

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, October 23, 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

**Interim City Manager Sha'mecca Lawson
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
October 23, 2024
7:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

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

Special Award Presentation by Commissioner Dr. Sherelean Bass

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

7. **APPROVAL OF AGENDA:**

8. **APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes - September 11, 2024

Second Budget Hearing Minutes - September 25, 2024

Regular Commission Meeting Minutes - September 25, 2024

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

10. **PUBLIC PRESENTATIONS:**

Congresswoman Frederica Wilson
Florida's 24th Congressional District
ref: Check Presentation

Gil Zepeda, Development Manager
Susan G. Komen South Florida
ref: Breast Cancer Awareness

Joe Williams, Senior Manager
Raftelis
ref: Utility Rate Study

Brother Lyle Muhammed, Executive Director
Circle of Brotherhood
ref: Impact of Gun Violence in the Community

- 11. CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE A COPY OF THE CITY'S BANKING STATEMENTS TO THE CITY COMMISSION ON A QUARTERLY BASIS EACH CALENDAR YEAR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Ervin***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC. FOR THE COMPLETION OF PHASE II OF THE BURLINGTON STREET CANAL SLOPE RESTORATION PROJECT, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED EIGHT THOUSAND, ONE HUNDRED SIXTY-FOUR DOLLARS (708,164.00), FURTHER AUTHORIZING AN ADDITIONAL FIVE PERCENT (5%) CONTINGENCY BUDGET OF THIRTY-FIVE THOUSAND, FOUR HUNDRED EIGHT DOLLARS AND TWENTY CENTS (\$35,408.20); 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 AMEND THE AGREEMENT WITH EXP U.S. SERVICES, INC. FOR THE SAFE STREETS 4 ALL COMPREHENSIVE SAFETY PLAN TO ALLOW FOR THE COLLECTION OF ADDITIONAL DATA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF STANTEC CONSULTING SERVICES, INC FOR CRITICAL INFRASTRUCTURE VULNERABILITY**

ASSESSMENT, ADAPTATION AND RESILIENCY PLAN SERVICES PURSUANT TO RFP NO. 24-0513200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC FOR SAID SERVICES, IN THE FORM ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000); PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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 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 MILLING AND RESURFACING SERVICES TO COMPLETE PHASE IX OF THE MILLING & RESURFACING OF NW 19TH AVE PROJECT AND OVERLAY OF THE PARKING LOT LOCATED AT 777 SHARAZAD BLVD, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE 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 MILLING AND RESURFACING, THROUGHOUT THE CITY, FOR COMPLETION OF PHASE VI OF THE SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$282,000.00); 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 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 FOLIO 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. *Sponsored by City Manager **Deferred** from 09/25/2024 RCM*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCES TO "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING ARTICLE IV, DIVISION I, ENTITLED "PURCHASING" OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTIONS 2-316, 2-317, 2-318 AND 2-320 OF THE CITY'S CODE OF ORDINANCES TO REDUCE THE CITY MANAGER'S PURCHASING AUTHORITY FROM TWENTY-FIVE THOUSAND DOLLARS TO (\$25,000.00) TO TEN THOUSAND DOLLARS (\$10,000.00); PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Vice Mayor Ervin*
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, 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 (first reading/public hearing held on June 26, 2024). *Sponsored by City Manager*

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING AN ORDINANCE PROHIBITING THE STORAGE OF RECREATIONAL VEHICLES; SPECIFICALLY AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA’S LAND DEVELOPMENT REGULATIONS TO EXTEND THE TIME FOR THE CITY’S PUBLIC INFORMATION CAMPAIGN INTENDED TO EDUCATE RESIDENTS ON REQUIREMENTS OF THE ORDINANCE FROM 90 DAYS TO 180 DAYS PERTAINING TO THE REMOVAL OF RECREATIONAL VEHICLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 25, 2024). *Sponsored by Commissioner Williams*

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEM:

20. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.

Financial Oversight Update provided by Interim City Manager Sha'mecca Lawson

Commissioner Joseph L. Kelley

Utility Billing (Water Bills)

Feeding South Florida Partnership

FPL Power Outages

Updated Feasibility Studies as of September 2024

Civil Service Board

Homelessness Initiative

21. 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)

Community Relations, Recreation and Activities Advisory Board

- 1 Individual appointment (Mayor Taylor)

Historic Environmental Preservation Board

- 4 at-large appointments

Local Financial Oversight Board

- 2 at-large appointment

Teen & Young Adult Advisory Board

- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Williams)
- 1 individual appointment (Mayor Taylor)

22. ADJOURNMENT:**SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES**

1. **Mega TV along with the City of Opa-locka presents Movies with the Mayor, Tuesday, October 22, 2024 at 2:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. Hosted by Mayor John H. Taylor Jr.**
2. **The City of Opa-locka Mayor & Commission presents Hallo-Bingo, Friday, October 25, 2024 at 6:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**
3. **The City of Opa-locka and Top Teens of America presents Cones with a Cop Teen Summit & Panel Discussion, Saturday, October 26, 2024 from 11:00 AM - 2:00 PM, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. Hosted by Mayor John H. Taylor Jr. and Commissioner Veronica J. Williams**
4. **City of Opa-locka Mayor & Commission, Parks & Recreation Department and the Opa-locka Police Department presents Halloween Party Haunted House in the Park, Thursday, October 31, 2024 from 5:00 PM - 9:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.**

5. The City of Opa-locka General Election will take place on **Tuesday, November 5, 2024** from 7:00 am - 7:00 pm. Early voting begins Monday, October 21, 2024 - Sunday, November 3, 2024 at various locations throughout Miami-Dade County. Please visit the Miami-Dade County Elections Department website for information at iamelectionready.org or contact the Office of the City Clerk by phone 305.953.2800 or email jflores@opalockafl.gov.
6. 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, November 6, 2024** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, 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”

REGULAR COMMISSION MEETING
Wednesday, September 11, 2024
7:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the meeting to order at 7:05 PM on Wednesday, September 11, 2024, at the Opa-locka Government Center, 780 Fisherman Street, 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 City Manager Darvin Williams; City Attorney Burnadette Norris-Weeks; City Clerk Joanna Flores; Assistant City Manager Shamecca Lawson; and Assistant City Clerk Floralba Valdes-Wright.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley and a moment of silence was taken to honor 9/11.

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 13-2, 13-3, and 13-13. He also noted Item 16-B.3 needs to be heard before the corresponding Resolution.

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

There being no additional discussion, the motion to approve the Consent Agenda (13-1, 13-4, 13-5, 13-6, 13-7, 13-8, 13-9, 13-10, 13-11, 13-12, 13-14 and 13-15) passed by a 5-0 vote.

Vice Mayor Ervin Yes

Commissioner Kelley Yes

Commissioner Williams Yes
Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

Mayor Taylor noted Item 16-B.1, 16-B.2, and 16-B.3 would all be heard before Planning and Zoning Items.

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to approve the agenda, as amended.

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

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

8. APPROVAL OF MINUTES:

Commission Workshop Meeting Minutes - July 10, 2024
Regular Commission Meeting Minutes - July 10, 2024
Commission Workshop Meeting Minutes - July 22, 2024
Commission Workshop Meeting Minutes - July 24, 2024
Regular Commission Meeting Minutes - July 24, 2024
Special Commission Meeting Minutes - July 29, 2024
Special Commission Meeting Minutes - August 26, 2024

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to approve all City Commission Meeting Minutes listed above.

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

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

**Lorenzo Johnson Sr., CEO/Founder Community
Youth Against Violence
Ref: Operation Teen Curfew**

Mr. Lorenzo Johnson Sr., spoke about the Youth Against Violence program and implementing a curfew in Opa-locka, as part of a countywide effort involving multiple municipalities. He emphasized that the program, known as Operation Team Curfew, focuses on developing household accountability to help curb crime. The initiative involves parents receiving citations if curfews are repeatedly violated. Mr. Johnson highlighted that the program has already gained support from other municipalities and local police chiefs across Miami-Dade County, and he requested the commission's approval to move forward with the program in Opa-locka.

Mr. Richard Dunn spoke further about the initiative, noting its success in Miami after being introduced in the 1990s and re-implemented in 2010 to reduce youth violence. He urged Opa-locka to adopt the initiative, citing the need for action to prevent violence, especially among young Black males and females. Mr. Dunn emphasized that saving lives is worth making tough decisions, even if it causes some pushback.

Commissioner Kelley asked if the *Youth Against Violence* team had met with the Police Chief or city staff regarding the curfew initiative. Mr. Johnson confirmed that they had brief discussions with the Police Chief and Deputy City Manager Stocks, who were supportive of the project. He emphasized that the goal of the curfew is not punitive but psychological, aiming to foster parental accountability and reduce youth violence. Johnson added that, during a similar initiative in 2010, legal challenges were overcome, and public hearings were held to ensure community awareness. He expressed readiness to collaborate with Opa-locka officials and the police department to implement the plan.

Commissioner Kelley noted that curfews are a sensitive issue and emphasized concern for youth and parents. He stated that he would wait for further information from the city manager and police chief before determining the next steps.

Commissioner Williams thanked them for bringing forth the initiative. She asked if any city has adopted this program. Mr. Johnson highlighted that several cities, including Pinecrest, Coral Gables, and Miami Gardens, who are committed. He stressed the importance of avoiding gaps in the program, stating that they want full participation across cities so they can present a unified effort.

Commissioner Bass expressed concern about the citations. Mr. Johnson explained that when his organization identifies a family in need, they reach out directly to offer support and assistance. He mentioned the idea of creating a Parent Academy as an alternative for parents who may not be able to pay fines resulting from curfew violations. The academy would provide guidance on parenting skills, offering a community service option aimed at helping families and protecting children.

11. CITIZENS' FORUM:

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. Mayor Taylor confirmed they would return to the comment when the technology was working.

Two residents yielded their time to Mr. Brian Dennis.

Mr. Brian Dennis, 2140 York Street, rejected claims that others control his actions, citing his long history as a community activist and columnist for Word on the Street. He criticized ongoing corruption in the city, stating the same issues persist despite new leadership. He also condemned the city's politically motivated investigation and expressed opposition to the RV ordinance, highlighting its impact on homeless individuals and those on probation. Mr. Dennis reaffirmed his intent to run for office, aiming to stop corruption and mismanagement.

Mr. Luis B. Santiago, 1156 Peri St., thanked Commissioner Bass for raising concerns about the proposed curfew, emphasizing the importance of considering its impact on parents and children. He expressed his respect for the rules and urged the Commission to consider the needs of residents with compassion.

Mr. Merrick, 1211 Peri St., supported the City Commission's decision against allowing RVs in the community. He raised concerns about unlicensed individuals with criminal backgrounds living nearby and urged the City Commission not to reconsider, stressing the impact on local residents.

Ms. Liz Bell Vasquez, 1021 Wilmington Street, expressed concerns about consistently high water bills, stating that she was without water for four months due to a \$1,400 bill and has since received bills as high as \$9,062. She noted overlapping service dates on her statements, suggesting she may be charged twice for certain periods. Ms. Vasquez requested a representative from the water department be made available to address these billing issues.

Mayor Taylor asked staff to connect with Ms. Vasquez and any others who have concerns about water bills.

Ms. Sujei Jova, 2020 Rutland St., requested the City Commission consider amending the RV ban rather than enforcing a complete ban. She suggested limiting RVs to one per property and ensuring they are not used as dwellings. Ms. Hova explained that her RV is not connected to any utilities and is only used for travel. She expressed that it would be unfair for responsible RV owners like herself to incur additional costs due to the actions of others. She also proposed the possibility of requiring permits for parking RVs on private property.

Mr. Eric Pickett, 3181 Northwest 77th Street, supported reinstating the curfew, emphasizing that children should not be out after dark without supervision. Speaking from personal experience with crime in his youth, Mr. Pickett stressed the importance of keeping children safe at home to prevent them from falling into criminal activities. He highlighted the need for after-school programs, supported by recreational directors and churches, to provide positive alternatives for children. He expressed optimism that with community support and cooperation, the curfew could be a success.

Ms. Vicki Howard, 14225, NW 22nd Ct. yield her time to the next speaker.

Ms. Queen Anderson, 750 Curtis Drive, agreed with the previous speaker regarding RVs, raising concerns about how they are being used as dwellings in Opa-locka. She emphasized that the issue isn't the RVs themselves but rather who is living in them and the potential lack of oversight. She questioned how utilities like electricity and water are managed for RVs being used as homes, and whether there are ordinances regulating these setups. Ms. Anderson suggested that RVs should be hidden or fenced in, as is required in other communities.

Ms. Audrey Dominguez, 1147 Jann Avenue, spoke about the RV ordinance passed in October 2022, noting that many residents were not properly informed or notified. She highlighted the lack of communication during the second reading of the ordinance and a recent RV workshop in August 2024. Ms. Dominguez emphasized the need for better communication with residents regarding changes that affect them. She referenced a Miami-Dade County resolution that could result in the loss of homestead exemptions for those unlawfully parking RVs on residential properties. She questioned who is responsible for informing residents of such changes and urged the city to improve its notification process to ensure compliance.

Mr. Luis Galvez, 126 Wilmington Street, addressed the City Commission in Spanish, and City Clerk Flores served as the interpreter. He requested reconsideration of the RV ordinance. He emphasized that many residents did not receive notifications about the ordinance or its implications. Mr. Galvez suggested that RVs should require registration and tags, should not be used as rental properties or dwellings, and proposed limiting the number of RVs per household. He also recommended standardizing the placement of RVs on properties and suggested implementing fees for RV ownership.

Mr. Emmanuel Exposito, 561 Sharar Avenue, expressed concerns about the RV ordinance, stating that residents are confused about why the changes were made without sufficient communication. He urged the community and city to work together to find smart solutions, such as preventing illegal rentals and identifying residents in the area. Mr. Exposito emphasized the importance of helping each other and asked the Commission to reconsider the ordinance for the benefit of the entire community.

A resident addressed the City Commission in Spanish, and Assistant City Clerk Floralba Valdez-Wright served as the interpreter. She expressed concerns about the RV ordinance. She assured the Commission that she wouldn't endanger her daughters by allowing others to live in an RV on her property. She explained that her two trash cans are due to Amazon deliveries and that she pays \$600 a month for her husband to park his truck elsewhere to avoid disturbing

neighbors. She consulted her neighbor before purchasing her \$37,000 RV, obtained a permit, and disagreed with claims that RVs devalue property or make the city unattractive.

Janie Russell, 1210 Perry Street, thanked Commissioner Williams for bringing forth the RV ordinance and shared her frustration over high water bills. After receiving unusually high charges, she followed city guidance, but discovered the meter was broken during replacement, causing a flood. Despite this, she continues to receive large bills, including a recent \$1,000 charge, with no response from the city. She called for accountability on water billing issues and stressed that the RV debate is about community concerns, not race.

Ms. Nikisha Williams, [address inaudible], thanked Commissioner Williams for addressing the RV issue and explained that many states, including California, Delaware, and Georgia, regulate RV parking, with some not allowing it at all. She emphasized the growing presence of RVs in Miami-Dade County and argued that while affordable housing is a crisis, RVs should not be used as a solution. Drawing a parallel to tenement housing in the early 1900s, she warned of the dangers of unregulated living conditions. Ms. Williams urged the Commission not to repeal the RV ordinance but to improve it by requiring permits, limiting parking duration, and considering front yard parking to increase visibility and safety.

Ms. Roslyn Kelly, 420 Aladdin Street, questioned why the recently passed RV legislation is being considered for repeal. She emphasized the strain on taxpayers, sharing concerns about people rerouting water and electricity, which raises utility bills for paying residents. While she expressed empathy for those facing homelessness, she urged the City Commission to prioritize the taxpayers and suggested amending, rather than repealing, the ordinance to address the issue fairly.

Dr. Retevea Bain-Walden, 1860 Service Road, expressed concerns about issues beyond RVs, including illegal home modifications and utility tampering. She mentioned experiencing utility hikes, encroachment on her property, and dealing with legal action against her neighbors, who continue to violate restraining orders. Dr. Bain-Walden emphasized the need to address these ongoing problems and called for more attention to these issues. She stated she would sue for defamation of character if needed.

Ms. Tina [inaudible last name] 2040 York Street, voiced frustration over corruption and poor leadership in Opa-locka. She criticized support for certain commission candidates and highlighted the need for genuine leadership and accountability, especially for families affected by violence. She stated Dr. Walden would not be elected to City Commission.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor clarified that the RV legislation was not intended to divide the community, but rather to support the city's ongoing beautification efforts. He emphasized that legislation is impartial and aims to improve Opa-locka for all residents, incorporating many ideas from the community.

Commissioner Kelley mentioned meeting with several residents about the RV ordinance and acknowledged the challenges and intent behind it. He emphasized the importance of following policy, specifically the 90-day public information campaign required by the ordinance, which he noted had not taken place. Commissioner Kelley suggested extending the moratorium and deferring the September 30th enactment to allow time for public input and addressing concerns. He asked why the 90-day campaign had not been implemented and requested clarification from staff.

Commissioner Williams expressed frustration over the handling of the RV ordinance, stating that discussions about repealing or altering her legislation should have taken place during the Commission meeting, not outside of it. She emphasized the importance of following proper procedures and criticized other board members for making decisions about her legislation without consulting her. While open to amendments, she stressed that decency and order must be maintained in the process.

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, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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 12-1.

City Manager Williams introduced the item and provided a brief background. He noted challenges, specifically concerning the evaluation timeline. The resolution now includes dates.

Commissioner Kelley asked how it would cost. City Manager Williams stated that \$41,500 is the maximum amount of the legislation.

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

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

- 2. [13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SOUNDTHINKING, INC. (FORMERLY**

SHOTSPOTTER, INC.) FOR THE PROVISION OF GUNSHOT DETECTION, LOCATION, AND FORENSIC ANALYSIS SERVICES UTILIZING GRANT FUNDING FROM THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND DOLLARS (\$99,000.00) IN THE FORM ATTACHED HERETO AS 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 Kelley, seconded by Commissioner Bass, to discuss Agenda Item 12-2.

City Manager Williams introduced the item and provided a brief background. He noted the first year was covered by grant funding and this is their second year.

Commissioner Kelley inquired about renewals. Chief Ottley clarified that it would renew annually.

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

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

- 3. [13-13] 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 BUS BENCHES / SHELTERS AND TRASH RECEPTACLE, ADVERTISING AND MAINTENANCE; 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 Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 12-3.

City Manager Williams introduced the item and provided a brief background. It noted Mr. Austin was available to answer questions.

Commissioner Kelley asked about the number of proposed bus shelters. Mr. Aria Austin, Public Works Director, said they were going to yield to the contractor to see what type of shelters they would proffer. Commissioner Kelley hopes to see larger shelters or benches. Mr. Austin said the intent is to have benches or shelters at all stops within the City.

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH FLORIDA NATIONAL UNIVERSITY (FNU) FOR A TUITION REDUCTION PROGRAM FOR THE BENEFIT OF CITY EMPLOYEES, AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A LUMP-SUM BONUS PAYMENT POLICY PURSUANT TO SECTION 215.425, FLORIDA STATUTES; 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 AN AGREEMENT WITH SOUNDTHINKING, INC. (FORMERLY SHOTSPOTTER, INC.) FOR THE PROVISION OF GUNSHOT DETECTION, LOCATION, AND FORENSIC ANALYSIS SERVICES UTILIZING GRANT FUNDING FROM THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND DOLLARS (\$99,000.00) IN THE FORM ATTACHED HERETO AS 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 EXECUTE THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, ATTACHED HERETO AS EXHIBIT “A”, TO AID IN ISSUING CIVIL CITATIONS AND MISDEMEANOR INFRACTIONS OF ENUMERATED SECTIONS OF THE MIAMI-DADE COUNTY CODE; 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 ISSUE A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES REQUIRED FOR AN AMERICANS WITH DISABILITIES (ADA) COMPLIANCE ASSESSMENT AND TRANSITION PLAN FOR 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, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH REQUEST FOR PROPOSALS (“RFP”) NO. 24-0311200, PERTAINING TO THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; 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, ACCEPTING THE PROPOSAL OF STONEHENGE CONSTRUCTION, LLC FOR THE RELOCATION OF THE SANITARY SEWER GRAVITY MAIN SERVICES RELATED TO PROPERTY LOCATED ALONG 133rd STREET PURSUANT TO RFP NO. 24-0507200; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STONEHENGE CONSTRUCTION, LLC FOR SERVICES, IN THE FORM ATTACHED HERETO AS EXHIBIT “A”, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTYONE THOUSAND, FOUR HUNDRED EIGHTY-SIX DOLLARS AND THIRTY CENTS (\$261,486.30); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR CONSULTANT SERVICES FOR ANNEXATION REPORTS FOR A QUALIFIED CONSULTANT TO UPDATE THE**

ANNEXATION REPORT DATA FOR AREA A AND AREA B AND PROVIDE AN IN-DEPTH AND COMPREHENSIVE ANALYSIS FOR AREA C, AS DESCRIBED HEREIN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

- 9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR THE SALE OF CITY-OWNED PROPERTY PURSUANT TO RFP NO. 24-0501200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA INDUSTRIAL PROPERTIES EIGHT, LLC FOR SAID SALE AND PURCHASE, IN THE FORM ATTACHED HERETO, IN AN AMOUNT OF TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$280,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; 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 EXECUTE AMENDMENT #1 TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT “A”, TO AMEND THE SCOPE OF THE GRANT TO INCLUDE ONDEMAND SERVICE TO COMPLEMENT THE FIXED ROUTE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 11. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND ADDENDUM TO THE DECEMBER 18, 2023 CONSENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES MANAGEMENT (DERM), ATTACHED HERETO, TO PROVIDE AN UPDATE ON THE CITY’S SANITARY SEWER MODEL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SEMINOLE TRIBE OF FLORIDA CONTRACT WITH ARDURRA GROUP, INC. FOR QUALIFIED PROFESSIONAL SERVICES**

FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES (SEMINOLE TRIBE OF FLORIDA RFQ #17-2023), AND ENTER INTO AN AGREEMENT WITH ARDURRA GROUP, INC. FOR LEAD AND COPPER RULE (LCR) FEDERAL COMPLIANCE ASSISTANCE SERVICES, IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$98,180.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

13. 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 BUS BENCHES / SHELTERS AND TRASH RECEPTACLE, ADVERTISING AND MAINTENANCE; 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, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR DRAINAGE CLEANING AND CCTV INSPECTION OF CITY MUNICIPAL STORM SEWER SYSTEM; 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 IQ BUSINESS GROUP, INC FOR PUBLIC RECORD MANAGEMENT SERVICES PURSUANT TO RFP NO. 240501200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IQ BUSINESS GROUP, INC FOR SAID SERVICES, IN THE CONTRACT FORM ATTACHED HERETO, AND IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Clerk*

Action taken on the Consent Agenda Resolutions can be viewed under Agenda Item 6 – Approval of Consent Agenda and Pull List.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING FINAL PLAT REVIEW REQUEST FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 082128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

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

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to discuss Agenda Item 15-A.1.

Mayor Taylor passed the gavel to Vice Mayor Ervin and left the dais.

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

City Manager Williams introduced the item and stated Development Director Mr. Gregory Gay was available for questions.

Commissioner Williams asked for a brief overview.

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

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

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL PLAT REVIEW REQUEST FOR THE CONSTRUCTION/REHABILITATION AND OPERATION OF A CONSTRUCTION EQUIPMENT RENTAL COMPANY AT 2950 NW 132ND TERRACE AND 2990 NW 132ND TERRACE AND IDENTIFIED BY FOLIO 082128-004-0350 AND 08-2128-004-0340 IN THE I-2 ZONING DISTRICT;**

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 Vice Mayor Ervin, to discuss Agenda Item 15-A.2.

City Manager Williams introduced the item and stated Development Director Mr. Gregory Gay was available for questions.

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

Commissioner Kelley wanted to ensure the landscaping is completed as laid out in the final plat review. Mr. Gay affirmed.

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

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

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL PLAT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

It was moved by Commissioner Bass, seconded by Commissioner Williams, to discuss Agenda Item 15-A.3.

City Manager Williams introduced the item and provided background. He stated Development Director Mr. Gregory Gay was available for questions.

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

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

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

4. 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 FOR THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08- 2129016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 15-A.4.

City Manager Williams introduced the item and provided background. He noted that the Commission had tasked staff with finding unique businesses for Opa-locka. The proposed indoor shooting range, if approved, would be the only one of its kind in South Florida and would partner with the Opa-locka Police Department for training, making the city stand out. Development Director Gregory Gay and the Chief Ottley were available for questions, and the applicant has prepared a presentation.

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

Commissioner Kelley reiterated a question from a previous meeting whether it would be open to the public or private only.

Mr. Eric Greenwald, on behalf of the applicant Armory One, clarified that there will be certain vetting requirements including fees and background checks. He said it is primarily envisioned as a law enforcement training center.

Commissioner Kelley expressed concern about what future businesses or services might be allowed in the community, noting that while some residents are interested in going to a gun range, it's important to carefully consider what is being offered to the public.

Commissioner Williams voiced concerns about the shifting language regarding the proposed shooting range, noting that it was initially described as private but is now being referred to as a membership-based facility. She expressed worry that approving this range could open the door to more shooting ranges in the city, changing its character. Williams emphasized the need for clarity in planning and legislation and stated her opposition to the project.

Commissioner Kelley asked whether the conditional use approval for the vendor would require periodic reviews. City Attorney Norris-Weeks clarified that conditional use means the city can impose specific conditions, which remain in effect as long as the use continues at the location. She suggested that Mr. Gay could outline the specific conditions for the record to provide clarity.

Commissioner Kelley expressed his desire to ensure the facility remains open to the public and requested specific language be included to reflect this.

Commissioner Bass emphasized that she wants to know the specific conditions.

Mr. Gay outlined the conditions currently included in the proposal, which pertain to zoning, land use, site plan specifics, and the distance from residential areas. He noted that safety measures, environmental considerations, hours of operation, security, and storage were addressed. Additionally, under community engagement, the facility is required to actively participate in the community through educational programs, safety seminars, outreach initiatives, and collaboration with local law enforcement agencies.

Mayor Taylor reiterated the City Commission's desire for the community to have access.

Mr. Gay stated that if the membership and its description need to be included as part of the proposal, it can be added through a motion or an amendment to the current motion for approval.

Commissioner Kelley stressed that it should have been clear after the previous meeting.

Major Kaj Larsen, applicant, clarified a few points regarding the application, emphasizing that his unit would be headquartered at the facility and that this was the first time the conditional use aspect of the application was being heard by the city. He noted that they had worked with staff to address concerns since the ordinance was discussed. He explained that the facility is intended to be open to the public, including firearms enthusiasts, law enforcement, and firearms owners, but safety is paramount. He expressed willingness to include a membership vetting process in the community engagement aspect of the proposal.

Discussion continued about amending the language of the legislation.

City Attorney Norris-Weeks stated that the applicant requested to defer to the September 25, 2024 meeting to ensure the language is correct.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to defer Agenda Item 15-A.4 to the September 25, 2024 meeting.

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

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

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 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***

This item was heard immediately following the Consent Agenda.

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

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

City Manager Williams introduced the item and provided background. He stated the Governor's Office approved the budget without any changes or amendments. He said Mr. Robert Anathan was available for questions.

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

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 4-0 vote.

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

Commissioner Bass was not present on the dais for the vote.

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN TO INCORPORATE THE ADOPTED 2022 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE AND TO STRENGTHEN THE COORDINATION BETWEEN WATER SUPPLY PLANNING AND LOCAL LAND USE PLANNING BY AMENDING CERTAIN OBJECTIVES AND POLICIES IN THE INFRASTRUCTURE, CONSERVATION, INTERGOVERNMENTAL COORDINATION AND CAPITAL IMPROVEMENTS ELEMENTS AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 10, 2024). *Sponsored by City Manager***

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

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

City Manager Williams introduced the item and provided background. He stated this is to improve the city's aging water and public infrastructure, noting the ongoing efforts to address these issues. He noted that Development Director Mr. Gregory Gay was available to answer any questions.

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

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 4-0 vote.

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

Commissioner Bass was not present on the dais for the vote.

- 2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE OPA-LOCKA COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1)), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 10, 2024). *Sponsored by City Manager***

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, to discuss Agenda Item 16-B.2.

City Manager Williams introduced the item and provided background. He stated this item concerns the city's Comprehensive Master Plan, which outlines the city's growth and modernization. This portion focuses on the evaluation and appraisal of the plan. He noted Development Director Mr. Gregory Gay was available for questions.

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

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

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

3. **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 (first reading/public hearing held on July 10, 2024). *Sponsored by City Manager***

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 16-B.3.

City Manager Williams introduced the item and provided background. He stated this item is concerning the final step in the process to determine if Opa-locka will have an indoor shooting range. Both Development Director Mr. Gregory Gay and Police Chief Ottley are available, along with the sponsors, to answer any questions.

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

In response to Commissioner Williams question, City Manager Williams clarified this item must be heard before Item 4.

There being no additional discussion, the motion to approve the ordinance passed by a 4-1 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Williams stated he wanted to address comments made during citizens' forum. He clarified that the City Manager does not have the authority to direct police arrests or influence investigations, in response to a claim made by a resident. He emphasized that any

such suggestions are false. He then addressed ongoing challenges with Miami-Dade County regarding water bills, specifically mentioning that the county is managing aspects like water shut-offs and payment plans without Opa-Locka's involvement. Negotiations are underway and assured the City Commission and residents that progress is being made, with updates to be provided regularly. City Manager Williams also responded to claims that the city had not conducted sufficient outreach regarding the RV ban ordinance. He insisted that significant outreach had been conducted, including efforts from code compliance, which provided individual invitations to residents. He concluded by noting he would provide further updates on other topics, including Glorieta Gardens and financial audits later in the meeting.

Vice Mayor questioned Chief Ottley about police providing security to former Commissioner Chris Davis, who is running for office. She noted frequent police presence around Davis' home, with photos as evidence. Chief Ottley denied ordering the security and explained that while police had visited the house for investigative reasons, no ongoing security was directed by him.

Vice Mayor Ervin questioned if the City Manager was aware he isn't authorized to hire a law firm. City Manager Williams confirmed he has never hired or engaged legal services. Vice Mayor Ervin then asked City Attorney Norris-Weeks if the City Manager has the authority to hire a law firm, to which Norris-Weeks responded that he does not. Vice Mayor Ervin noted that a law firm had been hired to investigate a police officer without the Commission's knowledge.

City Manager Williams clarified that under Title 10, Chapter 112, Section 532 of the Florida Statutes, also known as the Law Enforcement Officers' Bill of Rights, discussing an open investigation involving a police officer is prohibited.

Discussion continued about the topic.

City Attorney Norris-Weeks recommended a clear resolution to outline procedures for legal matters and investigations, citing difficulties caused by the City Manager's lack of communication. This lack of information hinders her office's ability to defend the city in lawsuits. She proposed a resolution to ensure proper processes are followed, especially for internal investigations or special counsel involvement, to improve communication and protect the city effectively.

Vice Mayor Ervin questioned why a city employee was investigated for allegedly stealing \$700, then raised concerns about City Manager Williams receiving an \$850 monthly car allowance while using city and police vehicles, calling it an abuse of power. She suggested the matter, involving over \$4,000, should be investigated.

City Attorney Norris-Weeks stated the City Commission can call for an investigation into the city manager but recommended using an outside employment attorney for impartiality. She suggested presenting three options for the Commission to choose from, rather than having HR handle it, to ensure a more objective process.

Vice Mayor Ervin called for equal accountability for all city employees, criticizing the City Manager for using city resources to defend himself and highlighting the need for fairness. She urged the City Manager to focus on his duties and avoid involvement in campaign activities.

Mayor Taylor asked for a status update on the senior buses, and City Manager Williams responded by confirming that the new senior bus is currently in use. However, there is an issue with one of the doors not functioning properly. He mentioned that the city plans to return the bus for repairs under the lease agreement, but the seniors are reluctant to let the bus go for the necessary fixes.

Commissioner Kelley asked about the relocation of the mayor and commission offices, noting the ongoing building subsidy due to a lack of tenants. City Manager Williams mentioned that two businesses are interested in renting the third floor, but direction from the commission is needed on whether they will move or stay. Commissioner stressed the importance of deciding to either rent the third floor or proceed with the move.

Mayor Taylor suggested the City Commission remain on the fourth floor, stating it would be impractical to mix government offices with tenant.

Commissioner Williams agreed with the decision to keep the commission offices on the fourth floor, citing the sensitivity of having government offices too close to potential tenants.

Mayor Taylor requested that if any retrofitting is done on the third floor, the chamber area should remain secure and used solely for Commission purposes, while other areas could be repurposed for tenants.

Commissioner Kelley asked about the condition of the Gateway entrance, noting that it looked torn up. Ms. Adelina Gross, the CIP Manager, explained that the area is part of a Florida Department of Transportation (FDOT) project on 27th Avenue to install a crosswalk connecting the sidewalks. Commissioner Kelley clarified he was referring to the area around the Gateway sign, not the sidewalk. Ms. Gross confirmed the torn-up area is part of the project and assured that improvements would be made as the project progresses.

Commissioner Kelley expressed concern about the ongoing negotiations with the county regarding water services, which have been progressing slowly. He suggested that after the next scheduled meeting, the City Manager should update the Commission, as they may need to get involved due to the impact on residents facing high water bills. He also raised the issue of recent shootings in the city and asked the City Manager for an update on efforts to address the situation, without requesting specific details, but to provide reassurance that actions are being taken.

Chief Ottley outlined efforts to address recent shootings, highlighting collaboration with Miami-Dade's gang task force and ongoing patrols. He reassured residents that officers are working around the clock and confirmed all required security at residential complexes is in compliance, with new contracts signed. Commissioner Kelley suggested expanding crime

watch programs to include more community and commercial areas for improved communication.

Commissioner Williams raised concerns about high water bills, including their own \$1,400 charge, and questioned whether residents should pay now to avoid shut offs. She asked for clarity on possible reimbursements once the issue is resolved, noting rising utility costs and predicting more complaints from homeowners if the problem continues.

Commissioner Williams asked about the status of the park's playground. City Manager Williams replied that a contract is being finalized as a piggyback contract and will be brought to the City Commission in the first meeting of October.

City Manager Williams addressed several concerns, clarifying that the "Seniors on the Move" program has been in place for about a year and is independent of him. The city provides transportation for approximately 50 registered seniors, most of whom rely on it, as only a small percentage of the city's 2,500 seniors have their own vehicles. He also addressed rumors about campaigning, stating that he has not endorsed, supported, or financially contributed to any candidate running for the City Commission, although, as a private citizen, he retains the right to support campaigns outside of work hours.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to discuss reducing the City Manager's discretionary fund from \$25,000 to \$10,000.

There being no additional discussion, the motion to approve the Future Agenda Item passed by a 4-1 vote.

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

It was moved by Commissioner Williams, seconded by Commissioner Bass, to review and revamp the ordinances for all city boards and committees.

City Attorney Norris-Weeks agreed to work with Commissioner Williams and City Clerk Flores on the item.

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

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin, for the sponsor to work with the City Attorney and City Manager to amend the RV ordinance for future consideration.

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

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

It was moved by Mayor Taylor, seconded by Commissioner Kelley, to remove Future Agenda Items.

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

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to see bank monthly bank statements.

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

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

Commissioner Kelley asked about expediting the RV ordinance amendments before the September 30 deadline. City Attorney Norris-Weeks explained that a special meeting could be held for an earlier first reading, followed by a second reading within 10 days. Alternatively, they could pass an ordinance extending the notice period, delaying the law's enforcement and providing more time for changes. Commissioner Kelley emphasized the need to prevent the ordinance from affecting residents by the deadline.

Commissioner Williams asked if they could hold a special commission meeting to meet the deadline. City Clerk Flores confirmed that the 10-day notice requirement for a September 25th meeting had already passed. However, City Attorney Norris-Weeks suggested holding a meeting next week to issue an ordinance extending the timeline before the September 30 deadline.

Clerk Flores noted that they could still advertise in the more expensive Miami Herald local section to meet the necessary timeline.

Discussion ended on the topic with no motion or vote.

20. MAYOR/COMMISSION REPORTS:

Mayor John H. Taylor Jr.

Financial Oversight Update provided by City Manager Darvin Williams

Commissioner Joseph L. Kelley

RV Ordinance

Feasibility Study Updates covering February 2023 - July 2024

Jet Ski Feasibility for Ingram Park

Commissioner Kelley clarified his actions are not meant to slight colleagues and apologized if anyone felt otherwise. He stressed the need for the 90-day education period for the RV ordinance, which he believes wasn't fully implemented, and expressed support for amending it to better inform residents. He then requested updates on delayed projects, including the gun buyback program, Wilmington Street signs, food pantry feasibility study, four-day work week, park improvements, and traffic studies, noting the financial impact of some. Commissioner Kelley also proposed using Ingram Park for jet ski access to reduce Wilmington traffic and generate revenue, requesting a feasibility study for this idea.

Vice Mayor Ervin thanked those who arranged a recent Marlins game experience and requested an update on the two-month-long criminal investigation involving a park staff member. She also wished safe travels to Parks and Recreation staff going to Fort Pierce and the Seniors on the Move heading to Niagara Falls.

Commissioner Kelley also highlighted the recent Meet Me Monday event, where Dr. Gallon spoke about education and local programs. He thanked the community for attending and announced upcoming events, including the Hispanic Heritage Month "Taste of Opa-locka" on Saturday from 3-6 PM at Bondi Pavilion, featuring a bingo tournament, food, and a mariachi

band. He also mentioned the DMV will be at Helen Miller next Friday, as part of the Feeding South Florida outreach, for those needing ID services, but registration is required.

Commissioner Bass announced the annual baby shower in celebration of National Baby Safety Month, taking place on Saturday, September 21, from 2-5 PM at Sherbondy Village Auditorium. Registration is required, and proof of Opa-locka residency is necessary, as the event is focused on benefiting local residents. Vendors will also be present.

Commissioner Williams thanked Commissioner Bass for organizing the annual baby shower and praised Coach Trent and the Opa-locka Hurricane football team, as well as the cheerleaders and coaches. She announced a community resource fair for early October and clarified the intent of the RV legislation, emphasizing it was for city beautification and not to harm anyone. She highlighted issues like trash, water, and electricity, stressing the importance of following city laws and not using homes for unapproved commercial purposes. Despite accusations, Commissioner Williams reaffirmed her commitment to the city's improvement and transparency, stating the legislative process was followed correctly. She looks forward to revisiting the RV legislation with amendments.

Mayor Taylor reminded everyone about bingo and also noted the second budget hearing will take place on September 25 at 6 PM in the chamber. He also requested the City Manager to provide the updates on Glorieta Gardens and financial oversight in writing to save time.

Mayor Taylor attended the Explorers' graduation and expressed how impressed he was with the young people's engagement. He encouraged the City Manager and others to consider increasing support for the program, especially as they approach the budget, to ensure the children have the best resources and presentation for future events. He recognized the officers involved in the program.

21. OFFICIAL BOARD APPOINTMENTS:

It was moved by Mayor Taylor, seconded by Vice Mayor Ervin, to nominate Maritza Hernandez to the Historic Environmental Preservation Board.

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

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

22. ADJOURNMENT:

City Manager Williams reminded the commission that they are invited to a groundbreaking ceremony tomorrow at 1 PM for the Redwood Mosaic Apartment Complex, the city's first housing development in 12 years.

Mayor Taylor acknowledged the families affected by 9/11 and honored the heroes from that time. He also highlighted that September is both Hispanic Heritage Month, continuing into October, and Suicide Prevention Month, encouraging support and prayers for those battling depression.

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 11:04 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

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

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

SECOND BUDGET HEARING
Wednesday, September 25, 2024
6:00 PM

1. CALL TO ORDER:

Mayor John H. Taylor Jr. called the Second Budget Hearing to order at 6:11 PM on Wednesday, September 25, 2024, at the Opa-locka Government Center, 780 Fisherman Street, 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, and Mayor John H. Taylor. Also, in attendance were City Manager Darvin Williams, Assistant City Manager Shamecca Lawson, Assistant City Attorney Candice Cobb, City Clerk Joanna Flores and Assistant City Clerk Floralba Valdes-Wright. Commissioner Veronica J. Williams arrived 6:17 p.m.

3. INVOCATION:

The invocation was delivered by Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited in unison.

6. SECOND READING ORDINANCES / PUBLIC HEARINGS

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 10, 2024). *Sponsored by City Manager***

The above ordinance was read by Assistant City Attorney Cobb.

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

City Manager Williams introduced the item. He said they are required to present two budget hearings, and this is the second one. He said the budget team was available to answer any questions.

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

Mr. Dake Schwarte, Senior Budget Analyst, read that State Statute (TRIM) Requirement into the record, noting the 8.5022 Mills Rolled-Back Rate, 9.1630 Mills Final Millage Rate. He noted it must be passed with a supermajority vote.

Commissioner Kelley expressed satisfaction they can bring tax relief to the residents. He asked about additional funding for canal cleaning, audit support, and the police Explorers programs. He inquired about the ARPA projects that still need to be encumbered.

Mayor Taylor stated they could address Commissioner Kelley's questions during the next item.

Mayor Taylor agreed the reduction for residents was important.

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

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY, AND SPECIAL FUNDS BUDGET FOR FISCAL YEAR 20242025, COMMENCING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 10, 2024). *Sponsored by City Manager***

The above ordinance was read by Assistant City Attorney Cobb.

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

Commissioner Williams arrived to the meeting.

City Manager Williams introduced the item. He stated the budget was accepted by the Governor's Office with no changes.

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

Mr. Schwarte addressed Commissioner Kelley's questions and confirmed increased funding for the police Explorers program. He stated they can adjust later with a budget amendment.

City Manager Williams said they currently do not have a budget line item for additional canal cleaning outside of the agreement with the County but can explore additional cleanings.

Commissioner Williams suggested looking for grants and sponsorship for the Explorers program.

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

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

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 at 6:31 PM.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

REGULAR COMMISSION MEETING
Wednesday, September 25, 2024
7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:03 PM on Wednesday, September 25, 2024, Opa-locka Government Center, 780 Fisherman Street, 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 City Manager Darwin Williams; Assistant City Manager Shamecca Lawson; City Attorney Burnadette Norris-Weeks; City Clerk Joanna Flores. And Assistant City Clerk Floralba Valdes-Wright.

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)

City Manager Williams requested to withdraw Item 15A-1.

Commissioner Kelley requested to pull Items 13-1 and 13-3.

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

There being no additional discussion, the motion to approve the Consent Agenda (13-2) passed by a 5-0 vote.

Vice Mayor Ervin Yes
Commissioner Kelley Yes

Commissioner Williams Yes
Commissioner Bass Yes
Mayor Taylor Yes

7. APPROVAL OF AGENDA:

City Clerk Flores read the add on Item 14-1 into the record.

[14-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED GENERAL CONTRACTOR FOR LIFT STATION FOUR RELOCATION AND REHABILITATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

City Manager Williams stated the emergency nature is that the ARPA funds must be encumbered by the end of the year, and it needs to still go out to bid.

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to add Item 14-1 to the agenda.

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

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

City Clerk Flores read the add on Item 14-2 into the record.

City Manager Williams stated the emergency nature is that the ARPA funds must be encumbered by the end of the year, and it needs to still go out to bid.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to add Item 14-2 to the agenda.

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

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

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to approve the agenda, as amended.

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

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

8. APPROVAL OF MINUTES:

First Budget Hearing Minutes - September 10, 2024

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to approve the September 10, 2024 Budget Hearing Minutes.

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

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

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

There were no reports.

10. PUBLIC PRESENTATIONS:

Vision Zero

Safe Streets and Roads for All Comprehensive Safety Action Plan

A representative from Vision Zero began the presentation and reviewed the following: Timeline; Public Engagement Campaigns; Survey Collection; Other Meetings; Crash Analysis; Top Corridors Per Jurisdiction; Special Case – Jann Avenue; Special Case – Ahmad Street; Special Case – Rutland St. and NW 22nd Avenue; Special Case – Cairo Lane; Equity Metrics; Cost to Society; Citywide High Injury Network; Community Survey Summary; Dashboards; and Next Steps.

In response to Mayor Taylor’s request, the representative briefly described Vision Zero.

Commissioner Bass noted it was a lot of information and will take some time to digest it all. She asked how many helmets were distributed in Opa-locka. The representative replied that approximately 100 helmets were given out so far.

Commissioner Kelley inquired about the study related to Jann Avenue, referencing discussions with the Mayor and a colleague about the county's involvement. He asked City Manager Williams whether the study they were conducting was tied into the county's analysis or if it was separate. City Manager Williams clarified that the county's study was separate, and the information they had gathered was based on their own analysis. The representative added that their data came from a statewide database called Signal 4 Analytics, which also included county data.

11. CITIZENS' FORUM:

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.

Mr. George Suarez, 1341 Dunad Avenue, shared concerns about the city's leadership, emphasizing the need for the police department to report to the Commission, not the executive office. He voiced frustration about a candidate running for office who previously contributed to the city's financial troubles. Mr. Suarez urged the Commission to prioritize all residents, not just a select few, and work towards making Opa-locka a community for everyone.

One resident yielded their time to Mr. Brian Dennis.

Mr. Brian Dennis, 2140 York Street, expressed frustration over rumors and ongoing issues in the city, particularly with the city manager's leadership. He compared the situation to a dictatorship, with employees, including the chief of police, feeling afraid to act due to job security concerns. He criticized the lack of action following investigations and whistleblower reports and raised concerns about an improperly handled case involving a man under house arrest. Mr. Dennis emphasized the need for leadership to take responsibility and protect city employees, calling for action to address the city's current issues.

Dr. Retevea Bain-Walden, 1860 Service Road, expressed concerns about people using her name maliciously and receiving harassing calls, where she was labeled a racist. She mentioned that she had only shared her number with specific individuals and questioned how her number was circulated. Dr. Bane-Walden pointed out the inconsistency in individuals not providing their full names and addresses when speaking at meetings, urging fairness in the process. She concluded by stating that she would pursue lawsuits for defamation of character.

Mr. Lewis B. Santiago, 1156 Perry St., expressed his pride in living in the city and attending the meeting. He urged the Mayor to maintain more order during the meetings, expressing

concern about individuals insulting others during the sessions. Mr. Santiago emphasized that such behavior is inappropriate and suggested that those with complaints should address them through proper channels, such as state or county departments. He concluded by stressing the importance of maintaining decorum to prevent potential issues, including financial or legal consequences for the city.

Ms. Katrina Parks, 2040 York Street, grieving the loss of her son to gun violence nine years ago, expressed frustration with ongoing injustices and the lack of police accountability. She criticized those in power who claim to support the community but fail to deliver justice. Emphasizing her pain, she called for action and urged others to understand the deep suffering that comes with losing a child. She stated that no one can avoid accountability for their wrongs.

Mayor Taylor closed the Citizens' Forum.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING AND ENTER INTO A SUBAWARD AGREEMENT BETWEEN THE HISPANIC ACCESS FOUNDATION AND THE CITY OF OPA-LOCKA FOR URBAN FORESTRY REVITALIZATION WITHIN THE DOWNTOWN AREA OF 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.

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

City Manager Williams introduced the item and noted Mr. Anathan was available to answer questions.

Commissioner Kelley raised concerns about a \$500,000 reimbursable grant for planting 499 trees, questioning how the city would maintain them given current challenges and the upfront cost. He also asked for clarification on vendor selection and whether trees would be planted along State Road 9, which has maintenance restrictions.

Mr. Anathan clarified the trees would be planted on the service road near State Road 9, avoiding conflicts, and no vendors had been selected yet. He promised further details on maintenance plan and vendor selection.

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

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

2. **[13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A PROCEDURE FOR SECURING OUTSIDE LEGAL SERVICES, INCLUDING INVESTIGATIONS; REQUIRING THE CITY MANAGER TO SHARE INFORMATION, DOCUMENTATION AND CONSULT WITH THE CITY ATTORNEY ON ANY AND ALL PAST, PENDING AND FUTURE INVESTIGATIONS WHERE OUTSIDE COUNSEL OR A LAW FIRM HAS BEEN CONTACTED ON BEHALF OF THE CITY; AUTHORIZING THE CITY ATTORNEY MONETARY AUTHORITY UP TO TEN THOUSAND DOLLARS TO SECURE AN OUTSIDE INVESTIGATOR, WHERE APPROPRIATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Attorney*

The above resolution was read by Assistant City Attorney Cobb.

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

City Attorney Norris-Weeks introduced the item and explained that the resolution was introduced following the previous City Commission meeting to address the process of the City Manager hiring law firms and lawyers for various tasks, including investigations. She emphasized that the city attorneys are best able to protect the city when they are informed of liability issues early. The resolution aims to ensure that all legal matters go through the City Attorney's Office, as is standard practice in other cities, and codify this procedure for future consistency.

Commissioner Kelley suggested adding language to the resolution requiring the City Commission to be notified of any actions taken without Commission approval, so they are kept informed. He requested the City Attorney to include appropriate wording for this addition. City Attorney Norris-Week had no objections to the amendment.

Commissioner Williams asked if the resolution applies only to investigations or if it extends to any situation where an attorney is needed. The City Attorney clarified that it would apply to any reason an attorney is required, not just investigations.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin, to approve the recommended amendment.

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

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

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING AND ENTER INTO A SUBAWARD AGREEMENT BETWEEN THE HISPANIC ACCESS FOUNDATION AND THE CITY OF OPA-LOCKA FOR URBAN FORESTRY REVITALIZATION WITHIN THE DOWNTOWN AREA OF THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL INSURANCE AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES, INC. (ADMINISTRATOR OF THE FLORIDA MUNICIPAL INSURANCE TRUST) FOR PROPERTY, LIABILITY, DAMAGE AND WORKERS COMPENSATION INSURANCE FOR FISCAL YEAR 2024-2025; ACCEPTING AND IMPLEMENTING THE REQUIRED CONDITIONS AT A COST OF FOUR MILLION, TWO HUNDRED SIXTY-THREE THOUSAND, ONE HUNDRED FIFTY-NINE DOLLARS (\$4,263,159.00), INCLUDING A 10% PROPERTY DEDUCTIBLE OPTION; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS BY THE PROPER CITY OFFICIALS;**

PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A PROCEDURE FOR SECURING OUTSIDE LEGAL SERVICES, INCLUDING INVESTIGATIONS; REQUIRING THE CITY MANAGER TO SHARE INFORMATION, DOCUMENTATION AND CONSULT WITH THE CITY ATTORNEY ON ANY AND ALL PAST, PENDING AND FUTURE INVESTIGATIONS WHERE OUTSIDE COUNSEL OR A LAW FIRM HAS BEEN CONTACTED ON BEHALF OF THE CITY; AUTHORIZING THE CITY ATTORNEY MONETARY AUTHORITY UP TO TEN THOUSAND DOLLARS TO SECURE AN OUTSIDE INVESTIGATOR, WHERE APPROPRIATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney***

Action taken on the Consent Agenda Resolutions can be viewed under Agenda Item 6 – Approval of Consent Agenda and Pull List.

14. NEW ITEMS:

1. **[14-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED GENERAL CONTRACTOR FOR LIFT STATION FOUR RELOCATION AND REHABILITATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

The above resolution was read by Assistant City Attorney Cobb.

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

City Manager Williams introduced the item and explained that maintaining pump stations is critical to avoid moratoriums, which prevent new businesses from entering affected areas. The city is working to update or replace aging pump stations, including pump station number four. This item, brought forward by Public Works, involves issuing an RFP to expedite the process, using ARPA funds. Mr. Austin was available to answer questions.

Mayor Taylor asked Mr. Austin if there were any pump stations currently under moratorium. Mr. Austin, Director of Public Works, confirmed that three pump stations are currently affected. Mayor Taylor requested that Mr. Austin provide detailed information, through the manager's office, outlining the exact locations of the stations and the areas impacted by the moratorium.

Commissioner Kelley asked if the RFP for the pump station project was being handled on an emergency basis within a 30-day or 45-day timeline. City Manager Williams confirmed it would follow the standard 30–35-day process. Commissioner Kelley expressed concerns about the potential for the project to exceed the budget, citing previous examples. He inquired if contingency funds were available should the costs come back higher than expected. City Manager Williams reassured him that contingency funds were in place. Commissioner Kelley also suggested holding a special meeting if necessary to avoid delays and ensure ARPA funds are not jeopardized.

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

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

2. **[14-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR A QUALIFIED PROFESSIONAL FIRM TO COMPLETE THE CAIRO LANE AND NORTHWEST 127TH STREET DRAINAGE, UTILITIES, AND ROAD RIGHT-OF-WAY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Kelley, seconded by Commissioner Bass, to discuss Agenda Item 14-2.

[14-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR A QUALIFIED PROFESSIONAL FIRM TO COMPLETE THE CAIRO LANE AND NORTHWEST 127TH STREET DRAINAGE, UTILITIES, AND ROAD RIGHT-OF-WAY IMPROVEMENTS PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

City Manager Williams introduced the item and explained that the Cairo Lane and Northwest 127th Street project is part of the city’s capital improvement initiatives, with Ms. Adelina Gross overseeing it. He mentioned that the project would be funded through ARPA and will go out for a formal bid.

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

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

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

- 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 FOR THE PROPERTY LOCATED AT 13449 NW 42ND AVENUE AND IDENTIFIED BY FOLIO 08- 2129016-0010 IN THE LIBERAL INDUSTRIAL (I-3) ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
Deferred from 09/11/2024 RCM Agenda

Item 15A-1 was previously withdrawn by the City Manager.

- 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 FOLIO 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. *Sponsored by City Manager***

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass, to discuss Agenda Item 15-A.2.

City Manager Williams introduced the item and stated Development Director Mr. Gregory Gay was available for questions.

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

Commissioner Kelley raised concerns about traffic flow and pedestrian safety at the car dealership site, especially with only one entrance and existing businesses like a tire and hauling company. He noted the high foot traffic from nearby residences and lack of sidewalks, which he mentioned in a prior briefing.

Mr. Gay, Director of Planning and Community Development, responded by confirming the presence of sidewalks around the property to address pedestrian safety. He acknowledged the traffic issue with a single ingress and egress and mentioned they had contacted the property owner to explore adding another entrance. Additionally, he stated that loading and unloading of vehicles could be managed on-site to further alleviate traffic concerns.

Commissioner Kelley raised concerns about missing sidewalks and lack of signage near the dealership entrance, affecting pedestrian safety. He asked who would handle the signage costs. Mr. Gay confirmed the property owner would be responsible for installing safety signage as part of the special exception conditions.

Mayor Taylor echoed Commissioner Kelley's concerns about the single entrance and exit at the dealership, asking if this could be addressed in the special exception. He also requested that future project images be in color and clearer, as the current ones were blurry and difficult to interpret. Finally, he emphasized the importance of addressing safety concerns related to the university nearby.

Commissioner Bass agreed with Commissioner Kelley and Mayor Taylor, stating that she shared their concerns. She emphasized that she could not support the proposal unless there was a written commitment from the applicant to address the issues raised.

Commissioner Williams raised concerns about the dealership's previous compliance issues and questioned why the proper process wasn't followed from the start. She expressed doubts about long-term maintenance, citing existing dealerships that have become eyesores, and highlighted potential problems with tow trucks near a school. Commissioner Williams concluded she could not support the proposal.

Commissioner Kelley recommended deferring the item in order for concerns to be addressed.

City Manager Williams stated they will defer the item until the October 9, 2024 meeting.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING AN ORDINANCE PROHIBITING THE STORAGE OF RECREATIONAL VEHICLES; SPECIFICALLY AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS TO EXTEND THE TIME FOR THE CITY'S PUBLIC INFORMATION CAMPAIGN INTENDED TO EDUCATE RESIDENTS ON REQUIREMENTS OF THE ORDINANCE FROM 90 DAYS TO 180 DAYS PERTAINING TO THE REMOVAL OF RECREATIONAL VEHICLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Williams*

The above ordinance was read by Assistant City Attorney Cobb.

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

City Attorney Norris-Weeks explained that the ordinance, which had been previously discussed, is unchanged except for extending the public notice period to give residents more time to understand it. The City Attorney also noted that Commissioner Williams was given the opportunity to collaborate with the City Attorney and City Manager's offices on potential changes. Commissioner Williams clarified she will not take 180 days to bring the revised ordinance back.

Mayor Taylor opened the public hearing.

Mr. Luis Galvez, 1206 Wilmington Street, through an interpreter, expressed his gratitude to the Commission for considering the item. He emphasized that a decision should be made that benefits everyone, highlighting the importance of democracy and justice for all. He concluded by thanking the Commission for listening to the concerns of the community.

A resident, through an interpreter, expressed concern that many residents, including himself, were not aware of the ordinance until it was too late to voice their opinions. He explained that several people in the community own RVs, jet skis, and boats, which they use for family vacations and recreation. He emphasized that when they purchased these vehicles, they were unaware of the ordinance, as it was not adequately communicated. He suggested that the ordinance be reconsidered, perhaps with adjusted regulations, rather than an outright removal of all vehicles. He added that he doesn't regularly read the Miami Herald, so he missed any announcements regarding the ordinance, stressing that the decision to enforce its removal feels unfair to those affected.

Mr. Emmanuel Cedar, 561 Sharada Avenue, asked if residents would receive a warning during the ordinance process. The question was clarified that further details would be provided during the public hearing. Mr. Cedar apologized for interrupting.

Ms. Guillermina Gomez, 900 Curtis Drive, asked about the next steps regarding the ordinance after the meeting. She expressed that while residents of Opa-locka need regulatory changes, they do not necessarily want a ban, particularly on RVs. She inquired if, after extending the ordinance by 180 days, there was a possibility of revoking it or adjusting the regulations. It was clarified that her question would be addressed during the discussion of the item.

Mayor Taylor closed the public hearing.

Mayor Taylor explained that the purpose of the meeting was to discuss Commissioner Williams' ordinance, which aimed to extend the educational period for the ordinance. During this extended period, Commissioner Williams would work with the City Manager and City Attorney to address residents' concerns and create a plan that works for everyone. The ordinance required two readings, and this was the first. If passed, the extension would be granted, and Commissioner Williams would present a new plan to the residents of Opa-locka.

