

GENERAL NOTE:

AT THE TIME OF PERMIT APPLICATION NO LOW OR HIGH PILE STORAGE IS INTEDED FOR USE WITHIN THE TENANT SPACE. ANY LOW OR HIGH PILE STORAGE SYSTEMS SHALL REQUIRE A PERMIT WITH THE CITY OF OPA-LOCA.

INTERIOR FIN. NOTES

1. ALL INTERIOR FINISHES SHALL BE CLASS 'C' RATED AS PER FBC TABLE 803.5.
2. FLOOR COVERING MATERIAL IN PASSAGEWAY AND CORRIDORS SHALL NOT BE LESS THAN CLASS II MATERIAL.

LEGEND

- NEW ±6.25" EXTERIOR STL. FRAMED WALL 2hr Fire Rated
- NEW ±5.25" EXTERIOR STL. FRAMED WALL 2hr Fire Rated
- NEW 7.5" INTERIOR WOOD PARTITION 1hr Fire Rated
- NEW 5.5" INTERIOR WOOD PARTITION 1hr Fire Rated
- EXIT SIGN - DUAL LITE WITH LED LAMPS AND BATTERY BACKUP.
- EXIT SIGN - WITH BATTERY BACKUP.
- EMERG. LT WITH BATTERY BACK-UP
- FE — MP5 U.L. RATED 2A-10B:C FIRE EXTINGUISHER. THE EXTINGUISHER MUST BE MOUNTED WITH ITS LEADING EDGE OR BELOW 27" A.F.F., TO COMPLY WITH ADA PROJECTION GUIDELINES OF F.B.C.-ACCESSIBILITY.
- DENOTES PATH OF TRAVEL
  EXIT TRAVEL PATH AND COMMON PATH OF TRAVEL WITH EGRESS DISTANCE

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PROJECT NAME: NEW PRE-FAB STEEL BUILDING

PROJECT ADDRESS: 14730 NW 24TH CT, OPA-LOCKA, FL 33054

Rev	Description	Date

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AG
Designed by: KM
Checked by: KM
Project Number: 230247

LS-1

SHEET NUMBER

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR AND SHALL VERIFY AND COORDINATE ALL DIMENSIONS AND DETAILS BEFORE PROCEEDING WITH WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER/ARCHITECT.
2. CONTRACTOR SHALL FULLY BRACE AND OTHERWISE PROTECT ALL WORK IN PROGRESS UNTIL THE BUILDING IS COMPLETED.
4. NOTIFY ENGINEER OR ARCHITECT OF ANY DISCREPANCIES ON DRAWINGS.
5. CONTRACTOR TO NOTIFY ENGINEER OF ANY SUBSTITUTIONS OF ANY STRUCTURAL ITEMS OR MATERIALS NOTED ON THESE CONSTRUCTION DOCUMENTS. ENGINEER TO PROVIDE WRITTEN APPROVAL FOR SUBSTITUTED ITEMS PRIOR TO BEGINNING ANY WORK.
6. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DEVIATIONS FROM THESE CONSTRUCTION DOCUMENTS AND SHALL ONLY PROCEED ONCE WRITTEN APPROVAL IS PROVIDED BY THE ENGINEER.

DESIGN AND LOADING

1. THE INTENDED DESIGN STANDARDS (LATEST EDITION) AND/OR CRITERIA ARE AS FOLLOWS:
   - 1.1. FLORIDA BUILDING CODE - BUILDING, SEVENTH EDITION
   - 1.2. (FBC - 2020)
   - 1.3. FLORIDA BUILDING CODE - RESIDENTIAL, SEVENTH EDITION (FRC - 2020)
   - 1.4. NSD - 2018: NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION
   - 1.5. ASCE 7-16: MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES
   - 1.6. WOOD TRUSSES: TPI

2. DESIGN LOADS

   A. LIVE LOADS:
      ROOF = 20 PSF

   B. DEAD LOADS:
      ROOF = 20 PSF

   C. WIND VEL. (3 SEC GUST) = 170 MPH, ULT. 132 MPH ASD,
      EXPOSURE = C
      RISK CATEGORY= II

FOUNDATION NOTES

1. THE FOUNDATION DESIGN OF THIS BUILDING WAS BASED ON THE FOLLOWING CRITERIA:

   A. MINIMUM ALLOWABLE SOIL BEARING CAPACITY = 1500 PSF (ASSUMED/VERIFY).
   B. PROVIDE 10MIL STEGO WRAP VAPOR BARRIER BENEATH THE NEW SLAB AND INSIDE FACE OF ALL FOUNDATIONS AND FOUNDATION WALLS

2. ALL FOUNDATION EXCAVATIONS SHALL BE INSPECTED BY A SOILS TESTING LABORATORY PRIOR TO PLACEMENT OF CONCRETE.

CONCRETE AND REINFORCING:

1. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST ACI "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, ACI-318".
2. ALL CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH, F'C = 3000 PSI (NORMAL WEIGHT)
3. ALL REINFORCING STEEL SHALL BE INTERMEDIATE GRADE, NEW BILLET STEEL, DEFORMED BARS, CONFORMING TO ASTM A-615, GRADE 60. ALL BARS SHALL BE SECURELY SUPPORTED AND WIRED IN PLACE.
4. ALL WELDED WIRE FABRIC (W.W.F.) IN FLAT SHEETS ONLY AND SHALL CONFORM TO ASTM A-185.
5. DETAIL REINFORCEMENT IN ACCORDANCE WITH ACI 315
6. CONCRETE COVERAGE:

   - 6.1. CONCRETE CAST AGAINST EARTH = 3"
   - 6.2. CONCRETE EXPOSED TO WEATHER = #6 OR GREATER 2", #5 OR LESS 1"
   - 6.3. CONCRETE NOT EXPOSED TO WEATHER OR CONTACT WITH GROUND
   - 6.4. SLABS, WALLS, AND JOISTS = #11 OR SMALLER
   - 6.5. BEAMS AND COLUMNS = 1

7. LAP SPLICE SHALL BE: #5 BAR = 25", #4 BAR = 20", #3 BAR 15"

STEEL REINFORCING

SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE AND RUST PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.

EPOXY:

ANCHORING ADHESIVE SHALL BE A TWO COMPONENT 100% SOLIDS EPOXY BASED SYSTEM SUPPLIED IN MANUFACTURERS STANDARD CARTRIDGE AND DISPENSE THROUGH A STATIC-MIXING NOZZLE SUPPLIED BY THE MANUFACTURER. EPOXY SHALL MEET THE MINIMUM REQUIREMENTS OF ASTM C-881 SPECIFICATIONS FOR TYPE I, II, IV AND V, GRADE 3, CLASS B AND C AND MUST DEVELOP A MINIMUM 12650 PSI COMPRESSIVE YIELD STRENGTH AFTER 7 DAYS CURE. EPOXY MUST HAVE A HEAT DEFLECTION TEMPERATURE OF A MINIMUM 136F (58 C)

A. SIMPSON "SET-XP" HIGH STRENGTH EPOXY OR EQUIVALENT
B. DRILL HOLE $\frac{1}{8}$" DIAMETER OVER REBAR SIZE TO DEPTHS SHOWN PER DRAWINGS.
C. REMOVE DUST FROM HOLE WITH OIL-FREE COMPRESSED AIR. CLEAN WITH NYLON BRUSH AND BLOW OUT REMAINING DUST.
D. FILL HOLE 1/2 - 2/3 FULL, STARTING FROM THE BOTTOM OF THE HOLE TO PREVENT AIR POCKETS, WITHDRAW NOZZLE AS HOLE FILLS UP.
E. REBAR TO BE CLEAN AND OIL FREE. INSERT REBAR, TURNING SLOWLY UNTIL REBAR CONTACTS BOTTOM OF HOLE, DO NOT DISTURB DURING CURE TIME.
F. REFER TO MANUFACTURERS SPECIFICATIONS FOR ADDITIONAL INFORMATION.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE AISC "STEEL CONSTRUCTION MANUAL", 14TH EDITION.

2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM SPECIFICATIONS:

   A. ANCHOR RODS F1554, GRADE 36 U.N.O.
   B. HIGH STRENGTH STRUCTURAL BOLTS A325-N U.N.O.
   C. STRUCTURAL SHAPES (W) A992
   D. STRUCTURAL SHAPES (M, S, C, MC, PLATES) A36
   E. STRUCTURAL SHAPES (HP) A572
   F. STRUCTURAL TUBING (HSS) A500 GRADE B
   G. STRUCTURAL ANGLES A36

3. ALL WELDING ELECTRODES SHALL BE E70-XX. ALL SHOP AND FIELD WELDING SHALL BE MADE IN ACCORDANCE WITH A.W.S. D1.1 "CODE FOR WELDING IN BUILDING CONSTRUCTION" AND SHALL BE MADE BY CERTIFIED WELDERS.

SHOP DRAWINGS

1. SHOP DRAWING SUBMITTALS SHALL CONSIST OF A MINIMUM OF 2 REPRODUCIBLES OF EACH DRAWING.

2. SHOP DRAWINGS SHALL BE REVIEWED BY CONTRACTOR TO VERIFY THAT SUBMITTAL IS COMPLETE PRIOR TO SUBMITTING TO ARCHITECT/ENGINEER.

3. DRAWINGS CREATED BY THE ENGINEER OF RECORD CANNOT BE REPRODUCED AND/OR USED AS A SHOP DRAWING SUBMITTAL. SHOP DRAWING SUBMITTALS SHALL INCLUDE THE FOLLOWING:
   A. CONCRETE MIX DESIGN
   B. FOUNDATION REINFORCING BARS
   C. PRE-ENGINEERED BUILDING STRUCTURE WITH CALCULATIONS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER.

ABREVIATIONS

U.N.O	UNLESS NOTED OTHERWISE
V.I.F.	VERIFY IN FIELD
V.I.G.	

CONTRACTORS

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING AND/OR ADJACENT STRUCTURES, STREETS, AND SIDEWALKS DURING CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD. SHOULD A DISCREPANCY BE FOUND STOP WORK IMMEDIATELY AND NOTIFY ENGINEER.
3. CONTRACTOR SHALL WORK THE STRUCTURAL PLANS IN CONJUNCTION WITH THE ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS.
4. EXISTING STRUCTURE: CONTRACTOR SHALL REVIEW THE ORIGINAL CONSTRUCTION DRAWINGS OF THE EXISTING BUILDING PRIOR TO BIDDING AND DURING CONSTRUCTION TO VERIFY THE EXISTING MEMBERS AFFECTED BY THE NEW CONSTRUCTION.
5. THE USE OF SCALE TO OBTAIN DIMENSIONS NOT SHOWN ON THESE PLANS IS STRICTLY FORBIDDEN. THE ENGINEER WILL NO BE RESPONSIBLE FOR ERRORS RESULTING FROM SUCH ACTION.
6. IN CASE OF DISCREPANCIES BETWEEN THE ARCHITECTURAL AND STRUCTURAL PLANS, THE ARCHITECTURAL PLANS SHALL GOVERN UNLESS STRENGTH IS AFFECTED.
7. ALL SPECIFIED MATERIALS AND CONNECTORS CAN BE SUBSTITUTED WITH EQUAL OR BETTER, WITH THE APPROVAL OF ENGINEER OF RECORD.
8. CONTRACTOR SHALL BE THE ONLY PARTY RESPONSIBLE OF THE DESIGN, INSTALLATION AND DISMANTLING OF TEMPORARY SHORING.

TERMITE PROTECTION STATEMENT

TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICEDES, INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS, AND PESTICIDES APPLIED TO WOOD, OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES" IN COMPLIANCE WITH FBC 2020 R318.

DRAWING INDEX

S-0.0 NOTES AND LEGENDS
S-1.0 FOUNDATION PLAN
S-2.0 SECTIONS AND DETAILS

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME
-

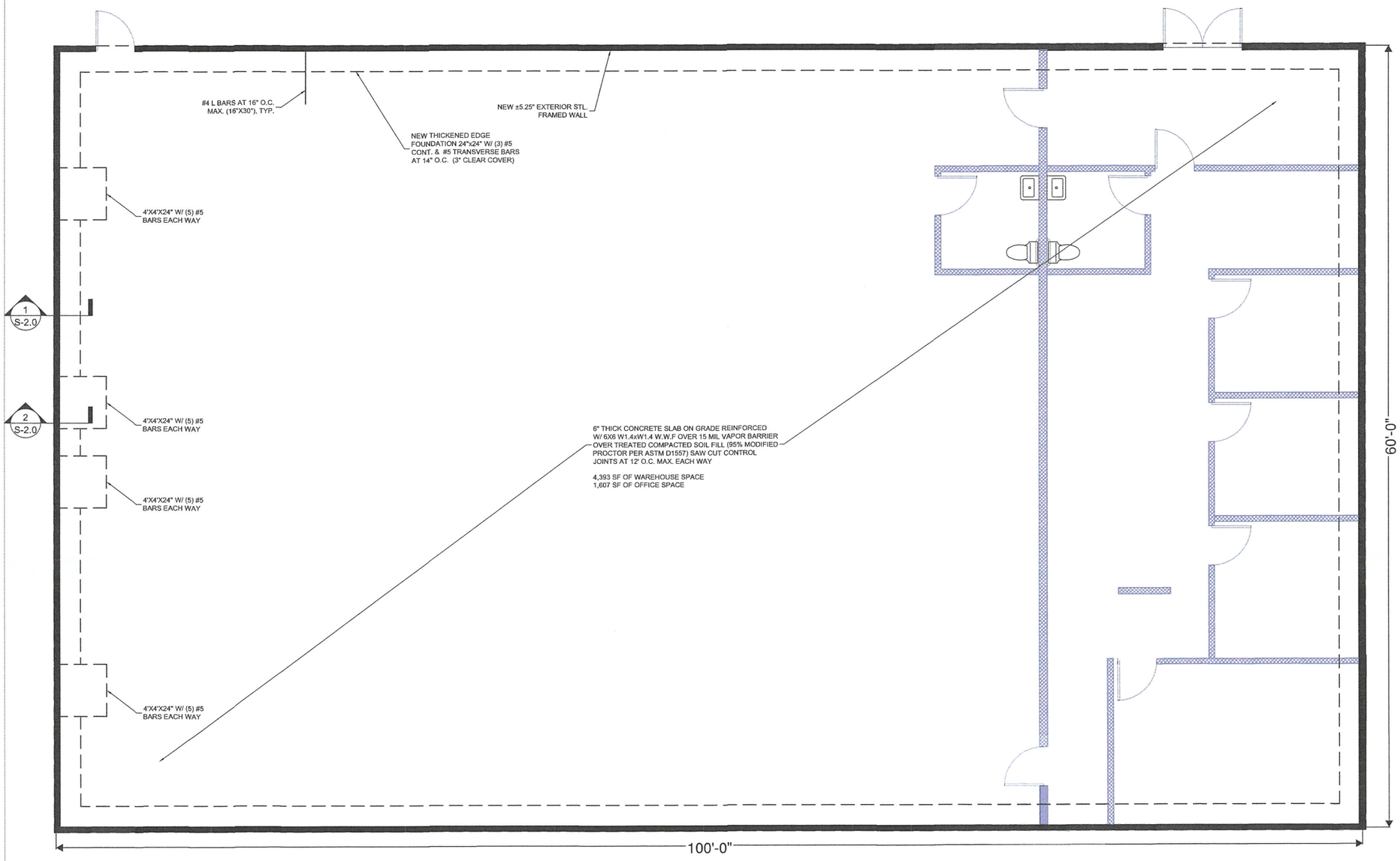
PROJECT ADDRESS
14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
REV	DESCRIPTION	xx/xx/xx

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: NM
Designed by: NM
Checked by: JV
Project Number: 230247

S-0.0
SHEET NUMBER



1 **FOUNDATION PLAN**
SCALE: 1/4" = 1'-0"

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Rev	Description	Date
REV	DESCRIPTION	XX/XX/XX

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: NM
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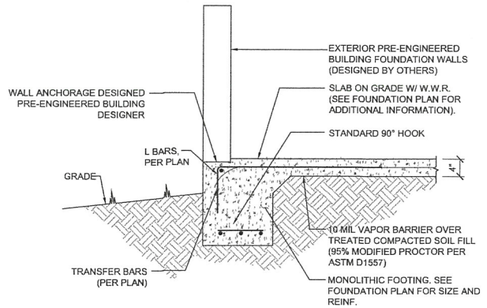
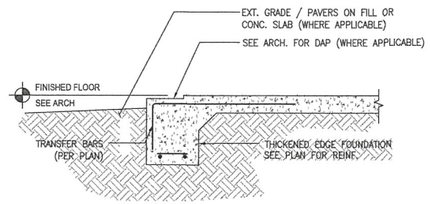
Project Number: 230247

S-1.0
SHEET NUMBER



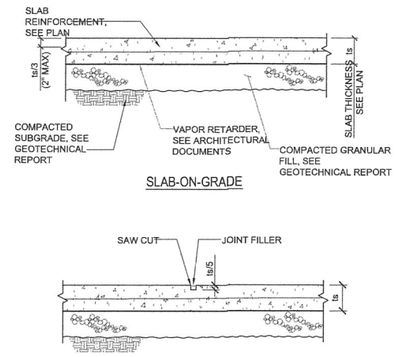
1 TYPICAL SPREAD FOUNDATION DETAIL @ EXTERIOR MASONRY WALL

SCALE: 3/4"=1'-0"



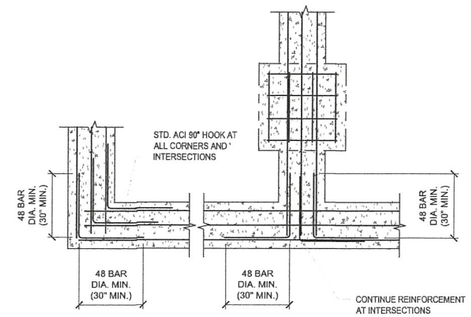
2 TYPICAL SPREAD FOUNDATION @ OPENING

SCALE: 3/4"=1'-0"



3 TYPICAL SLAB ON GRADE WITH WELDED WIRE REINFORCEMENT

SCALE: 3/4"=1'-0"



4 CONC. FOUNDATION INTERSECTION DETAIL

SCALE: N.T.S.

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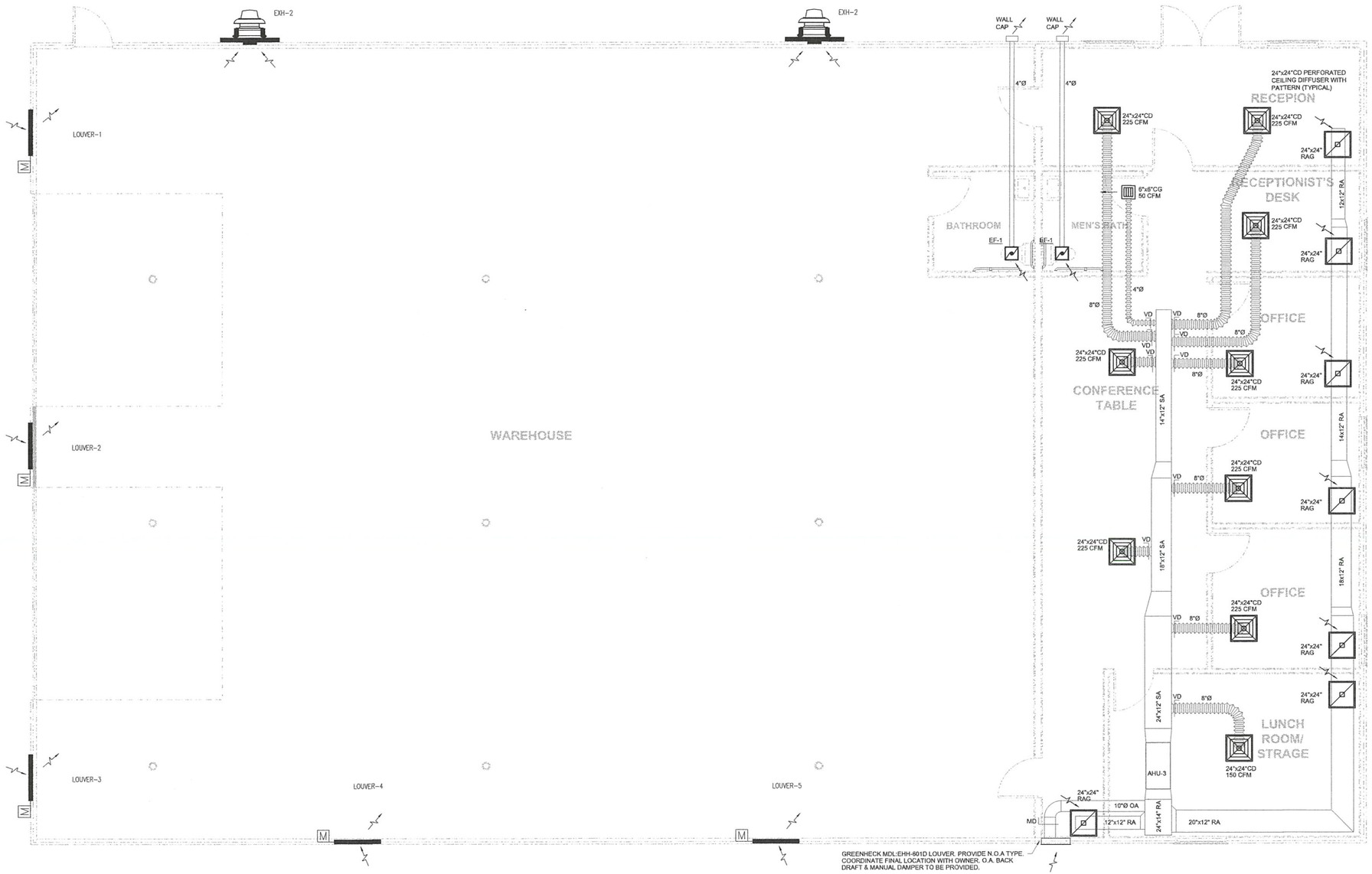
S-2.0
SHEET NUMBER



1 / M-1 MECHANICAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

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PROJECT NAME: OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS: 14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
0	INITIAL SUBMISSION	01/06/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by:	DA
Designed by:	KM
Checked by:	KM
SCALE	AS NOTED

M1

MINIMUM VENTILATION CALCULATIONS

SPACE DESCRIPTION	(2) POPULATION #	AREA (SQFT)	(1) CEILING HEIGHT (FT)	(1) TOTAL AIR CHANGE RATE	(1) OUTDOOR AIR CHANGE RATE	(2) PEOPLE OUTDOOR AIRFLOW RATE (CFM / PERSON)	(2) AREA OUTDOOR AIRFLOW RATE (CFM / SQFT)	VENTILATION REQUIRED (CFM)	VENTILATION PROVIDED (CFM)	EXHAUST PROVIDED (CFM)
WAREHOUSE	-	4,393	20	N/A	2	5.0	0.06	3,193	3,200	3,250
TOTAL FOR EXHAUST FAN	-	4,393							3,200	3,250

TOTAL	3,200	3,250
DIFFERENCE	-50	POSITIVE

NOTES:

1. VALUES ARE BASED ON ASHRAE 170-2017, TABLE 7.1 DESIGN PARAMETERS.
2. VALUES ARE BASED ON FBC (2023) MECHANICAL, CHAPTER 4, TABLE 403.3.1.1 MINIMUM VENTILATION RATES.
3. FACILITY OPERATES LESS THAN 8,000 HOURS PER YEAR AND PERCENT (%) OUTDOOR AIR AT FULL DESIGN AIRFLOW RATE COMPLIES WITH 2018 IBC (2018) ENERGY CONSERVATION, TABLE C403.2.7(1).

MOTORIZED DAMPER SCHEDULE

LABEL	AREA SERVED	MANUFACTURER & MODEL NUMBER	CFM	BLADE	BLADE SEALS	BEARINGS	SIZE	VELOCITY UP TO	AIR FLOW	POWER	ELECTRIC
MO-1	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-2	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-3	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-4	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120
MO-5	WAREHOUSE	GREENHECK CD50GS	650	6"	SANTOPRENE MECHANICALLY FASTENED	LEXAN	24 X 24	4000 FPM	BOTH DIRECTION	1/8 HP	1PH/120

EXHAUST FAN SCHEDULE

LABEL	AREA SERVED	MANUFACTURER & MODEL NUMBER	CFM	SP	MOUNTING ARRANGEMENT	WATT/ HP	RPM	VOLTAGE	NOTES
EF-1	BATHROOM #1	GREENHECK SPAP0511W	50	0.25	CABINET - CEILING	11/-	820	115V,1P	②③
EXH-2	WAREHOUSE	GREENHECK CUBE-140-10	1600		WALL	-/1.02	1708	208V,3P	⑱⑪

① THERMOSTAT CONTROLLED ② SWITCH W/ LIGHTS ③ W/ BACK DRAFT DAMPER. ④ CONTINUOUS. ⑤ BELT DRIVEN ⑥ SPEED CONTROLLER
⑦ INTERLOCK W/ AC ⑧ MOTORIZED DAMPER ⑨ INTERLOCK W/ FIRE SUPPRESSION SYSTEM ⑩ CO SENSOR ⑪ NO2 SENSOR

AIR DISTRIBUTION SCHEDULE

AIR DISTRIBUTION DEVICE DETAIL	SYMBOL	SIZE (INxIN) FACE	SIZE (INxIN) NECK	SEE PLAN	MANUF.	MODEL SERIES	SYSTEM	MOUNTING	VOLUME DAMPER
	CD	24x24			PRICE	AMD-36-B12	SUPPLY	T-BAR	VCR 7
LOUVERED FACE DIRECTIONAL DIFFUSER									
	RAG	24x24	22x22		PRICE	635-TB-L-B12	RETURN	T-BAR	---
LOUVERED FACE RETURN GRILLE									

NOTES:

1. REFER TO PLAN FOR QUANTITY, LOCATION AND AIR THROW PATTERN.
2. FLEXIBLE DUCT CONNECTION BETWEEN DUCT BRANCH AND DIFFUSER SHALL BE THE SAME SIZE AS THE DIFFUSER NECK DIAMETER.
3. SPECIFIED MANUFACTURERS AND MODELS ARE FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL PROVIDE CUT SHEET FOR PROPOSED NEW AIR DISTRIBUTION DEVICES. APPROVED MANUFACTURERS ARE: TITUS, METALAIRE AND PRICE.

BUILDING AIR FLOW RECAPITULATION SCHEDULE

A/C EQUIP. TAG No.	AREA SERVED SPACE CATEGORY	AREA SERVED NET SQ. FT.	AIR CLASS	PEOPLE	OUTSIDE AIR RATES CFM/PERSON	OUTSIDE AIR RATES CFM/SQ.FT.	TOTAL OUTSIDE AIR REQUIRED	TOTAL OUTSIDE AIR USED	AIR EXHAUSTED OR TRANSFER	EXH. EQUIP. TAG No.
AHU-1	BUSINESS	1500	1	14	7.5	0.12	285	285	-50	EF-1
						SUB-TOTALS		+285	-50	
						BUILDING PRESSURIZATION			+ 235 CFM	

NOTES:

1. OUTDOOR AIR PROVISIONS FOR VENTILATION SHALL SATISFY THE MINIMUM REQUIREMENTS FOR ACCEPTABLE INDOOR AIR QUALITY AS PER ASHRAE 62.1, VENTILATION RATE PROCEDURE.
2. OUTSIDE AIR RATES Rp AND Ra AS PER 2020 F.B.C.(M) TABLE 403.3.

1. GENERAL NOTES
   A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (MECHANICAL 2023) AND WITH ALL APPLICABLE REGULATIONS.
   B. DRAWINGS: REFER TO ALL DRAWINGS FOR COORDINATION OF THE HVAC WORK.
   C. ARRANGE AND PAY FOR ALL PERMITS LICENSES, INSPECTIONS AND TESTS. OBTAIN THE REQUIRED CERTIFICATES AND PRESENT TO OWNER.
   D. GUARANTEE: THE COMPLETED INSTALLATION SHALL BE FULLY GUARANTEED AGAINST DEFECTIVE MATERIALS AND/OR IMPROPER WORKMANSHIP FOR A MINIMUM OF ONE YEAR FOR MATERIAL AND LABOR. ALL COMPRESSORS SHALL BE GUARANTEED FOR 5 YEARS MINIMUM.
2. DUCT AND ENVELOPE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH FLORIDA BUILDING CODE, ENERGY, 7TH EDITION SECTIONS R402.4.1.2 AND R403.3.3
3. DESIGN PARAMETERS:
   A. INDOOR DESIGN TEMPERATURE (SUMMER): 72F DB
   B. INDOOR DESIGN TEMPERATURE (WINTER): 72F DB
4. ALL THERMOSTATS SHALL HAVE HEATING MODE MAXIMUM SETTING OF 75 F, AND COOLING MODE MINIMUM SETTING OF 70 F. THE THERMOSTAT SHALL BE ARRANGED TO PREVENT THE SIMULTANEOUS OPERATION OF HEATING AND COOLING.
5. ELECTRICAL CONTROLS AND POWER WIRING: UNDER ELECTRICAL CONTRACT.
6. EQUIPMENT SPECIFIED BY MANUFACTURER'S NUMBER SHALL INCLUDE ALL ACCESSORIES, CONTROLS, ETC., LISTED IN THE CATALOG AS STANDARD WITH THE EQUIPMENT. OPTIONAL OR ADDITIONAL ACCESSORIES SHALL BE FURNISHED AS SPECIFIED.
7. MATERIALS:
   A. REFRIGERANT PIPING: SHALL BE TYPE L SOFT DRAWN, COPPER TUBING, DEHYDRATED FOR REFRIGERANT USE. SIZED AS SHOWN ON DRAWINGS OR AS PER AIR CONDITIONING EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
   B. INSULATION: REFRIGERANT SUCTION PIPING AND CONDENSATE PIPES SHALL BE INSULATED WITH 3/4" THICK FOAMED PLASTIC INSULATION, FIRE RETARDANT TYPE. INSULATION SHALL BE INSTALLED IN PIPING BEFORE ASSEMBLY. NO SPLIT INSULATION WILL BE ACCEPTABLE. SEAL JOINTS WITH MANUFACTURER'S APPROVED ADHESIVE AND GREY TAPE.
   C. DUCTWORK:
      A. ALL SUPPLY AIR DUCTWORK SHALL BE 1-1/2" THICK FIBERGLASS DUCTBOARD, FABRICATED AND INSTALLED AS PER LATEST EDITION OF SMACNA "FIBROUS GLASS DUCT MANUAL". R-6.0 MIN.
      B. ALL OUTDOOR AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL OR ALUMINUM DUCT NOT LIGHTER THAN 24 GAGE.
      C. ALL DUCT DIMENSIONS ARE CLEAR INSIDE DIMENSIONS.
      D. FLEXIBLE INSULATED DUCTWORK WITH 1-1/2" THICK FIBERGLASS INSULATION WITH FRK VAPOR BARRIER. R-6.0 MIN.
8. CONTROLS: AIR CONDITIONING UNITS SHALL BE STARTED AND STOPPED THRU INDIVIDUAL PROGRAMMABLE THERMOSTAT. INDIVIDUAL THERMOSTATS SHALL START/STOP FANS AND ACTIVATE COOLING/HEATING SYSTEMS AS SELECTED.
9. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID ANY INTERFERENCES THAT MAY DELAY PROGRESS OF CONSTRUCTION. CONTRACTOR SHALL INSTALL ALL NECESSARY OFFSETS, BENDS, AND TRANSITIONS REQUIRED TO PROVIDE A COMPLETE SYSTEM AT NO ADDITIONAL COST TO OWNER.

SPLIT HVAC EQUIPMENT SCHEDULE

AIR HANDLING UNIT	UNIT DESIGNATION		AHU-1
	AREA SERVED		-
	UNIT MANUFACTURER		RHEEM
	MODEL NUMBER		RHSL-HM6021JA
	NOMINAL TONS		5.0
	SYSTEM EER/SEER2		--/13.5
	TOTAL AIR SUPPLY	CFM	2000
	OUTSIDE AIR	CFM	285 EACH
	RETURN AIR	CFM	1715 EACH
	EXTERNAL STATIC PRESSURE	I.W.G.	0.4
	FAN SIZE	HP	3/4
	FAN MOTOR FLA	AMP	5.2
	ENTERING AIR TEMPERATURE (DB/WB)° F		80 / 67
	LEAVING AIR TEMPERATURE (DB/WB)° F		55.0 / 53.5
	TOTAL COOLING COIL CAPACITY	MBH	60.0
	TOTAL SENSIBLE HEAT	MBH	43.3
	TOTAL HEATING CAPACITY	MBH	34.5
	ELECTRIC HEATER SIZE (208 V)	Kw	10.0
	MCA / MOCP	AMP	50 / 60
	ELECTRICAL CHARACTERISTICS	V/Ø/Hz	208/1/60
	DIMENSIONS (HxWxD)	in.	50.5x22x22
	WEIGHT	lbs.	166
AIR COOLED CONDENSING UNIT	UNIT DESIGNATION		CU-1
	UNIT MANUFACTURER		RHEEM
	MODEL NUMBER		13AJ608A
	LOCATION		SEE PLANS
	AMBIENT TEMPERATURE	° F	95
	REFRIGERANT	R	410A
	COMPRESSOR MOTOR FLA	AMP	36
	FAN MOTOR SIZE	HP	1/6
	FAN MOTOR FLA	AMP	1.2
	MCA / MOCP	AMP	45 / 60
	ELECTRICAL CHARACTERISTICS	V/Ø/Hz	208/1/60
	DIMENSIONS (HxWxD)	in.	28x32x32
	WEIGHT	lbs.	186

NOTES:

1. SIZE REFRIGERATION PIPING AS PER MANUFACTURER RECOMMENDATIONS. OVERSIZE LINES AS REQUIRED TO COMPENSATE FOR LINE LOSS WITH MINIMUM CAPACITY REDUCTION. SUBMIT SHOP DRAWINGS.
2. AIR HANDLING UNIT SHALL CONTAIN SOLID STATE INTERLOCK BOARD WITH BUILT IN FUSE AND TIME DELAY RELAY.
3. PROVIDE 5 YEAR WARRANTY ON ALL REFRIGERATION COMPONENTS.
4. PROVIDE ALL RELAYS, TRANSFORMERS, ETC. AS REQUIRED FOR COMPLETE OPERATING SYSTEM.
5. UNITS SHALL BE PROVIDED WITH A SYNTHETIC MINIPLEAT FILTER. UNIT CONSTRUCTION AND INSTALLATION SHALL GUARANTEE AN EASY ACCESS TO FILTER SECTION FOR PROPER FILTER INSPECTION AND REPLACEMENT.
6. UNIT INSULATION AND ADHESIVE SHALL COMPLY WITH NFPA 90A REQUIREMENTS FOR FLAME SPREAD AND SMOKE GENERATION. INSULATION SHALL CONTAIN AN EPA REGISTERED IMMOBILIZED ANTI-MICROBIAL AGENT TO EFFECTIVELY RESIST THE GROWTH OF BACTERIA AND FUNGI IN ACCORDANCE WITH ASTM STANDARDS G21 AND G22.
7. FAN MOTOR SHALL BE HIGH EFFICIENCY TYPE.
8. FAN AND MOTORS SHALL BE PROVIDED WITH CIRCUIT PROTECTION.
9. CONDENSATE DRAIN PANS SHALL BE INSULATED AND SLOPED TO OUTLET. PANS SHALL HAVE STAINLESS STEEL LINERS. PROVIDE A OVERFLOW DETECTION SYSTEM CAPABLE OF SHUTDOWN THE UNIT UPON DECTION OF HIGH LEVELS CONDENSATE DRAIN.
10. SUPPORT UNIT HIGH ENOUGH ABOVE CEILING TO ACCOMMODATE CONDENSATE DRAIN TRAPS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
11. THE FAN DRIVE SHALL BE SELECTED FOR 125% OF THE MOTOR RATED HORSEPOWER.
12. CONTRACTOR SHALL GUARANTEE ADEQUATE CLEARANCE ALL AROUND THE UNIT FOR MAINTENANCE ACCESS.
13. CONDENSING UNIT SHALL BE INSTALLED TO WITHSTAND WIND PRESSURE FROM ANY DIRECTION AS PER THE "HVHZ" REQUIREMENTS OF THE F.B.C.
14. ALL UNITS SHALL BE PROVIDED WITH INSULATION LINERS TO PREVENT SURFACE CONDENSATION UNDER ALL CONDITIONS.
15. CONDENSER COILS SHALL BE PROVIDED WITH A PROTECTIVE GUARD.
16. UNIT SHALL BE PROVIDED WITH A PROGRAMABLE DIGITAL THERMOSTAT AS RECOMMENDED BY UNITS MANUFACTURER AND SHALL BE CAPABLE OF PROVIDING AFTER HOURS SET BACK FOR ENERGY EFFICIENCY PURPOSES. TIRED TO B.A.S.

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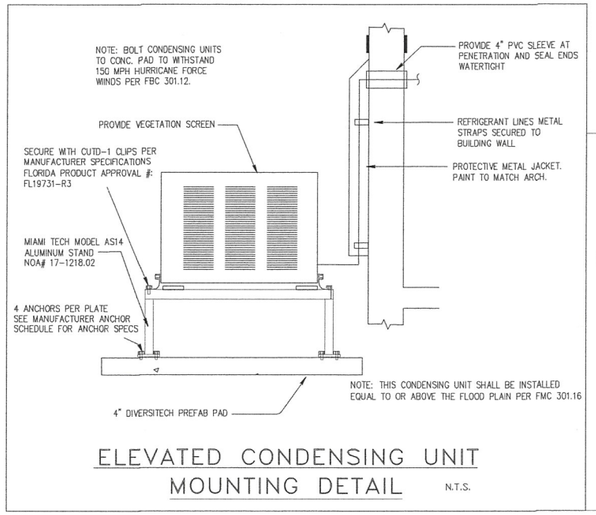
0	INITIAL SUBMISSION	01/09/22

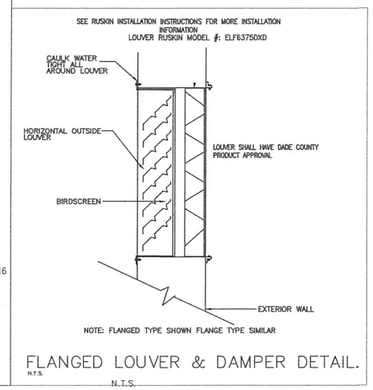
CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

M2

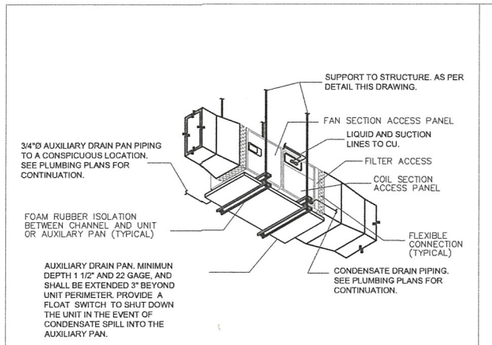


ELEVATED CONDENSING UNIT MOUNTING DETAIL N.T.S.



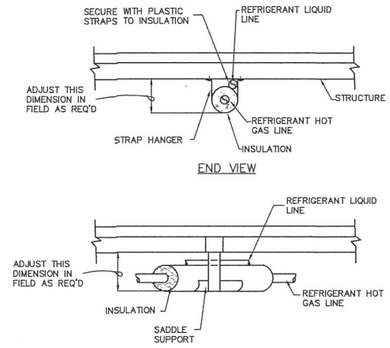
FLANGED LOUVER & DAMPER DETAIL. N.T.S.

N.T.S.



NOTES:
1 PROVIDE 36" SERVICE CLEARANCE FOR ALL ACCESS PANELS.
2 PROVIDE ADEQUATE ACCESS TO FILTER SECTION.

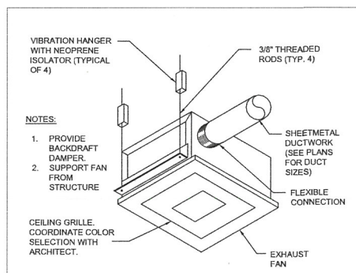
AIR HANDLING UNIT INSTALLATION DETAIL
N.T.S.



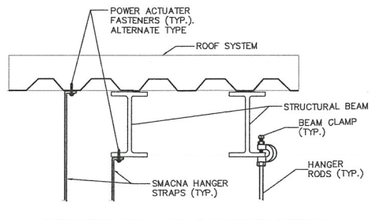
NOTES:
1– PROVIDE DIELECTRIC ISOLATION BETWEEN DISSIMILAR METALS
2– PROVIDE SADDLE PROTECTION AT EACH SUPPORT

TYPICAL REFRIGERANT PIPING HANGER DETAIL
N.T.S.

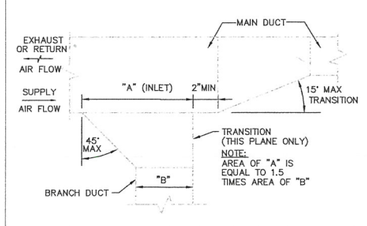
FINISHED GRADE.



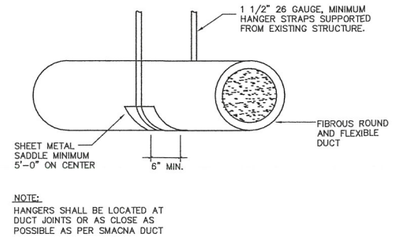
CEILING EXHAUST FAN DETAIL
N.T.S.



STRUCTURE ATTACHMENT DETAIL
N.T.S.

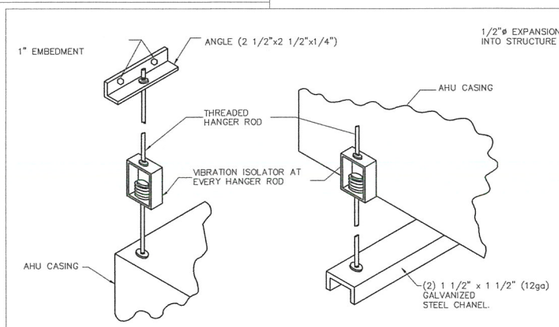


TYPICAL DUCT CONNECTION DETAIL
NTS



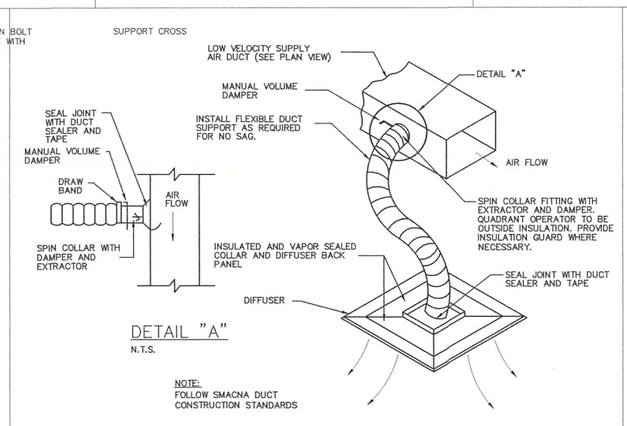
NOTE:
HANGERS SHALL BE LOCATED AT DUCT JOINTS OR AS CLOSE AS POSSIBLE AS PER SMACNA DUCT CONSTRUCTION STANDARDS

ROUND DUCT SUPPORT DETAIL
N.T.S.

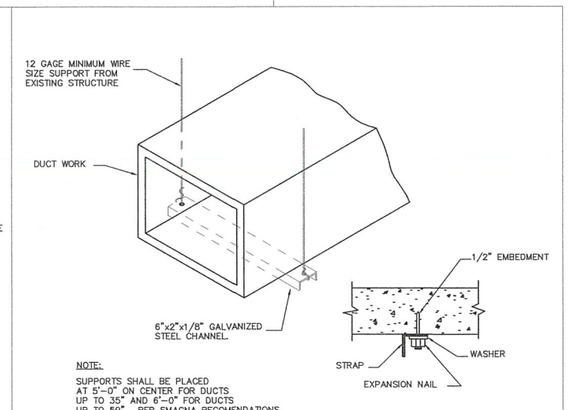


NOTES:
1- TOP OR BOTTOM INSTALLATION SHALL BE USED DEPENDING MANUFACTURER RECOMMENDATION, AND FIELD CONDITIONS.
2- FOLLOW MANUFACTURER RECOMMENDATION FOR REQUIRED HANGING ROD DIAMETER SIZE.
3- VERIFY EXISTING SUPPORTING BUILDING STRUCTURE BEFORE INSTALLATION.
4- USE DOUBLE LOCKING NUTS AND WASHERS.

AHU SUPPORT DETAIL
N.T.S.



FLEXIBLE DUCT CONNECTION DETAIL
N.T.S.



RECTANGULAR DUCT SUPPORT DETAIL
N.T.S.

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PROJECT NAME: OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS: 14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
0	INITIAL SUBMISSION	01/04/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

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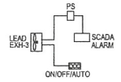
Designed by: KM
Checked by: KM
SCALE: AS NOTED

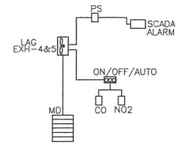
M3

WAREHOUSE EXHAUST FANS SEQUENCE OF OPERATIONS



A. FAN WILL CONTINUOUSLY OPERATE.
B. IF FAN FAIL TO OPERATE, AN ALARM SIGNAL WILL SEND TO SCADA, VIA A DRY CONTACT.
C. PRESSURE DIFFERENTIAL WILL INDICATE FAN FAILURE.

WAREHOUSE EXHAUST FANS SEQUENCE OF OPERATIONS

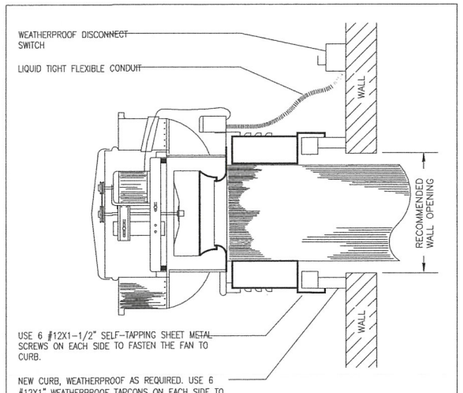


A. WHEN SENSORS SENSE NO2/CO EXHAUST FANS (EX-4&5) WILL RUN.
B. MOTORIZED DAMPER ON LOUVERS WILL ACTIVE AND WILL FULLY OPEN
C. IF FANS FAIL TO OPERATE, AN ALARM SIGNAL WILL BE SENT TO SCADA VIA DRY CONTACT. PRESSURE DIFFERENCE SWITCH WILL INDICATE FAN FAILURE.
D. FANS WILL STOP AS SOON AS DENSITY OF CO/ NO2 BACK TO NORMAL RANGE.

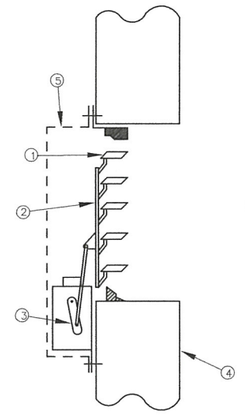
KEY NOTES

1. INTERCONNECT THE EXHAUST FAN WITH SUPPLY FAN AND THE THERMOSTAT LOCATED IN THE SAME ROOM. PROVIDE GRAVITY RELIEF DAMPER.
2. 2" (TWO INCH) EXHAUST PIPE CONNECTED TO VACUUM PUMP. VERIFY EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER. SEE PLUMBING PLANS.
3. 2" (TWO INCH) INTAKE PIPE CONNECTED TO VACUUM PUMP. VERIFY EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER. SEE PLUMBING PLAN.
4. 2" (TWO INCH) INTAKE PIPE CONNECTED TO COMPRESSOR. VERIFY EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER. USE REMOTE AIR INTAKE KIT BY THE MANUFACTURER.
5. PROVIDE AND INSTALL NEW CONDENSATE DRYWELL AS SHOWN.

NOTE:
ALL INTAKE AND EXHAUST TERMINATION POINTS SHALL BE MINIMUM TEN FEET APART.