Commissioner Williams clarified that the ordinance is not being repealed but is simply extending the education period. She acknowledged concerns, stating that while many residents are now informed, the extension allows more time for clarity. She emphasized the City Commission followed proper procedures with two readings and reassured that hearing about it later does not mean anything was done wrong.

There being no additional discussion, the motion to approve the ordinance on first reading passed by a 5-0 vote.

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

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 September 11, 2024). *Sponsored by City Manager*

The above ordinance was read by Assistant City Attorney Cobb.

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

City Manager Williams introduced the item and provided background. He explained that this is the latest budget amendment for the fiscal year ending on September 30. He noted that the city charter requires all budget adjustments, including interline transfers, to be brought before the Commission for approval. Mr. Anathan was available to answer questions.

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

There being no additional discussion, the motion to approve the ordinance on second reading passed by a 5-0 vote.

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

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

City Manager Williams stated he would provide an update under the Mayor's report.

Vice Mayor Ervin questioned City Manager Williams about missing two briefings. City Manager Williams explained one was due to a meeting in Doral and couldn't recall the other but promised to inform her in advance next time. Vice Mayor Ervin stressed professionalism, regardless of personal feelings, and expressed concerns about how City Manager Williams might treat staff. City Manager Williams assured her of his respect and responsiveness, dismissing rumors as inaccurate.

Commissioner Kelley inquired about a document received from the police department, asking if it contained new information. City Manager Williams explained it was an old resolution previously sent electronically. Chief Ottley confirmed it was a complete version of a prior PowerPoint, including missing pages and related documents. Commissioner Kelley said he would review the details later.

Discussion continued about the packet of information.

Commissioner Kelley raised concerns about the timeline and status of several initiatives, including the no-parking feasibility study, the four-day workweek, and the food pantry. He noted delays in receiving updates, particularly on items passed months ago, such as the feasibility study for parking submitted to Miami-Dade County. Commissioner emphasized the importance of timely communication, specifically in writing rather than verbally, to provide clarity to residents and businesses. He mentioned ongoing issues like flooding and drainage challenges, asking for temporary solutions while waiting for larger infrastructure improvements. Additionally, Commissioner Kelley inquired about trash receptacles on 140th and updates on business incentives from the budget. City Manager Williams acknowledged the concerns and agreed to follow up with written responses.

Commissioner Williams raised concerns about the lack of formal policies and procedures for the city, particularly regarding investigations. She referred to a letter received from a resident about ongoing investigations and expressed discomfort with the city's actions in the absence of clear guidelines. She questioned the timeline for finalizing policies and procedures, noting that the city had been discussing the matter for almost a year.

Ms. Mary Adams, HR Director, responded, explaining that a draft of the policies and procedures had been completed and was currently under review. Ms. Adams noted that over 80 policies had been revised, and the next step was a workshop for the City Commission, followed by training for directors and employees.

Commissioner Williams emphasized the urgency of finalizing the policies to avoid potential legal issues, stating that decisions being made without clear policies could have negative repercussions.

Commissioner Williams expressed concern about frequent mentions of investigations without clear outcomes. She noted the lack of clear policies and procedures, which should guide city decisions, makes her uneasy. Commissioner Williams emphasized the need for proper protocols and said she would address more concerns in future agenda items.

Discussion continued about policies, procedures, and investigations.

Commissioner Kelley requested to receive the updates in writing, particularly regarding information from FDLE and the State Attorney's Office. He expressed concern about not receiving these updates individually and asked for the relevant documents in black and white to stay informed.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

The discussion continued regarding updating policies and procedures, review by the City Attorney, timeline, and requested City Commission workshop.

There was consensus to review the policies and procedures handbook at the October 9, 2024 meeting.

It was moved by Mayor Taylor, seconded by Vice Mayor Ervin, to bring forth legislation on October 9, 2024 concerning serving alcohol at the Conga Locka event.

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

Vice Mayor Ervin Yes
Commissioner Kelley Yes
Commissioner Williams 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

Commissioner Joseph L. Kelley

City-wide Canal Cleaning Improvements

Commissioner Williams gave a shout out to the Opa-locka Hurricanes, cheerleaders, and all the coaches for their hard work every day. She acknowledged Vice Mayor for spending entire Saturdays supporting the football team and noted how challenging it is to be there. She also thanked Commissioner Bass for hosting her third baby shower.

Commissioner Bass noted that September was National Baby Safety Month, and the third annual baby shower was a success. The event had strong support from vendors and city staff, with baby items distributed and educational activities, including financial literacy games. Around 150-175 attendees participated. She thanked everyone for their contributions and looks forward to an even bigger event next year.

Vice Mayor Ervin mentioned missing the baby shower due to football but praised the event. She highlighted the success of the ongoing bingo, thanking Assistant City Manager Lawson and park staff for their support. She gave a special shout-out to Mr. Griffin for his dedication to the football program, noting his role as a troubleshooter and caretaker. She emphasized her support for the parks and reminded everyone that they are still recruiting for football and cheerleading. Lastly, she encouraged support for the cheerleaders, who will be fundraising at the upcoming home football game.

Commissioner Kelley thanked staff and the Clerk's office for their efforts. He emphasized the need for more frequent canal cleanings, suggesting subcontracting if county renegotiations fall through. Kelley highlighted recent community events, including Hispanic Heritage Month, food distributions, and a prayer event. He invited everyone to a game night on Friday and the next farm share distribution, now starting at 9:30 AM. He also mentioned plans for evening food distributions and referred a contact to Commissioner Williams for a potential event.

City Manager Williams reported that internal work on the audit is complete, and external auditors will begin their work in the first week of October, ensuring completion by the end of the year. Commissioner Kelley asked if there were enough funds allocated, particularly with the recent budget amendment, to provide adequate audit support, given the understaffed finance department. City Manager Williams confirmed that the allocated funds are sufficient to ensure no delays in the audit process.

Mayor Taylor invited everyone to the annual Spanish Heritage Month festival, Conga Locka, which will take place on October 11 at 7 PM at the Arts Courtyard, 675 Alibaba Avenue. Mayor Taylor encouraged everyone to bring their friends, emphasizing that it is a fun event for adults. Flyers are available with more details.

21. OFFICIAL BOARD APPOINTMENTS:

It was moved by Mayor Taylor, seconded by Vice Mayor Ervin, to reappoint Audrey Dominguez to the Planning and Zoning Board.

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

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

It was moved by Mayor Taylor, seconded by Commissioner Bass, to appoint Dawn Mangham to the Planning and Zoning Board.

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

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

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to appoint Merrick Williams to the Historic Environmental Preservation Board.

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

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

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 9:44 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

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

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO PROVIDE A COPY OF THE CITY'S BANKING STATEMENTS TO THE CITY COMMISSION ON A QUARTERLY BASIS EACH CALENDAR YEAR BASIS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") remains committed to the transparency and accountability of the City of Opa-Locka's funds; and

WHEREAS, to ensure that elected officials are kept abreast, the City Manager is hereby directed to provide the City Commission with a copy of the City of Opa-Locka's banking statements on a quarterly basis each calendar year. The documentation shall reflect all city transactions, including expenditures, dates, and balances; and

WHEREAS, the City Commission has determined that it is the best interest of the City and its residents to direct the City Manager to provide the entire City Commission a copy of the City's banking statements on a quarterly basis each calendar year.

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 provide each City Commissioner with a copy of the City's banking statements on a quarterly basis each calendar year.

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: _____

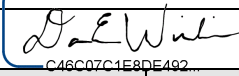
VOTE:

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

DocuSigned by:



C46C07C1E8DE492...

City Manager	Darvin Williams		CM Signature:				
Commission Meeting Date:	10/9/2024		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	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) Economic Development, Public Safety, Quality of life & City Image			
	X						
Sponsor Name	Vice Mayor Ervin		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the City Manager to provide the City's financial statement to the City Commission on a quarterly basis.

Staff Summary:

The City Commission remains committed to the transparency and accountability of the City's funds. To ensure that elected officials are kept abreast, the City Manager is directed to provide the City Commission with a copy of the City's financial statements. The documentation shall reflect all expenditures and account balances within a quarterly period.

Financial Impact: There is no financial impact for this item.

Proposed Action:

Staff recommends that the City Commission directs the City Manager to provide the City's financial statement to the City Commission on a quarterly basis.

Attachment:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LANDSHORE ENTERPRISES, LLC. FOR THE COMPLETION OF PHASE II OF THE BURLINGTON STREET CANAL SLOPE RESTORATION PROJECT, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED EIGHT THOUSAND, ONE HUNDRED SIXTY-FOUR DOLLARS (708,164.00), FURTHER AUTHORIZING AN ADDITIONAL FIVE PERCENT (5%) CONTINGENCY BUDGET OF THIRTY-FIVE THOUSAND, FOUR HUNDRED EIGHT DOLLARS AND TWENTY CENTS (\$35,408.20); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On October 27, 2021, the City Commission of the City of Opa-Locka ("City") adopted Resolution 21-9926 to remobilize the Burlington Street Canal Slope Restoration Project for the completion of Phase I; and

WHEREAS, Landshore Enterprises, LLC ("Landshore") was contracted by the City for design-build services for the project. The initial design, including stabilization of the existing canal banks, was approved by the City and other government agencies having jurisdiction in 2014. A portion of the project (approximately half of Phase I) was completed but the project was put on hold in 2015 due to financial issues of the City; and

WHEREAS, The initial design, which included stabilizing the existing canal banks, received approval from the City as well as relevant regulatory agencies; and

WHEREAS, Phase I of the project has been completed in Fiscal Year 2023-2024; and

WHEREAS, the City Manager now seeks approval from the City Commission to enter into an agreement with Landshore Enterprises, attached hereto as Exhibit "A", for the Burlington Street Canal Slope Restoration Project (Phase II) in an amount not to exceed Seven Hundred Eight Thousand, One Hundred Sixty-Four Dollars (708,164.00); and

WHEREAS, Landshore is well-acquainted with the project, having developed the design for all three phases and successfully completed Phase I. Therefore, continuing the Project with Landshore is in the City's best interest to save both time and money compared to starting anew; and

WHEREAS, Section 2- 318 (4)(a) of the of the City' s Purchasing Code (as approved by Ordinance 2020-07) exempts "services involving special skill, ability, training, or expertise, which in their nature are unique, original or creative" from competitive procurement; and

WHEREAS, the City Commission finds that entering into an agreement with Landshore Enterprises, LLC, attached hereto as Exhibit "A", for the completion of Phase II of the Burlington Street Canal Slope Restoration Project, in an amount not to exceed Seven Hundred Eight Thousand, One Hundred Sixty-Four Dollars (708,164.00), further authorizing an additional five percent (5%) contingency amount of Thirty-Five Thousand, Four Hundred Eight Dollars and Twenty Cents (\$35,408.20), in the event of unforeseen emergency change orders.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with Landshore Enterprises, LLC, Inc., attached hereto as Exhibit "A", for the completion of Phase II of the Burlington Street Canal Slope Restoration Project, in an amount not to exceed Seven Hundred Eight Thousand, One Hundred Sixty-Four Dollars (708,164.00), further authorizing an additional five percent (5%) contingency amount of Thirty-Five Thousand, Four Hundred Eight Dollars and Twenty Cents (\$35,408.20), in the event of unforeseen emergency change orders.

SECTION 3. AUTHORIZATION OF FUNDS

The City Commission hereby authorizes funds in the amount of Two Hundred Ninety Thousand Four Hundred and Forty-Seven Dollars (\$290,447.00) to be reallocated from the Cairo Lane project's FY 23 budget to fund this project.

SECTION 4 SCRIVENER'S ERRORS

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

Section 5. EFFECTIVE DATE.

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

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

John Taylor, Mayor

Attest:

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

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Manager Signature:	DocuSigned by: <i>Adelina Gross</i> DocuSign ID: 1094114	
City Manager	Darvin Williams		CM Signature:	<i>Darvin Williams</i> DocuSign ID: 1094114	
Commission Meeting Date:	10/09/2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	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 X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) Economic Development, Public Safety, Quality of life & City Image	
Sponsor Name	City Manager		Department: Capital Improvements Program	Sponsor Name City Manager	

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to accept the proposal of Landshore Enterprise for Phase II of the Burlington Street Canal Project.

Staff Summary:

On October 27, 2021, the City Commission approved Resolution 21-9926 to advance the Burlington Street Canal Project into Phase I completion. In 2014, the City of Opa-Locka contracted Landshore Enterprises, LLC (Landshore®) for design-build services related to the Burlington Street Canal Slope Restoration Project. The initial design, which included stabilizing the existing canal banks, received approval from the City and relevant regulatory agencies. Phase I of the project has been completed in FY 23-24.

Approval from the Commission is requested to move forward with Landshore Enterprises for the Canal Bank Stabilization Project (Phase II) and to establish an agreement not to exceed \$708,164.00. Landshore is well-acquainted with the project, having developed the design for all three phases and

successfully completed Phase I. Therefore, continuing with Landshore is in the City's best interest to save both time and money compared to starting anew. The City Code of Ordinances Section 2-318 (4) (a) allows for waiving competitive bidding when it is deemed beneficial for the City.

Financial Impact: The FY 25 budget has allocated \$750,000 for the construction and repair of the Burlington Canal – Phase II, funded through the Stormwater-CIP Fund Account # 87-5356328. The contracted cost is set at a maximum of \$708,164.00, with an additional 5% contingency of \$35,408.20 requested. This results in a total project cost of \$743,572.20, which remains within the budget. As part of a Capital Improvement Project (CIP), this is a one-time expense, ensuring there will be no ongoing operational financial impact in future years.

Proposed Action:

Staff recommends that the City Commission authorize the City Manager to enter into an agreement with Landshore Enterprises for \$708,164.00 for Phase II of the Burlington Street Canal project and further approves the establishment of a 5% contingency (\$35,408.20) for utilization if a need arises for further change orders.

Attachment:

1. Agenda
2. Plans and Specifications Burlington Canal Phase II
3. Permit Class III from Miami- Dade County, Division of Environmental Resource Management (DERM)
4. Resolution 14-8841, Authorizing the City Manager to enter into an Agreement with Landshore Enterprises
5. Burlington Street Canal Design and Build Executed Agreement
6. Phase II Proposal of Services
7. Opa-locka Contract w. Landshore Enterprises for Phase-2 of Burlington Street Canal Project.



miamidade.gov

Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

October 24, 2023

RE: Miami-Dade County Class III Permit No. 20220040: located at NW 22 AVENUE TP 136 STREET, OPA LOCKA, FL 33054 OPA LOCKA, FL 33054-

Dear AIRIA AUSTIN:

Enclosed is a copy of Class III Permit No. 20220040, pursuant to the provisions of Section 24-48 of the Miami-Dade County Code. Please call or notify this office no later than forty eight(48) hours and no earlier than five(5) days prior to the commencement of work authorized by this permit, by submitting the attached Notice of Commencement of Construction via U.S. Mail, or by email dermwatercontrol@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Marsel Fakhrutdinov".

Marsel Fakhrutdinov, P.E.
Senior Professional Engineer, Water Control Section
Division of Environmental Resources Management

Enclosure





Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

NOTICE OF COMMENCEMENT OF CONSTRUCTION

Permit Number: CLIII - 20220040

Issue Date: October 23, 2023

Construction Expiration Date: October 23, 2025

Project Name: BURLINGTON STREET CANAL SLOPE RESTORATION PHASE 1

Location: NW 22 AVENUE TP 136 STREET, OPA LOCKA, FL 33054 OPA LOCKA, FL 33054-

Permittee: AIRIA AUSTIN
CITY OF OPA-LOCKA

Contractor: MCI CONTRACTORS, INC.
License No.: CGC 1516249

Professional Engineer: Pieter M Lombard, P.E.
LANDSHORE ENTERPRISES, LLC

MUST BE FILLED IN BY PERMITTEE OR CONTRACTOR:

START DATE: _____

DATE OF COMPLETION : _____





**Class III Permit for work in
Canal ROW, Easement or Reservation**

Permit Number: CLIII-20220040
Project Manager: RAUL JUNCO-PI

Issue Date: 10/23/2023
Construction Expiration Date: 10/23/2025

Permittee:

CITY OF OPA-LOCKA
AIRIA AUSTIN
12950 NW 42 AVENUE
OPA-LOCKA, FL 33054-

Contractor:

MCI CONTRACTORS, INC.
Mr. Orlando Viveros
1806 N. FLAMINGO ROAD, STE 308
PEMBROKE PINES, FL 33028-

Professional Engineer:

LANDSHORE ENTERPRISES, LLC
Pieter M Lombard, P.E.
118 SHAMROCK BLVD
VENICE, FL

34293-

Application Name: BURLINGTON STREET CANAL SLOPE RESTORATION PHASE 1

Project Location: NW 22 AVENUE TP 136 STREET, OPA LOCKA, FL 33054 OPA LOCKA, FL 33054-

Project Description:

The proposed project is for the canal slope stabilization by the City of Opa Locka within the right-of-way and maintenance easement serving the Burlington Canal and Opa-Locka Canal. The proposed work includes regrading of existing slope and installed concrete erosion control mats, additionally geo-textile tubs or eco-filter tubes (EFT's) will also be utilized at the canal shoreline adjacent to the residential areas. The proposed canal top of banks will be no lower than the minimum Miami-Dade County Flood Criteria of approximately 5.5 feet NGVD or 4.0 NAVD for this area. All construction activities must be conducted in accordance with the approved plans signed and sealed by Pieter Marais Lombard, P.E., Landshore Enterprises, LLC., dated September 22, 2023, 27 pages.

Based on the information provided, the Department has determined that the project is consistent with Chapter 24-48 of the Code of Miami Dade County.

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

Page 1 of 6



Specific Conditions:

1. Canal banks shall be at or above Miami-Dade County Flood Criteria (CFC) elevation (5.5 NGVD-4.0'NAVD).
2. A written and certified copy of the successful compaction test results performed by independent testing company shall be provided to DERM by the Engineer of Record and/or the applicant for the canal slope restoration areas as specified above the water table in the approved construction plans within the Burlington canal and Opa-Locka canal rights-of-way, and a copy of the approved limerock base fill material shop drawing submittal.
3. The Permittee agrees not to enter upon or make use of any private property abutting or in proximity to the Project, except where permission is secured in writing from the homeowner. The Permittee is responsible for any damage caused by, or related to, construction of the Project which it fails to correct or repair and agrees to restore or repair, in a reasonable manner satisfactory to the homeowner, such property which may be damaged by the Permittee or the Permittees Agents during the construction of the Project.
4. This permit represents certain proprietary authorizations over property over which Miami-Dade County has property interests, and the issuance of this permit does not create, grant or otherwise convey any property interest or vested rights, and this permit may be revoked by DERM at any time.
5. Any modifications to the DERM approved plans of the subject Class III permit shall be submitted to DERM for review and approval prior to the implementation of any such revisions.
6. The contractor shall remove all unsuitable material, within the limits of the work, prior to or during the execution of the work. Any fill material to be used shall be in accordance with the clean fill requirements of Chapter 24 of the Miami-Dade County Code.
7. The contractor shall implement all Best Management Practices (BMP's) for stormwater erosion and sedimentation control during construction of this project in compliance with the National Pollutant Discharge Elimination System requirements.
8. DERM Class V Permit will be required for any temporary or emergency dewatering activities during the construction of the proposed project.

General Conditions:

9. DERM shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify DERM by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
10. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by DERM staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
11. All plans and documents referenced in this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by DERM.
12. This permit only authorizes work summarized in this document and in the conditions of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class III permit approval.
13. This class III Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from Water Control Section, (305) 372-6681, is

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

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Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

required for this activity.

14. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from DERM. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b) of the Code of Miami-Dade County will be returned to the applicant.
15. The permittee must allow DERM representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.
16. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If DERM determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon which the permit was issued, DERM may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.
17. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify DERM by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
18. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards stipulated in Section 24-42(3) of the Code of Miami-Dade County.
19. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.
20. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from DERM. At DERM's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3) of the Code of Miami-Dade County, or as specified by DERM, and the results sent directly to the section.
21. The PERMITTEE shall indemnify, and hold harmless the County and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance under this Permit by the PERMITTEE or the PERMITTEE's officers, employees, agents, servants, partners, principals or subcontractors. The

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
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PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The PERMITTEE expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by PERMITTEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

22. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by DERM. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
23. Unless otherwise authorized by this permit, any water body affected by the construction activity must be restored to its pre-existing condition. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
24. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
25. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.
26. If any work or activity associated with this project is to take place in-water:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 - e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and RER at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
 - f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon

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completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

27. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify DERM at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
28. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
29. If the engineer who provided certification pursuant to Section 24-48.2(I)(B)(2) of the code or pursuant to Section 24-48.2(II)(A)(4) of the code is discharged by the permittee, property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work allowed by this permit shall immediately cease and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.
30. Issuance of this permit does not relieve the applicant from obtaining all required federal, State and local permits.
31. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen or diminish any ownership, existing canal right-of-way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary and require full restoration of the site.
32. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-builts certified by the engineer of record with DERM.
33. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.floridadep.gov/water/stormwater/content/construction-activity-cgp>
34. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice

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of Intent (NOI), from the date of project initiation to the date of final stabilization . Please refer to DEP Document No. 62-621.3000 (4) (a):
<http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
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Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

June 4, 2024

City of Opa-Locka

Attn: Ms. Adelina Gross, Manager CIP Dept.

12950 NW 42nd Avenue,
Opa-Locka, FL 33054

Dear Ms. Gross,

Thank you for your interest in continuing the City of Opa-Locka-Burlington Street Canal Slope Restoration Project.

Pursuant to your request, the following is the proposed cost to continue the second phase of the project, as designed by Landshore Enterprises and permitted by Miami-Dade County on permit number CLIII-20220040.

Phase 2 \$708,164.00

If you have any questions, please let us know.

Kind Regards,
Arelis van den Berg
Chief Financial Officer
Landshore Enterprises, LLC

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	LEGEND AND ABBREVIATIONS
4	PHASES PLAN
5-7	TOPOGRAPHIC PLAN
8-10	EASEMENT & RIGHT OF WAY
11	TREE REMOVAL PLAN
12-18	PLAN AND CROSS SECTIONS
19	EROSION CONTROL ELEMENT DETAILS
20	FLEXAMAT DETAILS
21	ECO-FILTER TUBES DETAIL
22-24	SOIL / SLOPE / SOIL STABILITY ANALYSIS
25-27	MANUFACTURER'S SPECIFICATIONS

PREPARED FOR

**Office of Capital
Improvement Projects
/Programs**

**3400 NW 135th St., Bldg.B,
Opa-Locka, FL 33054**

PREPARED BY



Landshore Enterprises, LLC
"Your Shoreline Protection Specialists"

**118 Shamrock Blvd.
Venice, FL 34293
Office: 941-303-5238
Fax: 941-218-6113**

E-mail: info@landshore.com

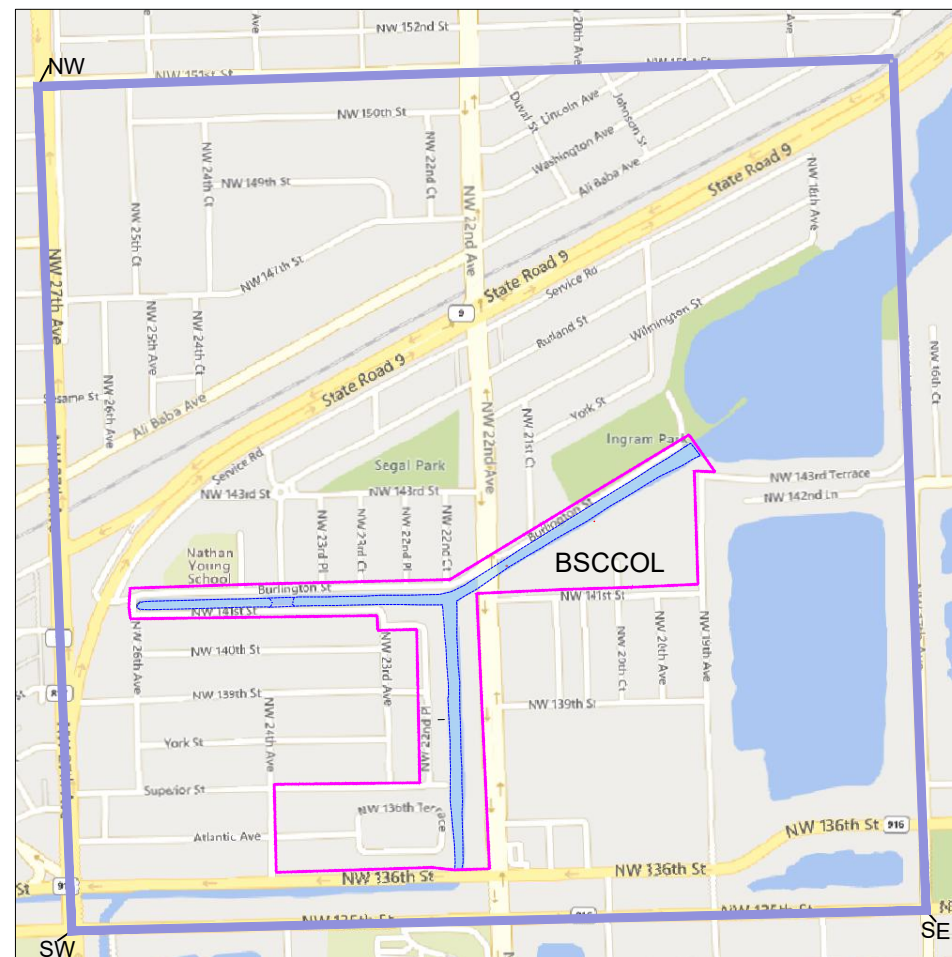
PIETER M. LOMBARD,
ENGINEER, P.E.
FLORIDA REGISTRATION No. 66596

DESIGNED BY:	NV
DRAWN BY :	NV
CHECKED BY:	AvdB
APPROVED BY:	PML
PROJECT NO:	2022-03

SHEET 1
OF 27

PROJECT NOTES:

1. GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONSTRUCTION DOCUMENTS.
2. PLANS WERE PREPARED ACCORDING TO INFORMATION COLLECTING IN THE FIELD WITH SURVEYING INSTRUMENTS, HISTORICAL DATA FROM PUBLICLY AVAILABLE SOURCES, AND PALM BEACH COUNTY GIS DATA ON PARCELS, LOTS, ROADWAY, ETC.
3. THIS IS NOT A BOUNDARY SURVEY.
4. SURVEY WAS PERFORMED ON FEBRUARY 4TH, 2022 BY LANDSHORE ENTERPRISES, LLC.
5. THE SCALES OF THE PLANS MAY HAVE CHANGE DUE TO REPRODUCTION, PLAN SHEETS ARE RECOMMENDED TO BE PRINTED OR PLOTTED ON 11"X17" PAPER.
6. COORDINATE SYSTEMS HEREON FOR THE HORIZONTAL SYSTEM ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83) FLORIDA STATES PLANES, East ZONE AND FOR THE VERTICAL SYSTEM ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), AND THE UNITS ARE BASED ON US FOOT.
7. THE BEARINGS VALUES SHOWN HEREON ARE BASED ON GPS/RTK OBSERVATIONS AND RTK CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.
8. THE PROJECT SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE INSTRUMENTS OF RECORD AND NOT OF RECORD, AFFECTING THE SUBJECT PARCEL THAT ARE NOT SHOWN ON THIS SURVEY.
9. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 1-(800)-432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.



VICINITY MAP

Pieter
Marais
Lombard

Digitally signed
by Pieter Marais
Lombard
Date: 2023.09.22
22:13:49 -04'00'

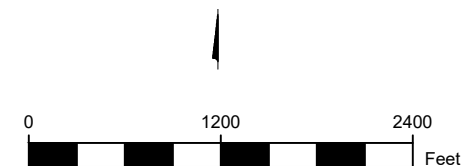
ENGINEER: PIETER M. LOMBARD REG. NO. 66596



DERM - Water Control Section

Permit CLIII-20220040 is in effect for the canal slope stabilization within the right of way and maintenance easement serving the Burlington and Opa-Locka Canals. The proposed canal top of banks will be no lower than 4.0 NAVD.

CHECK <i>Rhonda</i>	RECOMMENDED <i>C. Colburne</i>	APPROVED <i>Fuller</i>
Date 10/25/2023	File No. 20220040	Sheet 1 of 27



SCALE: 1" = 1200'

Section 22 Township 52 South, Range 41 East

Section S22 T52S R41E
Meridian Tallahassee
State Florida
Source USFS
GLO GLO Township Records

Calculated Values

Acres 651	
Centroid	25.9047174, -80.2358066
Corners	NW 25.9117653, -80.2442674
	NE 25.9122453, -80.2280073
	SE 25.8976053, -80.2273775
	SW 25.8972454, -80.2436174

<https://www.earthpoint.us/townshipssearchbydescription.aspx>

April 18, 2022

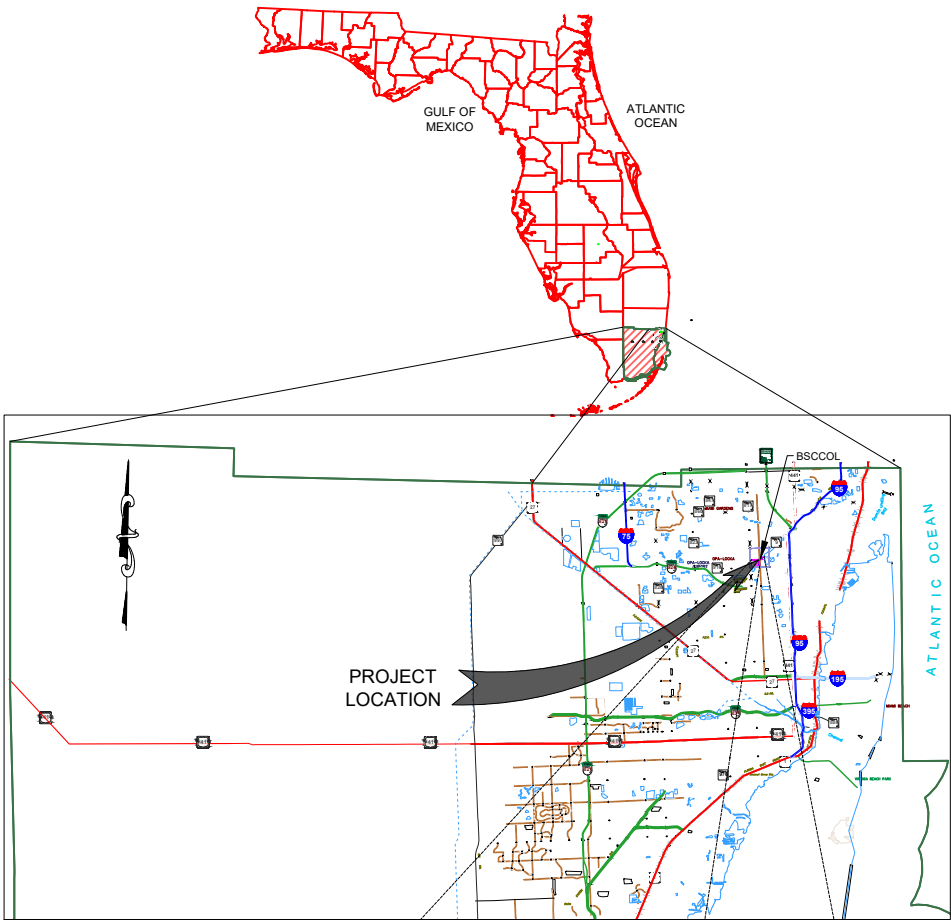
Pieter M. Lombard, Professional Engineer, State of Florida, License No. 66596
This item has been digitally signed and sealed by Pieter M. Lombard, PE, on
9/22/2023.
Printer copies of this document are not considered signed and sealed and the
signature must be verified on any electronic copies.

REVISIONS	DATE	BY
Per Miami-Dade County RAI	9/20/2022	NV
Per Miami-Dade County RAI	3/9/2023	NV
Per Miami-Dade County RAI	6/6/2023	NV
Per Miami-Dade County RAI	9/22/2023	NV

Call 48 hours
before you dig
1-800-432-4770
It's the law!



Sunshine State One Call of Florida, Inc.



LOCATION MAP

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF GOVERNMENT ENTITIES WHICH WILL APPLY, AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
4. UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM APPLICABLE AGENCIES, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE CLIENT, THE CONTRACTOR, AND THE ENGINEER OF RECORD.
5. CONTRACTOR SHALL CONTACT STATE 811, AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.
7. EXISTING UNDERGROUND UTILITIES, IF SHOWN ON THE DRAWINGS, HAVE BEEN SHOWN BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO LOCATE, IDENTIFY AND MARK EXISTING UTILITIES BY FIELD VERIFICATION, COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. (CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IN CASE OF DAMAGE, THE CONTRACTOR SHALL REPLACE IRRIGATION SYSTEMS TO MATCH EXISTING CONDITIONS AND LOCATION).
9. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
10. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL.
11. FOR EACH PROJECT AREA, VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
12. ANY N.A.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED AND PROPERLY REFERENCED BY A REGISTERED-PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE STATE BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE.
13. ALL STATIONS AND OFFSETS REFER TO [BASELINE] OF CONSTRUCTION, UNLESS OTHERWISE STATED.
14. CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM PLANS FOR CONSTRUCTION PURPOSES.
15. THE CONTRACTOR IS ALERTED TO THE PRESENCE OF UNDERGROUND WIRES AND POLES IN THE PROJECT AREA. THE METHOD OF CONSTRUCTION IN THESE LOCATIONS MUST COMPLY WITH ALL OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND CONSTRUCTION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS.
16. THE CONTRACTOR SHALL NOTIFY THE CLIENT AT LEAST 24 HOURS PRIOR TO BEGINNING OF WORK.
17. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
18. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE CLIENT ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
19. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC FLOW PATTERNS THROUGHOUT ALL WORK OPERATIONS. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CITY, STATE AND LOCAL GOVERNMENT CODES.
20. ALL EXCAVATIONS SHALL COMPLY WITH OSHA'S EXCAVATION SAFETY STANDARDS AND TRENCH SAFETY CODES, CONTRACTOR SHALL FURNISH THE OWNER WITH WRITTEN ASSURANCE THAT HE WILL COMPLY WITH THESE REGULATIONS.
21. THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
22. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT 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.

23. CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE CLIENT. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING AT HIS OWN EXPENSE ANY ITEMS, INCLUDING BUT NOT LIMITED TO NEARBY PROPERTIES AND EXISTING DRAINAGE INFRASTRUCTURE, DAMAGED DUE TO HIS PERSONNEL OR EQUIPMENT INSIDE AND/OR OUTSIDE OF THE CONSTRUCTION AREA.
25. CONTRACTOR SHALL ENSURE THAT ALL MUD OR ANY OTHER TYPE OF DEBRIS IS CLEANED FROM ADJACENT ROADWAYS (WHERE APPLICABLE) AT THE END OF EACH DAY. CONTRACTOR SHALL BE LIABLE FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY ANY TYPE OF DEBRIS LEFT ON ROADWAYS AND/OR PEDESTRIAN WAYS.
26. CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IF PLANS AND BLUEPRINTS ARE NOT PROVIDED OR AVAILABLE THE CONTRACTOR WILL NOT BE RESPONSIBLE.
27. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

SOIL EROSION, SEDIMENT, AND TURBIDITY CONTROL GENERAL NOTES

1. THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY THE ENGINEER AS REQUIRED.
2. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
3. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED NECESSARY, BY THE ON-SITE INSPECTOR.
4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.
6. ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY CONTRACTOR.
7. FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AS CLOSE AS POSSIBLE TO THE CONSTRUCTION OPERATION UPSTREAM AND DOWNSTREAM OF CANALS. TURBIDITY BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS AND DETAILS.
8. TURBIDITY BARRIERS WILL BE RELOCATED ALONG THE SHORELINE AS THE SECTIONS/PHASES OF CONSTRUCTION ARE COMPLETED.
9. TURBIDITY SCREENS OR EQUIVALENT SHALL BE PROPERLY EMPLOYED AND MAINTAINED AS NECESSARY DURING CONSTRUCTION ACTIVITIES SO THAT TURBIDITY LEVELS DO NOT EXCEED 29 NTU'S ABOVE NATURAL BACKGROUND 50 FEET DOWNSTREAM OF POINT OF DISCHARGE. IF TURBIDITY LEVELS EXCEED THESE LIMITS, PROJECT ACTIVITIES SHALL IMMEDIATELY CEASE, AND WORK SHALL NOT RESUME UNTIL TURBIDITY LEVELS DROP TO WITHIN THESE LIMITS.
10. CONTRACTOR SHALL SOD GRASS AREAS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
11. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).
12. IF 1 ACRE OR MORE IS DISTURBED, A NPDES GENERAL PERMIT IS REQUIRED.
13. ALL SALVAGEABLE MATERIALS THAT ARE REMOVED MUST BE DELIVERED AND UNLOADED AT THE MIAMI-DADE ROAD, BRIDGE AND CANAL MAINTENANCE DIVISION - 9301 NW 58 STREET, MIAMI FLORIDA, 33178.

Pieter Marais
Lombard

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Date: 2023.09.22
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REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Soil Erosion, Sediment, and Turbidity Control General Notes ADDED NOTE 13.

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



Landshore Enterprises, LLC
Environmental Engineering, Erosion
Control & Construction Management
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"

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GENERAL NOTES

PROJECT NO.	SHEET	OF
2022-03	2	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	N.T.S.

LEGEND

ABBREVIATIONS

SYMBOL/LINE	DESCRIPTION	SYMBOL/LINE	DESCRIPTION
	BASELINE		DETAIL NUMBER
N32°59'57.19"E	BEARING		TYPICAL DETAIL CALL OUT
	CATCH BASIN		DETAIL SHEET NUMBER
	CENTERLINE		ARTICULATING CONCRETE BLOCK MATS (ACBs)
	DIAMETER		BEDDING STONE/CRUSHED CONCRETE
2.94	EXISTING GROUND ELEVATION (FROM SURVEY)		EMBANKMENT
	HYDRANT		REGULAR EXCAVATION
	LIGHTPOLE		RIP-RAP
	OFFICIAL BENCHMARK (BM)		RIP-RAP (BOULDER)
	PALM TREES		FLEXAMAT
	POLE		PLANTS
	SET OR FOUND SURVEY CONTROL POINT		SEAWALL
	SIGN (SINGLE SUPPORT)		STACKED CANAL BANK STABILIZATION (CBS)
	SIGNAL MAST ARM		STRUCTURAL FILL
	SURVEY CONTROL POINT (SCP)		EROSION CONTROL PANEL
	SURVEY CONTROL POINT (SCP/TBM)		TREE FOLIAGE
	TEMPORARY BENCHMARK (TBM)		PROPOSED TOP OF BANK
	TREES		TOP OF BANK
	CANAL MAINTENANCE EASEMENT		TOP OF SLOPE
	CANAL RIGHT OF WAY		TURBIDITY BARRIER
	CANAL RIGHTS ON RESERVATION		WARNING BARRIER FENCE
	EFT 10' SACRIFICIAL TUBE		WATER LINE
	EFT 10' BASE TUBE		TREE AND PALM TO BE REMOVED
	EFT 12.5' BASE TUBE		
	EFT 12.5' SUPPORTING TUBE		
	EXISTING FENCE		
	EXISTING CHAIN LINK FENCE		
	EXISTING GUARDRAIL		
	EXISTING SHRUBS		
	GRASS SOD		
	FLEXAMAT		
	GUY ANCHOR		
	PRIORITY 01: SERIOUS CONDITION		
	PRIORITY 02: POOR CONDITION		
	PRIORITY 03: FAIR CONDITION		
	PROPOSED CHAIN LINK FENCE		
	PROPOSED HANDRAIL		
	SHEET PILING		

ASPH =	ASPHALT	NGVD =	NATIONAL GEODETIC VERTICAL DATUM
℄ =	BASELINE	NTS =	NOT TO SCALE
BLCP =	BASELINE CONTROL POINT (TO BE SET BY CONTRACTOR)	NTU =	NEPHELOMETRIC TURBIDITY UNITS
BM =	BENCHMARK	OWT =	OBSERVED WATER TABLE
BSCCOL =	BURLINGTON STREET CANAL, CITY OF OPA-LOCKA, FL	℄ =	PROPERTY LINE
℄ =	CENTERLINE	PB =	PLAT BOOK
C.L.F. =	CHAIN LINK FENCE	PED =	PEDESTRIAN
C.M.E. =	CANAL MAINTENANCE EASEMENT	PG =	PAGE
CAP =	CORRUGATED ALUMINUM Pipe	PI =	POINT OF INTERSECTION
CBS =	CANAL BANK STABILIZATION	P&P =	PLAN AND PROFILE
CES =	CONTROL ELEVATION STRUCTURE	PR=	PRACTICE RANGE
CMP =	CORRUGATED METAL PIPE	PROP. =	PROPOSED
COA =	COLLAPSED AREA	PVC =	POLYVINYL CHLORIDE
CONC =	CONCRETE	PVMT =	PAVEMENT
COR =	CORNER	R/W =	RIGHT OF WAY
CS =	CLEAN SAND	RT =	OFFSET RIGHT
CSLAB =	CONCRETE SLAB	SAN =	SANITARY
DC=	DATA COLLECTOR	SCP =	SURVEY CONTROL POINT
DIP =	DUCTILE IRON Pipe	SDWK =	SIDEWALK
DWT=	DESIGN WATER TABLE	WMD =	WATER MANAGEMENT DISTRICT
ELEV =	ELEVATION	SP =	SHEET PILING
EOP =	EDGE OF PAVEMENT	SPK =	SPRINKLER
EOW =	EDGE OF WATER	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
ERA =	ERODED AREA	ST =	STORM
ESMT =	EASEMENT	STA =	STATION
ETOB =	EXISTING TOP OF BANK	STD =	STANDARD
EXIST =	EXISTING	TBM =	TEMPORARY BENCHMARK
EG =	EXISTING GROUND	TOBP =	TOP OF BANK (PROPOSED)
FG =	FINISH GRADE	TOB =	TOP OF BANK
FDOT =	FLORIDA DEPARTMENT OF TRANSPORTATION	TOS =	TOP OF SLOPE
FT =	FEET	TYP =	TYPICAL
G =	GAS	UT =	UTILITY
GR =	GRADE	VERT =	VERTICAL
HFT=	HOUSE FOOTPRINT	W =	WATER
HOR =	HORIZONTAL	WD =	WOOD DOCKS
HWT =	HIGH WATER TABLE	WL =	WATERLINE
INV =	INVERT	XS =	CROSS SECTION
IRR =	IRRIGATION		
LB =	POUND		
LT =	OFFSET LEFT		
MUTCD =	MANUAL OF UNIFORM TRAFFIC DEVICES		
N/A =	NOT APPLICABLE		
NAD =	NORTH AMERICAN DATUM		
NAVD =	NATIONAL AMERICAN VERTICAL DATUM		
NG=	NATURAL GRADE		

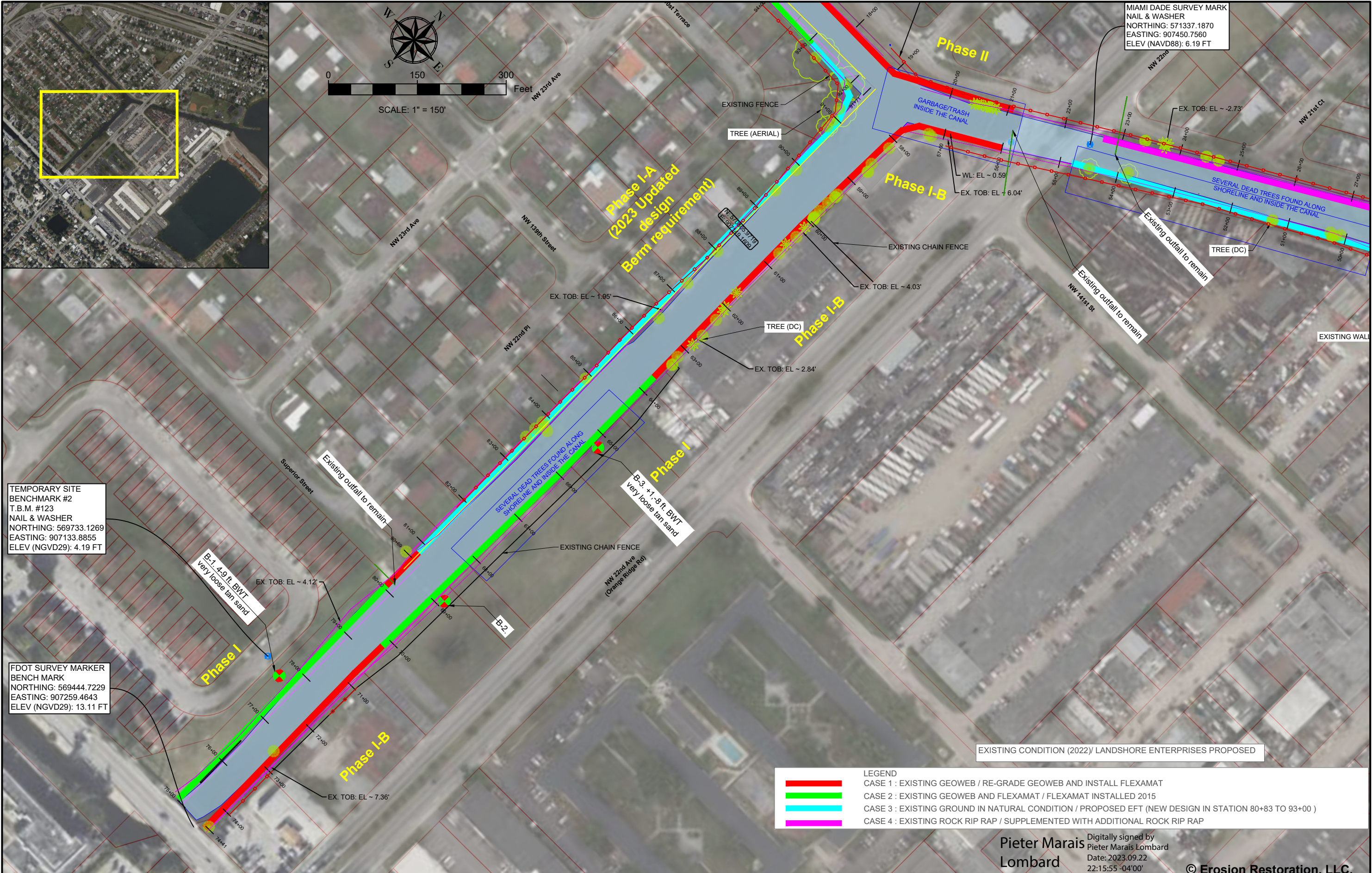
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Marais
Lombard

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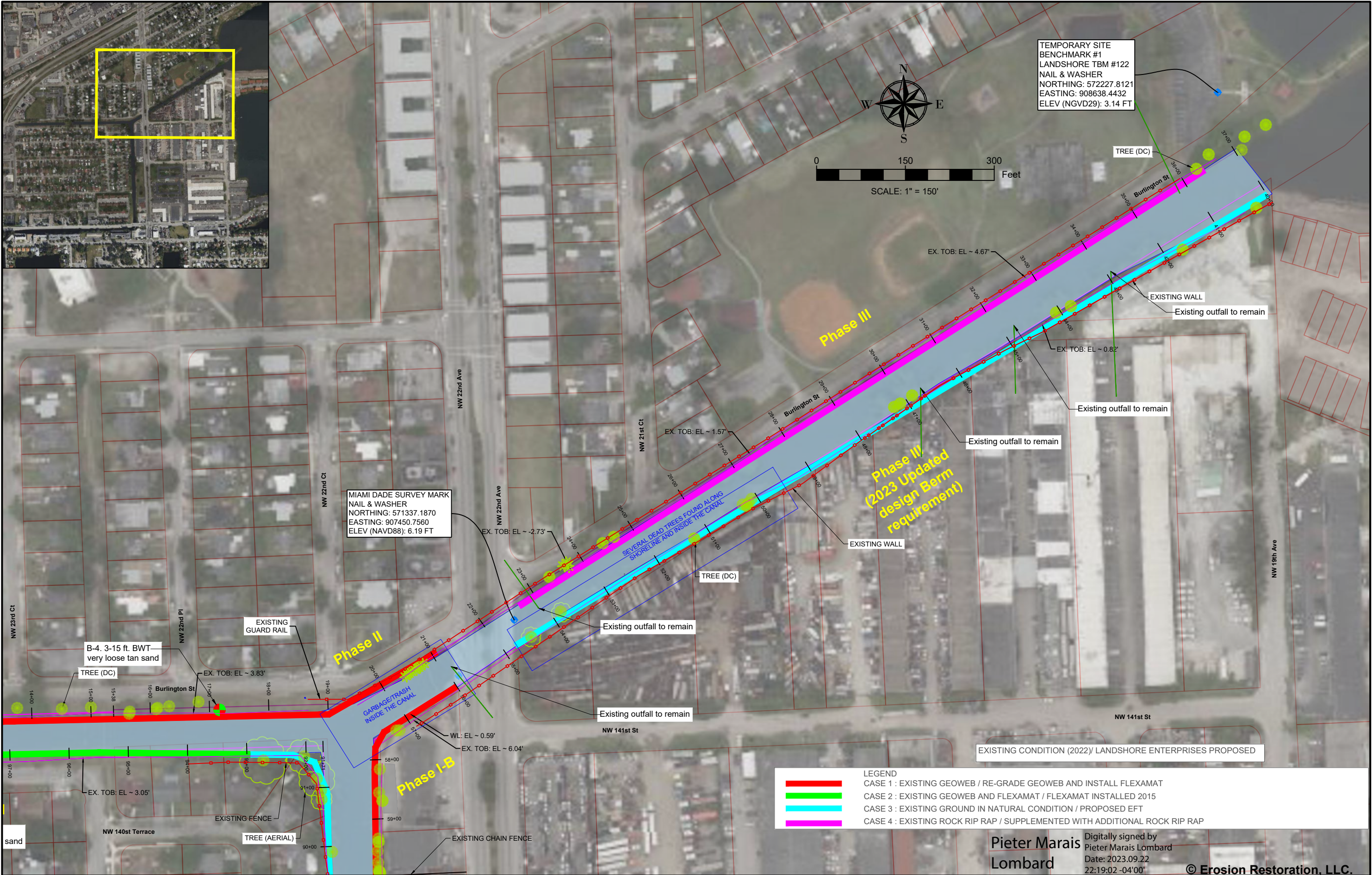
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REVISIONS			Burlington Street Canal Slope Restoration for City of Opa-Locka, FL	 Landshore Enterprises, LLC <i>Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC</i> <i>"Your Shoreline Protection Specialists"</i>	118 Shamrock Blvd. Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com	Pieter M. Lombard, Professional Engineer, State of Florida, License No. 66596 This item has been digitally signed and sealed by Pieter M. Lombard, PE, on 9/22/2023. Printer copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.	LEGEND AND ABBREVIATIONS		
DATE	BY	DESCRIPTION					PROJECT NO.	SHEET	OF
							2022-03	3	27
							DRAWN BY:	DATE:	SCALE:
							NV	04/18/2022	NTS









REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Outfall R/W / C.M.E / Soil Borings

**Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL**



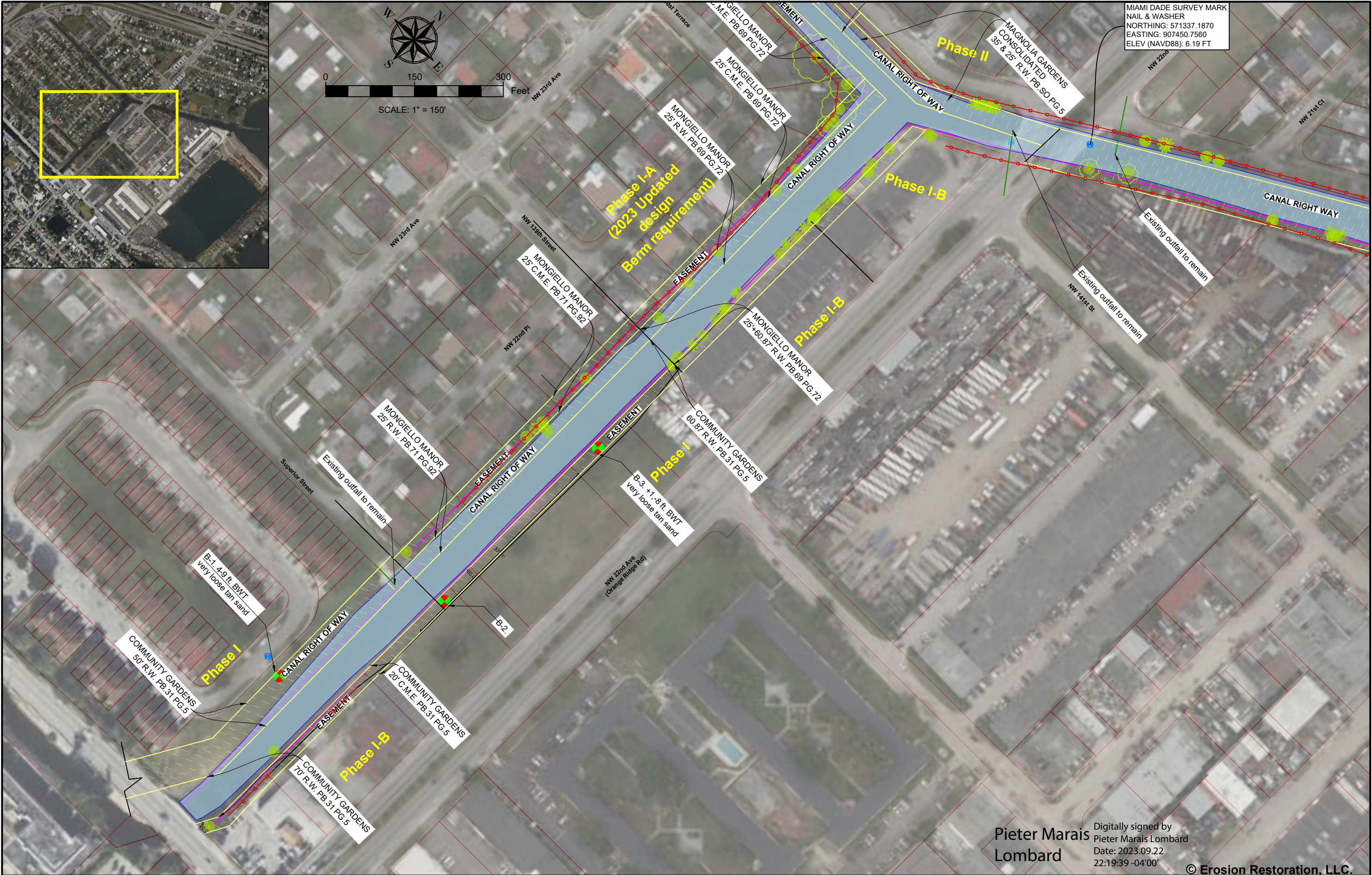
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TOPOGRAPHIC PLAN

PROJECT NO.	SHEET	OF
2022-03	7	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'



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REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Outfall R.W./C.M.E./Soil Borings
3/9/2023	NV	Added Easement and Right of Ways

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



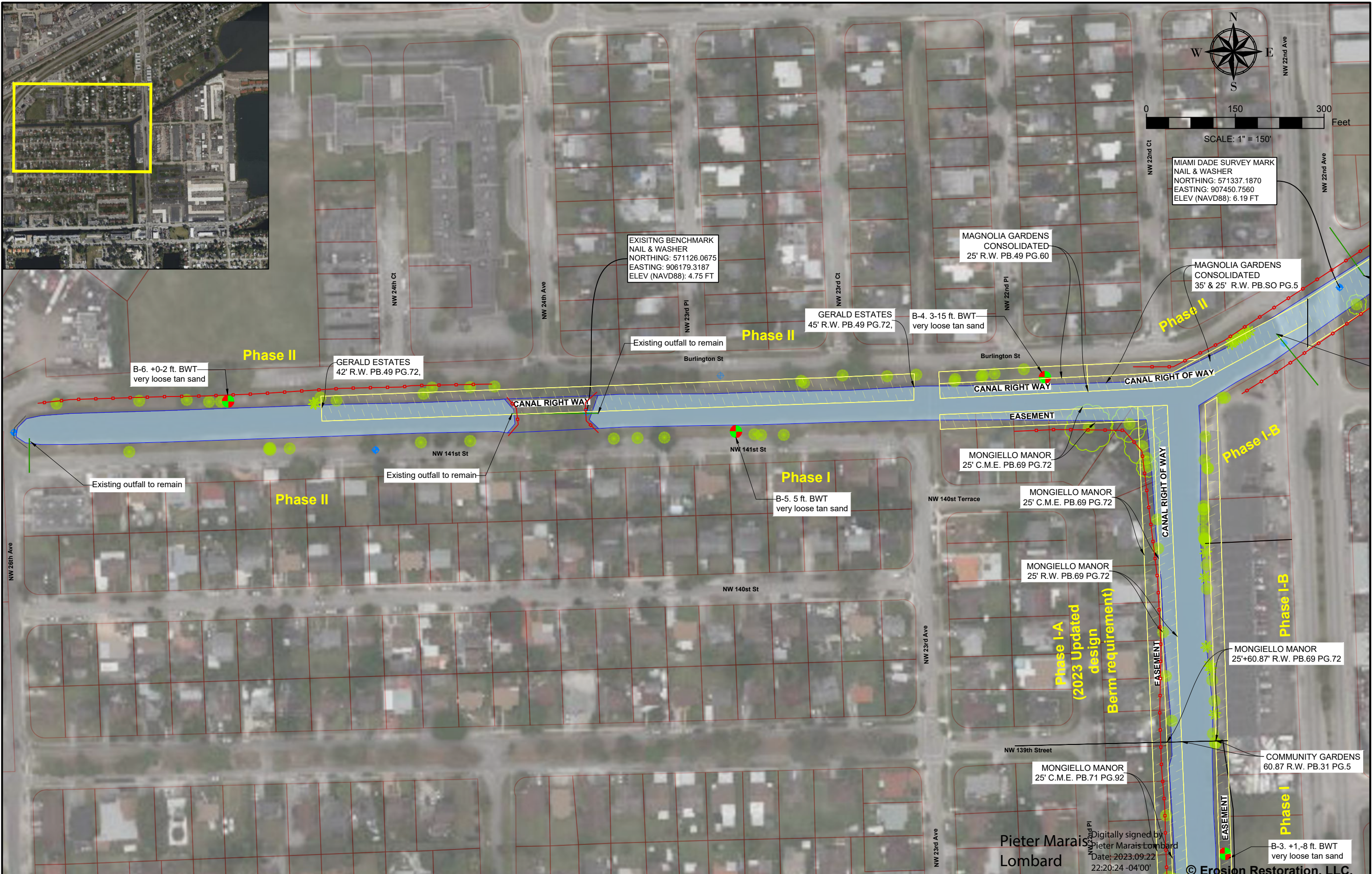
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EASEMENT & RIGHT OF WAY