WALL MOUNTED EXHAUST FAN DETAIL
NTS

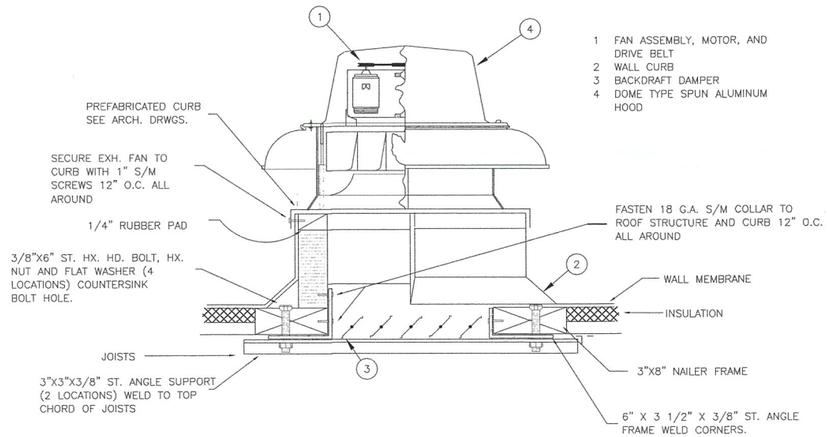


1 INSULATED, LOW-LEAKAGE DAMPERS
2 DAMPER LINKAGE ASSEMBLY
3 DAMPER OPERATOR AND MOTOR EXTERIOR WALL
4 EXTERIOR WALL
5 WOVEN WIRE GUARD - REMOVABLE FOR ACCESS TO DAMPER AND MOTOR

NOTE: DAMPER, LOUVER, AND GUARD ARE TO HAVE MINIMUM OF 80% FREE AREA

INSULATED MOVABLE DAMPERS MOUNTED BEHIND WEATHERPROOF WALL LOUVERS WITH GYM GUARD - INTAKE SERVICE FOR VENTILATION SYSTEM

OUTSIDE AIR INTAKE WITH MOTORIZED DAMPER
NTS



SIDEWALL EXHAUST FAN DETAIL
NTS

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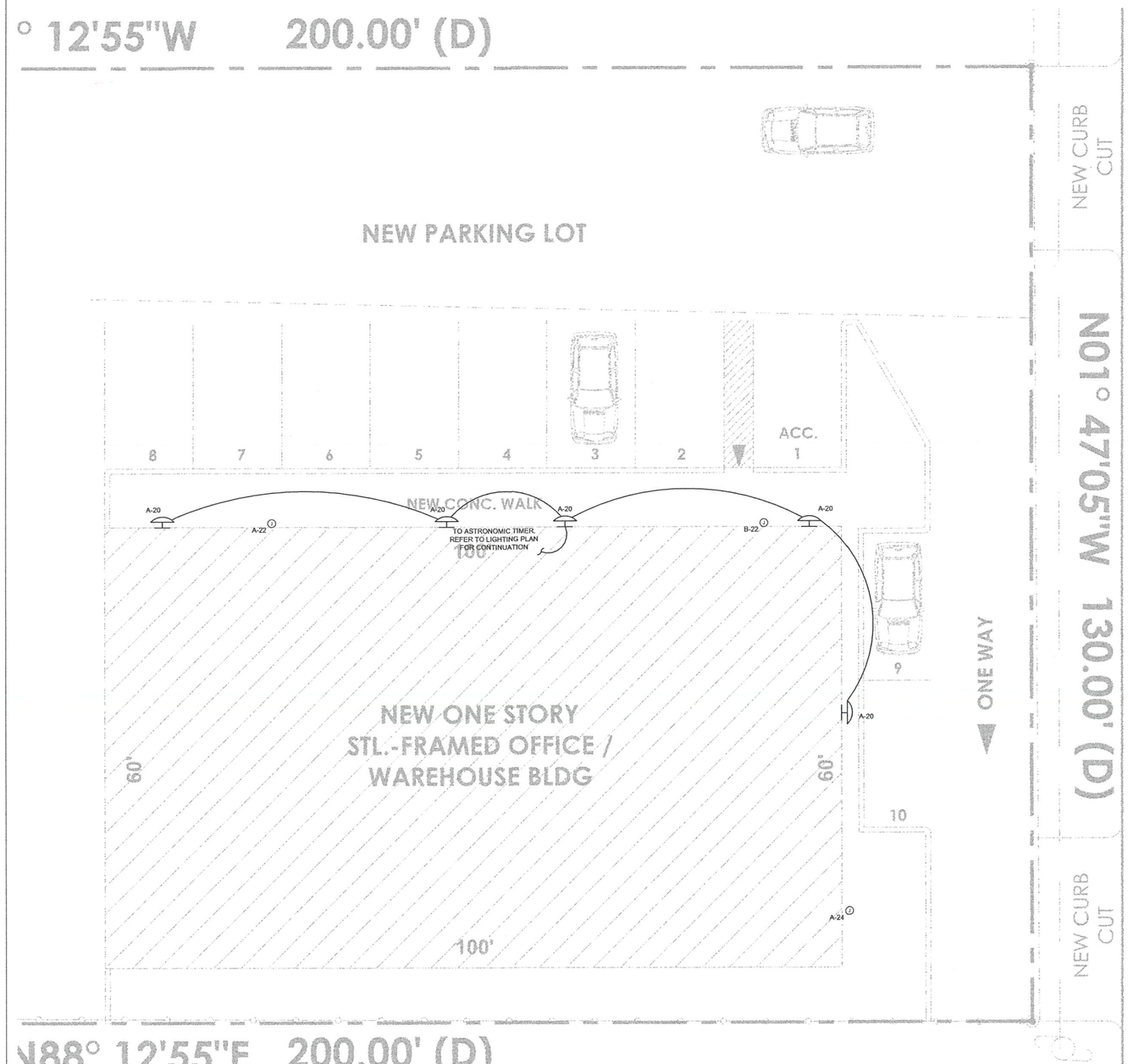
M4



1 E-0 ELECTRICAL SITE PLAN

SCALE: 1/8" = 1'-0"

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE 2020, FLORIDA BUILDING CODE 2023 AND/OR ANY LOCAL CODES AND ORDINACES.
2. THE ELECTRICAL CONTRACTOR SHALL PAY ANY FEES, TAXES AND PERMIT FEES PERTAINING TO THE ELECTRICAL WORK.
3. THE ELECTRICAL CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR LOCATION OF ALL EQUIPMENT. CONTRACTOR SHALL NOT SCALE PLANS.
4. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY AND ALL DETAILS OF CONSTRUCTION. THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS AS TO PROVIDE A COMPLETE ELECTRICAL INSTALLATION WITH ALL EQUIPMENT IN PROPER WORKING ORDER.
5. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE FULL COORDINATION OF HIS WORK WITH THAT OF THE OWNER/BUILDER AND ALL OTHER SUB-CONTRACTORS.
6. IT SHALL BE UNDERSTOOD THAT ALL WORK PERFORMED SHALL BE DONE SO BY A LICENSED ELECTRICAL CONTRACTOR AND IN A FIRST CLASS WORKMANLIKE MANNER.
7. ALL ELECTRICAL WORK AND MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF ISSUE OF CERTIFICATE OF OCCUPANCY AND AS BY CONTRACT W/ OWNER.
8. ALL POWER AND CONTROL WIRING SHALL BE DONE BY THE ELECTRICAL CONTRACTOR.
9. ALL INTERIOR CIRCUITS SHALL BE IN CONDUIT. ALL WIRES SHALL BE THWN/THHN TYPE. OBATAIN APPROVAL OR LOCAL ELECTRICAL INSPECTOR FOR USE OF MC CABLE.
10. ALL EXTERIOR CIRCUITS SHALL BE IN PVC CONDUIT PROVIDED WITH A GREEN GROUND WIRE.
11. ALL DISCONNECT SWITCHES SHALL BE FUSED WITH CURRENT LIMITING FUSES. VERIFY FUSE SIZE WITH EQUIPMENT'S NAME PLATE WHERE APPLICABLE.
12. ALL PANELS SHALL HAVE TYPEWRITTEN DIRECTORIES INDICATING ALL CRCUITS.
13. THE ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL PLUGS AND CORDS AT ALL APPLIANCES INDICATED ON PLANS AND SCHEDULES.
14. ALL CONTRACTORS RESPONSIBLE FOR GENERATOR POWER.
15. ALL WIRES AND CABLES SHALL BE COPPER EXCEPT AS INDICATED.
16. CONTRACTOR SHALL PROVIDE LIGHTING FIXTURES AND AS PER OWNER REQUIREMENTS.
17. ELECTRICAL CONTRACTOR SHALL PROVIDE CONTROL WIRES BETWEEN A.H.U. AND C.U. DISCONNECT SWITCH, N.E.M.A. 3R TYPE AT CONDENSING UNITS
18. ALL WIRE SIZES INDICATED ARE BASED THE USE OF COPPER CONDUCTORS. AT THE DEVELOPER'S OPTION ALUMINUM CONDUCTORS MAY BE USED FOR FEEDERS AND SERVICES WHERE THE FOLLOWING CONDITIONS ARE ADHERED TO:
    A. MINIMUM SIZE OF ALUMINUM SHALL BE #1 AWG (100A).
    B. ALL TERMINATIONS SHALL BE MADE WITH COMPRESSION TYPE FITTINGS.
    C. CONDUIT SIZES SHALL BE INCREASED ACCORDINGLY IN ORDER TO ACCODATE THE USE OF LARGER CONDUCTOR.
    D. GROUND CONDUCTORS SHALL NOT BE ALUMINUM.
    E. ALUMINUM CONDUCTORS SHALL NOT BE USED FOR BRANCH CIRCUIT WIRING.
19. TIME SWITCHES SHALL BE 120V, 24 HOUR ASTRONOMIC DIAL AS APPROVED BY OWNER.
20. CONTRACTOR SHALL COORDINATE FUSE AND CKT. BREAKER SIZE AS PER EQUIPMENT NAME PLATE PRIOR TO ROUGH-IN CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR SHOPDRAWINGS.
21. DRYER AND RANGE RECEPTACLES SHALL BE 120/240V, MIN 10-4 WIRE TYPE. (PER NEC 250-140)
22. LIGHT SWITCHES, OUTLETS, THERMOSTATS IN ACCESSIBLE LOCATIONS. NO HIGHER THAN 48" AND NO LOWER THAN 15" ABOVE THE FINISH FLOOR AND 44" WHERE BASE CABINETS.
23. EQUIPMENT GROUNDING CONDUCTOR IN WET LOCATIONS SHALL BE COOPER.
24. RUN ALL C.U. LOW VOLTAGE WIRES FROM A.H.U. TO C.U. IN 1/2" CONDUIT(USE 3 PAIR WIRE)
25. ALL SMOKE DETECTORS SHOULD BE INTERCONNECTED. IN COMMON AREAS & SMOKE DETECTORS SHALL BE A COMBINATION IONIZATION / PHOTO ELECTRIC TYPE.
26. ALL BRANCH CIRCUITS THAT SUPPLY 120V, 1Ø, 15AMP & 20AMP OUTLETS SHALL BE PROTECTED BY COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTERS LISTED TO PROVIDE PROTECTION OF THE ENTIRE BRANCH CIRCUIT AS PER NEC 2011 210-12(B).
27. ALL 15A AND 20A, 125V RECEPTACLES SHALL BE LISTED AS TAMPER RESISTANT (NEC 2011 406.11): IN EVERY KITCHEN, FAMILY ROOM, DINING ROOM, LIVING ROOM, DEN, SUNROOM, BEDROOM, BATHROOM, LAUNDRY AND OUTDOOR AREA.
28. ALL SMALL APPLIANCE RECEPTACLES DEDICATED TO SERVE COUNTERTOP SURFACES IN KITCHEN SHALL BE GFCI PROTECTED IN ACCORDANCE WITH NEC 2011 210-8(A)(6). OUTLET SPACING FOR THE COUNTER-TOP SURFACES SHALL COMPLY WITH (2011 NEC) 210.52(B)(C)
29. SINGLE STATION 110V SMOKE DETECTORS WITH A SOUNDER BASE AND BATTERY BACK-UP. SMOKE DETECTORS SHALL BE INTERCONNECTED SO THAT OPERATION OF ANY SMOKE DETECTOR SHALL ACTIVATE ALL SMOKE ALARMS WITHIN THE DWELLING UNIT. CONNECT TO LIVING ROOM LIGHTING CIRCUIT. AFCI TYPE CIRCUIT. LOCATE ALL SMOKE DETECTORS A MINIMUM OF 3'-0" FROM ALL RETURN AIR AND SUPPLY AIR GRILLES AND DIFFUSERS. ALL STATIONS SHOWN OUTSIDE THE SLEEPING ROOMS SHALL BE AC WIRE-IN COMBINATION CARBON MONOXIDE & SMOKE ALARM WITH BATTERY BACKUP AND INDEPENDENT CO AND SMOKE SENSORS. LOCATE ALL COMBINATION CARBON MONOXIDE & SMOKE ALARM WITHIN 10'-0" OF EACH SLEEPING ROOM.

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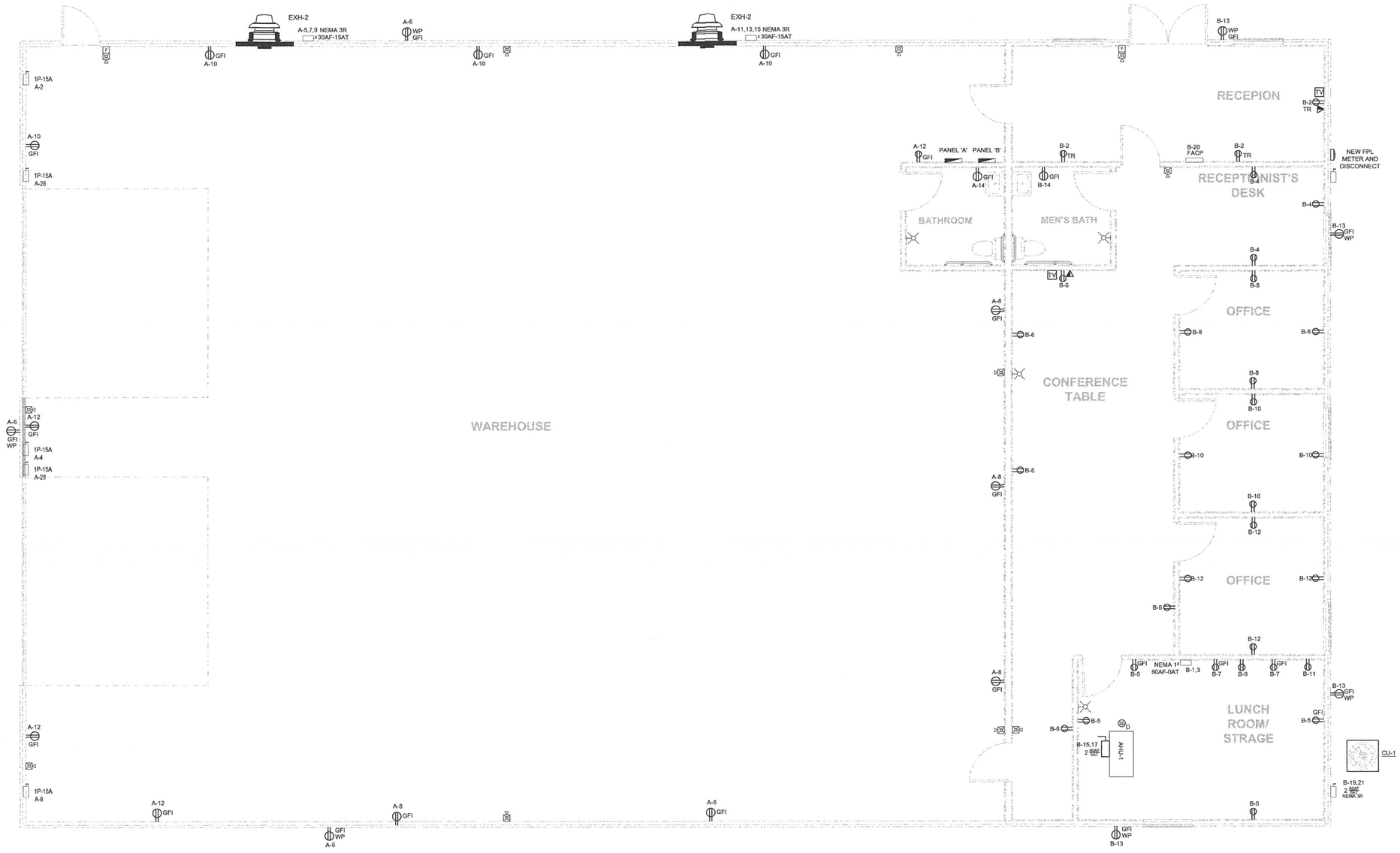
E0

GENERAL ELECTRICAL NOTE

1. FIXTURE, EQUIPMENT, RECEPTACLE IS NEW UNLESS NOTED OTHERWISE.



1 E-1 POWER AND SYSTEMS FLOOR PLAN

SCALE: 1/4" = 1'-0"

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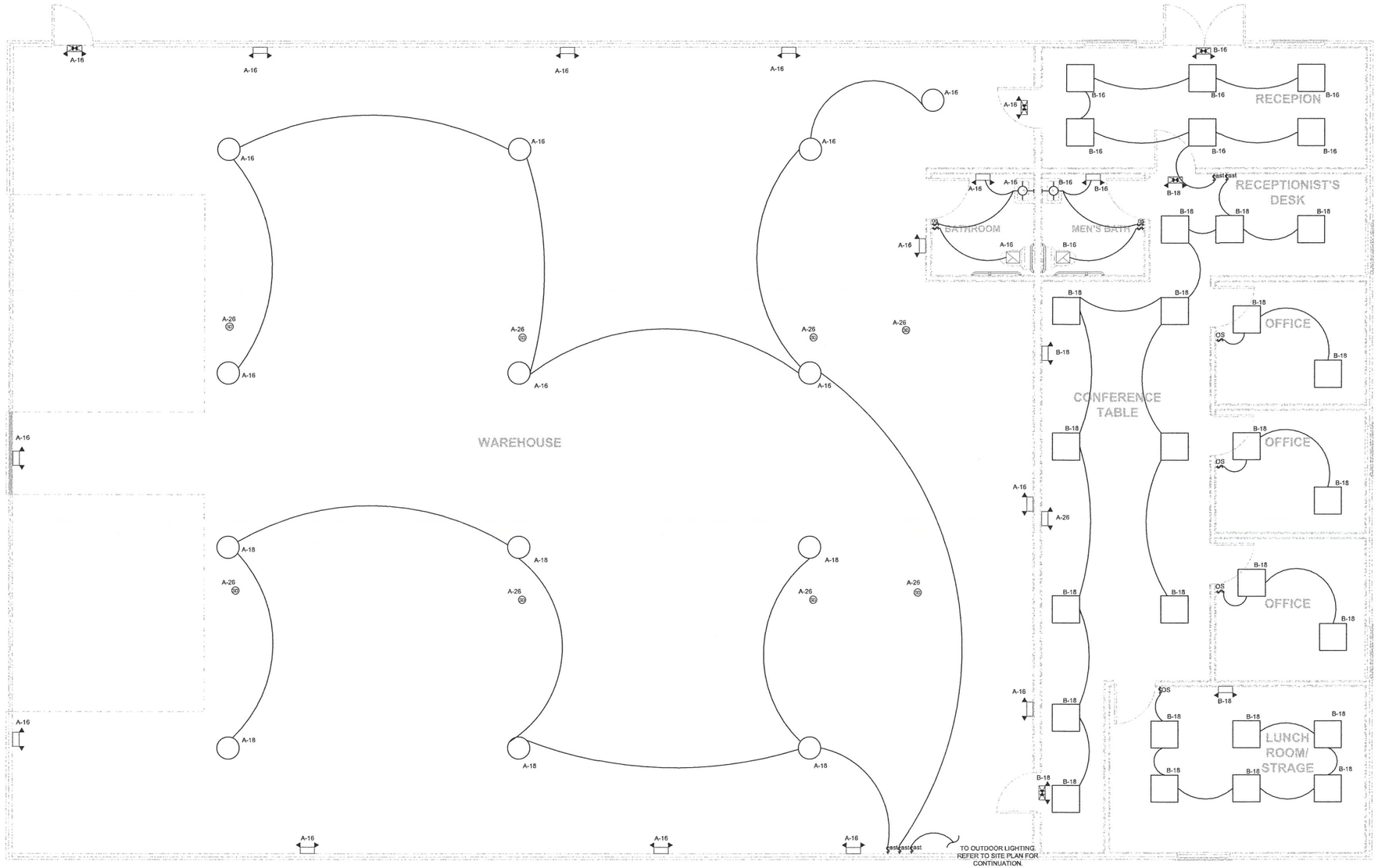
E1



1 E-2 LIGHTING FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL LIGHTING NOTE
1. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE NOT LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE.

GENERAL ELECTRICAL NOTE
1. FIXTURE, EQUIPMENT, RECEPTACLE IS NEW UNLESS NOTED OTHERWISE.

LIGHTING CIRCUIT NOTES
1. EMERGENCY LIGHTS AHEAD OF SWITCH IN SAME CIRCUIT AS IN AREA. NEC 700.12. (TYPICAL)

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E2

ELECTRICAL PANEL SCHEDULE
NEW PANEL 'A': 200 AMPS, 208/120,3P,MCB

NOTES	KVA	WIRE	TRIP POLE	CIRCUIT DESCRIPTION	CCT#		CCT#	CIRCUIT DESCRIPTION	TRIP POLE	WIRE	KVA	NOTES
				SPACE	1		2	MOTORIZED DAMPER	15-1	12	0.80	3
				SPACE	3		4	MOTORIZED DAMPER	15-1	12	0.80	3
					5		6	OUTDOOR RECEPT	20-1	12	0.54	2
3	1.50	#12	15-3	EF-2	7		8	GENERAL RECEPTACLE	20-1	12	0.72	3
					9		10	GENERAL RECEPTACLE	20-1	12	0.72	3
					11		12	GENERAL RECEPTACLE	20-1	12	0.72	3
3	1.50	#12	15-3	EF-2	13		14	BATHROOM GFCI	20-1	12	1.50	3
					15		16	INDOOR LIGHTING	20-1	12	0.60	1,2
				SPACE	17		18	INDOOR LIGHTING	20-1	12	0.60	1,2
				SPACE	19		20	OUTDOOR LIGHTING	20-1	12	0.60	1,2
				SPACE	21		22	STORE SIGN	20-1	12	1.50	2,3
				SPACE	23		24	STORE SIGN	20-1	12	1.50	2,3
				SPACE	25		26	GARAGE DOORS	15-1	12	0.80	3
				SPACE	27		28	GARAGE DOORS	15-1	12	0.80	3
				SPACE	29		30	MOTORIZED DAMPER	15-1	12	0.80	3
				SPACE	31		32	SPACE				
				SPACE	33		34	SPACE				
				SPACE	35		36	SPACE				
				SPACE	37		38	SPACE				
				SPACE	39		40	SPACE				
				SPACE	41		42	SPACE				
	3.00										13.00	

NOTES:			
1. AFCI PROTECTED	PANEL CONNECTED LOAD	16.00	44.44 AMPS
2. GFCI PROTECTED	LARGEST MOTOR @125%	1.875	5.21 AMPS
3. HACR BREAKER	LIGHTING @125%	4.80	13.33 AMPS
	PANEL DEMAND LOAD	**19.71**	**54.7 AMPS**

DEMAND LOAD CALCULATED IN ACCORDANCE WITH NEC 2020 220.82

ELECTRICAL PANEL SCHEDULE
NEW PANEL 'B': 200 AMPS, 208/120,3P,MCB

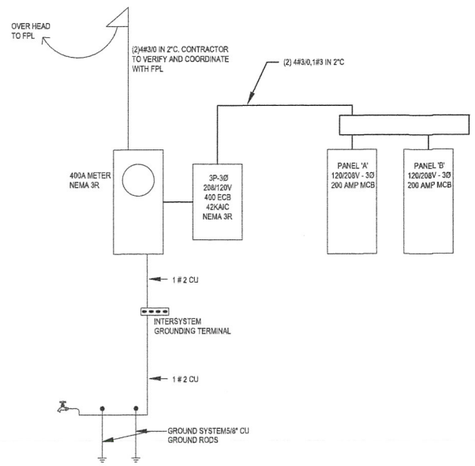
NOTES	KVA	WIRE	TRIP POLE	CIRCUIT DESCRIPTION	CCT#		CCT#	CIRCUIT DESCRIPTION	TRIP POLE	WIRE	KVA	NOTES
3	11.80	#6	60-2	EWH-1	1		2	RECEPTION	20-1	12	0.54	1
					3		4	RECEPTION DESK	20-1	12	0.54	1
1	0.54	#12	20-1	LUNCH ROOM	5		6	CONFERENCE	20-1	12	0.72	1
1	1.50	#12	20-1	SMALL APPLIANCE	7		8	OFFICE	20-1	12	0.72	1
1,2	0.60	#12	20-1	DISPOSAL	9		10	OFFICE	20-1	12	0.72	1
1,2	1.00	#12	20-1	REFRIGERATOR	11		12	OFFICE	20-1	12	0.72	1
1,2	0.54	#12	20-1	OUTDOOR RECEPT	13		14	BATHROOM GFCI	20-1	12	1.50	3
3	10.00	#6	60-2	AHU-1	15		16	INDOOR LIGHTING	20-1	12	0.60	1
					17		18	INDOOR LIGHTING	20-1	12	0.60	1
3	7.00	#6	60-2	CU-1	19		20	FIRE ALARM CONTROL	20-1	12	1.00	1
					21		22	STORE SIGN	20-1	12	1.50	2,3
				SPACE	23		24	SPACE				
				SPACE	25		26	SPACE				
				SPACE	27		28	SPACE				
				SPACE	29		30	SPACE				
				SPACE	31		32	SPACE				
				SPACE	33		34	SPACE				
				SPACE	35		36	SPACE				
				SPACE	37		38	SPACE				
				SPACE	39		40	SPACE				
				SPACE	41		42	SPACE				
	25.98										9.16	

NOTES:			
1. AFCI PROTECTED	PANEL CONNECTED LOAD	35.14	97.61 AMPS
2. GFCI PROTECTED	LARGEST MOTOR @125%	12.5	34.72 AMPS
3. HACR BREAKER	LIGHTING @125%	3.70	10.28 AMPS
	PANEL DEMAND LOAD	**44.14**	**122.6 AMPS**

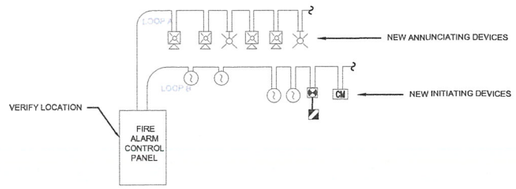
DEMAND LOAD CALCULATED IN ACCORDANCE WITH NEC 2020 220.82

SERVICE LOAD CALCULATION

PANEL A	16.00 kVA
PANEL B	35.14 kVA
TOTAL CONNECTED LOAD:	51.14 kVA
LARGEST MOTOR @125%	1.88 kVA
LIGHTING @125%	8.50 kVA
TOTAL DEMAND LOAD:	113 kVA
TOTAL DEMAND AMPS @ 208VOLTS - 3PH.	312.9 AMPS



1 E-3 NEW ELECTRICAL RISER DIAGRAM
SCALE: NTS



FIRE ALARM RISER NOTES:

1) ALL FIRE ALARM SYSTEM DEVICES SHALL BE COMPATIBLE WITH SHALL BE SUBJECT TO FINAL APPROVAL BY OWNER.
2) THE ELECTRICAL CONTRACTOR SHALL CONTACT THE FIRE ALARM MANUFACTURER FOR ALL NECESSARY HARDWARE, SOFTWARE AND ALL DEVICE REQUIREMENTS.
3) THE ELECTRICAL CONTRACTOR SHALL CONTACT THE FA SYSTEM MAINTENANCE CONTRACTOR FOR ALL NECESSARY WIRING REQUIREMENTS, CONDUIT SIZES, DIAGRAMS AND SHOP DRAWINGS.
4) REFER TO FLOOR PLANS FOR EXACT LOCATIONS AND QUANTITIES OF DEVICES. THE EXISTING TAMPER AND FLOW SWITCHES LOCATED IN THE EXISTING STAIRWELL SHALL BE MAINTAINED.
5) ALL FIRE ALARM JUNCTION BOXES SHALL BE PAINTED RED. ALL FIRE ALARM WIRING SHALL BE INSTALLED IN A METAL RACEWAY.
6) ALL CORE DRILLING AND FIRE STOPPING SHALL BE PROVIDED BY THE G.C.
7) CONTRACTOR SHALL VERIFY THAT LAST DEVICE DOES NOT EXCEED MANUFACTURER RECOMMENDED VOLTAGE DROP. PROVIDE NEW END OF LINE RESISTOR.
8) ALL FIRE ALARM REPROGRAMMING TO ACCOMMODATE THE NEW WORK SHALL BE PROVIDED BY EXISTING FA SYSTEM MAINTENANCE CONTRACTOR. THE SYSTEM SHALL BE TESTED IN ACCORDANCE WITH THE BASE BUILDING STANDARDS AFTER COMPLETION OF NEW WORK TO ENSURE PROPER INTERCONNECTION WITH THE EXISTING INFRASTRUCTURE.
9) CONTRACTOR SHALL PROVIDE SENSITIVITY TEST REPORTS FOR ALL NEW SMOKE DETECTORS INSTALLED IN ACCORDANCE WITH NFPA 72 TESTING METHODS OF SECTION 10.4. A TEST REPORT AND RECORD OF COMPLETION SHALL BE SUBMITTED ON THE DAY OF FINAL INSPECTION.
10) CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, FIRE ALARM SYSTEM SPECIFICATION SHEETS AND ALL BATTERY CALCULATIONS FOR REVIEW PRIOR TO ACQUIRING THE PERMIT. SHOP DRAWING SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER.
11) AIR HANDLING UNIT AND EXHAUST FANS SHALL SHUTDOWN UPON ACTIVATION OF FIRE ALARM SYSTEM.
12) ALL DOORS WITH ELECTRIC LOCKS SHALL RELEASE UPON ACTIVATION OF FIRE ALARM SYSTEM.

FIRE ALARM RISER DIAGRAM
SCALE: N.T.S.

FIRE ALARM SYSTEM SYMBOLS

MOUNTING HEIGHTS SHALL BE AS INDICATED UNLESS SHOWN OTHERWISE ON ELECTRICAL DRAWINGS OR ARCHITECTURAL ELEVATIONS NOT ALL SYMBOLS SHOWN ARE USED BUT ARE INDICATED FOR REFERENCE ONLY.

- AUDIO (DUAL TONE SPEAKER)/VISUAL APPLIANCE- WALL MOUNT
  X INDICATES CANDELA RATING
- AUDIO (DUAL TONE SPEAKER)/VISUAL APPLIANCE - WALL MOUNT
  f INDICATES FIRST ANNUNCIATION
- AUDIO/VISUAL APPLIANCE - CEILING MOUNT
  X INDICATES CANDELA RATING
- AUDIBLE APPLIANCE (SPEAKER) - WALL MOUNT
- AUDIBLE APPLIANCE (SPEAKER) - CEILING MOUNT
- VISUAL APPLIANCE (STROBE) - WALL MOUNT
  # INDICATES CANDELA RATING
- REMOTE ALARM INDICATOR
- RL AUXILIARY RELAY
- CR CONTROL RELAY
- FACP FIRE ALARM CONTROL PANEL
- FCC FIRE COMMAND CENTER
- FAA FIRE ALARM ANNUNCIATOR
- FTC FIRE ALARM TERMINAL CABINET
- TC TERMINAL CABINET
- EOL END-OF-LINE
- F MANUAL PULL STATION
  WP = WEATHERPROOF
  PC = PROTECTIVE COVER
- SMOKE DETECTOR - PHOTOELECTRIC
  I = IONIZATION
  SB = SOUNDER BASE
  T = WITH THERMAL SENSOR
- CM CONTROL MODULE

ELECTRICAL LEGEND

- RECESSED MOUNTED CEILING LIGHT FIXTURE
- INTERIOR WALL MOUNTED LIGHT FIXTURE, MOUNTING HEIGHT AS INDICATED
- EXTERIOR WALL MOUNTED LIGHT FIXTURE, MOUNTING HEIGHT AS INDICATED
- SWITCHES - CIRCUIT BASE
- SWITCHES- DIMMER - MOUNTED AT 48" AFF.
- SWITCHES- DOOR - MOUNTED AT 48" AFF.
- SWITCHES- FOUR WAY- MOUNTED AT 48" AFF.
- SWITCHES- POLE - MOUNTED AT 48" AFF.
- SWITCHES- THREE WAY
- SWITCHES- TIMER
- RECESSED OR SURFACE MOUNTED ELECTRICAL PANEL
- SINGLE RECEPTACLE -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- DUPLEX RECEPTACLE -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- DUPLEX RECEPTACLE -120 VOLT, 1 PHASE, 3 WIRE CEILING MOUNTED
- SINGLE RECEPTACLE -240 VOLT, 1 PHASE, 4 WIRE WALL, MOUNTED AT 18" AFF
- GFCI DUPLEX RECEPTACLE - GROUND FAULT -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- WP DUPLEX RECEPTACLE - WATER PROOF -120 VOLT, 1 PHASE, 3 WIRE WALL MOUNTED AT 18" AFF
- SD SMOKE DETECTOR, CO DETECTOR COMBO
- OS CEILING MOUNTED OCCUPANCY SENSOR
- S FIRE ALARM SPEAKER
- EXHAUST FAN
- J JUNCTION BOX /
- (E) EXISTING TO REMAIN
- (ER) EXISTING TO BE RELOCATED
- (N) NEW

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

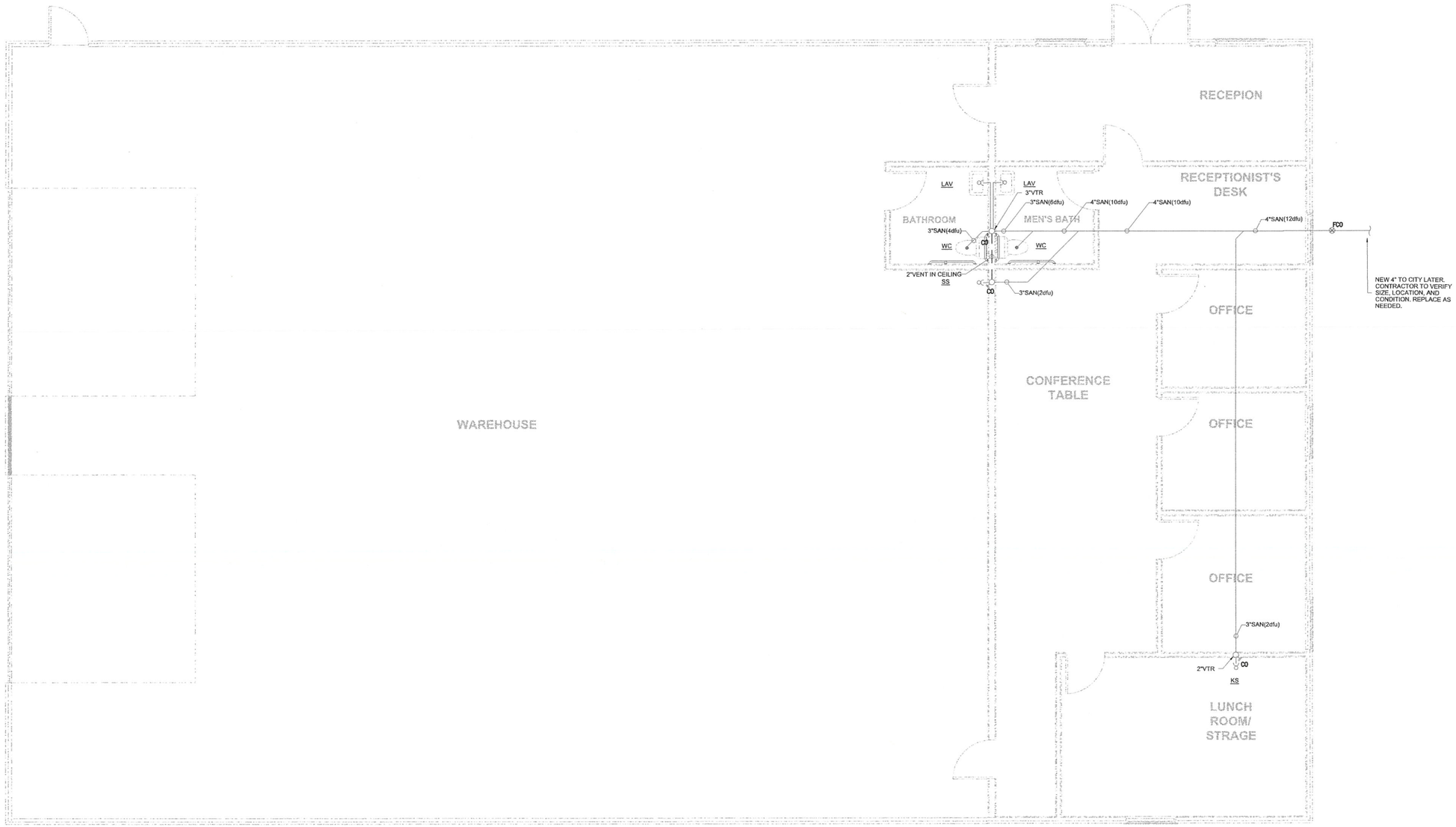
PROJECT ADDRESS: 14730 NW 24TH CT, Opa-Locka, FL 33054

Rev	Description	Date
0	INITIAL SUBMISSION	01/05/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

E3



1 P1 DRAINAGE FLOOR PLAN

SCALE: 1/4" = 1'-0"

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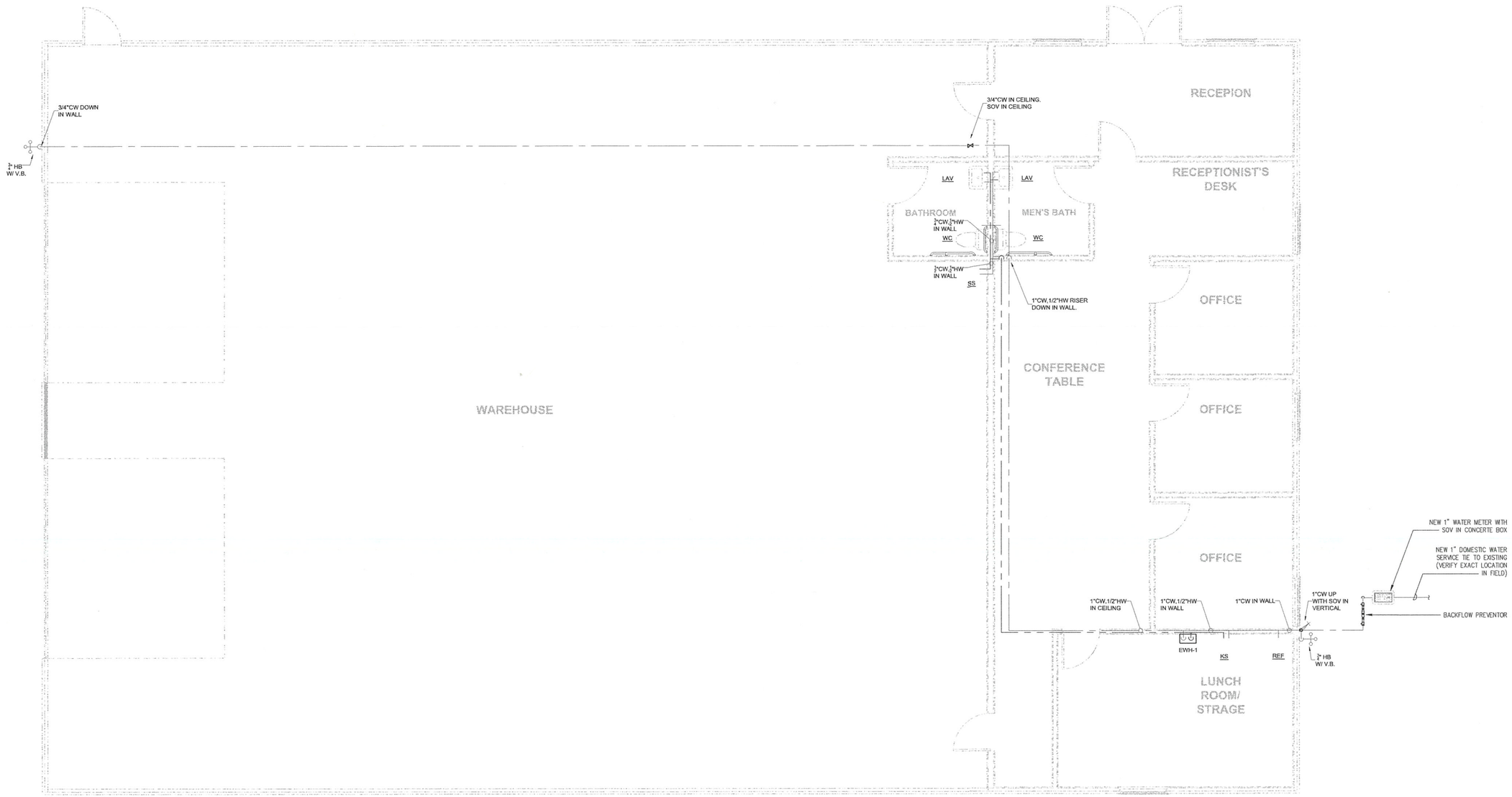
P1



1 / P2 DOMESTIC WATER FLOOR PLAN

SCALE: 1/4" = 1'-0"

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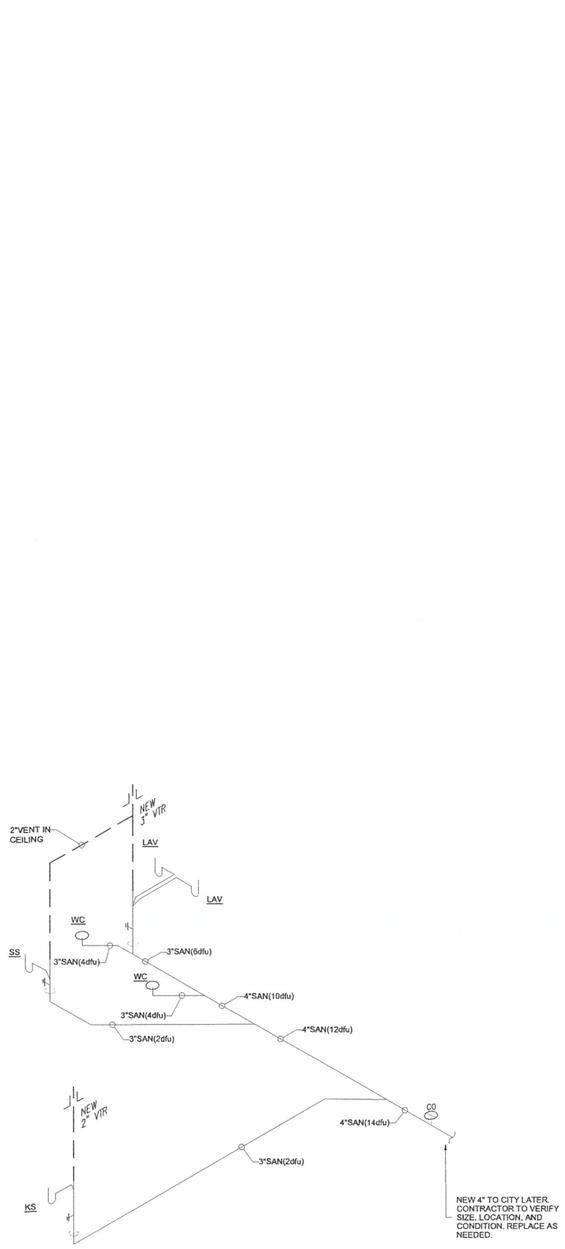
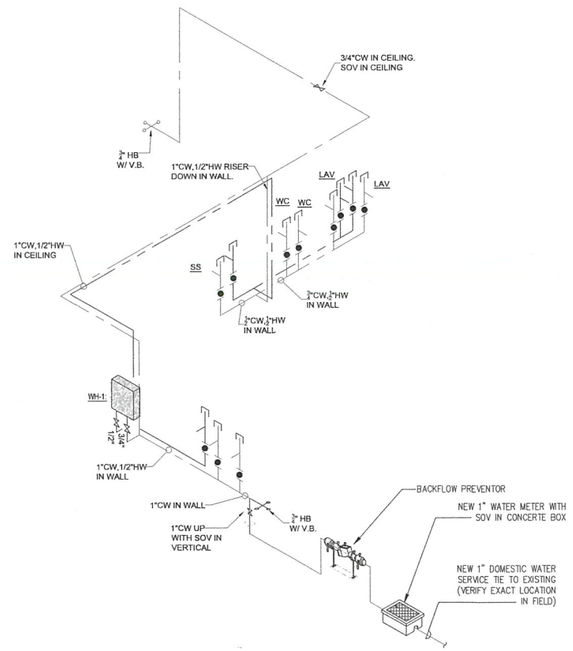
P2



1 P3 SANITARY RISER DIAGRAM

SCALE: NTS



2 P3 DOMESTIC WATER RISER DIAGRAM

SCALE: NTS

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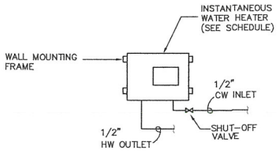
P3

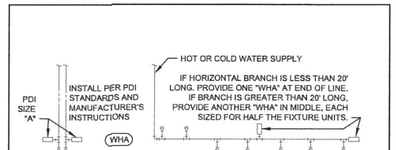


NOTE:
1. PIPING ARRANGEMENT SHOWN IS SCHEMATIC ADJUST TO SUIT FIELD CONDITIONS. SET WATER HEATERS AT 110 DEGREES MAXIMUM.

INSTANTANEOUS WATER HEATER DETAIL
N.T.S.

ELECTRIC WATER HEATER SCHEDULE

MARK	CAP. GAL.	HEATING SOURCE	ELEMENTS	KW. OR BTUH	VOLTAGE	MANUFACTUR AND MODEL No.
EWH-1	-	ELEC.	1	11.8KW	208/1/60	TITAN N120 TANKLESS 11.8KW

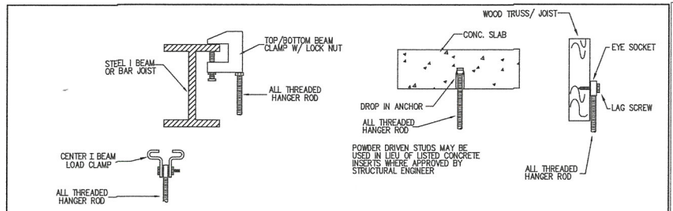


PDI SIZE	PIPE SIZE	FIXTURE UNIT LOAD
A	1/2"	1–11
B	3/4"	12–32
C	1"	33–60
D	1–1/4"	61–113
E	1–1/2"	114–154
F	2"	154–330

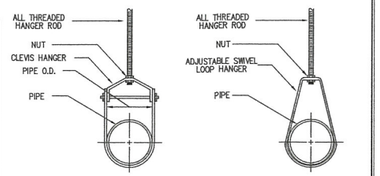
FIXTURE UNIT TABULATION		
FIXTURE	COLD	HOT
VALVE WATER CLOSET	10	---
TANK WATER CLOSET	5	---
URINAL	5	---
LAVATORY/SINK	1.5	1.5
JANITOR'S SINK	3	3
SHOWER/BATHTUB	2	2

DO NOT PROVIDE AIR CHAMBERS. PROVIDE WATER HAMMER ARRESTERS BY SIOUX CHIEF, PRECISION PLUMBING PRODUCTS, WATTS OR APPROVED EQUIVALENT WITH PISTON AND O-RING CONSTRUCTION, HAVING PDI #WH-201, ASSE # 1010 AND ANSI # A112.26.1M CERTIFICATION. INSTALL IN HORIZONTAL OR VERTICAL POSITION, BUT NEVER UPSIDE DOWN. INSTALL IN LINE WITH WATER FLOW DIRECTION IF POSSIBLE. SIZE THE UNITS AS SHOWN ON THE DRAWINGS AND/OR PER THE TABLES SHOWN ABOVE.
* PLUMBING & DRAINAGE INSTITUTE(PDI)

WATER HAMMER ARRESTERS INSTALLATION GUIDE
N.T.S.



BLAZEMASTER® PIPE HANGER SPACING		
NOMINAL SIZE inches	MAX SPACING feet	ROD SIZE inches
3/4"	4.0'	3/8"
1"	5.0'	
1¼"	6.0'	
1½"	7.0'	
2"	7.0'	1/2"
2½"	7.0'	
3"	7.0'	
4"	7.0'	
6"	7.0'	
8"	7.0'	



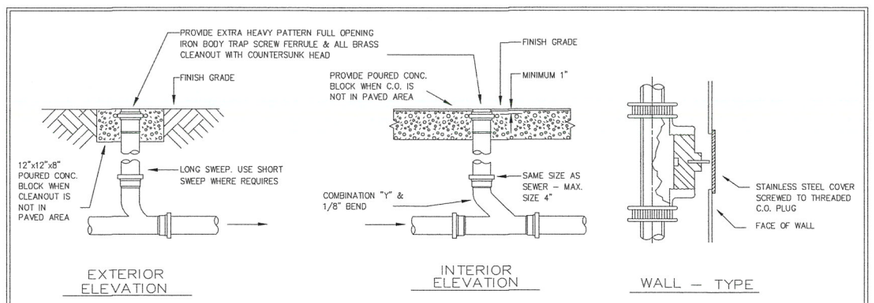
-ALL HANGER RODS, HANGERS, FASTENERS, ETC. SHALL BE PROVIDED WITH FACTORY APPLIED HOT DIPPED GALVANIZING
-ALL HANGERS SHALL BE LISTED FOR THEIR INTENDED SERVICE

PIPE HANGERS
N.T.S.

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	TRAP (IN.)	SOIL/ WASTE (IN.)	VENT (IN.)	COLD WATER (IN.)	HOT WATER (IN.)	MANUFACTURER MODEL No.	DESCRIPTION
WC	TANK TYPE FLOOR MOUNTED WATER CLOSET (ADA COMPLIANT) NEW	---	3	2	1/2	---	AMERICAN STANDARD "CADET 3 FLOWISE" 2835.128 (OR EQUAL)	-VITREOUS CHINA, AN ELONGATED RIGHT HEIGHT BOWL FITS IN THE SAME SPACE AS A ROUND FRONT TOILET, WATER SEVER OF 1.28 GPF, TOP OF SEAT FOR HANDICAP UNIT IS 16 1/2", AND PLASTIC TOILET SEAT WITH COVER, HINGES AND EVERGLEAN SURFACE.
LAV	LAVATORY – NEW (ADA COMPLIANT)	1 1/4	2	2	1/2	---	AMERICAN STANDARD No. 0355–012 AMERICAN STANDARD 2385.006 (OR EQUAL) PLUMBEREX No. HANDY SHIELD	-VITREOUS CHINA, ANTI–SPLASH RIM, WALL HUNG, PUNCH FOR CENTERSET FITTING. -SINGLE LEVER HANDLER, WASHERLESS CERAMIC DISC VALVE CARTRIDGE, PROVIDE 4" SPOUT, AERATOR OF 0.5 GPM, AND HOT LIMIT SAFETY STOP. -PROVIDE ANGLE STOP SUPPLIES WITH TUBES AND ESCUTCHEONS. -INSULATE TRAP AND HW AND CW LINES -CLEARANCE BETWEEN APRON AND FLOOR SHALL BE 29".
KS	KITCHEN SINK	1 1/2	2	2	1/2	1/2	ELKAY No. LRADQ–1720 FAUCET KOHLER No. K–7779–K (OR EQUAL)	-L17" X W20" X D6 1/2" SINK, COUNTERTOP, SINGLE COMPARTMENT No. 304 STAINLESS STEEL WITH DROP LEDGE, THREE HOLE PUNCH. -DECK MOUNT SINGLE–LEVER KITCHEN FAUCET WITH 1.0 GPM RESTRICTED AERATOR, AND ADA COMPLIANT. -DRAIN WITH STOP AND SUPPLIES.
SS	SERVICE SINK	1 1/2	3	2	1/2	1/2	EXISTING TO BE RELOCATED	

NOTES:
1. PLUMBING FIXTURES SHALL COMPLY WITH REQUIREMENTS OF F.P.C. CHAPTER 4, TABLES 604.5, 709.1, AND MIAMI DADE COUNTY ORDINANCE 08–14
2. WALL HUNG FIXTURES SHALL BE SUPPORTED AS PER FBC 2517.5.1.1. REFER TO ARCHITECTURAL DRAWINGS FOR MORE DETAILS.
3. COORDINATE FINAL FIXTURE LAYOUT AND SPECIFICATIONS WITH ARCHITECTURAL DRAWINGS BEFORE COMMENCEMENT OF JOB.
4. ICE MAKERS, REFRIGERATORS & DRINKING FOUNTAINS TO BE IN LINE BACKFLOW DEVICE & FILTER.
5. BATHROOM WALL AND FLOOR SHALL FLOOR SHALL HAVE A SMOOTH, HARD, NONABSORBENT AS PER SECTION 1210.1F.B.C. REFER TO ARCHITECTURAL DRAWINGS FOR MORE DETAILS.



TYPICAL CLEANOUT DETAILS
NTS

GENERAL NOTES

1. A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FBC (PLUMBING 2023 8TH ED.) AND WITH ALL APPLICABLE REGULATIONS.
   B. DRAWINGS: REFER TO ALL DRAWINGS FOR COORDINATION OF THE PLUMBING WORK.
   C. ARRANGE AND PAY FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTS. OBTAIN THE REQUIRED CERTIFICATES AND PRESENT TO OWNER.
   D. GUARANTEE: THE COMPLETED INSTALLATION SHALL BE FULLY GUARANTEED AGAINST DEFECTIVE MATERIALS AND/OR IMPROPER WORKMANSHIP FOR A MINIMUM OF ONE YEAR FOR MATERIAL AND LABOR.
   E. ALL HORIZONTAL SANITARY PIPING SHALL SLOPE AT 1/8 INCH PER FOOT MINIMUM FOR 3" AND LARGER AND AT 1/4" SLOPE FOR 2" PIPES AND SMALLER.
2. NOT USED.
3. PLUMBING FIXTURES: FIXTURES SHALL BE AS SELECTED BY OWNER AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. FIXTURES SHALL BE COMPLETE WITH DRAINS, TRAPS, SUPPLIES AND ANY OTHER ACCESSORY REQUIRED. FIXTURES AND FAUCETS SHALL COMPLY WITH THE SFBC WATER SAVING STANDARDS.
4. MATERIALS:
   A. PIPING:
      A. STORM, SOIL, WASTE AND VENT: SANITARY PIPE, PVC, DWV, SCHEDULE 40.
      B. DOMESTIC WATER: COPPER PIPE, TYPE L WITH SWEAT WROUGHT COPPER FITTINGS. TYPE "M" IN CONCEALED SPACES IS ACCEPTABLE FLOW GUARD CPVC IS AN ACCEPTABLE SUBSTITUTION
      ISOLATE PIPING FROM CONCRETE WITH INSULATING MATERIAL.
      C. DOMESTIC WATER SUPPLY ASSEMBLY: STAINLESS STEEL BRAIDED SUPPLY LINE WITH ANGLE SHUT OFF VALVES.
   D. INSULATION
      1. INSULATE ALL HOT WATER HEATER WITH 1" THICK FIBERGLASS INSULATION.
      2. INSULATE ALL STORM PIPING WITHIN UNITS WITH 1" RIGID FIBERGLASS INSULATION.
5. ALL AUTOMATIC ELECTRIC WATER HEATERS SHALL MEET THE STANDARDS OF THE LATEST ENERGY EFFICIENCY CODE.
6. PIPING TEST AND DISINFECTIONS:
   A. TEST: ALL SANITARY AND DOMESTIC WATER SUPPLY PIPING SHALL BE TESTED FOR LEAKS BEFORE PIPING IS CONCEALED OR CONNECTED TO EQUIPMENT AND PLUMBING FIXTURES.
   B. DISINFECTION: ALL DOMESTIC WATER PIPING SHALL BE DISINFECTED BY INTRODUCING A SOLUTION OF CALCIUM HYPOCHLORITE OF 50 PARTS PER MILLION OF CHLORIDE AND AS PER AWWA STANDARDS.
7. VALVES: DOMESTIC WATER VALVES SHALL BE OF BRONZE BODY, SWEAT ENDS.
8. HOSE BIBBS: SHALL BE 1/2 INCH. ROUGH BRASS CONSTRUCTION WITH SHUT OFF VALVE AND VACUUM BREAKER.
9. ALL OUTDOORS FLOOR CLEAN OUTS SHALL BE TERMINATED UP TO GRADE AND SHALL BE MARKED.
10. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF SANITARY, AND DOMESTIC WATER PIPING BEFORE STARTING ANY WORK. NOTIFY ARCHITECT/ENGINEER OF ANY DEVIATIONS FROM DESIGN DRAWINGS.

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0	INITIAL SUBMISSION	01/06/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: DA
Designed by: KM
Checked by: KM
SCALE: AS NOTED

P4

GENERAL NOTES:

1. EXISTING TOPOGRAPHIC AND TREE LOCATION INFORMATION HAS BEEN OBTAINED FROM A BOUNDARY SURVEY GIVEN BY MPG TECHNICAL GROUP CORP ON APRIL 12, 2022.
2. ELEVATIONS SHOWN ON THE DRAWINGS ARE IN FEET BASED ON NGVD29! DATUM.
3. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE SODDED.
4. IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL No. 12086C0311L, MAP REVISED SEPTEMBER 11, 2009; THIS PROPERTY IS LOCATED IN "ZONE X".
5. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE, ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION, ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ARCHITECT/ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
6. 48 HOURS PRIOR TO DIGGING CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND UTILITY SERVICE COMPANIES TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO ASSURE THAT ALL UTILITIES HAVE BEEN IDENTIFIED.
7. ANY EXISTING BUILDING, PAVEMENT OR OTHER EXISTING IMPROVEMENTS NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING APPROPRIATE SAFETY PRECAUTIONS DURING EXCAVATION AND TRENCHING OPERATIONS AS REQUIRED BY THE "TRENCH SAFETY ACT".
9. THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF THE EXISTING SANITARY SEWER PRIOR TO CONSTRUCTION OF NEW SEWER LATERAL, AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
10. FOR CONTINUATION OF WATER SUPPLY SYSTEM AND SEWER SYSTEM FROM APPROXIMATELY 5 FEET OUTSIDE THE BUILDING SEE PLUMBING DRAWINGS.
11. ALL DRAINAGE CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT.
12. CONTRACTOR IS TO PREVENT INTRODUCTION OF DEBRIS OR DIRT INTO NEW STORM DRAINAGE SYSTEM AS A RESULT OF CONSTRUCTION ACTIVITIES. ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
13. FOR RELOCATION AND REMOVAL OF EXISTING LIGHT POLES, ELECTRICAL BOXES AND OTHER ELECTRICAL OR COMMUNICATIONS IMPROVEMENTS, SEE ELECTRICAL DRAWINGS.
14. DIMENSIONS IN PAVED AREAS ARE TO THE EDGE OF THE ASPHALT.
15. ALL UNSUITABLE MATERIAL UNDER THE NEW PAVEMENT SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIALS BEFORE PROCEEDING WITH CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE AND INSTALL ALL DRAINAGE PIPES AND STRUCTURES; AND ELECTRICAL LINES AND/OR CONDUITS PRIOR TO BEGINNING SUBGRADE CONSTRUCTION.
17. ALL MUCK AND ORGANIC MATERIALS FOUND WITHIN THE PARKING AREA SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL IN 6 INCH LIFTS COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-180.
18. CONTRACTOR SHALL ADJUST ALL EXISTING VALVES BOXES, CATCH BASINS GRATES, MANHOLES COVERS, ETC. TO MEET NEW GRADES WHERE APPLICABLE.
19. PROVIDE A SMOOTH TRANSITION WHERE NEW PAVEMENT, SIDEWALK, OR CURB MEETS EXISTING GRASS AREAS.
20. WHERE NEW PAVEMENT MEETS EXISTING CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT. SAW CUT AT EXISTING PAVEMENT JOINT MATCHING TO NEW PAVEMENT.
21. EXCEPT AS PARTICULARLY NOTED ON THE PLANS, ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE MIAMI-DADE PUBLIC WORKS MANUAL AND THE SOUTH FLORIDA BUILDING CODE, IF ANY ITEM OF WORK IS NOT COVERED IN EITHER OF THE SPECIFICATIONS, IT SHALL BE CONSTRUCTED PER THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
22. FOR SPECIFICATIONS REGARDING WATER AND SANITARY SEWER OF THIS PROJECT, PLEASE REFER TO MIAMI-DADE WATER AND SEWER DEPARTMENT STANDARD SPECIFICATIONS.
23. ALL SEWER SYSTEM CONSTRUCTION (PRIVATE & PUBLIC) SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT.
24. PRIOR TO REMOVAL AND/OR RELOCATION OF EXISTING TREES, IF REQUIRED, THE CONTRACTOR MUST OBTAIN APPROVAL FROM DERM.
25. CONTRACTOR SHALL HAVE A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED THERE-ON AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.
26. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
27. ALL EXCAVATION SHALL BE BACKFILLED. THEREFORE ORIGINAL GRADE SHALL BE RESTORED UPON COMPLETION OF COMPACTION, SODDING OR SEEDING AND MULCHING.
28. BACKFILLING PAVEMENT CUTS AND EXCAVATION WITHIN 2 FEET OF PAVEMENT EDGE SHALL MEET THE FOLLOWING ADDITIONAL REQUIREMENTS:
    A. COMPACTED TO A DENSITY NOT LESS THAN 98% (ASTM D-1557-70)
    B. DENSITY TESTS SHALL BE CONDUCTED EVERY 12" OF UNCOMPACTED DEPTH OR AS DIRECTED BY THE ENGINEER.
33. THE CONTRACTOR SHALL PROVIDE ALL WARNING LIGHTS, SIGNALS, SIGNS AND FLAGPERSONS AS REQUIRED BY THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS.
34. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.
35. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, SIGNS, AND OTHER IMPROVEMENTS, WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.
36. PAVEMENT REPAIRS SHALL BE "TYPE I" UNLESS OTHERWISE NOTED. CONCRETE CURB AND GUTTERS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED PER CITY OF MIAMI PUBLIC WORKS (STANDARD DETAIL: R14.a).
37. WHERE IT IS NECESSARY TO DEFLECT PIPE EITHER HORIZONTALLY OR VERTICALLY, PIPE JOINT OPENING SHALL NOT EXCEED 50% OF THE MANUFACTURER'S RECOMMENDED OPENING.
38. ALL PUBLIC LAND CORNERS, BENCH MARKS, MONUMENTS AND REFERENCED POINTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS, BENCH MARKS, MONUMENTS AND REFERENCED POINTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED HAVE TO BE PROPERLY REFERENCED BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE ENGINEER A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
39. THE CONTRACTOR SHALL NOTIFY IMMEDIATELY WHEN A CONFLICT BETWEEN THE DRAWING AND ACTUAL CONDITIONS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION.
40. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR THE CONSTRUCTION OF THE WORK TO PERFORM SUCH TESTS, STUDIES, AND SURVEYS AS HE DEEMS NECESSARY TO SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS EXISTING AT THE SITE.
41. CONTRACTOR SHALL HAVE A SET OF PLANS WITH CURRENT FIELD CHANGES MARKED THERE-ON AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION.
42. NO CONSTRUCTION ACTIVITY SHALL TAKE COMMENCE PRIOR TO OBTAINING ALL THE REQUIRED PERMITS AND APPROVALS FOR THIS PROJECT. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND COMPLY WITH APPROVED PLANS/ ALL DIMENSIONS AND ELEVATIONS SHALL BE IN ACCORDANCE WITH THE APPROVED PLANS AND REQUIREMENT OF ALL PERMITTING AGENCIES.
43. PROPOSED BERM IS REQUIRED TO BE CONSTRUCTED OF SUITABLE FILL MATERIAL, NO MUCK OR OPEN GRADED SILICA, COMPACTED TO 92% DENSITY, AND SODDED OR STABILIZED IN AN APPROVED METHOD TO PREVENT EROSION

PAVING AND DRAINAGE NOTES:

1. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DETERIUS MATERIALS WITHIN THE RIGHT-OF-WAY AND UTILITY DRAINAGE EASEMENT SHALL BE REMOVED. NO MATERIAL OF FDOT CLASS A-5, A-7 OR A-8 SHALL BE ALLOWED.
2. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.10 GALLON PER SQUARE YARD. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTION 300-1 THROUGH 300-7 OF FDOT STANDARDS SPECIFICATIONS.
3. PROCTORS SHALL BE PERFORMED ON ALL MATERIAL, SUBGRADE, AND BASE AND ANY SUBSEQUENT CHANGE IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVES ANALYSIS, AND DENSITIES REQUIRED BY THE CONTRACTOR DOCUMENTS SHALL BE SUBMITTED TO THE CITY AND THE ENGINEER OF RECORD. THE CONTRACTOR SHALL PAY FOR ALL REQUIRED TESTING. TEST RESULTS SHALL BE SIGNED AND SEALED BY THE LABORATORY PROFESSIONAL ENGINEER REGISTER IN THE STATE OF FLORIDA.
4. AS-BUILT DRAWINGS SHALL BE PREPARED AND SUBMITTED TO ENGINEERING OF RECORD TO SHOW FINISH GRADE OF THE SUBGRADE AND ENTIRE SITE ELEVATIONS.
5. ALL FILL IMPORTED/ BORROW MATERIAL SHALL BE CLEAN SANDY SOIL FREE OF ROCKS, CONCRETE AND ORGANIC MATERIAL AND SHALL MEET THE FDOT STANDARDS FOR BORROWED FILL.

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

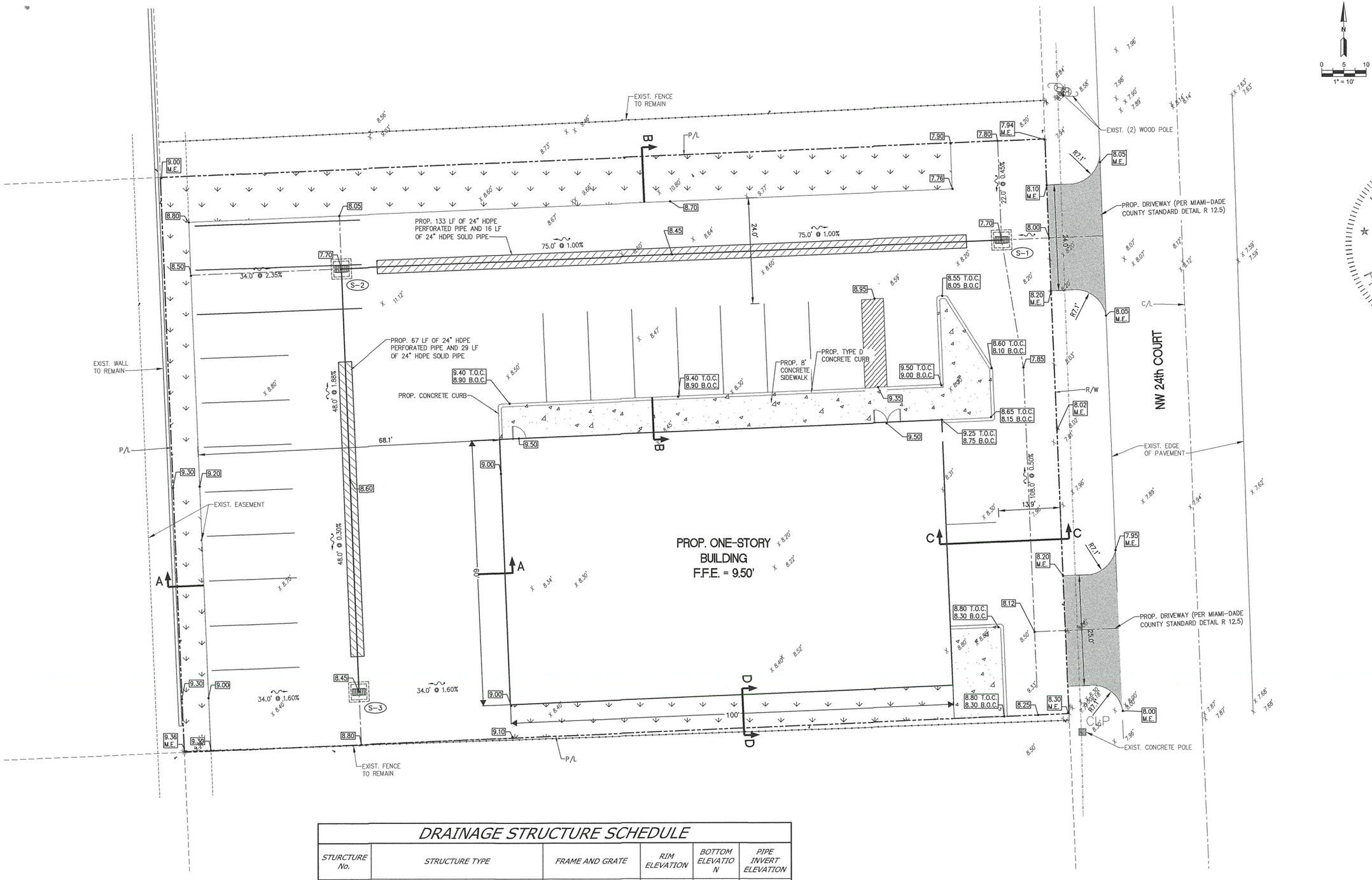
PROJECT ADDRESS: 14730 NW 24TH CT, MIAMI, FL 33147

Rev	Description	Date
0	INITIAL SUBMISSION	01/09/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AB
Designed by: KM
Checked by: KM
SCALE: AS NOTED

C-1



DRAINAGE STRUCTURE SCHEDULE

STURCTURE No.	STRUCTURE TYPE	FRAME AND GRATE	RIM ELEVATION	BOTTOM ELEVATION	PIPE INVERT ELEVATION
S-1	4' CIRCULAR INLET TYPE P	H-20	7.70	(-)0.80	2.70 (W)*
S-2	4' CIRCULAR INLET TYPE P	H-20	7.70	(-)0.80	2.70 (E&S)*
S-3	4' CIRCULAR INLET TYPE P	H-20	7.70	(-)0.80	2.70 (N)*

NOTES: * BAFFLES REQUIRED.

LEGEND:

- PROP. CONCRETE AREA
- PROP. GREEN AREA
- PROP. ASPHALT PAVEMENT AREA
- 7.70 PROP. ELEVATION
- X 8.60' EXIST. ELEVATION
- (S-1) PROP. DRAINAGE STRUCTURE

GENERAL NOTE:
REFER TO C-7 FOR STRIPING DETAILS

0 5 10
1" = 10'

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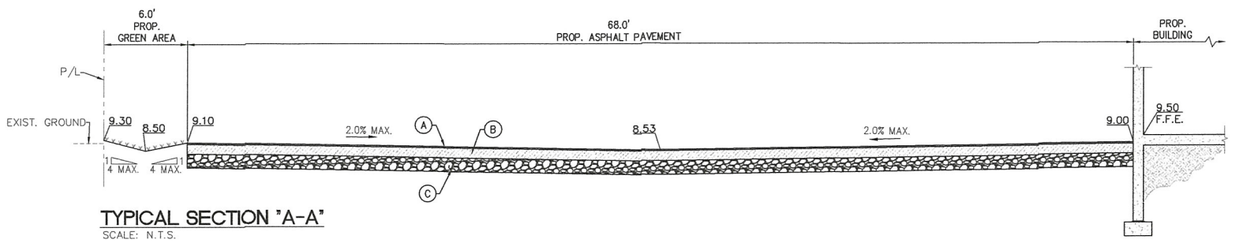
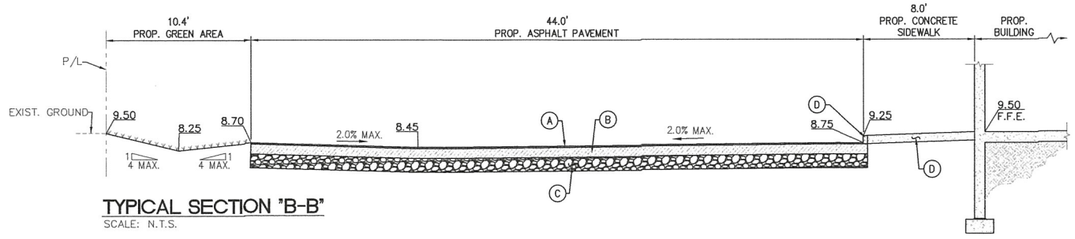
SCALE: AS NOTED

C-2



TYPICAL SECTION "A-A"
SCALE: N.T.S.



TYPICAL SECTION "B-B"
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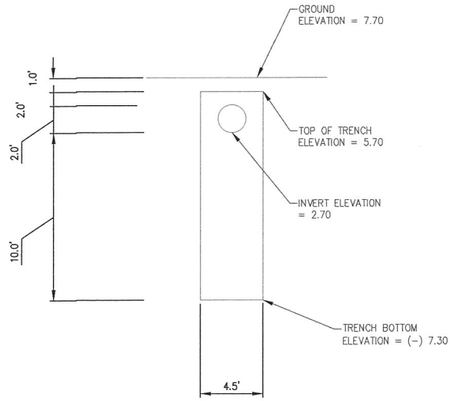
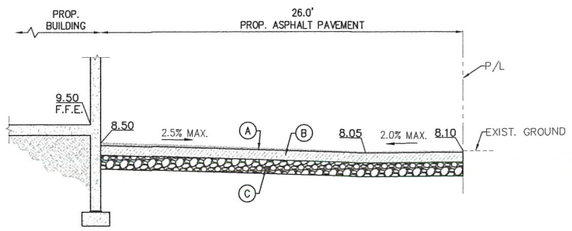
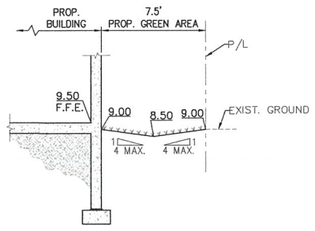


EXFILTRATION TRENCH DETAIL (TYPICAL)
N.T.S.



TYPICAL SECTION "C-C"
SCALE: N.T.S.



TYPICAL SECTION "D-D"
SCALE: N.T.S.

LEGEND:

- (A) 1.5" TYPE S-1 ASPHALT PAVEMENT
- (B) 8" LIMEROCK BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180
- (C) 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98%, MIN. LBR=40, PER AASHTO T-180.
- (D) CONCRETE CURB TYPE D

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PROJECT NAME
OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS
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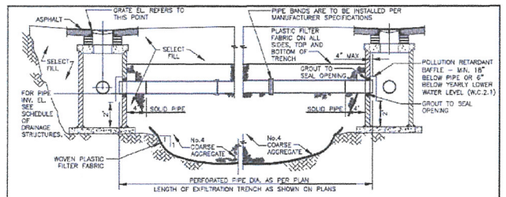
Rev	Description	Date
0	INITIAL SUBMISSION	01/07/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

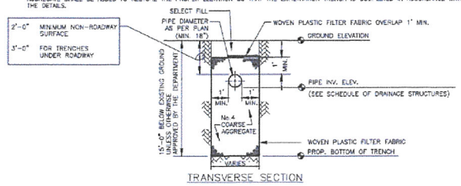
Drawn by: AB
Designed by: KM
Checked by: KM
SCALE
AS NOTED

C-3

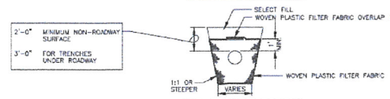


LONGITUDINAL SECTION

NOTE:
1.-AFTER THE COARSE AGGREGATE HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER, OR TAMPERED, TO ALLOW FOR INITAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL No.4 COARSE AGGREGATE SHALL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.



TRANSVERSE SECTION



ALT. TRANS. SECTION*

* MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAVE-IN BELOW THE WATER TABLE IS LIKELY TO OCCUR, TO BE USED AT THE ENGINEER'S DISCRETION.

NOTES (CONTINUED ON NEXT PAGE)
1. PLASTIC FILTER FABRIC SHALL BE WOVEN MONOFILAMENT POLYPROPYLENE GEOTEXTILE. PERMITTIVITY SHALL BE GREATER THAN 0.50 SEC AND FLOW RATE GREATER OR EQUAL TO 50 gal/min/sq.ft.
2. MAXIMUM EXFILTRATION RATE WHICH CAN BE USED IN CALCULATING FRENCH DRAIN LENGTH IS 0.1 cfs/ft.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 02/08/2011 09/26/2012 10/19/2012	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (FRENCH DRAIN)	SD 1.1 SHEET 1 OF 2

NOTES CONTINUED

3. THE MINIMUM PIPE DIAMETER FOR DRAINAGE SYSTEM WITHIN THE ROADWAY RIGHT-OF-WAY SHALL BE 18 INCHES. 15 INCH PIPE MAY BE USED IN PRIVATE ROADWAYS.
4. NO TREES TO BE PLANTED WITHIN 5 FEET OF THE EDGE OF THE TRENCH.
5. TYPE "S" S.D. 2.6 STRUCTURE IS RECOMMENDED FOR SMALL DRAINAGE AREAS LESS THAN 0.2 ACRE PER CATCH BASIN.
6. TYPE "J" S.D. 2.6 STRUCTURE IS RECOMMENDED FOR AREAS LARGER THAN 0.2 ACRE.
7. ALL INVERTS OF PERFORATED PIPES TO BE AT MEAN HIGH OCTOBER WATER TABLE W.C. 2.2.
8. PIPES CAN BE ALLOWED BELOW MEAN HIGH OCTOBER WATER TABLE DUE TO UTILITY CONFLICTS OR IN ORDER TO PROVIDE THE REQUIRED MINIMUM COVER.
9. NEOPRENE GASKET REQUIRED FOR BAFFLES ON ALL CONTACT EDGES MOUNTED ON WALL.
10. OIL AND GREASE BAFFLE IS REQUIRED FOR ALL DRAINAGE STRUCTURES PRECEDING AN OUTFALL OR EXFILTRATION TRENCHES, IN PROJECTS LOCATED IN WELLFIELD PROTECTION AREAS, ROAD INTERSECTIONS WITH TRAFFIC LIGHTS, AND LARGE PARKING LOTS WHICH INCLUDE 15 PARKING SPACES OR MORE.
11. OIL AND GREASE BAFFLE MAY BE WAIVED IN SUBURBAN RESIDENTIAL AREAS.

GENERAL NOTES FOR PIPE CULVERTS

CONTRACTOR HAS THE OPTION OF INSTALLING ANY PIPE MEETING THE REQUIREMENTS OF SECTION 443-2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS LONG AS THE MANUFACTURER IS LISTED, AT THE TIME OF PIPE INSTALLATION, IN FDOT'S LIST OF PRODUCERS WITH ACCEPTED QUALITY CONTROL PROGRAMS. PIPES WITH LESS THAN A 100-YEAR CERTIFICATION CANNOT BE USED ON SECTION LINE, HALF SECTION LINE, COLLECTOR ROADWAYS, AND ARTERIALS. 50-YEAR PIPE CERTIFICATION REQUIRED FOR ALL OTHER MINOR/LOCAL ROADWAYS.

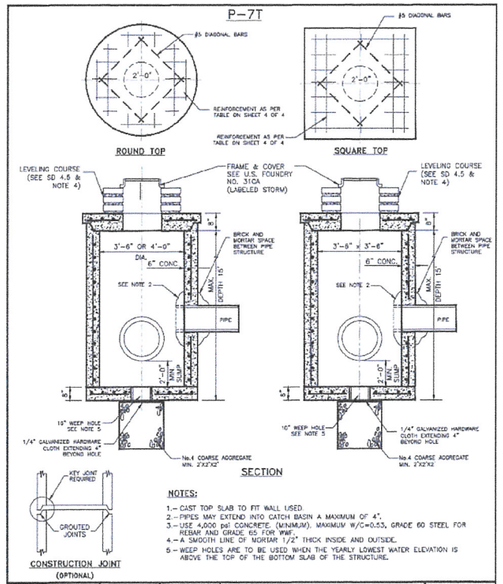
MINIMUM NUMBER OF PERFORATION IN PIPE CULVERTS

PIPE DIAMETER (inches)	OUTER SHELL	LINER
	No. of ⅜" Dia. Holes (PER LIN. FT. OF PIPE)	No. of ⅜" Dia. Holes (PER LIN. FT. OF PIPE)
15	100	50
18	120	60
24	160	80
30	200	100
36	240	120
42	275	140
48	315	150
54	356	180
60	395	200
72	470	235
84	550	275

NOTE:
PERFORATIONS SHALL BE UNIFORMLY SPACED AROUND THE FULL PERIPHERY OF THE PIPE TO WITHIN 4" OF EACH END OF EACH LENGTH OF PIPE. THE NUMBER OF PERFORATIONS PER LINEAR FOOT OF PIPE AND THE DIAMETER OF THE PERFORATIONS SHALL BE AS SHOWN ON THE ABOVE TABLE.

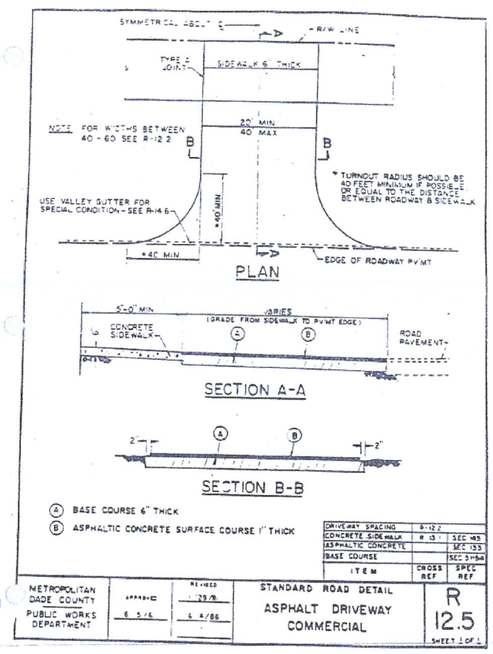
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 08-04-86 10-12-13 05-02-81	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (PIPE CULVERT NOTES)	SD 1.1 SHEET 2 OF 2

P-7T



NOTES:
1.- CAST TOP SLAB TO FIT WALL USED.
2.- PIPES MAY EXTEND INTO CATCH BASIN A MAXIMUM OF 4".
3.- USE 4,000 psi CONCRETE. (MINIMUM). MAXIMUM W/C=0.53, GRADE 60 STEEL FOR REBAR AND GRADE 65 FOR WWF.
4.- A SMOOTH LINE OF MORTAR 1/2" THICK INSIDE AND OUTSIDE.
5.- WEEP HOLES ARE TO BE USED WHEN THE YEARLY LOWEST WATER ELEVATION IS ABOVE THE TOP OF THE BOTTOM SLAB OF THE STRUCTURE.

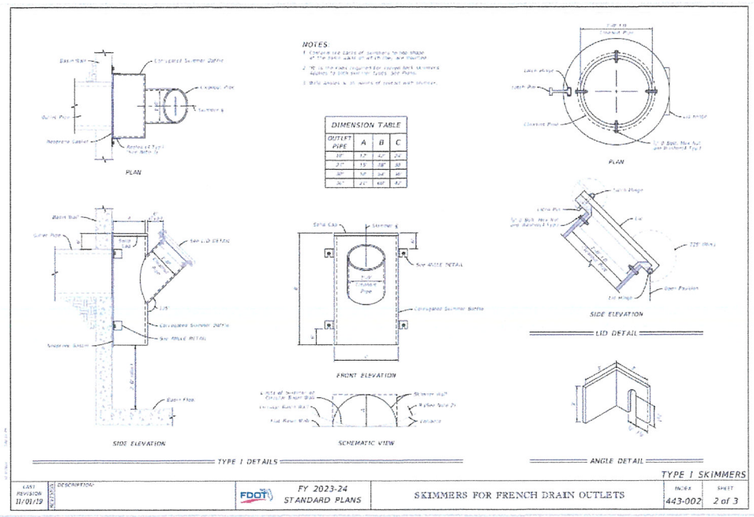
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 3/8/2018	REVISED 3/8/2018	STANDARD STORM DRAINAGE DETAIL MANHOLE AND INLET (TYPE P)	SD 2.7 SHEET 1 OF 4



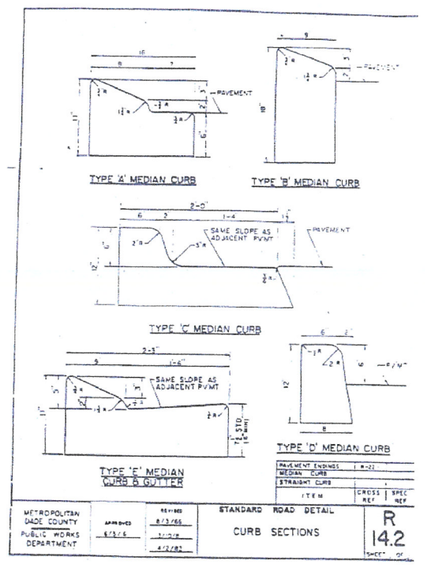
Ⓐ BASE COURSE 6" THICK
Ⓑ ASPHALTIC CONCRETE SURFACE COURSE 1" THICK

ITEM	CROSS REF.	SPEC REF.
DRIVEWAY SPACING	9-12.2	
CONCRETE SIDEWALK	# 13	SEC 425
ASPHALTIC CONCRETE		SEC 333
BASE COURSE		SEC 3-5A

METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED 6 5/16	REVISED 1-29-78 6 4/86	STANDARD ROAD DETAIL ASPHALT DRIVEWAY COMMERCIAL	R 12.5 SHEET 1 OF 1



FDOT	FY 2023-24 STANDARD PLANS	SKIMMERS FOR FRENCH DRAIN OUTLETS	INDEX 443-002	SHEET 2 of 3



METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED 6/1/66	REVISED 8/3/66 1-1-78 4-12-82	STANDARD ROAD DETAIL CURB SECTIONS	R 14.2 SHEET OF

PAVEMENT ENDWISE	I-R-22
MEDIAN CURB	
STRAIGHT CURB	

ITEM	CROSS REF.	SPEC REF.

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

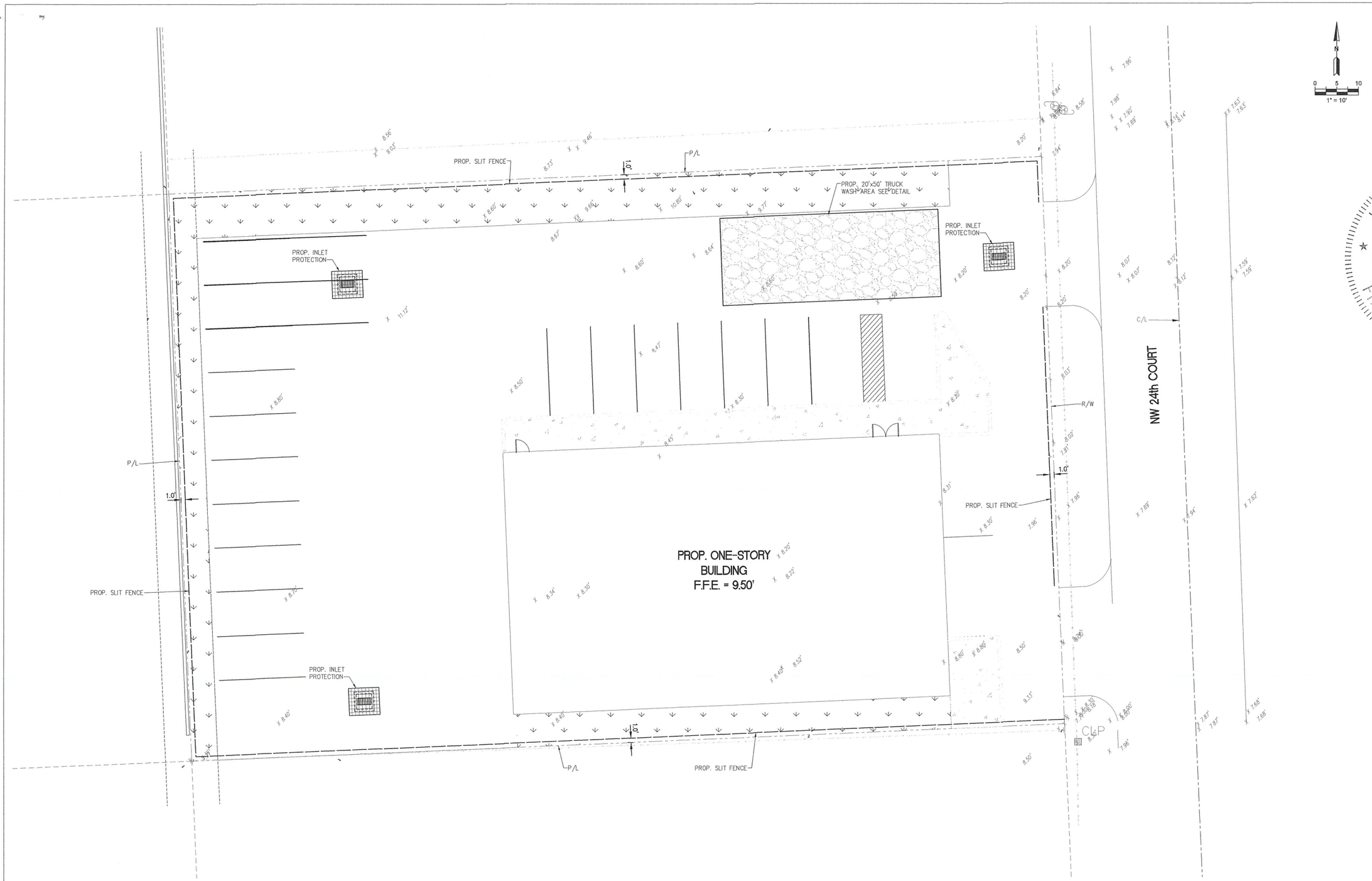
PROJECT ADDRESS: 14730 NW 24TH CT, MIAMI, FL 33147

Rev	Description	Date
0	INITIAL SUBMISSION	01/06/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AB
Designed by: KM
Checked by: KM
SCALE: AS NOTED

C-4



TEMPORARY EROSION CONTROL LEGEND:

- PROP. SILT FENCE, FDOT TYPE III
- PROP. TRUCK WASH AREA
- PROP. INLET PROTECTION

BLUE HORIZON ENGINEERING
927 SW 21st Ct, Fort Lauderdale, FL 33315
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ENGINEER:
KYLE MAILLOUX, P.E.
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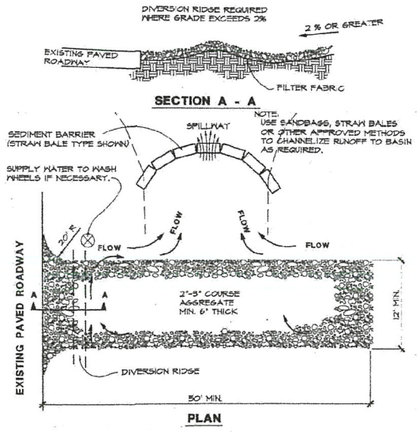
C-5

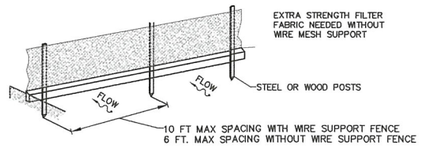
GENERAL NOTES:

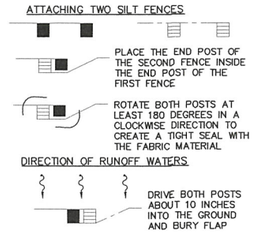
1. TEMPORARY EROSION AND TURBIDITY CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY.
2. SYNTHETIC BALES AND SILT FENCES SHALL BE INSTALLED AND MANTAINED AT ALL LOCATIONS AS INDICATED ON PLANS. SYNTHETIC BALES AND SILT FENCES SHALL REMAIN IN PLACE IN ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE, STABILIZED AND VEGETATION HAS BEEN ESTABLISHED.
3. SYNTHETIC BALES SHALL BE TRENCHED 3" TO 4" AND ANCHORED WITH 2 – 1" X 2" (OR 1" DIAM.) X 4" WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALANT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
4. ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH HAY OR STRAW TO PREVENT SILT FROM PASSING.
5. SILT FENCES SHALL BE INSTALLED AS INDICATED ON PLANS.
6. SYNTHETIC BALES AND/OR FILTER FABRIC SHALL BE INSTALLED AT ALL NEW INLETS DURING CONSTRUCTION.
7. SYNTHETIC BALES AND/OR FILTER FABRIC SHALL BE INSTALLED AT EXISTING INLETS LOCATED IN SWALE AREA
8. SILT FENCES SHALL BE PROVIDED ON EXIST INLETS LOCATED IN C&G, OR VALLEY GUTTER
9. FOR ADDITIONAL STRENGTH FILTER FABRIC MATERIAL CAN BE ATTACHED TO A 6" (MAX.) MESH WIRE SCREEN WHICH HAS BEEN FASTENED TO THE POSTS.
10. THE FABRIC MATERIAL AND THE WIRE MESH SHALL NOT EXTEND MORE THAN 36" (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
11. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND REMOVE SEDIMENT WHEN NECESSARY.
12. REMOVE SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED
13. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY

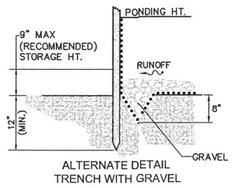


NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

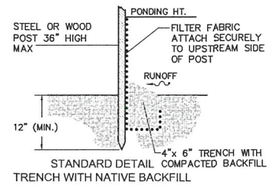
TRUCK WASH AREA DETAIL
N.T.S.







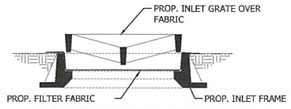
ALTERNATE DETAIL
TRENCH WITH GRAVEL



STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL

TEMPORARY EROSION AND TURBIDITY CONTROL DETAILS

N.T.S.



FILTER FABRIC DETAIL "A"

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KYLE MAILLOUX LICENSE No. 87103 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT NAME: OFFICE/WAREHOUSE BLDG

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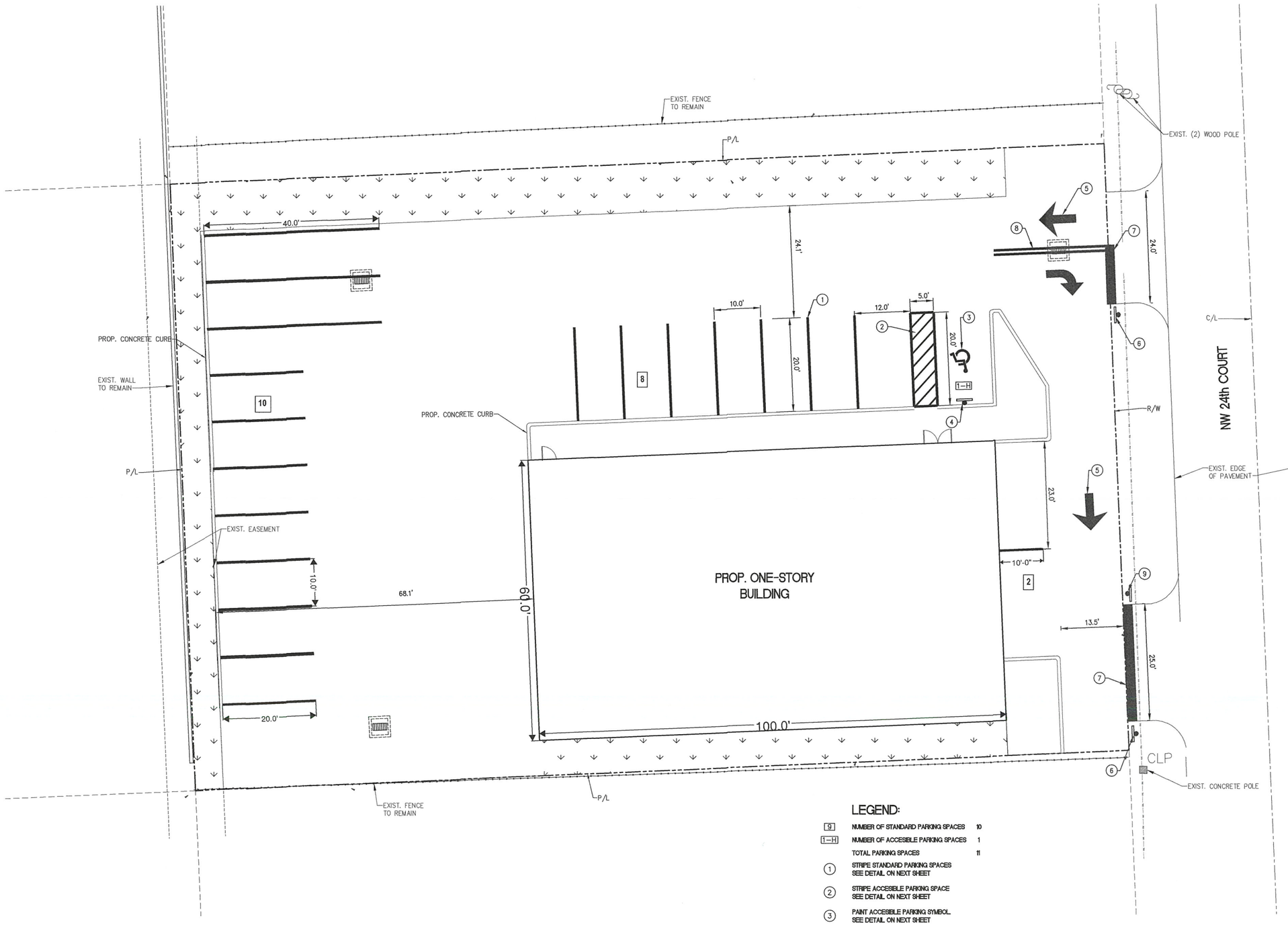
Rev	Description	Date
0	INITIAL SUBMISSION	01/05/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AB
Designed by: KM
Checked by: KM
SCALE: AS NOTED

C-6



LEGEND:

9	NUMBER OF STANDARD PARKING SPACES	10
1-H	NUMBER OF ACCESIBLE PARKING SPACES	1
	TOTAL PARKING SPACES	11
1	STRIPE STANDARD PARKING SPACES SEE DETAIL ON NEXT SHEET	
2	STRIPE ACCESIBLE PARKING SPACE SEE DETAIL ON NEXT SHEET	
3	PAINT ACCESIBLE PARKING SYMBOL. SEE DETAIL ON NEXT SHEET	
4	INSTALL ACCESIBLE PARKING SIGN (TYP.). SEE DETAIL ON NEXT SHEET	
5	THROUGH LANE USE ARROW (FDOT INDEX 711-001)	
6	INSTALL "STOP" SIGN. SEE DETAIL ON NEXT SHEET	
7	PAINT 24" WIDE WHITE STOP BAR	
8	PAINT 6" DOUBLE YELLOW (LENGTH 25 FT.)	
9	INSTALL "DO NOT ENTER" SIGN.	

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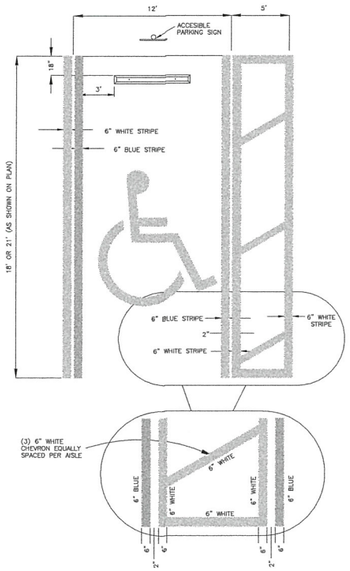
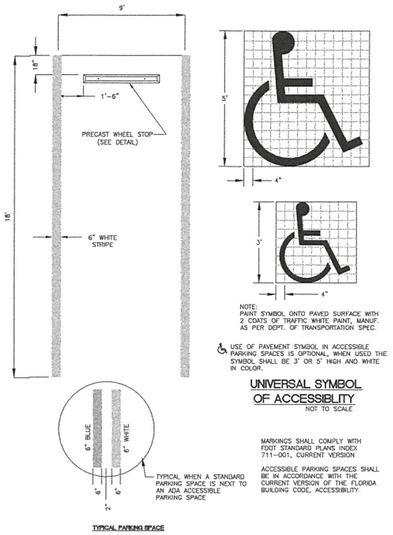
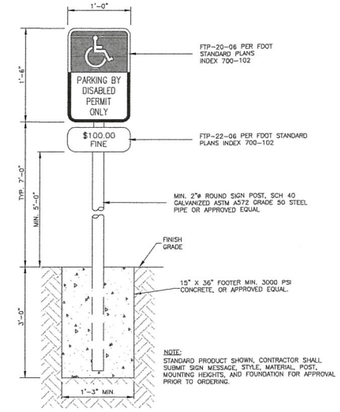
C-7



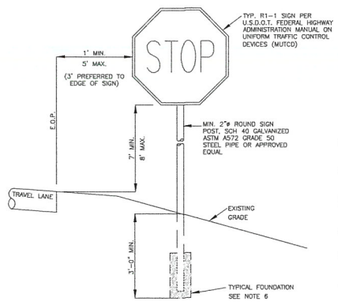
ADA ACCESSIBLE PARKING SPACE

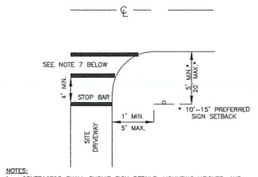


TYPICAL PARKING SPACE DETAILS
NOT TO SCALE



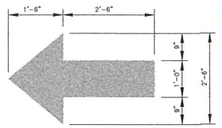
ACCESSIBLE PARKING SIGN DETAIL
NOT TO SCALE





NOTES:
1. CONTRACTOR SHALL SUBMIT SIGN DETAILS, MOUNTING HEIGHTS, AND FOUNDATION DESIGN TO THE ENGINEER FOR REVIEW, PRIOR TO ORDERING ANY SIGNS.
2. LOCATION OF STOP BAR AT OR NEAR SIGN IS PREFERRED, EXCEPT AT CROSSWALKS WHERE THE STOP BAR SHALL BE INSTALLED BEFORE SAID CROSSWALK MARKINGS WHILE THE SIGN IS AFTER. (PER PLAN)
3. STANDARD STOP BAR WIDTH IS 24".
4. CLEAR VISIBILITY AT EACH INTERSECTION IS IMPORTANT AND THE SETBACKS MAY BE VARIED BETWEEN THE MINIMUM AND THE MAXIMUM TO PROVIDE THE OPTIMUM LOCATION.
5. SIGN SHALL NOT OBSTRUCT ADJACENT TRAVEL LANE. NO SIGN SHALL BE INSTALLED WITHIN ANY EXFILTRATION TRENCH AREA.
6. EACH SIGN REQUIRES SUFFICIENT FOUNDATION TO ACHIEVE STRUCTURAL INTEGRITY. CONTRACTOR SHALL INCLUDE FOUNDATION CONSTRUCTION IN THEIR BID PRICE, SIGN FOUNDATIONS SHALL NOT BE PAID FOR SEPARATELY.
7. CROSS WALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).

TYPICAL STOP SIGN INSTALLATION DETAIL
NOT TO SCALE



NOTE: MARKING SHALL BE PAINTED TRAFFIC YELLOW (OR WHITE) WITH MIN. 15 MILS. THICK OF APPROVED LOW V.O.C. PAINT OR APPROVED EQUAL. COORDINATE WITH ARCHITECT AND OWNER ON EXACT LOCATIONS AND AESTHETICS.

TYPICAL TRAFFIC ARROW DETAIL
NOT TO SCALE

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PROJECT NAME
OFFICE/WAREHOUSE BLDG

PROJECT ADDRESS
14730 NW 24TH CT, MIAMI, FL 33147

Rev	Description	Date
0	INITIAL SUBMISSION	01/09/22

CLIENT: S.F. INVESTMENT PROPERTIES, LLC

Drawn by: AB
Designed by: KM
Checked by: KM
SCALE: AS NOTED

C-8

JANUARY, 2024

Landscape set

14730 NW 24th Ct

Industrial

14730 NW 24th Ct, Opa-locka, FL 33054

DRAWING INDEX

Sheet No.	Sheet Title
L-101	LANDSCAPE PLAN
L-102	LANDSCAPE DETAILS AND NOTES
L-103	PLANT MATERIAL

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

PARAMETRIKA
Land & Design

14730 NW 24th Ct
14730 NW 24th Ct
Opa-locka, FL 33054

SHEET TILE
Cover sheet

ISSUE DATE
01/16/2024

REVISION
Jan 2024

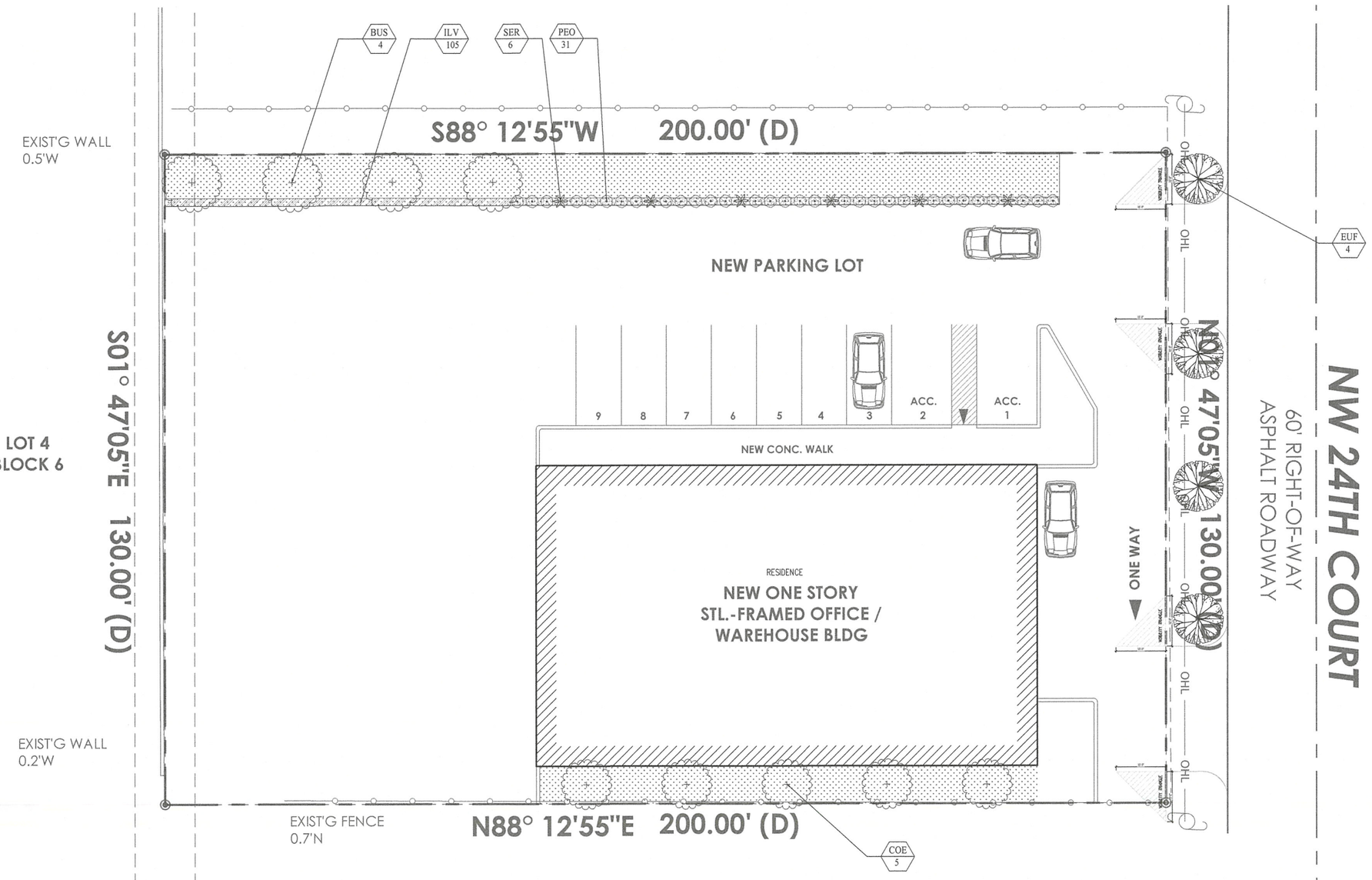
DESIGN
GA

DRAWN
TY

SCALE
N/A

SEAL
REGISTERED LANDSCAPE ARCHITECT
THERESA WYMER
LA6667363
STATE OF FLORIDA
1-31-24
THERESA WYMER
LA6667363

SHEET NUMBER



PLANT LIST

Qty.	Label	Botanical Name	Common name	Size	Native	Drought tolerance	Specifications
			TREES				
4	BUS	Bursera simaruba	Gumbo Limbo	14'	YES	Tolerant	Florida #1 or betrer
5	COE	Conocarpus erectus	Green buttonwood	12'	YES	Tolerant	Florida #1 or betrer
4	EUF	Eugenia foetida	Spanish Stopper	10'	YES	Tolerant	Florida #1 or betrer
			SHRUBS				
105	ILV	Ilex vomitoria	Yaupon Holly	3 gal	YES	Tolerant	Florida #1 or betrer
31	PEO	Pennisetum orientale	White fountain grass	3 gal	NO	Tolerant	Florida #1 or betrer
6	SER	Serenoa repens	Saw Palmetto	3'	YES	Tolerant	Florida #1 or betrer

0' 5' 10' 20' 30'
GRAPHIC SCALE

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

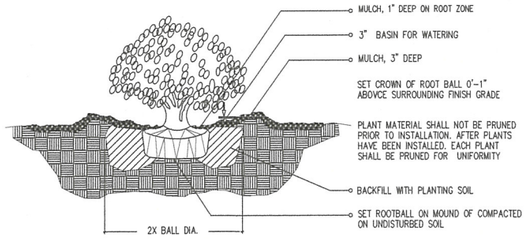
PARAMETRIKA
Land & Design

14730 NW 24th Ct
14730 NW 24th Ct
Opa-locka, FL 33054

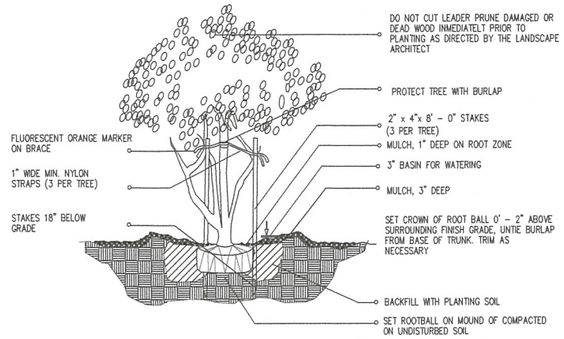
SHEET TILE: Landscape Plan
ISSUE DATE: 01/16/2024
REVISION: Jan 2024
DESIGN: GA
DRAWN: TY
SCALE: 3/32" = 1'-0"

REGISTERED LANDSCAPE ARCHITECT
THERESA WYMER
LA6667363
STATE OF FLORIDA
SEAL: LA6667363
1-31-24

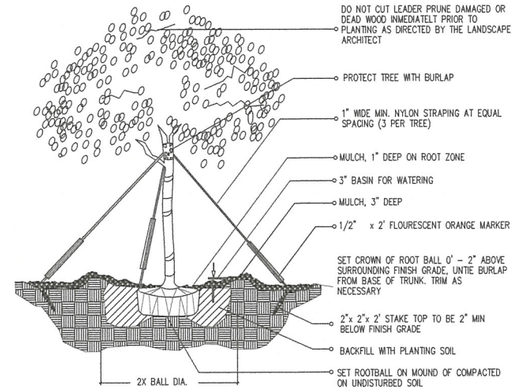
SHEET NUMBER
L-101



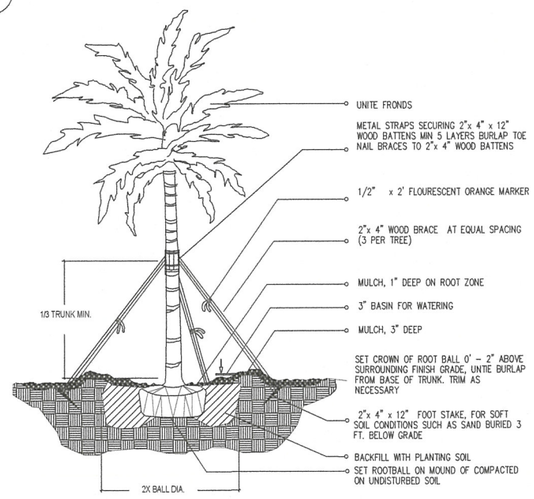
I-1 SHRUB / PLANTING DETAIL



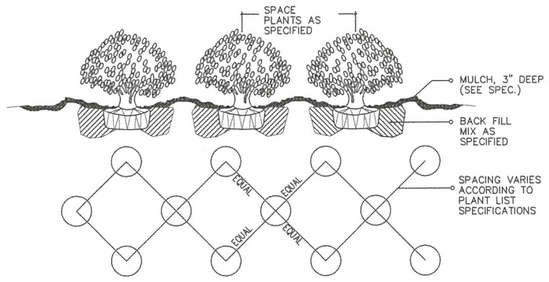
I-2 MULTI-TRUNK AND SMALL TREE (2' cal. and under) / PLANTING DETAIL



I-3 (2" cal. and over) LARGE TREE / PLANTING DETAIL



I-4 LARGE PALM / PLANTING DETAIL



I-6 SHRUB / GROUNDCOVER SPACING PLANTING DETAIL

LANDSCAPE NOTES

1. Non Cypress variety mulch shall extend under all trees, shrubs and ground cover beds to the closest hard edge or sod border, in a minimum of 3" depth.
2. All plants shall meet the minimum standard of Florida No. 1 or better as specified in Grade and Standards for Nursery Plants as published by the Division of Plant Industry, Florida Department of Agriculture, latest edition.
3. All shrubs to be planted a minimum of 24", and ground covers a minimum of 12" from the edge of walks, building walls, pond's edge, etc... Ixora Nora Grant
and Raphiolepsid indica to be planted 36" form edge of walkways.
4. All tees and palms over 8' in height shall be braced to prevent lateral movement for a period of six months from the date of planting. Either wood braces as
shown in the planting detail, or the wire and turnbuckle method shall be used. No nails, screws, metal straps or wires are to be used directly against the trees or palms trunks.
5. All palms except for species such as Cocos, Accelenraphe, Raphis, and other multitrunk palms, shall have straight trunks, free of scars, decay or anu damage
caused by digging, transport or planting handling of the same.
6. All work by the Landscape Contractor shall be performed in a professional and sound manner in accordance with established standards of landscape installation practices and workmanship.
7. Landscape Contractor is responsible for verifying plant quantities prior to bidding. Quantities shown in the plans may vary due to actual site scale, job conditions, etc... Landscape Architect assumes no responsibility for the actual plant count necessary for the sucessful completion of the work.
8. Landscape Contractor and his subcontractors shall be licensed and insured as required by the municipality, county, state or any toher governmental agency requiring a license or insurance in order for the Landscape Contractor to perform his work.
9. All work shall comform to Miami-Dade County's landscape ordinance Chapter 18-A. ordinance
98-13, and any other municipal landscape ordinance in effect at the projects location, including streets-tree.
10. Landscape Contractor is required to procure and obtain any necesary permits aplicable for the sucesful completion of this project, if applicable.
11. Landscape material shall not be allowed to grow in such a manner as to impede streetfront triangle of visibility to property owner or neighboors, so as to materially impede vision between a height of 3
feet and 8 feet.
12. Landscape Contractor shall call Sunshine State One Call Center of Florida at 1-800-432-4770 (Toll Free) 48 hours before digging.
13. Landscape Contractor is responsible for inspectinh the site and philically observing all the site conditions prok to entering into Agreements or Contract with Owner. Landscape Contractor shall coordinate his work with the General Contractor of Construction Manager in such a manner as to allowed for a speedy and orderly completion of all work on the site.
14. Any excess soil, landscape materials and debris from the landscape Contractor's work shall be removed from the site immediately upon completion of his work.
15. Landscape Contractor shall coordinate the proposed planting in the Planting Plan with the work requierd in recolacting and removal of trees in sheet L-1 (Existing Trees).
16. One year warranty

LANDSCAPE LEGEND

Zoning District: S — Net Lot Area: 26,000 SQ FT (0.60 Acre)

	REQUIRED	PROVIDED
OPEN SPACE		
A. Square feet of open space required by Chapter 33, as indicated on site plan:		
Net Lot Area: 26,000 SF x 10% = SF		
C.Total square feet of landscaped open space required by Chapter 33 = A+B	2,600	20,000
LAWN AREA CALCULATION		
A. Total square feet of landscaped open space required by Chapter 33 =		
OPEN SPACE		
B. Square feet of parking lot open space required by Chapter 18A, as indicated on site plan:		
The number of parking spaces x___square feet per parking space =	n/a	n/a
B. Maxinum lawn area (St. Augustine sod) permitted = 50 % square feet of 26,000 SF=	13,000 SF	2,433 SF
TREES		
A. The number of trees required per net lot acre	9	
less the existing number of trees that meet minimum requirements (minus)	0	
	9	9
B. 30% palm trees allowed (two palms = one tree) Palms provided =	3	0
C. Percentage of native trees required = the number of trees provided x 30% =	3	9
D. Street trees (max. average spacing of 35' o.c.): 130' linear feet along street /35' o.c. =	4	4
Palms as street trees (max. average spacing 25' o.c.): ____ linear feet along street /25'=	N/A	N/A
E. Street trees located directly beneath power lines (max. average spacing of 25' o.c.):		
00' ____ ' linear feet along street /25 =	N/A	N/A
F. Total number of trees provided =	13	13
SHRUBS		
A. The total number of trees required x 10 = the number of shrubs required	90	142
B. The number of shrubs required X 30 % = the number of native shrubs required	43	111
IRRIGATION PLAN		
Required by Chapter 33. Auto Irrigation__or hose bib_X_ provided.		