PROJECT NO.	SHEET	OF
2022-03	8	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'



REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Outfall R.W. / C.M.E. / Soil Borings
3/9/2023	NV	Added Easement and Right of Ways

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



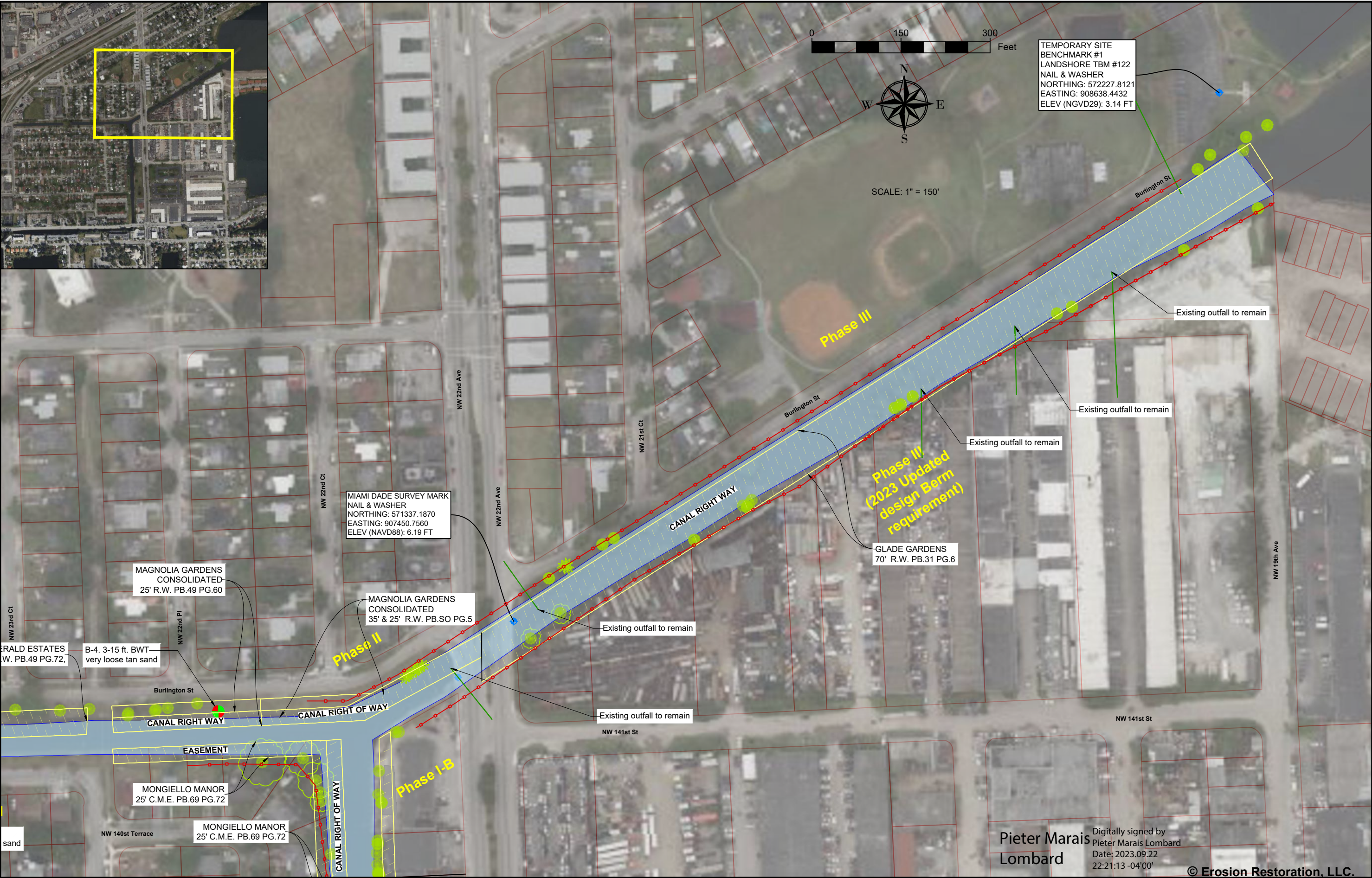
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EASEMENT & RIGHT OF WAY

PROJECT NO.	SHEET	OF
2022-03	9	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'



REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Outfall R/W / C.M.E. / Soil Borings
3/9/2023	NV	Added Easement and Right of Ways

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



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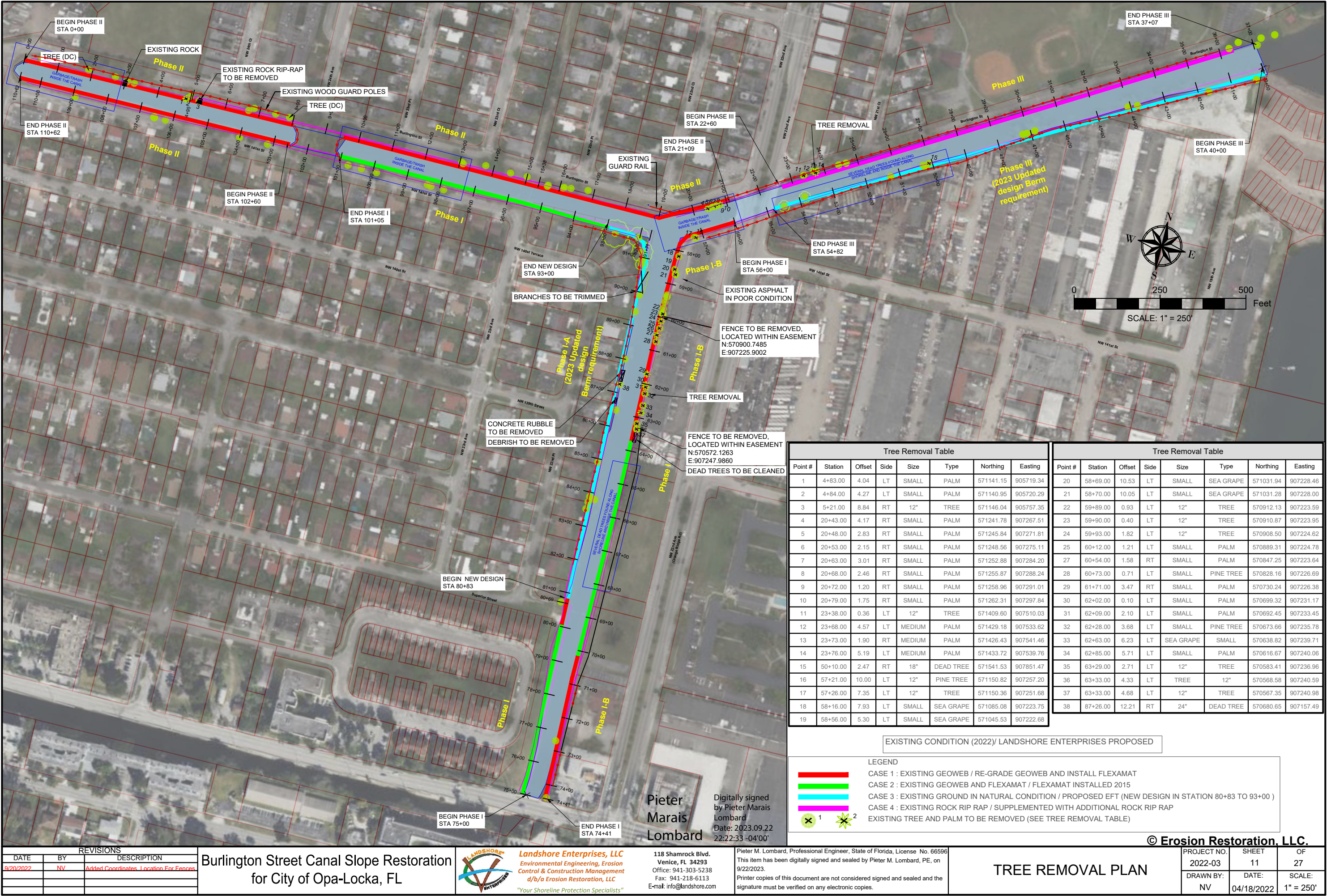
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EASEMENT & RIGHT OF WAY

PROJECT NO.	SHEET	OF
2022-03	10	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'

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REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Coordinates, Location For Fences

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for City of Opa-Locka, FL

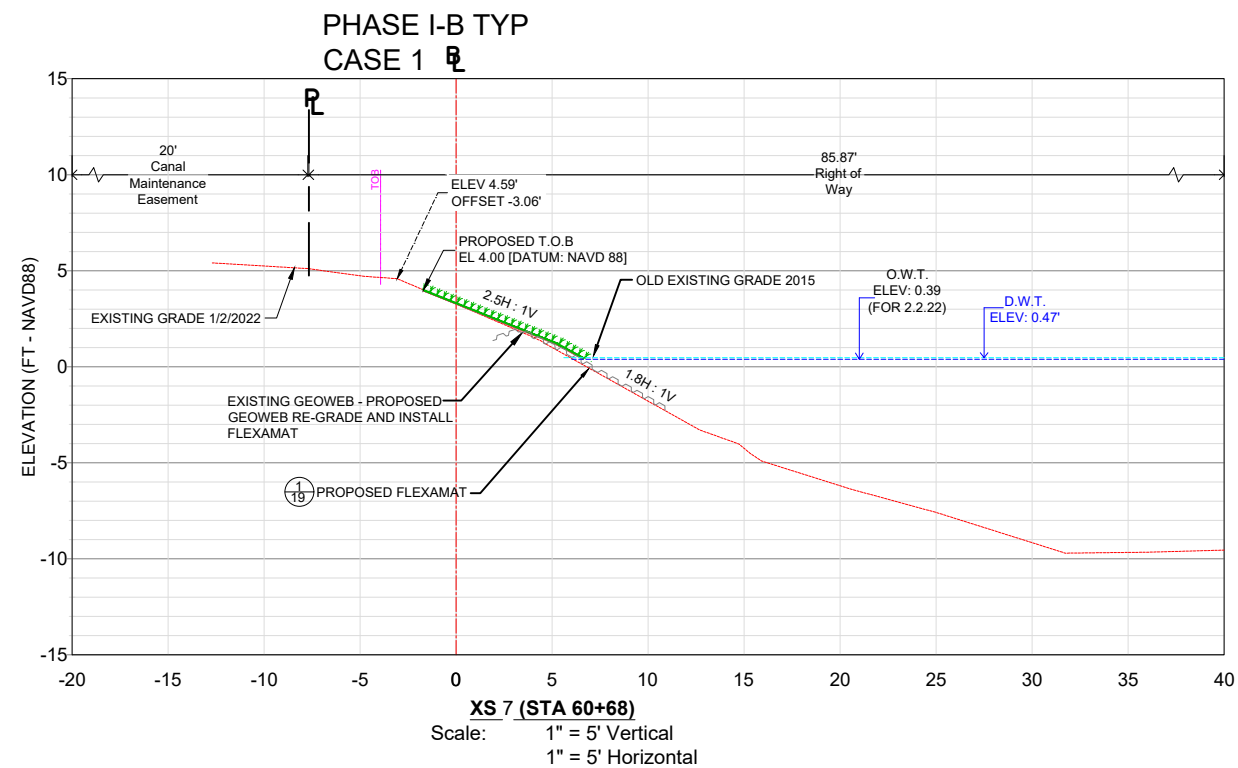
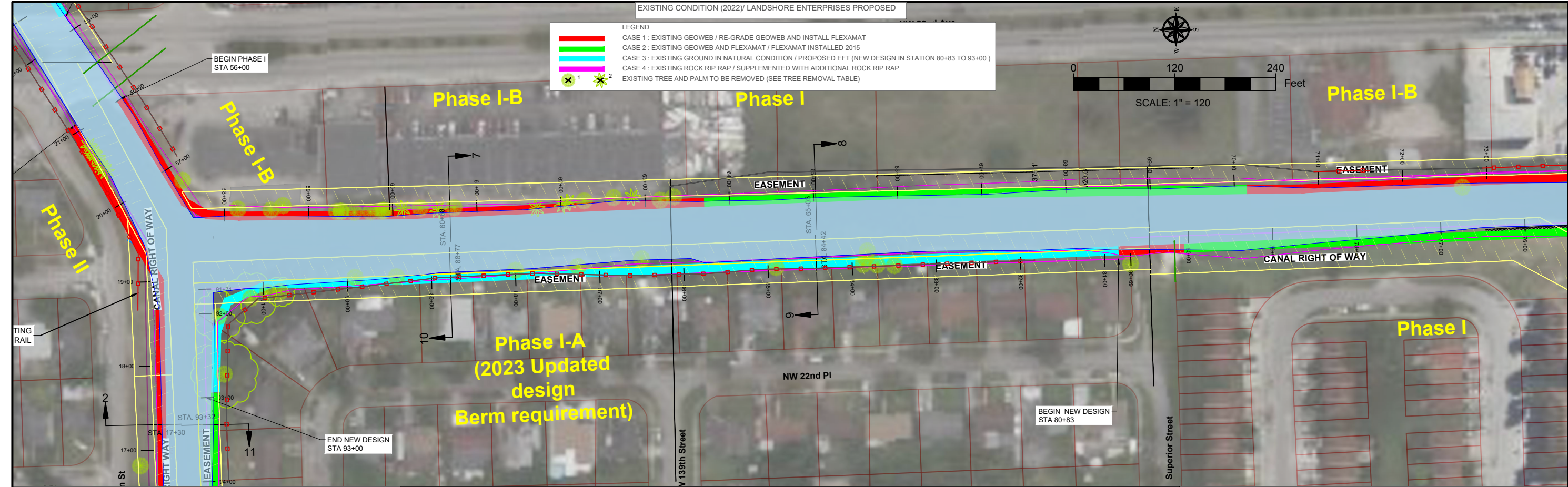
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TREE REMOVAL PLAN

PROJECT NO.	SHEET	OF
2022-03	11	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 250'



DATUM:

ALL ELEVATIONS ARE PROVIDED IN NAVD 1983
ADDS 1.52 FT. TO CONVERT TO NGVD 1929

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Date: 2023.09.22
22:23:42 -04'00'

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REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Coordinates, Location For Fences
3/9/2023	NV	Per Miami-Dade County RAI
6/6/2023	NV	Per Miami-Dade County RAI

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL

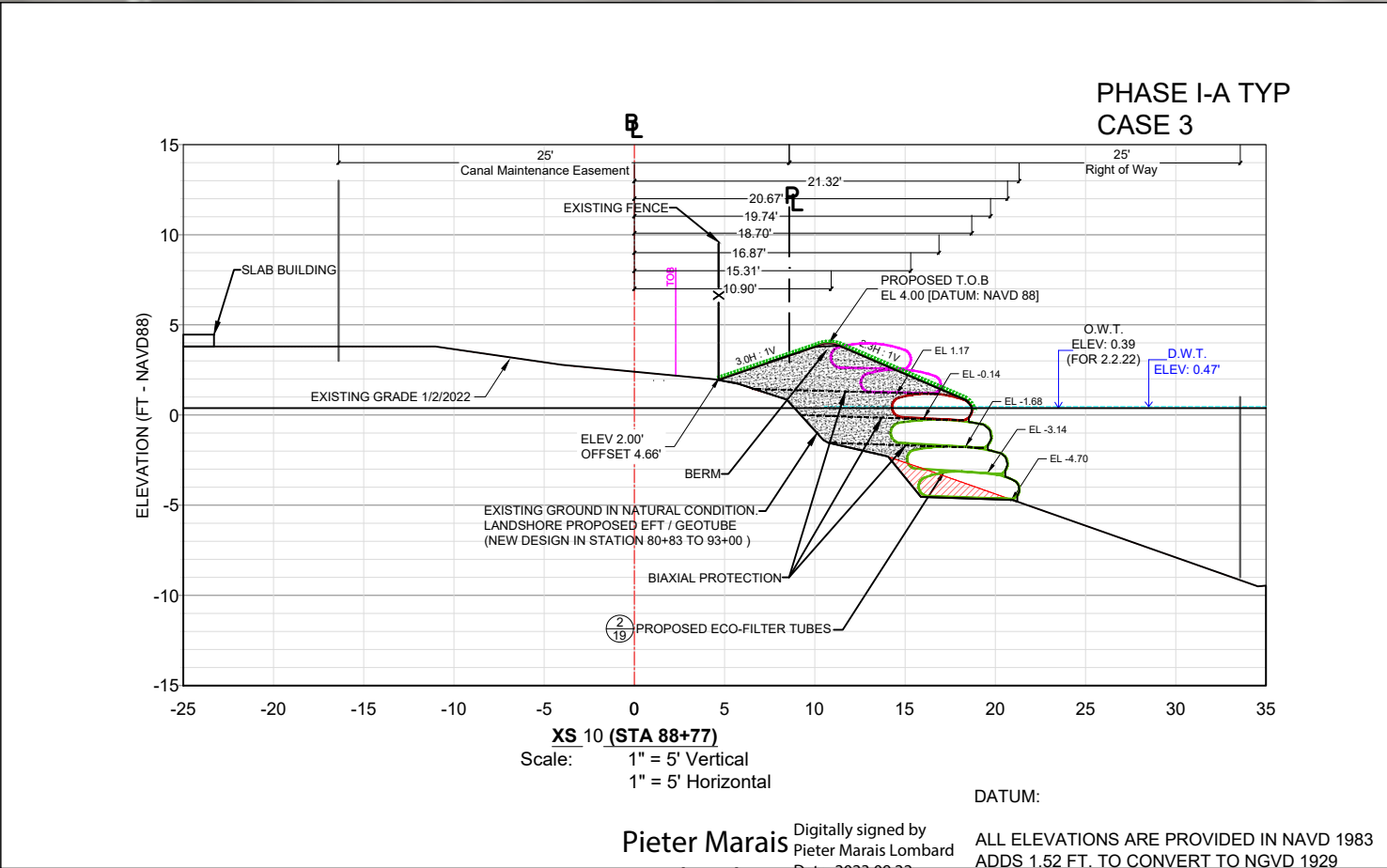
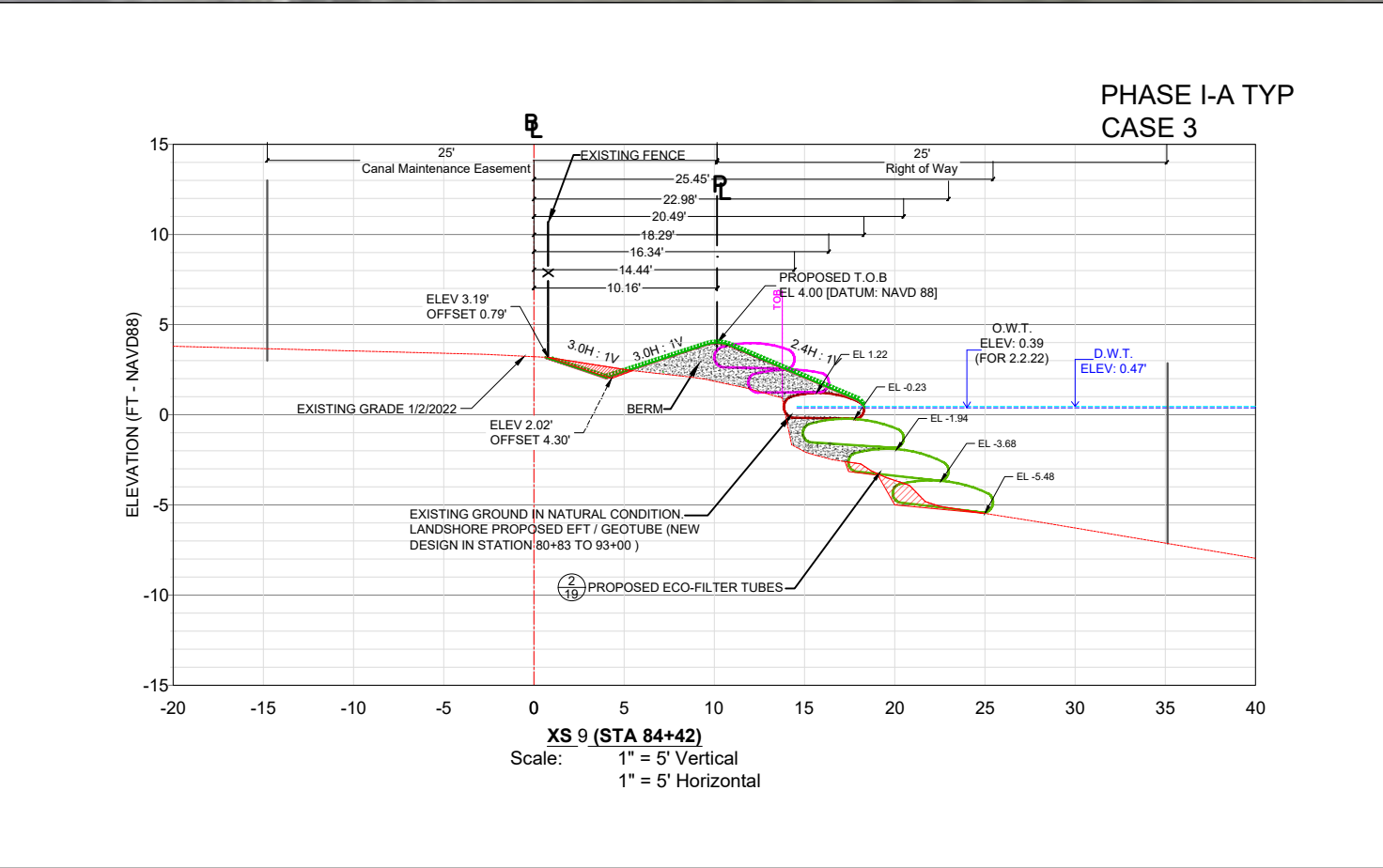
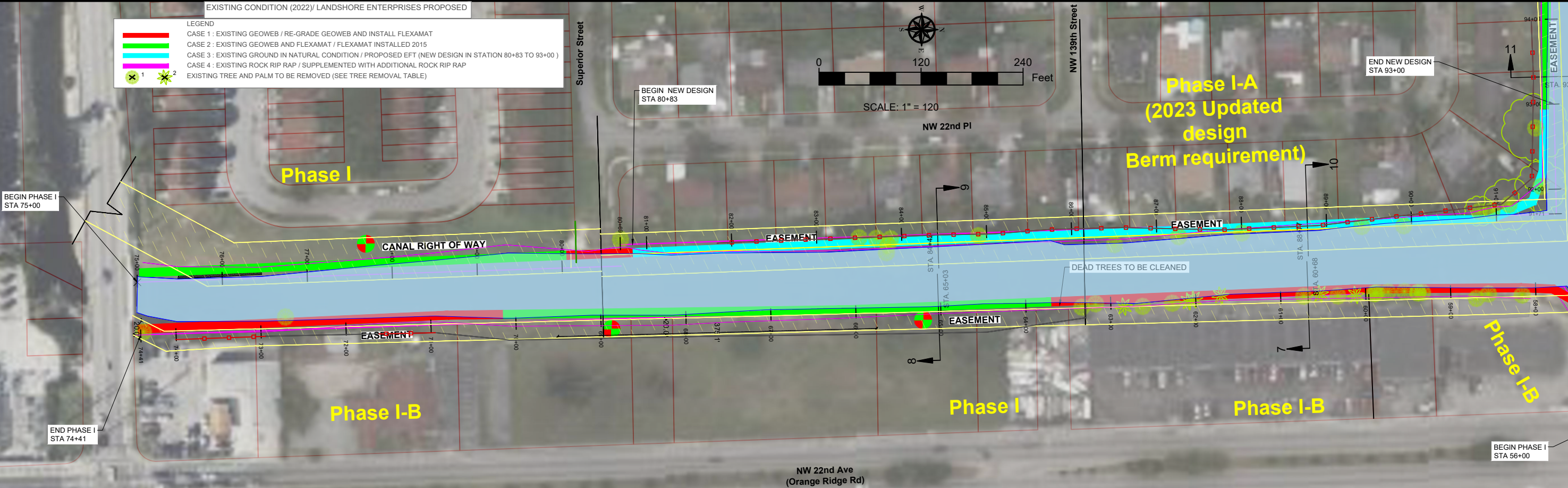


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PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	12	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Coordinates, Location For Fences
3/9/2023	NV	Per Miami-Dade County RAI
9/22/2023	NV	Revised XS 10

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for City of Opa-Locka, FL

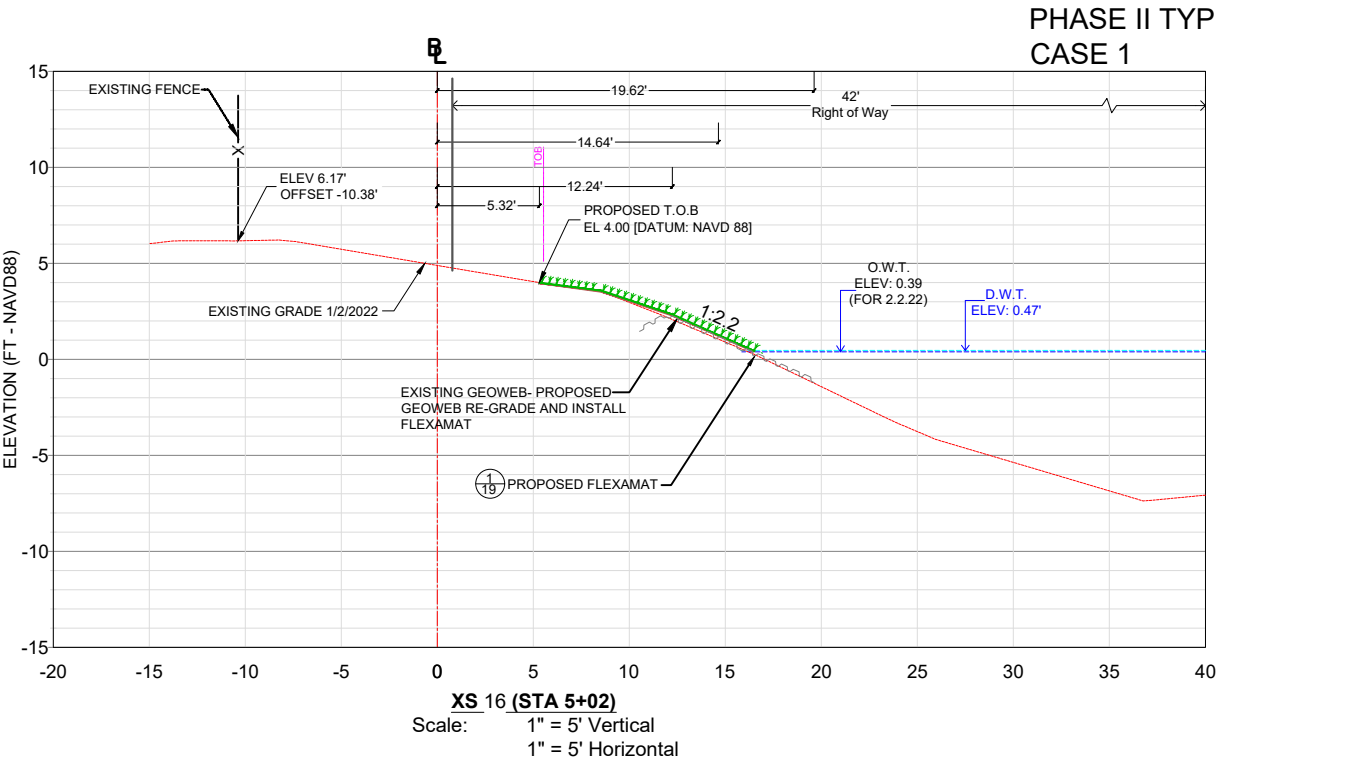
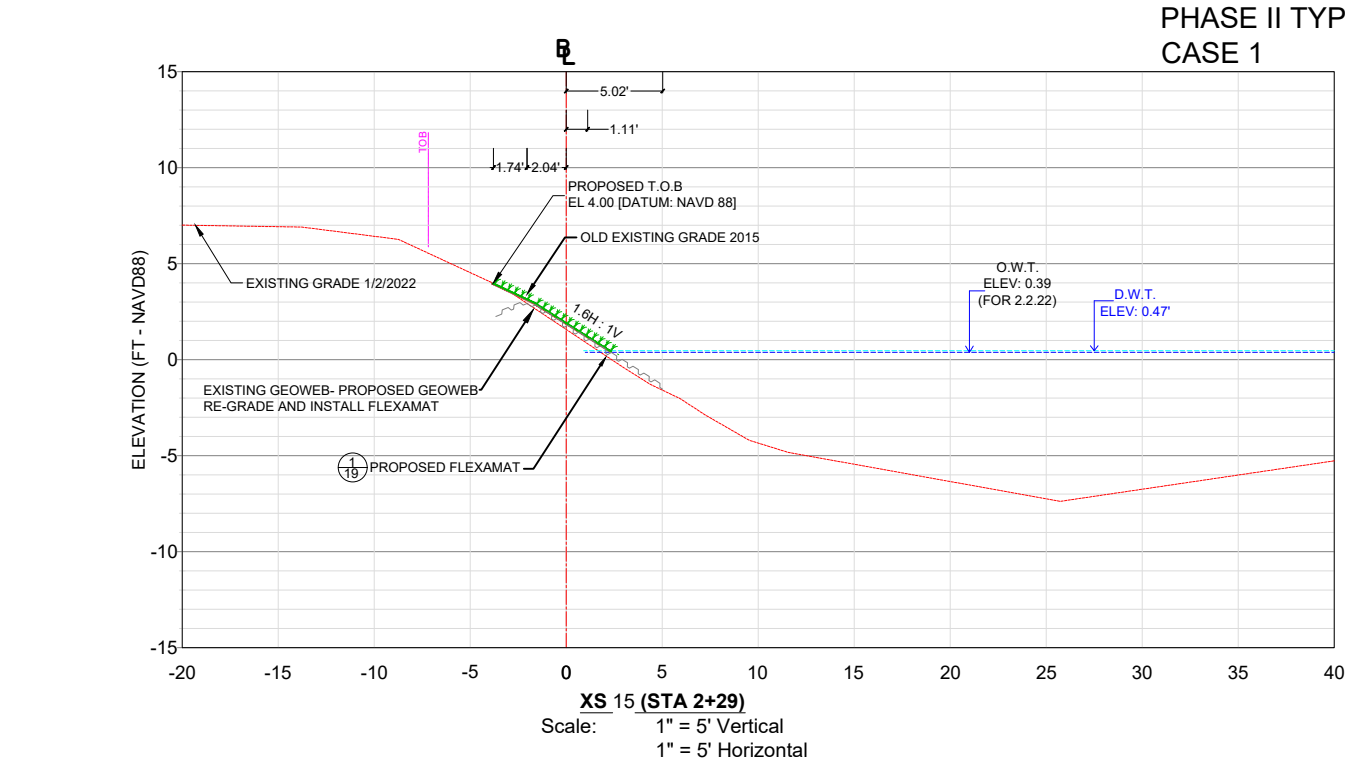
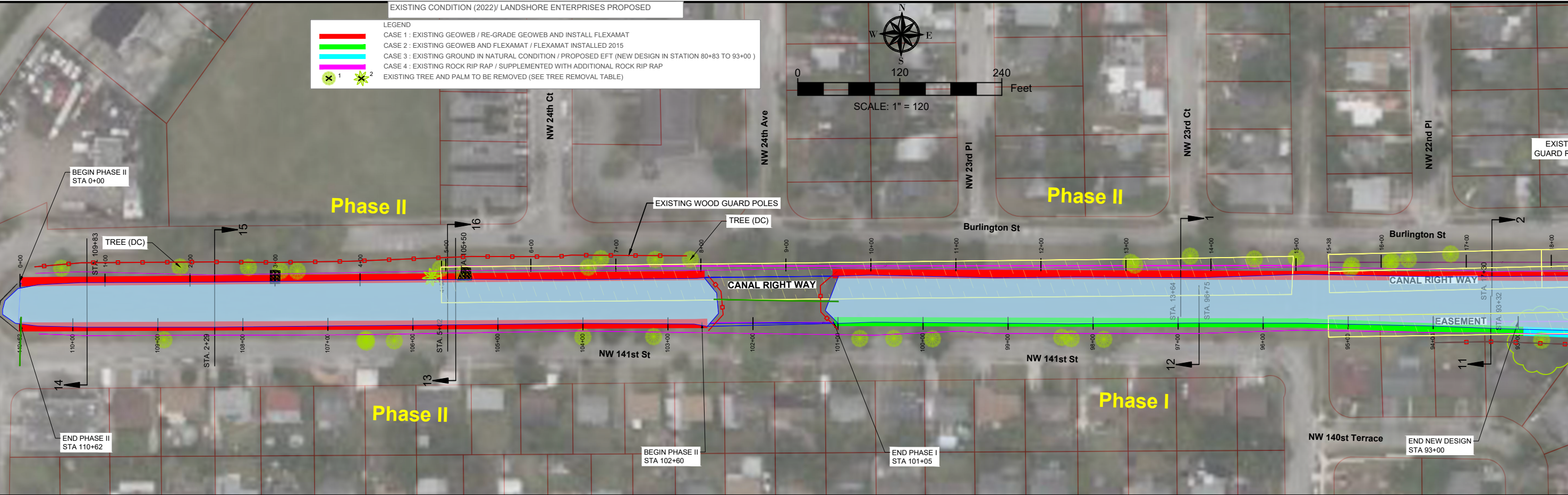
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PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	13	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



REVISIONS		
DATE	BY	DESCRIPTION
3/9/2023	NV	Per Miami-Dade County RAJ

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for City of Opa-Locka, FL

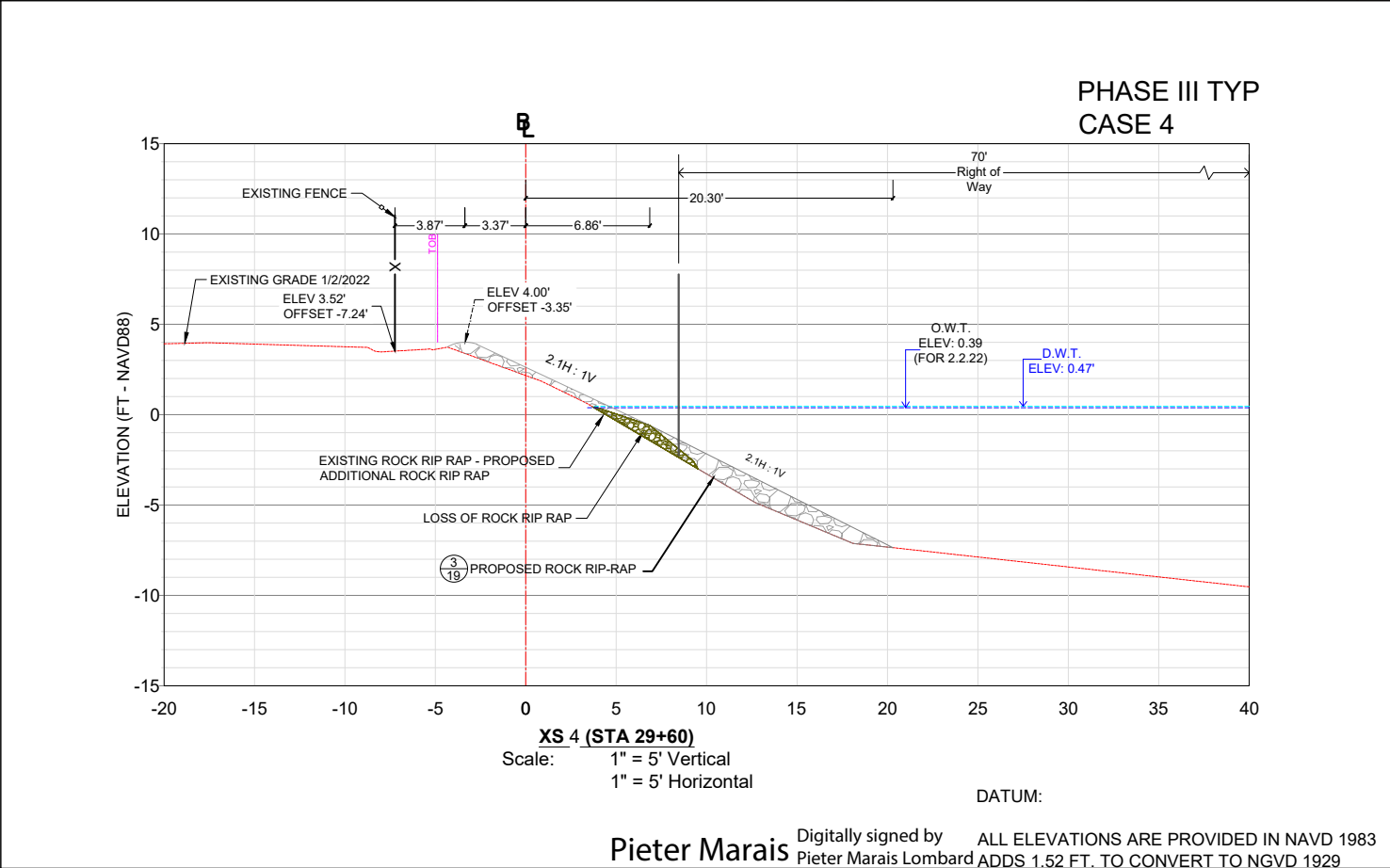
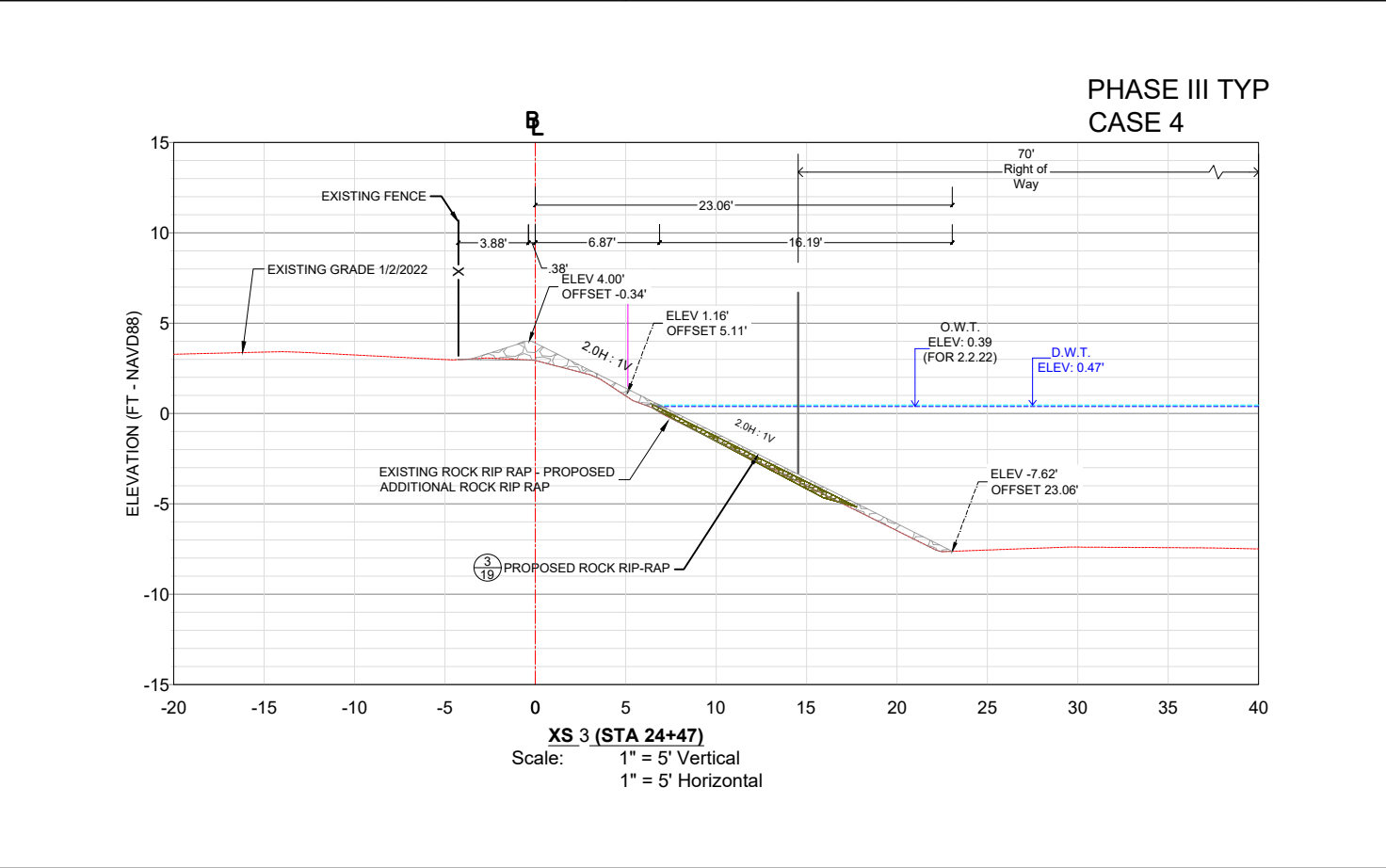
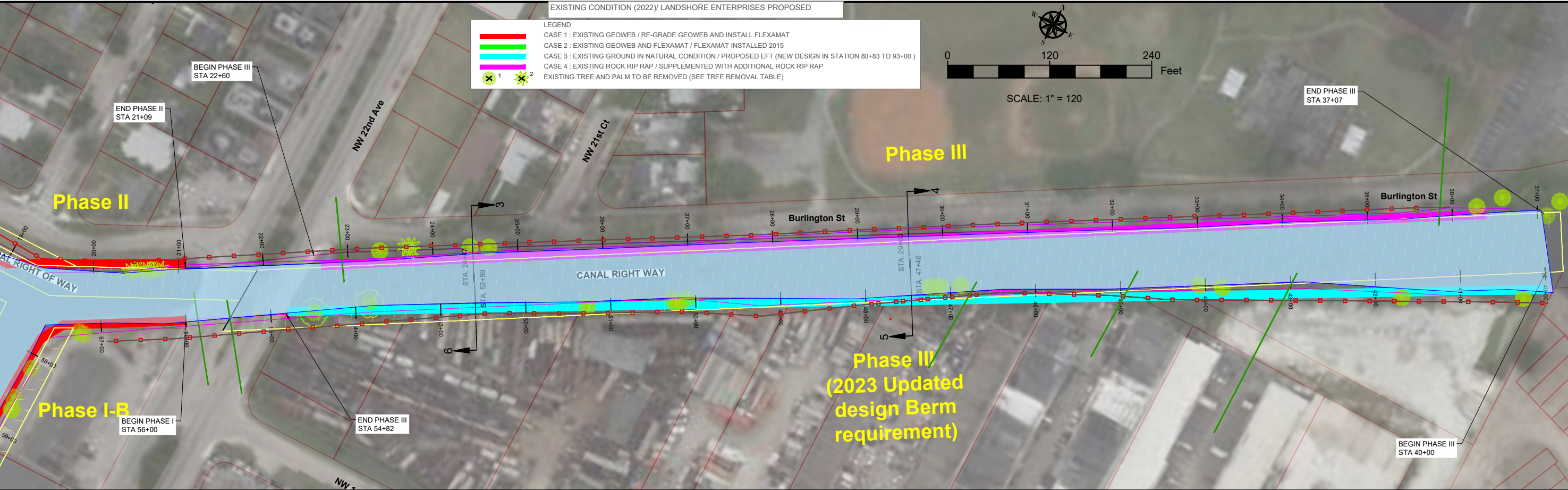


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PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	16	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



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Date: 2023.09.22 22:31:21 -04'00'

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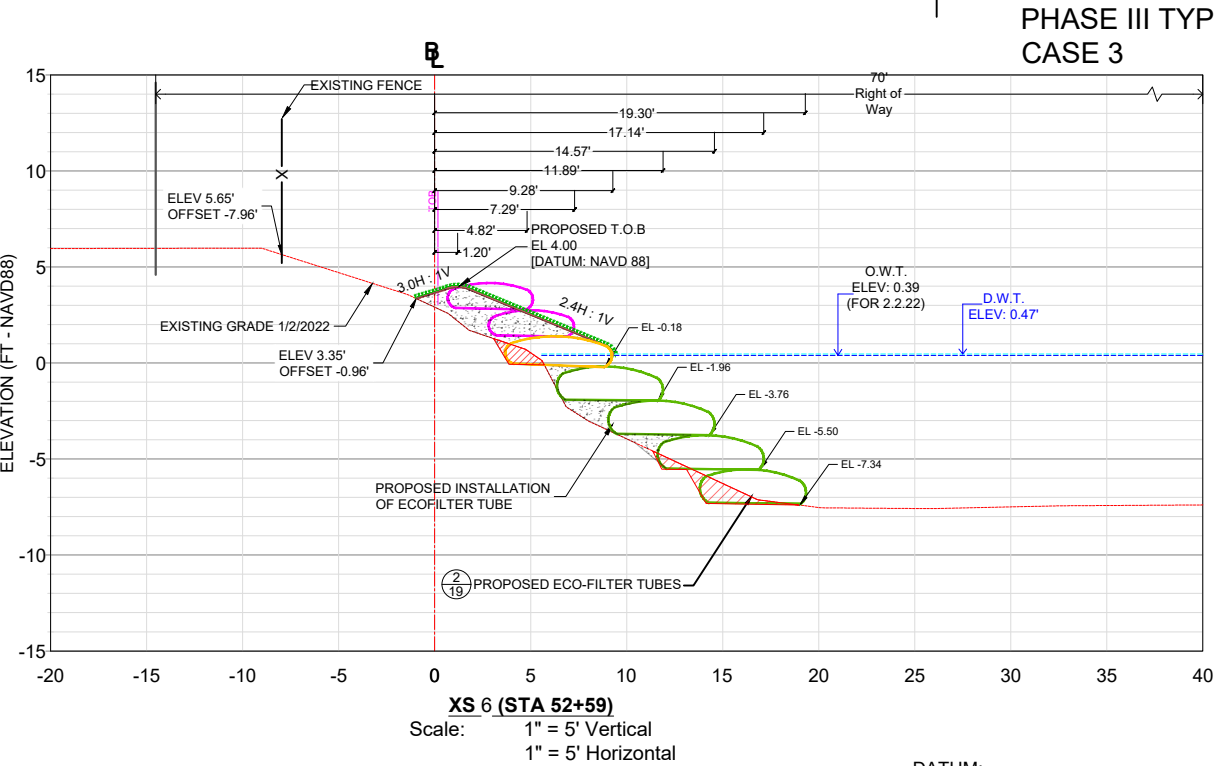
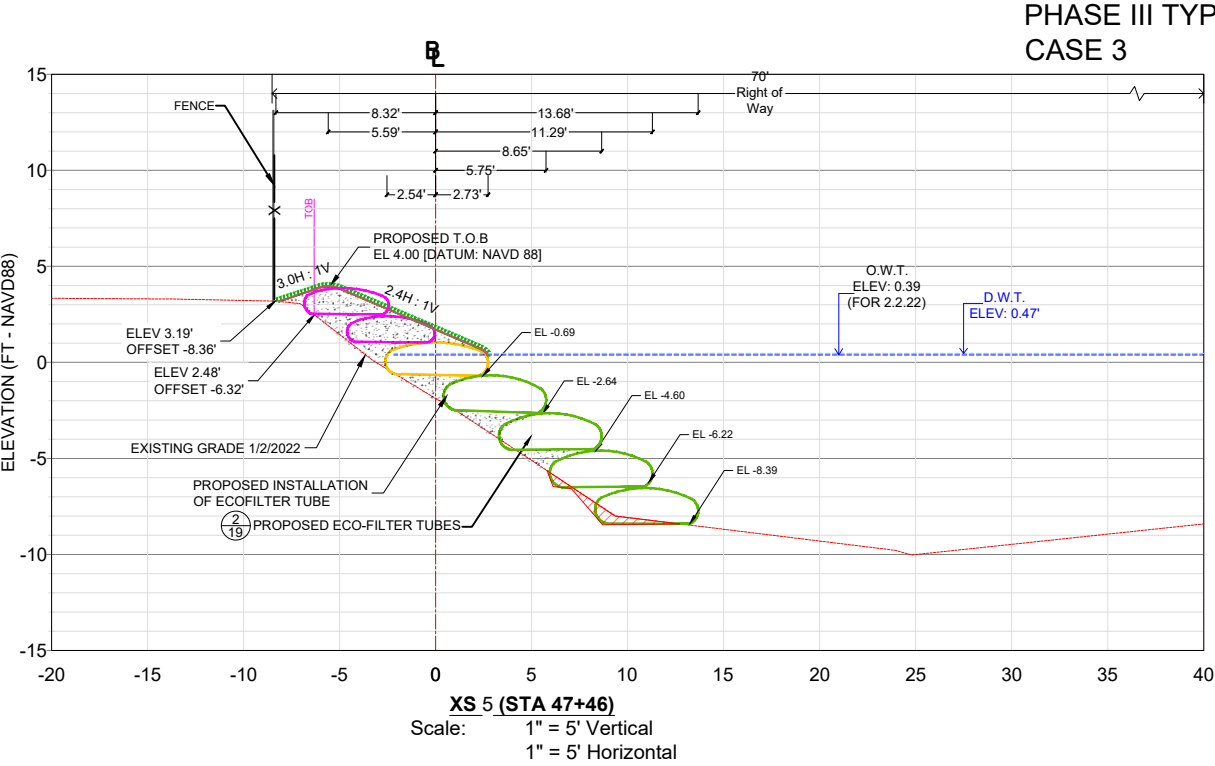
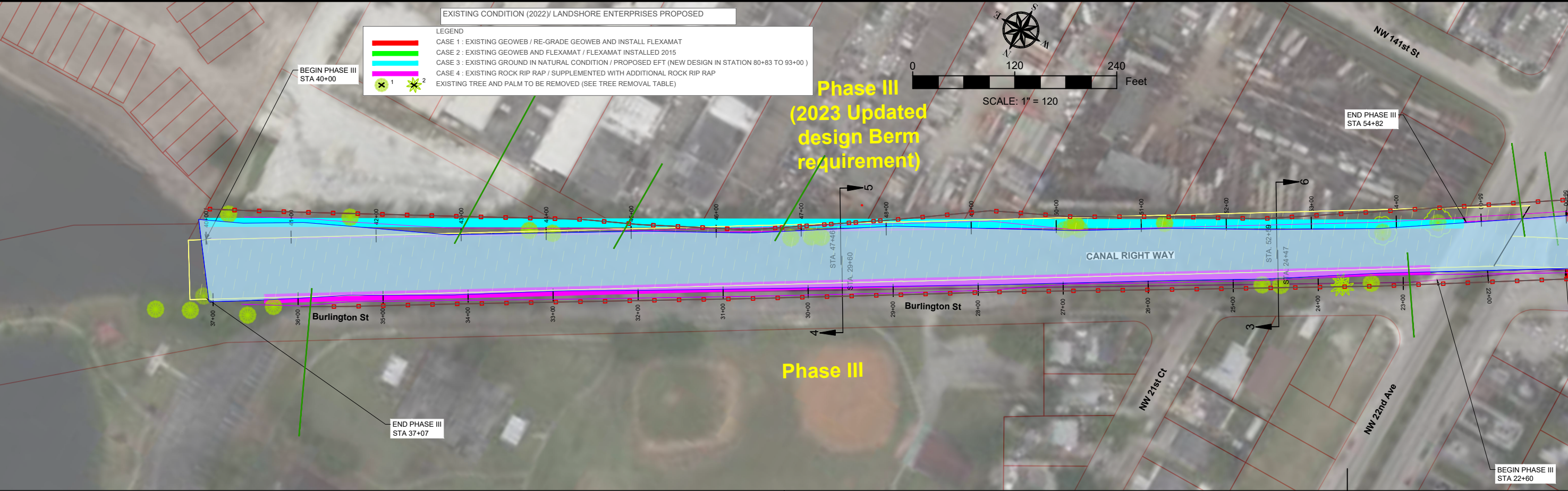


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PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	17	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