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

PARAMETRIKA Land & Design

14730 NW 24th Ct
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Opa-locka, FL 33054

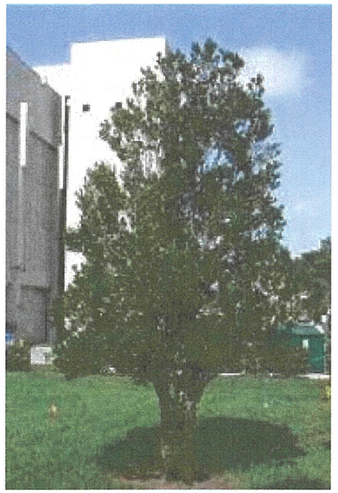
SHEET TILE: Landscape details and notes
ISSUE DATE: 01/16/2024
REVISION: Jan 2024
DESIGN: GA
DRAWN: TY
SCALE: N/A
SEAL: LA6667363 — 1-31-24 — THERESA WYMER LA6667363
SHEET NUMBER: L-102



Bursera simaruba



Conocarpus erectus



Eugenia foetida



Ilex vomitoria



Pennisetum orientale



Serenoa repens

PARAMETRIKA LAND & DESIGN
Gabriela Albornoz
Theresa Wymer LA6667363

PARAMETRIKA
Land & Design

14730 NW 24th Ct
14730 NW 24th Ct
Opa-locka, FL 33054

SHEET TILE
Plant material

ISSUE DATE
01/16/2024

REVISION
Jan 2024

DESIGN
GA

DRAWN
TY

SCALE
- N/A

SEAL
LA6667363
REGISTERED LANDSCAPE ARCHITECT
THERESA WYMER
STATE OF FLORIDA
1-31-24

SHEET NUMBER
L-103

Sponsored by: City Manager

ORDINANCE 24-XXXXX

AN ORDNANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted House Bill 45 which took effect on October 1, 2011 and preempts the whole field of regulation of firearms and ammunition, including purchase, sale, transfer, taxation, manufacture, ownership, possession, storage and transportation to the State; and

WHEREAS, the City of Opa-Locka must comply with the requirements of House Bill 45; and

WHEREAS, the City of Opa-Locka recognizes the importance of responsible firearm use, training, and recreational shooting activities; and

WHEREAS, the City aims to balance the rights of gun enthusiasts with the safety and well-being of residents as permitted under F.S. 790.25 (3) and F.S. 790.33; and

WHEREAS, the City of Opa-Locka ("City") recognizes the importance of permitting certain uses to be located within the City by amending the Land Development Regulations; and

WHEREAS, the City has determined that an indoor shooting range should be allowed in the Liberal Industrial (I-3) Zoning District as a Conditional Use, defined as a use not permitted by right but which may provide for an individual or community-serving need and which, subject to conditions, would not impact the integrity of the zoning district; and

WHEREAS, in accordance with the Land Development Regulations, Section 22-60, a Conditional Use request may be approved by the City Commission after recommendation from the Planning & Zoning Appeals Board after application submittal, review of the site plan and compliance with the approval criteria provided in this section of the Land Development Regulations; and

WHEREAS, the establishment of an indoor shooting range can contribute positively to the community by promoting safety, education, and sportsmanship; and

Incorporated are the following requirements: (Amendment to Ordinance 15-31)

ARTICLE V, Section 22-142 Indoor Shooting Range/Gun Club

A. **Purpose and Intent:**
   1. The purpose of this Ordinance is to permit the establishment and operation of a shooting range within the City of Opa-locka.
   2. The intent is to create a safe and controlled environment for firearm enthusiasts, law enforcement personnel, and responsible citizens.

B. **Zoning and Land Use:**
   1. The proposed new shooting range use is defined as follows: "'Shooting Range' includes a controlled indoor facility for the recreational or educational discharge of firearms in a range-like setting by private members, law enforcement personnel, or the general public, consistent with all applicable state and federal laws. A Shooting Range may also include a private club component and other ancillary uses including but not limited to retail sales, common social areas, classrooms, conference areas, and multi-configurable training spaces. A Shooting Range may include a Gun Shop."
   2. The proposed shooting range shall comply with all applicable zoning regulations.
   3. The location must be compatible with the surrounding land uses and minimize any adverse impact on neighboring properties.
   4. The City is amending the Land Development Regulations to designate the I-3 Liberal Industrial District as a suitable zoning district where such facilities are allowed as a conditional use and permitted after application submission and site plan review as provided in Ordinance 15-31, Section 22-60.

C. **Site Plan:**
   1. The site plan and structure shall incorporate, at minimum, the standards for indoor shooting range construction in accordance with the Florida Building Code prior to issuance of a certificate of occupancy by the City's Building Official.
   2. The Indoor shooting range shall be adequately air conditioned.
   3. Shooting ranges shall not be allowed as accessory uses to gun stores unless shooting ranges are allowed in that district.
   4. Parking for shooting range customers shall be provided on-site. The parking standards for shooting ranges shall be one (1) parking space per shooting lane, plus the requirements for retail use applied to the portions of the operation not dedicated to the shooting lanes.

5. The Shooting Range will be subject to applicable license and certificate of use fees which will be listed in the City Code of Ordinance. (pending review)

D. **Location and Distance:**
   1. Indoor shooting range shall be located in a completely enclosed building and be at least one-hundred and fifty (150) feet from any adjoining residential district boundary line or another indoor or outdoor shooting range.
   2. The location and distance requirements shall not apply to government owned and operated shooting ranges, restricted to use by law enforcement officers.
   3. The applicant shall demonstrate that the location and operation of the shooting range will not pose a threat to the health and safety of the citizens in the surrounding area.

E. **Safety Measures:**
   1. The shooting range shall adhere to strict safety protocols.
   2. Adequate safety barriers, backstops, and noise mitigation measures must be in place.
   3. Regular safety inspections and training programs shall be conducted (by the Building & License Department and other State and Federal required review agencies).
   4. The facility shall be adequately soundproofed so that no noise from such range activity shall emanate outside the building in which it is located.
   5. No weapon or firearm shall be permitted upon indoor range premises or discharged upon the range which weapon or firearm does not comply with the Florida Weapons Law, F. S. 790, and the Federal Gun Control Act of 1968. Non-compliance with this section shall be grounds for revocation of the permit for such shooting range.

F. **Environmental Considerations:**
   1. The facility shall comply with all environmental regulations, including proper waste disposal and lead management.
   2. Any potential environmental impact shall be assessed and mitigated.

G. **Hours of Operation:**
   1. The shooting range shall operate during reasonable hours to minimize disturbance to nearby residents.
   2. Operating hours for other uses within the facility may vary based on security needs.

H. **Security and Storage:**
   1. The facility shall have secure storage facilities for firearms and ammunition.
   2. Access to the facility shall be restricted to authorized personnel only.

I. **Community Engagement:**

1. The facility shall actively engage with the community through educational programs, safety seminars, and outreach initiatives.
2. Collaboration with local law enforcement agencies is encouraged and required.

J. **Reporting and Compliance:**
1. The facility shall submit regular reports on safety, environmental compliance, and community engagement.
2. Non-compliance may result in permit revocation.

K. **Nuisance:**
1. Shooting ranges shall not create a nuisance, including, but not limited to, high noise levels, pollution nor other detrimental effects on the environment.

L. **Effective Date:**

1. This Ordinance shall take effect immediately upon adoption.

WHEREAS, existing state statutes provide guidance on the regulation of shooting ranges and their environmental impact.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by reference.

SECTION 2. Approval/ Denial of Amendment Request. The City Commission of the City of Opa-locka hereby approves / denies the adoption of an amendment to the City of Opa-locka Land Development Regulations, Ordinance 15-31, to create a new definition for "Shooting Range" and permit Shooting Range as a permitted use in the I-3 zoning district in accordance with the attached Exhibit A.

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

SECTION 4.CONFLICT AND REPEALER
Any provision of any City of Opa-locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION
The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY
If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED First Reading on this _____ day of _____ 2024.

PASSED AND ADOPTED on Second Reading this _____ day of _____, 2024.

_____
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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

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:	June 12, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
					X		
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **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:** Planning & Community Development		City Manager		

Short Title:

AN ORDNANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A AN EFFECTIVE DATE.

Staff Summary:

The City Land Development Regulations permit gun shops in I-1, Light Industrial and I-3, Liberal Industrial zoning districts. City Staff has reviewed Florida House Bill 45 and agrees with the firearm regulations. City Staff agrees that it is important to balance the rights of gun enthusiasts with the safety and well-being of residents as provided by F.S. 790 (3) and F.S. 790.33. City Land Development Regulations does not identify any area in the City of Opa-locka that permits indoor shooting ranges, however City Staff recognizes the importance of permitting certain uses within the city by amending the Land Development Regulations. The City has determined that an indoor shooting range should be permitted in the I-3 zoning district after

conditional use review. A Conditional Use is a use that is not permitted by right but is a use subject to conditions would not impact the zoning district. The Land Development Regulations Amendment, Article V, Sec. 22-142 will include regulations for zoning & land use; site plan review; location and distance; safety measures; environmental; security and storage; hours of operation; community engagement; and reporting and compliance.

Financial Impact With the construction of new commercial property the City will realize additional future revenue for Ad Valorem Taxes, Stormwater Assessment, Hydrant Assessment, Permit Fees, Impact Fees, and License fees. In addition, the City will be providing the Utility services to the property. There are no known expenses associated with this resolution at this time.

Proposed Action:

Planning and Community Development staff recommends approval of this Land Development Regulation Amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-
Zoning Matrix-Industrial Development Standards – Indoor Shooting Range-Armory Amendment
PZAB Meeting Minutes-May 7, 2024
Florida House Bill 45 – 10-1-2011
F.S. 790.25(3) & F.S. 790.33

A bill to be entitled

An act relating to the regulation of firearms and ammunition; amending s. 790.33, F.S.; clarifying and reorganizing provisions that preempt to the state the entire field of regulation of firearms; prohibiting the knowing and willful violation of the Legislature's occupation of the whole field of regulation of firearms and ammunition by the enactment or causation of enforcement of any local ordinance or administrative rule or regulation; providing additional intent of the section; eliminating provisions authorizing counties to adopt an ordinance requiring a waiting period between the purchase and delivery of a handgun; providing injunctive relief from the enforcement of an invalid ordinance, regulation, or rule; providing a civil penalty for knowing and willful violation of prohibitions; providing that public funds may not be used to defend or reimburse the unlawful conduct of any person charged with a knowing and willful violation of the act; providing for termination of employment or contract or removal from office of a person acting in an official capacity who knowingly and willfully violates any provision of the act; providing for declaratory and injunctive relief for specified persons or organizations; providing for specified damages and interest; providing exceptions to prohibitions of the section; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 790.33, Florida Statutes, is amended to read:

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void. ~~This subsection shall not affect zoning ordinances which encompass firearms businesses along with other businesses. Zoning ordinances which are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited.~~

~~(2) LIMITED EXCEPTION; COUNTY WAITING-PERIOD ORDINANCES.—~~

~~(a) Any county may have the option to adopt a waiting-period ordinance requiring a waiting period of up to, but not to exceed, 3 working days between the purchase and delivery of a handgun. For purposes of this subsection, "purchase" means payment of deposit, payment in full, or notification of intent~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~to purchase. Adoption of a waiting-period ordinance, by any county, shall require a majority vote of the county commission on votes on waiting-period ordinances. This exception is limited solely to individual counties and is limited to the provisions and restrictions contained in this subsection.~~

~~(b) Ordinances authorized by this subsection shall apply to all sales of handguns to individuals by a retail establishment except those sales to individuals exempted in this subsection. For purposes of this subsection, "retail establishment" means a gun shop, sporting goods store, pawn shop, hardware store, department store, discount store, bait or tackle shop, or any other store or shop that offers handguns for walk-in retail sale but does not include gun collectors shows or exhibits, or gun shows.~~

~~(c) Ordinances authorized by this subsection shall not require any reporting or notification to any source outside the retail establishment, but records of handgun sales must be available for inspection, during normal business hours, by any law enforcement agency as defined in s. 934.02.~~

~~(d) The following shall be exempt from any waiting period:~~

~~1. Individuals who are licensed to carry concealed firearms under the provisions of s. 790.06 or who are licensed to carry concealed firearms under any other provision of state law and who show a valid license;~~

~~2. Individuals who already lawfully own another firearm and who show a sales receipt for another firearm; who are known to own another firearm through a prior purchase from the retail establishment; or who have another firearm for trade-in;~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~3. A law enforcement or correctional officer as defined in s. 943.10;~~

~~4. A law enforcement agency as defined in s. 934.02;~~

~~5. Sales or transactions between dealers or between distributors or between dealers and distributors who have current federal firearms licenses; or~~

~~6. Any individual who has been threatened or whose family has been threatened with death or bodily injury, provided the individual may lawfully possess a firearm and provided such threat has been duly reported to local law enforcement.~~

(2)~~(3)~~ POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination

of employment or contract or removal from office by the Governor.

(f) A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

1. Reasonable attorney's fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

2. The actual damages incurred, but not more than $100,000.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or

firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5)~~(b)~~ SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section ~~shall be known and~~ may be cited as the "Joe Carlucci Uniform Firearms Act."

Section 2. This act shall take effect October 1, 2011.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

F.S. 790.25(3)

(3) CONSTRUCTION.—This act shall be liberally construed to carry out the declaration of policy herein and in favor of the constitutional right to keep and bear arms for lawful purposes. This act is supplemental and additional to existing rights to bear arms now guaranteed by law and decisions of the courts of Florida, and nothing herein shall impair or diminish any of such rights. This act shall supersede any law, ordinance, or regulation in conflict herewith.

F.S. 790.33

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void.

(2) POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense

that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination of employment or contract or removal from office by the Governor.

(f)1. A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy, whether written or unwritten, promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

a. Reasonable attorney fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

b. The actual damages incurred, but not more than $100,000.

2. If after the filing of a complaint a defendant voluntarily changes the ordinance, regulation, measure, directive, rule, enactment, order, or policy, written or unwritten, promulgated or caused to be enforced in violation of this section, with or without court action, the plaintiff is considered a prevailing plaintiff for purposes of this section.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5) SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section may be cited as the "Joe Carlucci Uniform Firearms Act."

DEVELOPMENT CITY OF OPA-LOCKA'S

ZONING MATRIX & DEVELOPMENT STANDARDS

I-1 LIGHT INDUSTRIAL

I-2 MEDIUM INDUSTRIAL

I-3 LIBERAL/PLANNED INDUSTRIAL

I-4 HEAVY INDUSTRIAL AND SALVAGE

Vehicle service/minor			P	P
Vending machines, video arcade games	A	A	A	A
Veterinary clinic		SE	P	P
Watchman, manager or caretakers quarters – permanent, temporary	A	A	A	A
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to			

	residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	
Cement and clay products		SE		P
Commercial recyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE sales only		SE	
Gun/Shooting Range (Indoor)			CU	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		

Industrial and office flex space	P		P	
Live/work spaces	SE			
Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P

Saw mills		P		P
Scrap metal yards				P
Shipping Container Architecture Retail and/or Office (stacking no more than three)	SE	SE	SE	SE
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	P
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec. 22-92. I-1 Light Industrial District

The Light Industrial District provides for intensive commercial developments, light industrial, and industrial and office flex space at appropriate locations.

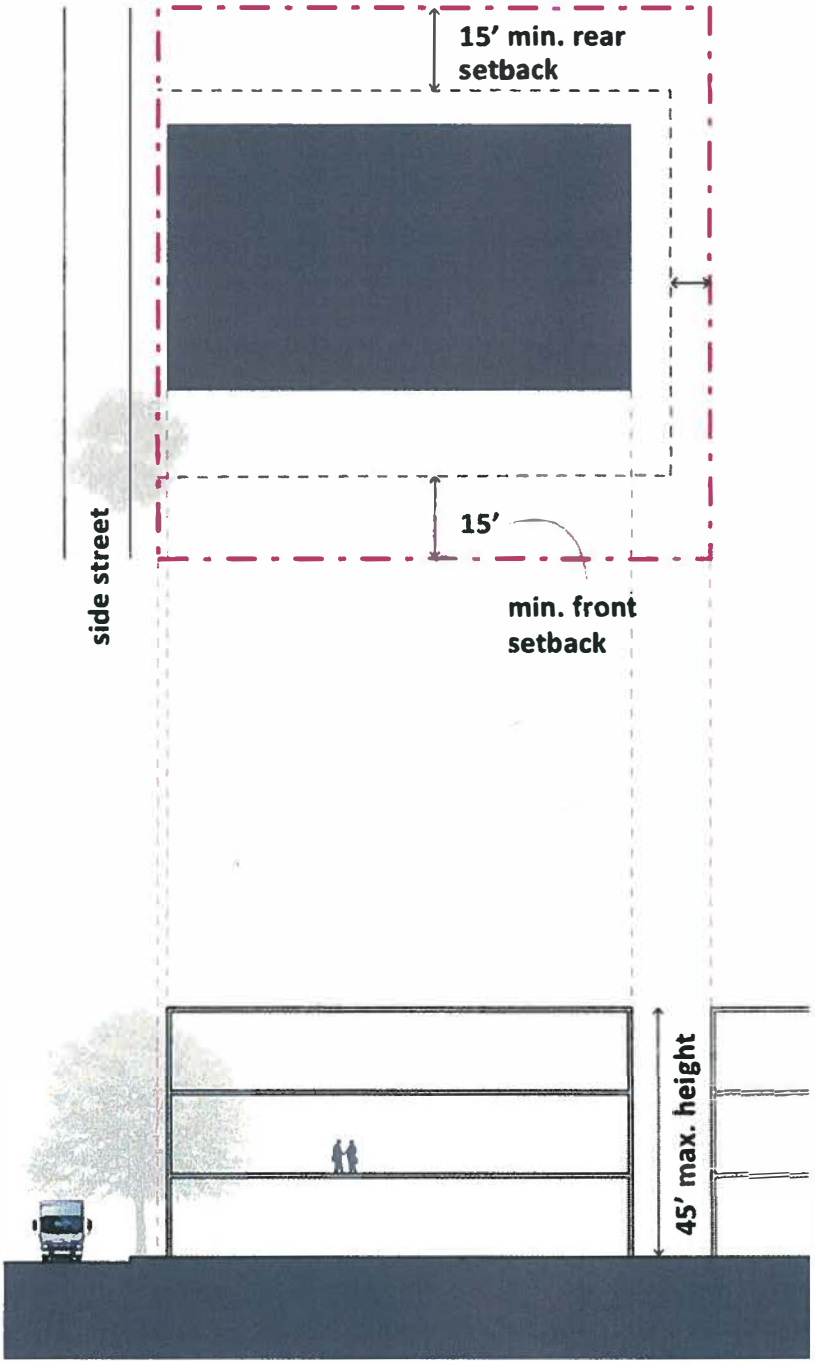
Table of Standards

Standard	I-1
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f. For new industrial office flex space, a minimum project size of two acres.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer.
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-1 Light Industrial District



Sec. 22-95. I-2 Industrial Planned District

The Industrial Planned District is intended to provide for light industrial uses in a well-planned area.

Table of Standards

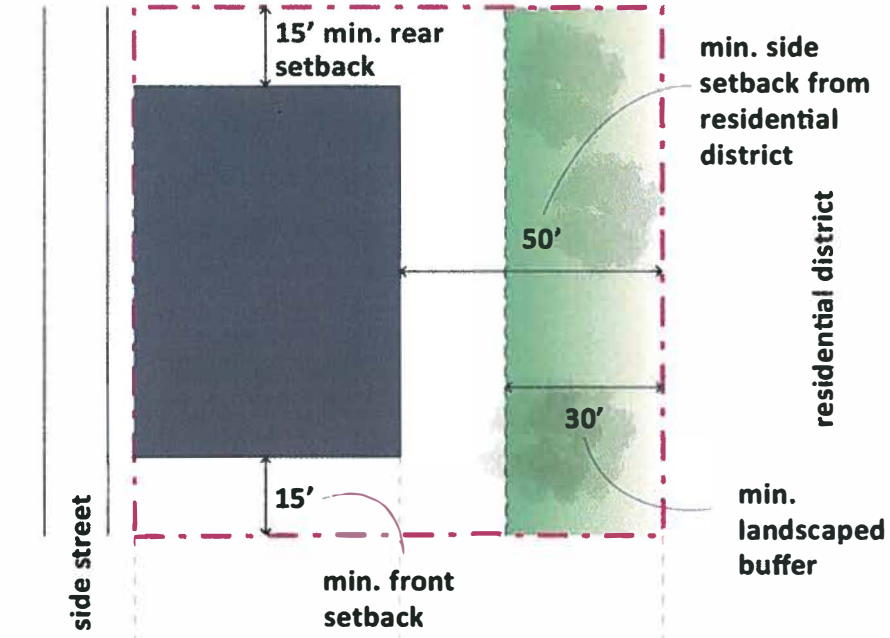
Standard	I-2
Intensity	1.0 Floor Area Ratio
Minimum Site Area	A minimum project size of two acres, which can be subdivided and sold/leased in lot sizes not less than 20,000 s.f.
Setbacks	Front and rear - 25 feet Side, street – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Maximum Impervious Area	75 percent
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area. An additional 3% of impervious area coverage may be permitted for excellence in building design and landscaping beyond what is permitted in the Land Development Regulations. Excellence in measured by the applicant's quantitative and qualitative use of landscape and design elements such as

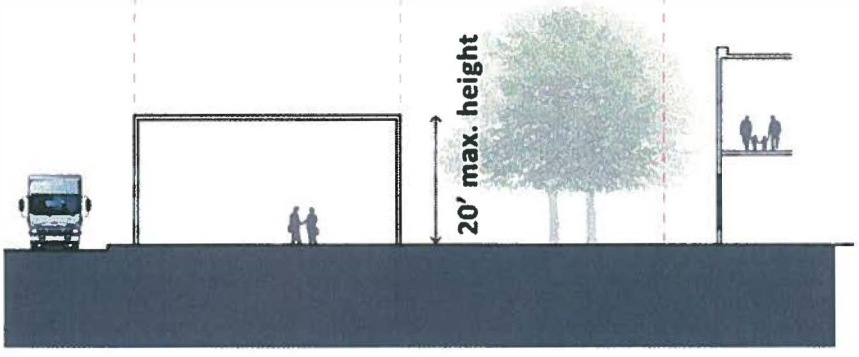
	vegetation, berms, graphic identification features, grounds, artwork, site illumination and sidewalks.

1.0
Per 2,500 sq ft
Parking Spaces
Required +

1 per 400 sq ft
of Office

I-2 Liberal Industrial District





Sec. 22-93. I-3 Liberal Industrial District

The Liberal Industrial District provides for more intensive industrial operations at appropriate locations.

A. Prohibited uses

1. Animal slaughterhouse or abbatoir
2. Arsenal
3. Asphalt manufacturing or refining
4. Asphalt paving plant
5. Asphalt storage, liquid or solid
6. Corrosive acid manufacture
7. Bag cleaning
8. Bone distillation
9. Blast furnace
10. Boiler works
11. Bulk storage of petroleum and petroleum products
12. Butane and propane manufacture and storage
13. Canning or compressing
14. Cement, lime, gypsum or Plaster of Paris manufacture or grinding
15. Concrete batching or transit mix plant
16. Cotton baling or compressing
17. Cotton gin or cotton oil mill
18. Creosote manufacture or treatment
19. Coke oven
20. Distillation of coal tar, petroleum, refuse, grain or wood
21. Drilling, production or refining of petroleum or inflammable liquids
22. Drop forge plant
23. Electric power plant
24. Enameling plant
25. Extraction of animal or fish fats and oils
26. Fat rendering

27. Fertilizer manufacture, except cold compounding of non-odorous materials
28. Flour mill
29. Food grinding or processing
30. Foundry
31. Galvanizing plant
32. Gas holder
33. Gunpowder, fireworks or other explosives, manufacture or storage except as incidental to a permitted use
34. Garbage, offal, dead animal refuse, rancid fats, incineration, reduction or storage
35. Glue or gelatin manufacture, where the processes used include the refining or recovery of products from fish, animal refuse or offal
36. Grain elevator and storage
37. Grain mill
38. Hair factory
39. House wrecking yards, used building material yards
40. Livestock auction sales
41. Metal stamping and pressing
42. Oil compounding or barreling
43. Oil reclamation plant
44. Oil well equipment, storage, supplies
45. Paper and pulp mills
46. Paving plant
47. Potash works
48. Pyroxlin and pyroxlin product manufacture
49. Quarry or stone mill
50. Railroad roundhouse
51. Radium extraction
52. Rubber manufacture from raw materials
53. Salvage store and yard
54. Sandblasting

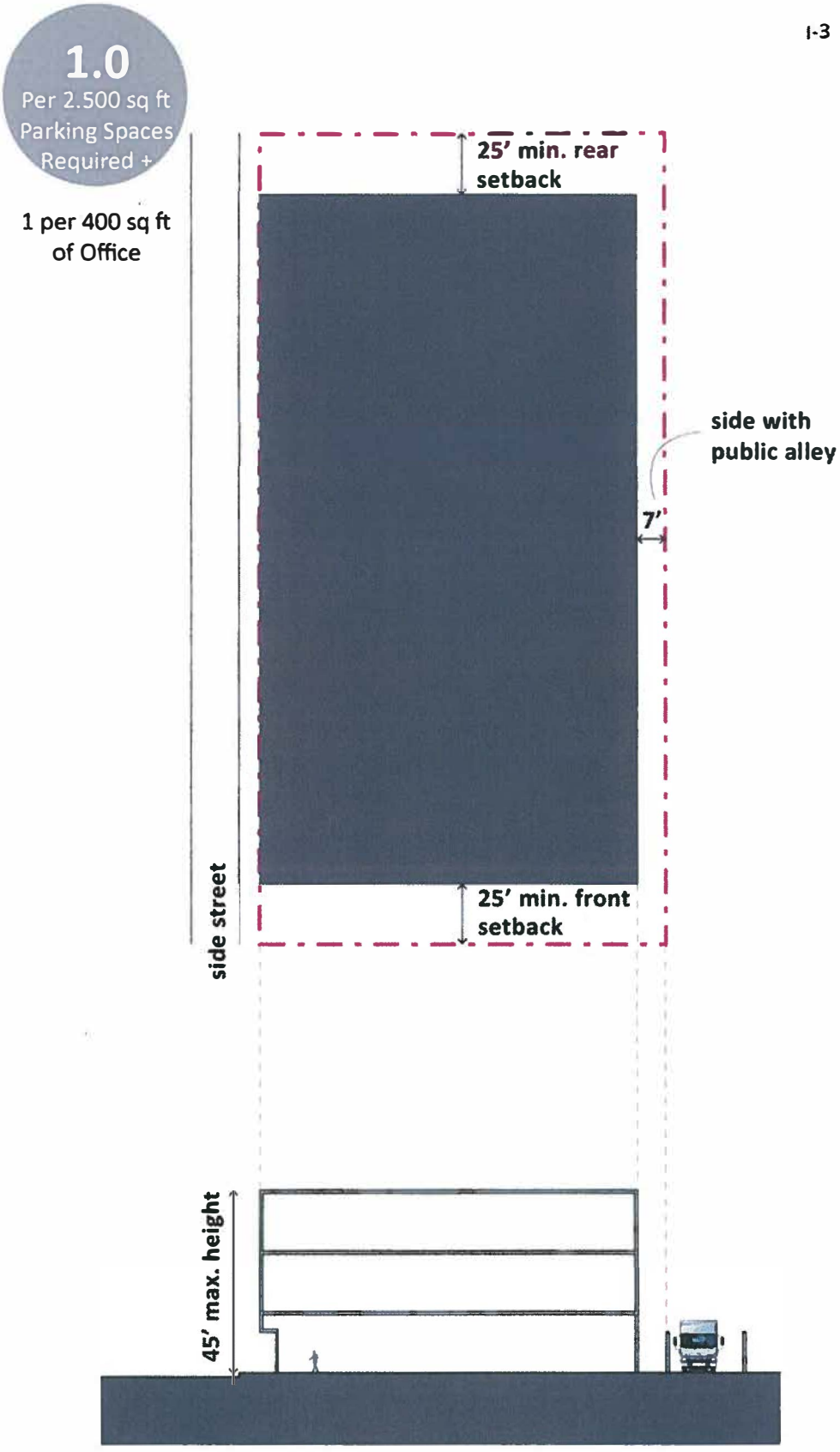
55. Septic tank service
56. Sewage disposal plants
57. Shipbuilding or shipyard
58. Slag crushing or dump
59. Stone cutting, monument works
60. Storage of poisonous gases and insecticides
61. Smelting or refining of metals or ores
62. Steel manufacture
63. Stockyards or feeding pens
64. Sugar refining
65. Tire or rubber products manufacture
66. Vegetable oil manufacture, refining, storage
67. Wool pulling or scouring
68. Yeast plant

Table of Standards

Standard	I-3
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f.
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	3 stories or 45 feet, whichever is less
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a

	15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

I-3 Industrial Planned District



Sec. 22-94. I-4 Liberal Industrial District, Storage and Salvage

This Industrial District provides for the below stated uses at appropriate locations.

1. Table of Standards

Standard	I-4
Intensity	.75 Floor Area Ratio
Minimum Site Area	One acre
Setbacks	Front – 15 feet Side with a public alley - 7 feet Side – 0 feet Rear – 15 feet 50 feet from any residential district, with at least a 30 foot landscaped buffer
Maximum Height	1 story or 20 feet, whichever is less The maximum stacked height of automobiles or automobile parts shall not exceed fifteen (15) feet, and bust be enclosed by a wall which is at least as high as the stacked automobiles; in no event shall automobiles or automobile parts, as stored, piled or placed, exceed the requirements herein. All material, supplies, automobiles, automobile parts, or other items shall be secured behind a wall and shall not be visible from off the property when viewed three hundred (300) feet horizontally from all directions.

DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MAY 7, 2024, 7:00 P.M.

CALL TO ORDER

Board Member Audrey Dominguez called the Planning and Zoning Board meeting to order at 7:40 p.m. on May 7, 2024.

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.

1. ROLL CALL

The following members of the Planning and Zoning Board were present: Board Member Germane Barnes, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Chair Elio Guerrero and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Pettis, and City Manager Darvin Williams.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – March 19, 2024**

Motion made by Board Member Mata, seconded by Board Member Barnes, to approve the meeting from March 19, 2024. In a roll call vote, the **motion** passed unanimously (4-0).

5. PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND**

DEVELOPMENT REGULATION ORDINANCE 15-31, ARTICLE V, SECTION 22-142, TO CREATE A NEW DEFINITION FOR INDOOR SHOOTING RANGES AND PERMIT INDOOR SHOOTING RANGES IN THE I-3 ZONING DISTRICT AS A CONDITIONAL USE AND PROVIDE GENERAL REQUIREMENTS FOR ZONING, LOCATION AND DISTANCE, SITE PLAN, LICENSURE AND NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Kenneth Ottley, Chief of Police for Opa-locka, introduced Lieutenant Commander Kaj Larsen, who serves the southern region of the Florida State Guard. This unit was commissioned in 2024 as a stand-alone component of the National Guard, and its special operations company supports law enforcement missions in Florida using combat experience. He is one of the founders of the proposed project, which is known as the Armory.

Lt. Comm. Larsen advised that there are currently no nearby training facilities to help veterans and law enforcement with some types of training. A facility such as the Armory would help the Guard more effectively assist law enforcement. It also helps the Florida State Guard amplify some of their philanthropic efforts in the local community.

The Armory would serve as the headquarters of the Southern Division of the Special Missions Unit of the Guard, as well as providing a home for the Guard's other community causes. He concluded that tonight's Application is the first step toward changing policy language and allowing the Armory project to move forward.

Wes Hevia, representing the Armory, showed slides of what the project will entail, which includes an advanced shooting range, advanced simulators, locker rooms, virtual trainers, and tactical rooms which allow for a range of training scenarios. The purpose of today's Application is to create a use within Code. The Armory will come back at a later time with a site-specific application including a floor plan and providing more details on the controls within the proposed facility.

It was asked whether the facility would be open to the public or restricted to law enforcement. Chief Ottley replied that the project will be a members-only multi-use law enforcement facility.

Planning and Community Development Director Gregory Gay advised that this Item specifically addresses legislation that would allow the requested use. The use is not currently allowed within City Code.

Zoning Official Gerald Lee stated that the City's current land development regulations currently do not allow this type of operation within Opa-locka. If Code is amended to

permit shooting ranges and armories, the best location for that use would be within the I-3 zoning district. The proposed legislation is consistent with Florida Senate Bill (SB) 45, as well as certain other areas of Florida Statutes which address gun regulations and safety.

The proposed amendment would be included in City Zoning Code Section 22-142. Zoning Official Lee noted that an entire section of the Ordinance, which is included in the Board members' backup materials, would be added to Zoning Code. It would provide for distance requirements from other uses, as well as requirements for sound absorption, protections, parking, environmental considerations, and land use.

Once the Ordinance is passed, any entity wishing to establish the proposed use would have to go through conditional use review. This means they would have to come back before the Planning and Zoning Board (PZB) to request approval, based on the standards provided at today's meeting. Staff recommends approval of the Application.

A question was asked regarding current zoning. Zoning Official Lee replied that Staff has recommended allowing the proposed use in the I-3 zoning district. Director Gay further clarified that the I-3 zoning district is located in the western portion of the City, near the airport.

Board Attorney Pam Pettis noted corrections which will need to be made to the proposed Ordinance before it advances to the City Commission, and any motions of approval should be made with the corrections as stated:

- Typographical errors in the title
- Portion of Section 12 referring to the effective date for the Resolution should be deleted, as it is not a Resolution but an Ordinance
- Section directing the City Clerk to provide a copy to all relevant departments, agencies, and interested parties should be deleted, as it is not applicable

Motion made by Board Member Barnes, seconded by Board Member Mata, to adopt the amendment in Item 1 to create a new definition for indoor shooting ranges, dependent upon the alteration as described by the City Attorney within the document. In a roll call vote, the **motion** passed unanimously (4-0).

2. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE PLAT FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 14301 NW 27TH AVENUE AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE**

At this time the public hearing was opened.

Jane Storms, representing the Applicant, advised that the plat has been submitted following Site Plan approval, which occurred in 2023.

Zoning Official Lee stated that this Item is the last step in the approval process for a project that previously received Site Plan and Development Agreement approval. It is for self-storage use on 27th Avenue, bordering State Road (SR) 9. Demolition on the site is expected soon.

Part of the development process is a tentative plat, as required by Miami-Dade County. The Applicant requests approval from the PZB, to be followed by approval from the City Commission. The tentative plat will be brought back following County review and a final plat will be prepared.

It was noted that the Board voted on the Item in 2023 and it was subsequently passed by the City Commission. Zoning Official Lee explained that in 2023, the Applicant received Site Plan and Development Agreement approval; however, Miami-Dade County's development standards include a platting process. This is related to review of the surveyor's final determination of points of ingress/egress, the allocation of property edges, and what will be part of the actual site. Following the County's platting process, all improvements that are planned for the subject property are recorded.

Director Gay further clarified that what the Board previously approved was the project that will be built on the site as well as its Development Agreement. Miami-Dade County has additional requirements for modifications, including pre-platting. The Applicant is already going through the permitting process for the site. He reiterated that the County, not the City, requires the site to go through the tentative platting process to ensure the site is properly sound and can be developed.

It was also asked why the Application information in the Board members' backup materials include a different address. Zoning Official Lee replied that this was an error, and the correct property address is 14301 NW 27th Avenue. It was noted that a motion will be required to address this mistake before the Board votes on the Item.

Attorney Pettis advised that the Board's motion should change the address listed in the first "Whereas" clause to the correct address, 14301 NW 27th Avenue. She confirmed that this change will be made before the Application advances to the Commission.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 2, provided that the address be updated per the document to the correct address of 14301 NW 27th Avenue. In a roll call vote, the **motion** passed unanimously (4-0).

3. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN FOR THE**

CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

At this time the public hearing was opened.

Lucy Batista, property owner, requested approval for the project's Site Plan and Development Agreement. The proposal is for construction of an office/warehouse for a paving company.

Zoning Official Lee advised that the request is for final Site Plan approval for an office and warehouse. The Applicant owns the subject property, which has never been developed. The Site Plan follows the City's land development regulations and provides parking, landscaping, and lot coverage. Staff recommends approval of the request.

Zoning Official Lee continued that the property is currently being used by its owner, but the owner did not have the appropriate approvals from the City for Site Plan review. They are now complying with the City's requirements.

Motion made by Board Member Barnes, seconded by Board Member Hibbert Smith, to approve Item 3. In a roll call vote, the **motion** passed unanimously (4-0).

4. **A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN OFFICE AND WAREHOUSE BUILDING FOR THE OPERATION OF A PAVING AND CONSTRUCTION COMPANY ON THE PROPERTY LOCATED AT NW 148TH STREET AND NW 24TH COURT AND IDENTIFIED BY FOLIO 08-2122-025-0501 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay advised that this Application also applies to the property discussed in Item 3. It is the Development Agreement for the subject site. Because the project is new construction, certain aspects of that agreement are required, including construction timelines and opportunities for hiring local residents. The Applicant has followed the required processes for the Development Agreement. Staff recommends approval of the Application.

Board Member Barnes asked if Development Agreements are ever updated by Staff to reflect components such as adequate shading and tree coverage. Zoning Official Lee explained that Development Agreements are based on the City's land development regulations.

Motion made by Board Member Barnes, seconded by Board Member Mata, to approve Item 4. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT

The meeting was adjourned at 8:19 p.m.

No.	Folio	Address	City	Zip Code	Use Description	Lot Size	Year Built	Legal Description
1	0821290140010	13101 NW 42 AVE	Opa-locka	33054-4435	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	73367	1981	LEJEUNE INDUSTRIAL SITES PB 135-6 LOT 1 BLK 1 LOT SIZE 73367 SQ FT OR 19487-0036-38-40-43-46 0201 6
2	0821290000085	Null	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : VACANT LAND	13344	0	20 29 52 41 .306 AC M/L BEG 1898.80FTW & 35FTS OF NE COR OF SEC 29 CONT W21.59FT S413.57FT E40.79FT N232FT W18.94FT N179.72FT TO POB F/A/U 08-2129-000-0080 OR 15927-5230 0593 1
3	0821290000150	4111 NW 132 ST	Opa-locka	33054-4510	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	208121	1977	29 52 41 PORT OF NE1/4 BEG 1750FTN & 505FTE OF CENTER OF SEC TH N457.58FT E455FT S458.28FT W455FT TO POB LOT SIZE 208121 SQ FT
4	0821290000080	4100 NW 135 ST	Opa-locka	33054-4651	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	43502	1990	20 29 52 41 1 AC BEG 259.49FTE OF NE COR OF TR A OF PB 142-33 CONT E104.28FT S422.53FT W104.28FT N422.53FT TO POB LOT SIZE 43502 SQ FT OR 13631-2825 0388 2
5	0821290120060	13000 NW 42 AVE	Opa-locka	33054-4405	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	69480	1990	NORTH DADE COMMERCIAL PARK PB 126-29 LOT 6-7 & 8 BLK 1 LOT SIZE 69480 SQ FT OR 13722-3600 0688 1

6	0821290000088	Null	Opa-locka	33054-0000	VACANT LAND - INDUSTRIAL : VACANT LAND	20707	0	20 29 52 41 .475 AC BEG 150.48FTS & 183.35FTE OF NE COR OF TR A OF PB 142-33 CONT E75.65FT S272.05FT W75.03FT N278.54FT TO POB LOT SIZE 20707 SQ FT F/A/U 08-2129-000-0080
7	0821200050110	4119 NW 135 ST	Opa-locka	33054-4658	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	55774	1987	S & F INDUSTRIAL SITES PB 130-7 LOTS 11 & 12 BLK 1 LOT SIZE 55774 SQ FT OR 20220-4623 0202 5 (5)
8	0821200040046	4250 NW 135 ST	Opa-locka	33054-4416	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	67769	1970	INCOME GARDENS SEC 4 PB 31-8 PT OF LOTS 21 & 22 BLK 207 DESC - E205.36FT OF W1079.08FT OF N1/2 OF N1/2 OF NE1/4 OF NW1/4 OF SEC 20-52-41 LOT SIZE 67769 SQUARE FEET OR 19721-2289 0601 2 (3)
9	0821290070020	4162 NW 132 ST	Opa-locka	33054-4511	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	72850	1974	LEJEUNE IND PARK PB 100-51 LOT 2 BLK 1 LOT SIZE 72850 SQ FT OR 19487-0036 0201 6 (3)
10	0821200040050	4200 NW 135 ST	Opa-locka	33054-4416	SERVICE STATION : RETAIL OUTLET	33337	1989	INCOME GARDENS SEC 4 PB 31-8 E40.92FT OF LOT 22 LESS S430.7FT & ALL LOTS 23 THRU 28 & N20FT OF LOT 29 & 30FT EASEMENT LYG N & ADJ THEREOF BLK 207 LOT SIZE 33337 SQUARE FEET OR 15257-874 1191 3

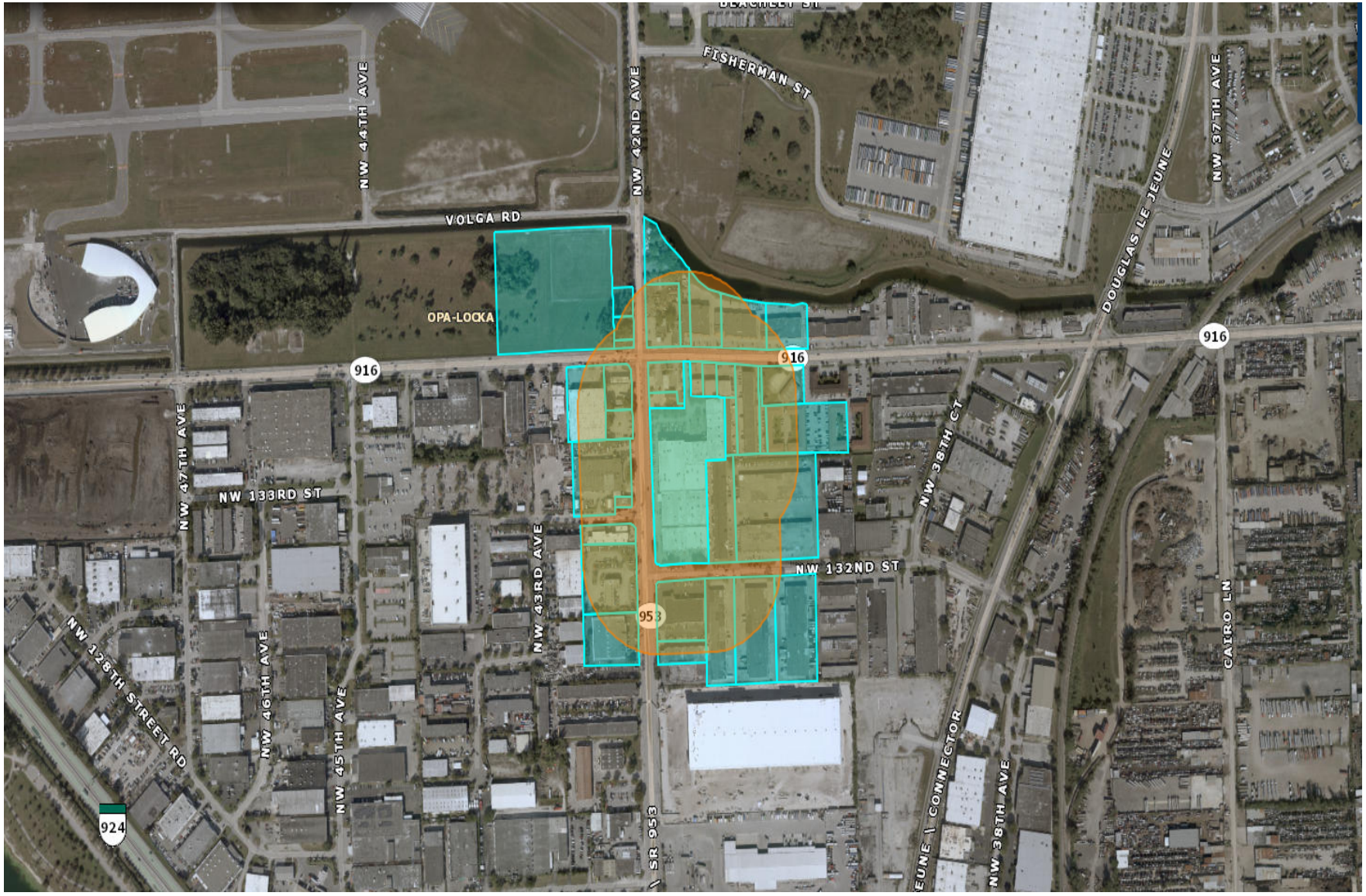
11	0821200040041	13350 LE JEUNE RD	Opa-locka	33054-4526	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	103385	1967	29 52 41 2.373 AC M/L INCOME GARDENS SEC 4 PB 31-8 PORT OF BLK 207 DESC BEG 159.96FTW OF SE COR OF N1/4 OF NW1/4 OF SEC CONT S 86 DEG W 229.15FT N 02 DEG W 330.77FT N 86 DEG E 339.11FT S 02 DEG E 250.84FT S 86 DEG W 109.84FT S 02 DEG W 80FT TO POB OR 18722-2808 0699 2
12	0821200040240	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	12515	0	INCOME GARDENS SEC 4 PB 31-8 LOTS 39 THUR 42 INC BLK 208 LOT SIZE 12515 SQUARE FEET
13	0821290000130	4165 NW 132 ST	Opa-locka	33054-4544	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	71003	1977	29-52-41 1.63 AC M/L BEG 1750FTN & 350 FTE OF CENTER OF SEC TH N457.33FT E155FT S457.58FT W155FT TO POB LOT SIZE 71003 SQ FT OR 19487-0036-38-40-43-46 0201 6
14	0821290070030	4160 NW 132 ST	Opa-locka	33054-4511	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	103400	1974	LEJEUNE IND PARK PB 100-51 LOT 3 BLK 1 LOT SIZE 103400 SQ FT OR 19487-0036 0201 6 (3)
15	0821290120010	13290 NW 42 AVE	Opa-locka	33054-4542	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	28368	1988	NORTH DADE COMMERCIAL PARK PB 126-29 LOT 1 BLK 1 LOT SIZE 28368 SQ FT M/L OR 18291-4820 0998 4 COC 26234-2681 11 2007 5

16	0821290000086	4120 NW 135 ST	Opa-locka	33054-4612	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	11462	1991	20 29 52 .263 AC BEG 76.41FTE OF NE COR OF TR A OF PB 142-33 TH CONT E76.41FT S150.48FT W76.41FT N150.48FT TO POB LOT SIZE 11462 SQ FT F/A/U 08-2129-000-0080 OR 16296-4981 1293 1
17	0821290000081	Null	Opa-locka	33054-0000	PVT PARK -REC AREA -ROADWAY : COMMON AREA	0	0	29 52 41 1.00 AC M/L BEG 168.60FTW & 35FTS OF NE COR OF SEC TH 171.79FTW N85 DEG W78.41FT S179.73FT E250FT N173FT TO POB N/A/AS REC/AREA FOR VILLA BISCAYA JARINES CONDO
18	0821290000090	4180 NW 135 ST	Opa-locka	33054-4612	VACANT LAND - COMMERCIAL : VACANT LAND	12814	0	29 52 41 .29 AC S75FT OF N209.5FT OF W240.47FT OF NW1/4 OF NE1/4 LESS W50FT & LESS N51.89FT OF E32.05FT LOT SIZE 12814 SQ FT
19	0821290210001	Null	Opa-locka	33054-0000	REFERENCE FOLIO	0	0	LE JEUNE INDUSTRIAL SITES CONDO WAREHOUSES CONDO LEJEUNE INDUSTRIAL SITES PB 135-6 LOT 2 BLK 1 AS DESC IN OFF REC 21777-4422 LOT SIZE 33750 SQ FT F/A/U 08-2129-014-0020
20	0821200040060	Null	Opa-locka	33054-0000	VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING	21352	0	INCOME GARDENS SEC 4 PB 31-8 E40.92FT OF LOT 22 LESS S300.70F & LESS N171.63FT & S5FT LOT 29 & ALL LOTS 30 THRU 34 BLK 207 LOT SIZE 21352 SQ FT OR 15591-0312 0792 5

21	0821200000020	13505 LE JEUNE RD	Opa-locka	33054-3202	AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE	30000	1956	20 52 41 .69 AC BEG SW COR OF SE1/4 TH E ALG S/L OF SE1/4 185FT NE278FT W185FT TO W/L OF SE1/4 SW278FT TO POB LESS LEJEUNE RD & S78FT LOT SIZE 30000 SQ FT OR 14376-72 1289 3
22	0821290070040	4140 NW 132 ST	Opa-locka	33054-4511	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	103400	1974	LEJEUNE IND PARK PB 100-51 LOT 4 BLK 1 LOT SIZE 103400 SQ FT OR 19487-0036 0201 6 (3)
23	0821200040280	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	9335	0	INCOME GARDENS SEC 4 PB 31-8 LOT 43 TO 45 INC BLK 208 LOT SIZE 9335 SQUARE FEET
24	0821200050130	4147 NW 135 ST	Opa-locka	33054-4658	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	48131	1988	S & F INDUSTRIAL SITES PB 130-7 LOT 13 BLK 1 LOT SIZE 48131 SQ FT OR 20220-4623 0202 5 (5)
25	0821200050091	4097 NW 135 ST	Opa-locka	33054-4615	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	52082	1988	S & F INDUSTRIAL SITES PB 130-7 LOT 9 & 10 BLK 1 LOT SIZE 52082 SQ FT OR 20220-4623 0202 5 (5)
26	0821290000087	4130 NW 135 ST	Opa-locka	33054-4612	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	11462	1991	20 29 52 41 .26 AC BEG NE COR OF TR A OF PB 142-33 TH E76.41FT S150.48FT W76.41FT N150.48FT TO POB LOT SIZE 11462 SQ FT F/A/U 08-2129-000-0080

27	0821200040150	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	363000	0	INCOME GARDENS SEC 4 PB 31-8 LOT 19 TO 22 INC BLK 208 LOT SIZE IRREGULAR
28	0821290090001	4050 NW 135 ST	Opa-locka	33054-0000	REFERENCE FOLIO	0	0	VILLA BISCAYA JARDENES CONDO PHASE 2 - DESC 29 52 41 2.48AC M/L BEG 1413.55FT W & 440FT S OF NE COR SEC TH W466FT N232FT E466FT S232FT TO POB
29	0821290160010	13449 NW 42 AVE	Opa-locka	33054-4513	LIGHT MANUFACTURING : LIGHT MFG & FOOD PROCESSING	249163	1977	AVANTI PB 142-33 T-17646 TR A LOT SIZE 5.72 AC M/L F/A/U 08-2129-000-0083 & 0160
30	0821290000100	4190 NW 135 ST	Opa-locka	33054-4631	SERVICE STATION : SERVICE STATION - AUTOMOTIVE	28241	1969	29 52 41 .65 AC E190.47FT OF W240.47FT OF N186.39FT OF NE1/4 LESS S51.89FT OF W208.42FT & S8FT OF E205.47FT OF W240.47FT OF SE1/4 OF SEC 20-52-41 OR 18402-3736 1298 1
31	0821290000084	4110 NW 135 ST	Opa-locka	33054-4612	WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE	16002	1991	20 29 52 41 .367 AC BEG 152.82FTE OF NE COR OF TR A OF PB 142-33 TH CONT E106.67FT S150.48FT W106.67FT N150.48FT TO POB LOT SIZE 16002 SQ FT F/A/U 08-2129-000-0080
32	0821200040180	Null	Opa-locka	33054-0000	VACANT GOVERNMENTAL : VACANT LAND	18920	0	INCOME GARDENS SEC 4 PB 31-8 LOTS 33 THRU 38 INC BLK 208 LOT SIZE 18920 SQUARE FEET

33	0821200040100	13300 LE JEUNE RD	Opa-locka	33054-4505	RESTAURANT OR CAFETERIA : RETAIL OUTLET	5490	1973	INCOME GARDENS SEC 4 PB 31-8 LOTS 45 & 46 LESS E15FT BLK 207 LOT SIZE 5490 SQ FT COC 24544-3346 04 2006 1
34	0821200000021	4175 NW 135 ST	Opa-locka	33054-4659	AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE	57064	1984	20-52-41 1.31 AC E205.47FT OF W240.47FT OF SW1/4 OF SW1/4 OF SE1/4 LYING S OF OPA LOCKA CANAL LESS W185FT OF S 278FT THEREOF LOT SIZE 96703 SQUARE FEET OR 13768-3605 0788 1
35	0821290120020	13200 NW 42 AVE	Opa-locka	33054-4542	AUTOMOTIVE OR MARINE : AUTOMOTIVE OR MARINE	90000	1991	NORTH DADE COMMERCIAL PARK PB 126-29 LOTS 2 THRU 5 BLK 1 LOT SIZE 90000 SQ FT OR 19576-2767 0301 1


NW 44TH AVE
NW 42ND AVE
FISHERMAN ST
NW 37TH AVE
DOUGLAS LE JEUNE
VOLGA RD
OPA-LOCKA
916
916
916
NW 47TH AVE
NW 133RD ST
NW 38TH CT
NW 43RD AVE
NW 132ND ST
953
NW 128TH STREET RD
NW 46TH AVE
NW 45TH AVE
CAIRO LN
SR 953
NW 38TH AVE
924

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, CREATING A NEW ARTICLE XI OF THE CITY CODE OF ORDINANCES; RENUMBERING THE FOLLOWING SECTIONS; SPECIFICALLY ADOPTING CERTAIN PROVISIONS OF SENATE BILL 102, THE "LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING; PROVIDING FOR THE ADMINISTRATIVE APPROVAL OF CERTAIN QUALIFIED PROJECTS CONTAINING AFFORDABLE HOUSING UNITS; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the importance of residential and economic development in the City; and

WHEREAS, the State legislature recognizes the importance of providing quality housing to Florida residents; and

WHEREAS, in recognition of the need to provide quality and affordable housing to Florida residents, Senate Bill 102, also known as the Live Local Act (the "Act") was adopted into law by the State legislature, effective July 1, 2023 and the Act will expire on October 1, 2033; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS, the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issued related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on Zoning Districts; Commercial: B-2 – Commercial Liberal, B-3 – Commercial Intensive; Industrial: I-1 – Light Industrial, IT-Innovation and Technology District; MXUOD-Corridor Mixed Use and HDOD-Historic Downtown Opa-Locka District; and

WHEREAS the Act provides that if a municipality has designated less than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, it is only required to allow multi-family development pursuant to the Act as part of a mixed-use residential development; and

WHEREAS, given that less than twenty percent (20%) of the land area of the City is designated for commercial and industrial use, any development of land approved pursuant to the Act must consist of a mixed-use project; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's land development regulations and is consistent with the City's Comprehensive Plan, with the

exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by the Act) and complies with all other applicable requirements of state and local law; and

WHEREAS the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development; and

WHEREAS the Act offers incentives to developers who want to build affordable housing, it also leaves certain matters to local discretion; and

WHEREAS, recognizing the importance of providing quality affordable housing to Opa-Locka residents, the City desires to adopt and implement certain elements of the Act into its Code of Ordinances ("Code") in order to codify regulations in an effort to encourage affordable housing development in the City; and

WHEREAS the City Commission finds and determines that updating the City's Code of Ordinance to implement the Live Local Act is in the best interest of the residents in the City of Opa-Locka; and

WHEREAS, at their duly noticed meeting and public hearing of _____, 2024 the City Commission considered the record, adopted findings and conclusions, and approved the proposed Ordinance on first reading; and

WHEREAS, at their subsequent duly noticed meeting and public hearing of _____, 2024, the City Commission on second reading adopted the Ordinance and recommended incorporation of same into the Code.

NOW THEREFORE, BE IT ORDAINDED 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 Ordinance by reference.

SECTION 2. Amendment. The Code of Ordinance of the City of Opa-Locka, Florida, shall be amended by amending Chapter _____, to create Section _____, entitled "Qualifying Development Pursuant to Florida Statutes, Section 166.04151(7), Under the Live Local Act" to read as follows:

Section I . Qualifying Development Pursuant to Florida Statutes, Section 166.04151(7), Under the Live Local Act.

(a) **Intent and Purpose:** The purpose of this section is to establish procedures and regulations for the development of mixed-use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act), which development involves a combination of residential and non-residential components, and a combination of dwelling units, at least forty percent (40%) of which must qualify as affordable housing units, as defined in Florida Statutes, Section 420.0004, to accomplish the following purposes:

(1) Protect and promote the public health, safety, and general welfare of the residents of the City.

(2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
(3) Confirm that qualifying developments proposed pursuant to the Act are mixed-use residential developments, as required by the Act, given that less than 20% of the City's land area is designated for commercial or industrial use; Per the City of Opa-Locka Comprehensive Master Plan, 26% of the land use in the City of Opa-Locka is Industrial and 11% of the land use is Commercial. This excludes residential, parks and civic land use. The Miami-Dade Opa-Locka Executive Airport is included under Civic land use.
(4) Specify the City zoning districts to which this section is applicable and within which qualifying developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
(5) Confirm the land development regulations applicable to proposed qualifying developments under the Act, including acknowledgment of the statutory mandates regarding use, height and density.
(6) Provide the minimum non-residential floor area for qualifying developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and
(7) Establish and administrative approval process for qualifying developments under the Act.

(b) **Applicability.** Applications for a qualifying development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for qualifying developments shall be accepted after October 1, 2033, unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes and the city commission extends these deadlines accordingly. A qualifying development pursuant to the Live Local Act for a multifamily development is not required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under Florida Statutes, Section 166.04151(7).

(c) **Definitions.**

1. *Qualifying development* shall mean a multiple-family mixed-use development proposed pursuant to Florida Statutes, Section 166.04151(7), with 65% of the total square footage used for residential purposes, at least 40% of which are affordable as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five (35%) percentage of the total square footage dedicated to non-residential uses, as provided in the applicable zoning district.

2. *Unified Control* means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the city attorney.

3. *Affordable* means monthly rents or monthly mortgage payments including taxes and insurance do not exceed thirty (30) percent of that amount which represents the percentage of the median annual gross income for the households. However, it is not the intent to limit an individual household's ability to devote more than thirty (30) percent of its income for housing, and housing for which a household devotes more than thirty (30) percent of its income shall be deemed affordable if the first institutional mortgage lender

is satisfied that the household can afford mortgage payments in excess of the thirty (30) percent benchmark.

4. **TRANSIT STOP-**A designated location that provides passengers access to the transit system and/or a point of transfer between transit routes.

5. **PLANNED UNIT DEVELOPMENT** --A planned unit development, or PUD, is a community of single-family homes, and sometimes condos or townhomes, where every homeowner belongs to a homeowner's association (HOA).

6. **AFFORDABLE HOUSING TRUST FUND (AHTF) -** The Affordable Housing Trust Fund will serve as a permanent, renewable, source of revenue to meet, in part, the housing needs of the residents of a municipality. The objective of the AHTF is to foster a housing supply accessible to a range of family incomes in developments assisted by the Trust Fund and to disperse affordable housing units throughout the City, in accordance with objectives, goals, and policies set within the housing elements of the Community Development Master Plan.

7. **DEVELOPMENT REVIEW COMMITTEE:** The City Commission hereby establishes a Development Review Committee, which shall be an advisory body to the Department of Planning and Community Development. Members of the Committee shall include Director of Planning and Community Development their Designee, Director of Public Works or their Designee, Director of Parks and Recreation or their Designee, Police Chief or their Designee, Director of Building or their Designee, Code Compliance Personnel / Designee, any intergovernmental agency representatives deemed necessary by the Director, and any other staff as deemed necessary.

(d) Zoning Districts Permitting Qualifying Developments:

TABLE OF REGULATIONS

	GENERAL DISTRICT TYPE	SPECIFIC ZONING DISTRICT
1	Commercial Zoning Districts	B-2 - Commercial Liberal; B-3 – Commercial Intensive;
2	Industrial Zoning Districts	I-1-Light Industrial; IT-INNOVATION & TECHNOLOGY OVERLAY DISTRICT
3	Mixed-Use Zoning Districts	MXUOD - CORRIDOR MIXED USE OVERLAY DISTRICT; HDOD - HISTORIC DOWNTOWN OPALOCKA DISTRICT

Section II. Applicable Development Regulations:

(1) Unified Lot. All land included for the purposes of a qualifying development, including residential and non-residential components shall be under unified control.
(2) (E) Unified Development.
(3) Any proposed development authorized under this subsection which consists of contiguous parcels, parcels under common ownership, or control shall have all development rights established under this section including higher available density and height.
(4) Upon application for rezoning, the applicant shall agree to the following:
    (a) To proceed with the qualifying development according to the provisions of this section and the affordability requirement as established by state law and a Developer Agreement.
    (b) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the city for completion of the development according to the plan approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated or maintained at public expense; and
    (c) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the city attorney and no site plan for a qualifying development shall be approved without verification by the City Manager and the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(5) Required residential use.
    a. Sixty-five percent (65%) of the total square footage of a qualifying development shall be used for residential purposes.
    b. Equivalency of affordable dwelling units.
        (a) Affordable dwelling units and market rate units within a qualifying development shall be located within the same structure or shall be proportionately distributed between multiple structure, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.
        (b) All common areas and amenities within a qualifying development shall be accessible and available to all residents (both affordable and market rate units).
        (c) Access to the required affordable dwelling units in a qualifying development shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.
        (d) The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g. for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc. maintaining a proportional distribution across unit types and within each structure within the qualifying development.
        (e) Affordable dwelling units shall be developed simultaneously with or prior to the development of the market rate units.

(f) If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.

(g) The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.

(h) The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

(6) **Affordability Requirement**:

(a) Pursuant to Florida Statutes, Section 166.04151(7), at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Florida Statutes, Section 420.0004, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with the affordability requirement.

(b) The developer shall provide documentation as requested by the City on an annual basis (calendar year) to verify that the units approved for a qualified development are in compliance with the affordability criteria for all units rented to ensure that forty-percent (40%) of the units have been utilized and rented as affordable units every year. Confirmation shall be provided on or before January 31, of every year for the preceding calendar year. Said documentation shall include but not be limited to rental amounts paid by the tenants, percentage of affordable units rented for the year, and market rate data.

(c) Any violation of the affordability requirement shall result in a monetary penalty to be deposited in an Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine in the amount of one-hundred and fifty ($150.00) per day, per violation until proof of compliance has been provided to the city. The monetary penalty shall not be subject to mitigation or otherwise modified by any board, including but not limited to the code compliance special magistrate.

(d) An approved qualifying development project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirement of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

(7) Required Non-Residential Use.

(1.) Thirty-five percent (35%) of the total square footage of the qualifying development shall be devoted to principal non-residential used that are not dedicated to, or exclusively accessible by the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of the qualifying development are not considered non-residential uses.

(2.) Non-residential uses shall be limited to those uses permitted in the zoning district or land use regulations applicable to the land on which the qualified project is located.

(8) Standard for Development.

(1.) Maximum Density and Height.

The maximum density for any qualified project authorized under the Act may be approved with a density of up to one-hundred fifty (150) units per acre.

The maximum height for any qualified project authorized under the Act shall be the highest allowed height for a commercial or residential development located in the City of Opa-Locka within one (1) mile of the proposed development or three (3) stories, whichever is higher. The maximum height for the City of Opa-Locka is eight (8) stories, or 95 feet, per the maximum height allow for affordable housing or mixed-use development within the Corridor Mixed Use District. All height limitations up to 8 stories shall be subject to approval by the Federal Aviation Authority as applicable.

(2.) **Parking Requirements.** For a qualified development authorized under the Act, the Director/Advisor for the Planning & Community Development Department and the City Manager may recommend a parking reduction of up to 1.25 spaces. The City Commission shall have the final approval for parking reduction.
Parking reductions shall be considered for a qualified development authorized under the Act for development located within one-half mile of a major transit stop and the major transit stop is accessible from the development.

(3.) Setbacks.
Front – 15 feet for non-mixed use projects
Front – 10 feet for mixed use projects
Side, Interior lot – 10 feet (mixed use and non-mixed use)
Side, Street – 10 feet (mixed use and non-mixed use)
Rear – 10 feet (mixed use and non-mixed use)

(4.) Minimum air conditioned dwelling unit size.

Efficiency – 500 square feet
One Bedroom - 625 square feet
Two Bedroom – 750 square feet
Three Bedroom – 1000 square feet

(5.) Regulatory Compliance.

(1.) In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable land development code development regulations.
(2.) All aspects of the qualifying development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.
(3.) Qualifying developments shall comply with all other applicable state and local laws and regulations.

(9) Site Plan Review Procedures:

(a) **Pre-plan Review:** Applications submitted pursuant to Florida Statutes, Section 166.04151(7), shall be reviewed in a pre-plan review process with the Director/Advisor for the Planning & Community Development Department, or the designee to conform general compliance with the requirements of Florida Statutes, Section 166.04151(7), under the Live Local Act, the land use designations, zoning and application provisions of the City code and Florida Statutes, Section 166.04151(7), as may me amended from time to time.

(b) **Application:** The applicant shall submit the proposed site plan to the Director/Advisor for the Planning & Community Development Department, or the designee. The application shall include.

a. All information and in in a form as provided by the City for site plans.
b. Dwelling unit breakdown, including the number of bedrooms and unit sizes.
c. Color rendering of all building elevations.
d. An affidavit of Commitment in a form approved by the city, to record a covenant detailing the affordable housing restrictions and ensuring compliance with the monitoring requirements. The covenant shall detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from the date of issuance for the certificate of occupancy (CO). The City Commission may release the covenant at the end of the thirty-year affordability period if the developer has been in compliance with the affordability criteria during the thirty-year affordability restriction period.
e. Legal documents shall be provided demonstrating unified control of the proposed development site and providing for maintenance and cross access easement as may be applicable.
f. A specific purpose survey shall be provided demonstrating the one (1) mile distance for any proposed height determination. A statement of the comparative site evaluation being utilized for the height justification shall be provided.
g. Notations shall be made on all submittals identifying the project as a Live Local Act project pursuant to Florida Statutes, Section 166.04151(7).
h. A table, or tables and graphics indicating the ratio of residential and non-residential square footage and affordable and market rate residential units shall be provided.
i. The Director/Advisor for the Planning & Community Development Department and the City Manager shall amend the fee schedule to include fees for projects submitted as a Live Local Act project.
j. The site plan review committee shall review the application and shall provide written recommendations to the Director/Advisor for the Planning & Community Development Department or designee, according to the review schedule established by the city manager, as said fee schedule may be amended from time to time.
k. The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the Director/Advisor for the Planning & Community Development Department or designee, the site plan review committee and the applicant. Required revisions and any other information required shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the Director/Advisor for the Planning & Community Development Department. Applicants may withdraw an application at any time.
l. The Director/Advisor for the Planning & Community Development Department or the Development Review Committee shall review site plan, review committee comments, applicant responses, final proposed plans and façade rendering, and

based on compliance with the City's land development regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. A decision may be appealed to the City Commission.

m. The restrictive covenant shall be executed and recorded prior to issuance of vertical permits for construction. The developer shall pay for all recording costs.
n. The City Commission shall determine how much money will be set aside for qualifying developments. The City Manager shall have the authority to allocate up to $25,000.00 per qualified development.

Section 3: Conflicts. All ordinances or parts of ordinance, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4: Severability. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

Section 5: Codification. The provisions of this ordinance shall be codified within the Code of Ordinance of the City of Opa-Locka, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

Section 6: Effective Date. This Ordinance shall become effective on the passage on second and final reading.

PASSED FIRST READING ON THIS _____ DAY OF _____ 2024.

PASSED SECOND READING ON THIS _____ DAY OF _____ 2024.

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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

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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:	June 26, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
					X	
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	X
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**: X	**Yes** / **No**: X
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			
		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: Planning & Community Development**		City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING *A* NEW ARTICLE XI OF THE CITY CODE OF ORDINANCES RENUMBERING THE SECTIONS FOLLOWING: SPECIFICALLY ADOPTING CERTAIN PROVISIONS OF SENATE BILL102, THE "LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING; PROVIDING FOR THE ADMINISTRATIVE APPROVAL OF CERTAIN QUALIFIED PROJECTS CONTAING AFFORDABLE HOUSING UNITS: AUTHORIZING THE CITY MNAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

"Live Local Act" requires local government to make multifamily and mixed-use residential developments allowable uses in areas zoned commercial, industrial, and mixed use if at least 40% of the proposed development's multifamily residential rental units are affordable as defined under state law for at least 30 years. This Landmark Legislation preempts local government from taking several actions that might hinder the development of residential units authorized by 'Live Local Act'.

- Prohibits local government from requiring a proposed Multifamily Housing development obtain a zoning change, land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under sections 125.01055 and 166.04151 of the statues.

- Requires mixed-use residential Multifamily Housing developments have at least 65% of the total square footage dedicated for residential purposes.

- Removes zoning decision-making authority from local government boards by requiring that Multifamily Housing development be administratively approved if the development complies with regulations for multifamily developments in areas zoned for such uses and is consistent with the comprehensive plan, except for provisions establishing allowable densities, height, and land use.

Financial Impact:

The City Commission shall determine how much money will be set aside for qualifying developments. The City Manager shall have the authority to allocate up to $25,000.00 per qualified development.

Proposed Action:

Staff recommends approval of this Ordinance.

Attachment:

Draft Ordinance

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, CREATING A NEW ARTICLE XI OF THE CITY CODE OF ORDINANCES; RENUMBERING THE SECTIONS FOLLOWING; SPECIFICALLY ADOPTING CERTAIN PROVISIONS OF SENATE BILL 102, THE "LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING; PROVIDING FOR THE ADMINISTRATIVE APPROVAL OF CERTAIN QUALIFIED PROJECTS CONTAINING AFFORDABLE HOUING UNITS; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Opa Locka ("City") recognizes the importance of residential and economic development in the City; and

WHEREAS the State legislature recognizes the importance of providing quality housing to Florida residents; and

WHEREAS, in recognition of the need to provide quality and affordable housing to Florida residents, Senate Bill 102, also known as the Live Local Act (the "Act") was adopted into law by the State legislature, effective July 1, 2023 and the Act will expire on October 1, 2033; and

WHEREAS, the Act preempts certain use, density, and height regulations and imposes various obligations, including the requirement for a municipality to permit mixed-use residential development as an allowable use in any area zoned for commercial, industrial, or mixed-use if at least forty percent (40%) of the residential units are affordable, as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years; and

WHEREAS the benefits afforded by the Act are only available to developments that provide certain threshold levels of affordable multi-family housing, which housing units are further required to remain affordable for at least thirty (30) years, but the Act is silent on issued related to compliance reporting, monitoring, and enforcement of the mandatory affordability requirements applicable to these developments; and

WHEREAS, the City Commission has determined that it is appropriate and in the public interest to provide that projects proposed under the Act on Zoning Districts; Commercial: B-2 – Commercial Liberal, B-3 – Commercial Intensive; Industrial: I-1 – Light Industrial, IT-Innovation and Technology District; MXUOD-Corridor Mixed Use and HDOD-Historic Downtown Opa-locka District

WHEREAS the Act provides that if a municipality has designated less than twenty percent (20%) of the land area within its jurisdiction for commercial or industrial use, it is only required to allow multi-family development pursuant to the Act as part of a mixed-use residential development; and

WHEREAS, given that less than twenty percent (20%) of the land area of the City is designated for commercial and industrial use, any development of land approved pursuant to the Act must consist of a mixed-use project; and

WHEREAS, the Act requires that an affordable housing project proposed under the Act must be administratively approved, without further action by the governing body, if the development satisfies the City's land development regulations and is consistent with the City's Comprehensive Plan, with the

exception of provisions establishing allowable densities, height, and land use (which are established in, and preempted by the Act) and complies with all other applicable requirements of state and local law; and

WHEREAS the Act provides that the City must consider the possibility of reducing parking requirements for projects developed under the Act if the project is located within one-half mile of a major transit stop, as defined in the City's Land Development Code, if the major transit stop is accessible from the development.

WHEREAS the Act offers incentives to developers who want to build affordable housing, it also leaves certain matters to local discretion; and

WHEREAS, recognizing the importance of providing quality affordable housing to Opa-Locka residents, the City desires to adopt and implement certain elements of the Act into its Code of Ordinances ("Code") in order to codify regulations in an effort to encourage affordable housing development in the City; and

WHEREAS the City Commission finds and determines that updating the City's Code of Ordinance to implement the Live Local Act is in the best interest of the residents in the City of Opa-Locka; and

WHEREAS, at their duly noticed meeting and public hearing of _____, 2023 the City Commission considered the record, adopted findings and conclusions, and approved the proposed Ordinance on first reading; and

WHEREAS, at their subsequent duly noticed meeting and public hearing of _____, 2024, the City Commission on second reading adopted the Ordinance and recommended incorporation of same into the Code.

NOW THEREFORE, BE IT ORDAINDED 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 Ordinance by reference.

SECTION 2. Amendment. The Code of Ordinance of the City of Opa-Locka, Florida, shall be amended by amending Chapter _____, to create Section _____, entitled "Qualifying Development Pursuant to Florida Statutes, Section 166.04151(7), Under the Live Local Act" to read as follows:

Section I. Qualifying Development Pursuant to Florida Statutes, Section 166.04151(7), Under the Live Local Act.

(a) **Intent and Purpose:** The purpose of this section is to establish procedures and regulations for the development of mixed-use affordable housing developments pursuant to the provisions of Section 166.04151(7), Florida Statutes, as created by Chapter 2023-17, Laws of Florida, the "Live Local Act" (the "Act), which development involves a combination of residential and non-residential components, and a combination of dwelling units, at least forty percent (40%) of which must qualify as affordable housing units, as defined in Florida Statutes, Section 420.0004, to accomplish the following purposes:

(1) Protect and promote the public health, safety, and general welfare of the residents of the City.

(2) Facilitate the orderly and efficient development of affordable multi-family housing in the City pursuant to the Act;
(3) Confirm that qualifying developments proposed pursuant to the Act are mixed-use residential developments, as required by the Act, given that less than 20% of the City's land area is designated for commercial or industrial use; Per the City of Opa-locka Comprehensive Master Plan, 26% of the land use in the City of Opa-locka is Industrial and 11% of the land use is Commercial. This excludes residential, parks and civic land use. The Miami-Dade Opa-locka Executive Airport is included under Civic land use.
(4) Specify the City zoning districts to which this section is applicable and within which qualifying developments proposed pursuant to the Act are authorized and may be approved administratively pursuant to the Act;
(5) Confirm the land development regulations applicable to proposed qualifying developments under the Act, including acknowledgment of the statutory mandates regarding use, height and density.
(6) Provide the minimum non-residential floor area for qualifying developments proposed under the Act in order to ensure a meaningful mixed-use development to support community sustainability and to reduce vehicle trips and vehicle miles traveled; and
(7) Establish and administrative approval process for qualifying developments under the Act.

(b) **Applicability.** Applications for a qualifying development pursuant to this section must be deemed complete prior to October 1, 2033. No applications for qualifying developments shall be accepted after October 1, 2033, unless the legislature extends or reenacts Section 166.04151(7), Florida Statutes and the city commission extends these deadlines accordingly. A qualifying development pursuant to the Live Local Act for a multifamily development is not required to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under Florida Statutes, Section 166.04151(7).

(c) **Definitions.**

1. *Qualifying development* shall mean a multiple-family mixed-use development proposed pursuant to Florida Statutes, Section 166.04151(7), with 65% of the total square footage used for residential purposes, at least 40% of which are affordable as defined in Section 420.0004, Florida Statutes, for a period of at least thirty (30) years, with the remaining thirty-five (35%) percentage of the total square footage dedicated to non-residential uses, as provided in the applicable zoning district.

2. *Unified Control* means all land included for purpose of development within a Planned Unit Development (PUD) district shall be under the control of the applicant (an individual, partnership, or corporation, or group of individuals, partnerships, or corporations). The applicant shall present satisfactory legal documents to constitute evidence of the unified control of the entire area, which shall be approved by the city attorney.

3. *Affordable* means monthly rents or monthly mortgage payments including taxes and insurance do not exceed thirty (30) percent of that amount which represents the percentage of the median annual gross income for the households. However, it is not the intent to limit an individual household's ability to devote more than thirty (30) percent of its income for housing, and housing for which a household devotes more than thirty (30) percent of its income shall be deemed affordable if the first institutional mortgage lender

is satisfied that the household can afford mortgage payments in excess of the thirty (30) percent benchmark.

4. **TRANSIT STOP-**A designated location that provides passengers access to the transit system and/or a point of transfer between transit routes.

5. **PLANNED UNIT DEVELOPMENT** --A planned unit development, or PUD, is a community of single-family homes, and sometimes condos or townhomes, where every homeowner belongs to a homeowner's association (HOA).

6. **AFFORDABLE HOUSING TRUST FUND (AHTF) -** The Affordable Housing Trust Fund will serve as a permanent, renewable, source of revenue to meet, in part, the housing needs of the residents of a municipality. The objective of the AHTF is to foster a housing supply accessible to a range of family incomes in developments assisted by the Trust Fund and to disperse affordable housing units throughout the City, in accordance with objectives, goals, and policies set within the housing elements of the Community Development Master Plan.

7. **DEVELOPMENT REVIEW COMMITTEE:** The City Commission hereby establishes a Development Review Committee, which shall be an advisory body to the Department of Planning and Community Development. Members of the Committee shall include Director of Planning and Community Development their Designee, Director of Public Works or their Designee, Director of Parks and Recreation or their Designee, Police Chief or their Designee, Director of Building or their Designee, Code Compliance Personnel / Designee, any intergovernmental agency representatives deemed necessary by the Director, and any other staff as deemed necessary.

(d) Zoning Districts Permitting Qualifying Developments:

TABLE OF REGULATIONS

	GENERAL DISTRICT TYPE	SPECIFIC ZONING DISTRICT
1	Commercial Zoning Districts	B-2 - Commercial Liberal; B-3 – Commercial Intensive;
2	Industrial Zoning Districts	I-1-Light Industrial; IT-INNOVATION & TECHNOLOGY OVERLAY DISTRICT
3	Mixed-Use Zoning Districts	MXUOD - CORRIDOR MIXED USE OVERLAY DISTRICT; HDOD - HISTORIC DOWNTOWN OPALOCKA DISTRICT

Section II. Applicable Development Regulations:

(1) Unified Lot. All land included for the purposes of a qualifying development, including residential and non-residential components shall be under unified control.
(2) (E) Unified Development.
(3) Any proposed development authorized under this subsection which consists of contiguous parcels, parcels under common ownership, or control shall have all development rights established under this section including higher available density and height.
(4) Upon application for rezoning, the applicant shall agree to the following:
   (a) To proceed with the qualifying development according to the provisions of this section and the affordability requirement as established by state law and a Developer Agreement.
   (b) To provide agreements, contracts, covenants, deed restrictions, and sureties acceptable to the city for completion of the development according to the plan approved at the time of site plan approval and for continuing operations and maintenance of such areas, functions, and facilities, which are not proposed to be provided, operated or maintained at public expense; and
   (c) To bind their successors in title to any commitments made under the above. All agreements and evidence of unified control shall be reviewed by the city attorney and no site plan for a qualifying development shall be approved without verification by the City Manager and the City Attorney that such agreements and evidence of unified control meet the requirements of this section.

(5) Required residential use.
   a. Sixty-five percent (65%) of the total square footage of a qualifying development shall be used for residential purposes.
   b. Equivalency of affordable dwelling units.
      (a) Affordable dwelling units and market rate units within a qualifying development shall be located within the same structure or shall be proportionately distributed between multiple structure, if such are proposed, such that every qualifying development structure contains both affordable and market rate units in equal proportions; in no event shall a qualifying development structure consist entirely of market rate units.
      (b) All common areas and amenities within a qualifying development shall be accessible and available to all residents (both affordable and market rate units).
      (c) Access to the required affordable dwelling units in a qualifying development shall be provided through the same principal entrance(s) utilized by all other dwelling units in the development, provided that for townhouse-style affordable dwelling units, each unit shall have its own entrance.
      (d) The sizes and number of bedrooms in the affordable dwelling units shall be proportional to the sizes and number of bedrooms in the market rate units (e.g. for number of bedrooms, if twenty-five percent (25%) of the market rate units consist of two (2) bedrooms, then twenty-five percent (25%) of the affordable units shall also have two (2) bedrooms, etc. maintaining a proportional distribution across unit types and within each structure within the qualifying development.
      (e) Affordable dwelling units shall be developed simultaneously with or prior to the development of the market rate units.

(f) If the development is phased, the phasing plan shall provide for the construction of affordable units proportionately and concurrently with the market rate units.

(g) The exterior appearance of affordable units shall be the same as the market rate units and shall provide exterior building materials and finishings of the same type and quality.

(h) The interior building materials and finishes of the affordable units shall be the same type and quality as the market rate units, including but not limited to all electrical and plumbing fixtures, flooring, cabinetry, counter tops, and decorative finishes.

(6) **Affordability Requirement**:

(a) Pursuant to Florida Statutes, Section 166.04151(7), at least forty percent (40%) of the multi-family residential units shall remain affordable, as defined in Florida Statutes, Section 420.0004, for a period of at least thirty (30) years. The property owner shall execute and deliver to the City for recordation in the public records, on a form approved by the City Attorney, a covenant, declaration of restriction, or other deed restriction in favor of the City ensuring compliance with the affordability requirement.

(b) The developer shall provide documentation as requested by the City on an annual basis (calendar year) to verify that the units approved for a qualified development are in compliance with the affordability criteria for all units rented to ensure that forty-percent (40%) of the units have been utilized and rented as affordable units every year. Confirmation shall be provided on or before January 31, of every year for the preceding calendar year. Said documentation shall include but not be limited to rental amounts paid by the tenants, percentage of affordable units rented for the year, and market rate data.

(c) Any violation of the affordability requirement shall result in a monetary penalty to be deposited in an Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine in the amount of one-hundred and fifty ($150.00) per day, per violation until proof of compliance has been provided to the city. The monetary penalty shall not be subject to mitigation or otherwise modified by any board, including but not limited to the code compliance special magistrate.

(d) An approved qualifying development project which fails to maintain the required number of affordable dwelling units and does not comply with the affordable housing requirement of this section after notice and ninety (90) days to cure, shall be considered non-conforming as to all portions of the development that do not comply with use and development regulations applicable based on the assigned zoning designation.

(7) **Required Non-Residential Use.**

(1.) Thirty-five percent (35%) of the total square footage of the qualifying development shall be devoted to principal non-residential used that are not dedicated to, or exclusively accessible by the on-site residential uses. Residential community amenities, or non-residential uses open only to residents of the qualifying development are not considered non-residential uses.

(2.) Non-residential uses shall be limited to those uses permitted in the zoning district or land use regulations applicable to the land on which the qualified project is located.

(8) Standard for Development.

(1.) Maximum Density and Height.

The maximum density for any qualified project authorized under the Act may be approved with a density of up to one-hundred fifty (150) units per acre.

The maximum height for any qualified project authorized under the Act shall be the highest allowed height for a commercial or residential development located in the City of Opa-Locka within one (1) mile of the proposed development or three (3) stories, whichever is higher. The maximum height for the City of Opa-locka is eight (8) stories, or 95 feet, per the maximum height allow for affordable housing or mixed-use development within the Corridor Mixed Use District. All height limitations up to 8 stories shall be subject to approval by the Federal Aviation Authority as applicable.

(2.) **Parking Requirements.** For a qualified development authorized under the Act, the Director/Advisor for the Planning & Community Development Department and the City Manager may recommend a parking reduction of up to 1.25 spaces. The City Commission shall have the final approval for parking reduction.
Parking reductions shall be considered for a qualified development authorized under the Act for development located within one-half mile of a major transit stop and the major transit stop is accessible from the development.

(3.) Setbacks.
Front – 15 feet for non-mixed use projects
Front – 10 feet for mixed use projects
Side, Interior lot – 10 feet (mixed use and non-mixed use)
Side, Street – 10 feet (mixed use and non-mixed use)
Rear – 10 feet (mixed use and non-mixed use)

(4.) Minimum air conditioned dwelling unit size.

Efficiency – 500 square feet
One Bedroom - 625 square feet
Two Bedroom – 750 square feet
Three Bedroom – 1000 square feet

(5.) Regulatory Compliance.

(1.) In addition to the provisions set forth herein, qualifying developments shall comply with all other applicable land development code development regulations.
(2.) All aspects of the qualifying development shall be consistent with the City's Comprehensive Plan, with the exception of provisions establishing allowable use, height, and density.
(3.) Qualifying developments shall comply with all other applicable state and local laws and regulations.

(9) Site Plan Review Procedures:

(a) **Pre-plan Review:** Applications submitted pursuant to Florida Statutes, Section 166.04151(7), shall be reviewed in a pre-plan review process with the Director/Advisor for the Planning & Community Development Department, or the designee to conform general compliance with the requirements of Florida Statutes, Section 166.04151(7), under the Live Local Act, the land use designations, zoning and application provisions of the City code and Florida Statutes, Section 166.04151(7), as may me amended from time to time.

(b) **Application:** The applicant shall submit the proposed site plan to the Director/Advisor for the Planning & Community Development Department, or the designee. The application shall include.

a. All information and in in a form as provided by the City for site plans.
b. Dwelling unit breakdown, including the number of bedrooms and unit sizes.
c. Color rendering of all building elevations.
d. An affidavit of Commitment in a form approved by the city, to record a covenant detailing the affordable housing restrictions and ensuring compliance with the monitoring requirements. The covenant shall detail income mix and required affordability, with a release provision ensuring that the covenant is in place for thirty (30) years from the date of issuance for the certificate of occupancy (CO). The City Commission may release the covenant at the end of the thirty-year affordability period if the developer has been in compliance with the affordability criteria during the thirty-year affordability restriction period.
e. Legal documents shall be provided demonstrating unified control of the proposed development site and providing for maintenance and cross access easement as may be applicable.
f. A specific purpose survey shall be provided demonstrating the one (1) mile distance for any proposed height determination. A statement of the comparative site evaluation being utilized for the height justification shall be provided.
g. Notations shall be made on all submittals identifying the project as a Live Local Act project pursuant to Florida Statutes, Section 166.04151(7).
h. A table, or tables and graphics indicating the ratio of residential and non-residential square footage and affordable and market rate residential units shall be provided.
i. The Director/Advisor for the Planning & Community Development Department and the City Manager shall amend the fee schedule to include fees for projects submitted as a Live Local Act project.
j. The site plan review committee shall review the application and shall provide written recommendations to the Director/Advisor for the Planning & Community Development Department or designee, according to the review schedule established by the city manager, as said fee schedule may be amended from time to time.
k. The applicant will be notified in writing of comments concerning the site plan submission. Revisions, additions, or corrections will be reviewed together by the Director/Advisor for the Planning & Community Development Department or designee, the site plan review committee and the applicant. Required revisions and any other information required shall be resubmitted by the applicant within thirty (30) days of the review. Failure of any applicant to submit information or revised plans as required above shall result in cancellation of the application unless an extension is agreed to by the applicant and the Director/Advisor for the Planning & Community Development Department. Applicants may withdraw an application at any time.
l. The Director/Advisor for the Planning & Community Development Department or the ~~designee~~ Development Review Committee shall review site plan, review

committee comments, applicant responses, final proposed plans and façade rendering, and based on compliance with the City's land development regulations, comprehensive plan, and applicable state laws, shall approve, approve with conditions, or deny the final site plan and issue a written development order, including findings supporting the decision. A decision may be appealed to the City Commission.

m. The restrictive covenant shall be executed and recorded prior to issuance of vertical permits for construction. The developer shall pay for all recording costs.

n. The City Commission shall determine how much money will be set aside for qualifying developments. The City Manager shall have the authority to allocate up to $25,000.00 per qualified development.

Section 3:____Conflicts. All ordinances or parts of ordinance, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4:_____Severability.__Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause or work be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

Section 5:_____Codification.__The provisions of this ordinance shall be codified within the Code of Ordinance of the City of Opa-Locka, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

Section 6:_____Effective Date._This Ordinance shall become effective on the passage on second and final reading.

PASSED FIRST READING ON THIS _____ DAY OF _____ 2024.

PASSED SECOND READING ON THIS _____ DAY OF _____ 2024.

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

Commissioner Kelley

Commissioner Bass

Vice Mayor Ervin

Mayor Taylor

AFFORDABLE HOUSING-SENATE BILL 102 (SB 102)

The PCD Staff have examined this Landmark Legislation in its entirety and have adduced the following:

Governor Ron DeSantis recently signed into law Senate Bill 102, the Live Local Act, which officially took effect or July 1, 2023. This new law allocates $711 million toward affordable housing initiatives statewide. However, SB 102 was far more than an appropriations bill. It incentivizes the development of affordable housing and eliminates barriers to the development of housing. The new law has implications for both developers and local governments.

Changes to Local Government Land Development Codes

SB 102 makes several changes to Florida law impacting how local governments can treat certain proposed affordable housing developments. It also changes what policies local governments may enact to address housing These changes align with the Florida Legislature's substantial rewrite of section 420.0003, Florida Statutes, which encourages private development of affordable housing. That section requires local governments to provide incentives, such as density bonus incentives, to encourage the private sector to be the primary driver for developing affordable housing.

- **Rent Control:** SB 102 amends sections 125.0103 and 166.043, Florida Statutes, to remove local governmen authority to enact rent control. Previously, local governments could enact rent control measures via a referendum for a period not exceeding one year in instances where such controls were necessary and prope to eliminate an existing housing emergency so grave as to constitute a serious menace to the general public The preemption of rent control included in SB 102 was in part a response to a recent rent control referendun approved by Orange County voters but subsequently invalidated by the courts.

- **Development Incentives:** SB 102 makes several changes to sections 125.01055 and 166.04151, Florida Statutes, which will preempt local governments from enacting policies that would hinder the development of certain affordable housing projects. These changes sunset October 1,2033.

  SB 102 requires local governments make multifamily and mixed-use residential allowable uses in areas zoned commercial, industrial, or mixed use if at least 40% of the proposed development's multifamily residential rental units are affordable as defined under state law for at least (30 years (Affordable Multifamily Housing). SB 102 preempts local governments from taking several actions that might hinder the development of Affordable Multifamily Housing:

  - Prohibits local governments from requiring a proposed Affordable Multifamily Housing development obtain a zoning change, land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under sections 125.01055 and 166.04151.
  - Requires mixed-use residential Affordable Multifamily Housing projects have at least 65% of the total square footage dedicated for residential purposes.
  - Prohibits local governments from restricting the density of a proposed development of Affordable Multifamily Housing below the highest allowed density of any land under its jurisdiction where residential development is allowed.
  - Prohibits local governments from restricting the height of a proposed Affordable Multifamily Housing development below the highest height for a commercial or residential development located in its jurisdiction within one mile of the proposed development or three stories, whichever is higher.
  - Removes zoning decision-making authority from local governing boards by requiring that Affordable Multifamily Housing development be administratively approved if the development complies with regulations for multifamily developments in areas zoned for such uses and is consistent with the comprehensive plan, with the except ion of provisions establishing allowable densities, height, and land use.
  - Requires local governments consider parking reductions for proposed Affordable Multifamily Housing developments where the development is a half mile from a major transit stop that is accessible from the development.
  - Requires those municipalities that designate fewer than 20% of their land area for commercial or industrial uses authorize a proposed mixed-use residential Affordable Multifamily Housing projects in areas zoned for commercial or industrial uses.

The amendments to these sections also remove the prohibition on developers of affordable housing receiving funds from the State Apartment Incentive Loan (SAIL) Program provided that 10% of the units are dedicated for affordable housing.

Local Government Administration and Affordable Housing

SB 102 amends sections 125.379 and 166.0451, Florida Statutes, and requires local governments list real property owned in fee simple by any dependent special district within that local government's jurisdiction that is appropriate for affordable housing, as well as requiring the inventory list of properties be publicly available on the local governments' websites. Those properties may now also be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing. SB 102's amendments to these sections also encourage ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus lands publicly available, and ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring the reversion of property not used for affordable housing within a certain time frame.

SB 102 amends section 553.792, Florida Statutes, to require local governments maintain a policy containing the procedures and expectations for expedited processing of building permits and development orders that are required to be expedited on the local governments' websites.

Taxes

SB 102 also seeks to encourage the development of affordable housing by lessening the associated tax burden.

- **Ad Valorem Property Tax Exemptions:** SB 102 enacts two separate ad valorem tax exemptions available to owners of property used for Affordable Multifamily Housing developments under sections 196.1978(3) and section 196.1979, Florida Statutes. A taxpayer may only receive one of these exemptions.

1. **Sections 196.1978(3):** Section 796.7978(3), Florida Statutes, makes portions of property in a multifamily project eligible for a tax exemption by deeming such property to be used for a charitable purpose. To be eligible, the property must provide affordable housing to those meeting the income limitations. The property must be within a multifamily project containing more than 70 units dedicated to affordable housing that was substantially completed within five 5 years before the taxpayer's first submission of a request for certification or an application for a property tax exemption. The affordable housing units must be rented for an amount that does not exceed the lesser of the multifamily rental programs income as promulgated by the

Florida Housing Finance Corporation (FHFC) or the rental market study, which the taxpayer is required to complete.

This section requires that qualified property which is available to house those whose annual household income is above 80% and below 120% of the median annual adjusted gross income for households within the metropolitan statistical area (MSA), or for households in a county that is not within an MSA, receive an ad valorem property tax exemption of 75% of the property's assessed value. However, if the property is used to house those with income that does not exceed 80% of the median annual adjusted gross income for households within the MSA or county, then the property is 100% exempt from ad valorem property taxes.

2. **Section 196.1979:** Permits local governments to adopt an ordinance exempting portions of property used to provide affordable housing by deeming the property as being used for a charitable purpose. To qualify for this exemption, the portions of the property must be used to house those whose annual household income is either less than 30% or between 30% and 60% of the median annual adjusted gross income for households within the MSA or the county where the person or family resides if not residing within an MSA. The property must also be within a multifamily project with at least 50 residential units, 20% of which are used to provide affordable housing. The affordable housing units must be rented for an amount that does not exceed the lesser of the multifamily rental programs income as promulgated by the FHFC or the rental market study, which the taxpayer is required to complete. The development may not have more than three local code citations in the last 24 months, nor may the development have any non-remedied code violations or unpaid code-related charges.

If all the residential units in a multifamily development are not affordable housing, then the property's exemption may be up to 75% of the assessed value of each residential unit providing affordable housing. If all the residential units are affordable, then the exemption may be up to 100% of the assessed value on the multifamily residential units providing affordable housing.

- **Sales, Rental, Use, Consumption, Distribution, and Storage Tax Exemption:** SB 102 amends section 212.08, Florida Statutes, by creating a tax exemption for affordable housing building materials. Affordable housing building materials include all tangible personal property that becomes a component of the newly constructed residential units in an affordable housing development. To receive this exemption the person claiming the exemption must file an application with the Florida Department of Revenue (DOR) and include all the application materials listed in this section, which includes invoices showing the actual cost of the building materials and sales tax paid. Local governments and nonprofits that pay for building materials from community development block grant funds, funds from the State Housing Initiatives Partnership (SHIP) Program, and the like may also apply for this exemption. Applications must

be submitted within six months after the eligible residential united is deemed substantially completed by the local building code inspector. Only one exemption through a refund on paid taxes may be claimed per eligible residential unit. Such refunds will not be granted unless the amount of the refund is between $500 and the lesser of $5,000 or 97.5% of the Florida sales or use tax paid.

- **Live Local Corporate Income and Franchise Tax Credit:** SB 102 creates section 220.1878 Florida Statutes, which provides a corporate income and franchise tax credit of 100% for eligible contributions to the Live Local Program as codified in section 420.50872, Florida Statutes. This credit may be applied against any tax due for a taxable year under Chapter 220, Florida Statutes. The taxpayer must apply for the credit after the application of any other allowable credits. The taxpayer must make the contribution before the taxpayer is required to file a return. This credit must be reduced by the difference between the amount of federal corporate income tax, considering this credit granted, and the amount of federal corporate income tax without application of this credit. But this credit does not reduce the amount of tax due to for purposes of determining whether the taxpayer complied the requirement to pay tentative taxes. The tax credit cap amount is $100 million per fiscal year.

  Those looking to take advantage of this tax credit must apply to DOR Approved tax credits may be carried forward for a period not to exceed 10 years. If a taxpayer wishes to convey, transfer, assign, or carry forward a tax credit to another entity, it may only do so if the taxpayer conveys, assigns, or transfers all of its assets in the same transaction. The taxpayer must notify DOR before transferring, conveying, or assigning the tax credit to another member within an affiliated group ofcorporations.

State Programs

SB 102 amends section 201.15, Florida Statutes, diverting the lesser of 8% or the remainder of taxes collected or $150 million each fiscal year to fund the State Housing Trust Fund (Trust Fund). SB 102 also creates section 420.50871 Florida Statutes, which directs funds derived from these increased revenues to the Trust Fund to be distributed by the FHFC for innovative affordable housing projects. That section directs the FHFC to allocate the funds toward competitive applications for affordable housing projects. Seventy percent of the funds shall go toward projects that redevelop existing affordable housing or construct such housing near existing redeveloped affordable housing, address urban infill, provide for mixed use of the location, or provide housing near military installations. The remaining 30% of the funds shall go to projects that propose using or leasing public lands for affordable housing, addressing the housing needs of young adults that have aged out.

of foster care, meet the needs of the elderly, or provide housing to meet the needs in areas of rural opportunity Section 201.15, Florida Statutes, sunsets July 7, 2033, and section 420.50877, Florida Statutes, sunsets June 30, 2033.

SB 102 amends section 288.707, Florida Statutes, authorizing the Governor to approve funding recommendations by Enterprise Florida for state or local public infrastructure project to facilitate the development or construction o affordable housing. SB 102 also substantially re-wrote section 420.0003, Florida Statutes, which outlines Florida's policy regarding state-funded development. That section now emphasizes minimizing sprawl and the separation o housing from employment and services. It also requires public-private partnerships emphasize production anc preservation of affordable housing and requires existing affordable housing stock be preserved and improved.

SB 102 creates the Florida Hometown Hero Program, codifying it in section 420.5096, Florida Statutes. The program allows borrowers to apply to the FHFC for a loan to reduce their down payment and closing costs by a least $70,000 and up to 5% of the first mortgage loan not exceeding $35,000. The program requires that these loans be made at a 0% interest rate and be available for the term of the first mortgage. The borrower must seek tc purchase the home as his or her primary residence, be a first-time homebuyer unless the borrower is in the armec services or Florida National Guard, be a Florida resident, and be employed fulltime by a Florida-based employer o self-employed.

On the Horizon

While SB 102 has a number of provisions that took effect July 1, 2023, it also directs state agencies and loca governments to take action. For example, section 420.0003, Florida Statutes, encourages local governments tc adopt ordinances to promote innovative housing solutions, such as utilizing publicly held land to develop affordable housing. That section also encourages local governments to engage in community led planning focusing on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property resiliency, and furthering development with preexisting public services. It encourages the development o policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It ever encourages the development of policies to modernize housing specifically naming things such as tiny homes 3D-printed homes, and accessory dwelling units.

Additionally, SB 102's amendments to sections 725.379 and 766.0457, Florida Statutes, encourage loca governments to enact ordinances adopting best practices for surplus land programs. These best practices include establishing eligibility criteria for the receipt or purchase of surplus land by developers, making the process for requesting surplus lands publicly available, and ensuring long- term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate anc by requiring the reversion of property not used for

affordable housing within a certain time frame Local governments that wish to enact an ordinance... providing for an ad valorem tax exemption under section 796.7979, Florida Statutes, will have to do so in accordance with the provisions and restrictions setout in that section.