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DATE	BY	DESCRIPTION

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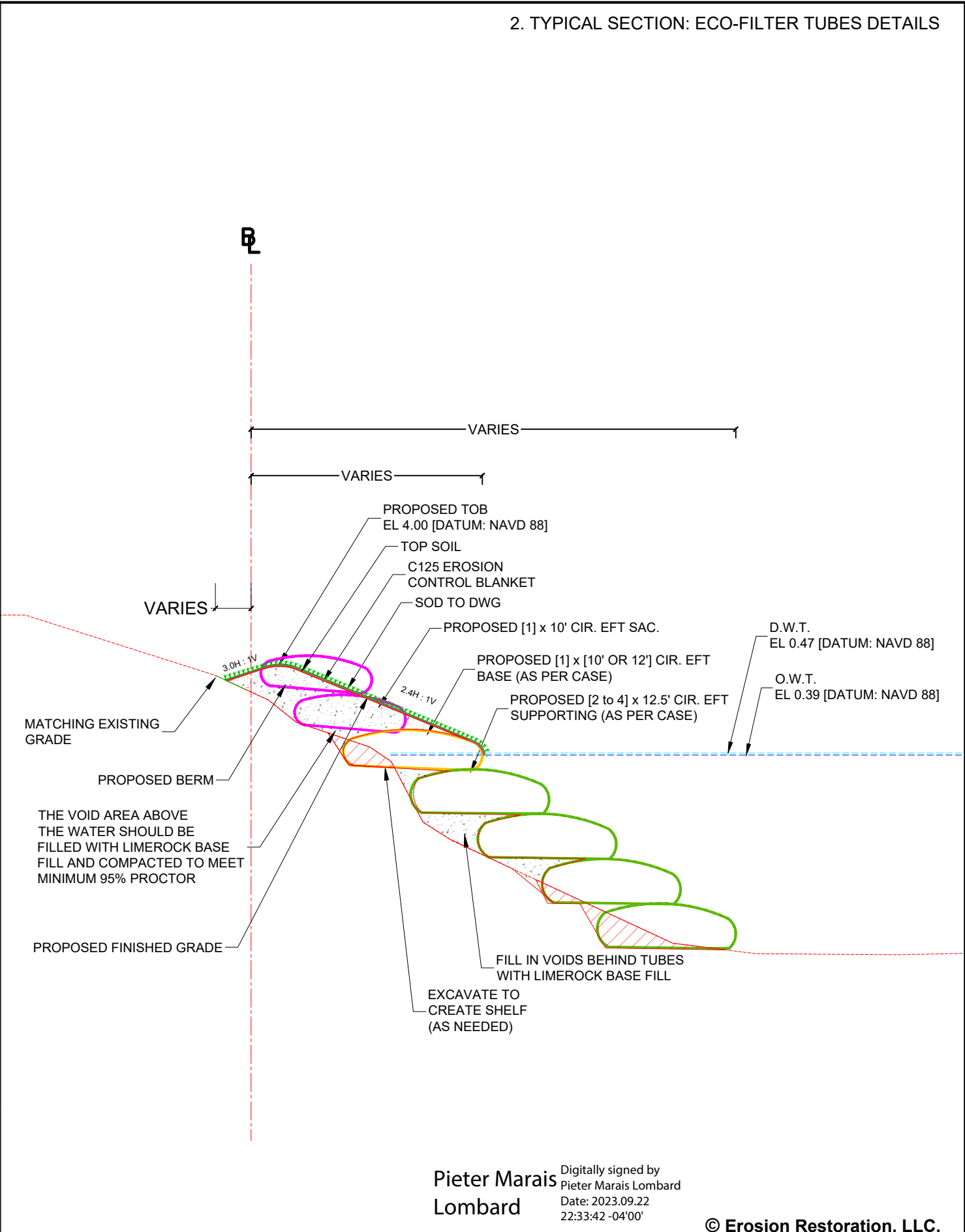
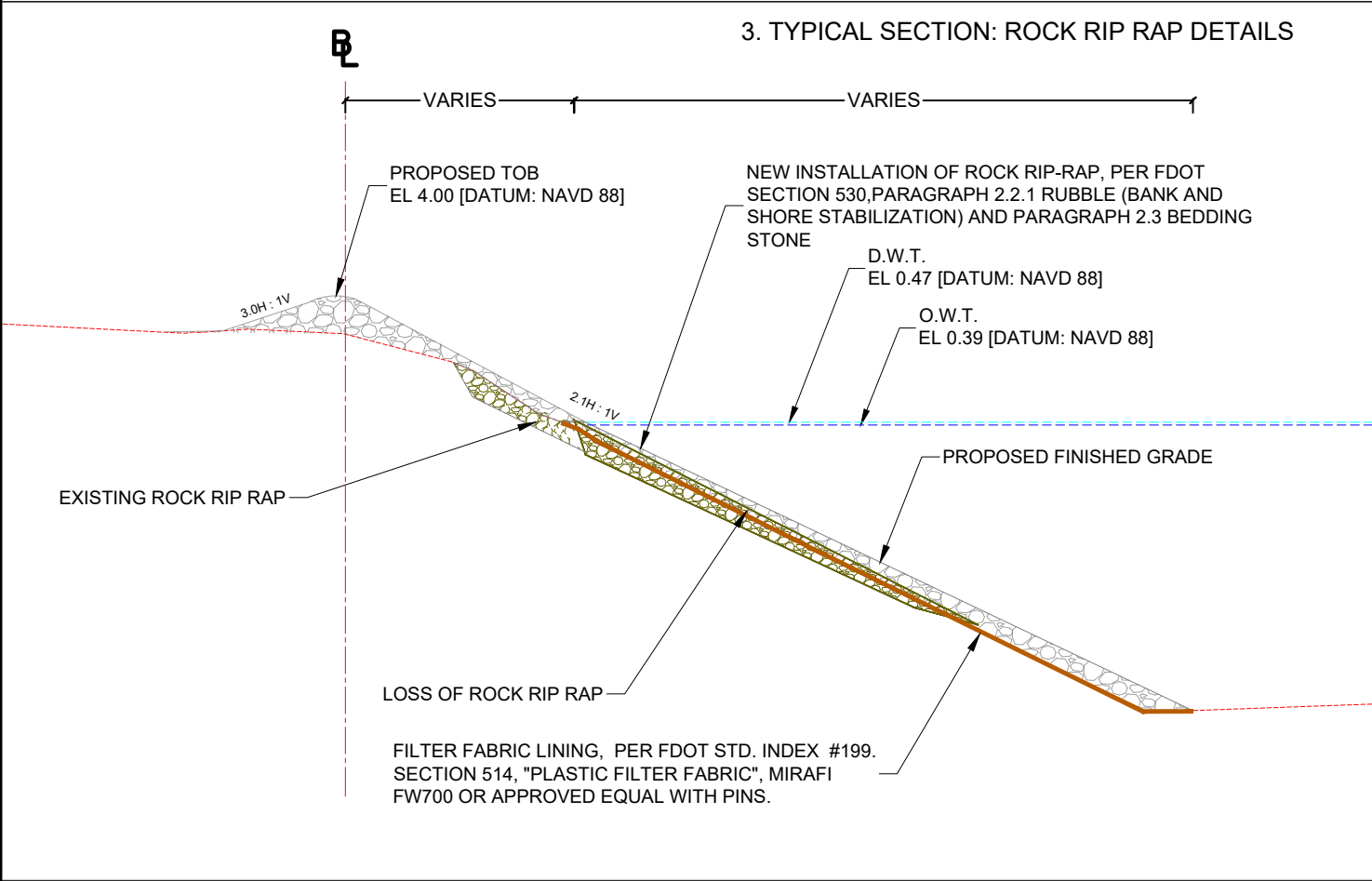
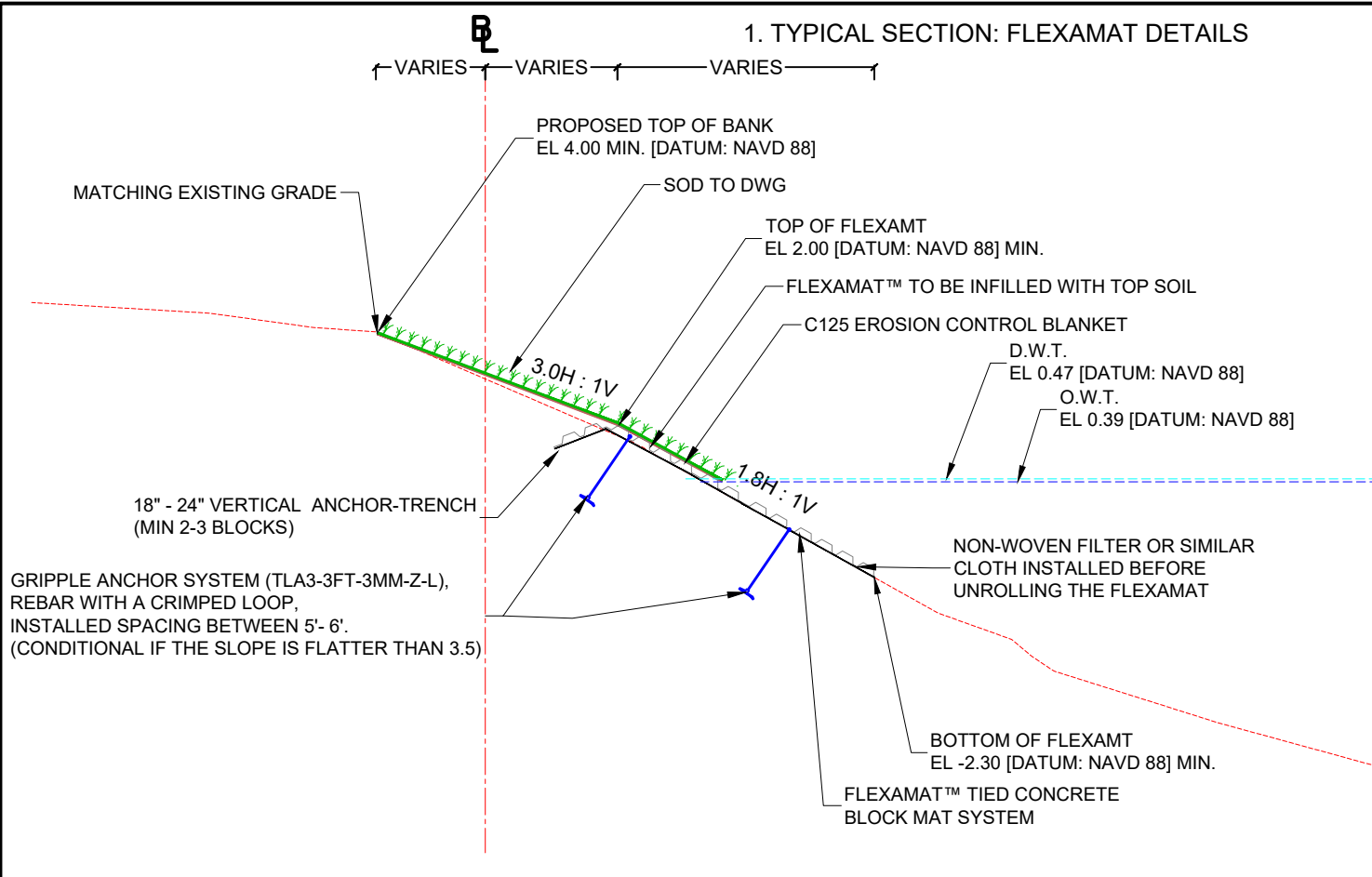
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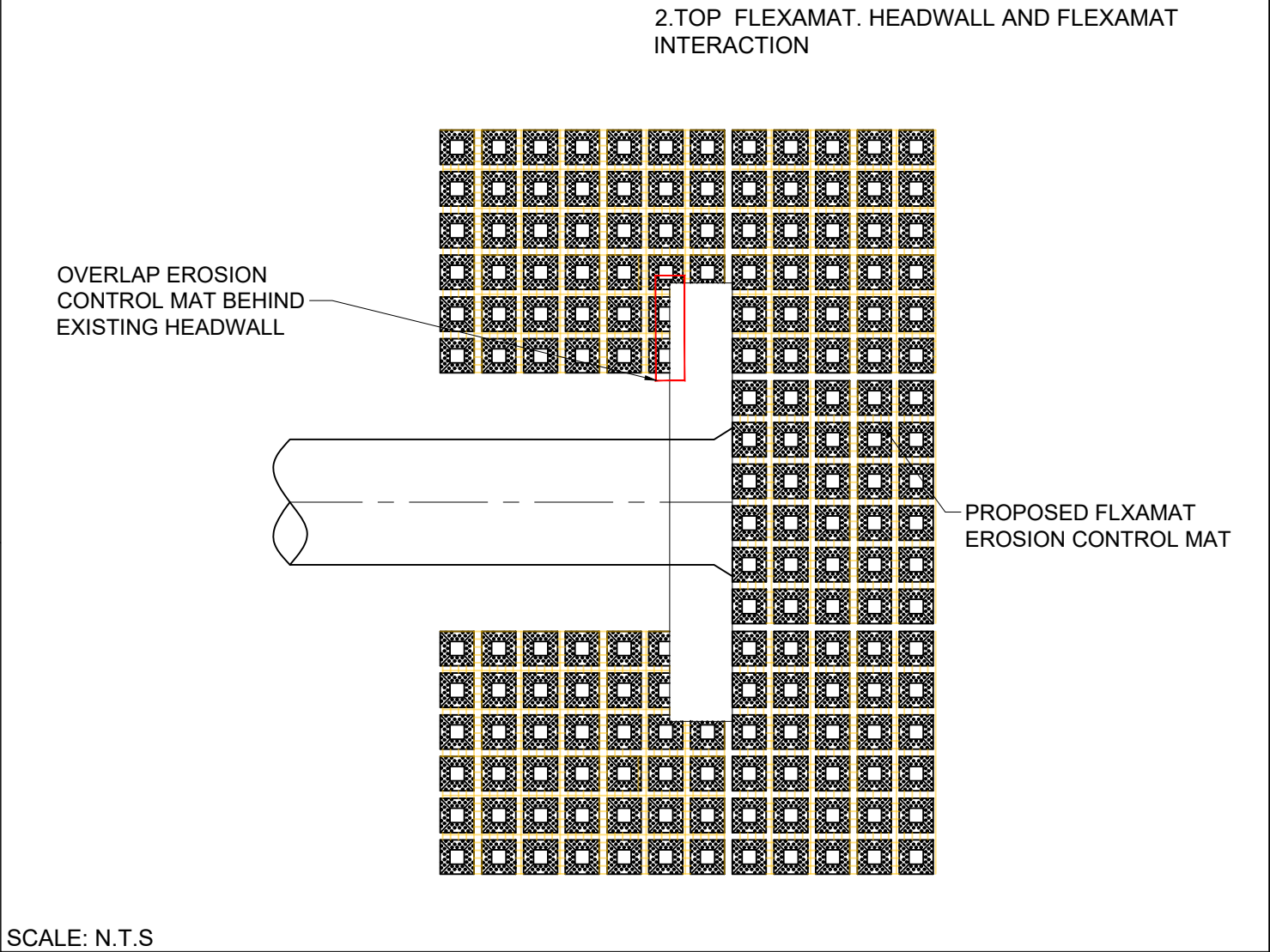
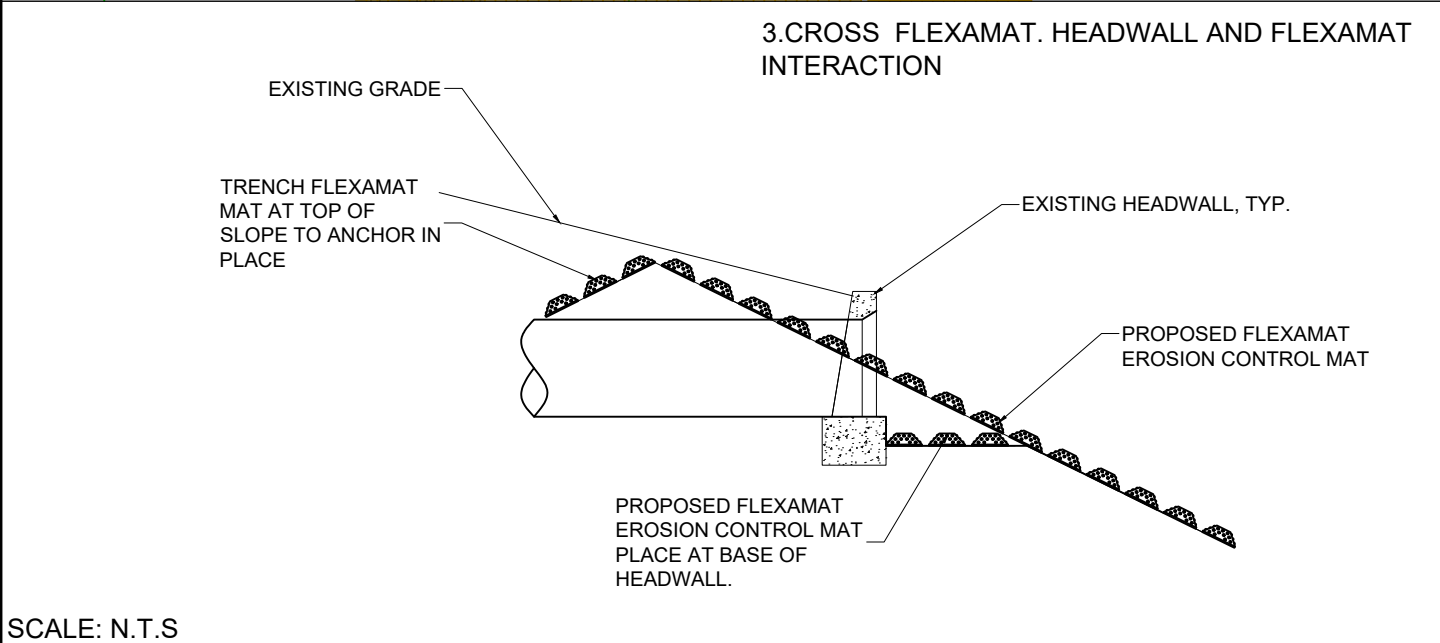
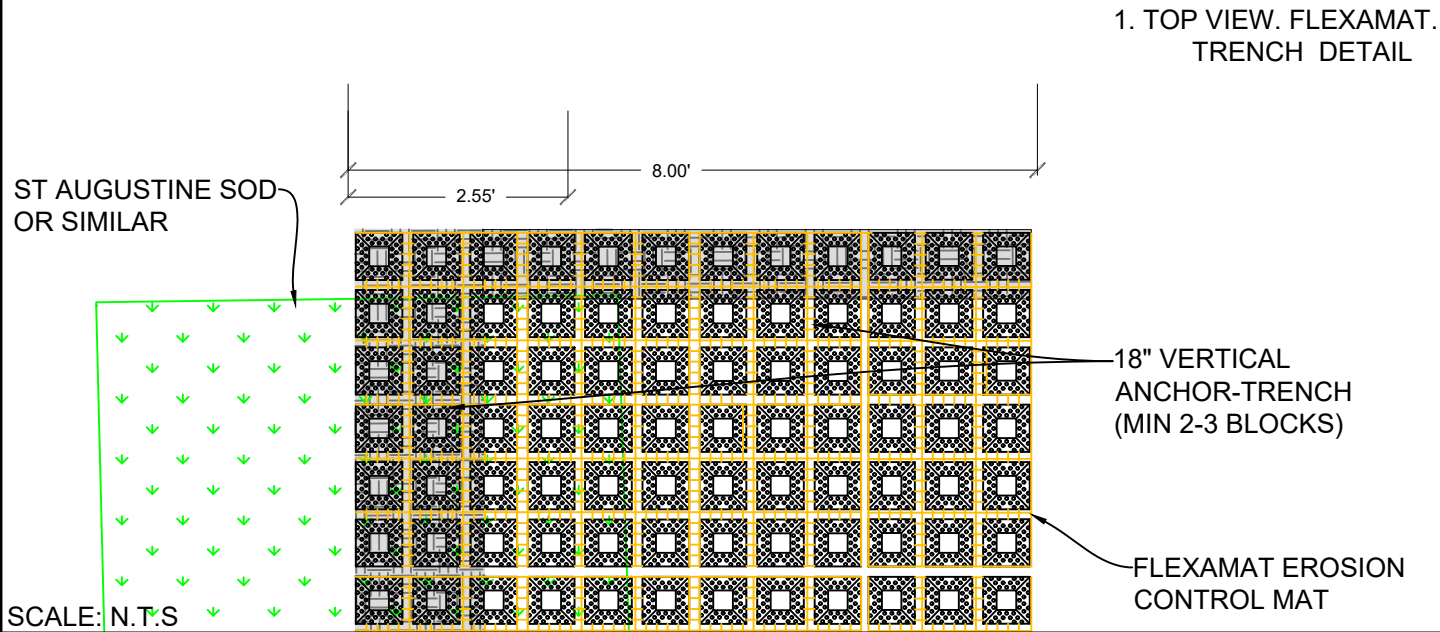
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PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	18	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



REVISIONS			Burlington Street Canal Slope Restoration for City of Opa-Locka, FL		Landshore Enterprises, LLC Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC "Your Shoreline Protection Specialists"	118 Shamrock Blvd. Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com	Pieter M. Lombard, Professional Engineer, State of Florida, License No. 66596 This item has been digitally signed and sealed by Pieter M. Lombard, PE, on 9/22/2023. Printer copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.	EROSION CONTROL ELEMENT DETAILS	PROJECT NO.	SHEET	OF
DATE	BY	DESCRIPTION							2022-03	19	27
3/9/2023	NV	Per Miami-Dade County RAI									
6/6/2023	NV	Per Miami-Dade County RAI									
									DRAWN BY:	DATE:	SCALE:
									NV	04/18/2022	1"= 5'



INSTALLATION GUIDELINES

Flexamat® is a tied concrete block system that is manufactured with site specific underlay. First, for applications where vegetation growth is expected, we use a 12-18 month degradable excelsior blanket (Curlex® II), second, for applications where vegetation will be sparse, we use a permanent synthetic erosion control blanket (Recyclax® TRM-V), and third, for sandy, non-cohesive soils, we use a non-woven geotextile fabric

Flexamat® is available in widths of 4', 5.5', 8', 10', 12', and 16'. For applications with wider widths, mats are installed adjacent to another. The manufacturer or authorized representative will provide technical assistance during installation as needed.

SHIPPING, TRANSPORT, STORAGE & HANDLING:

Flexamat® is packaged in rolls for shipment. The rolls have a minimum weight of 10 pounds per square feet. Rolls are packaged with handling straps. For safety, it is recommended that these straps only be used for lifting below 2' as a means to place heavy duty lifting straps under rolls.

Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, the rolls must be tarped or otherwise covered to minimize UV exposure.

SUBGRADE PREPARATION:

The prepared subgrade shall provide a firm, unyielding foundation for the mats. The subgrade shall be prepared as detailed on the plans. Subgrade surface shall be free of any debris, protrusions, rocks, sticks, roots or other hindrances which would result in an individual block being raised more than ¾" above the adjoining blocks. Undulations, rolls, knolls and rises in the subgrade to which the tied concrete mat is able to contour over and maintain intimate contact with the subgrade will be allowed. The Flexamat block has a height of 2.25". When grading next to hard surfaces like a road, sidewalk, or outlet pad, consider lowering the grade to allow for a smooth transition for water to flow from the hard surface onto the Flexamat. Before unrolling the Flexamat, apply seed and soil amendments directly to the prepared soil prior to installation of mats. Use seed and soil amendments or topsoil per project specifications.

UNROLLING:

Position the rolls in the direction to be unrolled, with the leading edge at the bottom of the roll with the line and grade shown on the plans and according to the manufacturer's installation guidelines. Flexamat can be unrolled down or across slopes. It is important to considering the direction of any overland or channel flow when anchoring and installing the succeeding rolls for seams or abutments in the design. All edges exposed to concentrated flows, especially the upstream leading edges must be terminated and properly anchored according to engineer drawings. If no hydraulic or overland flow is expected, a soil transition cover of 4"-6" can be graded over the edges in lieu of placement in an anchor trench. Overlapping seam should be installed like a shingle on a roof.

PANEL SEAMING:

Panel seams (Channel and Slopes) perpendicular to the hydraulic flow must be overlapped. The downstream panels will be terminated and properly anchored according to engineer drawings and placed under the upstream panel by overlapping 18". If no hydraulic or overland flow is expected, butting the seams together is acceptable along with a 4' section of erosion control matting is used with 2' being placed under each neighboring panel.

ANCHORING:

Flexamat shall have an 18" toe-in at edges perpendicular to concentrated hydraulic flow. For areas exposed to surface sheet flow, recess the mat 12". Alternately, edges not exposed to surface sheet flow do not need to be toed. Rather, a soil transition cover may be placed 4" along the edge of mat to transition to landscape.

Where permanent anchoring is required, e.g., installing mats on steep slopes, the cables (polypropylene grid) shall be attached to the anchoring system as indicated on the contract drawings. Important areas for considering anchoring are the leading edges, seams and overlaps. The design and layout of the anchored system shall be designed by the engineer with assistance from manufacturer.

MAINTENANCE:

Inspect at regular intervals and after storm events. Mow and fertilize vegetation. Do not maintain with grass killing chemicals. Remove sediment buildups in any swales or outlets. Digitally signed by

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FLEXAMAT DETAILS



Motz Enterprises, Inc.
3153 Madison Road
Cincinnati OH 45209
Office: 513-772-6689
Fax: 513-772-6690
www.Flexamat.com

Product Data Sheet

FLEXAMAT® is a tied concrete block mat used to control erosion in swales, slopes, ditches, channels, shorelines and any area where soil sediment may be lost due to water runoff.

FLEXAMAT® should be considered in any application where consideration is being given to poured concrete, riprap, gabions, acb's and other hard-armor systems.

FLEXAMAT® consists of pyramidal concrete blocks that are interconnected utilizing a rough-service polyester geogrid. the completed mat yields a high strength, ultra -flexible hard armor system of erosion control.

flexamat's superior percentage of open area (poa) affords an ideal zone . for vegetation growth while remaining a permanent armor against long-term erosional forces.

General Composition of Materials

Blocks	5000 PSI, Wet-cast Portland Cement
Interlocking Geogrid	Fornit 30/30
Underlayment	Flexamat Plus - Curlex II & Recyclax underlayment

Manufacturing Values

Flexamat Properties	Values
Roll Width	4', 5.5', 8', 10', 12' 16'
Roll Length	30', 40', 50' / custom
Material Weight	10 lbs./sf
Block Size	6.5" x 6.5" x 2.25"

Performance Design Criteria

Percentage Open Area (POA)	30% min.
Geogrid Tensile Strength	2000 lbs./lf min.
Shear Tolerance*	24 lbs./sf
Velocity Tolerance*	19ft./s

*ASTM D 6460

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL

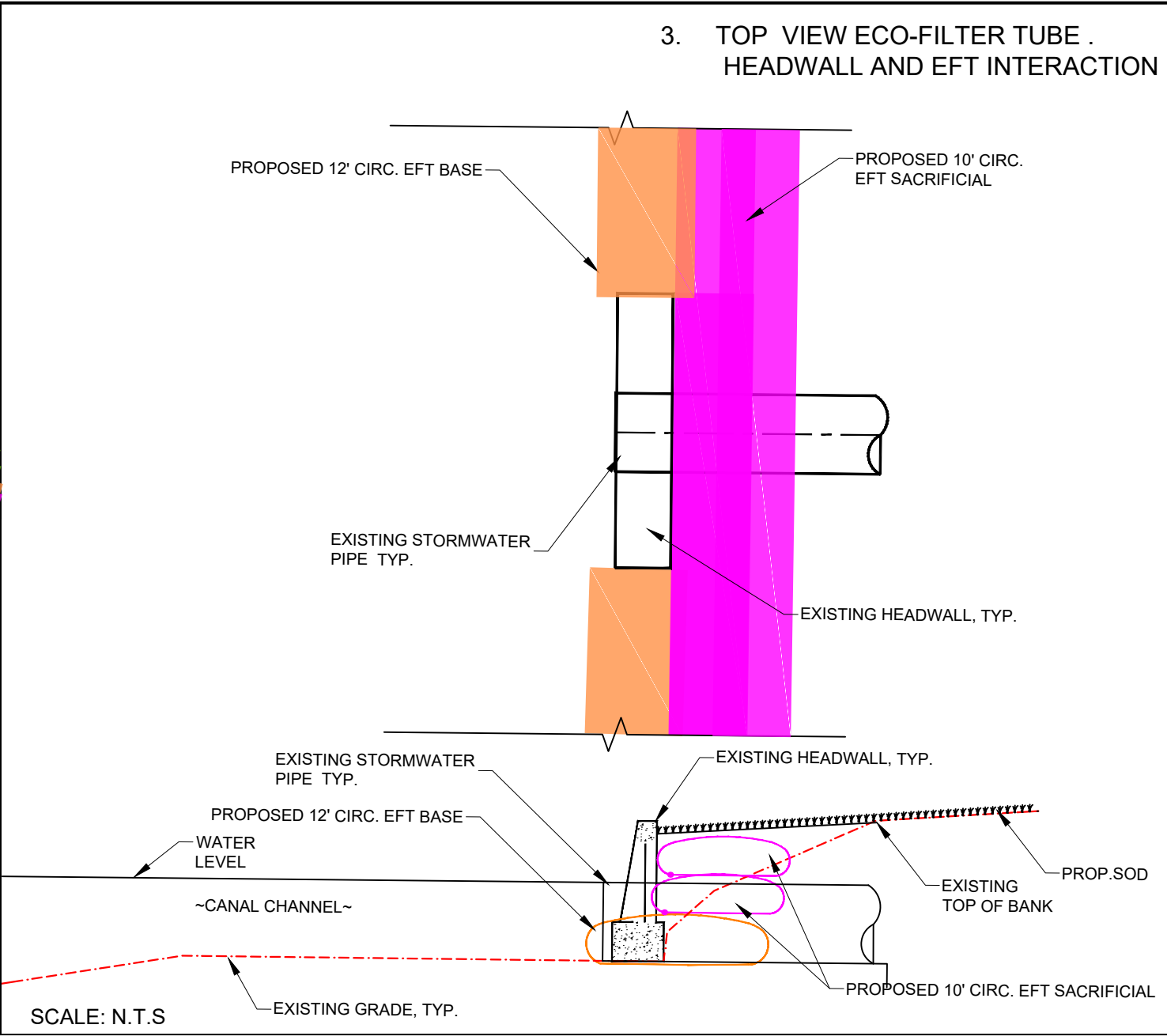
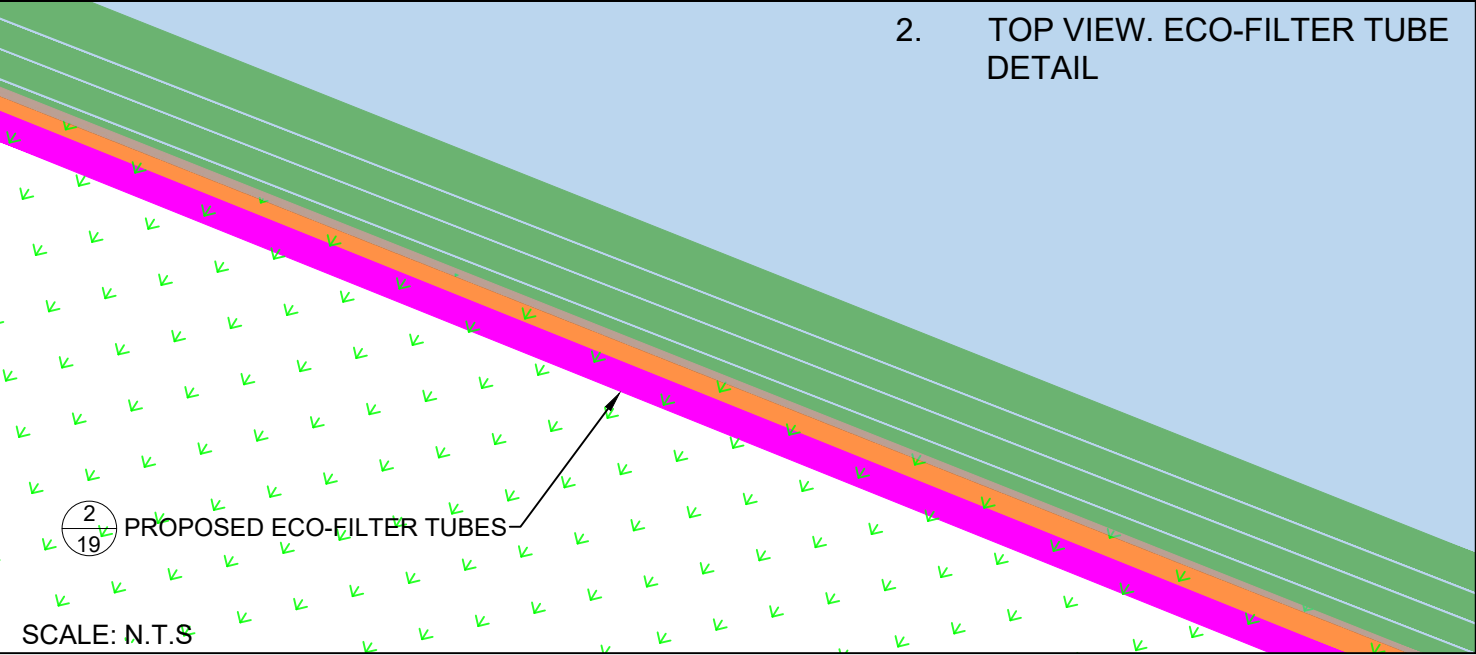
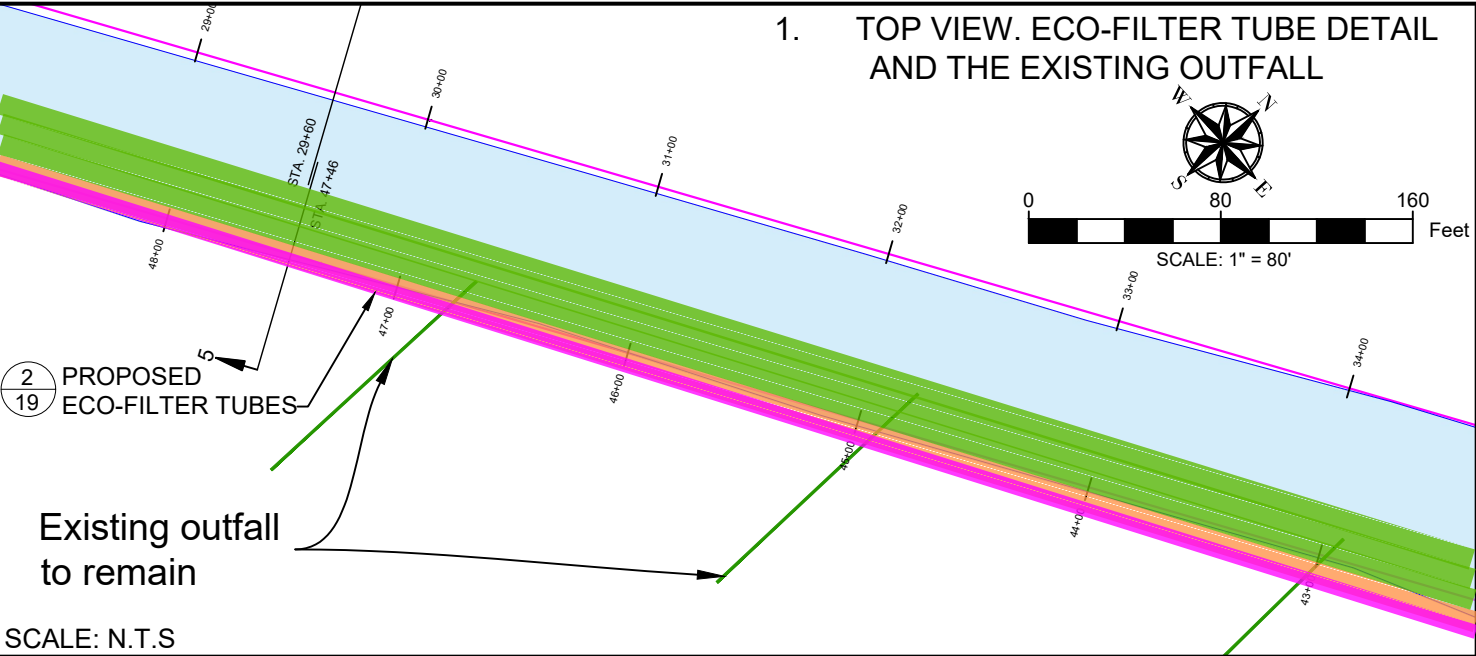


Landshore Enterprises, LLC
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Control & Construction Management
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"

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PROJECT NO. 2022-03	SHEET 20	OF 27
DRAWN BY: NV	DATE: 04/18/2022	SCALE: NTS



PREPARATION AND ECO FILTER TUBE PLACEMENT

Eco-Filter Tube® installation shall be performed by a manufacturer approved installer. All equipment, materials, labor, and incidentals associated with placing Eco-Filter Tube® are to be covered by the approved installer. Every geotextile tube project is unique. As such, only general guidelines can be outlined, but each project requires consultation with an EFT pipe expert to identify the unique attributes of the project and design the highest quality installation process possible.

1. Site preparation: The site where the Eco-filter tubes will be placed needs to be prepared beforehand. The area should be cleared of any debris, vegetation, or other materials that could damage the tube during placement. The ground should also be excavated to create a shelf and compacted to provide a stable base for the tubes.
2. Tube preparation: Eco-Filter Tube® need to be properly prepared before they can be filled with material. This involves ensuring that the tube is properly positioned

- and secured on the ground, and that the ends of the tube are securely fastened. The tube should also be checked for any damage or defects before filling.
3. Placement of the tubes: Eco-Filter Tube® should be placed in a manner that ensures they are stable and secure. This may involve using anchors, stakes, or other methods to prevent movement or collapse. It is important to ensure that the tubes are properly aligned and spaced to allow for proper drainage and dewatering.
 4. To fill the Eco-Filter Tube, use clean sand and ensure the tube is properly prepared. The tube only needs to be filled once and will dewater with very little or no further settling. To control the elevation and internal pressure, water must be allowed to exit the tube through one or more fill ports while it is being filled. Once pumping begins, clear water will drain from the tube through the permeable fabric. Monitor the tube's height to prevent ruptures.
 5. The sacrificial tube, also known as the top tube, plays a crucial role in shoreline restoration. It is positioned behind the headwall and serves as a containment unit for backfill material, which improves soil stability behind the headwall. Once the

- sacrificial tube is filled with soil, it is opened and the material is distributed evenly along the top of the shoreline to cover any voids or uneven areas.
6. After Eco-Filter Tube® placement, topsoil and seed can be directly applied to the prepared subgrade prior to sod laying to achieve accelerated vegetation growth that matches with existing grade.
 7. Regular monitoring and maintenance are crucial for the proper functioning of geotextile tubes. The process involves measuring the water level, checking for leaks and other issues, and adjusting the placement or configuration of the tubes as necessary. It is important to conduct regular maintenance procedures to prevent any damage or deterioration of the tubes over time.

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REVISIONS		
DATE	BY	DESCRIPTION
6/6/2023	NV	Added EFT Detail Sheet
9/22/2023	NV	Fixed EFT Detail Sheet

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



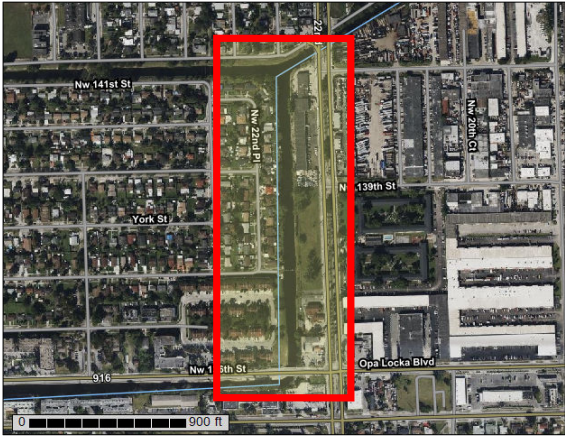
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ECO-FILTER TUBES DETAIL

PROJECT NO.	SHEET	OF
2022-03	21	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1"=80'###

Custom Soil Resource
Report for
**Miami-Dade
County Area,
Florida**



September 16, 2022

Custom Soil Resource Report

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
15	Urban land, 0 to 2 percent slopes	36.6	100.0%
Totals for Area of Interest		36.6	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

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REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Sheet Number 18

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



Landshore Enterprises, LLC
Environmental Engineering, Erosion
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Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)	
	Area of Interest (AOI)
Soils	
	Soil Map Unit Polygons
	Soil Map Unit Lines
	Soil Map Unit Points
Special Point Features	
	Blowout
	Borrow Pit
	Clay Spot
	Closed Depression
	Gravel Pit
	Gravelly Spot
	Landfill
	Lava Flow
	Marsh or swamp
	Mine or Quarry
	Miscellaneous Water
	Perennial Water
	Rock Outcrop
	Saline Spot
	Sandy Spot
	Severely Eroded Spot
	Sinkhole
	Slide or Slip
	Sodic Spot
Water Features	
	Streams and Canals
Transportation	
	Rails
	Interstate Highways
	US Routes
	Major Roads
	Local Roads
Background	
	Aerial Photography
	Spoil Area
	Stony Spot
	Very Stony Spot
	Wet Spot
	Other
	Special Line Features

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at
1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause
misunderstanding of the detail of mapping and accuracy of soil
line placement. The maps do not show the small areas of
contrasting soils that could have been shown at a more detailed
scale.

Please rely on the bar scale on each map sheet for map
measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator
projection, which preserves direction and shape but distorts
distance and area. A projection that preserves area, such as the
Albers equal-area conic projection, should be used if more
accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as
of the version date(s) listed below.

Soil Survey Area: Miami-Dade County Area, Florida
Survey Area Data: Version 13, Aug 25, 2021

Soil map units are labeled (as space allows) for map scales
1:50,000 or larger.

Date(s) aerial images were photographed: Dec 6, 2019—Jan 30,
2022

The orthophoto or other base map on which the soil lines were
compiled and digitized probably differs from the background
imagery displayed on these maps. As a result, some minor
shifting of map unit boundaries may be evident.

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Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions.
Each description includes general facts about the unit and gives important soil
properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for
differences in texture of the surface layer, all the soils of a series have major
horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness,
salinity, degree of erosion, and other characteristics that affect their use. On the
basis of such differences, a soil series is divided into *soil phases*. Most of the areas
shown on the detailed soil maps are phases of soil series. The name of a soil phase
commonly indicates a feature that affects use or management. For example, Alpha
silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas.
These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate
pattern or in such small areas that they cannot be shown separately on the maps.
The pattern and proportion of the soils or miscellaneous areas are somewhat similar
in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or
miscellaneous areas that are shown as one unit on the maps. Because of present
or anticipated uses of the map units in the survey area, it was not considered
practical or necessary to map the soils or miscellaneous areas separately. The
pattern and relative proportion of the soils or miscellaneous areas are somewhat
similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas
that could be mapped individually but are mapped as one unit because similar
interpretations can be made for use and management. The pattern and proportion
of the soils or miscellaneous areas in a mapped area are not uniform. An area can
be made up of only one of the major soils or miscellaneous areas, or it can be made
up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil
material and support little or no vegetation. Rock outcrop is an example.

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Custom Soil Resource Report

Miami-Dade County Area, Florida

15—Urban land, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2z915
Elevation: 0 to 30 feet
Mean annual precipitation: 55 to 70 inches
Mean annual air temperature: 68 to 81 degrees F
Frost-free period: 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Hills on marine terraces, ridges on marine terraces, knolls on marine
terraces, rises on marine terraces, flatwoods on marine terraces
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluvial, side slope, riser, rise, talf
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: No parent material

Interpretive groups

Land capability classification (irrigated): None specified
Forage suitability group: Forage suitability group not assigned (G155XB999FL)
Other vegetative classification: Forage suitability group not assigned
(G155XB999FL)
Hydric soil rating: Unranked

Minor Components

Hallandale

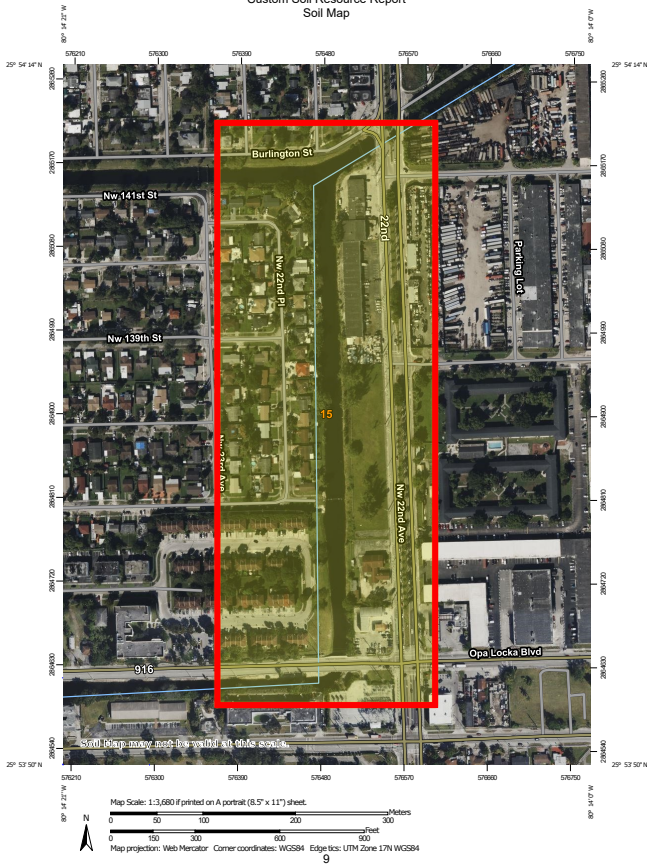
Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

Sunny isles

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Riser, talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL), South Florida Flatwoods (R155XY003FL)

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Custom Soil Resource Report
Soil Map



9

Custom Soil Resource Report

Hydric soil rating: No

Dade

Percent of map unit: 3 percent
Landform: Ridges on marine terraces
Landform position (three-dimensional): Interfluvial, tread, rise
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Shallow or moderately deep, sandy or loamy soils
on rises and ridges of mesic uplands (G156AC521FL)
Hydric soil rating: No

Naranja

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Forage suitability group not assigned
(G156AC999FL)
Hydric soil rating: No

Margate

Percent of map unit: 3 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Sandy soils on stream terraces, flood plains, or in
depressions (G156AC145FL)
Hydric soil rating: Yes

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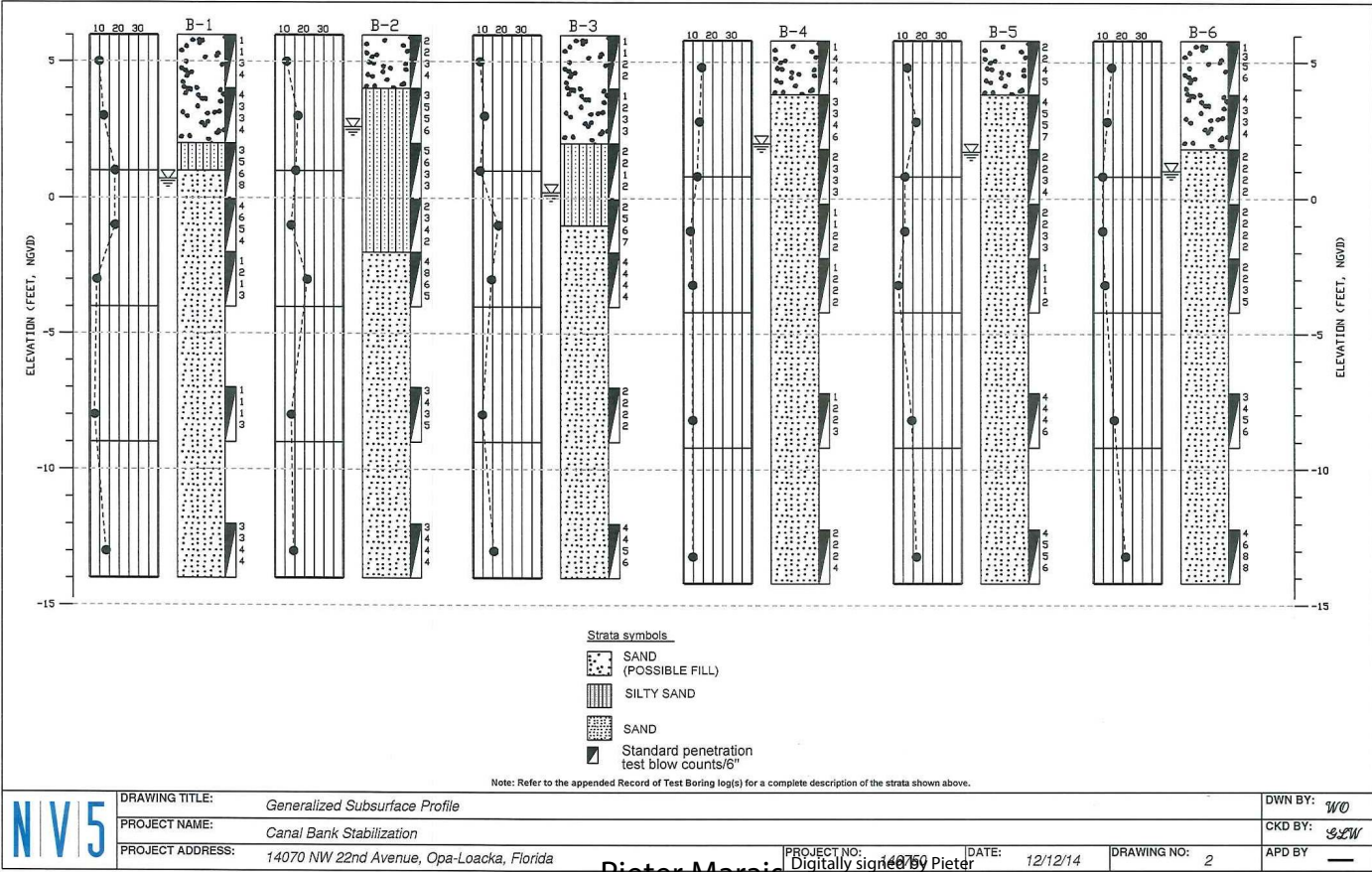
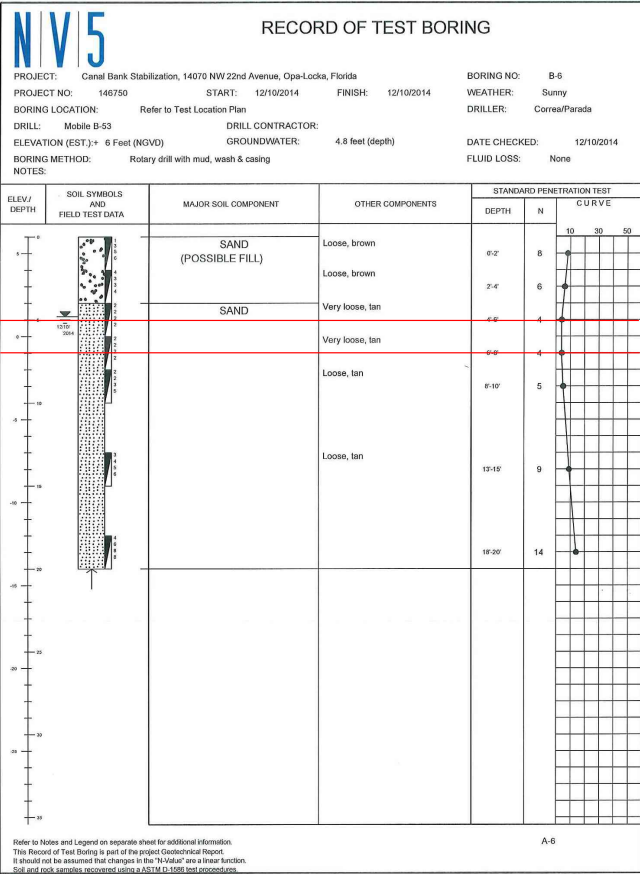
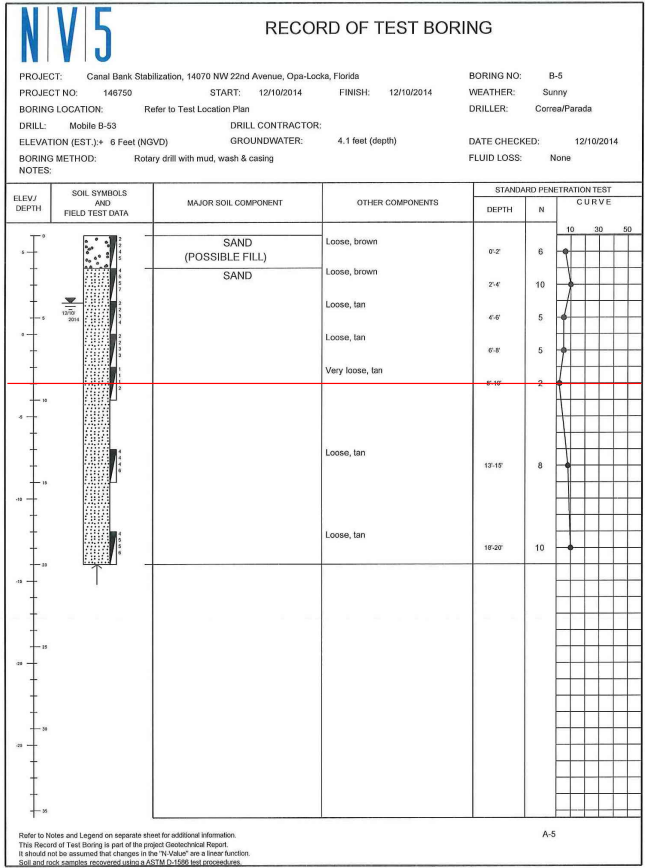
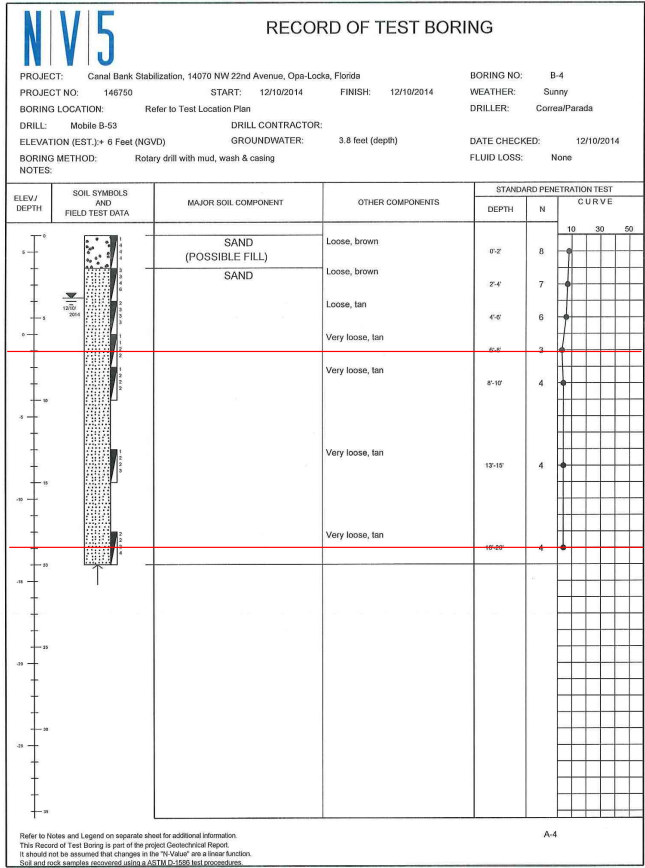
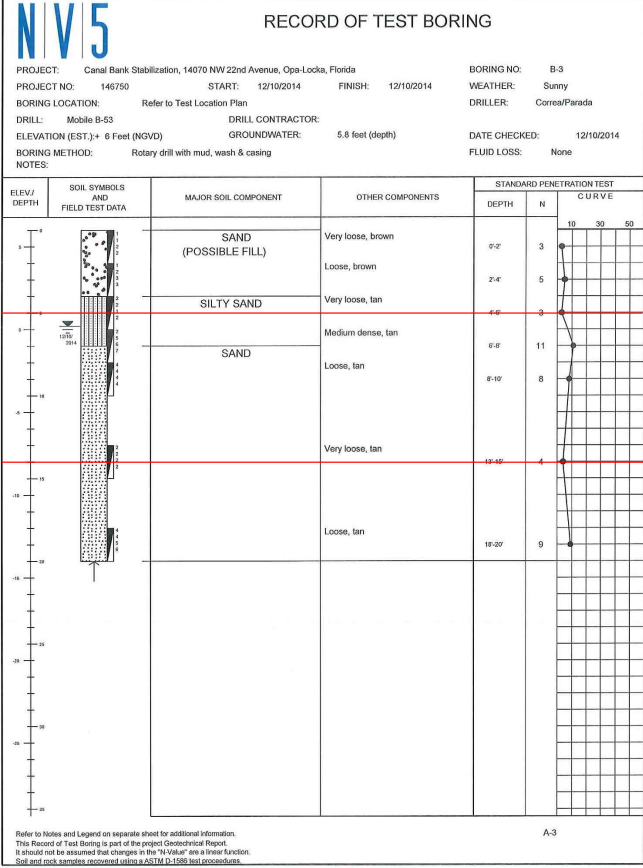
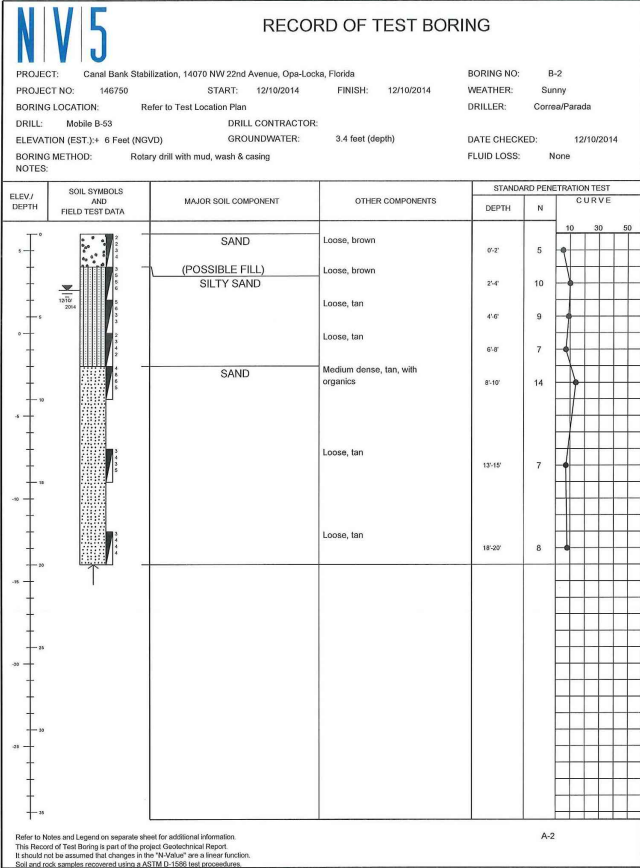
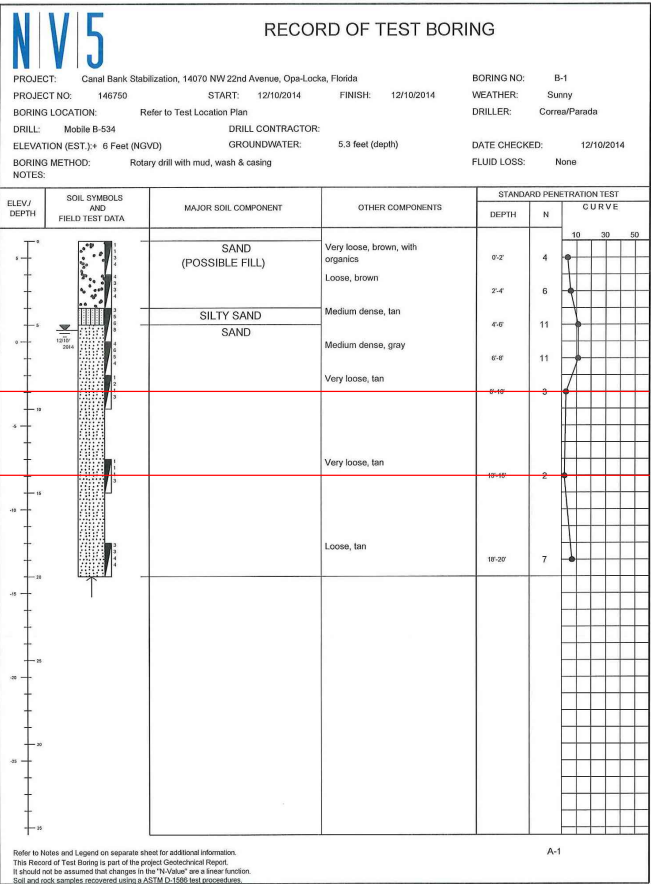
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SOIL SURVEY

PROJECT NO.	SHEET	OF
2022-03	22	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	N.T.S.



REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Sheet Number 19

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL

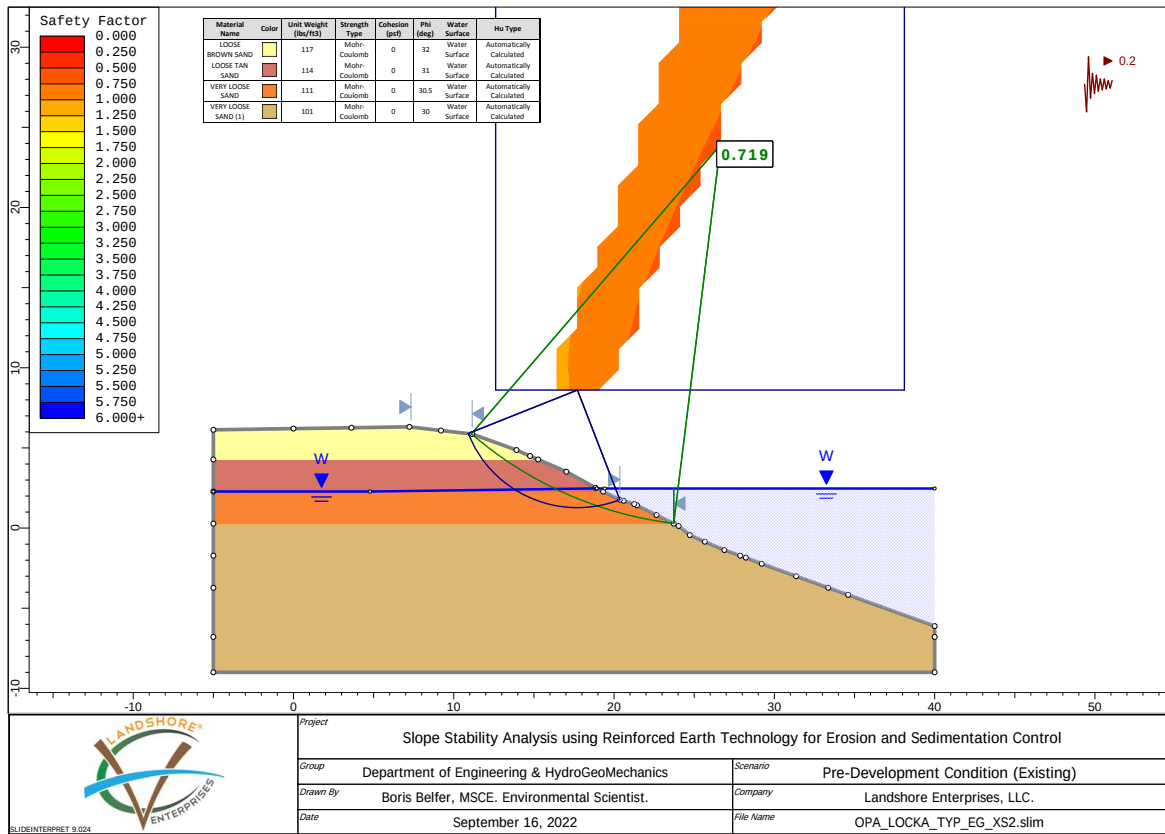


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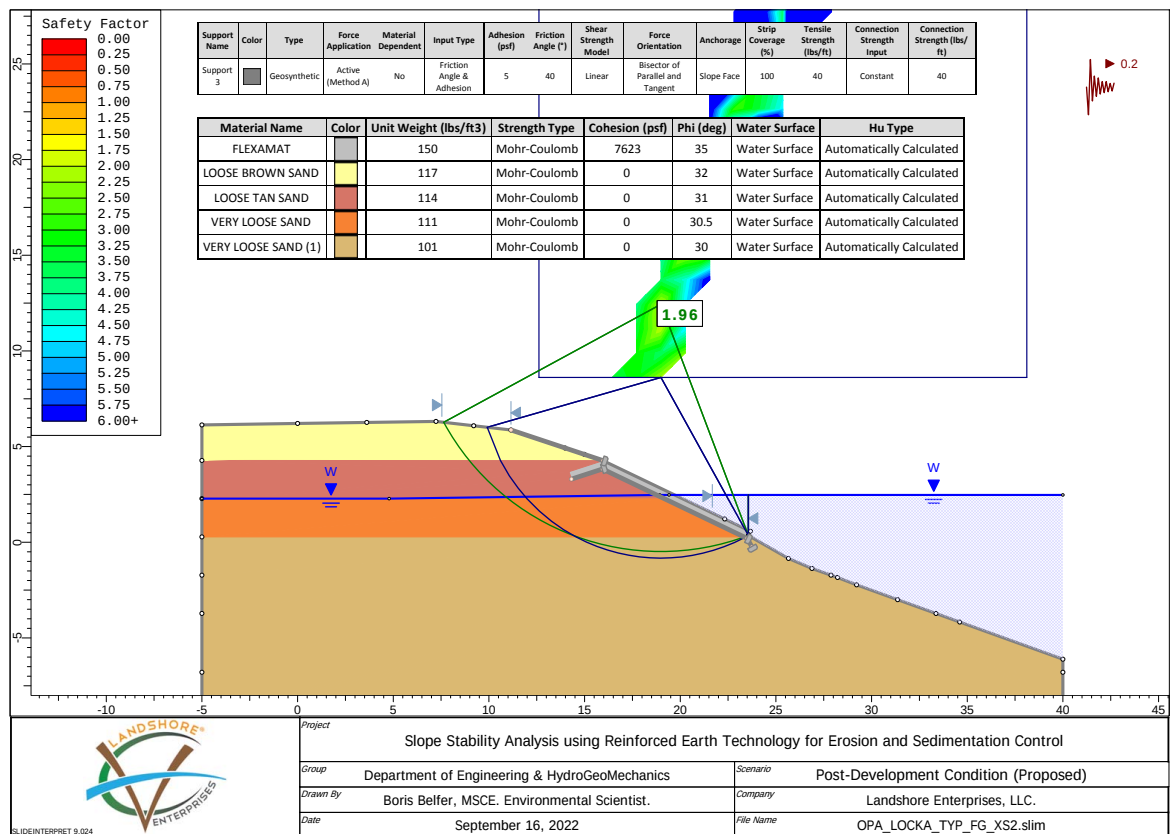
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Soil Boring Test Results

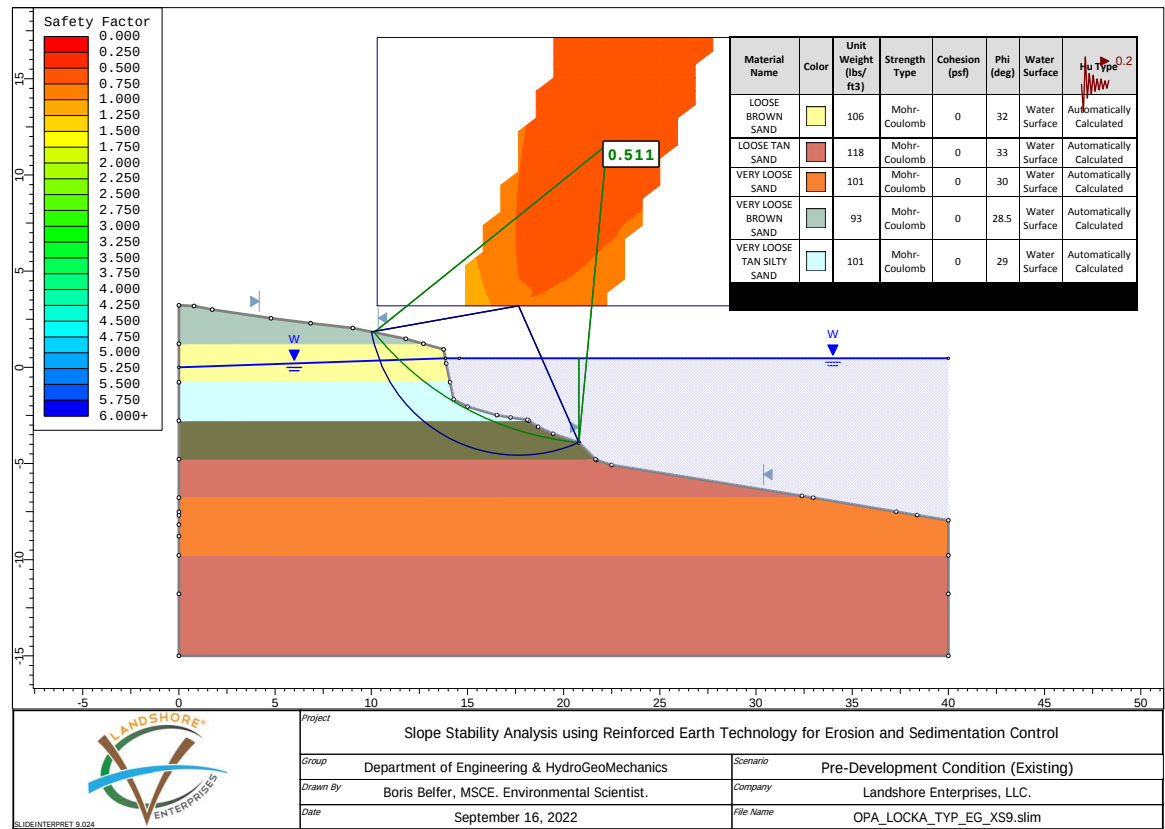
PROJECT NO.	SHEET	OF
2022-03	23	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



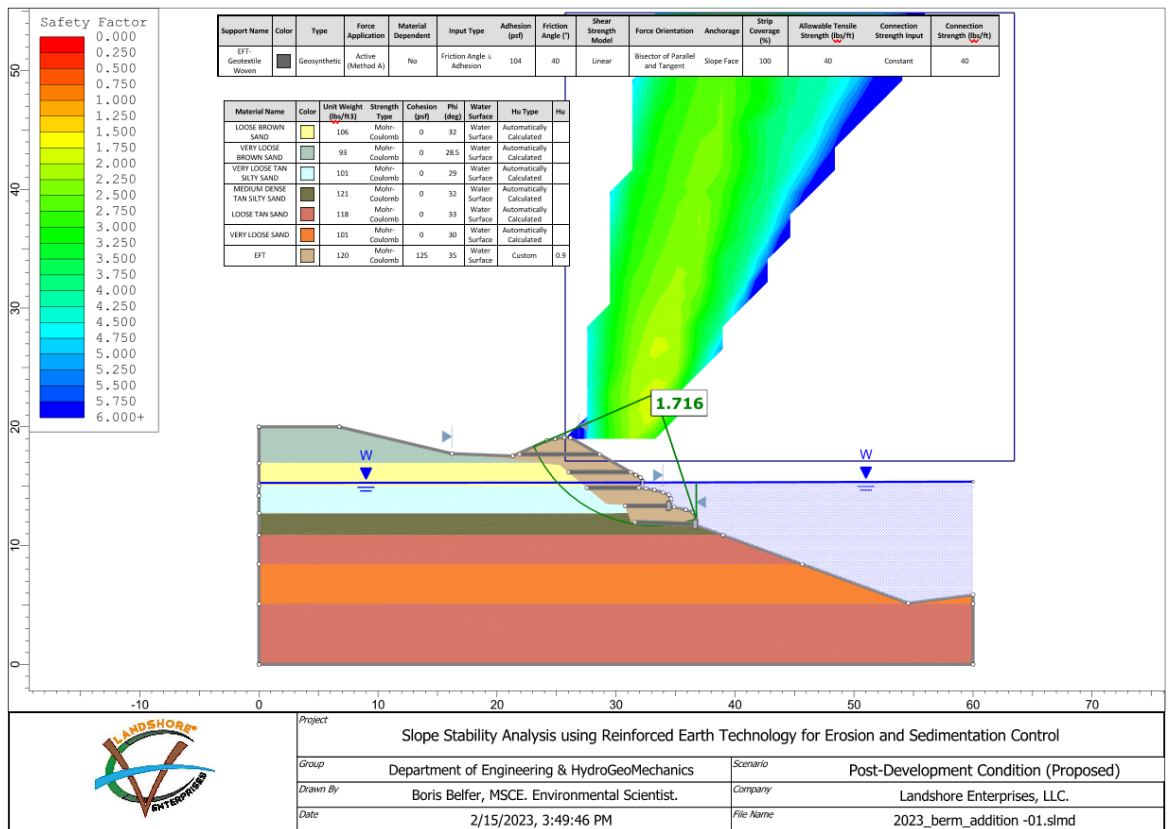
Section 2 - Existing



Section 2 - Proposed



Section 9 - Existing



Section 9 - Proposed

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REVISIONS		
DATE	BY	DESCRIPTION
9/20/2022	NV	Added Sheet Number 20
3/6/2023	NV	Per Miami-Dade County RAI

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



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Slope Stability Analysis

PROJECT NO.	SHEET	OF
2022-03	24	27
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN



Specification Sheet
EroNet™ C125® Erosion Control Blanket

DESCRIPTION

The long-term double net erosion control blanket shall be a machine-produced mat of 100% coconut fiber with a functional longevity of up to 36 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location, and elevation). The blanket shall be of consistent thickness with the coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with a heavyweight photodegradable polypropylene netting having ultraviolet additives to delay breakdown and an approximate 0.63 x 0.63 in (1.59 x 1.59 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats. The C125 shall meet Type 4 specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17

Material Content		
Matrix	100% Coconut Fiber	0.5 lbs/sq yd (0.27 kg/sm)
Netting	Heavyweight photodegradable with UV additives	3 lbs/1000 sq ft (14.6 g/sm)
Thread	Black polypropylene	

Standard Roll Sizes			
Width	6.67 (2.03 m)	8 ft (2.44 m)	16 ft (4.87 m)
Length	108 ft (32.92 m)	112 ft (35.14 m)	112 ft (34.14 m)
Weight ± 10%	44 lbs (19.95 kg)	56.25 lbs (25.5 kg)	112.5 lbs (51 kg)
Area	80 sq yd (66.9 sm)	100 sq yd (83.61 sm)	200 sq yd (167.22 sm)

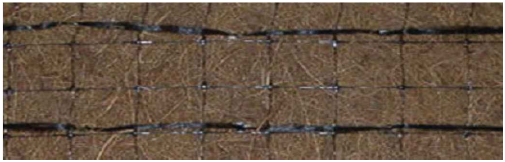


Western Green
4609 E. Boonville-New Harmony Rd.
Evansville, IN 47725

nagreen.com
800-772-2040

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EC_RM_X_MPDS_C125_3.20



Index Property	Test Method	Typical
Thickness	ASTM D6525	0.22 in. (5.59 mm)
Resiliency	ECTC Guidelines	82%
Water Absorbency	ASTM D1117	167%
Mass/Unit Area	ASTM 6475	7.73 oz/sy (262.8 g/sm)
Swell	ECTC Guidelines	13%
Smolder Resistance	ECTC Guidelines	Yes
Stiffness	ASTM D1388	0.75 oz-in
Light Penetration	ASTM D6567	16.6%
Tensile Strength - MD	ASTM D6818	472.8 lbs/ft (7.01 kN/m)
Elongation - MD	ASTM D6818	25.6%
Tensile Strength - TD	ASTM D6818	225.6 lbs/ft (3.35 kN/m)
Elongation - TD	ASTM D6818	33.9%
Biomass Improvement	ASTM 7322	257%

Design Permissible Shear Stress	
Unvegetated Shear Stress	2.25 psf (108 Pa)
Unvegetated Velocity	10.0 fps (3.05 m/s)

Slope Design Data: C Factors				
Slope Gradients (S)				
Slope Length (L)	≤ 3:1	3:1 – 2:1	≥ 2:1	
≤ 20 ft (6 m)	0.001	0.029	0.082	
20-50 ft	0.036	0.060	0.096	
≥ 50 ft (15.2 m)	0.070	0.090	0.110	

Roughness Coefficients – Unveg.	
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.022
0.50 – 2.0 ft	0.022-0.014
≥ 2.0 ft (0.60 m)	0.014



Motz Enterprises, Inc.
3153 Madison Road
Cincinnati OH 45209
Office: 513-772-6689
Fax: 513-772-6690
www.Flexamat.com

Data Sheet

Flexamat® is a tied concrete block mat used to control erosion in swales, slopes, ditches, channels, shorelines and any area where soil sediment may be lost due to water runoff.

The matting consists of pyramidal concrete blocks that are interconnected utilizing a high tensile strength polypropylene geogrid. The completed mat yields a high strength, ultra-flexible hard armor system of Erosion Control. Flexamat's superior Percentage of Open Area (POA) affords an ideal zone for vegetation growth while remaining a permanent armor against long-term erosional forces.

General Composition of Materials

Blocks	5000 PSI, Wet-cast Portland Cement
Interlocking Biaxial Geogrid	Fornit 30/30 – Polypropylene Geogrid with 2,055 lb/ft biaxial strength
Underlayment Options	Standard Polypropylene netting Curlex® II ECB

Manufacturing Values

Flexamat Properties	Values
Roll Width	4', 5.5', 8', 10', 12' 16'
Roll Length	30', 40', 50' / custom
Material Weight	10 lbs./sf
Block Size	6.5" x 6.5" x 2.25"
Percentage Open Area (POA)	30% min.

Performance

Test	Tested Value	Bed Slope	Soil Classification	Limiting Value
ASTM 6460	Shear Stress	30%	Sandy Loam (USDA)	24 PSF
ASTM 6460	Velocity	20%	Loam (USDA)	30 ft./sec

Pieter Marais
Lombard

Digitally signed by Pieter Marais
Lombard
Date: 2023.09.22 22:41:23 -04'00'

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REVISIONS		
DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL



Landshore Enterprises, LLC
Environmental Engineering, Erosion
Control & Construction Management
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"

118 Shamrock Blvd.
Venice, FL 34293
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

Pieter M. Lombard, Professional Engineer, State of Florida, License No. 66596
This item has been digitally signed and sealed by Pieter M. Lombard, PE, on
9/22/2023.
Printer copies of this document are not considered signed and sealed and the
signature must be verified on any electronic copies.

MANUFACTURER'S
SPECIFICATIONS

PROJECT NO. 2022-03	SHEET 25	OF 27
DRAWN BY: NV	DATE: 04/18/2022	SCALE: NA

Mirafi® 160 N

Mirafi® 160N is a nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Mirafi® 160N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Mirafi® 160N meets AASHTO M288 Class 2 for Elongation > 50%.

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average	
			Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	160 (712)	160 (712)
Grab Tensile Elongation	ASTM D4632	%	50	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	60 (267)	60 (267)
CBR Puncture Strength	ASTM D6241	lbs (N)	410 (1825)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	70 (0.212)	
			Minimum Roll Value	
Permittivity	ASTM D4491	sec-1	1.5	
Flow Rate	ASTM D4491	gal/min/ft2 (l/min/m2)	110 (4481)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	
Physical Properties		Unit	Roll Size	
Roll Dimensions (width x length)		ft (m)	15 x 300 (4.5 x 91)	
Roll Area		yd2 (m2)	500 (418)	

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Mirafi® is a registered trademark of Nicolon Corporation.

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365 South Holland Drive
Pendergrass, GA 30567

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Tel 888 795 0808

Fax 706 693 4400
www.tencate.com

FGS000361
ETQR89

Mirafi® FW404

Mirafi® FW404 is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Mirafi® FW404 geotextile is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	400 (1780) 315 (1402)	
Grab Tensile Elongation	ASTM D4632	%	15	15
Trapezoid Tear Strength	ASTM D4533	lbs (N)	150 (668)	165 (734)
CBR Puncture Strength	ASTM D6241	lbs (N)	1150 (5118)	
			Minimum Roll Value	
Percent Open Area	COE-02215	%	1.0	
Permittivity	ASTM D4491	sec-1	0.9	
Flow Rate	ASTM D4491	gal/min/ft2 (l/min/m2)	70 (2852)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.425)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355 % strength retained		90	
Physical Properties		Unit	Roll Size	
Roll Dimensions (width x length)		ft (m)	15 x 300 (4.57 x 91.4)	
Roll Area		yd2 (m2)	500 (418)	

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FGS000015
ETQR29

Pieter Marais
Lombard

Digitally signed by
Pieter Marais Lombard GAI-LAP-25-97
Date: 2023.09.22
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REVISIONS			Burlington Street Canal Slope Restoration for City of Opa-Locka, FL	 Landshore Enterprises, LLC Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC "Your Shoreline Protection Specialists"	118 Shamrock Blvd. Venice, FL 34293 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com	Pieter M. Lombard, Professional Engineer, State of Florida, License No. 66596 This item has been digitally signed and sealed by Pieter M. Lombard, PE, on 9/22/2023. Printer copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.	MANUFACTURER'S SPECIFICATIONS	PROJECT NO.	SHEET	OF
DATE	BY	DESCRIPTION						2022-03	26	27
								DRAWN BY: NV	DATE: 04/18/2022	SCALE: NA



Tree Removal Permit

Permit Number: TREE-2214351

Issuance Date: 07/31/2023

Project Manager: MORENO, LUIS

Expiration Date: 07/31/2025

Permittee: CITY OF OPA LOCKA

Address: 780 FISHERMAN STREET, OPA-LOCKA, FL 33054

(Authorized permit agent): LANDSHORE ENTERPRISES, LLC

Contact phone#: 941-303-5238

E-mail address: INFO@LANDSHORE.COM

Project Location: 14070 NW 22 AVE, OPA-LOCKA, FL, 33054-4144
BURLINGTON STREET CANAL - EMBANKMENT

Folio(s): 0821220000210

Process Number(s): N/A

Bond Required: N/A

Approved Work:

- **Removal of the following non-specimen trees: 8 *Annona glabra*, 4 *Coccoloba uvifera*, 18 *Sabal palmetto***

Total canopy approved for removal is 5,400 square feet.

Total canopy approved for relocation is 0 square feet.

The removal of trees is related to the Burlington Canal Stabilization Project for the City of Opa-Locka. The trees above have been depicted and identified in the Tree Disposition Plan/Topographic Boundary Survey entitled BURLINGTON STREET CANAL SLOPE RESTORATION FOR CITY OF OPA-LOCKA, FL, Sheets No. 1 through 20, prepared by Landshore Enterprises, LLC, as received by the Department of Regulatory and Economic Resources (RER), Division of Environmental Resources Management (DERM), Tree and Forest Resources Section on 9/22/2022. All work shall be performed in accordance with the referenced site plans, digitally signed and sealed by Pieter M. Lombard, P.E. No. 66596 on 5/05/2022, as stamped approved by the Tree and Forest Resources Section on 7/17/2023.

Pursuant to Section 24-49.9 of the Code of Miami-Dade County, the scope of work shall include the removal of all existing prohibited plant species (e.g., Australian pine, etc.) within the development area of the project.

SPECIAL PERMIT CONDITIONS

MISCELLANEOUS CONDITIONS

1. DERM shall be notified a minimum of three (3) days prior to the commencement of the clearing that is approved under this permit. The notice of commencement shall include all applicable permits. If a Soil Improvement Permit and/or Paving & Drainage Permit is submitted in lieu of Building permit, once the Building permit(s) are obtained, they shall be submitted to DERM.
2. There shall be no impacts to protected habitat in or adjacent to the project area. The contractor (or their personnel), permittee and consultant shall not attempt to relocate listed protected species or discourage utilization of habitat (e.g., beach dune, interdune, scrub, canal bank, etc.) within or adjacent to the project area. If listed protected species (e.g. Burrowing Owl nest, etc.) are sighted within the project area the contractor and/or consultant shall cease all work until the animal(s) has departed freely from the site, or its relocation is coordinated with the personnel from the Florida Fish & Wildlife Conservation Commission (FWWC).
3. Please be advised, any tree removal/relocation work within the canal rights-of-way of the County's secondary drainage canal system must obtain proprietary approval from Miami-Dade County Department of Transportation and Public Works (DTPW) Road, Bridge and Canal Division. You may contact Manuel Hervis, Road & Bridge Superintendent at (305) 592-3116 or via email at Manny.Hervis@miamidade.gov. Please be advised, tree removal services are part of DTPW's maintenance functions. Removal of invasive / overgrown trees from the canal rights-of-way are part of routine maintenance to the County's secondary canal system (which discharge into the South Florida Water Management District's primary canal system). Maintenance includes the control of aquatic weeds and woody vegetation, inspection, maintenance and cleaning of culverts, and the removal of floating debris and other obstructions. Moreover, proliferation of invasive/non-desirable trees along canal banks could obstruct canal maintenance equipment, cause neighborhood flooding, and may create further liability in a hurricane or storm event.
4. A contribution to the Tree Trust Fund shall be made in the amount of \$2,160.00 to satisfy canopy replacement requirements pursuant to Chapter 24 of the Code of Miami-Dade County. This contribution shall be used for the planting of trees on publicly owned property (Fund TF 112) in order to mitigate for the loss of tree canopy authorized by this permit.

GENERAL PERMIT CONDITIONS

1. This permit does not convey to the permittee or create for the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee.
2. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
3. The Permittee authorizes DERM representatives to inspect the work site during normal business hours to ensure that all terms and conditions of this permit are being met.



Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

miamidade.gov

4. This permit and plans shall be kept on-site during all phases of preconstruction activities such as demolition, clearing and grubbing of parcel, earthwork, regarding and throughout construction. The complete permit shall be available for review at the work site upon request by DERM staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

5. Pursuant to Section 24-49 of the Code of Miami-Dade County and the minimum requirements of the Miami-Dade County Landscape Ordinance, prohibited plant species shall be removed or eradicated from each property upon development or redevelopment. This condition shall not apply to properties that are not being developed or redeveloped. A prohibited plant species list is included below. These prohibited species shall be removed upon development or redevelopment and within one year of permit issuance. Furthermore, prohibited plant species shall not be sold, propagated, planted, imported, or transported on property that is subject to this permit unless a variance has been granted by Miami-Dade County.

<i>Abrus precatorius</i> (Rosary pea)	<i>Acacia auriculiformis</i> (Earleaf acacia)	<i>Adenanthera pavonina</i> (red sandalwood)
<i>Albizia lebeck</i> (Woman s tongue)	<i>Hymenachne amplexicaulis</i> (W Indian marsh grass)	<i>Antigonon leptopus</i> (Coral vine)
<i>Ardisia crenata</i> (coral ardisia)	<i>Ardisia elliptica</i> (shoebutton ardisia)	<i>Bischofia javanica</i> (bishopwood)
<i>Casuarina spp.</i> (Australian pine)	<i>Cestrum diurnum</i> (Day jessamine)	<i>Cinnamomum camphora</i> (Camphortree)
<i>Colubrina asiatica</i> (Asian nakedwood)	<i>Cupaniopsis anacardioides</i> (Carrotwood)	<i>Dalbergia sissoo</i> (Indian rosewood)
<i>Dioscorea alata</i> (White yam)	<i>Dioscorea bulbifera</i> (Air potato)	<i>Eichornia crassipes</i> (Water-hyacinth)
<i>Merremia</i>	<i>Ficus benghalensis</i> (Banyan tree)	<i>Ficus microcarpa</i> (Indian laurel)
<i>Ficus altissima</i> (Council tree)	<i>Hydrilla verticillata</i> (hydrilla)	<i>Hygrophila polysperma</i> (Indian swampweed)
<i>Flacourtia indica</i> (Governor s plum)	<i>Ipomoea aquatica</i> (Water-spinach)	<i>Jasminum dichotomum</i> (Gold Coast jasmine)
<i>Imperata cylindrica</i> (Cogongrass)	<i>Leucaena leucocephala</i> (lead tree)	<i>Ludwigia peruviana</i> (Peruvian primrosewillow)
<i>Jasminum fluminense</i> (Brazilian jasmine)	<i>Macfadyena unguis-cati</i> (Catclaw vine)	<i>Melaleuca quinquenervia</i> (Punk tree)
<i>Lygodium spp. except L. palmatum</i>	<i>tuberosa</i> (yellow morning-glory)	<i>Mikania micrantha</i> (Mile-a-minute, bittervine)
<i>Melia azedarach</i> (Chinaberry)	<i>Neyraudia reynaudiana</i> (Burmareed)	<i>Paederia spp.</i> (Sewervine, skunkvine)
<i>Mimosa pigra</i> (Black mimosa)	<i>Pennisetum purpureum</i> (Elephantgrass)	<i>Pistia stratiotes</i> (Water lettuce)
<i>Panicum repens</i> (Torpedograss)	<i>Rhodomertus tomentosa</i> (Rose myrtle)	<i>Rhynchelytrum repens</i> (Natal grass)
<i>Pueraria montana var. lobata</i> (Kudzu)	<i>Sapium sebiferum</i> (Chinese tallowtree)	<i>Scaevola taccada</i> (Beach naupaka)
<i>Ricinus communis</i> (castorbean)	<i>Schinus terebinthifolius</i> (Brazilian pepper)	<i>Senna pendula var. glabrata</i> (climbing cassia)
<i>Schefflera actinophylla</i> (Umbrella tree)	<i>Solanum viarum</i> (Tropical soda apple)	<i>Talipariti tiliaceum</i> (Mahoe, sea hibiscus)
<i>Solanum tampicense</i> (Aquatic soda apple)	<i>Thespesia populnea</i> (Seaside mahoe)	<i>Tribulus cistoides</i> (Puncture vine)
<i>Tectaria incisa</i> (Incised halberd fern)		
<i>Urochloa mutica</i> (Paragrass)		

6. Pursuant to Sections 24-49 of the Code of Miami-Dade County, each property subject to this permit shall be maintained to prevent the growth or accumulation of all prohibited species including non-native grasses, weeds, and undergrowth.
7. The survival of all trees counted towards canopy mitigation shall be ensured to live at least one (1) year from the date the final inspection was passed. If the tree(s) die, they must be replaced by the same Florida grade number one tree of equal or greater size. If the property owner of the mitigated tree(s) changes, the permittee will be held as the responsible party and will be required to replace any destroyed or non-living tree(s).
8. Replanting/relocation must be verified and approved by the Tree and Forest Resources Section of RER- DERM. The applicant shall notify DERM when the replanting is completed to schedule a final inspection (two weeks' notice is required).
9. Any contributions made to the Tree Trust Fund to satisfy canopy replacement requirements will be used for planting on publicly owned parcels unless otherwise specified.
10. Prior to performing any work that would have the potential to impact underground utilities, the permittee and contractor shall verify the location of all underground and overhead utility lines and verify that no utilities will be damaged by the work. Contact Sunshine 811 One-Call at 811 or on the web: <http://www.sunshine811.com/> to locate underground utility lines. No clearing, excavation, earthwork, tree removal or planting shall commence until the permittee and contractor have verified that utilities will not be damaged by any work.

DISCLAIMER:

ALL WORK SHALL BE IN ACCORDANCE WITH THE CONDITIONS CONTAINED HEREIN. THE PERMITTEE IS RESPONSIBLE FOR COMPLIANCE OF ALL CONTRACTORS AND SUBCONTRACTORS WITH THE CONDITIONS AND LIMITATIONS OF THIS PERMIT AS APPLICABLE. EXCEPT AS AUTHORIZED BY THIS PERMIT, ANY PROTECTED TREE(S) THAT ARE REMOVED OR EFFECTIVELY DESTROYED SHALL CONSTITUTE A VIOLATION OF SECTION 24-49 OF THE CODE OF MIAMI-DADE COUNTY AND WILL BE PURSUED AS SUCH. IN ADDITION, ANY NON-COMPLIANCE WITH THE CONDITIONS OF THIS PERMIT WILL SUBJECT THE PERMITTEE AND RESPONSIBLE CONTRACTORS OR INDIVIDUALS TO THE PENALTY PROVISIONS OF SECTION 24-49, 24-30, 24-31 AND 8CC OF THE CODE OF MIAMI-DADE COUNTY.

ISSUANCE OF THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM THE REQUIREMENT TO OBTAIN AND COMPLY WITH ALL NECESSARY APPROVALS OR PERMITS FROM THE LOCAL MUNICIPALITY, OR ANY OTHER GOVERNMENT ENTITY HAVING JURISDICTION RELATING TO THE AUTHORIZATIONS CONTAINED HEREIN.

FAILURE TO COMPLY WITH ALL CONDITIONS OF THIS PERMIT MAY RESULT IN PERMIT REVOCATION, BOND FORFEITURE, WITHHOLDING OF MY CERTIFICATE OF OCCUPANCY, AND ENFORCEMENT ACTION AGAINST ME BY THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES. I ASSUME FULL RESPONSIBILITY FOR THE ACTIONS OF ALL MY EMPLOYEES, AGENTS, AND PERSONS UNDER DIRECT OR INDIRECT CONTRACTUAL OBLIGATION TO ME WITH RESPECT TO COMPLIANCE WITH THE CONDITIONS AND LIMITATIONS CONTAINED WITHIN THIS PERMIT.

NOTICE OF COMMENCEMENT

A RECORDED COPY MUST BE POSTED ON THE JOB SITE AT TIME OF FIRST INSPECTION

PERMIT NO. 20220040 TAX FOLIO NO. _____

STATE OF FLORIDA:

COUNTY OF MIAMI-DADE:

THE UNDERSIGNED hereby gives notice that improvements will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

Space above reserved for use of recording office

1. Legal description of property and street/address: Burlinton Street Canal
2. Description of improvement: Canal Slope Restoration for City of Opa-Locka, FL
3. Owner(s) name and address: City of Opa-Locka, 780 Fisherman St., Opa-Locka, FL 33054
Interest in property: _____
Name and address of fee simple titleholder: _____
4. Contractor's name, address and phone number: Landshore Enterprises, LLC dba Erosion Restoration, LLC
118 Shamrock Blvd, Venice, FL 34293 / 954-327-3300
5. Surety: (Payment bond required by owner from contractor, if any)
Name, address and phone number: United States Fire Insurance Company / 305 Madison Ave. Morristown NJ / 973-490-6600
Amount of bond \$ 455,531.30
6. Lender's name and address: n/a
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes,
Name, address and phone number: Landshore Enterprises, LLC
118 Shamrock Blvd., Venice, FL 34293 / 954-327-3300
8. In addition to himself, Owners designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
Name, address and phone number: Landshore Enterprises, LLC
118 Shamrock Blvd., Venice, FL 34293 / 954-327-3300
9. Expiration date of this Notice of Commencement: October 23, 2025
(the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature(s) of Owner(s) or Owner(s)' Authorized Officer/Director/Partner/Manager

Prepared By Adelina Gross

Print Name Adelina Gross

Title/Office CIP Manager Opa-locka

Prepared By _____

Print Name _____

Title/Office _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of December, 2023

By Adelina Gross

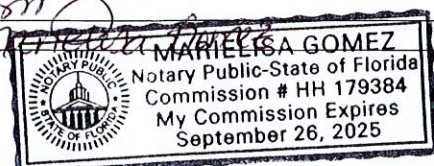
☐ Individually, or ☐ as _____ for _____

☒ Personally known, or ☐ produced the following type of identification: _____

Signature of Notary Public: _____

Print Name: _____

(SEAL)



VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true, to the best of my knowledge and belief.

Signature(s) of Owner(s) or Owner(s)'s Authorized Officer/Director/Partner/Manager who signed above:

By Adelina Gross

By _____



Landshore Enterprises, LLC

*Streambank & Shoreline protection/stabilization/reclamation
Environmental Engineering, Erosion Control, Construction Management
d/b/a Erosion Restoration, LLC*

March 16, 2023

City of Opa-Locka

Attn: Ms. Adelina Gross, Manager CIP Dept.

12950 NW 42nd Avenue,
Opa-Locka, FL 33054

Dear Ms. Gross,

Thank you for your interest on completing the City of Opa-Locka-Burlington Street Canal Slope Restoration Project.

Pursuant to your request, the following are the estimated amounts of completion for phases 1B, 2, and 3 of the project as designed, and to comply with Miami-Dade County Flooding requirements.

Phase 1B \$283,362.00 (plus 2.5% bonding) = \$290,446.05

Phase 2 \$608,077.00 (plus 2.5% bonding) = \$623,278.93

Phase 3 \$747,681.77 (plus 2.5% bonding) = \$766,373.81

If you have any questions, please let us know.

Kind Regards,
Arelis van den Berg
Chief Financial Officer
Landshore Enterprises, LLC



DESIGN BUILD CONTRACTOR AGREEMENT

BETWEEN

CITY OF OPA-LOCKA

AND

Landshore Enterprises, LLC

FOR

Burlington Street Canal Slope Restoration Completion of Phase I

AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____ 2024, between:

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

and

Landshore Enterprises, LLC

A licensed Company, authorized to do business in the State of Florida, hereinafter "DESIGN BUILD CONTRACTOR"

WITNESSETH:

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

ARTICLE 1

PREAMBL

E

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 requested proposals for **Burlington Street Canal Slope Restoration Project** indicating the CITY's desire to hire a DESIGN BUILD CONTRACTOR to perform this work.
- 1.2 On October 27, 2021, the CITY awarded the DESIGN BUILD CONTRACTOR and authorized the proper CITY officials to enter into an agreement with DESIGN BUILD CONTRACTOR for the completion of Phase I of the Burlington Street Canal Slope Restoration Project
- 1.3 On _____, the CITY awarded the DESIGN BUILD CONTRACTOR and authorized the proper CITY officials to enter into an agreement with DESIGN BUILD CONTRACTOR for the completion of Phase II of the Burlington Street Canal

Slope Restoration Project to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The DESIGN BUILD CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to prepare plans, specifications, permitting and complete construction for Phase II of the Burlington Street Canal Slope Restoration Project.
- 2.2 DESIGN BUILD CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with DESIGN BUILD CONTRACTOR, that DESIGN BUILD CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by DESIGN BUILD CONTRACTOR pursuant to the terms of this Agreement
- 2.3 DESIGN BUILD CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **three (3) years** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises DESIGN BUILD CONTRACTOR, DESIGN BUILD CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.
- 2.4 PERMITTING
- Obtain all permit approvals from all applicable regulatory agencies and City of Opa-locka Building and Licensing Department.

2.5 CONSTRUCTION

Upon concurrence and award of the DESIGN BUILD CONTRACTOR, Landshore Enterprise, LLC, shall initiate the permitting and subsequently the construction to begin and the work to take place as outlined below:

- Construction
- Coordination with City for construction inspections
- Final certification of Slope Restoration by the City of Opa-Locka and Miami-Dade County - South Florida Water Management District Permitting Section.
- The DESIGN BUILD CONTRACTOR shall provide As-Built Drawings at the project closeout.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The DESIGN BUILD CONTRACTOR shall commence work to be performed under this Agreement within five (5) working days from the Notice to Proceed (NTP) and shall complete

on/before _____, 2024.

- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by DESIGN BUILD CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of DESIGN BUILD CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by DESIGN BUILD CONTRACTOR for which liquidated damages are due.
- 3.3 DESIGN BUILD CONTRACTOR's failure to perform the work specified in this Agreement shall result in DESIGN BUILD CONTRACTOR being required to pay liquidated damages in the Amount \$750 per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

DESIGN BUILD CONTRACTOR SUM

- 4.1 The CITY hereby agrees to pay DESIGN BUILD CONTRACTOR for the faithful performance of this Agreement, **Seven Hundred Eight Thousand. One Hundred Sixty-Four Dollars (708,164.00)** for work to be completed in accordance with the "Proposal" submitted by DESIGN BUILD CONTRACTOR. Work completed by the DESIGN BUILD CONTRACTOR shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as DESIGN BUILD CONTRACTOR Sum and shall be **Seven Hundred Eight Thousand, One Hundred Sixty-Four Dollars (708,164.00)**.
- 4.2 Notwithstanding any other provision of this DESIGN BUILD CONTRACT, the DESIGN BUILD CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of three (3) years after final payment and shall immediately correct any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by DESIGN BUILD CONTRACTOR except those previously made and still unsettled.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the DESIGN BUILD CONTRACTOR to the Owner, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the DESIGN BUILD CONTRACT Sum to the DESIGN BUILD CONTRACTOR as provided below and elsewhere in the DESIGN BUILD CONTRACT Documents.
- 5.2 The period covered by each Application for payment shall be one calendar month ending on the *last* day of the month, or as follows:

- 5.2.1. The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.
- 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the DESIGN BUILD CONTRACTOR in accordance with the DESIGN BUILD CONTRACT Documents. The Schedule of Values shall allocate the entire DESIGN BUILD CONTRACT Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the DESIGN BUILD CONTRACTOR's Applications for Payment.
- 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.2.4. Subject to the provisions of the DESIGN BUILD CONTRACT Documents, the amount of each progress payment shall be computed as follows:

- 5.2.4.1 Take that portion of the DESIGN BUILD CONTRACT Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total DESIGN BUILD CONTRACT Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the DESIGN BUILD CONTRACT to the Owner for a deletion or change which results in a net decrease in the DESIGN BUILD CONTRACT Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 5.2.4.2 Add that portion of the DESIGN BUILD CONTRACT Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%):
- 5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.

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

5.4

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

- 5.5 Reduction or limitation of retainage, if any, shall be as follows: **None**
5.6

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the DESIGN BUILD CONTRACT Sum, shall be made by the Owner to the DESIGN BUILD CONTRACTOR when (1) the DESIGN BUILD CONTRACT has been fully performed by the DESIGN BUILD CONTRACTOR except for the DESIGN BUILD CONTRACTOR's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment: and (2) a final Project Certificate for Payment has been issued by the Owner and 3) the DESIGN BUILD CONTRACTOR has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7

DESIGN BUILD CONTRACTOR'S LIABILITY INSURANCE

- 7.1 The DESIGN BUILD CONTRACTOR shall not commence work under this DESIGN BUILD CONTRACT until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the DESIGN BUILD CONTRACTOR allow any SUB-CONTRACTOR, if applicable, to commence work on a SUB-CONTRACT until all similar such insurance required of the SUB-CONTRACTOR has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by AM. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the DESIGN BUILD 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 DESIGN BUILD CONTRACT, then in that event, the DESIGN BUILD CONTRACTOR shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the DESIGN BUILD CONTRACT and extension there under is in effect. The DESIGN BUILD CONTRACTOR shall not continue to work pursuant to this DESIGN BUILD CONTRACT unless all required insurance remains in full force and effect.
- 7.5 Comprehensive General Liability insurance to cover liability bodily injury and property

damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- (a) Workers' Compensation Insurance - as required by law;
 - (b) Employer's Liability Insurance - \$1,000,000 per occurrence;
 - (c) Automobile Liability Insurance - \$2,000,000 per occurrence, \$1,000,000 per accident;
 - (d) Accident for bodily injury \$300,000 and \$1,000,000 per accident for property damage.
 - (e) Professional liability insurance of each design consultant- minimum \$500,000.
- 7.6 The DESIGN BUILD CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 8 PROTECTION OF PROPERTY

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

ARTICLE 9 DESIGN BUILD CONTRACTOR'S INDEMNIFICATION

- 9.1 The DESIGN BUILD CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters and with the work being performed by DESIGN BUILD CONTRACTOR. The DESIGN BUILD CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters.
- 9.2 The DESIGN BUILD 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 DESIGN BUILD CONTRACTOR's negligent acts, errors, or omissions.
- 9.3 If a court of competent jurisdiction holds the City liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that

the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 10

INDEPENDENT DESIGN BUILD CONTRACTOR

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

ARTICLE 11

DESIGN BUILD CONTRACTOR BOND

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

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

PROJECT NAME

PROJECT

DESCRIPTION

ESTIMATED PROJECT COST

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT DESIGN BUILD

CONTRACTOR ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 13

TERM AND TERMINATION

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

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 DESIGN BUILD 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; CONSULTANT's proposal as set forth in Exhibit "B"; the RFP, Exhibit "A" and any other exhibits thereto, or to this Agreement. However, the language of the RFP shall be amended as follows: The DESIGN BUILD CONTRACTOR will be expected to rectify any omissions and make such changes as deemed appropriate at no additional cost unless otherwise agreed to by the parties in writing.

ARTICLE 15

MISCELLANEOUS

15.1 Legal Representation:

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

15.2 Assignments:

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

15.3 Records:

DESIGN BUILD CONTRACTOR shall keep books and records and require any and all SUB-CONTRACTORS 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 DESIGN BUILD CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, or for such longer period as is required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

15.4 Ownership of Documents:

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

15.5 No Contingent Fees:

DESIGN BUILD CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the DESIGN BUILD 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 DESIGN BUILD CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the DESIGN BUILD

CONTRACT Sum or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 Notice:

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

CITY:	John E. Pate, City Manager 780 Fisherman, 4 th Floor Opa-locka, FL 33054
COPY TO:	Burnadette Norris-Weeks, City Attorney 401 NW 7 th Avenue Fort Lauderdale, FL 33311
COPY TO:	Adelina Gross, CIP Director 780 Fisherman Street, 4 th Floor Opa-locka, FL 33054
DESIGN BUILD CONTRACTOR:	Landshore Enterprises, LLC 188 Triple Diamond Blvd Suite A4 North Venice, FL 34275

15.7 Binding Authority:

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

15.8 Exhibits:

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

15.9 Headings:

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

15.10 Severability:

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

15.11 Governing Law:

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

15.12 Disputes:

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

15.13 Attorney's Fees:

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

15.14 Extent of Agreement:

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

15.15 Waiver:

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

15.16 Equal Opportunity Employment:

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

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

ARTICLE 16

NOTICE TO PROCEED

The DESIGN BUILD CONTRACTOR and the engineer shall commence work within five (5) five working days from the date of the Notice to Proceed (NTP). No work shall begin without NTP.

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

CITY OF OPA-LOCKA

ATTEST:

Joanna Flores
City Clerk

BY:

Darvin Williams
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

LANDSHORE ENTERPRISES, LLC

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 of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

DESIGN BUILD CONTRACTOR'S PROPOSAL

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 AMEND THE AGREEMENT WITH EXP U.S. SERVICES, INC. FOR THE SAFE STREETS 4 ALL COMPREHENSIVE SAFETY PLAN TO ALLOW FOR THE COLLECTION OF ADDITIONAL DATA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") received grant funding from the Federal Highway Administration to develop a Comprehensive Safety Action Plan under the Safe Streets 4 All Program; and

WHEREAS, the Project was made public to bid and an agreement was awarded to EXP U.S. Services, Inc. was for an amount not to exceed One Hundred Sixty-Seven Thousand, Seven Hundred Seventy-Four Dollars and Fifty-Five Cents (\$167,774.55) (excluding contingency); and

WHEREAS, during meetings with City Commission, Stakeholders, and Community members additional points of interest and data needed to provide an effective safety plan were encountered. Due to this, the consultant has provided the City with additional tasks to be undertaken for the additional amount of Twenty-Four Thousand, Nine Hundred Twenty-Seven Dollars and Seventy-Three Cents (\$24,927.73); and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend the agreement with EXP U.S. Services, Inc. as set forth herein.

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 authorizes the City Manager to amend the agreement with EXP U.S. Services, Inc. for the Safe Streets 4 All Comprehensive Safety Plan, in the form attached hereto, to allow for the collection of additional data.

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	_____



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Director Signature:	DocuSigned by: EC5929C4FFB9414...	
Interim City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C46C07C1E8DE492...	
Commission Meeting Date:	10/23/2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	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: Capital Improvements Program	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH EXP SERVICES USA FOR THE SAFE STREETS 4 ALL COMPREHENSIVE SAFETY PLAN TO ALLOW THE COLLECTION OF ADDITIONAL DATA.

Staff Summary:

The City of Opa-locka received grant funding from the Federal Highway Administration to develop a Comprehensive Safety Action Plan under the Safe Streets 4 All Program. The project was made public to bid and an agreement with EXP Services was contracted for an amount not to exceed \$167,864.00 (no including contingency). During meetings with City Commission, Stakeholders, and Community members additional points of interest and data needed to provide an effective safety plan were encountered, due to this the consultant has provided the City with additional tasks to be undertaken for the additional amount of **\$24,927.73** A description of the tasks can be found below,

Task 1: Inventory of Existing Traffic Calming Infrastructure:

- The Consultant will develop an ArcGIS Field Maps survey application to collect field data to be used during site visits.
- The Consultant will meticulously compile an inventory of the existing traffic calming features citywide, including items such as roundabouts and speed humps.
- The Consultant will clean up all data collected during field visits and map these features.
- The Consultant will assess any linkage between these features and crashes recorded, the efficacy of the features reducing fatalities and severe injuries citywide, and any impacts to Emergency Management Services (EMS), especially in neighborhoods with aging and disable populations.

Deliverable: Update to the Safety Analysis and Equity Analysis Reports

Task 2: Turning Radii Analysis:

- The Consultant will identify and map locations citywide on County and Local Roads for potential evaluation, specifically in areas of critical freight importance with high percentage of truck traffic volumes, and where industrial land use is prevalent.
- The Consultant will review the identified existing turning lanes and receiving lanes on County and Local Roads in Vehicle Tracking for sufficient turning radii to accommodate freight vehicles using a WB-67 design vehicle.
- The Consultant will assess any linkage between these critical freight locations and crashes recorded to identify trends and patterns associated with the intersection geometry, turning movements, and conflict points.

The consultant will identify and analyze any potential freight weaving patterns or potential queuing locations that may impact network operation which may result in rear-end collisions because of turn lane spillback.

Deliverable: Update to the Safety Analysis Report

3. Task 3: Neighborhood Access Points Mapping and Analysis:

- The Consultant will develop an ArcGIS Field Maps survey application to collect field data to be used during site visits.
- The Consultant will meticulously compile an inventory of the existing neighborhood entry points citywide from arterial and collector roads.
- The Consultant will clean up all data collected during field visits and map these features.
- The Consultant will conduct a preliminary traffic flow evaluation of how neighborhoods in Opa-locka are accessed.
- The Consultant will assess any linkage of these neighborhood entry points with crashes recorded, and if signalized, identify if these points are considered high injury clusters or within roadway segments already identified as high injury segments in the High Injury Network.

Financial Impact: The Safe Streets projected initially budgeted in the FY 24 Adopted Budget in the amount of \$250,000 account # 44-541857 and the balance will be carried over into FY 25. The project will be included in the carry-over Budget Amendment #1 of FY 25. As a Capital project this item does not have an on-going effect on the General Fund.

Account	Description	Available	Project	Remaining Balance
44-541857	Street Safety Analysis	\$250,000	\$192,791.73	\$57,208.27

Proposed Action:

Staff recommends continuing this project as it will enhance the guidelines for safety and open the doors for additional grant funding.

Attachment:

- 1. Agenda
- 2. Estimated Costs for Additional Scope of Work
- 3. Opa-locka Contract with EXP Services USA
- 4. Grant Agreement with FHWA

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND EXP U.S. SERVICES, INC. CITY OF OPA-LOCKA COMPREHENSIVE SAFETY PLAN SAFE STREETS 4 ALL (SS4A) PROGRAM

THIS AMENDMENT entered into between the CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY", and EXP U.S. SERVICES, INC. ("EXP"), a Florida for-profit corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties dated March 13, 2024.

WITNESSETH:

WHEREAS, the City of OPA-LOCKA "City" entered into an agreement with EXP U.S. SERVICES, INC. for the development of the City of Opa-Locka Comprehensive Safety Plan Safe Streets 4 All (SS4A); and

WHEREAS, the Agreement between the parties was entered into pursuant to Resolution 24-026; and

WHEREAS, pursuant to Resolution No. _____, the City Commission approved an amendment to the Scope of Services of the Project to allow for the collection of additional data; and

WHEREAS, the parties desire to specifically amend the Project Agreement, Article 4 entitled "Compensation" and add Attachment "A", attached hereto, to the Scope of Services attached as Exhibit "B" of the original agreement; and

WHEREAS, the Amendment will increase the original fee by Twenty-Four Thousand Nine Hundred Twenty-Seven Dollars and Seventy-Three Cents (\$24,927.73); and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Amendment to the Original Project Agreement between CITY and EXP U.S. Services, Inc., as set forth herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Amendment, the parties hereby agree to amend follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Project Agreement.
2. Page 2, Section 4.1 of the Agreement entitled "Compensation" is hereby amended and shall read:

4. COMPENSATION

4.1 CONTRACTOR will perform the services at a total cost to City of ~~One Hundred Sixty Seven Thousand, Seven Hundred Seventy Four Dollars and Fifty Five Cents (\$167,774.55)~~ One Hundred Ninety-Two Thousand Seven Hundred Two Dollars and Twenty-Eight Cents (\$192,702.28).

3. Attachment "B" to the Project Agreement shall be supplemented with Attachment A hereto.

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.

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

CITY OF OPA-LOCKA

ATTEST:

OPA-LOCKA CITY CLERK

BY: _____
City Clerk

By: _____
City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
City Attorney

CONSULTANT

**EXP U.S. Services, Inc., a Florida corporation authorized to conduct business in the
State of Florida**

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name _____

Signature _____

STATE OF FLORIDA COUNTY

OF MIAMI-DADE

The forgoing instrument was acknowledged before me this _____ day of
_____, 2024 by [Name and Position] _____
_____, who is personally known to me or has produced
identification and acknowledged that he did execute this instrument for the purpose
stated herein.

Notary Public, State of Florida

Print Name

My Commission Expires:

Task	Project Manager/Cont	Deputy Project Manager/Strat	Principal	Safety Analyst	Progress & Transparenc	GIS Analyst	Public Outreach	Policy & Process		
Task 1. Traffic Calming Inventory and Analysis	16	0	0	20	0	28	0	0	64	\$ 6,244.37
1.1 Create Survey in ArcGIS/Esri Format						4			4	\$ 196.32
1.2 Conduct Inventory	8			8					16	\$ 2,171.33
1.3 Database Analysis and Data Cleanup						16			16	\$ 785.29
1.4 Update Safety and Equity Analysess and Reports	8			12		8			28	\$ 3,091.43
Task 2. Turning Radii Analysis on County and Local Roads	8	0	0	40	0	28		0	76	\$ 7,765.21
2.1 Review of existing turning lanes on County and Local Roads in Vehicle Tracking				32		16			48	\$ 5,004.91
2.2 Update Safety Analysis and Report	8			8		12			28	\$ 2,760.30
Task 3. Neighborhood Access Point Inventory and Analysis	24	0	0	44	0	36	0	0	104	\$ 10,918.15
3.1 Create Survey in ArcGOS/Esri Format						4			4	\$ 196.32
3.2 Mapping Neighborhood Acess Points				12		12			24	\$ 2,171.33
3.3 Conduct a Preliminary Traffic Flow Evaluation	12			24		12			48	\$ 5,428.32
3.4 Perform Safety Analysis and Update Report	12			8		8			28	\$ 3,122.18
Sub-Total	48	0	0	104	0	92	0	0	244	\$ 24,927.73
Other Direct Costs										
Travel Costs										\$ -
Printing & Miscellaneous										\$ -
Total										\$ 24,927.73

CITY OF OPA-LOCKA
COMPREHENSIVE SAFETY ACTION PLAN SAFE STREETS FOR ALL (SS4A)
PROGRAM SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 13th day of March, 2024, between:

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

and

EXP U.S. SERVICES, INC., a Foreign For
Profit 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 CONTRACTOR to provide the services of development of a Comprehensive Safety Action Plan Safe Street for All (SS4A) Program Services.

1.2 CONTRACTOR has a strong commitment to provide the services with the experience and qualifications, references, resources and approach and price proposal.

1.3 CITY issued RFP NO. 23-1204200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.4 At its meeting of February 15, 2024, CITY evaluated CONTRACTOR to perform the services needed to prepare a Comprehensive Safety Action Plan for the Safe Streets for All Program and at the City Commission meeting, the City Commission selected CONTRACTOR to perform the needed work.

ARTICLE 2
SCOPE OF WORK

2.1 CONTRACTOR shall furnish all the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Qualifications RFP 23-1204200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", and the Scope of Services attached hereto as Exhibit "B".

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 23-1204200.

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
COMPENSATION

4.1 CONTRACTOR will perform the services at a total cost to City of One Hundred Sixty-Seven Thousand, Seven Hundred Seventy-Four Dollars and Fifty-Five Cents (\$167,774.55).

4.2 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. CONTRACTOR shall provide 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);

4.3 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 have been rendered in conformity with the Agreement, the invoice will be sent to the City 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.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by 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 until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the 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 of the 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.

5.4 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

5.5 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

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 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 tortuous 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 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 Agreement as 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 at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the 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 This Agreement shall commence upon execution of this Agreement and shall be effective for one year.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

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 23-1128200, Exhibit "A", and the CONTRACTOR's Response to RFP, 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 will

be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. 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.
- e. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054.**

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. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 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, Interim City Manager
City of Opa-locka Municipal Complex
780 Fisherman Street, Fourth 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: **Jose Clavell, PE**
EXP U.S. Services Inc.
201 Alhambra, Circle, Suite 800
Coral Gables, FL 33134

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 behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 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 as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

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

Dade County.

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 construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 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.

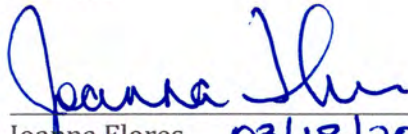
13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities 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 day and year first written above.

City of Opa-Locka

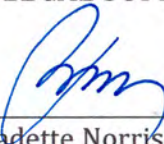
ATTEST:


Joanna Flores 03/18/2024
City Clerk

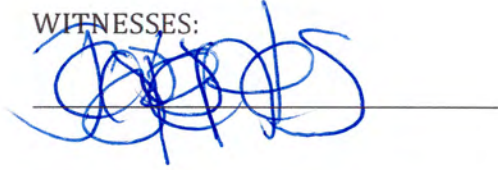
BY:


Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

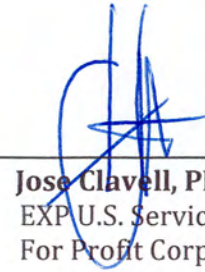

Burnadette Norris-Weeks, City Attorney

WITNESSES:



CONTRACTOR

BY:



Jose Clavell, PE

EXP U.S. Services Inc., a Foreign
For Profit Corporation

JESÚS A. FUENTES

ATTEST:

SECRETARY

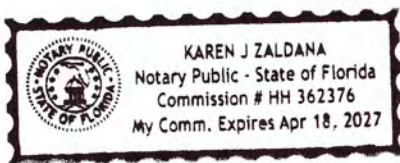
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13 day of March 2024.

NOTARY PUBLIC

My Commission Expires:



RESOLUTION NO. 24-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF EXP U.S. SERVICES, INC. TO DEVELOP A PLAN FOR A SAFE STREETS FOR ALL (SS4A) PROGRAM FOR THE CITY, PURSUANT TO RFP NO. 23-1204200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EXP U.S. SERVICES, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY-FIVE CENTS (\$167,774.55) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED SIXTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$16,777.45); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 19, 2023, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 23-1204200 for the development of a plan for a Safe Streets for All (SS4A) program for the City; and

WHEREAS, the Plan will provide recommendations for both motorized and non-motorized modes in the roadway network as well as other elements including land use, transit, freight, and other community factors to create a comprehensive course of action; and

WHEREAS, the Plan will also address Federal and State regulations, including design guidance as well as performance management goals, measures, and targets, and will promote equitable outcomes; and

WHEREAS, this Plan is eighty percent (80%) funded by the Florida Department of Transportation District 6 under the Safe Streets for All Action Plan Program; and

WHEREAS, the City of Opa-Locka is one of the first cities awarded under the Comprehensive Safety Action Plan (CSAP), which is intended to reduce transportation-related fatalities and serious injuries while also supporting federal safety initiatives; and

WHEREAS, the CSAP will identify safety issues and specific actions that can be implemented to improve safety for people traveling by any mode throughout the City; and

WHEREAS, the development of this Plan ties into the Strategic Initiative of Opa-Locka Vision Zero 2030 Plan, which was adopted by the City Commission in 2018; and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on October 31, 2023; and

WHEREAS, EXP U.S. Services, Inc. has proposed One Hundred Sixty-Seven Thousand, Seven Hundred Seventy-Four Dollars and Fifty-Five Cents (\$167,774.55) for the project and the City Commission desires to accept the proposal and further enter into an agreement with EXP U.S. Services, Inc; and

WHEREAS, the Interim City Manager recommends the establishment of a Sixteen Thousand, Seven Hundred Seventy-Seven Dollars and Forty-Five Cents (\$16,777.45) contingency budget for unexpected minor issues which may arise; and

WHEREAS, the City Commission finds that acceptance of EXP U.S. Services, Inc.'s proposal to develop a plan for a Safe Streets for All (SS4A) program for the City is in the best interest of the City of Opa-Locka and its residents.