SB 102 also directs FHFC to adopt rules relating to the ad valorem exemption available under section 196.7978(3) Florida Statutes. It directs DOR to adopt rules governing the administration of the tax exemptions under sections 212.08 and 220.1878, Florida Statutes. These rules must comply with SB I02's newly enacted provisions.

START TIME: 7:24 p.m.

END TIME: 8:23 p.m.

PLANNING ZONING MEETING
ROLL CALL VOTING SHEET

AGENDA	ITEM I		ITEM II		ITEM III - CASE 1		ITEM III - CASE 2		ITEM III - CASE 3	
06-04-2024 MEETING	ROLL CALL INVOCATION AND PLEDGE		APPROVAL OF MINUTES FROM 05/07/2024		CONDITIONAL USE INDOOR SHOOTING RANGE		SPECIAL EXCEPTION CAR DEALERSHIP		ORDINANCE "LIVE LOCAL ACT"	
RESULTS			Minutes Passed		Item Passed		Item Passed		Item Passed	
MEMBERS	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
BOARD MEMBER GERMANE BARNES		✓								
BOARD MEMBER CLAUDIENNE HIBBERT SMITH	✓		✓		✓		✓		✓	
BOARD MEMBER AUDREY DOMINGUEZ	✓		✓		✓		✓		✓	
BOARD MEMBER DAWN MANGHAM		✓								
BOARD MEMBER ALDO MATA	✓		✓		✓		✓		✓	
CHAIRMAN ELIO GUERRERO	✓		✓		✓		✓		✓	
DISPOSITION / COMMENTS										

AGENDA	ITEM IV - CASE 4		ITEM V - 5		ITEM VI - 6		ITEM VII - 7		ITEM VIII - 8	
06-04-2024 MEETING										
RESULTS										
MEMBERS	YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
BOARD MEMBER GERMANE BARNES										
BOARD MEMBER CLAUDIENNE HIBBERT SMITH										
BOARD MEMBER AUDREY DOMINGUEZ										
BOARD MEMBER DAWN MANGHAM										
BOARD MEMBER ALDO MATA										
CHAIRMAN ELIO GUERRERO										

CITY OF OPA-LOCKA

The City of Bright Opportunities

PLANNING & ZONING MEETING
Agenda

Tuesday, June 4, 2024
7:00 PM

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

Planning and Zoning Board
Elio Guerrero, Chairman
Germane Barnes, Board Member
Audrey Dominguez, Board Member
Dawn Mangham, Board Member
Aldo Mata, Board Member
Claudienne Hibbert Smith, Board Member

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
PLANNING & ZONING MEETING
June 4, 2024
7:00 PM

1. ROLL CALL:

2. INVOCATION:

3. PLEDGE OF ALLEGIANCE:

4. APPROVAL OF MINUTES:

   Meeting Minutes - May 7, 2024

5. PUBLIC HEARING:

   1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING APPROVAL OF THE CONDITIONAL USE REQUEST TO OPERATE AN INDOOR SHOOTING RANGE OR ARMORY ON THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08-2129-016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

   2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING APPROVAL OF THE SPECIAL EXCEPTION REQUEST TO OPERATE A CAR DEALERSHIP ON THE PROPERTY LOCATED AT 2695 NW 141ST STREET, AND IDENTIFIED BY FOLIOS 08-2122-000-0120 IN THE COMMERCIAL LIBERAL (B-2) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

   3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, CREATING A NEW ARTICLE XI OF THE CITY CODE OF ORDINANCES; RENUMBERING THE FOLLOWING SECTIONS; SPECIFICALLY ADOPTING CERTAIN PROVISIONS OF SENATE BILL 102, THE "LIVE LOCAL ACT" RELATING TO AFFORDABLE HOUSING; PROVIDING FOR THE ADMINISTRATIVE APPROVAL OF CERTAIN QUALIFIED PROJECTS CONTAINING AFFORDABLE HOUSING UNITS; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING

FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

6. ADJOURNMENT:

For further information, please contact the Planning and Community Development Department Board Clerk by email at dcheng@opalockafl.gov or by telephone at (305) 953-2868 Ext 1504.

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By: City Manager

ORDINANCE NO. 24-XXX

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, 2023 AND ENDING SEPTEMBER 30, 2024, 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 AMENDEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-locka, FL adopted its 2023-2024 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 23-15 and subsequently amended with Ordinances 23-23 and 24-05, and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission desires to amend its 2023-2024 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY 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

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2023, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2023-2024, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2023-2024.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2023, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2023, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, 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 Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 10th day of July, 2024.

_____
John H. Taylor, Jr., 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)

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City of Opa-locka
Agenda Cover Memo

Department Director:	Robert Anathan			**Department Director Signature:**	DocuSigned by:			
City Manager:	Darvin Williams			**CM Signature:**	C46C07C1E8DE492...			
Commission Meeting Date:	June 26,2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
					X			
Fiscal Impact: *(Enter X in box)* **N/A**	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X		X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* See Attachments		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X						
Sponsor Name	City Manager		**Department:** City Manager's Office		City Manager			

Short Title:

FY 24 Budget Amendment #4 – First Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 24 Budget Amendment #3 on first hearing.

History: The City Commission adopted the City FY 24 Budget on September 27, 2023 (Ordinance 2023-15) which was approved by the State. This budget was composed of $70.9 million of expenditures and $24.1 million of funding being transferred between various Funds, resulting in a total budget of $95.0 million.

On November 8, 2023 the City Commission approved Budget Amendment #1with Ordinance 2023-23. The primary function of this budget amendment was to move projects not completed in FY 23 into FY 24. This budget amendment added $5,077,317 of additional expenditures, primarily CIP projects being moved into FY 24. Interfund Transfers were also increased by $3,986,297, reflecting the transfer of funds from Operating Funds to the CIP Funds to complete these projects.

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On February 28, 2024, the Commission approved Budget Amendment #2 which increased expenditures by $150,115 while reducing Interfund Transfers by $1,333,621. The larger items included Burling Canal ($639,255), completion of the new Police Station ($225,500), an HE Consultant ($140,000) and the removal of two underground tanks ($102,000). Saving of $1,270,395 the use of $235,000 of Continency offset most of the new expenditures.

On April 10, 2024, the Commission approved Budget Amendment #3 which increased expenditures by $498,000 offset by $450,000 in additional revenue and $48,000 of available fund balance from Special Law Enforcement Fund. The biggest increase in expense was for Police Off Duty Service - $300,000 (paid through the City payroll due to IRS requirements) offset by payments made by the external parties requesting their services. The second biggest expenditure ($150,000) was for outdoors security cameras for areas of the City within the CRA to be monitored by the Police Department and funded by a donation from the CRA.

Current Activity: The current budget amendment is primarily adjusting the funding allocation for ARPA projects funding to best meet the federal ARPA criteria. This budget amendment has expenditures of $2,837,775 offset by ($4,356,056) in net savings for a net expense/(savings) of ($1,518,281). The largest expenses are as follows: Historic City Hall additional repairs of $560,000; replacing the 135th Water Main; Funding Sesame Street Bridge $400,000. Many expenses are offset by a $1,251,483 in savings from Commerce North Stormwater Project that is being deferred until in FY 25.

Financial Impact: This budget amendment can be summarized financially as follows:

Funding

Revenue / Loans / Grants	$ 15,000
Use Of Fund Balance	(1,533,281)
Total Funding – Excluding Transfers-In	(1,518,281)
Transfers-In	(1,203,983)
Total Funding	$ (2,722,264)

Expenditure

Expenditure – Excluding Transfers-Out	$(1,518,281)
Transfers-Out	$ (1,203,983)
Total Expenditure	$(2,722,264)

Additional details on the financial impact are provided in the attachments, Summary By Fund and Detail By Line Item, which contain accounting information for the State review which is a highly detailed accounting version of what is presented in the Overview and Summary By Line Item attachments.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on first hearing.

Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

FY 24 Budget Amendment #3 Overview - First Hearing

Summary

Funding		Notes
Revenue / Loans / Grants	$ 15,000	(a)
Use Of Fund Balance	(1,533,281)	(b)
Total Funding – Excluding Transfers-In	(1,518,281)	
Transfer-In	(1,203,983)	
Total Funding	$ (2,722,264)	
Expenditure		
Expenditure – Excluding Transfers-Out	$ (1,518,281)	(c)
Transfers-Out	(1,203,983)	
Total Expenditure	$ (2,722,264)	

Notes

		Bgt. Amend #3	Incr/(Decr)	Bgt. Amend #4
(a)	**Revenue / Loans / Grants**			
	Insurance Reimbursement		$ 15,000	
	Total Revenue / Loans / Grants		$ 15,000	
(b)	**Use Of/(Addition To) Fund Balance**			
	General Fund	$ 11,971,164	(543,775)	$ 11,427,389
	Water-Sewer Operating Fund	792,002	-	792,002
	Stormwater Operating Fund	465,207	-	465,207
	People's Transportation Plan	39,500	-	39,500
	Special Law Enforcement	364,761	-	364,761
	Law Enforcement Training Fund	47,500	-	47,500
	American Recovery Plan Act (ARPA)	7,742,045	(989,506)	6,752,539
	Total Use Of / (Addition To) Fund Balance	$ 21,422,179	$ (1,533,281)	$ 19,888,898
(c)	**Expenditures**			
	Historic City Hall - Gen Fund Funds		560,000	
	135th Water Main		500,000	
	Sesame Street Bridge		400,000	
	Cario Lane -ARPA Funds		375,000	
	Pump Station #4 Relocation		313,775	
	Sesame Main Relocation (Dollar Gen)		205,000	
	Water Main/Meter Reloc - Rutland		195,000	
	Sewer Modeling Update		150,000	
	Other Contracted Services (TCO, HR, WS)		100,000	
	Machinery & Equipment		19,000	
	Electric Gas Water		15,000	
	Improvements Other		5,000	
			-	
	Expenditures - Gross - Ex Compensation		$ 2,837,775	
	Compensation		(40,000)	
	Savings - Ex Compensation		(4,316,056)	
	Contingency		-	
	Expenditures - Net		$ (1,518,281)	

FY 24 Budget Amendment # - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
Budget Thru Amendment #3				
Funding				
Revenue/Loans	35,784,702	19,040,073	250,000	55,074,775
Use Of / (Add To) Fund Bal	12,422,925	1,257,209	7,742,045	21,422,179
Total Funding Ex Trans-In	48,207,627	20,297,282	7,992,045	76,496,954
Transfer-in	18,588,975	7,982,064	-	26,571,039
Total Funding	66,796,602	28,279,346	7,992,045	103,067,993
Expenditure				
Expenditure - Ex Trans-Out	50,276,705	25,697,186	523,062	76,496,953
Transfer-Out	16,519,897	2,582,159	7,468,983	26,571,039
Total Expenditure	66,796,602	28,279,345	7,992,045	103,067,992
Amendment #4				
Funding				
Revenue/Loans	15,000	-	-	15,000
Use Of / (Add To) Fund Bal	(543,775)	-	(989,506)	(1,533,281)
Total Funding Ex Trans-In	(528,775)	-	(989,506)	(1,518,281)
Transfer-in	(528,775)	(675,208)	-	(1,203,983)
Total Funding	(1,057,550)	(675,208)	(989,506)	(2,722,264)
Expenditure				
Expenditure - Ex Trans-Out	(528,775)	(675,208)	(314,298)	(1,518,281)
Transfer-Out	(528,775)	-	(675,208)	(1,203,983)
Total Expenditure	(1,057,550)	(675,208)	(989,506)	(2,722,264)
Budget Thru Amendment #4				
Funding				
Revenue/Loans	35,799,702	19,040,073	250,000	55,089,775
Use Of / (Add To) Fund Bal	11,879,150	1,257,209	6,752,539	19,888,898
Total Funding Ex Trans-In	47,678,852	20,297,282	7,002,539	74,978,673
Transfer-in	18,060,200	7,306,856	-	25,367,056
Total Funding	65,739,052	27,604,138	7,002,539	100,345,729
Expenditure				
Expenditure - Ex Trans-Out	49,747,930	25,021,978	208,764	74,978,672
Transfer-Out	15,991,122	2,582,159	6,793,775	25,367,056
Total Expenditure	65,739,052	27,604,137	7,002,539	100,345,728

Exhibit "A"

FY 24 Budget Amendment #4 - Summary By Fund - First Hearing

General Fund

		Budget Thru Amend #3	Amendment #4	Budget Thru Amend #4
Funding				
Revenue/Loans		24,103,756	15,000	24,118,756
Use Of / (Add To) Fund Bal		11,971,164	(543,775)	11,427,389
Total Funding - Ex Transfer-In		36,074,920	(528,775)	35,546,145
Transfer-In		4,764,689	-	4,764,689
Total Funding		40,839,609	(528,775)	40,310,834
Expenditure	**Div**			
Commission	10	142,535	-	142,535
City Manager	12	1,194,740	-	1,194,740
General Fund Non-Depart - Ex Trans Out	19	5,377,976	-	5,377,976
Human Resources	13	595,799	30,000	625,799
Clerk	16	463,282	-	463,282
Attorney	28	643,500	-	643,500
Finance	17	1,682,499	(30,000)	1,652,499
Planning & Community Dev	37	1,448,561	-	1,448,561
Building & Licenses	30	834,505	-	834,505
Parks & Recreation	72	2,184,267	-	2,184,267
Police	26	9,422,023	-	9,422,023
Code Enforcement	23	659,789	-	659,789
Building & Grounds Maintenance	38	1,866,528	-	1,866,528
Public Works - Admin	32	520,515	-	520,515
Public Works - Streets	41	571,206	-	571,206
Public Works - Trash	50	160,116	-	160,116
Public Works - Vehicle Maintenance	49	821,282	-	821,282
Housing & Social Services	xx	72,911	-	72,911
Total Expenditure - Ex Transfer-Out		28,662,034	-	28,662,034
Transfer-Out	19	12,177,574	(528,775)	11,648,799
Total Expenditure		40,839,608	(528,775)	40,310,833

Exhibit "A"

FY 24 Budget Amendment #4 - Summary By Fund - First Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
Budget Thru Amendment #3										
Funding										
Revenue/Loans	24,103,756	4,471,000	1,500,000	331,746	5,115,700	260,000	2,500	-	-	35,784,702
Use Of / (Add To) Fund Bal	11,971,164	-	39,500	-		364,761	47,500	-	-	12,422,925
Total Funding Ex Trans-In	36,074,920	4,471,000	1,539,500	331,746	5,115,700	624,761	50,000	-	-	48,207,627
Transfer-in	4,764,689	7,639,071	-	772,309	144,385	-	-	3,889,983	1,378,538	18,588,975
Total Funding	40,839,609	12,110,071	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	66,796,602
Expenditure										
Expenditure - Ex Trans-Out	28,662,034	12,110,071	1,539,500	670,695	1,351,122	624,761	50,000	3,889,983	1,378,538	50,276,705
Transfer-Out	12,177,574	-	-	433,360	3,908,963	-	-	-	-	16,519,897
Total Expenditure	40,839,608	12,110,071	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	66,796,602
Amendment #4										
Funding										
Revenue/Loans	15,000	-	-	-	-	-	-	-	-	15,000
Use Of / (Add To) Fund Bal	(543,775)	-	-	-	-	-	-	-	-	(543,775)
Total Funding Ex Trans-In	(528,775)	-	-	-	-	-		-	-	(528,775)
Transfer-in	-	(528,775)	-	-	-	-		-	-	(528,775)
Total Funding	(528,775)	(528,775)	-	-	-	-		-	-	(1,057,550)
Expenditure										
Expenditure - Ex Trans-Out	-	(528,775)	-	-	-	-	-	-	-	(528,775)
Transfer-Out	(528,775)	-	-	-	-	-		-	-	(528,775)
Total Expenditure	(528,775)	(528,775)	-	-	-	-		-	-	(1,057,550)
Budget Thru Amendment #4										
Funding										
Revenue/Loans	24,118,756	4,471,000	1,500,000	331,746	5,115,700	260,000	2,500	-	-	35,799,702
Use Of / (Add To) Fund Bal	11,427,389	-	39,500	-	-	364,761	47,500	-	-	11,879,150
Total Funding Ex Trans-In	35,546,145	4,471,000	1,539,500	331,746	5,115,700	624,761	50,000	-	-	47,678,852
Transfer-in	4,764,689	7,110,296	-	772,309	144,385	-	-	3,889,983	1,378,538	18,060,200
Total Funding	40,310,834	11,581,296	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	65,739,052
Expenditure										
Expenditure - Ex Trans-Out	28,662,034	11,581,296	1,539,500	670,695	1,351,122	624,761	50,000	3,889,983	1,378,538	49,747,930
Transfer-Out	11,648,799	-	-	433,360	3,908,963	-	-	-	-	15,991,122
Total Expenditure	40,310,833	11,581,296	1,539,500	1,104,055	5,260,085	624,761	50,000	3,889,983	1,378,538	65,739,052

Exhibit "A"

FY 24 Budget Amendment #3 - Summary By Fund - Second Hearing

Enterprise Funds										
	Water-Sewer Operating Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)									
	Water Division 64	Sewer Division 35	Water-Sewer Finan Div 61	Water Lines Div 63	Water-Sewer CIP Div 75	Total Water-Sewer Op Fund	Storm Water Op Fund 43	Total Water-Sewer CIP Fund 86	Storm Water CIP Fund 87	Total Enterprise Funds
Budget Thru Amendment #3										
Funding										
Revenue/Loans						11,650,605	2,450,368	3,085,724	1,853,376	19,040,073
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,442,607	2,915,575	3,085,724	1,853,376	20,297,282
Transfer-in						224,271	-	4,767,500	2,990,293	7,982,064
Total Funding	-	-	-	-	-	12,666,878	2,915,575	7,853,224	4,843,669	28,279,346
Expenditure										
Expenditure - Ex Trans-Out	2,459,836	5,010,094	3,328,327	203,752	342,904	11,344,913	1,655,380	7,853,224	4,843,669	25,697,186
Transfer-Out	-	-	1,321,964	-	-	1,321,964	1,260,195	-	-	2,582,159
Total Expenditure	2,459,836	5,010,094	4,650,291	203,752	342,904	12,666,877	2,915,575	7,853,224	4,843,669	28,279,345
Amendment #4										
Funding										
Revenue/Loans						-	-	-	-	-
Use Of / (Add To) Fund Bal						-	-	-	-	-
Total Funding Ex Trans-In						-	-	-	-	-
Transfer-in						-	-	576,275	(1,251,483)	(675,208)
Total Funding	-	-	-	-	-	-	-	576,275	(1,251,483)	(675,208)
Expenditure										
Expenditure - Ex Trans-Out	-	-	-	-	-	-	-	576,275	(1,251,483)	(675,208)
Transfer-Out	-	-	-	-	-	-	-	-	-	-
Total Expenditure	-	-	-	-	-	-	-	576,275	(1,251,483)	(675,208)
Budget Thru Amendment #4										
Funding										
Revenue/Loans						11,650,605	2,450,368	3,085,724	1,853,376	19,040,073
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,442,607	2,915,575	3,085,724	1,853,376	20,297,282
Transfer-in						224,271	-	5,343,775	1,738,810	7,306,856
Total Funding	-	-	-	-	-	12,666,878	2,915,575	8,429,499	3,592,186	27,604,138
Expenditure										
Expenditure - Ex Trans-Out	2,459,836	5,010,094	3,328,327	203,752	342,904	11,344,913	1,655,380	8,429,499	3,592,186	25,021,978
Transfer-Out	-	-	1,321,964	-	-	1,321,964	1,260,195	-	-	2,582,159
Total Expenditure	2,459,836	5,010,094	4,650,291	203,752	342,904	12,666,877	2,915,575	8,429,499	3,592,186	27,604,137

Exhibit "A"

FY 24 Budget Amendment #4 Summary By Line Item
First Hearing

#	Amount	Purpose	Funding Source
1	$560,000	Historic City Hall - Move savings from Northern Water District Project to Cario Lane to provide funding for Historic City Hall; Elevator, Stucco, Repair of Vandalism	Northern Water District Savings
2	Not Used		
3	$55,000	WS – Sewer - Other Contracted Services - for Pumpstation 11-C bypass control and new steel door	Other Professional Services & Vacancies
4	$15,000	Non-Department - Electric Gas Water; unanticipated additional median irrigation	Non-Department - Other Professional Services
5	$989,506	Addition to Fund Balance by reallocation of ARPA funding of Commerce North project (to be funded by SRF) and allocating to projects to comply with ARPA regulations.	Commerce North and Other Professional Services savings
6	$30,000	HR- Other Contract Services – Funding Temp Agency for receptionist	Vacancies
7	$400,000	Funding reallocation for Sesame Str Bridge from GF to CITT funding	Cario Lane CITT Funding
8	$15,000	Town Center – Other Contracted Services – Increase in Air Conditioning Service and Facilities Cleaning Expense	Town Center Bldg Improvements
9	$19,000	PW-Vehicles – Purchase of Heavy Equipment Vehicle Lift	PW-Vehicles Repair-Accident acct
10			
11			

FY 24 Budget Amendment #4- Detail - First Hearing

#				Amendment Details	Budget	Adj	Revised	
1	**Water-Sewer CIP - North Water District-Cairo Lane**							
	WS-CIP	Exp	86-535638	N. Distr. Water Distr - ARPA Funds	800,000	(375,000)	425,000	Move savings of N. Wtr District to Cario Lane providing funding for Historic City Hall: Elevator, Stucco, Repair of Vandalism
	WS-CIP	Exp	86-5356315	Cario Lane -ARPA Funds	2,666,224	375,000	3,041,224	
	Safe Neigh	Exp	44-541820	Cario Lane - Gen Fund Funds	1,205,000	(375,000)	830,000	
	Safe Neigh	Exp	44-541823	Historic City Hall - Gen Fund Funds	1,522,908	560,000	2,082,908	
	Safe Neigh	Trn-In	320-381001	From General Fund	7,014,071	185,000	7,199,071	
	Non-Dept	Trn-out	19-581320	To Safe Neighborhood CIP	7,014,071	185,000	7,199,071	
	GF	Fun-Bal	001-383010	Use of Fund Balance	11,971,164	170,000	12,141,164	
	GF	Rev	001-369942	Insurance Reimbursements	60,000	15,000	75,000	
2	**Not being used**							
3	**Water Sewer - Sewer Services**							
	WS-Swr	Exp	35-535340	Other Contracted Services	165,000	55,000	220,000	Repair Pumpstation 11-C Bypass Control System; New Steel Door for 11-C
	WS-Swr	Exp	35-535312	Other Professional Services	166,750	(50,000)	116,750	
	WS-Swr	Exp	35-535630	Improvements - Other	-	5,000	5,000	
	WS-Swr	Exp	35-535120	Salaries - Regular	251,334	(10,000)	241,334	
4	**Non-Department - Utilities**							
	Non-Dept	Exp	19-519430	Electric Gas Water	130,305	15,000	145,305	Unanticipated Additional Median Irrigation
	Non-Dept	Exp	19-519312	Other Professional Svc	572,000	(15,000)	557,000	
							-	
5	**ARPA - Funding Reallocation**						-	
	ARPA	Exp	15-515545	Rental/Mortgage Assistance	200,000	(19,454)	180,546	Reallocation of ARPA funding to address emerging needs
	ARPA	Exp	15-538312	Other Professional Services	322,562	(294,844)	27,718	
	WS-CIP	Exp	TBD	Sewer Modeling Update	-	150,000	150,000	
	WS-CIP	Exp	TBD	135th Water Main	-	500,000	500,000	
	WS-CIP	Exp	TBD	Water Main/Meter Reloc - Rutland	-	195,000	195,000	
	WS-CIP	Exp	TBD	Sesame Main Relocation (Dollar Gen)	-	205,000	205,000	
	WS-CIP	Exp	86-543638	NW 131St Street	750,000	(37,500)	712,500	
	WS-CIP	Exp	86-541836	Pump Station #4 Relocation	100,000	313,775	413,775	
	WS-CIP	Exp	86-5356317	Pump Station #12 Rehabilitation	750,000	(750,000)	-	
	WS-CIP	Trn-In	445-381105	From ARPA	4,767,500	576,275	5,343,775	
	ARPA	Trn-Out	15-538902	To Water-Sewer CIP Fund	4,767,500	576,275	5,343,775	
	Safe Neigh	Exp	44-541836	Pump Station #4 Relocation	313,775	(313,775)	-	
	Safe Neigh	Trn-In	320-381001	From General Fund	7,199,071	(313,775)	6,885,296	
	GF	Fun-Bal	001-383010	Use of Fund Balance	12,141,164	(313,775)	11,827,389	

Exhibit "A"

Page - 1

FY 24 Budget Amendment #4- Detail - First Hearing

#				Amendment Details	Budget	Adj	Revised	
	Non-Dept	Trn-out	19-581320	To Safe Neighborhood CIP	7,199,071	(313,775)	6,885,296	
	STM-CIP	Exp	87-5386335	Commerce North	1,251,483	(1,251,483)	-	
	STM-CIP	Trn-In	455-381105	From ARPA	2,001,483	(1,251,483)	750,000	
	ARPA	Trn-Out	15-538903	To Stormwater CIP Fund	2,001,483	(1,251,483)	750,000	
	ARPA	Fun-Bal	15-383010	Use of Fund Balance	7,742,045	(989,506)	6,752,539	
							-	
6	**Human Resources - Other Contract Services**						-	
	HR	Exp	13-513340	Other Contract Services	86,500	30,000	116,500	Funding for Temp Agency; Receptionist
	Fin	Exp	17-513120	Salaries - Regular	600,629	(30,000)	570,629	
							-	
7	**Safe Neighborhood - Sesame Street Bridge - Funding Reallocaton**						-	
	Safe Neigh	Exp	44-541840	Sesame Street Bridge	1,300,000	(400,000)	900,000	Funding Reallocation for Sesame Street Bridge from Safe Neighborhood (General Fund Funding) to CITT Funding
	Safe Neigh	Trn-In	320-381001	From General Fund	6,885,296	(400,000)	6,485,296	
	Non-Dept	Trn-Out	19-581320	To Safe Neighborhood CIP	6,885,296	(400,000)	6,485,296	
	GF	Fun-Bal	001-383010	Use of Fund Balance	11,827,389	(400,000)	11,427,389	
	PTP / CITT	Exp	47-541840	Sesame Street Bridge	-	400,000	400,000	
	PTP / CITT	Exp	47-541840	Cairo Lane	800,000	(400,000)	400,000	
							-	
8	**Town Center - Other Contracted Services**						-	
	TCO	Exp	62-519340	Other Contract Services	221,545	15,000	236,545	Increased Air Conditioning and Facilities Cleaning Expense
	TCO	Exp	62-519620	Bldg Improvements	194,000	(15,000)	179,000	
							-	
9	**PW-Vehicles - Machinery & Equipment**						-	
	PW-Veh	Exp	49-541640	Machinery & Equipment	25,000	19,000	44,000	Funding for Heavy Vehicle Lift
	PW-Veh	Exp	49-541466	Vehicle Repair - Accidents	90,000	(19,000)	71,000	

Sponsored by: City Manager

ORDINANCE NO. 24-XXXXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL / DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Castle Opa, LLC intends to construct two commercial buildings, with a showroom and storage area with office and retail space and appropriate parking spaces and landscaping in accordance with the City of Opa-Locka's Land Development Regulations; and

WHEREAS, the applicant, Castle Opa, LLC has submitted a request for comprehensive plan amendment, small scale review to change the Future Land Use Map on approximately 7.58 acres of land located at 1700 Service Road as required by Section 22-51 of the Land Development Regulations, said lands being more particularly described in the attached Exhibit "A"; and

WHEREAS, the Local Planning Agency for the City of Opa-Locka has reviewed the application of Castle Opa, LLC, at a duly noticed public hearing held on March 5, 2024, and the Planning & Zoning Board, siting as the Local Planning Agency has made a recommendation to approve or deny the amendment to the City's Comprehensive Plan Future Land Use Map to change the designation from Low Moderate Density Residential to Industrial; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on March 5, 2024 and recommended denial of this request for comprehensive plan amendment, small scale to change of the Future Land Use designation from Low Moderate Density Residential (LMDR) to Industrial(I); and

WHEREAS, in the exercise of its authority pursuant to Sections 163.3187 and 163.3184, of the Florida Statutes, the City Commission has determined that it is necessary and desirable to amend or not to amend the City's Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from the Low

Moderate Density Residential (LMDR) designation to the Industrial (I) future land use category as shown on the attached Exhibit "B" Attached hereto; and

WHEREAS, the City of Opa-Locka has considered the amendment to the Future Land Use Map for the property located at 1700 Service Road, City of Opa-Locka, Florida and made a determination that amending / not amending the City's Comprehensive Plan Future Land Use Map is appropriate or is appropriate / not appropriate; for the approval / denial of this amendment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR 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. HEARINGS.
Recommendation. The Planning & Zoning Board of the City of Opa-Locka, Florida considered the request of Castle Opa, LLC, and held a public hearing on the matter on March 5, 2024, and made a recommendation to DENY amendment to the Future Land Use Plan Map, on approximately 7.58 acres of land located at 1700 Service Road identified by folios 08-2122-005-2170, to not change the land use designation from Low Moderate Density Residential Designation to Industrial (I) Designation.

SECTION 3.CITY COMMISSION.
The City Commission for the City of Opa-Locka has determined that the Comprehensive Plan designation of Low Moderate Density Residential (LMDR) or Industrial (I) as shown in the proposed City Comprehensive Plan Future Land Use Map attached hereto as Exhibit "B", is /is not the most appropriate comprehensive plan designation for the affected property.

SECTION 4. CONFLICT & REPEALER.
All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 5. SEVERABILITY.
If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6.SCRIVENER'S ERRORS.
Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the 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 7. INCLUSION IN CODE.
It is the intention of the City Commission of the City of Opa-Locka that the provisions, if approved, 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 8. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED First Reading on this _____ day of ____ 2024.

PASSED AND ADOPTED on Second Reading this _____ day of _____, 2024.

_____
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)

Mayor Taylor

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City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by: C46C07C1E8DE492...		
City Manager:	Darvin E. Williams			**CM Signature**			
Commission Meeting Date:	April 24, 2024		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
					X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes** X	**No**	**Yes** X	**No**
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**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager		

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OR DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, Castle Opa, LLC intends to construct two commercial buildings, with a showroom and storage area with office and retail space and appropriate parking spaces and landscaping in accordance with the City of Opa-Locka's Land Development Regulations. The applicant, Castle Opa, LLC has submitted a request for a comprehensive plan amendment, (small scale review) to

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change the Future Land Use Map on approximately the 7.58 acres of land located at 1700 Service Road as required by Section 22-51 of the Land Development Regulations, said lands being more particularly described in the attached Exhibit "A" from Low Moderate Density Residential to Industrial to permit the proposed industrial development.

The City of Opa-Locka the Planning and Zoning Board, has reviewed the application of Castle Opa, LLC, at a duly noticed public hearing held on March 19, 2024, and the Planning & Zoning Board, siting as the Local Planning Agency has made a recommendation to deny the request for a Comprehensive Plan small scale amendment to the Future Land Use Map and not to change the designation from Low Moderate Density Residential (LMDR) to Industrial (I). In accordance with the Land Development Regulations, Section 22-49 G, concerning procedures on matters considered by the City Commission from acts of the Planning & Zoning Board, all recommendations, and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with the notice requirements.

In the exercise of its authority pursuant to Sections 163.3187 and 163.3184, of the Florida Statutes, the City Commission has determined that it is empowered to amend or not to amend the City's Comprehensive Plan Future Land Use Map so that the property for comprehensive planning purposes is changed from the Low Moderate Density Residential (LMDR) designation to the Industrial (I) future land use category as shown on the attached Exhibit "B" Attached hereto.

The City Commission has considered the amendment to the Future Land Use Map for the property located at 1700 Service Road, City of Opa-Locka, Florida and made a determination that amending or not amending the City's Comprehensive Plan Future Land Use Map is appropriate or is not appropriate; the approval or denial of this amendment will promote, protect and improve the general health, safety, appearance and general welfare of the public, and will help accomplish the goals and objectives of the City's Comprehensive Plan.

Financial Impact

Account	Description	Available	Project	Remaining Balance

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends denial of this Land Use Amendment.

Attachment:

Draft Ordinance
PZAB Land Use Application Package
Site Plan
Mail Out
PZAB Meeting Minutes-3-19-24

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2022-2023

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2020-2021 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 4, 2022	August 19, 2022
November 8, 2022	September 16, 2022
December 6, 2022	October 14, 2022
January 3, 2023	November 18, 2022
February 7, 2023	December 16, 2022
March 7, 2023	January 13, 2023
April 4, 2023	February 18, 2023
May 2, 2023	March 17, 2023
June 6, 2023	April 14, 2023
July 11, 2023	May 19, 2023
August 1, 2023	June 16, 2023
September 5, 2023	July 21, 2023

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1503
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Castle Opa LLC

PROPERTY OWNER'S ADDRESS: 11900 Biscayne Blvd., Ste 262, North Miami, FL 33181
Number/Street City State/Zip Code

APPLICANT'S NAME: Hope W. Calhoun, Esq.

APPLICANT'S ADDRESS: 14 SE 4th Street, Suite 36, Boca Raton, FL 33432
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 561-405-3324 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 1700 Service Road
Number/Street

TAX FOLIO NUMBER: 08-2122-005-2170 PRESENT ZONING: R-TH (Residential Townhouse District)

LEGAL DESCRIPTION: 22 52 41 7.58 AC MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLKS 346 & 347-BEG AT NW COR OF BLK 346 S559.46FT SELY ALG S/L BLK 346 FOR 152.25FTNELY 399.88FTN 640.43FTNWLY ARC DIST 52.49FT TH SWLY TO POB LOT SIZE IRREGULAR OR 20964-4155 1202 3

Please check specific request:

___Tentative Plat
___Final Plat
x Comprehensive Plan Amendment: x 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:
Change from Townhouse to Industrial

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

X Completed application form

X Application fee payable to the City of Opa-locka by check or money order

X Copy of property owner's and/or applicant's driver license/photo I.D. & Incorporation Documents (Inc., LLC, ...)

X Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

X 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).

X All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

X Fifteen (15) certified boundary and topographic surveys of the property (two copies size 36 x 24 inches & 13 copies 11 x 17 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)

X Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (two copies size 36 x 24 inches & 13 copies size 11 x 17 inches & at least 7 original Sealed Copies)

X 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)

X Narrative concept must be submitted with application

AFFIDAVIT

I, ELLIOT STONE / Castle Opa LLC, 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.

DocuSigned by:
Elliot Stone
C1C0205C54899B474...
Signature

10/4/2023
Date

Sworn to and subscribed before me:

This 4 day of October 2023

M J Stigliano
Notary Public
Attach copy of identification

My commission expires

NOTARY PUBLIC STATE OF FLORIDA
MAURICE J. STIGLIANO
Commission # HH 105062
Expires July 9, 2025
Bonded Thru Budget Notary Services

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

DocuSign Envelope ID: 0CD6A722-7B14-4341-8BA8-2065FB7FE139

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 ELLIOT STONE | Castle Opa LLC, being first duly sworn, depose and say that I am the owner of the property legally described as:

1700 Service Rd OPA LOCKA, FL 33054
Folio # 08-2122-005-2170
MAGNOLIA GDNS CONSOL PB 50-5 PT of BLKS 346 & 347
BEG AT NW CORNER OF BLK 346 S 559.46FT SELY ALG S/L BLK 346

I do give to Hope Calhoun & Nathanael Cohen + Robert Holland the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun / Nathanael Cohen + Robert Holland 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

10/4/2023
Date

Sworn to and subscribed before me:

This 4 day of October, 2023

Notary Public

My commission expires:

MAURICE J. STIGLIANO
Commission # HH 105062
Expires July 9, 2025
Bonded Thru Budget Notary Services

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: 22 52 41 7.58 AC
MAGNOLIA GDNS CONSOL PB 50-5
PT OF BLKS 346 &
347-BEG AT NW COR OF BLK 346
S559.46FT SELY ALG S/L BLK 346
FOR 152.25FTNELY 399.88FTN
640.43FTNWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20964-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Juan Ramirez PHONE: (954)240-5470

ADDRESS (If different): 1800 Service Rd

Juan Ramirez
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: 22 52 41 7.68 AC
MAGNOLIA GDNS CONSOL PB 50-5
PT OF BLKS 346 &
347-BEG AT NW COR OF BLK 346
S559.46FT SELY ALG S/L BLK 346
FOR 152.25FT NELY 399.88FT N
640.43FT NWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20984-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Russell Ryals PHONE: 305-986376(

ADDRESS (If different): 1841 Rutland Street

Russell Ryals
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

DUNAY MISKEL BACKMAN LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman
Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott
Christina Bilenki
David F. Milledge
Jeffrey Schneider
Sara Thompson

1700 Service Road
Future Land Use Amendment Narrative
October 10, 2023

1700 Service Holdings, LLC ("Applicant") is proposing to develop two buildings on the +/ - 7.58 acre parcel located at 1700 Service Road ("Property"), owned by Castle Opa, LLC ("Owner"). The Property is generally located at the southeast corner of Service Road and NW 18th Avenue in the City of Opa-locka, Florida ("City"). Currently, the Property's zoning designation is Residential Townhouse, R-TH, and the future land use designation is Low-Moderate Density Residential. Additionally, the Property is located within the Corridor Mixed Use Overlay. At this time, Applicant is seeking to redevelop the Property with a showroom and storage with ancillary office/retail space ("Project"). In order to develop the Property as proposed, Applicant is seeking a Future Land Use Map Amendment to change the Property's land use designation to Industrial. In conjunction with the Future Land Use Map Amendment, Applicant is additionally requesting site plan approval and a rezoning to I-1.

Currently, the Property is vacant. Should Applicant's Future Land Use Map Amendment request be approved, the Applicant intends to redevelop the parcel and construct two showrooms consisting of one (1) +/- 61,381 square foot building and one (1) +/- 60,608 square foot building. Included within these commercial buildings will be storage and office or retail space that will complement the proposed showroom use. The Project is located in an ideal location that allows the Project to emphasize the intent of the Corridor Mixed Use Overlay District ("CMU District") by creating a mix of commercial and residential uses that is walkable and located in close proximity to local transit stops. By approving the Future Land Use Map Amendment so that the Applicant may provide the proposed use, the residents located south of State Road 9 will no longer need to cross a major roadway. They simply will need to walk or bike from their homes in order to get to the proposed showroom.

14 S.E. 4th Street, Suite 36, Boca Raton, FL 33432 | Tel: (561) 405-3300 | Fax: (561) 409-2341 | www.dmbblaw.com

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: 22 52 41 7.58 AC
MAGNOLIA GDNS CONSOL PB 50-5
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347-BEG AT NW COR OF BLK 346
S559.46FT SELY ALG S/L BLK 346
FOR 152.25FTNELY 399.88FTN
640.43FTNWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20964-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Russell Ryals PHONE: 305-9863711

ADDRESS (If different): 1841 Rutland Street

Russell Ryals
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 1700 Service Road, Opa Locka / Modani development site

LEGAL DESCRIPTION: 22 52 41 7.58 AC
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347-BEG AT NW COR OF BLK 346
S559.46FT SELY ALG S/L BLK 346
FOR 152.25FTNELY 399.88FTN
640.43FTNWLY ARC DIST 52.49FT TH
SWLY TO POB
LOT SIZE IRREGULAR
OR 20964-4155 1202 3

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Juan Ramirez PHONE: (954)240-5470

ADDRESS (If different): 1800 Service Rd

Juan Ramirez
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Detail by Entity Name

Florida Limited Liability Company
CASTLE OPA LLC

Filing Information

Document Number	L17000091713
FEI/EIN Number	82-1314204
Date Filed	04/25/2017
State	FL
Status	ACTIVE

Principal Address

11900 BISCAYNE BLVD
SUITE 262
NORTH MIAMI, FL 33181

Mailing Address

11900 BISCAYNE BLVD
SUITE 262
NORTH MIAMI, FL 33181

Registered Agent Name & Address

DENBERG, MICHAEL B
200 EAST LAS OLAS BLVD
SUITE 1000
FORT LAUDERDALE, FL 33301

Authorized Person(s) Detail

Name & Address

Title MGR

STONE, ELLIOT
11900 BISCAYNE BLVD SUITE 262
NORTH MIAMI, FL 33181

Annual Reports

Report Year	Filed Date
2021	03/02/2021
2022	03/15/2022
2023	03/21/2023

Document Images

03/21/2023 -- ANNUAL REPORT	View image in PDF format
03/15/2022 -- ANNUAL REPORT	View image in PDF format
03/02/2021 -- ANNUAL REPORT	View image in PDF format

03/02/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
03/01/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Folio	Property Owner Name	Property Address	Property City	Property Zip Code	Mailing Address	Mailing City and State	Mailing Zip Code	Legal Description
08-2122-000-0040	STATE OF FLORIDA	Not Available	Opa-locka	33054-3643	605 SUWANNEE ST	TALLAHASSEE, FL	32399	22 52 41 13.80 AC M/L 100FT S A L R/W ACROSS SEC DESC BEG 2656.19FTS OF NW COR OF SEC 22 FOR POB TH N 60 DEG E 2981.88FT S 02 DEG E 111.90FT S 60 DEG W 1706.46FT SELY AD 433.15FT N 29 DEG W 40.10FT S 60 DEG W 844.77FT N 02 DEG W 111.90FT TO POB & BEG NE COR OF SEC 22 TH S 02 DEG E 40.19FT SWLY AD 336.77FT S 60 DEG W 2656.73 FT N 02 DEG W 111.90FT N 60 DEG E 2606.53FT NELY AD 245.65FT N 87 DEG E 121.99FT TO POB
08-2122-000-0300	FAY PLASNIE CORP TRS	Not Available	Opa-locka	33054-0000	610 NE 183 ST # 207	MIAMI, FL	33169	22 52 41 .14 AC NE50FT OF SW100FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W AKA L2 BLK 1 UNREC LOT SIZE 50.000 X 140 COC 24052-1387 11 2005 1

08-2122-000-0310	PALMETTO HOMES URBAN	Not Available	Opa-locka	33054-0000	4952 NW 7 AVE	MIAMI, FL	33127	22 52 41 .14 AC NE50FT OF SW150FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W LOT SIZE 50.000 X 140 COC 25548-2003 02 2007 1
08-2122-000-0320	LOU INVESTMENT GROUP CORP	1756 ALI BABA AVE	Opa-locka	33054-2834	1765 ALIBABA AVE 3	OPA LOCKA, FL	33054	22 52 41 .14 AC NE50FT OF SW200FT OF N1/2 OF NE1/4 OF NE1/4 BETWEEN ALI BABA AVE & SAF R/W LOT SIZE 50.000 X 140 COC 24663-0111 04 2006 1
08-2122-000-0330	TRUE SPIRIT OF CHRIST OUR	1752 ALI BABA AVE	Opa-locka	33054-2834	PO BOX 541676	OPA LOCKA, FL	33054	22 52 41 .286 AC M/L BEG 200FTNELY OF NE COR OF LOT 4 BLK 14 OF PB 40-80 CONT NELY50FT SELY125FT SWLY50FT NWLY125FT TO POB & NE 50FT OF SW 300FT OF N/2 OF NE1/4 OF NE1/4 BET ALI BABA AVE & SAF R/W AKA LOT 6 BLK 1 MAGNOLIA 3RD ADD U/R LOT SIZE 12500 SQ FT M/L

08-2122-000-0340	ACRE TRUST	1742 ALI BABA AVE	Opa-locka	33054-2834	20533 BISCAYNE BLVD #4118	AVENTURA, FL	33180	22 52 41 NE50FT OF SW350FT OF N1/2 OF NE 1/4 OF NE1/4 BET ALI BABA AVE & SAF R/W AKA LOT 7 BLK 1 MAGNOLIA 3RD ADD U/R LOT SIZE 50.000 X 140 OR 20315-3975 0302 1
08-2122-000-0350	NEIGHBORHOOD HOUSING LLC	1736 ALI BABA AVE	Opa-locka	33054-2834	490 OPA LOCKA BLVD #20	OPA LOCKA, FL	33054	22 52 41 .14 AC NE50FT OF SW400FT OF N1/2 OF NE1/4 OF NE1/4 BETW ALIBABA AVE & SAF R/W A/K/A LOT 8 BLK 1 MAGNOLIA SUB 3RD ADD UR LOT SIZE 50 X 140 COC 25589-4886 04 2007 3
08-2122-000-0360	SONLIGHT MISSIONARY BAPT CH	1732 ALI BABA AVE	Opa-locka	33054-2834	1732 ALI BABA AVE	OPA LOCKA, FL	33054-2834	22 52 41 .14 AC NE50FT OF SW450FT OF N1/2 OF NE1/4 OF NE1/4 BETW ALIBABA AVE & SAF R/W LOT SIZE 50.000 X 140 OR 12745-3181 1285 4
08-2122-000-0370	SONLIGHT MISSIONARY BAPT CH	Not Available	Opa-locka	33054-0000	1732 ALI BABA AVE	OPA LOCKA, FL	33054-2834	22 52 41 .14 AC NE50FT OF SW500FT OF N1/2 OF NE1/4 OF NE1/4 BETW ALIBABA AVE & SAF R/W LOT SIZE 50.000 X 140 OR 12812-2574 0386 6

08-2122-000-0380	MIAMI DADE COUNTY	1782 NW 151 ST	Opa-locka	33054-2877	111 NW 1ST ST STE 2460	MIAMI, FL	33128	22 52 41 .13 AC BEG AT X S/L NW 151 ST & S/L ALI BABA AV E43.724FT M/L SE105.162FT M/L SW50FT NW125FT NE11.035FT M/L TO POB LOT SIZE IRREGULAR OR 16521-3357 0994 4
08-2122-000-0390	A & T TRADERS INC	Not Available	Opa-locka	33054-0000	17501 NW 54 AVE	MIAMI, FL	33055-3518	22 52 41 .10 AC BEG 43.724FT M/L E OF X S/L NW 151 ST & S/L ALIBABA, SE105.162FT M/L NE50FT NW79.706FT M/L W56.107 FT TO POB LOT SIZE 4356 SQUARE FEET OR 16599-0468 1194 5
08-2122-000-0400	A & T TRADERS INC	1710 NW 151 ST	Opa-locka	33054-2877	14085 NW 27 AVE	MIAMI, FL	33054-3654	22 52 41 .109 AC M/L BEG NE COR LOT 4 BLK 14 PB 40-80 TH NELY511.035FT E99.83FT TO POB TH E106.897FT S32.7FT SWLY80.44 FT ALG NW R/W/L SAL RR TH NW 79.706FT TO POB LOT SIZE 4731 SQ FT OR 16599-0467 1194 1
08-2122-000-0401	CITY OF OPA LOCKA	Not Available	Opa-locka	33054-0000	777 SHARAZAD BLVD	OPA LOCKA, FL	33054-3521	22 52 41 .021 AC M/L BEG NE COR LOT 4 BLK 14 PB 40-80 NELY 511.03FT E206.73FT TO POB TH E57FT SWLY 65.72FT N32.7FT TO POB LOT SIZE 932 SQ FT OR 9331-206

08-2122-005-2161	M & N PROPERTY INVESTMENT INC	Not Available	Opa-locka	33054-0000	14566 NW 22 AVE	OPA LOCKA, FL	33054-3715	MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLK 345 DESC - BEG 559.46FTS OF NW COR BLK 346 TH S111.89FT NELY165.94FT TO X S/L BLK 346 NWLY152.25FT TO POB LOT SIZE 8280 SQUARE FEET OR 18373-4593/18412-3956 1098 2
08-2122-005-2170	CASTLE OPA LLC	1700 SERVICE RD	Opa-locka	33054-3750	11900 BISCAYNE BLVD STE 262	NORTH MIAMI, FL	33181	22 52 41 7.58 AC MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLKS 346 & 347-BEG AT NW COR OF BLK 346 S559.46FT SELY ALG S/L BLK 346 FOR 152.25FTNELY 399.88FTN 640.43FTNWLY ARC DIST 52.49FT TH SWLY TO POB LOT SIZE IRREGULAR OR 20964-4155 1202 3
08-2122-005-2180	CITY OF OPA LOCKA	2100 N BURLINGTON ST	Opa-locka	33054-0000	777 SHARAZAD BLVD	OPA LOCKA, FL	33054-3521	22 52 41 25.595 AC M/L MAGNOLIA GDNS CONSOL PB 50-5 THAT PT OF BLKS 345 TO 349 INC PER DB 3974-276 & OR 11494-940 & 937 & TR A LESS THAT PORT AS PER DB 280-591 BLKS 357 & 358 OF PB 49-71 A/K/A PARK & REC & SENIOR CITIZEN CENTER

08-2122-006-0140	DENISE H SWASEY LE	1880 SERVICE RD	Opa-locka	33054-3751	3520 NW 213 ST	MIAMI GARDENS, FL	33056	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 14 BLK 337 LOT SIZE 50.000 X 100 OR 16509-2428 0794 5 COC 26347-0200 26538-0431 0408 3
08-2122-006-0150	YVETTE WALKER	1870 SERVICE RD	Opa-locka	33054-3751	1870 SERVICE RD	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 15 BLK 337 LOT SIZE 50.000 X 100 OR 18457-3046 0199 4
08-2122-006-0160	RETEVEA BAIN	1860 SERVICE RD	Opa-locka	33054-3751	1860 SERVICE RD	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 16 BLK 337 LOT SIZE 50.000 X 100 OR 13491-3713 1187 4 COC 23142-3269 03 2005 4
08-2122-006-0170	YOSVANI ORBIZ	1850 SERVICE RD	Opa-locka	33054-3751	1850 SERVICE RD	OPA-LOCKA, FL	33054	22 52 41 PB 49-54 MAGNOLIA GDNS CONSOLIDATED LOT 17 BLK 337 LOT SIZE 50.000 X 100 OR 21948-1006 12 2003 1 COC 25582-1091 04 2007 1
08-2122-006-0180	ESTATE OF FLETA MOSLEY	1840 SERVICE RD	Opa-locka	33054-3751	1840 SERVICE RD	OPA LOCKA, FL	33054-0000	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 18 BLK 337 LOT SIZE 50.000 X 100 OR 11506-465 0782 4
08-2122-006-0190	ROSA MAE JAMES	1830 SERVICE RD	Opa-locka	33054-3751	1830 STATE RD SERVICE ST	OPA LOCKA, FL	33054-0000	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 19 BLK 337 LOT SIZE 50.000 X 100 OR 11543-1061 0582 5

08-2122-006-0200	YAJAIRA FLORENCIA CASTRO	1820 SERVICE RD	Opa-locka	33054-3751	1820 SERVICE RD	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 20 BLK 337 LOT SIZE 50.000 X 100
08-2122-006-0210	JUAN RAMIREZ	1810 SERVICE RD	Opa-locka	33054-3751	17910 NW 84 AVE	HIALEAH, FL	33015	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 21 BLK 337 LOT SIZE 50.000 X 100 COC 26368-1299 11 2007 5
08-2122-006-0220	JUAN RAMIREZ	1800 SERVICE RD	Opa-locka	33054-3751	17910 NW 84 AVE	HIALEAH, FL	33015	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 22 BLK 337 LOT SIZE 58.820 X 100 COC 24865-0801 08 2006 1
08-2122-006-0230	ANGELINA PORTER	1801 RUTLAND ST	Opa-locka	33054-3738	21046 NE 5TH CT	MIAMI, FL	33179-1820	MAGNOLIA GARDENS CONSOILIDATED PB 49-54 LOT 23 BLK 337 LOT SIZE 41.560 X 100 OR 18018-0666/0667 0198 4
08-2122-006-0240	DERAK THOMPKINS	1811 RUTLAND ST	Opa-locka	33054-3738	1811 RUTLAND STREET	OPA LOCKA, FL	33054-3738	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 24 BLK 337 LOT SIZE 50.000 X 100 OR 20056-4884 1101 1
08-2122-006-0250	MOHAMED ESHIBA	1821 RUTLAND ST	Opa-locka	33054-3738	6820 RUE VERSAILLES DR	MIAMI BEACH, FL	33141	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 25 BLK 337 LOT SIZE 50.000 X 100 OR 18577-0940 0499 1

08-2122-006-0260	DANIELLA MULLER JTRS	1831 RUTLAND ST	Opa-locka	33054-3738	1225 NW 124 STREET	MIAMI, FL	33167	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 26 BLK 337 LOT SIZE 50.000 X 100 OR 16411-3221 0594 1
08-2122-006-0270	RUSSELL RYALS JR	1841 RUTLAND ST	Opa-locka	33054-3738	1841 RUTLAND ST	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 27 BLK 337 LOT SIZE 50.000 X 100 OR 21208-3688 03/2003 4
08-2122-006-0280	CEOLA WALKER EST OF	1851 RUTLAND ST	Opa-locka	33054-3738	1851 RUTALAND ST	OPA LOCKA, FL	33054-3738	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 28 BLK 337 LOT SIZE 50.000 X 100 OR 19869-1421 0801 5
08-2122-006-0290	ISIS PEREZ	1861 RUTLAND ST	Opa-locka	33054-3738	1861 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 29 BLK 337 LOT SIZE 50.000 X 100 OR 20623-3128 0802 1 COC 25078-1738 10 2006 3
08-2122-006-0300	ROLLICE CLARKE	1871 RUTLAND ST	Opa-locka	33054-3738	1871 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 30 BLK 337 LOT SIZE 50.000 X 100
08-2122-006-0310	HENRY TAMAYO	1881 RUTLAND ST	Opa-locka	33054-3738	1881 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 31 BLK 337 LOT SIZE 50.000 X 100 COC 23281-3132 04 2005 4 PROBATE 16465 CA 24 20050306