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

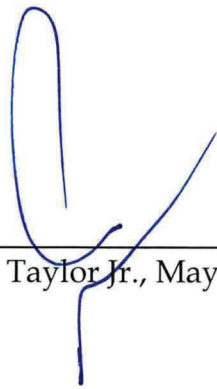
SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of EXP U.S. Services, Inc. relating to Request for Proposals (RFP) 23-1204200, to develop a plan for a Safe Streets for All (SS4A) Program for the City, and hereby authorizes the Interim City Manager, or other authorized person, to enter into the agreement, attached hereto as Exhibit "A", in an amount not to exceed One Hundred Sixty-Seven Thousand, Seven Hundred Seventy-Four Dollars and Fifty-Five Cents (\$167,774.55); further authorizing a project contingency budget, in a total amount not to exceed Sixteen Thousand, Seven Hundred Seventy-Seven Dollars and Forty-Five Cents (\$16,777.45).

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.

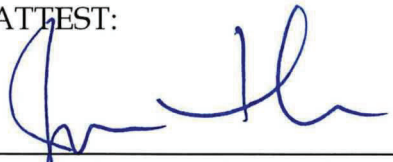
SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 15th day of February, 2024.



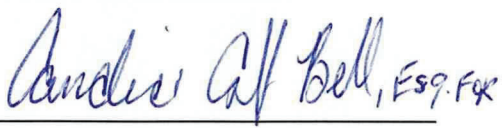
John H. Taylor Jr., Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Ervin

VOTE: 3-0

Commissioner Bass	YES
Commissioner Kelley	ABSENT
Commissioner Williams	ABSENT
Vice Mayor Ervin	YES
Mayor Taylor	YES

Sponsored By: City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF STANTEC CONSULTING SERVICES, INC FOR CRITICAL INFRASTRUCTURE VULNERABILITY ASSESSMENT, ADAPTATION AND RESILIENCY PLAN SERVICES PURSUANT TO RFP NO. 24-0513200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC FOR SAID SERVICES, IN THE FORM ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 15, 2024, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 24-0513200 for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan Services; and

WHEREAS, four (4) sealed proposal were received by the City Clerk's Office and certified by the City Clerk on May 13, 2024. However, one proposal was deemed incomplete and was rejected; and

WHEREAS, a Selection Board of four City employees was convened to review the proposals and presentations of the three bidders regarding their Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan Services proposal. The Selection Board scored each proposal based on a maximum of 5.0 points for each of the following criteria: 1.) Firm Qualifications, 2.) Qualifications of Team Members, 3.) Project References, 4.) Methodology & Approach, 5.) Proposed Timeline, 6.) Community Engagement and Outreach; and

WHEREAS, Stantec Consulting Services, Inc ("Stantec") and its proposal, attached hereto as Exhibit "A", ranked the highest with the Selection Board; and

WHEREAS, the City Commission finds that acceptance of Stantec's proposal, relating to RFP No. 24-0513200, for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan Services, attached hereto as Exhibit "A", in an amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000) 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 Stantec Consulting Services, Inc, relating to RFP No. 24-0513200, for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan Services, in an agreement form attached hereto as Exhibit "A", in an amount not to exceed One Hundred Ninety-Five Thousand Dollars (\$195,000) 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	_____



City of Opa-locka Agenda Cover Memo

DocuSigned by:

C46C07C1E8DE492

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	9.11.2024		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational ☐				
			Bus. & Economic Dev ☐				
			Public Safety ☐				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the City Manager to accept the proposal of Stantec Consulting Services, Inc. Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan pursuant to RFP No. 24-0513200 and further authorizing the City Manager to enter into an agreement with Stantec Consulting Services, Inc. for said services.

Staff Summary:

Request for Proposals (RFP) 24-0513200 was published on April 15, 2024, for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan. Three (3) companies submitted a proposal document which was certified by the City Clerk on May 13, 2024.

A Section Board of four City employees was convened to review the proposals of the four bidders and evaluate each firm regarding their Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan proposal. The Selection Board scored the bidders on a maximum of 5.00 points per category based on the following criteria:

1. Firm Qualifications
2. Qualifications of Team Members
3. Project References

4. Methodology & Approach
5. Proposed Timeline
6. Community Engagement and Outreach

Stantec's multi-disciplinary team has extensive experience in planning, assessment, and overall management of resiliency and climate initiatives. They focus on the triple bottom line—considering the social, economic, and environmental impacts for every adaptation strategy. As the city progresses from planning to implementation and ultimately project prioritization to lead adaptation response, Stantec team members have been at the forefront of these efforts statewide. They handle everything from the planning and technical aspects to the legal and policy elements of a local government's response strategy.

Financial Impact: With an anticipated cost not to exceed \$195,000, this item is budgeted for in the FY 24 budget under the Stormwater CIP account number 87-538652, which has an available balance of \$250,000. Furthermore, the entire funding for the Critical Infrastructure Vulnerability Assessment, Adaptation, and Resiliency Plan is covered by a non-matching federal grant. Since this item falls within the Stormwater Fund, there is no long-term impact on the General Fund for this expenditure.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Stantec Consulting Services, Inc. and authorize the City Manager to enter into an agreement with said company.

Attachment:

Bid Certification
RFP 24-0513200
Bid Proposal



CRITICAL INFRASTRUCTURE VULNERABILITY ASSESSMENT, ADAPTATION AND RESILIENCY PLAN



MAY 13, 2024

RFQ NO: 24-0513200

PREPARED FOR:
City of Opa-locka

PREPARED BY:
Stantec Consulting Services Inc.



COVER PAGE

Proposer

Stantec Consulting Services Inc.

Address

901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134

Telephone

Office: (305) 445-2900

Contact Person

Sussette Irizarry
Office: (786) 418-0973
Email: sussette.irizarry@stantec.com

Proposal Name & Number

Opa-Locka Critical Infrastructure Vulnerability
Assessment, Adaptation and Resiliency Plan
RFP No: 24-0513200



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**TAB 2:
LETTER OF TRANSMITTAL**



May 13, 2024

RE:
Critical Infrastructure
Vulnerability Assessment,
Adaptation and Resiliency Plan
RFP #24-0513200

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

ATTN:
Selection Committee

Stantec Consulting Services Inc.
901 Ponce de Leon Blvd.,
Suite 900
Coral Gables, Florida 33177
T: 305-445-2900

CONTACT:
Sussette Irizarry
786-418-0973
sussette.irizarry@stantec.com

Dear Members of the Selection Committee:

Stantec is pleased to submit our qualifications to perform a Critical Infrastructure Vulnerability Assessment (VA), Adaptation and Resiliency Plan for the City of Opa Locka. We believe our multi-disciplinary team offers the necessary qualifications, unique experiences and perspectives that will provide the most value to the City. **While we routinely provide similar services to government agencies in the area, we do not consider there to be any potential conflict of interest.**

Industry Leader. Our team has a proven track record in resiliency, sustainability, and climate assessments and solutions that is unparalleled in the industry. Our holistic understanding of vulnerability and resiliency planning provides our clients with implementable solutions to the challenges facing local governments. Key highlights include:

Our Adaptation Planning Lead, Diane Quigley, led the development of the State of Florida VA Standard Scope while serving as Program Director for the Resilient Florida Program, which provides her and our team with unparalleled knowledge of what is required and how to comply with state requirements.

We have national experience in resiliency planning, providing a broad view to help the City foresee and avoid pitfalls related to resiliency planning.

Proven Team. Our Project Manager, Sussette Irizarry, has proven leadership in managing large-scale multi-functional project teams. Our team includes a unique blend of skills and experience with resiliency planning, stormwater management and engineering, policy/regulation changes, public engagement, and coastal engineering. These areas of expertise are essential for the successful assessment of the City's vulnerable assets and implementing mitigation strategies with the goal of pursuing future funding for the adaptation of the critical assets.

Our team members are working together on state compliant VAs for the Cities of Florida City, Key West, and Dania Beach. Our team has technical and regulatory experience and local knowledge of the City's environmental resources. Moreover, Jared Beck has been working for more than 23 years helping Florida communities, including completion of the Award Winning Opa Locka Downtown Master Plan.

Understanding and Approach. We propose using a proven approach that complies with Section 380.093, Florida Statutes and the Florida Adaptation Planning Guidebook. Our climate experts and GIS Team are experienced in collecting critical infrastructure data and developing exposure maps, and scenarios consistent with statutory requirements. Technical accuracy and stakeholder communication are critical to achieving buy-in among elected officials and the community-at-large, and our project team will achieve just that. Stantec designs with community in mind, and will develop strategies and actions specific to the unique character and governance of the Opa Locka community.

Point of Contact. Sussette Irizarry will serve as our Project Manager and the main point of contact for the study. She is local to the South Florida area and can be reached at Direct: 786-418-0973 or sussette.irizarry@stantec.com. Ramon Castella will serve as Principal-in-Charge and the contracting authority for this contract.

We are excited to bring our depth of expertise, fresh perspective, and community-oriented mindset to the County as we work with your staff and community to develop your Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan to enhance and protect the City of Opa-Locka now and in the future.

Regards,

Stantec Consulting Services Inc.



Sussette Irizarry, PSM, WEDG
Resilience Project Manager



Ramon Castella, PE, ENV SP, LEED AP
Vice President / Principal in Charge

Stantec acknowledges receipt of Addenda #1 and #2.



TAB 3:
GENERAL INFORMATION

3 GENERAL INFORMATION

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

The Stantec community unites more than 30,000 employees working in over 450 locations across 6 continents. Since 1954 we have collaborated across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Stantec is the most qualified for this project due to our multi-disciplinary team's extensive qualifications related to planning, assessment and overall managing of resiliency and climate initiatives. We focus on the triple bottom-line — social, economic and environmental impacts are considered for every adaptation strategy. As the City moves from planning to implementation, and ultimately project prioritization to lead adaptation response, members of the team have been on the forefront of these efforts statewide from the planning and technical, to the legal and policy elements of a local government's response strategy.

COMPANY INFORMATION

Name of Business:	Stantec Consulting Services Inc.
Mailing Address and Phone Number	901 Ponce de Leon Boulevard, Suite 900 Coral Gables, FL 33134 305-445-2900
Project Staff Contact Information	Project Manager: Sussette Irizarry // 786-418-0973 // sussette.irizarry@stantec.com
Normal Business Hours	8:00 a.m. - 5:00 p.m. EST, Monday through Friday
Business Legal Status	Stantec is an international corporation and trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media
Incorporation Date	Incorporated in New York in 1929
Office Location where Work will be Completed and Number of Staff	Work will be completed through our Coral Gables office, with assistance from Miami, Tampa, and Tallahassee offices. See number of staff on the following page.
Parent Company	Stantec Consulting Services Inc. is 100% owned by Mustang Acquisition Holdings Inc. (475 Fifth Avenue, 12th Floor, New York, NY 10017-7239)
State of Florida Licensing	Stantec is licensed to do business in the State of Florida (see copies of licenses on the following page)

NUMBER OF OFFICE STAFF

DISCIPLINE / # OF STAFF	CORAL GABLES	MIAMI	TAMPA	TALLAHASSEE
Administrative	25	11	38	7
Architect	1	34	0	0
Biologist	2	0	1	0
CAD Technician	6	0	7	3
Chemical Engineer	1	1	3	0
Civil Engineer	24	0	26	12
Computer Programmer	1	3	2	0
Construction Inspector	4	0	3	0
Electrical Engineer	0	2	1	0
Environmental Engineer	0	0	1	0
Environmental Scientist	11	0	3	1
Geotechnical Engineer	0	0	1	0
GIS Specialist	0	0	5	0
Hydrologist	1	0	2	0
Interior Designer	0	1	0	0
Land Surveyor	0	0	14	1
Landscape Architect	0	2	0	0
Mechanical Engineer	0	4	9	0
Planner, Urban/Regional	2	3	8	0
Project Manager	5	1	15	3
Structural Engineer	7	7	4	0
Technician/Analyst	1	1	0	0
TOTAL	91	70	143	27

OUR CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that STANTEC CONSULTING SERVICES INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 14, 2001.

The document number of this corporation is F01000005948.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of February,
2024*



[Signature]
Secretary of State

Tracking Number: 2701321795CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Stantec - Proof of Authorization
to Transact Business in the State of Florida

[HOME](#)
[CONTACT US](#)
[MY ACCOUNT](#)

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: STANTEC CONSULTING SERVICES INC. (Primary Name)

Main Address: 410 17 STREET STE 14 DENVER Colorado 80202

County: OUT OF STATE

License Mailing: 410 17 STREET STE 1400 DENVER CO 80202

County: OUT OF STATE

License Information

License Type: Engineering Business Registry

Rank: Registry

License Number: 27013

Status: Current

Licensure Date: 05/30/2006

Expires:



Stantec - State of Florida
Board of Professional Engineers Certification



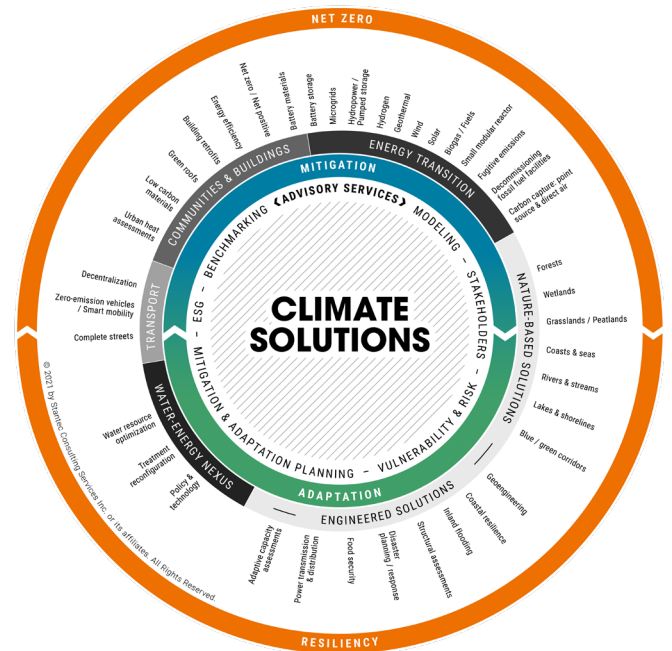
**TAB 4:
PROJECT APPROACH**



4 PROJECT APPROACH

The City of Opa-locka was incorporated in 1926 and stands distinct from other Florida cities with a unique cultural history. The City has an airport and a mixture of residential, commercial, and industrial zones including 20 buildings listed on the National Register of Historic Places. The September 1926 hurricane severely impacted the area and the City has continued to grow through rebuilding efforts. Mitigating future impacts of climate change while preserving natural and cultural resources and maintaining a unique sense of community will be a significant challenge for the City. The need for a Critical Infrastructure Vulnerability Assessment of future climate effects and potential storms is important to understand the locations of vulnerable populations and assets and the degree to which they could be adversely affected by future climate hazards. Additionally, the development of an Adaptation and Resiliency Plan is paramount in sustaining the economic vitality of the community and safety of the residents. With a focus on innovation and triple bottom-line solutions, the Stantec team can help achieve these goals.

When it comes to resiliency and protecting the community from the effects of storm surge, rainfall, and sea-level rise, the Stantec team understands the City's need to balance the safety of its residents, sustain its business economy, and maintain critical community resources through the adaptation of the built environment while protecting and restoring its precious natural resources. We focus on how to cost effective solutions to improve the built environment while minimizing impacts to natural resources and maximizing equity. Likewise, we believe resilience is the capacity of people, communities, institutions, businesses, and systems to endure, adapt, and thrive regardless of chronic stresses and acute shocks that may occur. Stantec's work—professional consulting in sustainability and resilience assessment, mitigation, and design—unites infrastructure, environmental, and quality of life improvements to advance community resilience.



As part of our work in resilience planning, Stantec assists communities that are subject to Environmental Justice discriminatory practices. And like Environmental Justice, Climate Justice is an approach to ensure that land use planning, infrastructure, industry, and opportunities are available to neighborhoods and communities justly to ensure Climate Risks are mitigated equitably. You can be confident that our knowledge base, combined with our commitment to an approach that considers your operational constraints/needs, will provide you with appropriate and cost-effective solutions. We evaluate sustainability and resilience through data collection and analysis, making recommendations to optimize existing assets through forward-looking program and policy development.

Our understanding of the services sought by the City of Opa Locka is to produce a Vulnerability Assessment, Adaptation, and Resiliency (VAAR) plan with a focus on flood protection. The desired results include a comprehensive look at the City's critical infrastructure assets including an Infrastructure and Adaptation Plan and use of existing GIS data to and additional flood modeling to evaluate adaptation alternatives and mitigation strategies to reduce flood risks. The City secured a Resilient Florida Planning grant to complete the VA and adaptation and resiliency plan. Our team is well versed in what the Section 380.093, F.S., Chapter 62S-08, F.A.C. and Florida Department of Environmental Protection (FDEP) requirements are for VAs (standard Scope of Work and certification requirements) and will meet the state grant requirements. Utilizing the FDEP Adaptation Planning Guidebook, our team will work with the community to identify and prioritize critical areas, assets and strategies to ensure a resilient future. Based on the Stantec team's robust experience modeling Florida coastal, riverine, and stormwater systems, we offer multiple options to evaluate the modeling parameters, based on data available in the region to perform the modeling tasks. This technical analysis, combined with our policy and regulatory planning services, engineering concepts, and economic impact assessments as well as public outreach and external agency coordination, are all included in our proposal.

STEPS TO CREATING ADAPTATION PLANS

CONTEXT

- Assemble a steering committee
- Set guiding principles and motivations
- Establish planning area and describe geographic context
- Define public outreach approach and opportunities for community participation

VULNERABILITY ASSESSMENT

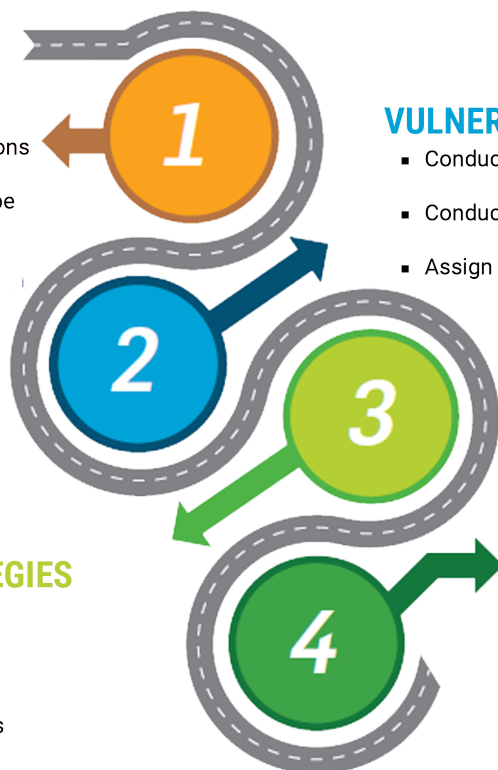
- Conduct an exposure analysis
- Conduct a sensitivity analysis
- Assign focus areas

ADAPTATION STRATEGIES

- Assess adaptive capacities
- Prioritize adaptation needs
- Identify adaptation strategies
- Integrate into existing plans

IMPLEMENTATION STRATEGIES

- Assess implementation capabilities
- Create a schedule of activities, actions and actors
- Monitor and evaluate



Source: FDEP Adaptation Planning Guidebook

Our in-depth knowledge of resiliency planning and the requirements and incentives offered by the state will be incorporated into the planning effort to develop a VAAR report, including an Infrastructure Adaptation Plan (IAP), for the City of Opa Locka to assist in promoting resiliency and providing a safer, economically stronger community for all its residents and visitors.

TASK 1: Internal Coordination Meetings

To initialize the study, our Project Manager, Sussette, will organize and host a kickoff meeting with City staff to:

- Develop a Project Management Plan
- Confirm goals and objectives of the study
- Discuss key issues, roles, and responsibilities
- Assemble and review data
- Discuss approach to public outreach
- Finalize schedules, milestones, and deliverables

Sussette will follow up with a meeting summary, meeting minutes, and sign-in sheets to be provided to City staff for review and consideration. Regular project meetings with participating staff will occur throughout the project to gather data, solicit feedback, and ensure open communication, budget and schedule management, and incorporation of information as it develops. Sussette will be available to the City designated City Project Manager to discuss project approaches, provide information, and resolve issues as they arise.

TASK 2: Background Data Acquisition

The team will begin preliminary data collection efforts immediately which will include an effort to collect, assess, and verify publicly available asset inventories where practicable within the project timeline and appropriate for the data type. The team will primarily gather geospatial data associated with the four categories of city owned critical assets identified in s. 380.093(2) 1-4, F.S.:

1. Transportation assets and evacuation routes
2. Critical utility infrastructure
3. Critical community and emergency facilities
4. Natural/cultural/historic assets

Data acquisition may also include other various forms of location intelligence and geospatial data to support the needs of the VA. Additionally, significant regional assets will be identified to assess the level of inundation, and to identify adaptation strategy impacts. Coordinating localized data collection efforts with the various project stakeholders will be supported through a data request form. This checklist will be used as guidance in collecting and analyzing data for the VA and will assist in identifying all critical assets. The team will collect all required components of the VA including:

- Significant regional assets, previous flooding data, and elevation data
- Sea level rise curves
- Precipitation data
- Tidal datums and tidal flooding
- Storm surge
- River channel cross sections and flooding data
- Topographic data
- Flood scenario-related data

The 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070 will be utilized at a minimum. Storm surge data equal to or exceed the 100-year return period (1% annual chance) flood event will also be utilized. Climate data projections can be further refined or confirmed through additional stormwater or hydrological modeling as necessary, using standard industry accepted modeling such as ICPR, SLOSH, HEC-RAS, and others. Upon completion of a comprehensive data effort utilizing GIS from the City and numerous other datasets such as NOAA, FEMA and the Department of Homeland Security, a Critical Assets Inventory will be completed that will serve as an analytical layer within the various modeling tools employed. Most importantly, we will pull census data and/or the Center for Disease Control CDC to identify median household income in low income areas.

Upon completion of the data collection efforts, the team will assess, organize, and format the data for inclusion in the VA modeling. GIS data enhancement design and development will be initiated through the inclusion of recommendations within the data gap analysis. The team will include an asset inventory spreadsheet and task memo identifying the results of the GIS-based scenario planning/VA. The team will identify critical infrastructure vulnerable to various climate stressors via the exposure and sensitivity analyses. Vulnerable critical infrastructure will be identified as such within the GIS files, corresponding map outputs and data tables.

GIS metadata for files created under this project will have the appropriate metadata components where applicable. GIS data that are acquired, compiled, or otherwise originally collected by a third party, other than the project team, will have metadata provided by the data originator. The team will provide GIS files and associated metadata that adhere to FDEP's Resilient Florida GIS Data and Metadata Standards. Information will include the raw data source that was utilized to download the original files if not provided directly from a member of the greater project team. Data provided by a team member, not directly downloaded from an online public resource, will be recorded as such with team members contact information.



Our team has a comprehensive data checklist designed to collect all relevant data to support a statutorily compliant VA. This checklist has been modified and maintained over the past few years based on the team's previous experience completing local VAs around the state.

Data gaps will be identified in a gap analysis. Efforts to solve identified data gaps will be taken but may be constrained by the project timeline. Data gaps for critical data components required by the various modeling may occur depending on overall data quality; if this occurs, we will notify the project manager immediately and find a solution appropriate to accomplish the project outcomes. A technical report will be provided outlining the data compiled, findings of the gap analysis, and maps including locations of critical assets.

TASK 3: Exposure and Sensitivities Analysis

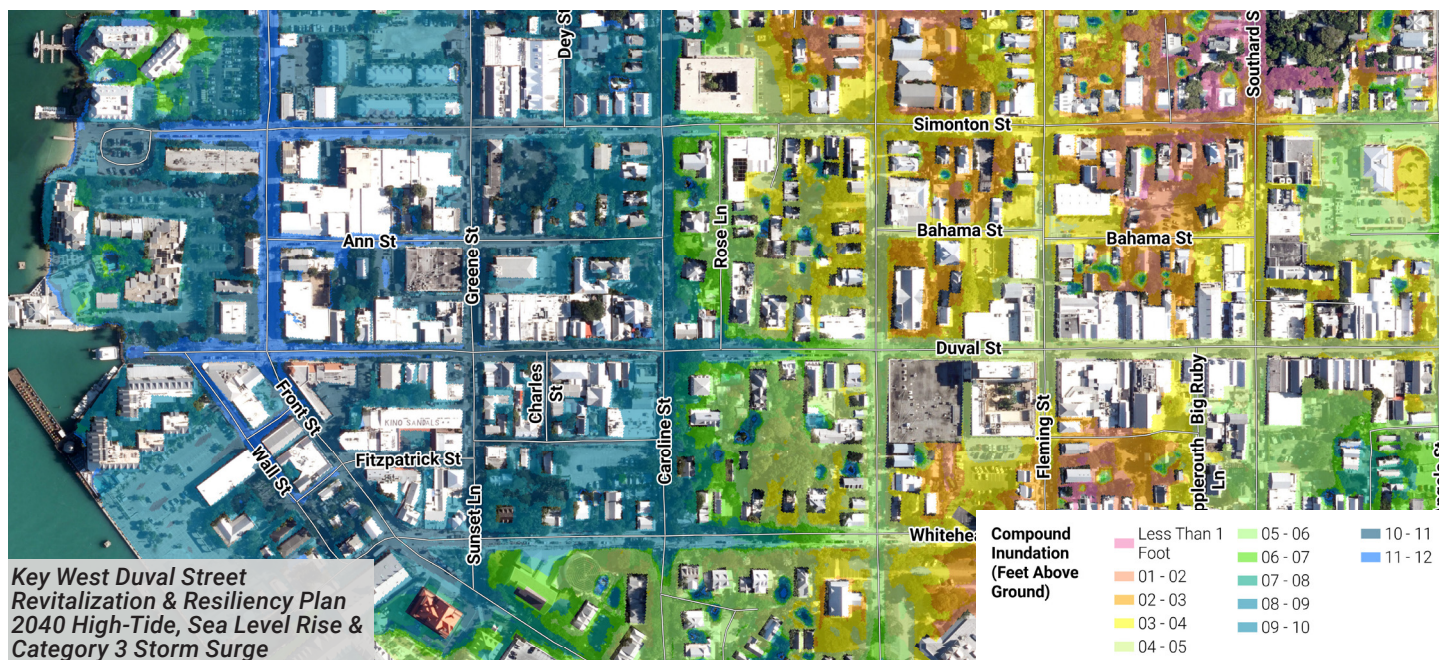
The team will conduct an Exposure and Sensitivity Analysis to identify the depth of flooding based on flooding scenarios, including sea level rise, extreme rainfall, and storm surge. Maps will be created which identify the inundation limits by planning horizon and will be overlayed on the critical asset database to visualize the risk in terms of spatial extent and level of exposure. Data analysis exports will be in a format consistent with statutory requirements. These maps will be used as visual aids during public meetings to assist in developing adaptation strategies and actionable strategies.

Exposure Analysis

This task is the first step in assessing the amount of damage associated with each risk. Through maps and tables, illustrating timeframes, depth of flooding, and associated risks, we can begin to communicate the extent of the vulnerabilities for the purposes of informing decision-making and prioritization.

For compliance with Section 380.093, F.S., the following modeling approaches (or similar) will be compiled within one planning effort, culminating in the creation of a final Vulnerability Assessment Report. The exposure and inundation scenarios will include sea level rise.

1. Flood projections: Identification of potentially flooded areas due to:
 - a. High tide flooding: slr-high-tide-flooding.pdf (noaa.gov)
 - b. Sea-level rise: We will utilize the NOAA 2017 report to model potential sea-level rise tidal inundation for the years 2040, 2070, and 2100 by leveraging a modified bathtub methodology.
 - i. NOAA Intermediate Low
 - ii. NOAA Intermediate High
2. Extreme rainfall
3. King Tides
4. Storm surge
5. Compound flooding



Modeling will be conveyed via infrastructure-specific maps organized first by planning horizon (impacts by 2040, impacts by 2070, and impacts by 2100) then by asset type (stormwater, potable, emergency operations and government facilities, environmental areas and cultural historical sites), depicting key assets, areas, and infrastructure that may be vulnerable to various model conditions.

Sensitivity Analysis

The purpose of this task is to identify the most impacted community assets, populations, structures, environmental resources, and economic functions. The team will determine the risk to the assets and the sensitivity of the assets response to the anticipated hazards. The adaptive capacity of each asset will also be considered to develop a prioritized list of the most critical assets and focus areas which contain the highest concentrations of impacted assets. This information will be provided in both tabular and map form to assist in visualizing the extent of the impacts, damages, and risk levels. These data and information will be provided during the public engagement process and will be included in the final project report. The results of the task shall be an Asset Inventory Spreadsheet that will be appended with identifying information including depth of flooding, condition, and estimated risk levels in addition to inundated assets map by temporal scenario. This analysis will be beneficial in identifying the most critical areas of the City.

Social Vulnerability Assessment

Our team has experience in preparing these social vulnerability assessments for several municipalities in Florida. As part of this project, our team will consider social vulnerability within the community and impacts of projected flooding in the area. This information will inform the vulnerability scores for the VA.

The results from the exposure and sensitivity analysis will be summarized in the a draft VA Report, including maps illustrating flood depths for each flood scenario. The report will also include an initial list of critical and regionally significant assets that are impacted by flooding, and which flood scenario(s) impact each asset.

TASK 4: Public Presentation and Outreach Meetings

The team will coordinate with the City to promote the project. A community engagement plan will be developed with assistance from City leadership to identify the most appropriate social media platforms, venues and strategies to engage the public during the study process.

Community awareness and proactive engagement with stakeholders and the public will be critical to the success of both the VAAR. The goal of the public outreach process is to communicate the effects of sea-level rise, storm surge, tidal events, and flooding on the community, establish adaptation areas, develop solutions, and prioritize strategies for implementation. The public outreach meetings will also allow residents to provide feedback on the results of the VA and to ensure that critical hotspots are reflective of real life conditions. The team will work with the City to build consensus regarding strategies and plans for integrating the strategies and projects into community policies, plans and actions. The team will assist in developing a public engagement process that:

- Creates a diverse group of residents and individuals representing community organizations, homeowner associations, special interest groups, businesses, municipality members, and technical professionals;
- Illustrates the results including the risk and damages associated with each asset and scenario;
- Provides a safe and comfortable forum for the public to engage in identifying strategies to reduce long-term exposure to risk;
- Motivates the stakeholders to participate in making decisions to recommend actions in mitigating the effects;
- Discusses and understands each group's needs and desires in prioritizing strategies that are tailored specifically for their community;
- And identifies challenges and opportunities to implementation.



Stantec will be responsible for preparing, in consultation with the City, meeting agendas, sign in sheets, presentations, and a summary report, as applicable.

Notification and Awareness

Prior to the public meetings, the team will coordinate with the City in sharing data through local media, social media, existing websites, and existing public forums to promote widespread community involvement in the VA Report. All materials will be made available for posting on the City's website to encourage participation and provide access to the project materials.

Public Workshops

Two interactive public workshops will be conducted. The purpose of the workshops will be to listen to the public concerns, and facilitate the identification of areas of focus, as well as to ensure that all relevant data have been collected. Most importantly, the team will collect feedback on the critical asset location and identity. The second meeting will focus on developing community accepted strategies to mitigate and adapt infrastructure through regulatory, environmental and engineered solutions. The results of the workshop will be reflected in the final VAAR. The team will prepare a meeting agenda and presentation with accompanying maps, graphics, and information to illustrate community risks, damages, and impacts from the VA. Example engineering, policy-based, and programmatic adaptation strategies and associated costs will be provided.

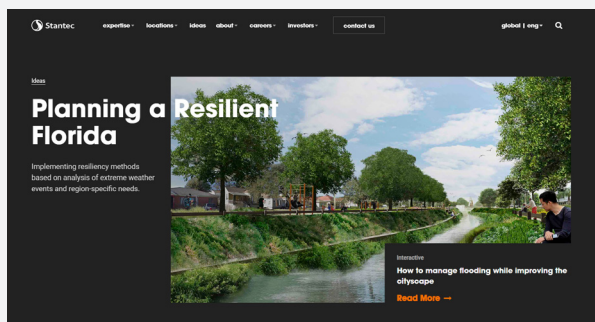
Group exercises will be conducted to assist the stakeholders in selecting the appropriate strategies and developing a prioritized action plan for implementation. Project displays, large format input maps will be included in the presentation as well as access to Google Earth projections to review the resilience impacts, opportunities, and/or constraints. The project presentation and materials will be posted on the City/project website for 24-hour viewing by interested parties at their leisure. Social media posts and municipal website updates will continue during a two-week or longer comment period to gather input from meeting attendees and those that were unable to attend.

Disseminating information and feedback collected: After each meeting, a summary of the meeting results will be provided and will include all meeting minutes, advertisements, and notices, in addition to all meeting materials presentations and sign-in sheets. Comments, concerns, and questions received throughout the process will be compiled and documented, outlining all public engagement activities. Comments and questions will be addressed and incorporated into the development of the final VAAR.

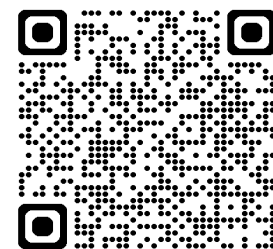
TASK 5: Final Critical Infrastructure Vulnerability, Adaptation and Resiliency Plan Assessment Report

The final VAAR will be a compilation of the data gathered as part of Tasks 1 through 4. The final report will include a list of critical and regionally significant assets that are impacted by flooding and a ranking list of capital projects for implementation as part of the adaptation and resiliency plan. It will encompass recommended actions for integration into the City's organizational structure, policies, programs, and processes designed to protect and enhance community resilience and economic prosperity now and in the future. The final report will also include a signed Vulnerability Assessment Compliance Checklist Certification.

FOR MORE ON RESILIENCY...



For more information on Stantec's robust resiliency experience, please take a look at the Resilience + Planning + Design document located here.





**TAB 5:
EXPERIENCE AND
QUALIFICATIONS**

OUR QUALIFICATIONS

Since 1954, we have collaborated across disciplines and industries to bring buildings, energy and resource, and infrastructure projects to life. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. Stantec is an international firm, headquartered in the US in New York. Our Florida offices in Coral Gables, Miami, Tampa, and Tallahassee will be responsible for all work performed on this contract.

We help our clients foresee the potential impacts climate change can have on their communities and projects— through climate scenario analysis and climate change risk assessments. Next, we guide them through resilience and adaptation planning, helping them to prepare for a future of climate uncertainty. Stantec’s systems-based climate advisory services approach empowers our diverse range of design and consulting professionals with the expertise they need to help clients see projects through a climate lens—and then act on what they find. Only by addressing climate change today can we create the resilient and sustainable communities of tomorrow. Some of our services include:

Climate Risk Assessments

Our collaborative approach to assessing climate risk provides our clients with a deeper understanding of the challenges facing their projects. Stantec has developed a climate risk assessment approach based on ISO standards that are scaleable to any project. We also use other industry tools including PIEVC Protocol, First Nations Infrastructure Resilience Toolkit, Better Places Toolkit, and Climate Lens.

Resilience And Adaptation Plan

Once the climate change risk assessment is complete, the next step is to focus on the elements at highest risk and identify how to reduce the risk given future climate uncertainty. Resilient solutions can range in complexity and cost, from enhancing operations and maintenance activities, developing resilient design or modifications that adapt to the changing climate.

Climate Analysis

By understanding the role climate plays—past, present, future—we can better support our clients with understanding how local climate timelines, modeling, and impact scenarios can affect their current and future projects.

Experience with Comprehensive Plan Amendments

Comprehensive Plans form the foundation for a community’s future, and provide critical guidance for decision-makers on growth and fiscal priorities that have long-lasting impacts. It is important to align the future goals with the community’s vision. When working with communities it is essential to embrace the opportunities that are unique to each area, and adopt policies to address and minimize potential impediments while also respecting the legal and financial constraints that can derail efforts before they begin. Most importantly, we have the experience of reviewing a comprehensive plan with resiliency perspective. We can identify barriers to the implementation of resiliency strategies while recommending resilience framework for the comprehensive plan by establishing goals, objectives and policies that support the Adaptation Action Areas.

#1 | Ranked most sustainable corporation among industry peers

1% | Ranked among top 1% in the world on sustainable performance
Source: 2023 Corporate Knights Global 100

#11 | Top 150 Global Design Firms

#8 | Top 500 Design Firms

#4 | Top 100 Pure Designers

#5 | Top 100 Green Design Firms
Source: 2023 Engineering News Record

Our team has extensive experience in proposing amendments that support the resilience actions derived from our vulnerability assessments and adaptation plans in cities and counties throughout Florida. All of the Vulnerability Assessments and Adaptation Plans that our team has completed over the last several years and are currently developing have a regulatory and comprehensive plan integration component. Having been involved in large-scale planning for decades, and heavily involved since the adoption of Florida's Growth Management and Resilient Florida Legislation, we are keenly adept at working within it—we understand recent changes to the legislation and the approach taken by the Florida Department of Economic Opportunity and Florida Department of Environmental Management in ensuring a municipality's resilience efforts are reflected in the Coastal Element, Peril of Flood policies, and Conservation Element, as well as Land Development Regulations. We are focused on providing resilience language, goals, objectives and policies that meet resilience and sustainability needs of the community moving forward that are clear, concise, and user-friendly. Previous similar comprehensive plan amendment projects include Comprehensive Plan and Land Development Regulations Updates for the City of Marianna, and Madison County, Florida, as well as the Comprehensive Land Update-Evaluation and Appraisal Report for Bonita Springs, Florida, and the Evaluation and Appraisal Report and Coastal Management Planning Services for the City of Stuart, Florida.

Resiliency & Hazard Mitigation

Extreme weather events like hurricanes - plus sea level rise, economic downturns, infrastructure decay, aging populations, hackers, terrorism, and more— emphasize our need for communities to absorb, adapt, and thrive regardless of chronic stresses and life-altering shocks. Stantec's work unites infrastructure, environment, and quality of life improvements to advance resilience across the globe. Included in our services are vulnerability and risk assessments, climate adaption planning, coastal/riverine flood risk modeling, and return on investment (ROI) and cost-benefit analysis. We have applied these services in communities in Florida including Hallandale Beach, Lynn Haven, Broward County, Miami Beach, as well as nationally, including New Orleans, Louisiana; Honolulu, Hawaii; and Jersey City, New Jersey. Among numerous certifications, Stantec is also a platform partner with 100 Resilient Cities program. The list of example projects at the end of this section illustrates the team's experience in resiliency and adaptation planning and strategies.

Completing Projects On-Budget and On-Time

Budget Control

The Stantec team has extensive experience in helping municipal clients achieve positive bottom line results by improving existing processes, identifying new processes, and pinpointing areas for cost savings. We have the management perspective and specialized knowledge needed in order to deliver major cost reductions with improved efficiencies to our clients. Our effective management team reviews the anticipated costs, researches alternative savings methods on a continual basis and monitors progress and quality to reduce your costs.

Elements of Cost Control



When a task assignment is received, Stantec will develop a scope and fee tailored to the size and complexity of the project for the City to review. The project will be defined by tasks assigned to personnel categories, and each task will be assigned a project accounting number for staff to charge their time to. Additionally, if the complexity of the project warrants it, subtasks can be tracked at two additional levels. As with schedule updates, cost tracking will be communicated to the City regularly.

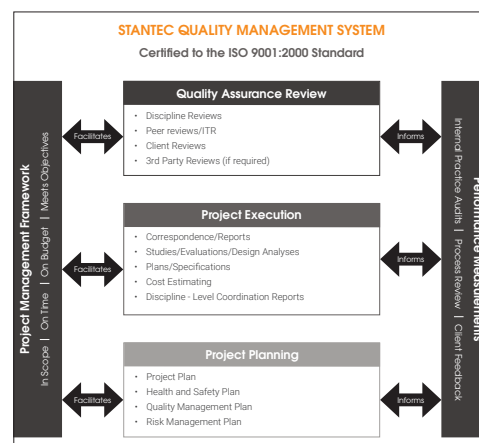
Schedule Control

We understand how critical schedules are, particularly with meeting grant requirements and schedules. Maintaining a project on schedule begins with understanding the key issues that drive it and developing contingency plans to control it. The primary purpose of the project schedule is to provide a full accounting of all relevant activities and phases as well as the proper sequencing of project related events such that the project is delivered on schedule. We feel confident we can meet the City's project schedules because of our extensive background with these kinds of project. Following are some of the ways we propose to control the project schedule:

- Pro-active Project Management Plan
- Bi-weekly meetings with the City PM to discuss progress, issues and provide status reports to demonstrate progress and identify potential delays; recommend strategies to avoid delays
- Intensive Due Diligence Phase
- Accelerate non-critical path activities to compensate for unforeseen delays later on
- Meet with City's staff, public officials, and key community members (stakeholders) ahead of time for consensus on key project issues
- Clear understanding of Scope of Services ensures schedule and budgets are created correctly from the beginning
- Allow for proper QA/QC time

Quality Control

With Stantec, you have peace of mind that each member of our team is accountable for assigned responsibilities. Quality control is instrumental in delivering a quality product. All draft and final deliverables including meeting minutes, technical memoranda, analysis summaries, and reports will be clear and concise and follow the accepted standards of the profession. All work products will be prepared in a neat and organized manner, recognizing the importance of accuracy and format. All projects undergo an internal independent third party review by experienced professional staff knowledgeable in the task but separate from the project team. This independent reviewer will identify any areas of concern for the team to review. All deliverables will be completed according to the City's requirements.



Public Outreach

One of the most rewarding and insightful aspects of public projects is the direct dialogue with those impacted and understanding their concerns, wants, and dreams. This is a valuable process in gathering input and understanding the view of the stakeholder regardless of the project type, while also demonstrating the public process, their opportunity and role to be involved, and transparency. From community planning and visioning to public information, our team has developed an outstanding toolkit including traditional, targeted, innovative and online methods, strategies, and steps.

Whether for large- or small-scale projects, our team develops public outreach programs that meet the project needs and budget, and result in community supported outcomes. From website development and social media, graphic design and print collateral, in-person or virtual workshops, or public and media relations, our team has the track record to inform and meaningfully engage interested community members in the boardwalk development process. Recent relevant public outreach programs include:

- **City of Opa-locka Downtown Master Plan, Opa-locka, Florida** - With years of broken promises by City leaders and community distrust high, our team brought local influencers into the project team. With their buy-in and support, we provided social media content, talking points, and projects updates which they used throughout their social channels and in-person or virtual interactions. Topic specific changemakers – property owners, investors, developers and others engaged in focused sessions. As COVID-19 restrictions lifted, walking tours, a return to in-person events were utilized, and throughout the process ongoing website and distribution of informational flyers, virtual community Q&A sessions, and other strategies continued. The project closed with a community “gala” with live music, food, and a public feedback session was conducted. At the time of Plan adoption by the CRA, they had record resident attendance demonstrating community support for the Plan.



- **Franklin Street Vision, Tampa, Florida** - Our project team utilized an interactive and dynamic web and map application allowing users to pin comments, ideas, thoughts, and questions on specific areas within the corridor, learn more about the project, view project graphics, photos, and other imagery, participate in multiple surveys, among other things as a key tool. Virtual stakeholder interviews, walking tours, and organizational engagement were additional tools that helped bring success.
- **Collier County Community Wide Library Master Plan, Collier County, Florida** - Our team employed various strategies including heavy in-person interaction including events that ranged from organizing a Disney themed festival to engage families to participating in a monthly Saturday social services organization event to engage those with limited access to public meetings. Focus groups with various community members, staff, and other stakeholders, online surveys, website updates, informational flyers and other traditional strategies were also used. Working with the library system, we were able to include an automatic survey prompt for users of public computers in the libraries, and we provided Facebook and Instagram content for library deployment. Our team also conducted extensive pop-up sessions including at local grocery stores, after-school programs, and other areas of informal gathering.
- **SR A1A over Sebastian Inlet – Bridge Restoration Project Development & Environment (PD&E) Study, FDOT District 4** - Public involvement materials included newsletters, property owner letters, advertisements, handouts, exhibits, and presentations. We supported District 4 in preparing, scheduling, and conducting virtual and hybrid public meetings.
- **Tennessee Valley Authority Public Outreach and Communications, Statewide, Tennessee** - Innovative, technology-based services include the creation of specific communication platforms in virtual meeting spaces and 3D and video productions. Currently, Stantec is crafting a training module for an upcoming community-based initiative that will involve door-to-door surveys and a high degree of public-facing communication.



OUR PROJECT EXPERIENCE

We are the most qualified for this project due to our multi-disciplinary team's extensive qualifications related to planning, assessment and overall managing of resiliency and climate initiatives. We focus on the triple bottom-line — social, economic and environmental impacts are considered for every adaptation strategy. As the City moves from planning to implementation, and ultimately project prioritization to lead adaptation response, members of the team have been on the forefront of these efforts statewide from the planning and technical, to the legal and policy elements of a local government's response strategy.

We will work with the City of Opa-locka to integrate resiliency, sustainability, and climate change solutions and strategies in all major decisions. With a strong background in broader sustainability and climate planning efforts, the team is uniquely experienced and positioned to help the City address flood threat as well as other climate-related stressors such as heat, drought, disease and how those stressors impact low and moderate-income sectors of the community. Please see a few of our relevant projects on the following pages.

Projects	SIMILAR EXPERIENCE							
	Critical Asset Data Collection	Vulnerability Assessment	Climate Data Collection and Projects	Exposure Analysis	Sensitivity and Adaptation Strategies	Public Outreach and Communication	Resilience Implementation Action Plan	Comprehensive Planning
Sea Level Rise and Critical Infrastructure Analysis Hallandale Beach, Florida	■	■	■	■	■		■	
Vulnerability Assessment Lynn Haven, Florida	■	■	■	■	■	■		
Vulnerability Assessment Florida City, Florida	■	■	■	■	■	■		
Vulnerability Assessment North Port, Florida	■	■	■	■	■	■	■	■
Vulnerability Assessment Key West, Florida	■	■	■	■	■	■	■	
Downtown Master Planning Opa-locka, Florida						■		■
Vulnerability Assessment and Beach Preservation Plan Indian River County, Florida	■	■	■	■	■	■	■	



Sea Level Rise and Critical Infrastructure Analysis

Hallandale Beach, Florida

Stantec conducted a Vulnerability Assessment and Adaptation Plan for the City of Hallandale Beach. The goal was to assist the City in pro-actively identifying the effects of sea-level rise on their community with the understanding that the adverse impacts of sea-level rise pose economic, social, environmental, and public health and safety challenges to the City.

Our Vulnerability Assessment considered the City's "at-risk" critical assets and infrastructure, including stormwater infrastructure as well as public works and public utility infrastructure, consistent with the intent of Florida Statutes 380.093. The Vulnerability Assessment focused on stormwater infrastructure; evaluating stormwater infrastructure components in multiple sea-level rise scenarios.

An Adaptation Plan was developed, which considered the output of the work completed in the initial assessment. Included in the Adaptation Plan were outlines of Geographic Information System (GIS) and engineering methodologies utilized throughout the project, including digital elevation modeling, GPS field verification, geodatabase development, the creation of raster mosaics and proposed engineered solutions. The Adaptation Plan provided recommendations for capital improvement projects to address several sea-level rise scenarios. Additionally, the Adaptation Plan provided strategies and potential modifications to future zoning and development codes to strengthen existing and future infrastructure from the effects of sea-level rise.



Vulnerability Assessment

Lynn Haven, Florida

Stantec, with assistance from its subcontractors, Erin L. Deady, PA and Clearview Geographic is currently developing a Vulnerability Assessment for the City of Lynn Haven to assess the flood risk of the community using best available tools, data, and methodologies.

The project will also evaluate adaptation strategies for its critical assets, employing a proactive approach to mitigating future risks and protecting and restoring its vulnerable natural and built environment. The team will conduct a review of the Coastal Element of the City's Comprehensive Plan as required by Section 163.3178, F.S. and identify opportunities for integrating the strategies into the policy documents.

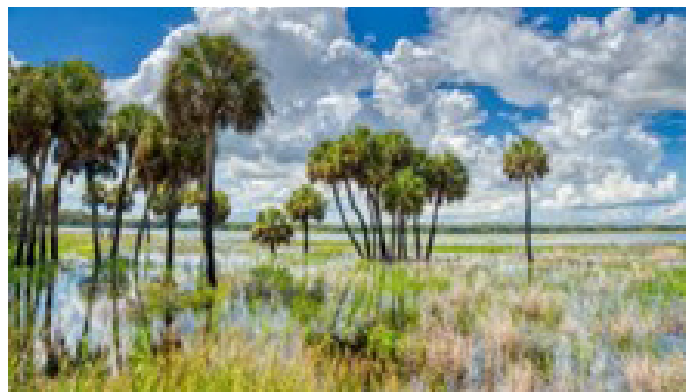
Two interactive workshops will be conducted, along with several City Commission meetings, to inform the public of the vulnerability assessment findings and to consider the proposed adaptation strategies for implementation.



Vulnerability Assessment Florida City, Florida

Florida City, dubbed the Gateway to the Florida Keys, is the southernmost city in Miami-Dade County. Located roughly 10 miles from Biscayne Bay along the Atlantic coast, the city suffered catastrophic damage during Hurricane Andrew which struck south Florida in August of 1992. To better prepare its residents and resources against future climate events, the City hired Stantec to prepare a Comprehensive Vulnerability Assessment consistent with Florida Statutes. The Vulnerability Assessment considered flooding impacts due to storm surge, extreme rainfall, tidal events and sea level rise on the City's physical and environmental infrastructure, municipal utilities, historical sites, and community operations centers.

Stantec hosted two public workshops which included technical presentations, survey questionnaires, flood maps and graphics. The resulting report evaluated the adaptive capacity of exposed assets and prioritized the most critical infrastructure needs to assist community leaders in developing strategies to build a more resilient community.



Vulnerability Assessment North Port, Florida

Stantec is leading the development of a Vulnerability Assessment and Adaptation Plan for the City of North Port, Florida located in Sarasota County. This study includes identification of critical assets, an exposure and sensitivity analysis, public involvement activities and the identification of resilient strategies to protect its coastal and inland environments. Recommended strategies will be integrated into the City's Comprehensive Plan.



Vulnerability Assessment Key West, Florida

Stantec is assisting in the development of a Vulnerability Assessment and Resilience Action Plan for the City of Key West, Florida. This project involves conducting an exposure and sensitivity analysis for critical assets within the City and includes identifying adaptation capacities, project solutions, and budget timelines for eight separate sectors. These eight sectors include: Infrastructure, Historic/Cultural, Housing and Shelter, Power and Water, Environment, Land Use & Code, Economic, and Health and Equity. Stantec will be leading the Infrastructure Sector. This project involves significant public involvement including working group meetings for each sector. Working as subconsultant to Tetra Tech.



Opa-locka Downtown Master Plan

Opa-locka, Florida

Ten years after adopting the Opa-locka Community Redevelopment, the Opa-locka CRA sought a to create a vision specific to the complexities of Downtown and a playbook to implement it. Hindered by decades of disinvestment, a range of uses including aging stand-alone and strip center commercial, industrial, public and social services, and low-quality multi-family housing and deteriorating single family residential, the CRA knew a new vision needed be vibrant, capture support of the community, and be implementable.

Working with the CRA, City staff, key non-profit partners and stakeholders, local entrepreneurs, and community members, we developed a vision based on market-realities and with developer and business interest to reshape Downtown. Significant investment in the public realm, programs to attract and support local business development and workforce readiness, financial incentives and partnership strategies, a parking and mobility plan, public-realm programming, establishment of a historic district, marketing, and clear place-based and policy-based strategies for its implementation are all foundational elements in the Plan.

The CRA and City were keenly aware of the perception their community has, and the “false fresh starts” that have occurred over the years. In addition to the Plan goals and strategies, they wanted a final document that would be easily understood by the community, and include the necessary detail, data, and inspiring graphics that it would also serve as a marketing tool to developers, investors, and prospective businesses.

Since formal plan adoption, multiple private mixed-use and mixed-income projects have been initiated by developers and the CRA is actively implementing the plan recommendations.

Additional Stantec Projects

Nationwide

- Vulnerability Assessment & Resiliency Plan, Albany, Oregon
- Resilience Program Plan Coordination, VirginiaDOT
- Kansas Dept of Transportation Resilience Improvement Plan
- Connecticut Dept of Transportation Resilience Improvement Plan
- Sustainable - Resilient Community Design and Construction Manual, Fort Lauderdale, Florida
- Amtrak Climate Consulting Support Services, Various Locations
- Program Mitigation Technical Assistance and Flood Risk Reduction, Kansas Department of Agriculture Cooperating Technical Partners
- Statewide Long-Term Care 2Prepare Hazard Vulnerability Assessment, Kentucky and North Carolina
- Vulnerability Assessment and Resilience Improvement Plan, ConnecticutDOT
- Assets Coastal Resiliency Methodology Statewide Culvert Assessment Program, Massachusetts DOT
- Statewide Irene Culvert Resiliency Program, Vermont
- Resilient Florida Flooding and Sea Level Rise Plan, Florida
- Climate Change Design Guidelines, City and County of Honolulu, Hawaii
- Chattanooga Regional Resiliency Plan, Chattanooga, Tennessee
- Nassau Expressway Resiliency and Reconstruction, New York, New York
- Lower Manhattan Coastal Resilience project, Battery Park, New York
- US Naval Academy Resilience Review, Annapolis, Maryland
- Project: 100 Resilient Cities: Strategic Water Pathways, New Orleans, Louisiana
- Climate Change Adaptation Framework, Various Locations, Maryland
- Somerville Municipal Vulnerability Preparedness (MVP), Somerville, Maryland
- Winthrop Climate Change Vulnerability and Risk Assessment of Infrastructure, Winthrop, Massachusetts

PROPOSED PERSONNEL

We have selected our proposed project team with members that specifically work with and know the City of Opa-locka and Miami-Dade County, and are experienced in providing the comprehensive planning, resiliency, heat assessments, environmental evaluations, and nature-based solutions to adapt the infrastructure and protect residents from future hazards. The team is formed of firms expert in the implementation of specific scope of work tasks.

Stantec will provide project management oversight and key knowledge of the vulnerability and adaption planning process, lead the socioeconomic and natural resource assessments, public involvement, and adaptation strategy development.

These are the people you will see and work with throughout the life of the project—team members who are committed to partnering with you. No team members will be replaced without your permission and approval of replacement staff. Following are brief introductions to the key staff proposed for this project, along with a staff experience table and organization chart. Resumes for the entire team can be found following the organization chart.

KEY STAFF



Sussette Irizarry

PSM, WEDG

Project Manager

Sussette is a Resilience Project Manager with a background in Environmental Engineering. Her experience focuses on vulnerability assessments and sea level rise adaptation strategies that focus on hardening critical assets and infrastructure for utilities in Florida. She has also completed vulnerability assessments in the state of Florida. Sussette has extensive knowledge with infrastructure sensitivity, adaptation and vulnerability, LEED processes, climate change, environmental regulation, water resources engineering, sustainable engineering, and environmental resource management. She has presented at various conferences including the Florida Water Resource Conference, Southwest Florida Water & Wastewater Conference, and for the American Water Works Association and published several articles on the topic of sustainability.



Ramon Castella

PE, ENV SP, LEED AP

Principal in Charge

Ramon has nearly 40 years of experience managing and delivering projects in Florida and the Caribbean. This includes over \$300 million worth of restoration and infrastructure rehabilitation projects throughout South Florida. Through his work, Ramon has demonstrated his ability to successfully lead complex coastal resiliency and restoration, drainage, flood control, and conveyance efforts. His engineering capabilities include programming, planning, analysis, design, preparation of construction documents, construction administration, and inspection and commissioning.



Rick Bowers

PhD, PE

Exposure and Sensitivity Analysis

Rick has directed and managed multi-million dollar to small-scale GIS, asset management and engineering projects. His project management experience includes: GIS and asset management implementations; administration of consulting and application development services; monitoring customer issues; client representation at council/commission meetings; planning, managing, coordinating a large number of projects from inception to completion; extensive coordination of project activities with users, consultants, regulatory agencies and contractors.



Diane Quigley

AICP, CFM

VA and Adaptation Resiliency Planning

Diane has 36 years of experience in areas of resiliency, environmental, transportation, and land use planning in Florida. Throughout her career she has focused on an integrated approach to comprehensive, collaborative solutions to infrastructure, resilience, environmental, and transportation systems development. She supplements her technical experience with legislative and policy development, strategic planning, interagency coordination, and public involvement. She is experienced in local government planning including land development codes and policy amendments along with working with large-agency leadership and policymakers.



Christina Hurley

AICP

VA and Adaptation Resiliency Planning

Christina is a planner with expertise in hazard mitigation, climate change adaptation, and land use. She is proficient in ArcGIS and other available tools to assess and communicate risk and vulnerability for communities and the assets within. She has prior experience developing and implementing local ordinances and applying land use codes to proposed developments, including those designed to mitigate risk to natural hazards. Christina's expertise is further buoyed by her prior experience providing GIS support in earthquake-trend research, as well as her experience using climate data and software to assess vulnerability to climate-related hazards on a local scale. This well-rounded experience makes her well poised to assist communities with risk-reduction strategies.



Eric Hersh

PhD, PE

Stormwater Modeling

Eric is a water resources engineer with 22 years of experience in both private industry as a consulting engineer and in academia as a researcher and educator. He has specific expertise in water resources planning and management, with a focus on water supply and availability analyses, studies of climate variability and climate impacts, water supply risk assessment, environmental flow studies, and drought assessment and planning for federal, state, municipal, and private clients.



Jordan Corby

PE, PMP

Stormwater Modeling

Jordan's background includes executing the design, permitting and construction management of stormwater projects including hydraulic modeling with ICPR and production of permit plans with AutoCAD and ArcGIS. Hands-on experience with assessment of on-site conditions to effectively design and plan projects as well as the coordination of sub-consultants. Project objectives include flood alleviation, increased stormwater storage capacity, sediment loading reduction and maintenance improvements.



Corey Berner

GISP

Background Data Acquisition

Corey has 11 years of experience in the natural and physical sciences providing GIS applications to national, state, and local agencies. His skills include the use of ArcGIS software with the extensions of Network Analyst and Spatial Analyst; web application editing; web-map development; data editing and analysis; potable and sanitary sewer network editing; transportation asset collection, cataloging, and network design; vulnerability assessments; energy transmission line site planning & analysis; PD&E studies & analysis for environmental concerns; and cartographic exhibit expertise.



Jared Beck

AICP, FRP

Public Outreach

Jared brings 22 years of experience with a broad background that blends together in creating great spaces and places with skilled and implementable long-range planning. His passion lies in urban design, redevelopment, and new town planning with a primary focus in South Florida. Jared's roles and past projects reflect the range of that interest and demonstrate his commitment to building better communities for the future. Jared continues to evolve and in addition to his planning role, he is one of Stantec's public outreach specialists and has been heavily involved in many public projects and initiatives impacting South Florida.

Key Staff	Years of Experience	RELEVANT EXPERIENCE									
		Critical Asset Data Collection	Vulnerability Assessment	Climate Data Collection and Projects	Exposure Analysis	Exposure & Sensitivity Analysis	Sensitivity and Adaptation Strategies	Public Outreach and Communication	Resilience Implementation Action Plan	Stormwater Modeling	Comprehensive Planning
Sussette Irizarry, PSM, WEDG <i>Project Manager</i>	11	■	■	■	■	■	■	■	■	■	
Ramon Castella, PE, ENV SP, LEED AP <i>Principal in Charge</i>	39							■		■	
Corey Berner, GISP <i>Background Data Acquisition</i>	11	■	■	■	■						
Alex Johnson <i>Background Data Acquisition</i>	1	■	■	■	■						
Noldy Belizaire <i>Background Data Acquisition</i>	3	■	■	■	■		■				■
Rick Bowers, PhD, PE <i>Exposure & Sensitivity Analysis</i>	34	■	■	■	■	■				■	
Danielle Curri, EI, ENV SP <i>Exposure & Sensitivity Analysis</i>	6	■	■	■	■	■	■	■	■		
Matt Moy, GISP <i>Exposure & Sensitivity Analysis</i>	4	■	■	■	■	■	■	■	■		
Diane Quigley, AICP, CFM, WEDG <i>VA & Adaptation Resiliency Plan</i>	37	■	■	■	■	■	■	■	■		■
Christina Hurley, AICP <i>VA & Adaptation Resiliency Plan</i>	11	■	■	■	■	■	■	■	■		■
Nicholas Perez-Alvarez, AICP, LEED AP ND, CFM <i>VA & Adaptation Resiliency Plan</i>	8	■	■					■	■		■
Jared Beck, AICP, FRP <i>Public Outreach</i>	23							■	■		■
Veronica Paredes <i>Public Outreach</i>	18							■			
Stephanie De La Rosa <i>Public Outreach</i>	18							■			■
Eric Hersh, PhD, PE <i>Stormwater Modeling</i>	22									■	
Jordan Corby, PE, PMP <i>Stormwater Modeling</i>	13									■	

The key staff outlined in this submission are available to start this assignment immediately upon award and will put forth the effort required on our part to meet any deadline the City may face.



SUSSETTE IRIZARRY, PSM, WEDG**Project Manager**

Sussette is a project manager and engineer with 11 years of experience in project coordination, design, permitting bidding, in the areas of air quality treatment and water and wastewater treatment. Her experience emphasizes on project coordination for unique and complex wastewater projects as well as permitting and inspection of high-level industrial/manufacturing Title V and Non-Title V sources of air pollution. She has displayed successful tenure engaging top stakeholders throughout a project lifecycle; complemented by a fluency in Spanish. She also has presented at various conferences including the Florida Water Resource Conference, Southwest Florida Water & Wastewater Conference, and for the American Water Works Association. She has also published several articles portraying her expertise and experience.

EDUCATION

Master of Science, Environmental Policy and Management, Florida International University, 2016

Bachelor of Science, Environmental Engineering, Florida International University, 2011

CERTIFICATIONS & TRAINING

Waterfront Edge Design Professional, The Waterfront Alliance, Tallahassee, Florida, 2024

OSHA Certified, 40-Hours, Miami, Florida, 2014

PROJECT EXPERIENCE**Sea Level Rise Hardening for Consent Decree Project 2.11 Effluent Pump Station Electrical Improvements, Miami-Dade County, Florida**

Sussette was responsible for overseeing a multi-disciplinary design team closely with the project technical lead to ensure design schedule was met and deliverables were completed. The project focused on sea level rise hardening efforts for the effluent pump station (EPS) at the Central District Wastewater Treatment Plant. A new electrical building was designed to meet a Sea Level Rise (SLR) design elevation of 20.3 ft to house critical electrical and control equipment, including switchgears, motor control centers, and transformers. SLR was a major consideration with regards to designing the electrical building, it required an understanding of the structural needs of the building, including dead loads, live loads, rain loads, wind loads, soil loads, and most importantly, flood loads. Stantec developed a Technical Report, Basis of Design Report, and 30%, 60%, and 100% level design drawings. Stantec provided permitting and bidding services. Stantec is currently providing engineering services during construction.

Hazard Mitigation Grant Program (HMGP) Master Pump Station 1, Miami-Dade County, Florida

Sussette served as Project Manager developing a preliminary design report for hardening and flood proofing Master Pump Station No. 1 for Miami Dade Water and Sewer. The design considered mitigation actions to address risks from flood, wind, and power hazards to the station during storm events. The project was funded under a HMGP grant; improvements included wet and dry floodproofing and elevating critical equipment for reliability and redundancy during a storm event. A preliminary Hydrologic and Hydraulic (H&H) Study was completed to evaluate an appropriate design storm and determine the respective design flood elevation. A damage cost assessment was also developed based on the H&H Study and selected design flood elevation to be used as cost inputs for the project Benefit Cost Analysis.

Hallandale Five-Year Stormwater Master Plan, Hallandale Beach, Florida

Independent Reviewer for a Five-Year Stormwater Master Plan to provide the City with the ability to clearly identify, prioritize and address issues related to the City's stormwater resources. Provided independent review of project deliverables.

Duval Street Resiliency and Revitalization Plan, Key West Florida

Stantec is developing a Resiliency and Revitalization Plan that will include a vulnerability assessment, drainage, multimodal planning, historic preservation, streetscape / landscape architecture, and public outreach. Sussette is serving as a lead on the vulnerability assessment and drainage design. This project aims is to recommend renovations that will preserve and augment the historic Duval corridor.

Central District Wastewater Treatment Plant Stormwater Concept Design Report, Virginia Key, Florida

Sussette served as project manager developing a Stormwater Concept Design Report considering implementation of stormwater system improvements based on 2025- and 2030-time horizons. An Interconnected Pond Routing (ICPR) model was developed to identify collection, transport, retention, and disposal options and develop new asset recommendations. The Stormwater Concept Design Report will be used to update the existing plant wide Environmental Resource Permit (ERP). This project was showcased on the cover of the July 2023 Florida Water Resources Journal.

RAMON CASTELLA, PE, ENV SP, LEED AP**Principal in Charge**

Ramon has 39 years of expertise in public and private infrastructure projects throughout Florida and the Caribbean. His engineering experience on these projects includes programming, planning, analysis, design, preparation of construction documents, construction administration

and inspection and commissioning. His public works infrastructure project types include drainage, flood control, coastal construction, water and sewer systems, roads and bridges, public facilities, parks, project budgeting and grants acquisition.

EDUCATION

Bachelor of Science, Civil Engineering, Florida International University, 1985

REGISTRATIONS

Professional Engineer #40073, State of Florida

Professional Engineer #11731, Commonwealth of Puerto Rico

Envision Sustainability Professional (ENV SP)

LEED Accredited Professional, U.S. Green Building Council

PROJECT EXPERIENCE**La Gorce Sea Level Rise Adaptation Project, Miami Beach, Florida**

Ramon was Client Manager for a stormwater study and master plan for a low-lying, 145-acre property with an old, undersized drainage system. Stantec used ICPR modeling to simulate sea level rise factors and develop a resilient, long-term stormwater management system featuring new underground storage chambers installed in strategic low areas. The storage system will capture the first flush of run-off to improve system water quality while also serving as a rainwater cistern for irrigation. Improvements also included raising the entire site, a new drainage pump station with inline drainage injection wells, new outfalls with inline backflow valves, and a raised golf cart path that will serve as a perimeter berm.

Sunset Islands 3 and 4, and Palm & Hibiscus islands, Miami Beach, Florida

Principal in Charge for these projects for which Stantec served as Design Criteria Professional and Resident Project Representative. These design/build projects involve infrastructure renewal, enhanced drainage and stormwater quality treatment, beautification, and combatting the effects of sea level rise. The scope of work includes watermain and water service replacement, rehabilitation of the existing gravity sanitary sewer line and manholes, complete stormwater infrastructure improvements, roadway reconstruction including raising roads in some areas and harmonization to properties, concrete work including valley gutters and driveways, the undergrounding of overhead utilities, and

landscaping. The stormwater systems include a primary and secondary gravity collection system and one pump station for each island that discharge into Biscayne Bay. Environmental controls during construction and all maintenance of traffic had to be carefully monitored at all times. Close coordination with City staff and homeowners was critical to ensure impact to residents was minimized.

Indian Creek Drive Roadway and Drainage Improvements and Sea Level Rise Adaptation, Indian Creek, FL

Principal in Charge to redevelop 8,500 linear ft. of roadway on Indian Creek Island. The road improvement project includes the implementation of resiliency measures to protect against future sea-level rise. In addition to the roadway, Stantec designed a new walking trail and scenic improvements, including lighting that spans the length of the road. The project also includes connecting the village to a public central sewer to replace the island's septic tanks. The addition of sanitary sewer lines reduces the environmental impact of wastewater and better protect residential property against sea-level rise. The stormwater design consisted of retrofitting existing outfalls with inline check valves for backflow prevention, specifying manatee grates at the pipe ends, and a continuous 30" diameter exfiltration trench system. Throughout the entire process, Stantec worked closely with the community and the village council to ensure residents' needs and concerns were properly addressed.

Stormwater Utilities, Opa-locka, Florida

Assisted the City of Opa-locka in establishing a municipal stormwater utility. Services included preparation of ordinances, utility rate studies, private property assessments, intergovernmental coordination with Miami-Dade County and adjacent municipalities and also assisted in implementing billing system.

Old Cutler Road (SW 97-87 Avenue), Cutler Bay, Florida

Principal in Charge responsible for the design improvements for the portion of Old Cutler Road between SW 97th Avenue and SW 87th Avenue. The project consists of roadway improvements, traffic circles, pavement resurfacing, sidewalks, drainage facilities, medians, landscaping and lighting. Old Cutler Road is designated a historic roadway which required all improvements to respect the existing roadway footprint, thus limiting the modification and/or additional widening of the road. This Miami-Dade County roadway is considered an arterial collector roadway. The proposed configuration for Old Cutler Road will include roundabouts at each end of the corridor for traffic calming and beautification. The 1.24 mile corridor between these two roundabouts will be a two lane roadway with turn lanes, landscape medians and scramble lanes. Permitting including Miami-Dade County Public Works DERM and Town of Cutler Bay.

COREY BERNER, GISP

Background Data Acquisition



Corey has 11 years of experience in the natural and physical sciences providing GIS applications to national, state, and local agencies. His skills include the use of ArcGIS software with the extensions of Network Analyst and Spatial Analyst; web

application editing; web-map development; data editing and analysis; potable and sanitary sewer network editing; transportation asset collection, cataloging, and network design; energy transmission line site planning & analysis; PD&E studies & analysis for environmental concerns; and cartographic exhibit expertise. In addition, Corey has managed the GIS tasks on a number of Routing & Siting studies across the United States, with an emphasis on Florida-based transmission line projects; and is supervisor over a team of Stantec employees that conduct analysis and prepare figures for the replacement of wooden transmission line poles for Florida-based energy providers.

EDUCATION

Bachelor of Arts in Geography, University of Florida, Gainesville, Florida, 2014

CERTIFICATIONS & TRAINING

GISP, GIS Certification Institute, Des Plaines, Illinois, 2020

PROJECT EXPERIENCE

GIS Asset Management, Collier County, Florida

GIS Analyst working with GIS team to add field collected data from twenty-six pump stations in Orange Tree into an established geodatabase hierarchy connected to a geometric network based on related ID fields.

GIS Wetland Records Inventory, Seminole Tribe of Florida, Multiple Locations, Florida

GIS Analyst working with a GIS team to catalog and input wetland data, provided by the Seminole Tribe of Florida, into a collaborative database. The database was then used to create a Web-map to allow viewing and queries of the data. Wetland documentation was geo-referenced in ArcGIS Pro onto an existing aerial and the corresponding wetland polygon was drawn based on its geo-referenced location. Two or more points per project were selected based on visible objects on the ground and field verified using an R2 GPS device.

Stormwater Utility Program - Bonita Springs, City of Bonita Springs, Florida

GIS Analyst who assisted with Storm-water Impervious Surface Analysis for the County. A layer for the county's impervious surface was initially created in ArcGIS Pro. From

that layer, a grid system was setup where shadows were removed and light-colored surfaces were added to ensure accuracy for the analysis.

St. Pete Tiered Stormwater, City of St. Petersburg, Florida

GIS Analyst who assisted with Storm-water Impervious Surface Analysis for the County. A layer for the county's impervious surface was initially created in ArcGIS Pro. From that layer, a grid system was setup where shadows were removed and light-colored surfaces were added to ensure accuracy for the analysis.

City of Sarasota CAD Conversions, GPS Collections, and Utility Database Updates, City of Sarasota, Florida

GIS Analyst who converted CAD drawings along with record drawings to bring them into the City's utility GIS database. Along with the conversions, Stantec also collected GPS locations from a sample of the projects that were converted. This process enabled Stantec to ensure the accuracy of the data was maintained. A database schema change was also implemented by Stantec to accommodate data that was collect via conversions or by GPS. The scope also included a web application that will be designed by Stantec for City personnel to interactively view their assets and ease workflow.

GIS & GPS Services, City of Venice, Florida

GIS Analyst for this contract. Manhole locations are collected via a GeoExplorer 6000 Series Trimble GPS device. The location, lid diameter, lid text, and location type (Roadway, Grass, etc) are taken for each point and associated with the respective manhole in the City's utility GIS database. Along with field collection, the points are exported from the GPS device and placed into a map to track the progress. This process enables Stantec to determine which manholes are no longer in service, have been covered up by concrete, or need special permission/assistance in collecting.

SR-94 BRT & PD&E Study, Miami-Dade County, Florida

GIS Analyst working with Environmental Scientist team to research demographic predictions, potential contamination site locations; research into planning and environmental data from multiple government agencies; and produce exhibits for reports showing findings.

SR 874 to SW 128th St. Improvements, Miami-Dade County, Florida, MDX

Using the provided existing database, data is updated based off of record drawings, and applied to an ESRI web-map. Arc Collector is used on a handheld device (Phone or iPad) in conjunction with the ESRI web-map to verify points in the field and edit those that have necessary changes.

ALEX JOHNSON**Background Data Acquisition**

Alex is a GIS Analyst with one year of experience. Since being hired she has developed skills using the ArcGIS software for data collection, management, and analysis. She has an interest in field work and enjoys creating figures for permits and environmental field surveys. Recently, she has gained experience as GIS lead on vulnerability assessments that analyze hurricanes and flooding effects on local communities.

EDUCATION

Bachelor of Science, Environmental Science, University of Tampa, Tampa, Florida, 2023

PROJECT EXPERIENCE**Key West Duval St. Economic Corridor Resiliency and Revitalization Plan, Key West, Florida**

Alex was the GIS Lead for this project. She assisted with data collection and management. She worked with the technical lead to create inundation layers to reflect hurricane and flooding hazards. Multiple figures were created for public presentation boards and for the final reports.

Bonita Bay Community Association Resiliency Plan, Bonita Springs, Florida

Alex assisted in data collection and figure creation. She also worked with the technical lead to create inundation layers that reflect different sea level rise, hurricane, and extreme rainfall scenarios.

Florida City Vulnerability Assessment, Florida City, Florida

For this project Alex assisted in data collection and figure template creation. Working with the technical lead, Alex created inundation layers for sea level rise, extreme rainfall/flood, and direct-hit hurricane scenarios. Using these layers, she analyzed the inundation depths of critical assets in the city and created multiple figures for each asset showing the results. She also assisted in creating a table of assets and results for further analysis.

NOLDY BELIZAIRE**Background Data Acquisition**

Noldy is a resilience planner with a background in Community Planning and Development. His experience includes working on integrating resilience processes, sustainability education, and green infrastructure recommendations into community plans. He also has extensive experience using visualization and data management tools including ArcMap, ArcPro, AutoCAD. Additionally, Noldy has assisted LEED projects related to both neighborhood development (ND) and building operations and maintenance (O+M).

EDUCATION

Master of City and Regional Planning, Georgia Institute of Technology College of Design, Atlanta, Georgia, 2022

Bachelor of Science, Sustainability and the Built Environment, University of Florida College of Design, Construction, and Planning, Gainesville, Florida, 2020

PROJECT EXPERIENCE**HUD Choice Neighborhood Transformation Plan for Centennial Hill, Montgomery Housing Authority, Montgomery, Alabama**

The Montgomery Housing Authority was granted support from the Department of Housing and Urban Development (HUD) towards the development of a revitalization plan focused on the Centennial Hill neighborhood, its housing and people. Noldy assisted devising a "People Plan" in conjunction with a physical site plan, focusing on stakeholder engagement, leveraging community assets, and sustainable development practices. He also directed the LEED Neighborhood Development scoring to the project boundary, fulfilling grant awarding requirements and implementation opportunities for the community.

Sweet Auburn Green and Equitable Landscape Analysis, Historic District Development Corp (HDDC), Atlanta, Georgia

Urban Sustainability Planner who assisted in formulating an existing conditions parcel and building analysis for a holistic neighborhood development strategy. Developed a social sustainability implementation section for resident and stakeholder engagement in the district.

Kansas DOT Resiliency Improvement Plan, Kansas Department of Transportation, Kansas

Planner who supported the vulnerability assessment phase, overall project administration, and project prioritization. - Drafted community engagement material to inform and involve Kansas DOT and related municipalities - Supported the client with their project and presentation needs, such as preparing slides, reports, and data analysis.

Connecticut DOT Resiliency Improvement Plan, Connecticut Department of Transportation, Connecticut

Planner who supported planning team throughout the vulnerability assessment phase.

RICK BOWERS, PhD, PE

Exposure and Sensitivity Analysis



Rick has directed and managed multi-million dollar to small-scale GIS, asset management and engineering projects. His project management experience includes: GIS and asset management implementations; administration of consulting and application development services; monitoring customer issues; client representation at council/commission meetings; planning, managing, coordinating a large number of projects from inception to completion; extensive coordination of project activities with users, consultants, regulatory agencies and contractors.

EDUCATION

Doctor of Philosophy, Civil Engineering, University of South Florida, Tampa, Florida, 2022

Master of Business Administration, University of South Florida, Tampa, Florida, 2004

Bachelors of Science, Civil Engineering, University of South Florida, Tampa, Florida, 1991

REGISTRATIONS

Professional Engineer #50704, State of Florida

PROJECT EXPERIENCE

Stormwater Asset Management Plan and Gap Analysis, Largo, Florida

Project Manager for the City of Largo Stormwater Asset Management Plan and Gap Analysis Project. Responsibilities included project coordination, asset management strategy, business process review, best practices and software configuration. The purpose of this study was to assess the City's stormwater asset management activities, develop criteria so a stormwater asset's risk can be calculated in the City's Computerized Maintenance Management System (CMMS) for repair and replacement prioritization, and recommend an asset management staffing plan.

Infrastructure Inventory and Condition Assessment Services, Hillsborough County, Florida

Program Manager for services including, coordinate inventory and assessment contractor activities, review and approve up front submittals and on-going QA/QC, verify schedule progress monthly and review/approve invoices, field visits to ensure work conformed to specifications, assign asset criticality, reviewed zoom cam/pipeline condition data, staff recommendations and criticality for upload into Enterprise Asset Management (EAM) system, and built ArcGIS Viewer integration with EAM.

Jumper Creek Watershed Management Plan, Sumter County, Florida

Project Manager assigned to complete the Watershed Evaluation, Watershed Management Plan and Alternative Analysis for the Jumper Creek Watershed, a 58.6-square-mile basin. Project elements included data collection/data verification, watershed model development and analysis, digital flood map preparation and technical report writing.

FEMA Flood Map Modernization Project –Southwest Florida Management District, Hernando County, Florida

Project Engineer, QA/QC and GIS Analyst responsible for modernizing the Flood Insurance Rate Maps (FIRM) into the new Digital FIRM format. Work involved extensive ArcHydro data processing, basin delineating and discretization, GIS application development, hydrologic and hydraulic model development, data analysis, and Flood Insurance Study report development and publication in the countywide format. Services also included outreach and community involvement, education and final map processing.

Water Master Plan and Vulnerability Study, Temple Terrace, Florida

Rick was the project manager for the City of Temple Terrace Water Master Plan and Vulnerability Study. His responsibilities included GIS analysis and mapping, the development of model ready data for the City's Potable Water Hydraulic Model, and technical report writing.

Basin C-51 Watershed Management Plan and Rule Development, South Florida Water Management, McGregor Boulevard, Fort Myers, Florida

Rick was the GIS project manager for this program to modernize the Flood Insurance Rate Maps (FIRMS) into the new Digital FIRM (DFIRM) format. His work involves extensive Digital Terrain Modeling, GIS application development, hydrology and hydraulic analysis, hydrometeorologic data analysis, ArcHydro application development and Flood Insurance Study (FIS) report development and publication in the countywide format. His services also include outreach and community involvement and education and final map processing.

Bushnell Watershed Management Plan, Hernando County, Florida

Assigned to complete the Watershed Evaluation, Watershed Management Plan and Alternative Analysis for the Bushnell Watershed, a 20.3-square-mile basin. Project elements included data collection/data verification, watershed model development and analysis, digital flood map preparation and technical report writing.

DANIELLE CURRI, EI, ENV SP

Exposure and Sensitivity Analysis



Danielle is passionate about helping communities increase resilience to prepare for natural hazards and climate change.

Danielle is experienced with resilience planning, risk and vulnerability assessments, hazard mitigation, and

community engagement. Danielle is passionate about developing tools to improve project efficiency using programs such as Excel and Python. She leverages her previous experience in the transportation engineering field including traffic engineering, intelligent transportation systems planning, and roadway design to help plan for implementable projects.

EDUCATION

Bachelor of Science, Civil Engineering, North Carolina State University, Raleigh, NC, 2020

REGISTRATIONS

Engineering Intern, North Carolina, NC, 2020

Envision Sustainability Professional (ENV SP), Washington, DC, 2021

PROJECT EXPERIENCE

Kansas Department of Transportation Resilience Improvement Plan, KDOT, Kansas

Danielle is leading the Vulnerability Assessment and Existing Plan Review tasks for the statewide KDOT Resilience Improvement Plan under FHWA's Promoting Resilient Operations for Transformative, Efficient, and Cost-savings Transportation (PROTECT) Program. She is performing a risk and vulnerability assessment based on FHWA's Vulnerability Assessment Scoring Tool (VAST) to assess vulnerability of KDOT assets to natural hazards. She is leading the assessment of over 10,500 KDOT assets (bridges and culverts) and over 10,000 miles of roadways. The assessment includes an overview of risk for multi-modal facilities such as bike and pedestrian infrastructure, freight infrastructure, ITS infrastructure and transit facilities. She is reviewing existing planning documents to identify resilience actions to data and align opportunities for future resilience supplementation.

Tazewell County Flood Resilience Plan, Tazewell County, Virginia

Danielle led the development of a Flood Mitigation Action Plan based on risk assessment results and community feedback. She facilitated community engagement by presenting at public meetings and leading engagement exercises. She developed a detailed action plan to guide agencies throughout the project life cycle of planning, alternatives analysis, design,

construction, and maintenance. The team created a step-by-step guide for implementation of actions while considering funding sources, staff capacity, and permitting processes.

North Carolina Resilient Coastal Community Program

Danielle served as the lead analyst and task lead for a contract to develop resilience strategies for three communities in North Carolina. She identified and mapped critical assets for the communities to be studied in relations to hazards and developed a vulnerability assessment tool in Excel to automate scoring based on exposure, sensitivity, and adaptive capacity. Assessments for risk and vulnerability were completed for each community to support project development. The team identified projects and funding sources for the communities to help lead to project implementation. She led community engagement efforts by preparing meeting materials, surveys, maps, and presenting at meetings.

University of Kentucky Hazard Mitigation Plan , Lexington, Kentucky

Danielle served as a Planner on the team performing the risk and vulnerability assessment for the University's Hazard Mitigation Plan. Danielle developed hazard profiles documenting the vulnerability of the campus to natural and man-made hazards. The assessment included a GIS structure-based risk assessment of campus facilities to hazards. She presented risk assessment results to the Resilience Steering Committee and summarized the risk assessment results in the FEMA Hazard Mitigation Plan.

Eastern Michigan University Hazard Mitigation Plan

Danielle is serving as the task lead for the risk and vulnerability assessment on the multi-phase Flood Response Plan and Hazard Mitigation Plan. She developed a flood risk assessment to prioritize focus areas for the Flood Response Plan. The assessment includes a GIS structure-based risk assessment of campus buildings. She leads the development of hazard profiles documenting vulnerability of the campus to natural and man-made hazards. She supported the creation of a Flood Response Plan to meet insurance provider requirements to maintain the University's flood insurance coverage.

MATT MOY, GISP**Exposure and Sensitivity Analysis**

Matt has been a resilience planner with Stantec since 2021. He has a strong GIS background and has prior military experience. He partners with communities and public agencies to design and implement resiliency and climate

adaptation programs. Matt understands the significance of conducting an in-depth analysis preceding developing resiliency plans and applies a meticulous touch to every project. Matt also has extensive GIS experience performing a wide range of analyses involving the integration and manipulation of spatial data. He is an advanced user of Esri's suite of programs, including ArcMap, ArcGIS Pro, and ArcGIS Online. Prior to joining Stantec, Matt served in the North Carolina Army National Guard as a Sergeant where he gained extensive experience in team-building, organizational leadership, and program management.

EDUCATION

Master of Geospatial Information Science & Technology, North Carolina State University, Raleigh, NC, 2021

Graduate Certificate, Professional Communication and Managerial Skills, North Carolina State University, NC, 2021

Bachelor of Science, Applied Geography, East Carolina University, Greenville, North Carolina, 2014

CERTIFICATIONS & TRAINING

Certified Geographic Information Systems Professional (GISP), GIS Certification Institute (GISCI), Raleigh, NC, 2023

PROJECT EXPERIENCE**Buchanan Flood Resilience Plan, Buchanan County, Virginia**

Matt supported the development of a Flood Resilience Plan (FRP) for Buchanan County, Virginia. His work included the collection of relevant background information on the community, hazards that affect the region, and development of building data for use in the Risk Assessment portion of the FRP. As part of conducting the Risk Assessment, Matt developed a building dataset for the entire county that paired County tax data with approximate building locations. This dataset was used to identify areas that are prone to flooding and to estimate the value associated with the buildings at-risk.

Bonita Bay Community Vulnerability Assessment, Bonita Bay Community Association, Bonita Springs, Florida

Matt supported the development of a Vulnerability Assessment (VA) for Bonita Bay, a private community located in Bonita Springs, FL. He worked with a team of spatial analysts to develop a community asset dataset and compiled relevant hazard data for hazards that impact the community. The VA focused on coastal hazards, including storm surge,

sea level rise, saline intrusion, and flooding. Drought, wind hazards, and wildfire were also addressed in the VA. Matt led the exposure analysis portion of the VA, using spatial analysis to determine which community facilities were exposed to the coastal hazards and supported the development of vulnerability scores for community facilities.

Ann Arbor Hazard Mitigation Plan, City of Ann Arbor, Michigan

Successfully completed an update to the City of Ann Arbor's Hazard Mitigation Plan that was approved by FEMA. Included updating the hazard profiles to include the most recent data available, as well as adding impacts to socially vulnerable populations and impacts of climate change for each hazard. Performed spatial (GIS) analysis of hazards where geospatial data was available and applicable.

North Carolina Long Term Care Facilities Hazard Vulnerability Assessment, Centers for Medicare & Medicaid, Statewide

Developed data layers for a comprehensive list of hazards that impact North Carolina. This data illustrates risk for each hazard at a building level across the entire state, providing a 0-3 score rating at a 1,000-meter resolution. The data was accessible to long-term care facilities operators via a web-based hazard vulnerability viewer. The web viewer was used by care operators to determine their facility's vulnerability to a number of natural and man-made hazards, which facilitated funding from the Centers for Medicare and Medicaid for the facility.

American Samoa Hazard Mitigation Plan Update

Supported the Risk Assessment portion of the Hazard Mitigation Plan (HMP) update by leading the collection and compilation of community asset and hazard data. He performed spatial analysis to identify community assets that were at-risk to local hazards. The analysis results facilitated a more comprehensive update to the HMP. In addition to providing GIS support, Matt assisted in gathering and synthesizing historical hazard data.

Honolulu, R.M. Towill Corporation, Honolulu, Hawaii

Worked as a planner in support of the project team's development of design guidelines for the City and County of Honolulu which can be used by the municipality to mitigate their risk from climate change impacts. Specifically, my role was to review climate reports, standards, policies, and other relevant background information and data. This information was summarized and utilized in the development of the design guidelines, as well as a climate change exposure screening tool.

DIANE QUIGLEY, AICP, CFM, WEDG**Infrastructure Vulnerability Assessment and Adaptation Resiliency Plan**

Diane has 37 years of experience in areas of resiliency, environmental, transportation, and land use planning in Florida.

Throughout her career she has focused on an integrated approach to comprehensive, collaborative solutions to infrastructure, resilience, environmental, and

transportation systems development. She supplements her technical experience with legislative and policy development, strategic planning, interagency coordination, and public involvement. She is experienced in local government planning including land development codes and policy amendments along with working with large-agency leadership and policymakers.

EDUCATION

Master of Urban and Regional Planning, University of New Orleans, 1995

Bachelor of Science, Geology, Nicholls State University, 1987

CERTIFICATIONS & TRAINING

American Institute of Certified Planners, American Planning Association, Chicago, Illinois, 1997

Certified Floodplain Manager, Association of State Floodplain Managers, Orlando, Florida, 2022

Waterfront Edge Design Professional, The Waterfront Alliance, Tallahassee, Florida, 2022

PROJECT EXPERIENCE**North Port Vulnerability Assessment, North Port, Florida**

Stantec is leading the development of a Vulnerability Assessment and Adaptation Plan for the City of North Port, Florida located in Sarasota County. This study includes identification of critical assets, an exposure and sensitivity analysis, public involvement activities and the identification of resilient strategies to protect its coastal and inland environments. Recommended strategies will be integrated into the City's Comprehensive Plan.

Key West Vulnerability Assessment, Key West, Florida

Stantec is assisting in the development of a Vulnerability Assessment and Resilience Action Plan for the City of Key West, Florida. This project involves conducting an exposure and sensitivity analysis for critical assets within the City and includes identifying adaptation capacities, project solutions, and budget timelines for eight separate sectors. These eight sectors include: Infrastructure, Historic/Cultural, Housing and Shelter, Power and Water, Environment, Land Use & Code, Economic, and Health and Equity. Stantec will be leading the Infrastructure Sector. This project involves significant public involvement including working group meetings for each sector. Working as a subconsultant to Tetra Tech.

Florida Statewide Flooding and Sea Level Rise and Resilience Plan, Florida Department of Environmental Protection (FDEP)

As Program Director for the Resilient Florida Program, Diane was responsible for the development of the first ever Statewide Flooding and Sea Level Rise and Resilience Plan for the state of Florida. This legislatively mandated Plan outlines a framework for adapting and mitigating critical assets against the impacts flooding and sea level rise. The plan consists of a list of implementation projects, totaling \$270M over three years that will enhance Florida's efforts to protect infrastructure as well as inland waterways, coastlines, and shores, which are invaluable natural defenses against sea-level rise and flooding.

Development of a Standard Scope of Work for Local Vulnerability Assessments, Florida Department of Environmental Protection (FDEP)

Diane coordinated with staff in the preparation of a Standard Scope of Services for a Vulnerability Assessment in accordance with section 380.093 Florida Statutes. The standard scope provides guidance to local governments, regional entities, and counties in drafting a scope of services for a VA. It provides minimum technical criteria for GIS based inundation models, draft language for scope elements and a content checklist for communities to follow to ensure compliance with state laws. She was responsible for final editing and document review.

Draft Rulemaking 62S-8, Florida Department of Environmental Protection (FDEP)

Program Director responsible for the oversight of a rulemaking process for FDEP Rule 62S-8 which detailed the project evaluation, scoring and ranking process for grants awarded as part of the Statewide Flooding and Sea Level Rise Resilience Plan. The rulemaking process involved collaboration with technical advisory groups, drafting rule language, conducting public workshops and collecting public comments on the Rule. The public comments were addressed and incorporated into the Rule, where appropriate. A final draft of the Rule was prepared for agency leadership approval and submittal to the Joint Administration Procedures Commission for final approval and codification.

Gadsden County Strategic Plan Update, Florida

Diane participated in the update of the County's Strategic Plan to capture the County's needs and priorities related to growth management, housing, economic development and staff development. She worked with County leadership in the development of the goals, strategies and ranking of priorities to guide the investment of County resources from 2021 to 2025. She was also responsible for implementing action items from the plans and ensuring that the Growth Management Department actions and activities were consistent with the goals and objectives of the Strategic Plan.

CHRISTINA HURLEY, AICP**Infrastructure Vulnerability Assessment and Adaptation Resiliency Plan**

Christina is a planner with expertise in hazard mitigation, climate change adaptation, and land use. She has contributed to plans at the local, regional, tribal levels. As a hazard mitigation planner with Stantec, she contributes to all aspects of the planning process. She is proficient in

ArcGIS and other available tools to assess and communicate risk and vulnerability for communities and the assets within. She has prior experience developing and implementing local ordinances and applying land use codes to proposed developments, including those designed to mitigate risk to natural hazards. Christina's expertise is further buoyed by her prior experience providing GIS support in earthquake-trend research, as well as her experience using climate data and software to assess vulnerability to climate-related hazards on a local scale. This well-rounded experience makes her well poised to assist communities with risk-reduction strategies. Ultimately, she is passionate about improving quality of life for communities by promoting resiliency.

EDUCATION

Master of City and Regional Planning, UNC Chapel Hill, NC

Bachelor of Arts, Environmental Studies, Environment and Infrastructure, UNC Chapel Hill, NC

CERTIFICATIONS & TRAINING

American Institute of Certified Planners #030812,, American Planning Association, Chicago, Illinois, 1997

PROJECT EXPERIENCE**Amtrak Climate Resilience Strategic Plan, Northeastern United States**

Christina had a lead role in the development of Amtrak's first climate resilience strategic plan for its Northeast Corridor. This project includes a climate vulnerability assessment and development of strategic actions that can be taken across Amtrak to reduce future climate impacts. A mapping platform is also being developed for staff to view climate projections from future climate scenarios along Amtrak assets. Christina contributed to facilitating roundtable discussions with key departments, developing climate resilience actions, and drafting the plan.

Sarasota County Utility AWIA Risk and Resiliency Assessment, Sarasota, Florida

Christina is serving as the lead risk assessment specialist to complete a risk and resilience assessment (RRA) for Sarasota County Utility. The RRA is being developed in accordance with America's Water Infrastructure Act (AWIA) requirements and the J-100 Standard. Christina is also contributing to the utility's emergency response plan (ERP).

FEMA Headquarters Production & Technical Services (PTS) - Risk MAP Program Implementation Support, Multiple Sites, Nationwide

Christina serves as the Stantec Region V Post Preliminary Processing lead in support of the STARR II JV. Christina coordinates with mapping partners and project managers to ensure FEMA Risk MAP programmatic criteria and deadlines are met within Region V. Christina also provides quality reviews for multiple FEMA regions with respect to materials for required for quality reviews and key decision points, including appeal periods, letters of final determination, summaries of map amendments, and revalidation letters.

High Country Regional Hazard Mitigation Plan, High Country, North Carolina

Christina assisted with the completion of the High Country, NC Regional Mitigation Plan Update. She served as the lead planner to develop the risk assessment, mitigation strategy, and plan maintenance procedures. The final product will be a FEMA-approved plan for eleven participating counties and jurisdictions including two Community Rating System (CRS) communities.

Climate and Sea Level Changes and Adaptation Recommendations for Vanuatu, Hamilton, New Zealand

Christina used proprietary software (SimClim) to develop scenario-based climate change projections at the local scale. She assisted with a project that delivered climate projections and impacts, as well as non-structural mitigation recommendations, for the island nation of Vanuatu. Her role included preparation of maps and contributing to the report and presentation.

Tallahassee AWIA Risk and Resilience Assessment, Tallahassee, Florida

Christina is serving as the lead risk assessment specialist to complete a risk and resilience assessment (RRA) for City of Tallahassee's potable water system. The RRA is being developed in accordance with America's Water Infrastructure Act (AWIA) requirements and the J-100 Standard. Christina is also contributing to the utility's emergency response plan (ERP).

Honolulu Climate Resilient Design Guidelines, Honolulu, Hawaii

Christina is contributing to the development of climate resilient design guidelines for Honolulu, which will set forth design adjustments for community assets and structures to withstand climate impacts throughout their useful life. Christina is leading research into resilient design standards best practices and is contributing to the development of a hazard exposure screening tool for this project. Climate hazards addressed through these design guidelines include sea level rise, storm surge, drought, extreme heat, and precipitation.

NICHOLAS PEREZ-ALVAREZ, AICP, LEED AP ND, CFM**Infrastructure Vulnerability Assessment and Adaptation Resiliency Plan**

Nick is an urban planner with over eight years of combined project management experience in both the public and private sectors. He is passionate about promoting a sense of civic pride and community in his work and is a proponent of projects that promote sustainability and resiliency. Nick's experience includes a variety of projects that encompass educational facilities, public open space, mobility, streetscape improvements, and campus master planning.

EDUCATION

Master of Urban and Regional Planning, University of New Orleans, New Orleans, Louisiana, 2015

Bachelor of Science, Psychology, University of Florida, Gainesville, Florida, 2009

Certified Planner #30340, American Institute of Certified Planners, 2017-Present

REGISTRATIONS

LEED AP Neighborhood Development #10947257-AP-ND, U.S. Green Building Council

Certified Floodplain Manager #US-21-12083, State of Florida

CERTIFICATIONS & TRAINING

PADI Open Water Certification, PADI Open Water Scuba Certification, West Bay, Roatan, Honduras, 2023

PROJECT EXPERIENCE**City of New Port Richey Community Redevelopment Plan Update, City of New Port Richey, Florida**

Urban Planner providing support on Implementation Plan and overall final report for Community Redevelopment Plan Update.

Village of Palmetto Bay Comprehensive Plan Update, Palmetto Bay, Florida

Urban Planner providing support on Data Inventories and Analyses as well as community engagement. The Comprehensive Plan Update. The Comprehensive Plan is a long-range planning document that provides written guidance for community decisions about land use and zoning, preservation, development, redevelopment, and funding of public facilities to support development.

City of Hallandale Beach Vulnerability Assessment & Adaptation Plan, Hallandale Beach, Florida

Stantec conducted a Vulnerability Assessment and Adaptation Plan for the City of Hallandale Beach. The goal was to assist the City in pro-actively identifying the effects of

sea-level rise on their community with the understanding that the adverse impacts of sea-level rise pose economic, social, environmental, and public health and safety challenges to the City.

New Orleans Ernest N. Morial Convention Center Linear Park , New Orleans, Louisiana

Project Manager for a multi-disciplinary team that included architects, landscape architects, civil engineers, and traffic engineers. The project repurposes 7.5 acres of roadway into a lushly landscaped, continuous pedestrian promenade along Convention Center Boulevard for the eleven-block length of the Convention Center.

SFRPC FY-23 Brownfields Assessment Grant Implementation, South Florida Regional Planning Council, Homestead, Florida

Brownfield Manager responsible for coordinating brownfield assessment grant implementation for several project sites owned by the City of Homestead Community Redevelopment Agency.

New Orleans Riverside at Federal City , Algiers Development District, New Orleans, Louisiana

Program Manager responsible for providing support to the Algiers Development District Board and staff in the coordination of RFQ's, RFP's, and stakeholder engagement for redevelopment of a former Federal Naval Base.

Xavier University of Louisiana Campus Master Plan, Xavier University of Louisiana, New Orleans, Louisiana

Project manager for a team that included architecture, landscape architecture, and traffic engineering. The campus master plan established guidelines for architecture, landscaping, and mobility.

Dillard University Campus Master Plan, Dillard University, New Orleans, Louisiana

Project manager for a team that included architecture, landscape architecture, and traffic engineering. The campus master plan established guidelines for architecture, landscaping, and mobility.

JARED BECK, AICP, FRA

Public Outreach



Jared brings a broad background that blends together creating great spaces and places with skilled and implementable long-range planning. His passion lies in urban design and redevelopment, and he's spent more than 23 years helping Florida communities achieve their visions. Jared is

a recognized subject matter expert in Community Redevelopment Agencies and the unique statutory requirements that regulate them. He's worked with communities throughout the state in assessing their redevelopment needs – downtown's, residential neighborhoods, commercial corridors, and industrial developments, in identifying appropriate redevelopment strategies and implementation plans that harnesses character defining elements in an area with feasible infill and development. His skills extend beyond policy and planning, and as a former Executive Director of a merchant-driven downtown business district, he has helped dozens of locally owned businesses succeed, managed hundreds of special events, developed and implemented marketing campaigns, and formed strategic partnerships, among an array of other accomplishments that come with activating a vibrant downtown. He recognizes the opportunity present in every downtown and has the tools to bring them to life.

EDUCATION

Bachelor of Science, Landscape Architecture, Texas Tech University, 2000

CERTIFICATIONS & TRAINING

American Institute of Certified Planner #027911, American Planning Association

Florida Redevelopment Professional Certification, Florida Redevelopment Association

PROJECT EXPERIENCE

Opa-locka Downtown Master Plan, Opa-locka, Florida

Stantec developed a vision based on market-realities and with developer and business interest to reshape Downtown. Key elements include transforming blocks of low-quality multi-family housing into mid-rise mixed-use and mixed income housing that will create the compact critical mass to support future businesses. Related tasks included a new overlay and new development and design regulations, including a shared parking program covering several zoning districts within the Downtown area.

Del Rio Comprehensive Plan, Del Rio, Texas

Stantec is currently completing the new Comprehensive Plan for the City Del Rio with key emphasis on land uses, economic development and resiliency. Atypical to most Florida Comprehensive Plans, once completed, this Comprehensive Plan will include a full implementation plan and funding sources.

Franklin Street Vision Plan, Tampa, Florida

Stantec developed the Franklin Street Vision to build on past planning efforts to revitalize historic Franklin Street in downtown by providing detailed block-by-block strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin which recognizes and compliments the Street's historic significance.

Citywide Redevelopment Areas Analysis & Recommendations, Fort Myers, Florida

Committed to achieving significant redevelopment within the City of Fort Myers, Stantec was hired to evaluate each of the nine community redevelopment areas for their current viability and develop recommendations on any modifications that may strengthen their ability to be successful. As a major undertaking, research and review of original finding of necessity's, redevelopment plans, and actions accomplished established a baseline to evaluate current success. Field surveys, data analysis, tax increment revenue forecasts and analysis, mapping, and coordination with CRA and City Staff on future capital investments, community needs, growth projections and planning efforts allowed us to develop a comprehensive report with implementable strategies for the CRA to execute in the upcoming years. Various recommendations included expansion and contraction of boundaries, sunseting of districts, and extending effective lifespans.

Northwest Manatee Plan, Manatee County, Florida

Despite the creation of numerous incentives to spur economic development on the northwest quadrant of Manatee County, little success has been achieved. Stantec was hired to completed a comprehensive study spanning from land-use and incentives to infrastructure ranging from roadways to utilities. Included in the final plan were a series of clear recommendations including specific land use and zoning criteria to provide greater flexibility to attract investment while also still fitting within the County's goals.

Dr. Martin Luther King, Jr. Boulevard Redevelopment Area Expansion & Plan Update, Fort Myers, Florida

Using the previous redevelopment plans as a base, the Stantec team worked with the community hosting multiple workshops, a project website, surveys, round-table discussions, to develop the plan update. Guided heavily by the consistent community feedback, Stantec was able to translate the community wants into implementable action steps that CRA may take. Required by Statute to develop anticipated budget plans for the life of the redevelopment area, the project team completed the economic assessment with projected revenues through the life of the redevelopment area (2044). The project team then prioritized and developed cost allocations for the 30-year life span of the redevelopment area.

VERONICA PAREDES

Public Outreach



Veronica's 18 years of experience includes all aspects of graphics design, illustration concept development, public information and technical editing. She has served as a Public Information Officer, Technical Editor, and Records Coordinator on several projects from Planning and PD&E through Design and Construction. She has provided creative services for several Public Involvement projects for FDOT ranging from the development and execution of direct-mail brochures, project fact sheets, PowerPoint presentations, publications, and stakeholder communication. Additionally, she provided GIS support service to include GIS map data exploration and analysis, visualization of real-world features, obtaining information, and communicating that information to others.

EDUCATION

Bachelor of Science, Interior Design (Minor in Hospitality Management), Florida International University, 2010

Associate of Arts, Interior Design, Miami-Dade College, 2008

CERTIFICATIONS & TRAINING

Public Involvement Training, FDOT, 2019

GIS Training, ESRI, Stantec, 2014

Records Management Policy Training, Stantec, 2014

PROJECT EXPERIENCE

Miracle Mile and Giralda Avenue Streetscape Improvements, Coral Gables, Florida

Assistant Public Involvement Officer during the design and construction of improvements to Miracle Mile (SW 24th Street) and Giralda Avenue. The project consists of drainage, lighting, irrigation and landscaping improvements, expansion of existing sidewalks, paver improvements, new street furniture, change of parking configuration from angled to parallel parking, milling and resurfacing, pavement marking and signage. Responsibilities during the design phase of the project included developing a Community Awareness Program for the City of Coral Gables and implementing a program that safeguards and informs the public of the construction impacts associated with the project and coordination with all businesses, merchants, residents, and public; a pre-construction public workshop to provide property owners and general public with an overview of the project; door to door visits to all business locations along Miracle Mile and Giralda Avenue. Responsibilities during the construction phase consists of full-time public information support in addition to afterhours support for a construction hotline.

Continuing Services Contract for Project Development & Environment (PD&E) and ETDM Support, FDOT District 4

Supporting overall contract management numerous assignments such as: development of Virtual Engagement

Practices during COVID-19 Memo; Public Involvement support; project website updates; District 4 Public Involvement Guidelines and Brochures.

Districtwide Contract Task Work Order – Public Involvement Newsletter, FDOT District 4

Technical Editor and Graphic Designer for development of three public involvement newsletters on the following topics: PD&E Process, Overall Public Involvement Opportunities & ETDM/Socio-cultural Effects Process for distribution at FDOT public meetings.

Districtwide Project Development & Environment (PD&E) Consultant, Contracts No. 1 & 2 – Public Involvement Guidelines, FDOT District 4

Technical Editor and Graphic Designer for the development of the District 4 Public Involvement Guidelines. The guidelines included sample documents such as: invitations, event checklist, save-the-date flyer, agenda, participant survey, newspaper ads, and others.

Office of Environmental Management (OEM) Consultant Contract, FDOT Central Office

Public Involvement Officer, Technical Editor and graphics support for OEM in preparation of documents, PowerPoint training presentations and handouts. Served as technical editor and graphic designer for a white paper documenting our team's research into the Surface Transportation Project Delivery Program open to states under the Moving Ahead for Progress in the 21st Century Act (MAP-21). In addition, responsibilities included graphics support to complete the application for the program. Also assisted OEM with the reorganization of Part 1 and Part 2 of FDOT's Project Development and Environment Manual and technical support for chapter updates.

Interstate Program, FDOT District 1

Assistant Public Involvement Officer for interstate study projects, including providing technical assistance, data, information, and materials necessary for the day-to-day exchange of information with the public, agencies, elected officials, and other stakeholders to keep them informed throughout the process. Developed Communication Plan for FDOT District 1 who is embarking on a program that will lead to the long-term build out of the interstate corridors in Southwest Florida, first envisioned by prior planning studies. This effort will allow District 1 to analyze and put in place an integrated and comprehensive transportation solution, that meets the needs of the near term, and accommodate the evolving and innovative transportation solutions of tomorrow.

STEPHANIE DE LA ROSA

Public Outreach



Stephanie has more than 18 years of experience in planning, urban design, architecture, and interior design. She has contributed to the design development of private and public projects including building renovations, social housing, and public facilities. She also assists in the development of master plans for single-use and mixed-use projects. Having worked as a municipal planner for the City of Doral, Florida, Stephanie has a deep understanding of local requirements and the processes for developing a plan and bringing it to life while fulfilling the vision of local authorities. Stephanie has experience with public outreach and public engagement on various projects, including translating information to Creole.

EDUCATION

Formation HMONP, Ecole Nationale Supérieure d'Architecture de Paris la Villette, Paris, 2011

Master's degree in Architecture, Ecole Nationale Supérieure d'Architecture de Paris la Villette, Paris, 2008

Bachelors, Architecture, Ecole Nationale Supérieure d'Architecture de Paris la Villette, Paris, 2006

Architecture, Florida International University, Miami, Florida, 2004

Baccalaureat (High School Diploma), Major in Sciences, Lycée Français de Saint Domingue, Santo Domingo, 2001

PROJECT EXPERIENCE

City of Doral Comprehensive Plan and Land Development Regulations, Doral, Florida

As Planner, Stephanie was tasked with planning duties in connection with the interpretation and implementation of the Comprehensive Plan and Land Development Regulations. Main duties she performed included assess the City Comprehensive Plan. She reviewed the permits for conformance to zoning regulations. Stephanie also provided assistance to applicants, residences and interested stakeholders, throughout the development review process. She represented the Planning Department at various meetings, including civic and homeowner association meetings. She responded to inquiries from the public regarding planning and zoning activities. Stephanie researched and did analysis related to physical, social, and economic issues. She also prepared statistical data on land use, physical, social and economic issues. She also prepared technical studies and reports as necessary. Stephanie also perform zoning inspections.

Merritt Island Redevelopment Agency Brownfield Reuse Planning, Merritt Island, Florida

Stephanie was responsible for site planning for the Griffis Landing Brownfields Redevelopment Planning - Ms. Apples Crabshack Redevelopment project.

79th Street Vision Plan, 79th Street Corridor Neighborhood Initiative, Inc., Miami, Florida

Stephanie provided site planning and design for this project.

Homestead LIVE, City of Homestead, Florida

Stephanie was responsible for site plan development for a community gathering space in the City of Homestead.

Skyplex Land Development Strategy, Fort Myers, Florida

Stephanie provided master site plan design development for this project.

ERIC HERSH, PhD, PE

Stormwater Modeling



Eric is a water resources engineer with experience in both private industry as a consulting engineer and in academia as a researcher and educator. He has specific expertise in water resources planning and management, with a focus on water supply and availability analyses, studies of climate

variability and climate impacts, water supply risk assessment, environmental flow studies, and drought assessment and planning for federal, state, municipal, and private clients. Prior to joining Stantec, Eric was a faculty member and researcher at the University of Texas at Austin. Eric has authored or co-authored over 20 peer-reviewed and/or technical publications and delivered over 40 conference presentations and papers.

EDUCATION

Doctorate of Philosophy, Civil Engineering, The University of Texas at Austin, Austin, Texas, 2012

Master of Science, Environmental and Water Resources Engineering, The University of Texas at Austin, Austin, Texas, 2007

Bachelor of Science, Civil Engineering and Environmental Studies, Tufts University, Medford, Massachusetts, 2001

REGISTRATIONS

Professional Engineer #127630, State of Texas

Professional Engineer #48246, State of Massachusetts

PROJECT EXPERIENCE

Town of Hampton Flood Mitigation Study, New Hampshire

A coastal and pluvial flood mitigation engineering study in a beach community. This project involved performing an aerial survey and hydraulic analyses for a portion of the beach area, which has historically experienced both rainfall-related and coastal flooding. Eric assessed flooding conditions and designed cost-effective alternatives to alleviate flooding, which included subsurface infiltration and the installation of storm sewers.

Jordan Pond Restoration Study/Pond Management Plan, City of Shrewsbury, Shrewsbury, Massachusetts

A diagnostic/feasibility study for the restoration of Jordan Pond, a small pond in a highly urbanized watershed. Eric served as the lead engineer on this project, which involved biological and bathymetric surveys, water quality and sediment sampling and data analysis, assessment of nutrient and bacteria loading, and both watershed and in-pond management alternatives analysis and recommendations. Eric coordinated and communicated extensively with the Watershed Association and other local stakeholders.

Little River System Integrated Water Resources Plan, Brazos River Authority, Texas

Eric is leading overall project delivery for an IWRP which will guide development of additional water supplies to serve the Little River Watershed subsystem of the Brazos River Basin, which is home to some of the fastest growing communities in central Texas and the US. The LRS IWRP is evaluating a broad range of water supply and demand scenarios and will provide a framework for water supply project evaluation and prioritization.

Cedar Ridge Reservoir Third Party EIS, USACE - Fort Worth District, Abilene, Texas

Eric helped develop a third-party environmental impact statement (EIS) for a proposed reservoir in the Brazos River Basin. This included evaluating water demand and supply in support of a Section 404 permit. Eric coauthored a study on "Incorporating Climate Change into Project Purpose and Need" to assess regional climate change projections, determine the existing water supply portfolio sensitivity to climate change, and identify and explore options to incorporate climate change uncertainty into the EIS.

Potential Water-Related Risks Associated with Climate Change to the Power Industry, Electric Power Research Institute (EPRI), Nationwide

Eric led a team that investigated the potential effects of climate change on water resources on a regional basis across the US and performed a qualitative risk assessment. The assessment included identifying potential risks to thermal generating, hydroelectric, land-based renewable generating, and transmission and distribution facilities, including severity and likelihood. The approach allowed for comparison of risks across a portfolio and for future prioritization of adaptation strategies.

Water Risk Assessment, Confidential Industrial Client, Texas

Eric led water risk assessments for two potential industrial sites, including a technical review of existing information to evaluate water supply risk. The assessments focused on water supply reliability and related risks over the next 25 years and included qualitative and quantitative components at the regional, utility level, and site-specific scale. The project also developed mitigation strategies to minimize water risk.

Water Stewardship Assessment and Water Safety Plan Development, BHP, USA and Canada (10 sites)

Eric is part of a team developing and implementing Water Safety Plans (WSPs) based on World Health Organization (WHO) Drinking Water Quality Guidelines for 10 legacy mine sites and offices across the US and Canada. Eric is involved with drinking water system risk assessment, source water assessment, and water quality controls and recommendations.

JORDAN CORBY, PE, PMP**Stormwater Modeling**

Jordan's background includes executing the design, permitting and construction management of stormwater projects including hydraulic modeling with ICPR and production of permit plans with AutoCAD and ArcGIS. Hands-on experience with assessment of on-site conditions to

effectively design and plan projects as well as the coordination of sub-consultants. Project objectives include flood alleviation, increased stormwater storage capacity, sediment loading reduction and maintenance improvements. Jordan takes pride in his designs, with a special attention to detail and data collection methodologies.

EDUCATION

Bachelor of Science, Environmental Engineering, University at Buffalo, Buffalo, New York, 2010

Bachelor of Arts, History, University at Buffalo, Buffalo, New York, 2005

REGISTRATIONS

Professional Engineer #79330, State of Florida

Professional Engineer #53600, State of Colorado

CERTIFICATIONS & TRAINING

Project Management Institute - Project Management Professional, Newtown Square, Pennsylvania, 2018

NASSCO Pipeline, Lateral & Manhole Assessment Certification Program, Marriotsville, Maryland, 2017

Florida Department of Transportation Temporary Traffic Control Advanced Course, University of Florida Transportation Institute, Florida, 2017

ICPR4 Hands-on Workshop, Streamline Technologies, Inc., Clearwater, Florida, 2016

Arc GIS Arc Hydro Training, Environmental Systems Research Institute (ESRI), Sarasota, Florida, 2015

PROJECT EXPERIENCE**Coordination of Stormwater Planning and Regulatory activities within Sarasota Bay Watershed, Sarasota County, Florida**

Watershed Coordinator responsible for coordinating watershed model updates, planning activities, site and development reviews, coordination within multiple internal departments and coordination with external governmental agencies and clients for all activities within the Sarasota Bay Watershed, including Phillippi Creek, Hudson Bayou, Whitaker Bayou, Coastal Fringe/Sarasota Bay, and Roberts Bay North. Watershed modeling activities included reviewing the Phillippi Creek Watershed model update tasks as submitted, and providing technical comments to the consultant. Other activities include coordinating with the GIS staff to maintain the County's GWIS database to be consistent with the record models. Development review activities include reviewing Land

Development Services (LDS) Site and Development projects for consistency with the Land Development Regulations and Watershed Models, and providing written technical comments to LDS in relation to any discrepancies.

Analysis of Storm Sewer Resiliency for Tottenville Shoreline Improvements, Tottenville, New York

Project Engineer responsible for developing a stormwater model for a coastal watershed area of approximately 520 acres. ICPR4 software was used to develop an existing conditions model, which was then calibrated to field data and verified. A second model based on the proposed shoreline improvements was developed in order to determine impacts to the existing flooding conditions. The overall watershed was divided into 432 subbasins ranging in size from 0.07 to 16.4 acres with 1431 links representing pipes, drop structure inlets, channels and overland weir connections. Arc Map GIS with Arc Hydro tools were utilized for the management and processing of various types of data including but not limited to LiDAR, drainage asset data from NYCDEP, soils data from NRCS, and field survey.

Central County Solid Waste Disposal Center (CCSWDC) North Borrow Area Permitting and Design, Sarasota, Florida

Project Engineer for the design and permitting of the CCSWDC north Borrow Area. Developed revised existing conditions stormwater model and proposed conditions stormwater model to show no adverse impacts to upstream and downstream areas in the Dona Bay Watershed due to the project.