08-2122-006-0580	GUDELIA VASALLO RODRIGUEZ	1880 RUTLAND ST	Opa-locka	33054-3739	1880 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 14 BLK 338 LOT SIZE 50.000 X 100 OR 18348-1605 1297 1 COC 23760-1110 07 2005 4
08-2122-006-0590	ANTONIO GREGORIO VASALLO	1870 RUTLAND ST	Opa-locka	33054-3739	2901 WEST 16 AVE	HIALEAH, FL	33012	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 15 BLK 338 LOT SIZE 50.000 X 100 OR 9960 939 0278 4 COC 23074-2989 01 2005 1
08-2122-006-0600	SERGE A PAUL	1860 RUTLAND ST	Opa-locka	33054-3739	1860 RUTLAND ST	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 16 BLK 338 LOT SIZE 50.000 X 100 OR 12701-1546 1185 4
08-2122-006-0610	EROS CASTRO	1850 RUTLAND ST	Opa-locka	33054-3739	1850 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 17 BLK 338 LOT SIZE 50.000 X 100 OR 21243-2871 042003 4 COC 23207-3814 03 2005 1
08-2122-006-0620	BUFI & SALE LLC	1840 RUTLAND ST	Opa-locka	33054-3739	20515 E COUNTRY CLUB DR	AVENTURA, FL	33180	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 18 BLK 338 LOT SIZE 50.000 X 100 OR 18877-1301/23141-2890 0999 4
08-2122-006-0630	SUSAN SIMMONDS	1830 RUTLAND ST	Opa-locka	33054-3739	1830 RUTLAND ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 19 BLK 338 LOT SIZE 50.000 X 100

08-2122-006-0640	INNOVA ASSET HOLDINGS LLC	1820 RUTLAND ST	Opa-locka	33054-3739	PO BOX 310686	MIAMI, FL	33231	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 20 BLK 338 LOT SIZE 50.000 X 100 OR 17913-0589 1297 1
08-2122-006-0650	MARCUS J BRAXTON	1810 RUTLAND ST	Opa-locka	33054-3739	7900 NW 3 ST APT 14-201	PEMBROKE PINES, FL	33024	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 21 BLK 338 LOT SIZE 50.000 X 100 OR 17892-242- 1297 1 COC 25880-4081 08 2007 5
08-2122-006-0660	SHANEKA DENISE REYNOLDS	1800 RUTLAND ST	Opa-locka	33054-3739	PO BOX 292923	DAVIE, FL	33329	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 22 BLK 338 LOT SIZE 58.820 X 100 OR 20050-3433 1101 1
08-2122-006-0670	GLOBALI LLC	1801 WILMINGTON ST	Opa-locka	33054-3760	200 178 DR #305	SUNNY ISLES BEACH, FL	33160	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 23 BLK 338 LOT SIZE 41.560 X 100 OR 21226-4415 042003 3 COC 22926-3071 12 2004 4
08-2122-006-0680	AGL PROP INC	1811 WILMINGTON ST	Opa-locka	33054-3760	13499 BISCAYNE BLVD #TS2	MIAMI, FL	33181	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 24 BLK 338 LOT SIZE 50.000 X 100 OR 19874-1053 0801 1
08-2122-006-0690	LINDA PHILLIPS	1821 WILMINGTON ST	Opa-locka	33054-3760	1821 WILMINGTON ST	OPA LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 25 BLK 338 LOT SIZE 50.000 X 100 75R-243242

08-2122-006-0700	HELEN BROOKS	1831 WILMINGTON ST	Opa-locka	33054-3760	1500 NW 3 ST #105	DEERFIELD BEACH, FL	33442	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 26 BLK 338 LOT SIZE 50.000 X 100 OR 20053-0593 1101 5 COC 25695-0989 02 2007 5
08-2122-006-0710	JAMES H SIMMONS JR	1841 WILMINGTON ST	Opa-locka	33054-3760	1841 WILMINGTON ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 27 BLK 338 LOT SIZE 50.000 X 100
08-2122-006-0720	ROSALIE ANNE GALLE	1851 WILMINGTON ST	Opa-locka	33054-3760	1411 SOUTH 25 AVE	HOLLYWOOD, FL	33020	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 28 BLK 338 LOT SIZE 50.000 X 100 CASE 2012 A-00146 TC 83019
08-2122-006-0730	SUGEY MILENA ALVAREZ	1861 WILMINGTON ST	Opa-locka	33054-3760	1861 WILMINGTON ST	OPA-LOCKA, FL	33054	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 29 BLK 338 LOT SIZE 50.000 X 100 OR 20667-4601 0802 4 COC 23894-1923 10 2005 6
08-2122-006-0740	SHANEKA REYNOLDS	1871 WILMINGTON ST	Opa-locka	33054-3760	PO BOX 292923	DAVIE, FL	33329	MAGNOLIA GARDENS CONSOLIDATED PB 49-54 LOT 30 BLK 338 LOT SIZE 50.000 X 100 OR 20136-2912 1201 1
08-2122-039-1720	THE MIRAGE AT SAILBOAT COVE	Not Available	Opa-locka	33054-0000	800 WEST AVENUE #C1	MIAMI BEACH, FL	33139	MIRAGE AT SAILBOAT COVE PB 166-086 T-22157 TR A (LAKE) LOT SIZE 14.12 AC FAU 08 2122 000 0190 0194 & 012 0130

30-2114-000-0090	STATE OF FLORIDA	Not Available	Miami	33169-0000	1000 NW 111 AVE	MIAMI, FL	33172	14 52 41 15.35 AC 100FT SAL R/W THRU SEC FORMERLY SEABOARD COASTLINE RR CO COMPTROLLER DOT PER 13675-3540 0588 3
30-2123-000-0040	SKIRAQUI LLC	Not Available	Miami	33167-0000	335 S BISCAYNE BLVD #1709	MIAMI, FL	33131	23 52 41 5.20 AC M/L S1/2 OF NW1/4 OF NW1/4 LYING W OF SPUR CANAL LOT SIZE IRREGULAR OR 11950-2206 1083 3 COC 24607-2993 03 2006 2
30-2123-000-0080	SKIRAQUI LLC	Not Available	Miami	33167-0000	335 S BISCAYNE BLVD #1709	MIAMI, FL	33131	23 52 41 15.5 AC N1/2 OF NW1/4 OF N1/4 LYG W & NWLY OF BISC CANAL SPUR 1 LESS ST RD 9 & LESS SAL RY & LESS O-G & M RTS LOT SIZE IRREG OR 11950-2206 1083 3 COC 24607-2993 03 2006 2
30-2123-000-0200	CSX TRANSPORTATION INC	Not Available	Miami	33054-0000	500 WATER STREET	JACKSONVILLE, FL	32202-0000	23 52 41 .02 AC FRACTIONAL PART 100FT SAL R/W LYING IN NW1/4 OF NW1/4 OR 15774-1300 0886 5
30-2123-021-0010	MIAMI-DADE COUNTY	Not Available	Miami	33167-0000	275 NW 2 ST 4FL	MIAMI, FL	33128-1794	23 52 41 1.47 AC JEB ESTATES PB 58-77 TRACT A LOT SIZE 64033 SQUARE FEET

30-2123-022-1240	RODERICK D VEREEN	14630 NW S RIVER DR	Miami	33167-1027	14630 S RIVER DR	MIAMI, FL	33167-1027	23 52 41 1.19 AC BISC GDNS SEC F PB 44-46 PT LOT 125 LOT SIZE 100.000 X 515 OR 19742-3500 06 2001 6
30-2123-022-1250	RODERICK D VEREEN	14620 NW S RIVER DR	Miami	33167-1027	14630 S RIVER DR	MIAMI, FL	33167	23 52 41 1.19 AC PB 44-46 BISCAYNE GARDENS SEC F PT 1 LOT 126 LOT SIZE 100.000 X 515 75R-15416 COC 22684-2278 09 2004 1
30-2123-022-1260	OSVALDO MONDEJA GONZALEZ	14610 NW S RIVER DR	Miami	33167-1027	14610 NW S RIVER DR	MIAMI, FL	33167	23 52 41 1.19 AC PB 44-46 BISCAYNE GARDENS SEC F PART 1 LOT 127 LOT SIZE 100.000 X 515 73R-61001
30-2123-022-1270	JOSEPH SOMERS &W GLORIA	14600 NW S RIVER DR	Miami	33167-1027	14600 S RIVER DRIVE	MIAMI, FL	33167-1027	23 52 41 1.15 AC PB 44-46 BISCAYNE GARDENS SEC F PART 1 LOT 128 LOT SIZE 100.000 X 515 OR 17611-4588 0397 1
34-2115-000-0040	CSX TRANSPORTATION INC	Not Available	Miami Gardens	33054-0000	500 WATER STREET	JACKSONVILLE, FL	32202-0000	15 52 41 .07 AC FRACTIONAL PART OF 100FT SAL R/W LYING IN SE1/4 OF SE1/4 OR 15774-1300 0886 5 F/A/U 30-2115-000-0040

MODANI BUILDING 1

1700 SERVICE ROAD
OPA-LOCKA, FL 33054

MIA23-0011-00
COVER SHEET
10/09/2023

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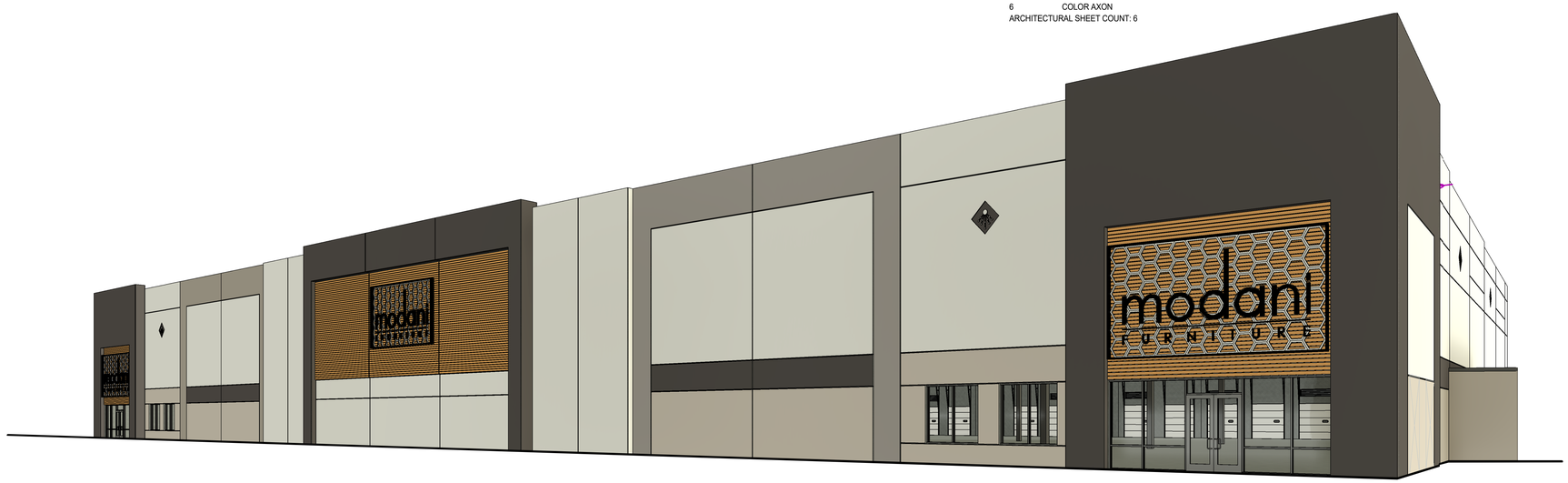
REINALDO A. GOMEZ AR0013736
STATE OF FLORIDA
REINALDO A. GOMEZ
AR0013736
REGISTERED ARCHITECT

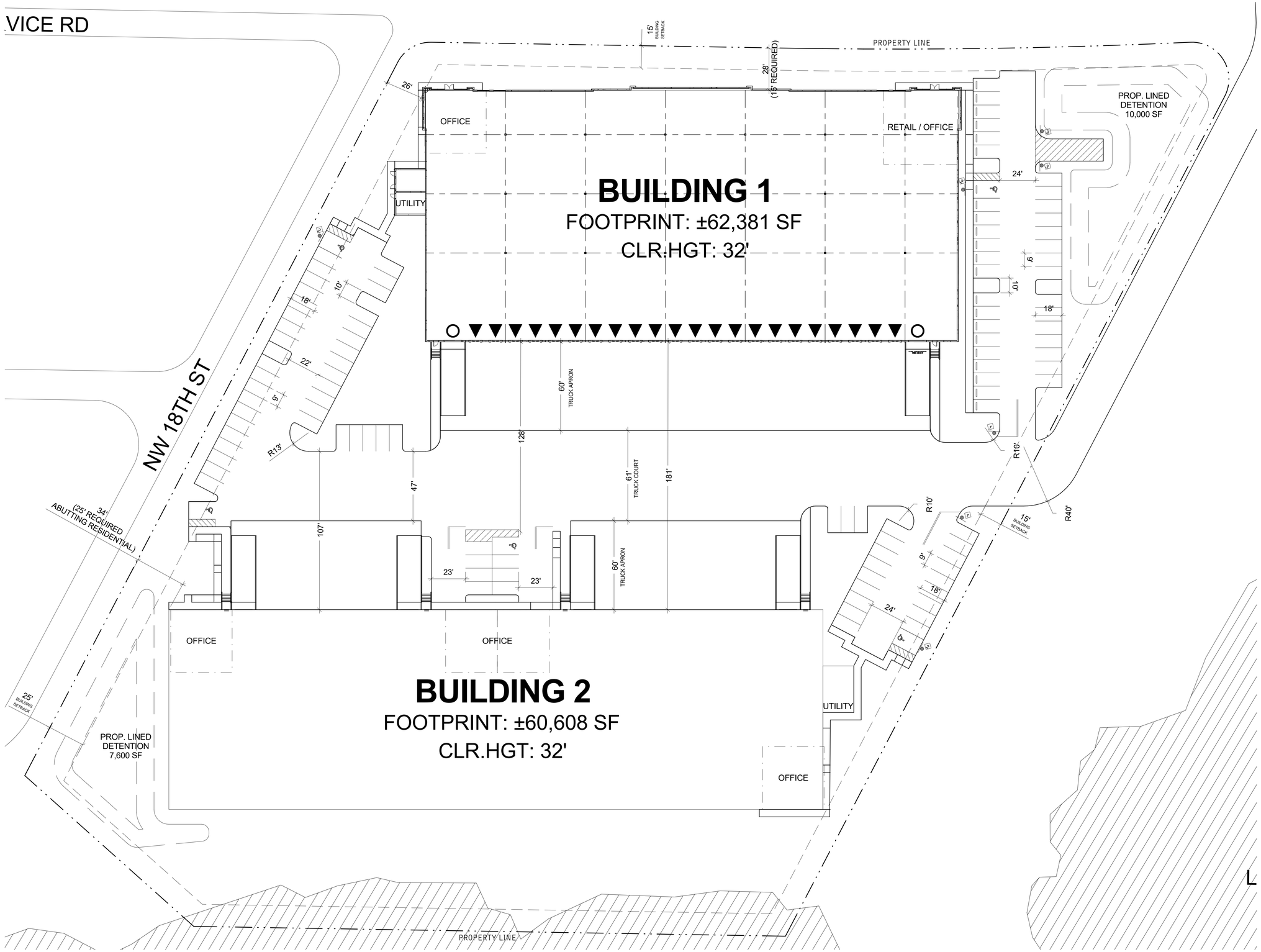
10/09/2023

ARCHITECTURAL

1 COVER SHEET
2 SITE PLAN
3 FLOOR PLAN
4 ROOF PLAN
5 EXTERIOR ELEVATIONS / TYP. BUILDING SECTION
6 COLOR AXON

ARCHITECTURAL SHEET COUNT: 6





DEVELOPMENT STANDARDS

SITE AREA:		7.62 AC
GROSS:		331,963 SF
DETENTION:	5.3%	17,600 SF
NET:		00.40 AC
BUILDING 1 FOOTPRINT:		62,381 SF
BUILDING HEIGHT:		43'
BUILDING USE:		
WAREHOUSE		55,605 SF
OFFICE		6,120 SF
COVERAGE:		
GROSS:		37%
NET:		39%
PARKING REQUIRED:		
WAREHOUSE	1/2,500 SF	22 STALLS
OFFICE	1/400 SF	16 STALLS
TOTAL		38 STALLS
PARKING PROVIDED:		53 STALLS
AUTO:		
REQ. ACCESSIBLE		*3 STALLS*
TRAILER:		N/A
TRUCK DOCKS:		
DOCK-HIGH DOORS		22
KNOCK-OUTS		6
GRADE-LEVEL DOORS		2

DEVELOPMENT STANDARDS

ZONING:		I-1	1
MAX. F.A.R.:		3.00	
MAX. COVERAGE:		TBD	4
MAX. HEIGHT:		45 FT	3
BUILDING SETBACKS:			
FRONT:		15 FT	
SIDE:		0 FT	
REAR:		15 FT	
LANDSCAPE SETBACKS:			
FRONT:		TBD	4
SIDE:		TBD	4
REAR:		TBD	4
LANDSCAPE REQ,:		25%	
OFF-STREET PARKING:			
STANDARD:		9x18	
COMPACT:		8x17	
COMPACT %:		30%	
DRIVE AISLE:		22 FT	
FIRE LANE:		26 FT	
OVERHANG:		TBD	4
TREE WELL:		TBD	4
REQ. PARKING RATION BY USE:			
WAREHOUSE:		1/2500 SF	
OFRFICE:		1/400 SF	

NOTES:
1. ASSUME REZONE FROM R-TH TO I-1

2. 50FT FROM ANY RESIDENTIAL DISTRICT WITH AT LEAST A 30 FT LANDSCAPED BUFFER

3. OR 3 STORIES, WHICHEVER IS LESS.

4. TO BE DETERMINED BY CITY

REINALDO A. GOMEZ AR0013736

STATE OF FLORIDA · REINALDO A. GOMEZ · AR0013736 · REGISTERED ARCHITECT

10/09/2023

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed.

1" = 30'
0 15' 30' 60' NORTH

modani FURNITURE

SITE PLAN

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

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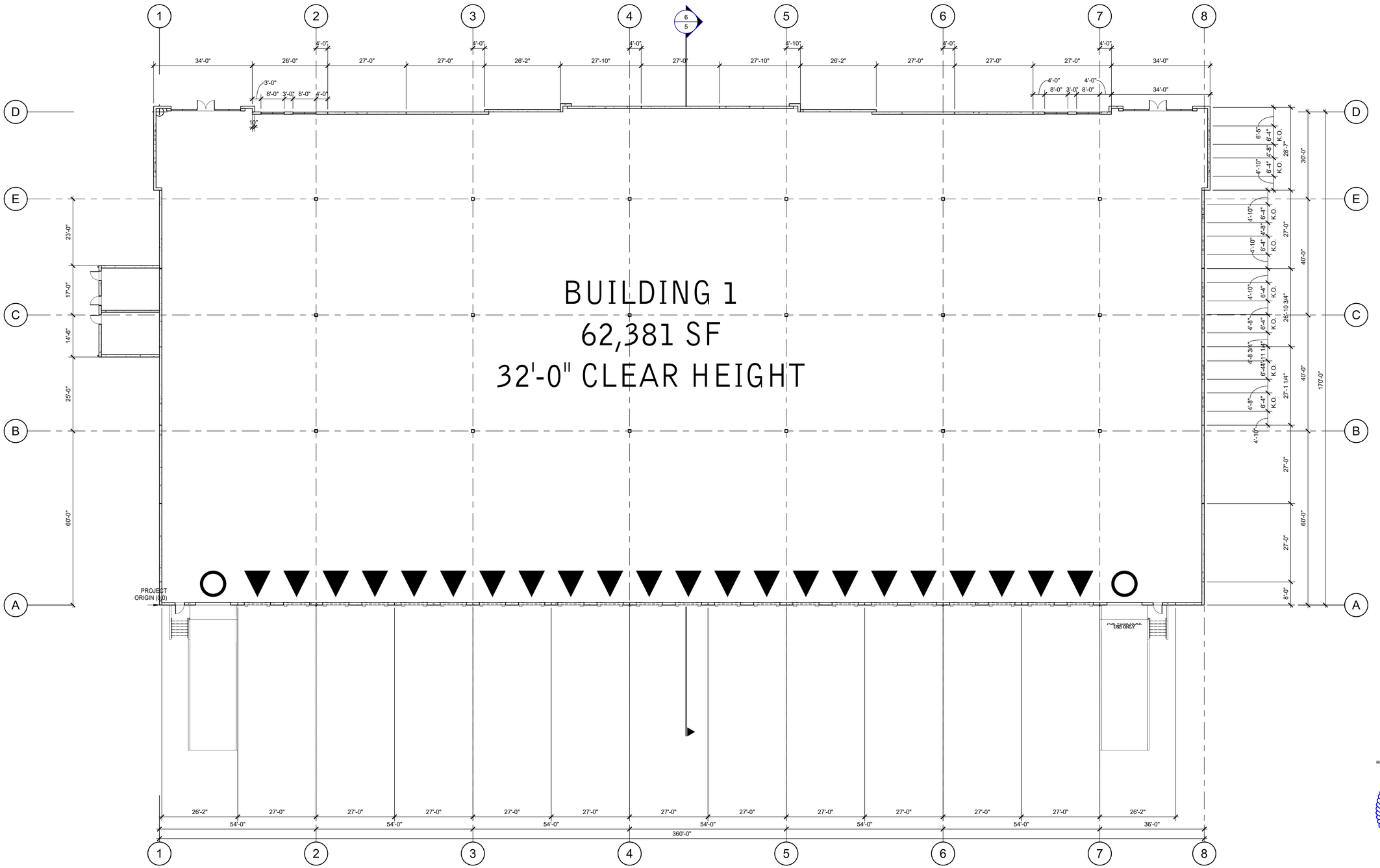
10/09/2023

SHEET 2



REINALDO A. GOMEZ AR0013736

STATE OF FLORIDA · REINALDO A. GOMEZ · AR0013736 · REGISTERED ARCHITECT

10/09/2023

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1/16"=1'-0"

0 8' 16' 32'

NORTH

modani FURNITURE

FLOOR PLAN

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

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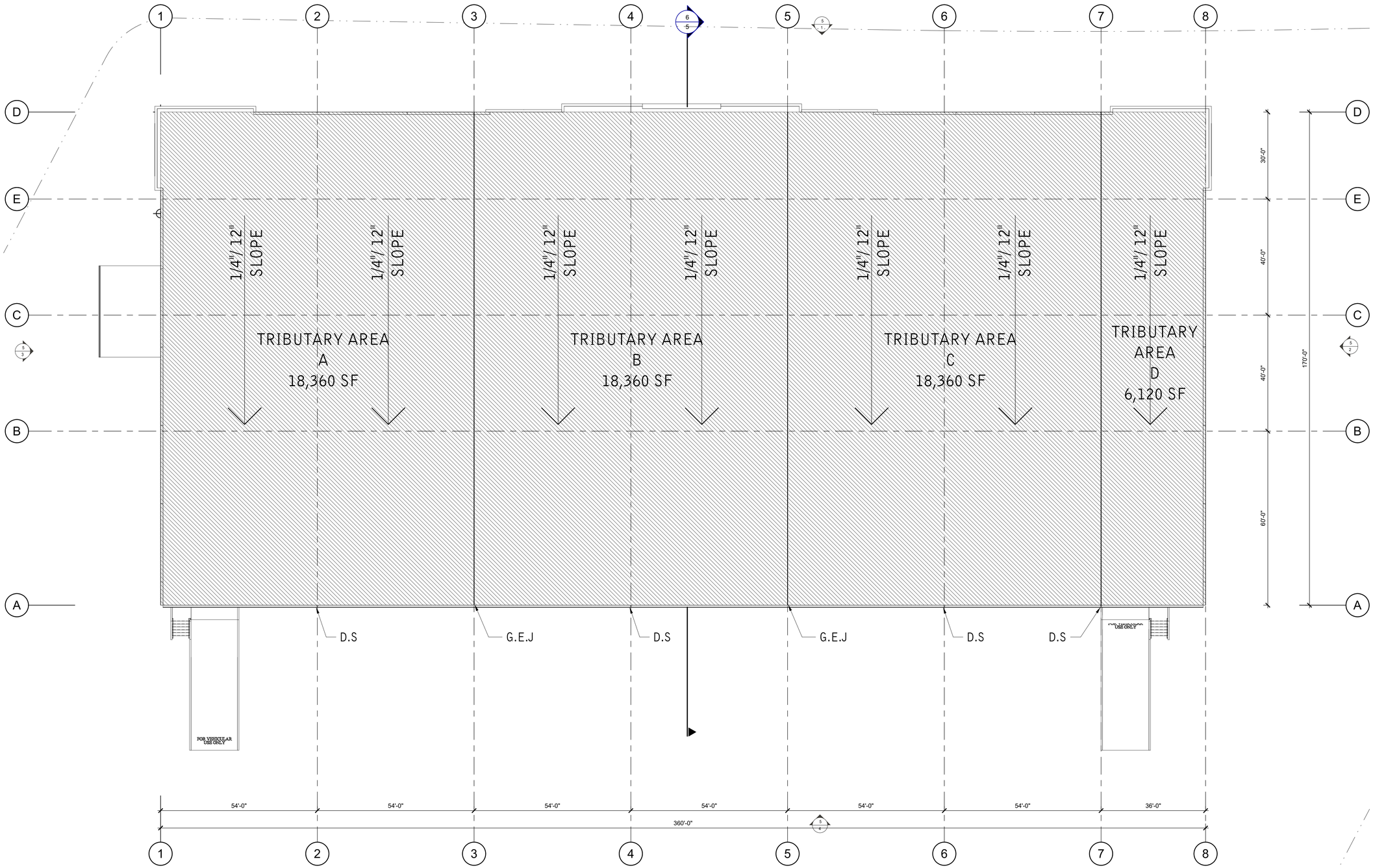
MIA23-0011-00
10/09/2023

SHEET 3



ROOF CALCULATIONS

NOTE: ALL HORIZONTAL AND VERTICAL LEADER SIZES HARE SIZED PER SECTION 1106 AND BASED ON 5" RAIN FALL ALL PER HOUR PER FIGURE 1106.1 OF FLORIDA PUMBLING CODE.

ROOF DRAIN A OVER CALCULATION.
ROOF DRAIN TRIBUTARY AREAS:

TRIBUTARY AREA A	=	18,360 SF
TRIBUTARY AREA B	=	18,360 SF
TRIBUTARY AREA C	=	18,360 SF
TRIBUTARY AREA D	=	6,120 SF
TOTAL AREA	=	61,200 SF

RWL SIZE REQUIRED:	6" x 8" REQUIERED UP TO 1208 GPM SF WITH 5" PER HOUR RAINFALL RATE PER TABLE 1106.3 AND FIG. 1106.1 FBC 2017-PUMBLING.
RWL SIZE PROVIDED:	8" x 8"
NO. OF DOWNSPOUTS REQUIRED:	4
NO. OF DOWNSPOUTS PROVIDED:	22
GUTTER REQUIRED:	4" x 10" SQUARE GUTTER @ 4% SLOPE.
GUTTER PROVIDED:	10" x 10" SQUARE GUTTER. @ 4% SLOPE ON 5 INCH
RAINFALL RATE:	5" PER HOUR.

REINALDO A. GOMEZ AR0013736

STATE OF FLORIDA · REINALDO A. GOMEZ · AR0013736 · REGISTERED ARCHITECT

10/09/2023

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1/16"=1'-0"
0 8' 16' 32'
NORTH

modani FURNITURE

ROOF PLAN

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

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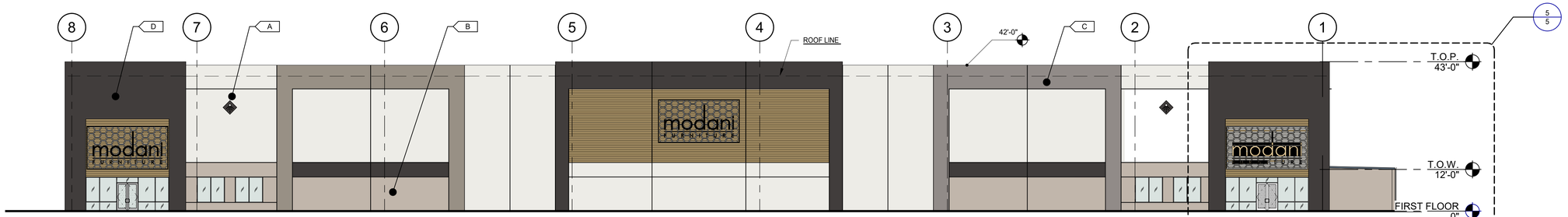
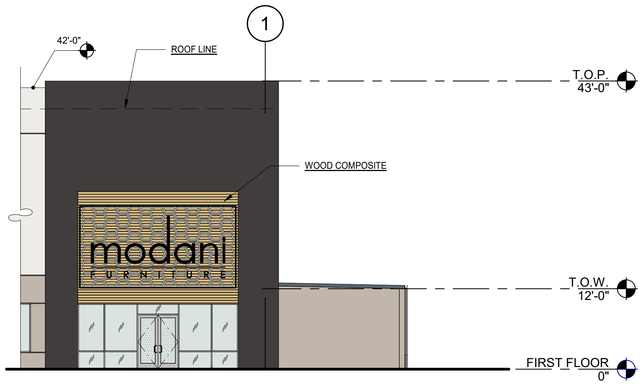
MIA23-0011-00
10/09/2023

SHEET 4



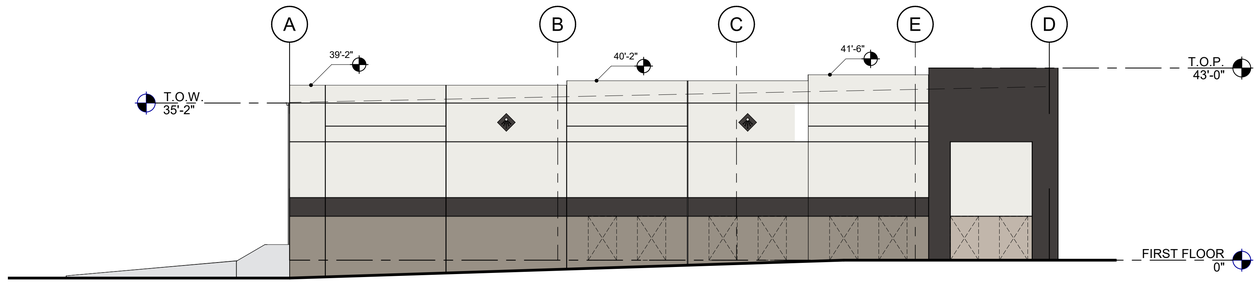
NORTH WEST EXTERIOR ELEVATION 1

SCALE: 1/16" = 1'-0"



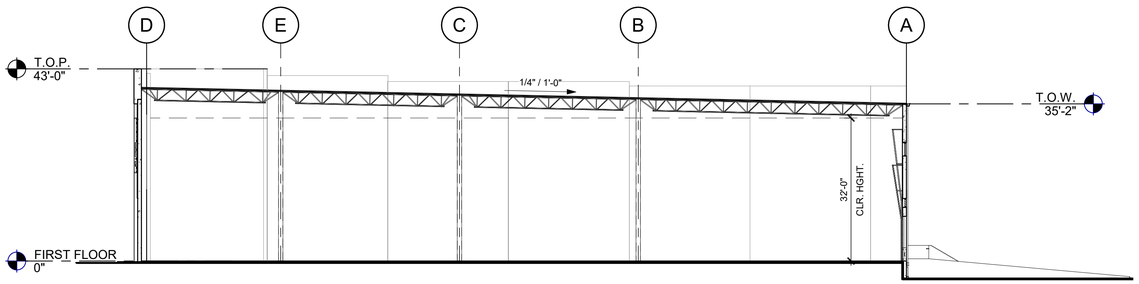
ENLARGE TYP. ENTRACE ELEVATION 5

SCALE: 3/32" = 1'-0"



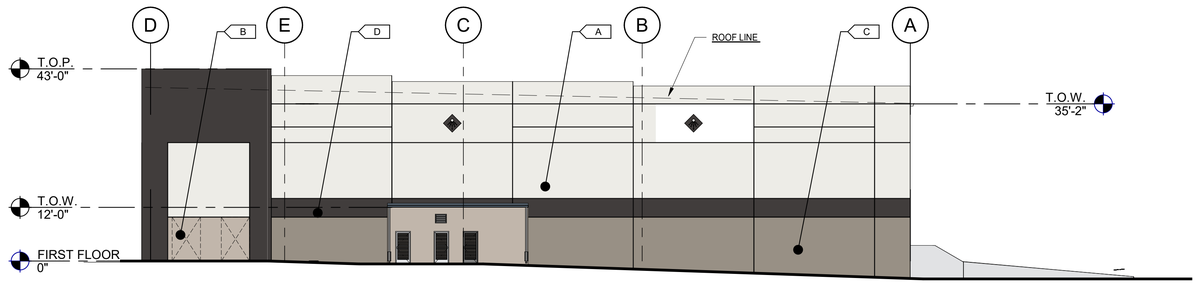
NORTH EASTEXTERIOR ELEVATION 2

SCALE: 1/16" = 1'-0"



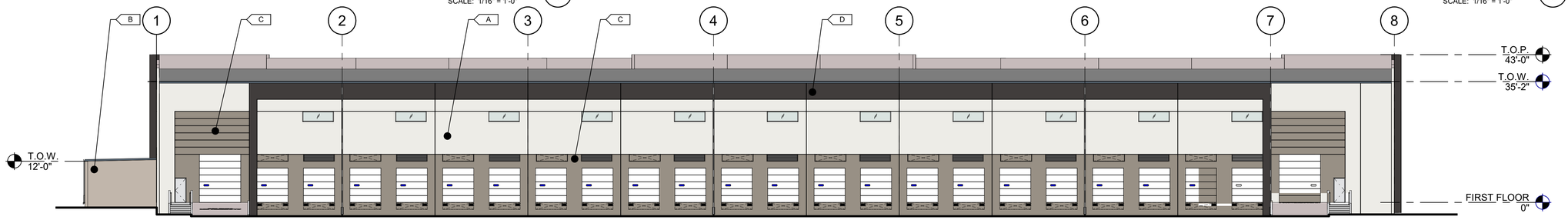
TYP. BUILDING SECTION 6

SCALE: 1/16" = 1'-0"



SOUTH WEST EXTERIOR ELEVATION 3

SCALE: 1/16" = 1'-0"



SOUTH EAST EXTERIOR ELEVATION 4

SCALE: 1/16" = 1'-0"

REINALDO A. GOMEZ AR0013736

STATE OF FLORIDA
REINALDO A. GOMEZ
AR0013736
REGISTERED ARCHITECT

10/09/2023

FINISH LEGEND

A	FIELD WALL PAINT SW 9582 - WHITE SAND	B	ACCENT #1 - WALLPAINT SW 6072 - VERSATILE GRAY	C	ACCENT #2 - WALLPAINT SW 9168 - ELEPHANT EAR	D	ACCENT #3 - WALLPAINT SW 9600 - ARMORY

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1/16"=1'-0"

0 8' 16' 32'

EXTERIOR ELEVATIONS / TYP. BUILDING SECTION

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

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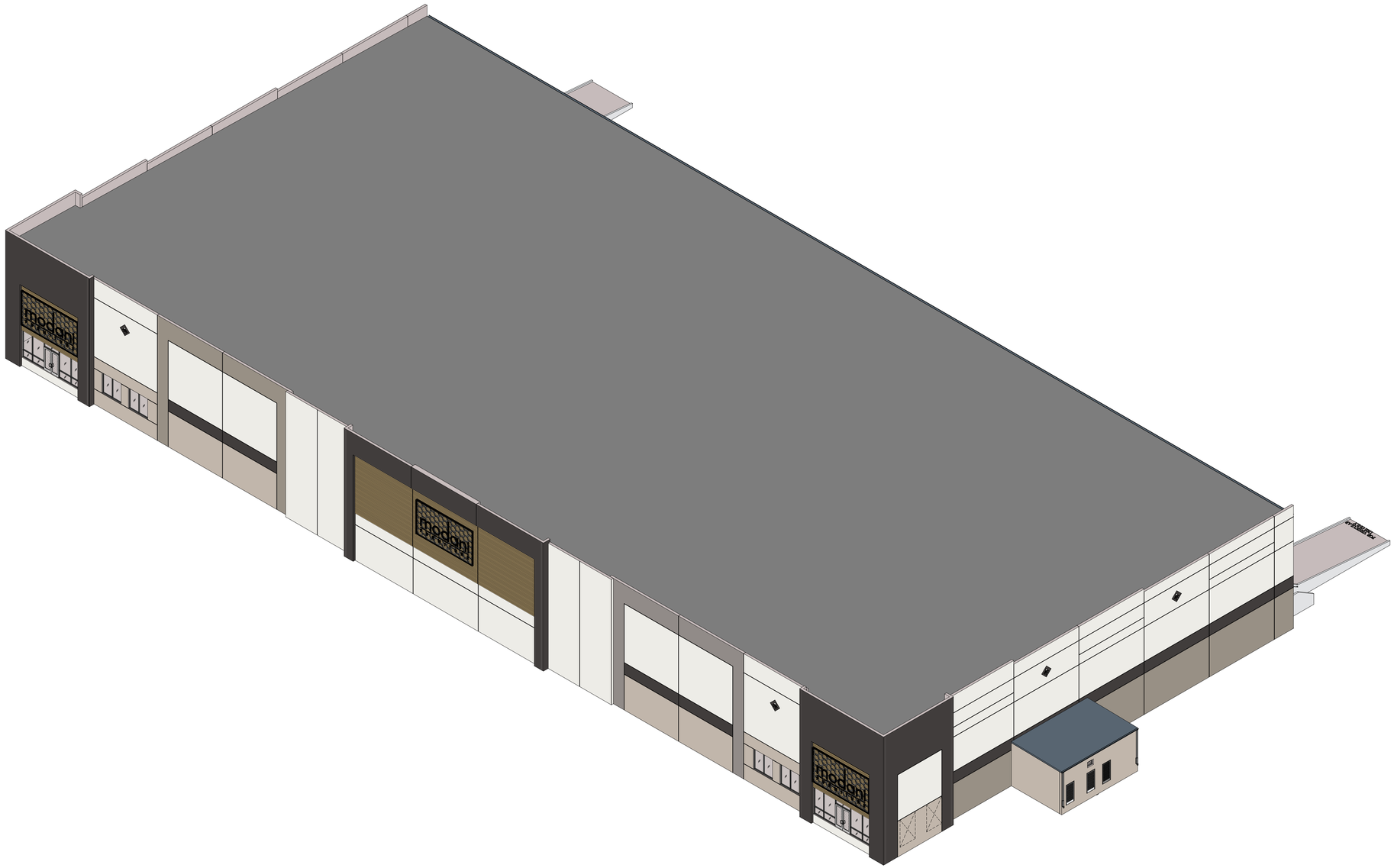
10/09/2023

SHEET 5



REINALDO A. GOMEZ AR0013736

STATE OF FLORIDA
REINALDO A. GOMEZ
AR0013736
REGISTERED ARCHITECT

10/09/2023

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modani
FURNITURE

COLOR AXON

MODANI BUILDING 1
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

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10/09/2023

SHEET
6

modani
FURNITURE

MODANI BUILDING 2

1700 SERVICE ROAD
OPA-LOCKA, FL 33054

MIA23-0011-00
COVER SHEET
10/09/2023

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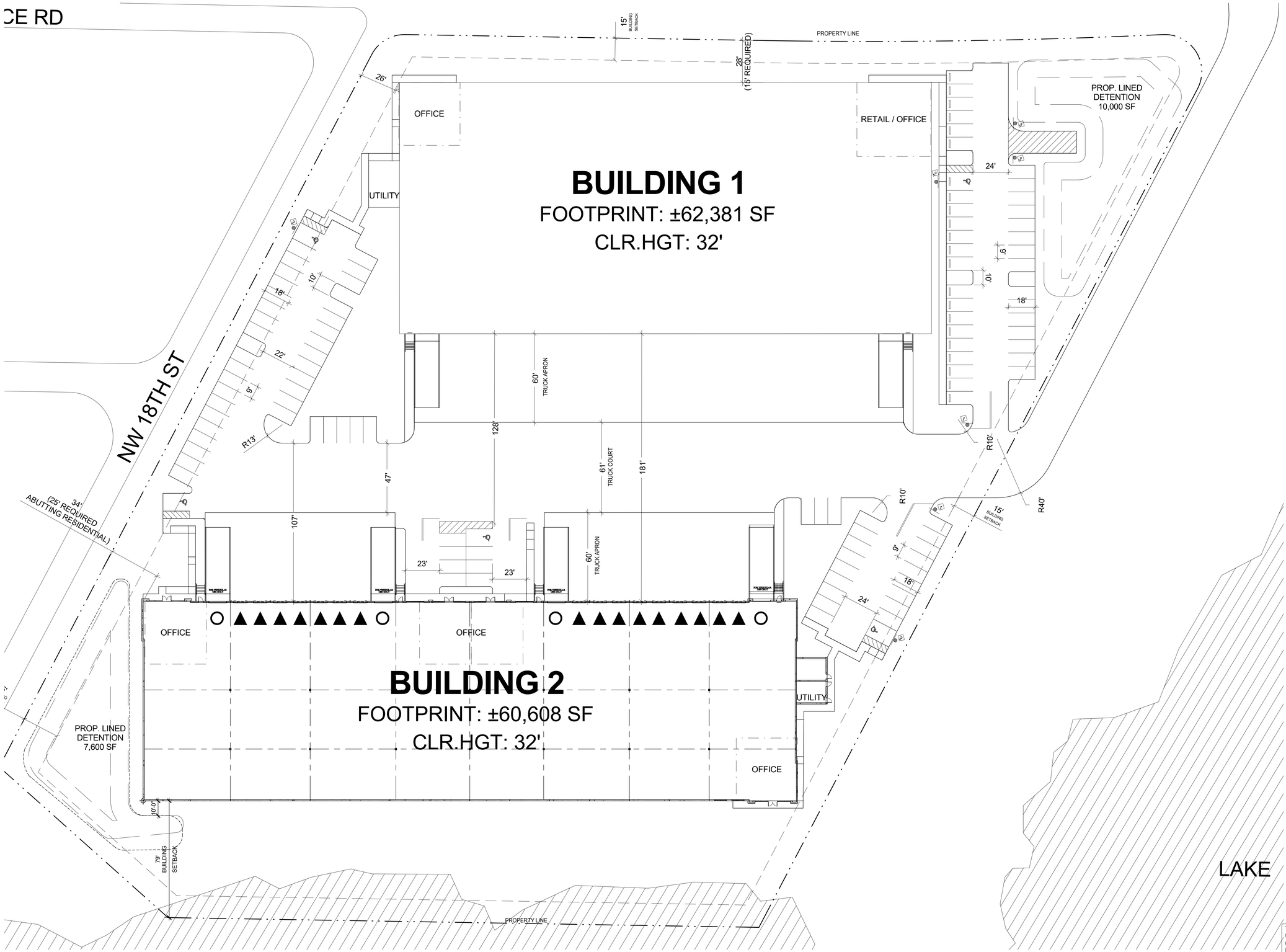
REINALDO A. GOMEZ
AR0013736
STATE OF FLORIDA
REGISTERED ARCHITECT
10/09/2023

ARCHITECTURAL

1 COVER SHEET
2 SITE PLAN
3 FLOOR PLAN
4 ROOF PLAN
5 EXTERIOR ELEVATIONS / TYP. BUILDING SECTION
6 COLOR AXON

ARCHITECTURAL SHEET COUNT: 6





DEVELOPMENT STANDARDS

SITE AREA:		7.62 AC
GROSS:		331,963 SF
DETENTION:	@5.3%	17,600 SF
NET:		00.40 AC
BUILDING 2 FOOTPRINT:		60,608 SF
BUILDING HEIGHT:		41'-6"
BUILDING USE:		
WAREHOUSE	1/2,500 SF	54,108 SF
OFFICE	1/400 SF	6,500 SF
COVERAGE:		
GROSS:		50%
NET:		0%
PARKING REQUIRED:		
WAREHOUSE		22 STALLS
OFFICE		17 STALLS
TOTAL		39 STALLS
PARKING PROVIDED:		53 STALLS
AUTO:		@0/1000
REQ. ACCESSIBLE		*2 STALLS*
TRAILER:		0 STALLS
TRUCK DOCKS:		
DOCK-HIGH DOORS		16
KNOCK-OUTS OR		4
DRIVE-IN DOORS		4

DEVELOPMENT STANDARDS

ZONING:	I-1	1
MAX. F.A.R.:	3.00	
MAX. COVERAGE:	TBD	4
MAX. HEIGHT:	45 FT	3
BUILDING SETBACKS:		
FRONT:	15 FT	
SIDE:	0 FT	
REAR:	15 FT	
LANDSCAPE SETBACKS:		
FRONT:	TBD	4
SIDE:	TBD	4
REAR:	TBD	4
LANDSCAPE REQ,:	25%	
OFF-STREET PARKING:		
STANDARD:	9x18	
COMPACT:	8x17	
COMPACT %:	30%	
DRIVE AISLE:	22 FT	
FIRE LANE:	26 FT	
OVERHANG:	TBD	4
TREE WELL:	TBD	4
REQ. PARKING RATION BY USE:		
WAREHOUSE:	1/2500 SF	
OFFICE:	1/400 SF	

NOTES:
1. ASSUME REZONE FROM R-TH TO I-1

2. 50FT FROM ANY RESIDENTIAL DISTRICT WITH AT LEAST A 30 FT LANDSCAPED BUFFER

3. OR 3 STORIES, WHICHEVER IS LESS.

4. TO BE DETERMINED BY CITY

REINALDO A. GOMEZ
AR0013736
STATE OF FLORIDA
REINALDO A. GOMEZ
AR0013736
REGISTERED ARCHITECT
10/09/2023

This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

1"=30'
0 15' 30' 60'
NORTH

modani FURNITURE

SITE PLAN

MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

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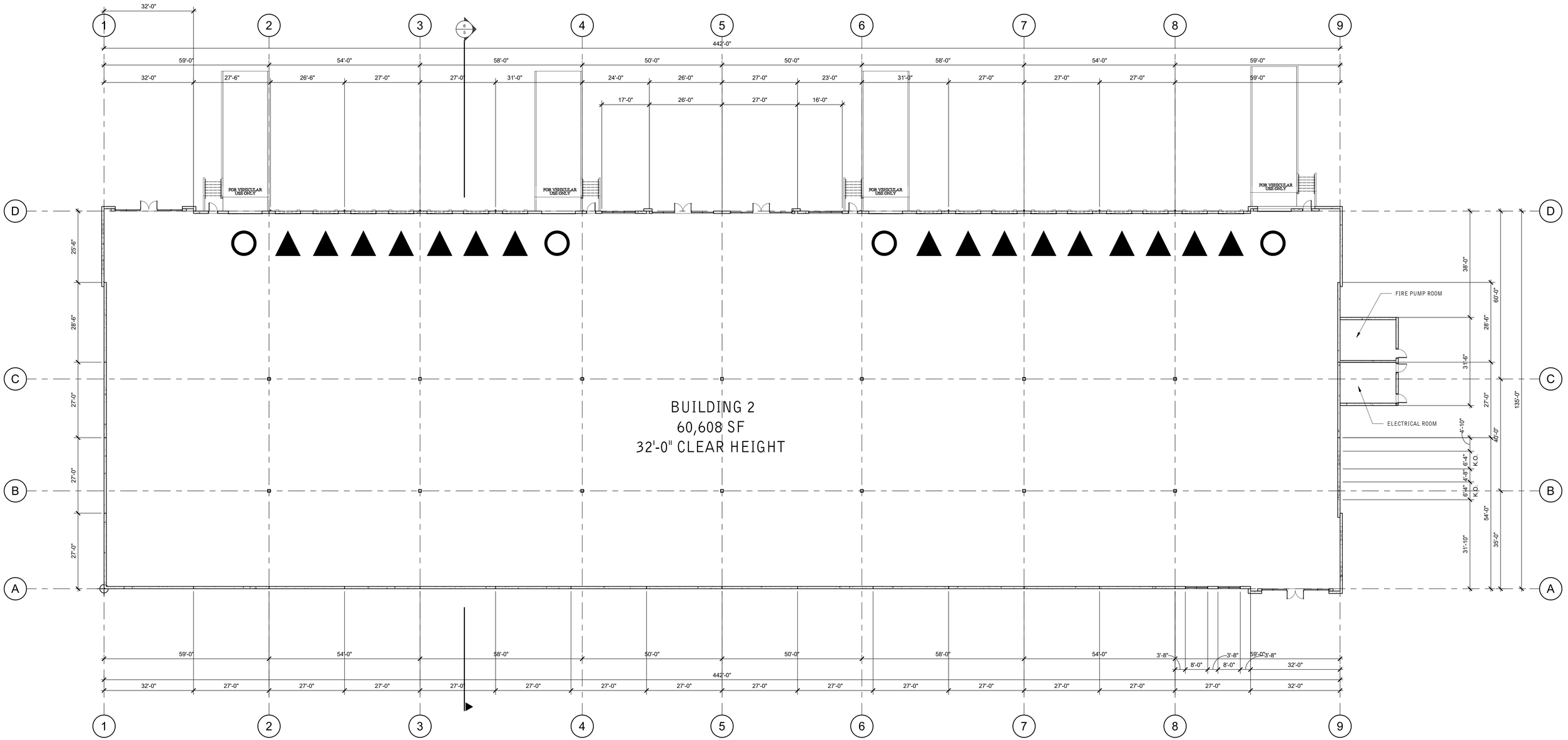
10/09/2023

SHEET 2



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STATE OF FLORIDA
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1/16"=1'-0"
0 8' 16' 32' NORTH

modani FURNITURE

FLOOR PLAN

MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00
10/09/2023

SHEET 3

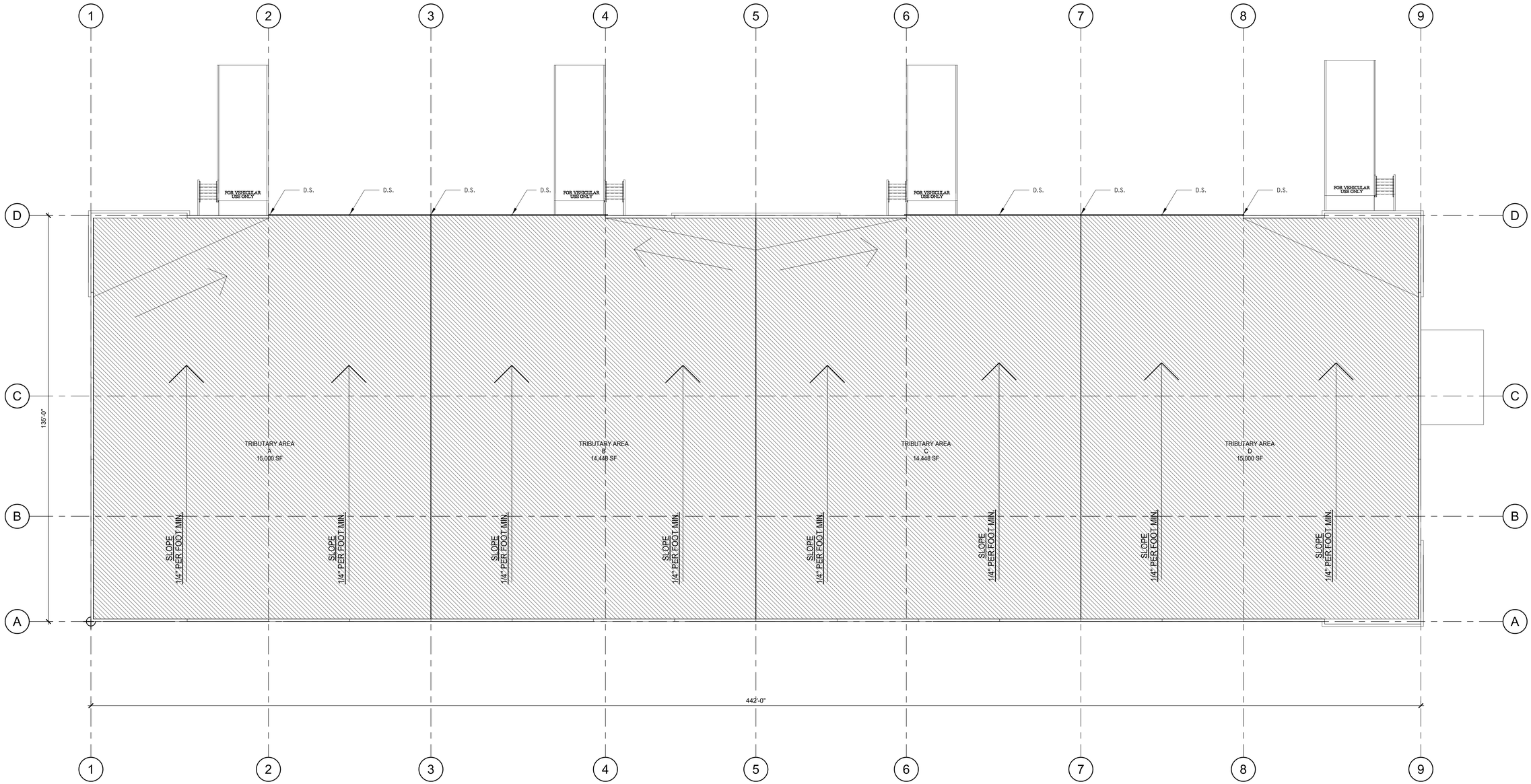
ROOF CALCULATIONS

NOTE: ALL HORIZONTAL AND VERTICAL LEADER SIZES HARE SIZED PER SECTION 1106 AND BASED ON 5" RAIN FALL ALL PER HOUR PER FIGURE 1106.1 OF FLORIDA PUMBLING CODE.

ROOF DRAIN A OVER CALCULATION.
ROOF DRAIN TRIBUTARY AREAS:

TRIBUTARY AREA A	=	15,000 SF
TRIBUTARY AREA B	=	14,448 SF
TRIBUTARY AREA C	=	14,448 SF
TRIBUTARY AREA D	=	15,000 SF
TOTAL AREA	=	58,896 SF

RWL SIZE REQUIRED:	6" x 8" REQUIERED UP TO 1208 GPM SF WITH 5" PER HOUR RAINFALL RATE PER TABLE 1106.3 AND FIG. 1106.1 FBC 2017-PUMBLING.
RWL SIZE PROVIDED:	8" x 8"
NO. OF DOWNSPOUTS REQUIRED:	4
NO. OF DOWNSPOUTS PROVIDED:	8
GUTTER REQUIRED:	4" x 10" SQUARE GUTTER @ 4% SLOPE.
GUTTER PROVIDED:	10" x 10" SQUARE GUTTER. @ 4% SLOPE ON 5 INCH
RAINFALL RATE:	5" PER HOUR.



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AR0013736
STATE OF FLORIDA
REINALDO A. GOMEZ
AR0013736
REGISTERED ARCHITECT
10/09/2023

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1/16"=1'-0"
0 8' 16' 32'
NORTH

modani FURNITURE

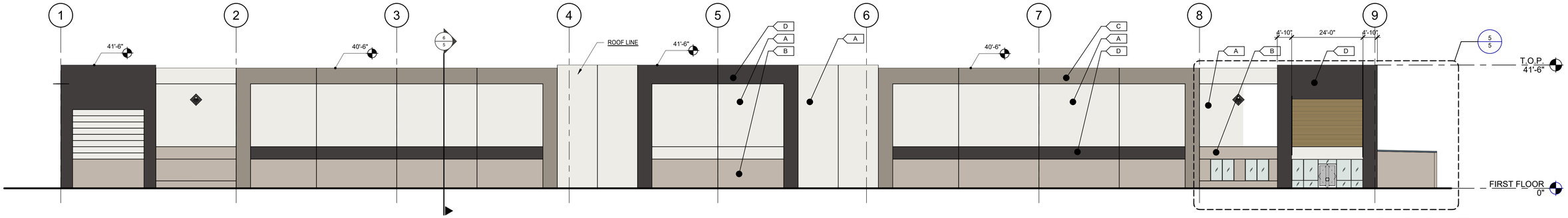
ROOF PLAN

MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

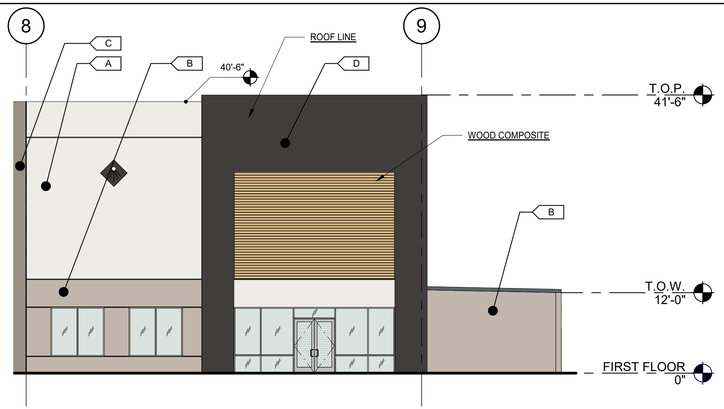
MIA23-0011-00
10/09/2023

SHEET 4



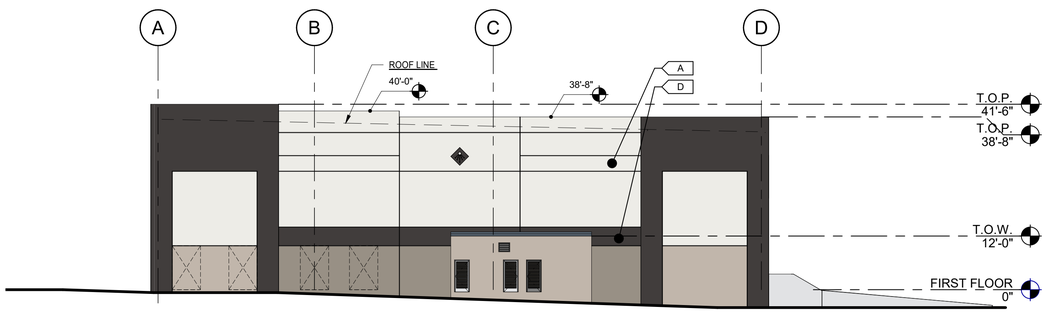
SOUTH ELEVATION 1

SCALE: 1/16" = 1'-0"



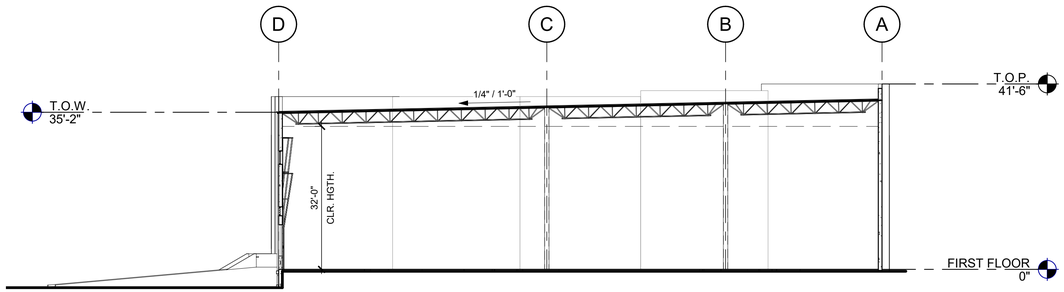
ENLARGED CORNER SOUTH ELEVATION 5

SCALE: 3/32" = 1'-0"



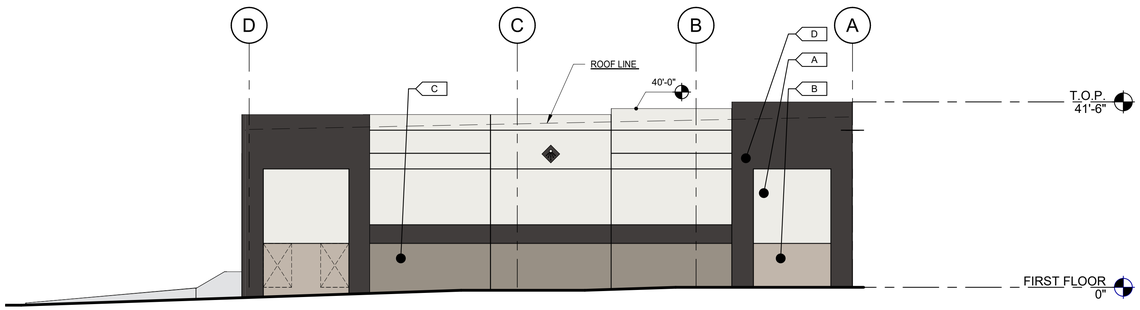
EAST ELEVATION 2

SCALE: 1/16" = 1'-0"



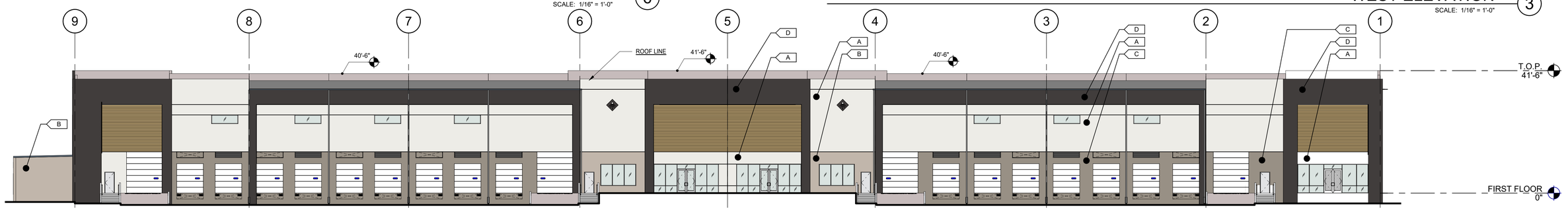
TYP. BUILDING SECTION 6

SCALE: 1/16" = 1'-0"



WEST ELEVATION 3

SCALE: 1/16" = 1'-0"



EXTERIOR ELEVATION 4

SCALE: 1/16" = 1'-0"

REINALDO A. GOMEZ
AR0013736
STATE OF FLORIDA
REINALDO A. GOMEZ
AR0013736
REGISTERED ARCHITECT
10/09/2023

FINISH LEGEND

A	FIELD WALL PAINT SW 9582 - WHITE SAND	B	ACCENT #1 - WALLPAINT SW 6072 - VERSATILE GRAY	C	ACCENT #2 - WALLPAINT SW 9168 - ELEPHANT EAR	D	ACCENT #3 - WALLPAINT SW 9600 - ARMORY

This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

1/16"=1'-0"
0 8' 16' 32'

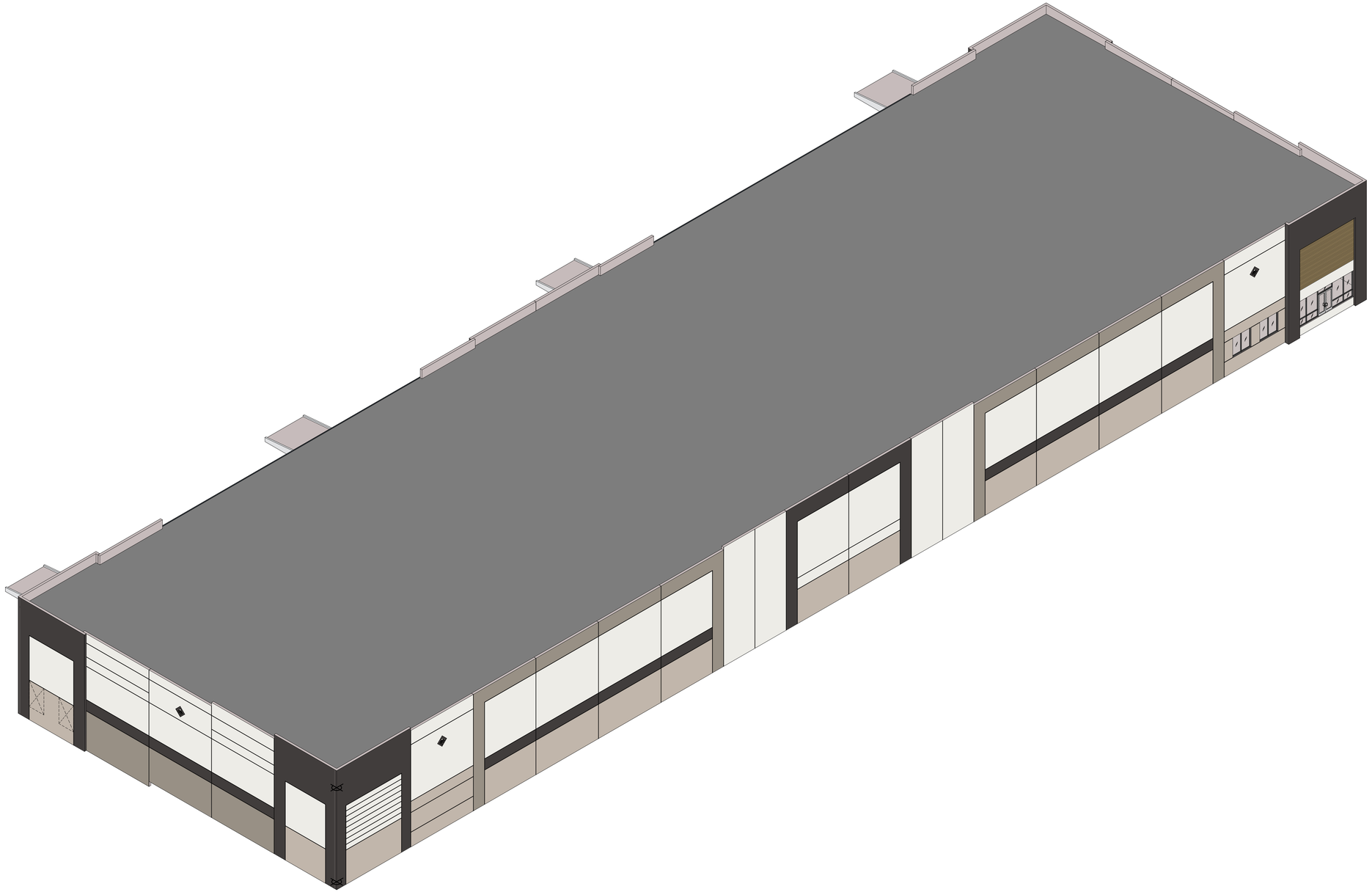
EXTERIOR ELEVATIONS / TYP. BUILDING SECTION

MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00
10/09/2023

SHEET 5



REINALDO A. GOMEZ
AR0013736



10/09/2023

This preliminary Space Plan represents our understanding of the space code requirements. The final construction documents are subject to review and comments from the landlord as well as local governmental agencies. Changes to the plan may be required to address comments after review of the plans through the plan check process. All square footages noted are preliminary and also may change when the Space Plan is finalized.

COLOR AXON

MODANI BUILDING 2
1700 SERVICE ROAD
OPA-LOCKA, FL 33054

WARE MALCOMB

MIA23-0011-00
10/09/2023

SHEET
6

PLANNING & ZONING BOARD

March 19

2024

Request for Small Scale Comprehensive Plan Amendment

Staff Report

APPLICANT'S REQUEST:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO CONSIDER A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; 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:

  22 52 41 7.58 AC or 330,184.8 SQ FT. MAGNOLIA GDNS CONSOL PB 50-5 PT OF BLKS 346 & 347-BEG AT NW COR OF BLK 346

  S 559.46 FT SELY ALG S/L BLK 346 FOR 152.25 FT NELY 399.88 FT N 640.43 FT NWLY ARC DIST 52.49 FT TH

  SWLY TO POB. LOT SIZE IRREGULAR OR 20964-4155 1202 3

- The proposed project site is a vacant 7.58 acre overgrown property that has been documented as a brownfield contaminated site. The current owner has complied with the requirements of Miami-Dade County to begin to restore use of this site. The site is zoned Residential Townhouse and has a land use designation of Low-Moderate Density. This site is also within the Corridor Mixed Use Overlay District. With the current residential zoning, residential land use, and Corridor Mixed Use Overlay, this site would be used for the mixture of residential uses and commercial retail uses.



NORTH **NW 18th Ave** **SOUTH**



Figure 1: Google Street View: North View from State Road 9



Figure 3: Google Street View: North View from State Road 9

II. Project Details

- **Applicant's intent**
  The Applicant, Castle Opa, LLC. intends to construct two commercial and industrial buildings that will be used for a showroom, office space, product retail, product manufacture and assembly and storage area.

They also intend to provide appropriate parking and landscaping in accordance with the City of Opa-locka's Land Development Regulations.

The applicant has submitted four application requests for the development of this site:

1. To change the land use from residential to industrial
2. To change the zoning designation from residential Townhouse to Light Industrial (I-1).
3. To review and approve the site plan to build two commercial buildings for this furniture business.
4. To review and approve the development agreement concerning the long-term maintenance of the site.

To accommodate the new intended uses for this site will require the review and recommendation of the Planning & Zoning Appeals Board and the review and approval of the City Commission concerning these four requests.

Site Computations & Land Development Regulation / Zoning Code | Table 1

Applicant	Castle Opa, LLC		
Folio Number (s)	Opa-locka: 08-2122-005-2170;		
Address Location	1700 Service Road, Opa-locka, FL 33054		
Building (s) Footprint	Building Footprint/Building Coverage Building 1 62,381 SF; Building Footprint/Building Coverage Building 2 60,608 SF Greenspace/Landscape Area – 49,076 SF		
Floor Area Ratio	<1.0 FAR .023		
Zoning	**R-TH – Residential Townhouse**		
Zoning Code Consistency	The proposed use for a Commercial Retail Showroom and Business Office and for a Furniture manufacture and assembly warehouse facility and warehouse storage area is not consistent with the R-TH Zoning District permitted uses.		
Existing Land Use	Vacant Land		
Future Land Use Designation	Low-Moderate Density Residential		
Comprehensive Plan Consistency	- The proposed use for a Commercial Showroom and Retail facility and a Business Office and warehouse manufacture / assembly and storage facility is not consistent with the Comprehensive Plan for residential use.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-86, Article 22-99, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Bldg. 1 Front	**15 Feet**	**76 Feet**	**YES**
Bldg. 2 Front	**15 Feet**	**15 Feet**	**YES**
Bldg. 1 Rear	**15 Feet**	**26 Feet**	**Yes**
Bldg. 2 Rear	**15 Feet**	**25 Feet**	**Yes**
Side Interior	**0 Feet**	**54 Feet**	**YES**
Side Street	**15 Feet** (50 feet from any residential district, with at least a 30-foot landscaped buffer)	**26 Feet** **(Does not have a 30-foot landscape buffer from residential)**	**Yes**
Corner Lots/ Other	**N/A**	**N/A**	**N/A**

Lot Coverage (Max Impervious Area)	**75% (247,638.6 SQ FT)**	**263,508.8 (79.8% IMPER) 66,676 PERVIOUS**	**No**
Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**10,000 SF (0.23 Acres)**	**330,184.8 SF or 7.58 Acres**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**3 Stories or 45 Feet whichever less**	**Office, Warehouse, Retail, Storage Building:** 3 Stories/ 45 Feet	**YES**
Structure Length	**N/A**	**N/A**	**N/A**
Other Vehicular Use Area Landscaping	**N/A** **Total Landscaping Area**	**N/A** **49,076 sq. ft.**	**No**
Parking Details	**Office buildings:** pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. **Warehouse: 1/2500 SF**	**Office Spaces Req** **17 Bldg 1** **16 Bldg 2** **Warehouse** **Pk Space Req** **22 Bldg 1** **22 Bldg 2** **Total Provided 106** 1 Handicapped Spaces	**YES**
Landscape/ Pervious Lot Coverage	**10% minimum required pervious**	**17% 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 Tuesday, November 21st, 2023. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, February 6th, 2024. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval or approval with conditions after it is reviewed by the Planning and Zoning Appeals Board and any other applicable board or agency.		

- ## Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by residential properties to the west and vacant land outside the City of Opa-locka to the east. And residential uses north of State Road 9.
- No Sidewalk alongside the west edge of the Property on NW 18th Avenue, or the north edge on Service Road
- Property is currently vacant and overgrown.

PZAB Rezoning Review Criteria

1. The proposed change is contrary to the established land use pattern.

   The proposed use for the site, "Retail Furniture Showroom with a Furniture Manufacture/Assembly Warehouse and Storage Facility and Business Office" conflicts with the adjacent residential neighborhood just across NW 18th Avenue, as well as the residential neighborhood across S.R. 9.

2. The proposed change would create "spot zoning".

   Rezoning the site from Residential Townhouse to Light Industrial will result in this single site having that zoning. A single site does not constitute a zoning district.

3. The proposed change would alter the population or traffic patterns and thereby negatively impact public facilities such as schools, utilities, streets, etc.

   Specifically, the Furniture Manufacture/Assembly Warehouse and Storage Facility uses would generate tractor trailer traffic, which should be restricted to arterial streets and would disrupt the tranquility of the residential neighborhood just across NW 18th Avenue.

4. The proposed zoning district boundaries would become more illogically drawn.

   According to the rules of proper zoning, a zoning district is made up of multiple parcels. A single parcel with a light industrial zoning designation surrounded by residentially zoned districts is therefore illogical according to these rules.

5. The proposed change would be in conflict with all or portions of the City's Comprehensive Plan.

   The City's Comprehensive Plan, which reconciles zoning districts with such things as utilities capacity, service delivery and school capacity contemplates this as a residentially zoned parcel. Changing to light industrial would compromise the balancing of the zoning district with its needs.

6. There is an additional need for uses permitted within the proposed zoning district.

   Opa-locka and Miami-Dade County are faced with a severe housing shortage, changing the use from residential to light industrial would lessen the amount of land available to build housing.

7. The proposed change will adversely affect living conditions in the neighborhood, if applicable.

   Tractor trailers driving through would make the neighborhood a less desirable place to live.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

   Truck traffic through the neighborhood would increase traffic significantly, both in the amount of traffic and the size of the vehicles.

9. The proposed change will create a drainage problem.

   The proposed use will result in more concrete and asphalt than what the current zoning permits. This will result in greater run-off of rainwater into a wastewater system built to serve residential use.

10. The proposed change will reduce light and air to adjacent areas.

    The bulk and massing of the proposed buildings will reduce prevailing easterly (ocean) breezes through the site reducing the benefit such air circulation provides to the residential neighborhood across 18th Avenue.

11. The proposed change will adversely affect property values.

    The proposed use will make it less likely to sell/buy a house in the adjacent neighborhood, this will reduce property values.

12. The proposed change will be a deterrent to the improvement or development of adjacent property.

    Homeowners will be less likely to make significant improvements to their property. Demolition of existing housing and replacement with new housing will be less likely to occur.

13. The proposed change will constitute a grant of special privilege.

    Spot-zoning goes against the rules of proper zoning practice.

14. There are no substantial reasons why the property cannot be used in accordance

with the existing zoning.

More than half of the City of Opa-locka is zoned industrial or with zoning compatible to industrial. There is no need to spot zone this parcel from residential to industrial.

15. Whether the change suggested is out of scale with the surrounding neighborhood.

    The two warehouse buildings proposed are out of scale with the single-family homes in the neighborhood across 18th Avenue.

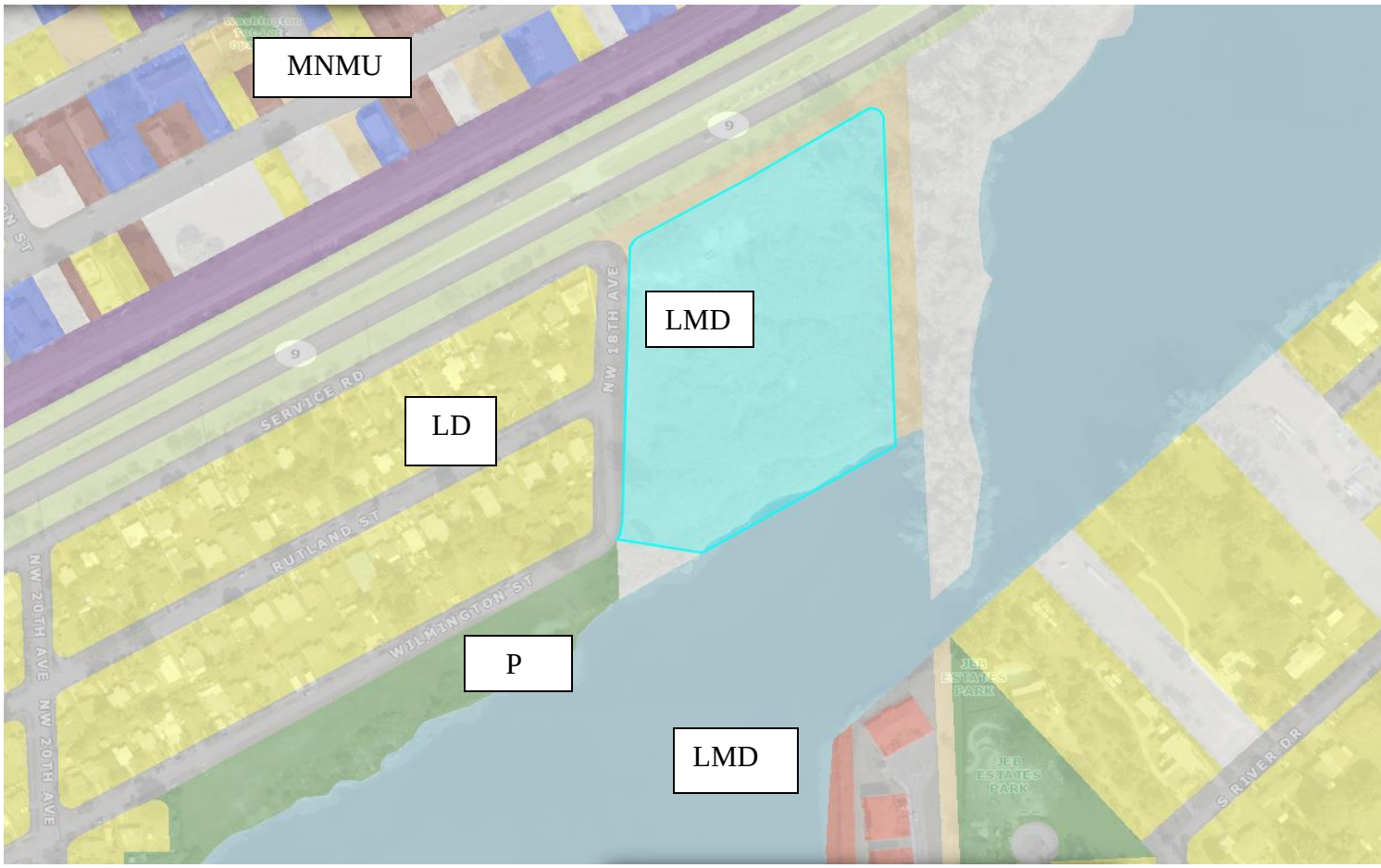
16. It is possible to find other sites already zoned permitting the uses(s) requested.

    More than half of the City of Opa-locka is zoned industrial or with zoning compatible to industrial.

17. The proposed rezoning would meet all other regulations.

Surrounding Land Use Designation Map

The Site is highlighted in image.



Legend

- Low Density Residential [0-9 DU/AC]
- Low-Medium Density Residential [9-18 DU/AC]
- Moderate Density Residential [18-30 DU/AC]
- Commercial
- Industrial
- Airport
- Parks and Recreation
- Public Buildings/Facilities
- Semi Public
- Utilities
- Streets
- Water
- Transit Oriented Development Overlay

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial/Residential	Commercial/Residential	B-O to B-2/ R-1 R-2
South	Residential	Residential	R-TH
East	N/A	N/A	N/A

West	Residential	Residential	R-1

DOES NO COMPLY

- **General Character / Neighborhood Compatibility:** The proposed development use will not be in harmony w 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?
  - **Findings:**
    - The proposed development use "Retail Furniture Showroom with a Furniture Manufacture/Assembly Warehouse and Storage Facility and Business Office" is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

  - **Findings:**
    - The Applicant is proposing to include landscaping at 21,215 square feet. *(Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.
  - **Findings:**
    - The Applicant may install a fence or a wall in accordance with the LDR.

- **Future Land Use:** Industrial (Communications, water and sewer facilities, electrical as needed).
  - **Findings:**
    - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

DOES NOT COMPLY

- **I-1 (Light Industrial) Permitted Uses:** Project Specific: *Construction of a Commercial, Retail, Manufacturing & Assembly Warehouse with Storage and Office Facilities*

DOES NO COMPLY

  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code I-1 (Liberal Industrial) zoning district would permit this use, however this change is not compatible with the zoning of the proximal zoning district. This request is for Land Use Change from Residential to Industrial; Zoning Change from R-TH to I-1.

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
  - **Findings:** The Planning and community Development Department has received two signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

C. Project Need Assessment / other Required Approvals

1. Small Scale Comprehensive Plan Amendment Request 2. Rezoning Request 3. Site Plan Review 4. Development Agreement
   - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, February 6, 2024

D. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
   - Stormwater Best Management Practices need to be incorporated according to EPA Industrial Standards
   - No Tree Planting on the ground to avoid water infiltration.
   - The Stormwater Pollution Protection Plan must contain a narrative evaluation of the appropriateness of stormwater management practices that divert, reuse, or otherwise manage stormwater runoff to reduce the discharge of pollutants into the lake.
   - The required measures will need to be highly site-specific due to the conditions of the area. Vegetative swales are not an option, collection, and reuse of stormwater, inlet controls, and wet retention measures that incorporate treatment like granular activated carbon and nutrient separating baffle box for each outfall could be used.
2. **Building:**
   - N/A
3. **Police:**
   - N/A
4. **Community Redevelopment Agency (CRA):**
   - Rezoning of the parcel from Residential Townhouse to Light Industrial and the construction of two buildings to house showroom, office space, product retail, product manufacture and assembly and storage uses would conflict with the Opa-locka Community Redevelopment Plan goal for the site.

     The Community Redevelopment Plan seeks to explore mixed use redevelopment of the property. In concert, the City has expressed an interest in developing town homes and providing a public boardwalk along the lake. A hotel, lakefront restaurant, public plaza, and town homes are envisioned for the property.

     The Opa-locka Community Redevelopment Agency would work with the property owner and City to evaluate site readiness needs and increased level-of-service demands on Magnolia Garden's streets that will occur from redevelopment. Brownfield remediation funds and other financing solutions will likely need to be organized if the property will be fully redeveloped as envisioned by the City.
5. **City Manager's Office (CMO):**
   - N/A

6. **Code Enforcement:**
   - Landscape plants should be low maintenance "Florida Friendly" species.
   - Landscape plants should be installed at the appropriate time in the site build out process. Planted too early may risk lack of maintenance/watering and possibly jeopardize the growth of the plants.

7. **City Attorney's Office:**
   - Development Agreement under review

8. **Public works:**
   - Proposed development requires encapsulation or remediation.
   - The project does not demonstrate total encapsulation, with adequate mitigating controls, of the known contaminants at the site.
   - No pervious surface should be allowed on site. Drainage plan does not demonstrate any pretreatment structures for the treatment of outfall discharge.
   - Water and sewer conveyance should be in an impervious trench to eliminate the risk of contamination during maintenance or repair.
   - A retaining should be built such that treated run off flows to Lake Ingram, and thereby to Biscayne Bay.
   - Green spaces are pervious, this will contribute to further contamination of the adjacent body of water, greenery should only be allowed in individual pots or impervious concrete vaults that are connected to a conveyance stormwater management system to provide adequate drainage. This includes plant materials proposed to be in the public right of way.
   - After redevelopment, the site will require on-going treatment of stormwater runoff.

9. **Inter-jurisdictional Review:**
   - N/A

E. Staff Recommendation:

Staff recommends denial of this Comprehensive Plan Amendment to the Future Land Use Map because the proposed use of the site is not in harmony with the residential neighborhood.

F. **Attachments:**

- Ordinance, Application, Neighborhood Petitions, Applicant's Narrative

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Randall Robinson, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Economic Development	Solomon Bankole, Manager	
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. 2024-03-19-01,

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OR DENIAL OR APPROVAL WITH CONDITIONS OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS 08-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY_RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION: PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 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: March 19, 2024

b. DENIED ☐ DATE: March 19, 2024

c. NOT DETERMINED ☐ 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

DRAFT

MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
MARCH 19, 2024, 7:00 P.M.

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 7:05 p.m. on March 19, 2024.

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 Audrey Dominguez, Board Member Dawn Mangham, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Diana Cheng, Board Attorney Pam Booker, and City Manager Darvin Williams.

INVOCATION

Chair Guerrero gave the Invocation.

PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

APPROVAL OF MINUTES

None.

PUBLIC HEARING:

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR THE APPROVAL OR DENIAL OF A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE**

MAP FOR A 7.58 ACRE PARCEL, LOCATED AT 1700 SERVICE ROAD AND IDENTIFIED BY FOLIOS O8-2122-005-2170; AMENDING THE LAND USE DESIGNATION FOR THE PROPERTY FROM LOW MODERATE DENSITY RESIDENTIAL TO AN INDUSTRIAL LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Planning and Community Development Director Gregory Gay stated that this Item proposes a change in land use for the subject site, which is located on the City's eastern edge. The property is currently zoned for residential use with a mixed-use overlay. The property owners hope to change its zoning at a future meeting.

City Manager Darvin Williams advised that the City Commission had recommended he attend Planning and Zoning Board meetings when available in order to provide the City's perspective on some items before they come to the Commission. He explained that the Item addresses one of the only waterfront properties in Opa-locka, which is surrounded by a town home housing development, single-family residential homes, and the Sailboat Cove community. The proposed zoning change is to industrial use for a warehouse.

City Manager Williams noted that the proposed warehouse mixed-use development would be surrounded by residential homes. In addition, some of the properties adjacent to the subject site are owned by the City, which hopes to develop those parcels for residential use.

Robert Holland, 3250 NE 1st Avenue, Miami, representing the Applicant, stated that the Application was filed in October 2023 and initially scheduled to be heard by the Planning and Zoning Board in November.

The Application proposes a land use change for the purpose of constructing a warehouse development, although Mr. Holland advised that this would not be a traditional warehouse district. The Applicant is a nationally recognized furniture store which hopes to relocate its headquarters to Opa-locka for retail and distribution. The request before the Board today is for a Comprehensive Plan amendment, to be followed by a zoning amendment, Site Plan review, and development agreement in the future.

Mr. Holland described the subject site as a "dumping ground" for several years, resulting in significant environmental issues. The current owner purchased the site and has attempted to remediate it for several years. Soil damage on the property extends to a depth of 40 ft., which means it could not be used for residential development.

A number of environmental studies have been conducted on the site and an Environmental Site Assessment Plan has been prepared on behalf of the City. The scope of work for this Plan included ground-penetrating radar, testing and observation of the soil excavation pit, advanced soil borings, and brownwater monitoring. The report

identifies the extent to which the site would need to be remediated for either residential or commercial/industrial development.

Mr. Holland recalled that the City Manager had indicated the City hoped to bring mixed-use commercial and residential development to the site; however, the contamination on the site would make it unusable for residential development.

Board Member Hibbert Smith arrived at 7:17 p.m.

Mr. Holland continued that in 2019, development of the subject property for affordable housing was considered; however, the environmental assessment of the site determined that this was not suitable. Other past proposals included development of a hotel, affordable housing by a different developer, residential homes, and a water park. In each case, environmental assessments showed the site was not appropriate for those developments.

Mr. Holland stated that the Applicant, Modani Furniture, is considering moving its headquarters from the city of Aventura to Opa-locka. They would provide commercial/retail mixed-use with a showroom and distribution centers.

Mr. Holland showed a rendering of the proposed site, stating that the front building on the site would be Modani retail and distribution facing State Road (SR) 9. The only entry point into the development is located away from the surrounding residential portions, with a required buffer and wall on the western side. He also pointed out that the City hopes to develop a waterfront parcel for residential use, which would not be inhibited by the proposed mixed-use development.

Mr. Holland also showed views of the rear of the site, which he described as recreational, possibly with indoor sports facilities or playgrounds. The Applicant would rent these spaces to the community. Modani Furniture also proposes to offer a 10% discount to all Opa-locka residents on furniture purchases, and to hire employees from the Opa-locka community.

Mr. Holland continued that another proposal would be gateway signage on SR 9 to welcome the public to Opa-locka. The Applicant has already spoken with the Florida Department of Transportation (FDOT) regarding an access point to the site from SR 9. He emphasized the Applicant’s dedication to bringing jobs to the City. He concluded that the Applicant would work on the site’s design with City Staff.

Chair Guerrero asked if the entrance would be from SR 9 only and would not include a service road. Director Gay clarified that the service road will continue to end at its current location. Mr. Holland noted that a residential area is buffered from any road or vehicular access. The Applicant can also create bays of varying sizes for recreational uses.

Board Member Dominguez requested clarification of the difference between environmental requirements for residential and commercial development. Mr. Holland noted that non-residential development is more likely to be capped by asphalt and would not have areas in which individuals are exposed directly to contaminated soil or grass. Buildings would be constructed of concrete with solid floors, and most activities would occur in those buildings. The Applicant would still be required to remediate environmental concerns for commercial/industrial use.

Board Member Dominguez also noted that the proposed use could create drainage issues and result in more concrete and asphalt than permitted under current zoning. It could cause more rainwater to drain into the wastewater system built to serve nearby residential uses. Mr. Holland stated that all developments of the proposed site must be approved by the Florida Department of Environmental Resources Management (DERM); in addition, all rainwater must be captured on the site. No runoff is anticipated into the wastewater system or the lake, as the site must connect to the sewer system.

Board Member Dominguez also asked a question regarding excessive traffic to and from the site near the residential areas. Mr. Holland reiterated that the site will be buffered by heavy landscaping, and pointed out that the roadway already sees significant traffic. He again emphasized that the Applicant would bring jobs to the community, resulting in increased traffic. He asserted there would be no level of service issues on the roadway.

Board Member Dominguez expressed concern regarding spot zoning, as the area is labeled for residential use. Mr. Holland replied that the site was originally zoned commercial/industrial before its zoning was changed to residential, and the commercial/industrial use had contributed to the toxic contamination on the site.

City Manager Williams stated that he wished to provide rebuttal on behalf of the City to the Applicant’s presentation, including the concerns raised by Board Member Dominguez. While there are serious environmental concerns with the site, he pointed out that the property’s environmental condition was first abated with the use of grant funds to clean up the site. He felt the site would not be cleaned up appropriately without the use of brownfield grant funds.

City Manager Williams continued that the subject property, while valued at $4.5 million, was purchased for $500,000 due to its contamination. While residential development of the site might be prohibitively expensive for a private owner, he asserted this was not the case for a city. He also noted that contaminants will still exist under the ground whether the site is zoned for residential or industrial use; the difference is that an industrial use would place a cap on top of the contaminants.

City Manager Williams also observed that the Applicant would still be required to go through DERM procedures to address the underground contaminants and ensure they do not enter the County's stormwater system. He advised that this has not yet been addressed by the Applicant.

City Manager Williams emphasized that the proposals presented by Mr. Holland's presentation have not been provided in writing: there is no development agreement for the site, or a Site Plan, at this point.

City Manager Williams stated that he did not believe the question in this case was one of jobs, but of whether the residents in the nearby single-family homes would want to live near the proposed project.

Mr. Holland asserted that while in most cases all applications related to the subject property, including Site Plan and development agreement approval, would normally appear on the same agenda, only a single application is before the Board today, as three other applications were "left off." He stated that this was due to the City's process.

With regard to the environmental concerns on the site, Mr. Holland continued that whether plans are for residential, commercial, or industrial development, any type of development requires that these concerns be addressed before it can proceed. He continued that the Application represents the highest and best use of the property, reiterating that it has been under contract many times before now. He also noted that the jobs to be created on the site will be part of the development agreement when it comes before the Board.

Mr. Holland concluded by emphasizing again that the subject property could not be developed for residential use due to the contaminants on the site.

A question was asked regarding whether or not a wall could be constructed on the western side of the site. Mr. Holland confirmed that a wall could be added as well as landscaping, and noted that the lighting could be directional to prevent it from shining on the nearby residential properties.

It was also asked if all other possibilities of the site's highest and best use have been fully explored. City Manager Williams stated that the City offered to purchase the subject property from its owners at nine times its value; however, the agreement was rescinded and the owners chose to go in a different direction. He asserted that the City's goal is to clean up the land rather than to cap its contaminants.

Mr. Holland stated that this was not accurate, noting that the City had reached out to the property owner to explore the possibility of purchasing it. The City had not, however, provided the owner with a letter of intent.

It was asked what the City would have done if it had purchased the land. City Manager Williams replied that the City would have applied for brownfield grants to address the contamination on the site. This process could also be undertaken by the current property owner.

Elliot Stone, 11900 Biscayne Boulevard, property owner, advised that the City and County have been aware of the environmental contamination on the site for the past 30 years, but have not taken steps to address it. The owner's business plan included cleaning the site so it could be developed. He advised that in 2016, he had spent over a year negotiating settlements with the City and County to close on the site, but had been unable to settle on fines to be paid for Code Enforcement violations.

Mr. Stone continued that an agreement was settled with the County to clean the subject property, and the City had received federal grant funds for environmental work on the site. All work on the site has been done according to federal guidelines, including fencing the site, cleanup of toxic materials, and posting that the site included contaminants. He asserted that cleaning has been underway on the site for five years and the site is now developable; however, due to the environmental concerns, no residential development has been done.

Mr. Stone continued that the drainage issue on the site has been addressed, although it has not been approved by the County because no Site Plan has been reviewed for the site thus far. He concluded that it is a misrepresentation that the City has ever had an agreement with him for the subject site, reiterating that no letter of intent has been provided by the City.

It was asked what the owner's initial intent had been for the site. Mr. Stone replied that he had wanted to clean up the site and sell it for development. He felt the proposed use would be positive for the City of Opa-locka, as the site is located on the City's boundary.

City Manager Williams stated that the owner had entered into a verbal agreement with the City to sell the property for $4 million, but had later changed the asking price to $4.5 million. He continued that he had informed the property owner that the purchase would have to go before the City Commission for approval, but the owner was not willing to wait until the agreement could go to the Commission. It was clarified that the current offer on the site is for $4.7 million.

Clarification was also requested regarding the cost of cleanup of the site. Mr. Stone stated that even if the site is cleaned to a level that will permit development, contaminants will still remain in the soil. City Manager Williams characterized the amount of $20 million for cleanup as a "guesstimate," as no such cost estimate has been presented to the City. He explained that the owner has indicated that $2 million has already been spent on cleanup.

City Manager Williams continued that the City offered the $4 million market rate value for the site, but declined to match the offer for $4.7 million.

Director Gay advised that the subject property is located within the City's Community Redevelopment Agency (CRA) area, which provides additional opportunities for its cleanup. The City has been aware of the property's status as a brownfield site, and of the challenges related to its redevelopment. He pointed out that a mixed-use overlay district was applied to the site to allow for a variety of potential uses.

Director Gay continued that the City had responded positively to the idea of this type of development at the City's gateway. He added that many brownfield sites throughout the United States have residential and mixed-use development on them, citing Dania Point and Midtown Miami as nearby examples. He concluded that Staff would like to make a presentation at this time in order to move the Item forward.

Zoning Official Gerald Lee of the Planning and Community Development Department advised that the owner of the subject property has complied with DERM requirements for cleanup and has worked with the CityThe City's view of the site is that although it is on the eastern edge of the City, it is proximal to residential uses on all sides, including the waterway side. The City wishes to protect the property and ensure it is compatible with existing development.

Zoning Official Lee continued that the Applicant proposes to construct a commercial and an industrial building on the site. The City's intent is not to proceed with industrial development next to residential development. He described the proposal as spot zoning, stating that the City would prefer residential/commercial development at the site.

Zoning Official Lee addressed the requested land use change, showing a rendering of the land uses proximal to the subject property, which include low-density residential, a park, and townhouses. Even if access to the proposed development would be limited to SR 9, the site's use would still be commercial mixed-use next to existing low-density residential.

Zoning Official Lee continued that the proposed development is not harmonious with the general character of the surrounding neighborhood and its uses. According to the City's Comprehensive Plan, the proposed project should be located within the City's industrial land use area. The City does not agree with changing the site's land use to industrial when it is surrounded by residential development.

Zoning Official Lee also addressed stormwater management on the site, noting that there are contaminants which have not been removed from the site and would instead be capped. The City requests complete remediation and removal of contaminants from the site. The stormwater pollution protection plan for the site must include a narrative evaluation of the appropriateness of the site's stormwater management processes, and

required measures must be site-specific due to the condition of the site's swales. Even on the property's edges, waters cannot flow away from the property site. There is also a danger of leaching of underground contaminants which have been capped rather than removed.

Zoning Official Lee explained that the City's motivation for opposing the change in use from residential to industrial is because they would like to see the Applicant deal with the underground contaminants rather than only capping them. He continued that the change in use would also be in conflict with the Opa-locka CRA Plan for the site. The CRA Plan seeks to explore other opportunities for how the subject property should be dealt with. The CRA also provides opportunities for partnerships to improve the property.

Zoning Official Lee advised that the City's Public Works Department has also reviewed plans for the site and determined that the proposed development would require resolution of the contaminants on the site. The proposed drainage plan for the site does not include any pre-treatment structures to contain the contamination. After redevelopment, the site would require ongoing treatment of the stormwater runoff.

Zoning Official Lee concluded that Staff recommends denial of the requested Comprehensive Plan change, as the City would like the contamination on the site to be addressed rather than capped.

It was asked if the Applicant would have had to go through the same processes, including Planning and Zoning Board and DERM approvals, if residential development was proposed for the site. It was also asked why the City would have been satisfied with development of a hotel on the site, but not the proposed use. City Manager Williams clarified that no hotel has been contemplated by the current City administration, recalling that it had been proposed in 2017-2018. He further clarified that the issue is compliance with the City's laws and regulations.

Mr. Holland asserted that the site differs from the other Florida brownfields mentioned above, as it would require total remediation of contamination before development could occur. He reiterated that the land cannot be residentially developed, and that commercial/industrial redevelopment is the highest and best use for the property.

It was asked if a condition could be attached to approval which would hold the Applicant responsible for clearing the contamination from the site. City Manager Williams explained that the purpose of requesting a zoning change is to bypass the requirements to clean the contamination to an extent that would allow residential development.

City Manager Williams also stated again that he did not believe any private developer alone would be able to clean the site to the extent the City would like to see. He added that his stance as a City Manager is business-friendly.

It was asked if the City would be able to address the contamination on the subject property. City Manager Williams advised that there are ways to clean contaminated properties, including brownfield grants.

At this time Chair Guerrero opened the public hearing. As there were no individuals wishing to speak on this Item, Chair Guerrero closed the public hearing and brought the discussion back to the Board.

Board Attorney Pam Booker clarified that the request before the Board is not rezoning of the property, but a land use change. If this Application goes forward to the City Commission for approval, other related applications, including rezoning, Site Plan approval, and a development agreement, would come before the Planning and Zoning Board at a later date.

Attorney Booker further explained that the Board is tasked with making a recommendation to the City Commission regarding the requested land use change. The Board's charge includes determining when it is appropriate for the Opa-locka community to make a land use change.

Motion made by Board Member Dominguez, and duly seconded, to deny the request for the land use change. In a roll call vote, the **motion** passed 3-2 (Board Members Hibbert Smith and Mata dissenting).

2. **AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE APPROVAL OR DENIAL OF A REQUEST TO CLOSE, VACATE AND ABANDON THE ALLEYWAY BETWEEN THE TWO PROPERTIES TO THE NORTH IDENTIFIED BY FOLIOS 08-2121-005-0320 AND 08-2121-016-0060 AND THE TWO PROPERTIES TO THE SOUTH IDENTIFIED BY FOLIOS 08-2121-004-1300 AND 08-2121-004-1290, FOR THE CONSTRUCTION OF A SEVEN STORY, 89 UNIT, MULTI-FAMILY MIXED-USE APARTMENT BUILDING ON THE FOUR VACANT PARCEL SITE AT 125 PERVIZ AVENUE, 111 PERVIZ AVENUE, 103 PERVIZ AVENUE, 100 PERVIZ AVENUE IN THE B-2 ZONING DISTRICT AND WITHIN THE HISTORIC DOWNTOWN OPA-LOCKA DISTRICT; PROVIDING FOR APPROVAL; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.**

Director Gay explained that the Applicant in this case is Florida Residential Solutions LLC, which possesses three properties that share an alleyway which bifurcates two of the properties. The Application requests vacation of the alleyway in order to allow the Applicant to develop their properties.

Oscar Robayna, 5723 NW 158th Street, Miami Lakes, civil engineer and land surveyor for the Applicant, stated that this Item was “skipped over” when the subject properties came before the Planning and Zoning Board. There are no utilities within the alleyway.

It was clarified that the alley is a public right-of-way which is owned by the City. Mr. Robayna advised that the closure of alleyways is not uncommon, and there are no costs or purchases associated with the request.

Zoning Official Lee explained that the proposed development includes four properties, one of which is owned by the City. The alley is located between properties on the eastern edge of the parcels. The alley must be vacated in order for the proposed development to be constructed over it.

Zoning Official Lee further clarified that there may or may not be a small charge for the vacation of the alleyway. The proposed development on the site will be 60,300 sq. ft. The Site Plan includes 193 parking spaces. He recalled that the Board has already recommended approval of the project’s Site Plan. Staff recommends approval of the Application.

City Manager Williams also stated that the City is supportive of the Application.

At this time Chair Guerrero opened the public hearing. As there were no individuals wishing to speak on this Item, Chair Guerrero closed the public hearing and brought the discussion back to the Board.

Attorney Booker advised that the City’s Code requires an appraisal of the fee for abandonment of a right-of-way.

Zoning Official Lee stated that there has not yet been appraisal of the subject property, as the vacation of the alleyway represents the first step in that process. He recalled that in the past, the assessment of the value of the vacated property has been determined and was a part of the final sale of the property.

Attorney Booker suggested that if the Board wished to include direction regarding the fee and appraisal of the property, they could make it a condition of any motion they may make.

Motion made, and duly seconded, to approve with the condition as stated by the Attorney. In a roll call vote, the **motion** passed unanimously (5-0).

ADJOURNMENT

The meeting was adjourned at 8:47 p.m.

The Great City of Opa-locka

Gregory D. Gay, Director **305-953-2868**
Planning and Community Development **Fax: 305-953-2870**

February 29th, 2024

Hope Calhoun, Esq.
Partner
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RE: Zoning and Land Use Change – Cuyahoga Site 1700 Service Road

Attorney Calhoun,

The Planning and Community Development [PCD] staff have reviewed the request for Zoning and Land Use change along with the Site Plan and Development Agreement for the proposed Modani Project to be built on the Cuyahoga Site at 1700 Service Road. PCD staff recommends denial for these four items [Comprehensive Plan-Land Use Change, LDR-Zoning Code amendment, Site Plan and Development Agreement] to be presented to the PZAB and City Commission. This recommendation is stated within the PZAB staff report.

Historical Background

The Cuyahoga Site is a 7.58-acre Brownfield Site on the east side of the City of Opa-locka. The site was acquired by Mr. Elliott Stone and Mr. Reese Stigliano of **Castle Opa LLC** in March of 2018 for $475,000. The property had liens of more than $1.6 million which was mitigated to approximately $195,000.00 between December 2018 and June 2019. From 2018 to 2021, the site was cleared of overgrown brush and evasive trees. The site was tested for contamination and is in its final stage of remediation review. The land use for this site is Low-to-Moderate Density Residential and the zoning is R-TH Residential Townhouse. The Site is also zoned for Corridor Mixed Use Overlay to allow commercial/mixed use multifamily development. The Cuyahoga Site is waterfront on the south and west side and is surrounded by mostly single-family housing to the west and east [Unincorporated Miami-Dade County], Townhouse development to the south, and a few apartments complexes to the east outside of the City limits.

The City of Opa-locka assisted Castle-Opa LLC in the environmental assessment of the Cuyahoga Site with a grant received from the USEPA. A Phase I Environmental Assessment Report was generated by Terracon Engineering in June 2018. Between 2021 and 2022, after the site was tested for contamination, the Castle-Opa development team reached out to several developers to form a JVP. After most development saw the brownfield assessment report, they opted out of the JVP due to the high level of contamination found on the site and high cost to mitigate for residential development. Natural decontamination of the site would take decades to occur. After a couple years of searching for development partners, Castle-Opa decided to forgo residential development opportunities. Due to the high level of contamination found on the site and high cost to mitigate for residential development, the development began to seek commercial and industrial JVP. The development team stated that the cost for mitigation and removal of the contamination for these uses was lower and easier to achieve.

The Cuyahoga site is presently under contract for acquisition as of June 2023 by a new potential ownership, **Modani Furniture Company**. The new development team seeks to build a furniture manufacturing and retail facility and has prepared a proposal for commercial/industrial development. The

new development team seeks to acquire the property under the conditions the present owners began the submission process for zoning and land use change of the site. The zoning and land use change is necessary for the site to be mitigated and cleaned up at a lower level for commercial and industrial uses.

The City of Opa-locka/OCRA prefers the site to be developed as a residential or commercial/mixed use multifamily development. This was referenced in the 2011 Opa-locka Community Redevelopment Agency Plan which was adopted in 2012/2013. The City was willing to participate in a Public Private Partnership [3P] with Castle Opa, LLC for the site to qualify for federal grant funds the City of Opa-locka would apply for to mitigate the cleanup for residential development. The City is also seeking propositions of development opportunities for residential development on a City owned waterfront site adjacent to the Cuyahoga Site. The City Administration believes residential or mixed-use development would be more harmonious with the surrounding community. The City did an appraisal on the property in February of 2023. The final conclusion of value was **$6,270,000.00**.

Therefore, the PCD staff recommends denial of these items. If you have any questions or concerns, please advise.

If you have any questions, please contact a member of my staff at 305-953-2868 x-1501.

Thank you for helping us make our City Great!

Sincerely,

Gregory D. Gay, Director

cc. Darvin Williams, Interim City Manager
Burnadette Norris Weeks, Esq., City Attorney
Joanna Flores, City Clerk
Gerald Lee, Zoning Official/Planner