Hallandale Five-Year Stormwater Master Plan, Hallandale Beach, Florida

Developed a Five-Year Stormwater Master Plan to provide the City with the ability to clearly identify, prioritize and address issues related to the City's stormwater resources. Included development of ICPR model covering entire City, infrastructure survey, stormwater infrastructure asset GIS application development. Updated the 100-year, 24-hour floodplain, developed a capital improvement plan and prioritized maintenance activities. Developed a cost benefit application incorporating flood and surge considerations and measurable water quality and quantity benefits. Identified BMP alternatives for cost effective flood protection improvements.

Fort Hamer Road Extension Segment C Drainage Design, Manatee County, Manatee County, Florida

Project Engineer responsible for drainage design and permitting support of approximately 4000 ft roadway segment with six stormwater retention ponds and wetland impacts. Southwest Florida Water Management District Environmental Resource Permit application package efforts included hydraulic modeling to demonstrate no adverse stage increases by utilizing ICPR3 and Arc GIS software,, water quality treatment calculations utilizing BMPTRAINS, as well as construction plan input and reporting.



**TAB 6:
SCHEDULE**

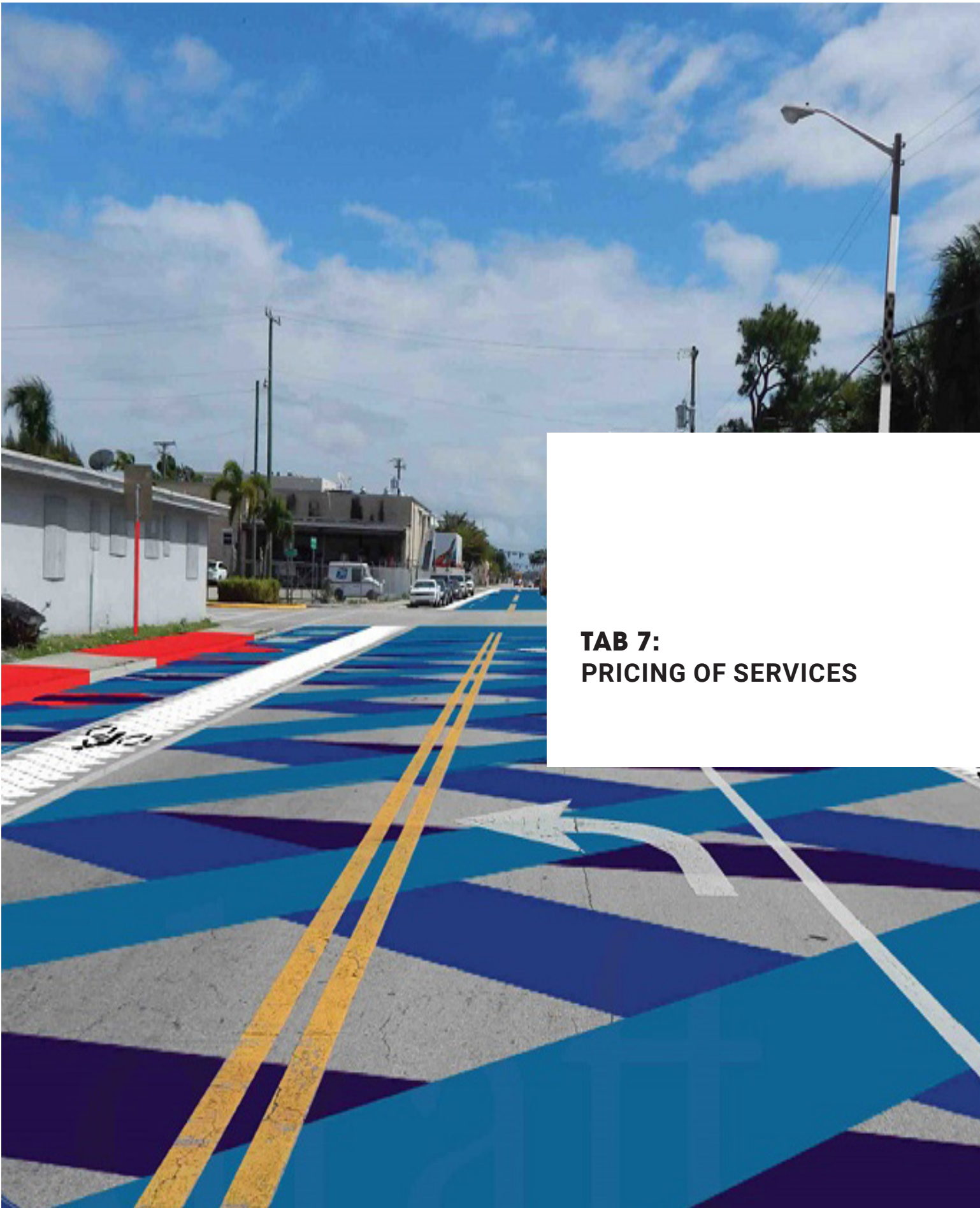
6 SCHEDULE

The schedule below outlines our preliminary plan for completing the scope of services as outlined in the Request for Proposals. Our team is able to begin services on this contract as of June 2024, and we are confident that we can meet the proposed end date of February 28, 2025.

REQUIRED TASKS		2024							2025	
		J	J	A	S	O	N	D	J	F
TASK 1	Kick off meeting with Staff	◆								
	Internal Coordination Meetings									
TASK 2	Background Data Acquisition									
	Data Collection and Gap Analysis									
	Deliverable 1			★						
TASK 3	Exposure and Sensitivity Analysis									
	Sensitivity, Exposure Analysis and Risk Assessment									
	Deliverable 2					★				
TASK 4	Public Presentation and Outreach Meetings					◆			◆	
	Public Outreach/Community Engagement Technical Memorandum									
	Deliverable 3					★				
TASK 5	Final Critical Infrastructure Vulnerability, Adaptation and Resiliency Plan									
	Final Report									
	Deliverable 4									★

Legend:

- ◆ Meeting
- Task Duration
- ★ Deliverable



**TAB 7:
PRICING OF SERVICES**

PROPOSAL PRICING

RFP Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

Stantec submits the following prices for the work described in this solicitation:

Tasks		Total
Task 1	Internal Coordination Meetings	\$ 10,000
Task 2	Acquire Background Data	\$ 3,500
Task 3	Exposure and Sensitivity Analyses	\$ 76,500
Task 4	Public Presentation and Outreach Meetings (English, Spanish, and Creole Required In-Person Meetings/ Presentations and/or Activities Required)	\$ 20,000
Task 5	Final Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan including but not limited to Maps, Tables, and recommendations for improvements	\$ 85,000
Total		\$ 195,000

Additional Services	Hourly or Lump Sum
\$ N/A	
\$	
\$	
\$	
\$	
\$	



**TAB 8:
REFERENCES**

City of Key West

Allison Higgins, Sustainability Coordinator, Planning Department
1300 White Street, Key West, FL 33040
(O) 305.809.3726
ahiggins@cityofkeywest-fl.gov

Duval Street Resiliency and Revitalization Plan: This project aims is to recommend renovations that will preserve and augment the historic Duval corridor while improving its resilience and infrastructure. The Resiliency and Revitalization Plan will include a vulnerability assessment, drainage, multimodal planning, historic preservation, streetscape / landscape architecture, and public outreach.

City of Florida City Community Redevelopment Agency

Jon Ward, Executive Director
404 West Palm Drive, Florida City, FL 33034-3346
(O) 305.247.8221 // (C) 786.658.2312
craexdir@floridacityfl.gov

Comprehensive Vulnerability Assessment which considered flooding impacts due to storm surge, extreme rainfall, tidal events and sea level rise on the City's physical and environmental infrastructure, municipal utilities, historical sites, and community operations centers. Stantec hosted two public workshops which included technical presentations, survey questionnaires, flood maps and graphics. The resulting report evaluated the adaptive capacity of exposed assets and prioritized the most critical infrastructure needs to assist community leaders in developing strategies to build a more resilient community.

City of North Port

Danny Quick, PE, City Engineer
1100 N. Chamberlain Blvd., North Port, FL 34286
941.240.8076
dquick@northportfl.gov

Stantec is leading the development of a Vulnerability Assessment and Adaptation Plan for the City of North Port, Florida located in Sarasota County. This study includes identification of critical assets, an exposure and sensitivity analysis, public involvement activities and the identification of resilient strategies to protect its coastal and inland environments. Recommended strategies will be integrated into the City's Comprehensive Plan.

City of Opa-locka Community Redevelopment Agency

Corion DeLaine, CRA Manager
780 Fisherman Street, Opa-Locka, FL 33054
305.953.2868, x1503
cdelaine@opalockafl.gov

Project included redevelopment Plan update including market analysis, downtown-wide parking strategy, and funding plan. Stantec developed a vision based on market-realities and with developer and business interest to reshape Downtown. Key elements include transforming blocks of low-quality multi-family housing into mid-rise mixed-use and mixed income housing that will create the compact critical mass to support future businesses. Related tasks included a new overlay and new development and design regulations, including a shared parking program covering several zoning districts within the Downtown area.



**TAB 9:
FORMS**

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: Stantec Consulting Services Inc.

Address: 901 Ponce de Leon Boulevard, Suite 900

City, State, Zip: Coral Gables, FL 33134 Phone/Fax: (305) 445-2900 / (305) 445-3366

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, indicate:

Date of Incorporation: 8/27/1929 State in which Incorporated: New York

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 11/14/2001

5. Name and Title of Principal Officers

Date Elected:

Please see list on following page

6. The length of time in business: 70 years years

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

68 years 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. Please see references on Tab 8

9. A copy of County and/or Municipal Occupational License(s) Attached following the list of officers

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.

Principal Officers

Full Name	Office Held	Appointment Date
Lerner, Stuart E	Director	2020-01-01
Stone, Jeffrey P	Director	2011-06-01
Johnston, Gordon A.	President	2018-01-01
Lerner, Stuart E	Chief Operating Officer - North America	2020-01-01
Schefer, Catherine M.	Chief Operating Officer - Global	2020-01-01
Take, John D.	Chief Growth & Innovation Officer	2022-07-01
Samji, Asifa	Chief People & Inclusion Officer	2022-07-01
Fleck, Steve	Chief Practice and Project Officer	2018-01-01
McDonald, Chris	Chief Information Officer	2014-03-03
Kalyana, Shankar	Chief Technology Officer	2023-10-02
Castro, Leonard	Executive Vice President	2016-01-01
Davert, Jr., Marshall W.	Executive Vice President	2017-02-11
Emery, David J.	Executive Vice President	2023-05-27
Finis, Mario	Executive Vice President	2020-01-01
Fleck, Steve	Executive Vice President	2015-07-04
Lerner, Stuart E	Executive Vice President	2018-01-01
Morisebak, Bjorn	Executive Vice President	2021-03-20
Reisbord, Susan	Executive Vice President	2022-04-30
Roberts, Ryan	Executive Vice President	2022-02-01
Samji, Asifa	Executive Vice President	2021-03-20
Schefer, Catherine M.	Executive Vice President	2017-11-15
Take, John D.	Executive Vice President	2020-01-01
Walter, Susan	Executive Vice President	2020-01-01
Lerner, Stuart E	Chief Executive Officer - Engineering	2023-01-09
Means, Jerome	Chief Executive Officer - Surveying	2016-01-11
Alpern, Paul J.D.	Senior Vice President	2014-03-03
Bernier, David R.	Senior Vice President	2019-01-31
Blaszczyk, Paul R.	Senior Vice President	2023-04-01
Bock, Clayton A.	Senior Vice President	2017-02-11
Bokor, Peter	Senior Vice President	2023-01-30
Corser, Patrick G.	Senior Vice President	2017-02-11
De Hayr, Luke	Senior Vice President	2022-04-30
DeKeyser, Paul	Senior Vice President	2017-02-11
Geller, Joseph	Senior Vice President	2018-01-01
Gould, Harris J. (Josh)	Senior Vice President	2021-02-20
Hanula, John	Senior Vice President	2017-02-11
Hersey, Jonathan (Andy) A.	Senior Vice President	2021-10-02
Howe, Peter J	Senior Vice President	2022-10-01
Irvine, David	Senior Vice President	2018-05-05
Jaegerman, Adriana	Senior Vice President	2022-04-02
Johnson, Michael	Senior Vice President	2023-09-30
Josephs, Jennifer Leigh	Senior Vice President	2023-09-30

Full Name	Office Held	Appointment Date
Kalyana, Shankar	Senior Vice President	2023-10-02
McDonald, Chris	Senior Vice President	2014-03-03
Montgomery, John S	Senior Vice President	2016-07-11
Mullins, Robert	Senior Vice President	2016-07-11
Newbery, Michael J.	Senior Vice President	2018-01-01
Norris, Brian	Senior Vice President	2020-04-04
Obermeyer, James R.	Senior Vice President	2017-02-11
Perciavalle, Philip (Pete) R.	Senior Vice President	2018-10-20
Punyamurthula, Sujana	Senior Vice President	2022-02-07
Robinson, Marilyn F.	Senior Vice President	2019-08-02
Sabin, Carrie	Senior Vice President	2024-03-30
Shively, Kari D.	Senior Vice President	2022-04-02
Simm, Robert A	Senior Vice President	2016-07-11
Smith, David Anthony	Senior Vice President	2017-02-11
Snow, Joseph Russell (Russell)	Senior Vice President	2020-06-27
Storlid, Scott	Senior Vice President	2016-07-11
Tarbox, Glenn S.	Senior Vice President	2017-02-11
Travers, Matthew D.	Senior Vice President	2020-06-27
Uglevich, Joseph (Joe)	Senior Vice President	2022-10-01
Umble, Arthur	Senior Vice President	2019-07-04
Watson, Mike B.	Senior Vice President	2018-01-01
Williams, Christopher	Senior Vice President	2019-11-11
Wilson, Andrew C.	Senior Vice President	2020-02-08
Aceto, Frank	Vice President	2010-01-20
Benkosky, Rusty	Vice President	2021-07-01
Burnham, Andrew	Vice President	2024-01-18
Campbell, Amy	Vice President	2024-01-18
Castella, Ramon	Vice President	2023-07-19
Dargie, David C	Vice President	2024-02-16
Dean, Anil	Vice President	2023-04-06
Hachenburg, Becky Jeanne	Vice President	2019-12-02
Holmes, Megan	Vice President	2023-09-11
McIlroy, Sarah Anne	Vice President	2021-10-01
Peyton, Scott D.	Vice President	2021-10-01
Reagan, Michael J.	Vice President	2010-12-06
Stone, Jeffrey P	Vice President	2017-08-02
Wilhoit, Kristopher	Vice President	2023-07-19
Buttari, Scott	Senior Principal	2019-04-03
Einarson, Cecilia	Senior Principal	2023-10-19
Hoang, Long V	Senior Principal	2022-06-16
Kennedy, David	Senior Principal	2023-04-06
Stoker, Douglas E	Senior Principal	2023-07-19
Cunningham, Robert R.	Principal	2012-02-27
Shadix, Steven (Steve)	Principal	2020-04-09

Full Name	Office Held	Appointment Date
Varsa, Stephen (Steve)	Principal	2022-01-11
Brown, Linda	Senior Associate	2020-05-19
Schneider, Jason	Senior Associate	2020-04-09
Sebourn, Gregory C	Senior Associate	2023-04-06
VanElders, Kelly	Senior Associate	2020-04-09
Vernon, Matthew J.	Senior Associate	2021-07-01
Means, Jerome	Associate	2016-01-11
Kennedy, Michael A	Account Manager	2023-05-27
Gerlach, Ally	Director, Taxation	2023-10-03
Webb, Geraldine V.	Right of Way Officer	2013-01-15
Aceto, Michael	Corporate Counsel	2021-11-29
Archer, David	Corporate Counsel	2017-02-11
Bilek, Eli	Corporate Counsel	2021-04-05
Butler, William A	Corporate Counsel	2008-08-25
Curran, Thomas	Corporate Counsel	2017-05-12
Edwards, William J.	Corporate Counsel	2009-04-15
Hall-Sturt, Victoria Jayne	Corporate Counsel	2023-06-06
Hite, Cate	Corporate Counsel	2015-01-21
Rogers II, Charles B. (Chad)	Corporate Counsel	2021-01-01
Jaureguiberry, Agustina	Corporate Counsel	2023-06-06
LaFrance, Katharine	Corporate Counsel	2014-03-03
Leonard, Christy J.	Corporate Counsel	2004-09-01
Oygen, Amy	Corporate Counsel	2017-07-04
Ray, Robert J.	Corporate Counsel	2010-12-06
Sanchez, Corey R.	Corporate Counsel	2017-02-11
Storey, Matthew	Corporate Counsel	2017-05-12
Larson, Brian	Employee	2023-01-09
Heisler, Christopher O.	Secretary	2017-02-11
Stone, Jeffrey P	Assistant Secretary	2012-08-23
Jang, Theresa	Treasurer	2019-01-01

Business Tax Licenses

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



7090459

RECEIPT NO.

RENEWAL

1852467

BUSINESS NAME/LOCATION

STANTEC CONSULTING

SERVICES INC

901 PONCE DE LEON BLVD STE

900

CORAL GABLES, FL

33134-3070

**EXPIRES****SEPTEMBER 30, 2024**

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNERSTANTEC CONSULTING SERVICES
INC**SEC. TYPE OF BUSINESS**

212

P.A./CORP/PARTNERSHI
P/FIRM**PAYMENT RECEIVED
BY TAX COLLECTOR**

49.50 10/12/2023

Employee(s)

1

AA26002609

INT-24-005923

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



DETACH HERE AND DISPLAY RECEIPT IN A CONSPICUOUS PLACE

**CITY OF CORAL GABLES, FLORIDA****LOCAL BUSINESS TAX RECEIPT****ANNUAL FIRE INSPECTION FEE RECEIPT**
THIS IS NOT A BILL-DO NOT PAYCUST. NO. 213192
RECEIPT NO.
BT-0025011089**2023-2024****BUSINESS NAME:** STANTEC CONSULTING SERVICES INC**LOCATION:** 901 PONCE DE LEON BLVD**DBA NAME:** STANTEC

400/900/201/203

CLASSIFICATION:

1 Professional Service Corporati

NO. OF UNITS**UNIT DESCRIPTION****AMOUNT PAID:** \$ 574.802
3
4
5
6**SQUARE FOOTAGE OF SPACE:** 22755**BUSINESS TAX RECPT RENEWAL**VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2024

** This receipt does not constitute authority to begin operating at this location without a
Certificate of Use and Inspection Approval **

**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.

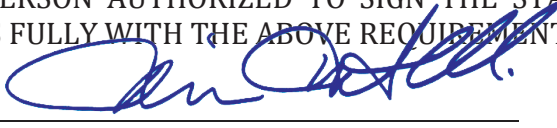
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer 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 Ramon Castella, PE, ENV SP, LEED AP, Vice President

**CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM**

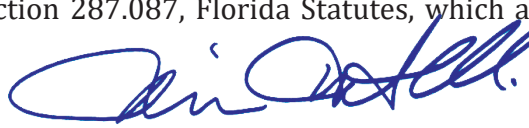
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Opa-locka for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace 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 Ramon Castella, PE, ENV SP, LEED AP
 the Vice President of Stantec Consulting Services Inc.
 (Title/Position) (Company)

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

May 3, 2024
Date


Signature

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

- (1) He/She/They is/are the Vice President
(Owner, Partner, Officer, Representative or Agent) of
Stantec Consulting Services Inc. 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:

Grace Morales
Witness
[Signature]
Witness
[Signature]

By: [Signature]
Signature

Ramon Castella, PE, ENV SP, LEED AP, Vice President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

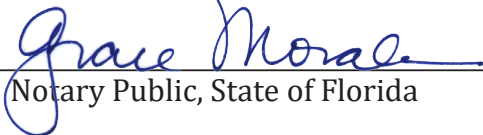
I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters with the City of Opa-locka. The same shall affirmatively comply 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: Ramon Castella, PE, ENV SP, LEED AP, Vice President

Sworn and subscribed before this

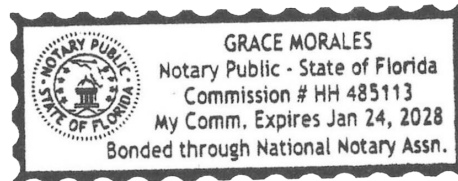
3rd day of May, 2024


Notary Public, State of Florida

Grace Morales

(Printed Name)

My commission expires: 1/24/2028



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.

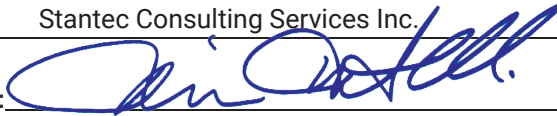
“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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: Stantec Consulting Services Inc.

Authorized Signature: 

Print Name: Ramon Castella, PE, ENV SP, LEED AP

Title: Vice President

Date: May 3, 2024

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

- (1) He/She/They is/are the Vice President
(Owner, Partner, Officer, Representative or Agent) of
Stantec Consulting Services Inc. 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:

Grace Morales
Witness
[Signature]
Witness

By: [Signature]
Signature

Ramon Castella, PE, ENV SP, LEED AP, Vice President
Print Name and Title

NUMBER OF OFFICE STAFF

DISCIPLINE / # OF STAFF	CORAL GABLES	MIAMI	TAMPA	TALLAHASSEE
Administrative	25	11	38	7
Architect	1	34	0	0
Biologist	2	0	1	0
CAD Technician	6	0	7	3
Chemical Engineer	1	1	3	0
Civil Engineer	24	0	26	12
Computer Programmer	1	3	2	0
Construction Inspector	4	0	3	0
Electrical Engineer	0	2	1	0
Environmental Engineer	0	0	1	0
Environmental Scientist	11	0	3	1
Geotechnical Engineer	0	0	1	0
GIS Specialist	0	0	5	0
Hydrologist	1	0	2	0
Interior Designer	0	1	0	0
Land Surveyor	0	0	14	1
Landscape Architect	0	2	0	0
Mechanical Engineer	0	4	9	0
Planner, Urban/Regional	2	3	8	0
Project Manager	5	1	15	3
Structural Engineer	7	7	4	0
Technician/Analyst	1	1	0	0
TOTAL	91	70	143	27

OUR CERTIFICATIONS

State of Florida Department of State

I certify from the records of this office that STANTEC CONSULTING SERVICES INC. is a New York corporation authorized to transact business in the State of Florida, qualified on November 14, 2001.

The document number of this corporation is F01000005948.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 22, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of February,
2024*



[Signature]
Secretary of State

Tracking Number: 2701321795CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Stantec - Proof of Authorization
to Transact Business in the State of Florida

FLORIDA
Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

2:56:00 PM 4/25/2024

ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: STANTEC CONSULTING SERVICES INC. (Primary Name)

Main Address: 410 17 STREET
STE 14
DENVER Colorado 80202

County: OUT OF STATE

License Mailing: 410 17 STREET
STE 1400
DENVER CO 80202

County: OUT OF STATE

License Information

License Type: Engineering Business Registry

Rank: Registry

License Number: 27013

Status: Current

Licensure Date: 05/30/2006

Expires:



Stantec - State of Florida
Board of Professional Engineers Certification

Business Tax Licenses

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7090459

RECEIPT NO.
RENEWAL
1852467**BUSINESS NAME/LOCATION**
STANTEC CONSULTING
SERVICES INC901 PONCE DE LEON BLVD STE
900
CORAL GABLES, FL
33134-3070**EXPIRES**
SEPTEMBER 30, 2024Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**
STANTEC CONSULTING SERVICES
INC**SEC. TYPE OF BUSINESS**212 P.A./CORP/PARTNERSHI
P/FIRM**PAYMENT RECEIVED
BY TAX COLLECTOR**49.50 10/12/2023
INT-24-005923

Employee(s) 1

AA26002609

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



DETACH HERE AND DISPLAY RECEIPT IN A CONSPICUOUS PLACE

**CITY OF CORAL GABLES, FLORIDA****LOCAL BUSINESS TAX RECEIPT****ANNUAL FIRE INSPECTION FEE RECEIPT**
THIS IS NOT A BILL-DO NOT PAYCUST. NO. 213192
RECEIPT NO.
BT-0025011089**2023-2024****BUSINESS NAME:** STANTEC CONSULTING SERVICES INC**LOCATION:** 901 PONCE DE LEON BLVD**DBA NAME:** STANTEC

400/900/201/203

CLASSIFICATION:

1 Professional Service Corporati

NO. OF UNITS**UNIT DESCRIPTION****AMOUNT PAID:** \$ 574.802
3
4
5
6**SQUARE FOOTAGE OF SPACE:** 22755**BUSINESS TAX RECPT RENEWAL****VALID ONLY AT LOCATION ABOVE.**
RECEIPT EXPIRES 09/30/2024

** This receipt does not constitute authority to begin operating at this location without a
Certificate of Use and Inspection Approval **



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No): INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Berkshire Hathaway Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674 22276
--	---	---------------------------------

COVERAGES**CERTIFICATE NUMBER:** 14193567**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	47 - GLO-307584	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	47 - UMO-307585	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2024 5/1/2024	5/1/2025 5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14193567
TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Insurance Company INSURER B: AIG Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C. No): NAIC # 22276 26883
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427 SCSI GENERIC - \$3M		

COVERAGES**CERTIFICATE NUMBER:** 14181323**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2023	10/1/2024	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**14181323
TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM**

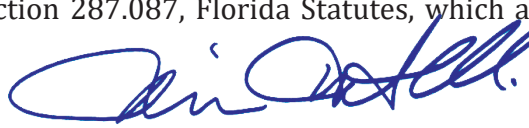
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Opa-locka for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace 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 Ramon Castella, PE, ENV SP, LEED AP
 the Vice President of Stantec Consulting Services Inc.
 (Title/Position) (Company)

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

May 3, 2024
Date


Signature

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".

Stantec confirms that it is not on the Convicted Vendor List.

Signed: 

Name & Title: Ramon Castella, PE, ENV SP, LEED AP, Vice President

Date: May 13, 2024

SUBMITTED TO:



**City of Opa-Locka
Critical Infrastructure Vulnerability Assessment, Adaptation
and Resiliency Plan
RFP 24-0513200**

SUBMITTED BY:



Engineering Inspired Design.

MAY 13, 2024

**Alex Lazowick, PE, PMP, ENV SP
5805 Blue Lagoon Drive, Suite 218
Miami, FL 33126
305.667.5474
marketing@keithteam.com**

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Letter of Transmittal





City of Opa-Locka

RFP No: 24-0513200

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

May 13, 2024

Dear Selection Committee Members,

Keith and Associates, Inc., dba KEITH, is pleased to present our team submittal for the Request for Qualifications for the City of Opa-Locka RFP NO: 24-0513200 Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan. Our extensive experience in local vulnerability assessments, particularly with municipalities in South Florida, positions us as a reliable and knowledgeable partner for this critical infrastructure project. Over the past several years, the City of Opa-Locka has continued to reshape the community by reinvesting in the public realm. We applaud the City for continuing to value key assets for the community to ensure the City and its residents' future success.

Throughout the firm's more than sixty-year history, KEITH has been awarded numerous municipal services contracts. As one of the veteran trans-disciplinary consulting firms in Broward and Miami-Dade Counties, KEITH is exceptionally qualified to meet the City's needs. Our team's familiarity with providing similar services and our knowledge of FDEP's Resilient Florida grant requirements and 380.093 F.S. requirements, combined with our proven methodology in performing vulnerability assessments, identifying adaptation strategies and developing resiliency plans provide us with valuable insight into your project needs and requirements. This translates into an absolute minimal learning curve which can save the City precious resources such as time and money. Moreover, our community involvement extends well beyond the profession, as we are active in various organizations on a philanthropic and community support level. This support is witnessed in the time, talent, and treasure that KEITH continues to give back.

KEITH recognizes that our primary responsibility in this contract will be to provide accurate and timely responsive service to the City to deliver a statutorily compliant Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan. Services for this contract will be based out of our Miami office, led by Kelly Cranford, PE, ENV SP, as the project manager. Careful consideration of particular project conditions, scopes and the assignment of a responsive point of contact are necessary components in developing innovative project solutions and procedures to complete the project most efficiently, and to maximize the City's benefit.

KEITH has worked with numerous firms over our sixty-year history, and we leveraged these relationships to assemble a team that will effectively deliver the City's Vulnerability Assessment. Our team's strength is our collective municipal experience, experience with vulnerability assessments, and our experience working together. For this vulnerability assessment, Taylor Engineering will lead the modeling efforts for the Exposure and Sensitivity analyses scope. Taylor Engineering will utilize previous hydraulic modeling experience in Opa-Locka through the South Florida Water Management District. Taylor Engineering has been on the resiliency forefront in Florida and worked with the Florida Department of Environmental Protection (FDEP) to create a standard approach to performing vulnerability assessments. This was adopted into the "Standardized Vulnerability Assessment: Scope of Work Guidance" handbook that FDEP provides to consultants and communities. Garth Solutions

will lead the Public Presentation and Outreach scope. Garth Solutions is a South Florida firm leading public outreach efforts in multiple projects throughout Broward, Miami-Dade, and Collier Counties. Brizaga will lead the Adaptation and Resilience scope. Brizaga is a South Florida firm recognized for its regional resilience expertise. This strategic teaming partnership brings the City extensive hydraulic modeling capabilities, expertise in identifying at-risk and critical assets and developing adaptation strategies, and strong communication and public outreach to support this contract. We are confident we will meet and follow the vulnerability assessment requirements and guidelines as our team wrote the FDEP handbook on the subject. Our approach will align with the highest standards and industry best practices. Our strong experience and familiarity with the area will allow us to be efficient and cost-effective and pass these benefits and savings onto the City.

At KEITH, we bring decades of experience, emphasizing municipal, multi-tasked contracts, providing the necessary leadership to execute this continuing services contract effectively. We bring to you the personal commitment of ourselves, our firm, and our long-standing accountability reputation. We further believe authenticity is what is needed in any project to reflect the location, culture, and diverse community. The KEITH Team has been curated to balance context and forward-thinking ideas, practical experience, and commitment to excellence, which aims to support the significant anticipated growth of the City of Opa-Locka over the next 20 years and build a resilient environment that will be ready to face the growing threat of flooding from changing conditions in the climate.

Best Regards,

A handwritten signature in black ink that reads "Alex Lazowick". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Alex Lazowick, PE, PMP, ENV SP
CEO/President
5805 Blue Lagoon Drive, Suite 218
Miami, FL 33126
305.667.5474
ALazowick@keithteam.com

A grayscale photograph of a person with curly hair and glasses, seen from the side, looking at a large computer monitor. The monitor displays a complex technical drawing, likely a mechanical or electrical schematic, with various lines, circles, and text. The person's hand is visible near the bottom of the frame. The background is slightly blurred, showing an office environment with a window and some plants.

General Information



FIRM PROFILE

LIFE

STORIES

we create the stage for everyday moments; expected and unexpected

ACCESS

CONNECTING

people with people; goods with people; industries with people

CAMPUS

GATHERING

creating environments to learn, to worship, to debate, and to heal

PLAY

ACTIVITY

creating dynamic experiences to engage all ages in exploration, interaction, learning, and movement

WATER

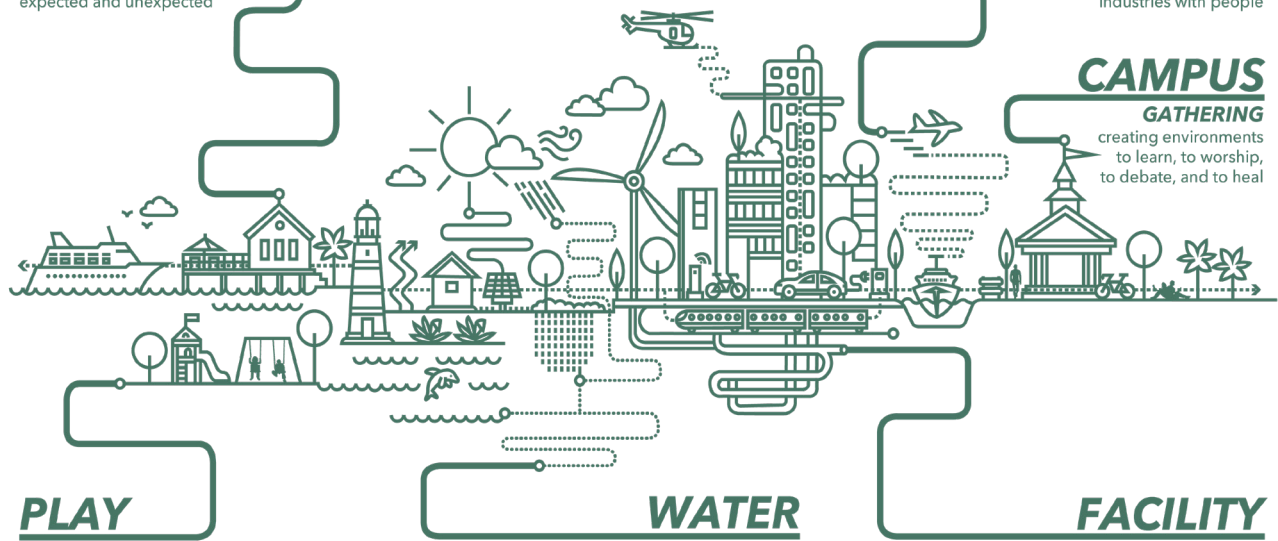
FLUIDITY

protection, mitigation and remediation of our communities essential resource

FACILITY

INFRASTRUCTURE

providing safety and support to create the essential backbone of our community



KEITH'S MISSION: TO CREATE, EXPAND UPON, PRESERVE, AND ENHANCE OUR COMMUNITIES.

Incorporated in Florida on January 16th, 1998, KEITH has been providing design solutions throughout the State of Florida, the Caribbean, and beyond. Our firm was built on the basic principle of serving as an advocate for the communities in which we build, we live, and we give back to. As a trans-disciplinary, local firm, KEITH provides creative solutions to each project and the communities in which they serve. The firm provides resilient and sustainable design solutions for municipal agencies, private clients, and the Florida Department of Transportation.

As a mid-size close-knit firm of over 200 professionals, KEITH provides surveying and mapping, subsurface utility engineering, planning, civil engineering, transportation engineering, landscape architecture, and construction management services with offices in Pompano Beach (HQ), Miami, West Palm Beach, Orlando, and Port St. Lucie. KEITH has collaborated with more than 75 municipalities throughout Florida. Through our work, we create the stage for everyday

moments; expected and unexpected. Our holistic development solutions carefully blend technical expertise with creative problem-solving; a right-and left-brained approach, or what we call *Engineering Inspired Design*.

KEITH engages as an extension of our clients, with an analytical lens and a goal to resolve development issues in a collaborative way; one that goes beyond the disciplines we provide. KEITH takes what might be considered mundane and transforms it by considering it through our unique lens, reshaping each project so that it's more than just functional, it's sustainable.

Looking toward the future is best done with a sound knowledge of the past. Through founder Bill Keith's leadership, years of discipline and hard work, Bill was able to pass forward a growing enterprise to his daughter, our Chairman, Dodie Keith-Lazowick, PSM. And in turn, KEITH has grown into a third generation of talent with our CEO/President, Alex Lazowick, PE, PMP, ENV SP. KEITH, constantly building upon our history, stands today as a trans-disciplinary powerhouse shaping communities across Florida and beyond with state-of-the-art and sustainable solutions to address all of the needs of our clients.

BUSINESS HOURS & LOCATION

Business hours are Monday through Friday, 8:00 am to 5:00 pm, or, as needed in emergency situations.

All work will be performed from our Miami office. Our team is dedicated to delivering exceptional results, ensuring we remain at the forefront of industry advancements and client satisfaction for the City of Opa-Locka.

HEADQUARTERS

301 E. Atlantic Boulevard
Pompano Beach, FL 33060
954-788-3400

ST. LUCIE COUNTY

6913 NW LTC Parkway
Port Saint Lucie, FL 34986
772-405-3959

PALM BEACH COUNTY

701 Northpoint Parkway
Suite 218
West Palm Beach, FL 33460
561-469-0992

ORANGE COUNTY

5950 Hazeltine National Drive
Suite 660
Orlando, FL 32822
407-278-6286

MIAMI-DADE COUNTY

5805 Blue Lagoon Drive
Suite 218
Miami, FL 33126
305-667-5474



Certificate of Status

State of Florida Department of State

I certify from the records of this office that KEITH AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 20, 1998, effective January 16, 1998.

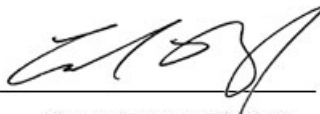
The document number of this corporation is P98000006011.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of February,
2024*




Secretary of State

Tracking Number: 1374073779CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

KEITH Licenses

LICENSEE DETAILS

3:51:48 PM 2/27/2023

Licensee Information

Name:	KEITH AND ASSOCIATES, INC. (Primary Name)
Main Address:	301 EAST ATLANTIC BOULEVARD POMPANO BEACH Florida 33060
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	7928
Status:	Current
Licensure Date:	04/03/1998
Expires:	

1				
KEITH AND ASSOCIATES INC				
301 EAST ATLANTIC BLVD, POMPANO BEACH, FL 33060-6643				
Phone 954-788-3400				
				Complaints 0
				Print
License Type	License#	Issued	Expires	Status
Surveyor Business	LB6860	03/27/98	02/28/25	Active
Surveyor of Record	LS4105	06/28/84	02/28/23	Active
1				

KEITH Local Business Tax Receipts

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

6675897

RECEIPT NO.
RENEWAL
6948146

BUSINESS NAME/LOCATION
LAZOWICK ADOLPHINE M LS
5805 BLUE LAGOON DR STE 218

MIAMI, FL 33126-2053



OWNER
LAZOWICK ADOLPHINE M LS

SEC. TYPE OF BUSINESS
212 PROFESSIONAL

LS4105

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

PAYMENT RECEIVED
BY TAX COLLECTOR
100.00 09/18/2023
INT-23-460058

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



004374

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

7084023

BUSINESS NAME/LOCATION
WILLIAMS STEPHEN DONALD PE
5805 BLUE LAGOON DR STE 218
MIAMI FL 33126-2053

RECEIPT NO.
RENEWAL
7361900

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
WILLIAMS STEPHEN DONALD PE
C/O KEITH AND ASSOCIATES INC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
32090 PE

PAYMENT RECEIVED
BY TAX COLLECTOR
\$100.00 09/18/2023
INT-23-460058

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

003812

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

6673660

BUSINESS NAME/LOCATION
KEITH AND ASSOCIATES INC
5805 BLUE LAGOON DR STE 218
MIAMI FL 33126-2053

RECEIPT NO.
RENEWAL
6945894

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
KEITH AND ASSOCIATES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
LC26000457

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 09/18/2023
INT-23-460058

Employee(s) 3

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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

A photograph of two men in an office setting. One man, wearing a light blue button-down shirt, stands and points at a computer monitor. The other man, wearing a green polo shirt, is seated in a black office chair, looking at the monitor. The monitor displays a complex 3D construction model with various colored components. In the background, a wooden shelf holds a framed picture of a mountain, a small hourglass, and a white hard hat with the 'KEITH' logo. The overall scene suggests a collaborative work environment focused on project management or engineering.

Project Approach

VULNERABILITY ASSESSMENT, ADAPTATION AND RESILIENCY PLAN APPROACH

PROJECT UNDERSTANDING

The City of Opa-Locka is seeking services for a vulnerability assessment, adaptation plan, and resiliency plan with a comprehensive look at the City's critical infrastructure assets. For such purpose, the City has secured a planning grant from the FDEP Resilient Florida Program.

To provide the best services to the City of Opa-Locka, we have partnered with Vulnerability Assessment experts, Taylor Engineering, Adaptation and Resiliency experts, Brizaga, Inc., and Public Outreach experts, Garth Solutions, Inc.

COMMUNICATION/COORDINATION MEETINGS

Our course of action is set by FDEP's scope of work guidance. KEITH will hold periodic progress meetings in between deliverables to present the project status and findings. These meetings provide the optimal spaces to gain additional insight or input from the City representatives to build a holistic asset inventory and guarantee all parties completely agree with the approach taken at each stage of the project. KEITH will also keep an open line of communication to make sure that we are incorporating comments and additional input from City representatives, such as updating the asset inventory to include or remove assets as the Client deems necessary.

KICK-OFF MEETING

Upon receiving a notice-to-proceed, we will attend a kickoff meeting with the local government representatives to review the initial actions, project scope, project goals, schedule, key milestones, and deliverables and develop an overall project management plan. During this meeting, we will make sure to place the initial data request for all GIS datasets locally available that will complement our data collection efforts.

During the kick-off meeting, KEITH will review the data collection methodology with the City officials to reach a consensus on the proposed methodology and the data sources the team will use to obtain the data needed. This instance will also be an opportunity to learn valuable insight regarding alternate potential sources of information that can be incorporated

into the project data that otherwise are not publicly available.

ACQUIRE BACKGROUND DATA

KEITH will begin the data collection task by gathering all the topographic, flood scenario-related data, and an inventory of all the critical and regionally significant assets considering input from the Client.

In the case of the City of Opa-Locka, in addition to the City's input, and the potential data sources listed in the FDEP guidance document, KEITH will carry out its own research starting with FDEP's Statewide Critical Assets Dataset.

KEITH will remain in constant communication with the City to ensure a final asset inventory is agreed upon and vetted by the City before proceeding with the exposure analysis to avoid revisiting the asset inventory at a later stage. It is worth noting that every asset for which the City will potentially seek funding from the Resilient Florida Program in the future must be identified in the vulnerability assessment to be eligible.

Typically, the topographic data is sourced from NOAA where the most up-to-date publicly available LiDAR data from 2018 is stored. The LiDAR data is reviewed for consistency to identify "gaps". The "gaps" are sites that may have drastically changed its grades from 2018 until the present which might warrant making changes to the LiDAR data. If needed, the LiDAR data is updated to incorporate the grading of the new developments so more current conditions are used to calculate surface storage, in that way the data is more accurate and ready for use in the exposure analysis. Once the "gaps" are identified, these will be filtered depending on the size and impact on the ground elevation so a decision to update the LiDAR data or leave it as is can be made. GIS tools are employed to update the LiDAR data. Additionally, survey data and elevation certificates also provide valuable information that can be used to modify the LiDAR data.

The flood scenario-related data, like the topographic data, is sourced from the best available sources and

checked for consistency and accuracy for its use in the exposure analysis hydraulic and hydrologic models. Precipitation data is sourced from NOAA Atlas 14 and climate change is accounted for by using the precipitation change factors adopted by SFWMD to include the effects of climate change and increased precipitation in the future. For this project, the analyses will consider future climate data projections for the years 2040 and 2070.

Sea level rise projections will be sourced from the latest NOAA's projections and checked against the locally adopted projections from local and regional organizations leading the climate change discussion in South Florida as the Southeast Florida Regional Climate Compact. Coastal communities are becoming increasingly affected by tidal flooding, and as such this project must account for its potential impact to the City.

The team will collect data from NOAA on tides with the potential of generating floods as the "King Tide", and the 100-Year tide. The storm surge data will be sourced from the Federal Emergency Management Agency (FEMA) and the Category 5 Hurricane Storm Surge Depth from the National Hurricane Center's Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model.

Data on the existing stormwater management system, land use, and land cover will be collected and reviewed for consistency and accuracy. The datasets will be curated as needed for their input in the existing models.

Upon completion of the background data acquisition task, KEITH will hold a meeting with the City to present the asset inventory and the current and future flood scenarios that will be analyzed in the exposure analysis.

EXPOSURE ANALYSIS/SENSITIVITY ANALYSIS

In the exposure analysis we will determine the flood depth for each flooding scenario. Taylor Engineering has worked with the South Florida Water Management District to develop detailed hydrologic and hydraulic models that simulate the canals, culverts, gates, pumps, and associated drainage systems with respect to current and future conditions. Opa-Locka straddles the C8 and C7

Watersheds, two of the specific watersheds Taylor Engineering has been developing and conducting integrated groundwater and surface water studies since 2019. The results from these studies could be used in the FDEP Vulnerability Assessment.

Taylor Engineering has both basins modeled for existing and future conditions, with and without future rainfall increase and with and without sea level rise. With District approval, Taylor Engineering can use these models in the City's VA.

Future conditions include changes in sea level rise, antecedent groundwater levels, climate conditions (rainfall intensities), and land use conditions. This model is used to identify flood-prone areas and propose modifications to the systems to mitigate that flooding.

For this VA, Taylor Engineering will modify the MIKE models (SHE and HYDRO) to ensure they meet FDEP requirements for future rainfall and SLR scenarios. Those conditions are currently set using NOAA 2017 SLR and rainfall change factors developed by SFWMD and USGS. Those conditions are under review and current legislation (SB 1386) aims to change the parameters to NOAA 2022 SLR and apply Flood Hub recommendations for rainfall changes using RCP 4.5 instead of RCP 8.5. We will wait to see if that legislation passes to see which parameters to apply (there will be plenty of time to make that decision with the City).

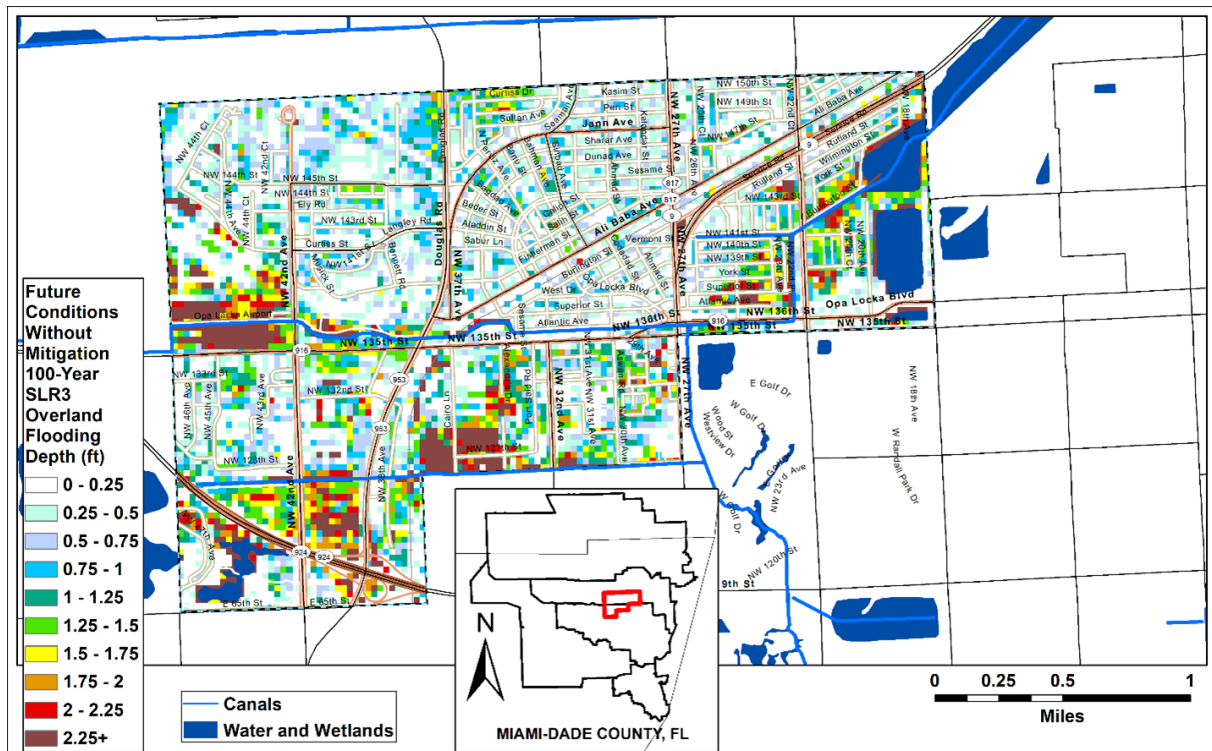
For coastal conditions, Taylor Engineering has developed a detailed coastal hydrodynamic and wave model (ADCIRC + SWAN) for the area. This detailed model was used by FEMA to develop the storm surge for the current FEMA flood insurance rate maps. We have access to the model and results needed for application to the City's VA. The City's VA will use the FEMA storm surge results and NOAA SLR curves (as discussed above) to delineate any coastal flood hazards needed to assess risk in the City.

The rainfall/runoff modeling we propose will simulate the primary canal system down to the confluence between the riverine system and the Intracoastal waterway, which will represent the combined flooding effects of rainfall and storm surge. Although there are approximately 5 miles of canal separating

the City of Opa-Locka from the S-28 tidal structure, the combined flooding effects will be a significant aspect of the VA as it directly inhibits the gravity-based drainage ability of not just Opa-Locka but nearly the entire C-8 Watershed. The figure from our C8 C9 FPLOS study presents the 100-year rainfall event with 3 feet of sea level rise and no change in rainfall. In the northeast corner of Opa-Locka, at the confluence with the C-8 Canal, the peak canal elevation was predicted to be about 1.3 feet higher under 3 feet of sea level rise than under existing conditions. We anticipate this to significantly contribute to the predicted flooding in the low-lying areas adjacent to the canals within Opa-Locka.

The combined flooding aspect is one of the most significant driving forces with respect to flood vulnerability within this area of Miami-Dade County, as any increase in water levels in the primary canal system directly affects the ability of the secondary and tertiary systems to drain. Based on our previous modeling work, we have a deep understanding of the effects of sea level rise and how storm surge propagates upstream when the tidal structure is overtopped/bypassed.

Opa-Locka's physical location makes it susceptible to flooding and may put it at higher risk than other nearby areas. Compared to surrounding areas, Opa-Locka has relatively low topography, making it the natural location for floodwaters to collect. Runoff to the west feeds the Grahams Dairy Canal which in turn flows into the Opa-Locka Canal, exacerbating flood conditions. At times, the inter-basin flow comes from the south through the Biscayne Spur Canal into Opa-Locka causing flooding. In addition, backflow from the C-8 Canal during times of peak storm surge and potential sea level rise reduces the ability of the area to drain, also causing flooding. Future conditions could include higher groundwater levels (due to sea level rise), reducing the available soil storage and causing antecedent flooding in Opa-Locka's low-lying areas. Taylor Engineering routinely performs analyses of these significant factors when conducting flood vulnerability assessments and can do this work for the City.



The City can rest assured that Taylor Engineering has the latest and greatest groundwater and surface water model available to simulate pluvial and fluvial conditions for multiple storm conditions. We also developed the coastal storm surge model and results that the City will use for the VA and are well versed in modeling FDEP-specific requirements for VAs.

The sensitivity analysis consists of measuring the impact of flooding on the critical assets and applying the data from the exposure analysis to the inventory created in the previous task.

A draft report will be prepared with all the information corresponding to the data acquisition task, exposure analysis, and sensitivity analysis with a detailed description of the work performed and the findings supported by the technical data presented in tables, list of critical assets prioritized by area and immediate need, flood inundation maps. Our familiarity with FDEP requirements will ensure all reports and visual materials are statutorily compliant with Section 380.093, F.S.

PUBLIC OUTREACH

KEITH partnered with Garth Solutions, Inc., a leading firm in public outreach efforts, to effectively communicate the project findings and encourage public participation in the development of adaptation strategies and mitigation projects. KEITH and Garth Solutions will set in motion a comprehensive public outreach strategy and prepare all the materials for two public outreach meetings.

The implementation of a comprehensive Public Outreach Strategy is essential to the success of Opa-Locka's Critical Infrastructure Vulnerability Assessment, Adaptation, and Resilience Plan. This strategy aims to proactively engage impact groups, providing them with clear and accurate information about the purpose, functionality, and benefits of upcoming infrastructure improvements. Our Public Outreach Strategy will revolve around obtaining input from the Public and their point of view to prioritize focus areas and the critical assets. The meetings will present the citizens with the findings of the draft report and encourage their participation with a clear methodology on how to select and identify focus areas.

Activate - Identifying Stakeholders:

Our approach begins with identifying key stakeholders, including residents, businesses, organizations, visitors, public officials, and relevant agencies. Utilizing a proactive approach, we will select communication modes tailored to each group's preferences and collaborate with KEITH, City design professionals, and consultants to craft focused messaging addressing their specific concerns.

Engage - Early Communication:

Early engagement is crucial in informing stakeholders about infrastructure upgrades, their benefits, and project expectations. By employing flexible and multifaceted strategies, we will ensure inclusivity and target demographic preferences. This proactive approach during the planning and design phases allows stakeholders to voice their perspectives and concerns, enhancing project transparency and minimizing surprises.

Inform - Dialogue with Stakeholders:

Our Public Outreach Strategy prioritizes linguistically and culturally responsive communication, presenting information in clear and accessible formats influenced by stakeholder preferences. Working closely with KEITH and relevant stakeholders, we will develop concise communication materials and utilize multiple platforms, including meetings, print materials, websites, and social media, to encourage stakeholder feedback and dialogue.

Conclusion:

The successful implementation of Opa-Locka's Critical Infrastructure Resilience Plan hinges on effective public engagement. By implementing a comprehensive Public Outreach Strategy focused on proactive engagement and transparent communication, we aim to maintain control of the project narrative, manage expectations, build trust, mitigate negative outcomes and achieve public feedback. Together, we will ensure a resilient and prepared community for future challenges.

The KEITH Team will keep a record and attach as part of the report all the outcomes of each public outreach meeting as: Meeting agendas, sign-in sheets, copy of the presentation(s) and any additional materials (i.e. social

media posts, public announcements, graphics), weblink of the video or audio recording from the meeting, if the meeting is recorded, and a summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

FINAL VAAR REPORT

The public feedback stemming from the public outreach meetings will be incorporated in the final vulnerability assessment, adaptation and resiliency plan report including all the findings and recommendations for adaptation strategies based on the identified critical focus areas with the justification for choosing each area to develop goals and actions to best minimize the community vulnerabilities and establish a process to implement those actions.

ADAPTATION AND RESILIENCE PLANNING

In accordance with the Florida Adaptation Planning Guidebook and in response to the escalating risks posed by flooding and sea-level rise, it is imperative to develop comprehensive flood adaptation and resilience strategies. Flooding events, exacerbated by climate change, not only endanger critical infrastructure but also jeopardize the safety and well-being of communities and ecosystems. By identifying key flood adaptation strategies and resilience-building measures, this section aims to lay the foundation for a robust and sustainable approach to managing flood risks in the face of climate change uncertainties.

- **High-Level Adaptation Options:** The top ten vulnerable assets will be prioritized based on their significance and exposure to risk. High-level adaptation options will be proposed for each asset, focusing on resilience-building measures. These may include:
 - » Elevating infrastructure to mitigate inundation risks
 - » Implementing green infrastructure to absorb floodwaters
 - » Deploying flood barriers and seawalls to protect coastal areas
 - » Enhancing drainage systems to improve floodwater management
 - » Retrofitting buildings for flood resilience
 - » Developing early warning systems for timely evacuation
 - » Implementing zoning regulations to limit development in high-risk areas
- **Overall Adaptation Strategy Development:** In addition to asset-specific adaptation measures, an overarching adaptation strategy will be developed. This strategy will integrate the identified adaptation options, emphasizing a multi-sectoral approach and collaboration among stakeholders. Key components of the strategy will include:
 - » Institutional coordination and governance frameworks
 - » Funding mechanisms and resource mobilization strategies
 - » Public awareness and community engagement initiatives
 - » Monitoring, evaluation, and adaptive management mechanisms

A Note on Public Policy: Our team performs resilience audits for local governments, connecting departments and team members to consider the policy implications of proposed programs and improvements. Often, engineering and policy must go together, especially when considering future conditions, such as heavier rainfall and rising sea levels. The holistic look at resilience as a part of any capital improvement or plan creates a path for long-term success. Our team has policy experts on staff ready to assist in any policy needs related to or that come out of the vulnerability assessment. Brizaga and KEITH have worked together on significant resilience policy projects.

Adopting a proactive approach to adaptation planning is essential for mitigating the impacts of flooding and sea-level rise on critical assets. By identifying vulnerable assets, delineating flood scenarios, and proposing high-level adaptation options, this proposal lays the groundwork for resilience-building efforts in the face of climate change-induced challenges.

IMPLEMENTATION SUPPORT

Developing a comprehensive vulnerability assessment, adaptation plan, and resiliency plan is a complex undertaking that presents the opportunity to leverage multiple products resulting from the study as hydrology and hydraulic analyses, hazard models, and inundation maps for the City's benefit on its current standing in the NFIP's CRS Program. The City has the opportunity to maximize its investment on this study by taking advantage of the results of this study and pursuing credits for qualifying activities in the CRS program.

As part of this Vulnerability Assessment, Taylor Engineering can assist and guide the City of Opa-Locka in inventorying all current points and designing, implementing, and documenting activities to increase credit.

COMMUNITY RATING SYSTEM (CRS)

Results from the Vulnerability Assessment due to sea level rise can be used to assist cities with their Community Rating Systems and help reduce the resident's flood insurance costs. This is a huge advantage for the City of Opa-Locka and another example of the KEITH Team providing the City cost benefits by applying the Vulnerability Assessment results for multiple agencies and programs. The KEITH Team can work with the City's Floodplain Manager to explore which categories are possible. A description of the Community Rating System is below.

FEMA's Community Rating System is a program designed to encourage and reward communities for taking proactive measures to reduce flood risks and enhance floodplain management. The CRS operates within the National Flood Insurance Program (NFIP) and provides incentives for communities to go above and beyond the minimum floodplain management requirements. The City of Opa-Locka is currently Class 9 on a scale of 1 to 10, where most communities start the system at either 8 or 9. CRS Class changes occur on April 1 and October 1 of each year.

The CRS assigns communities a rating based on a point system, with each community's rating corresponding to a percentage discount on flood insurance premiums for NFIP policyholders within that community. The goal is to incentivize communities to implement floodplain management practices that reduce the risk of flood damage and improve overall community resilience.

It's important for homeowners and residents in participating communities to inquire about the CRS rating and how it affects their flood insurance premiums, as it can lead to significant cost savings while promoting safer and more resilient communities in flood-prone areas.

The more points a community earns, the higher its CRS rating, and the greater the discount on flood insurance premiums for residents in that community. The discounts can range from 5% to 45% or more, depending on the CRS rating. To earn more points in the CRS and thereby lower insurance premiums for residents, communities must undertake various flood risk reduction activities and initiatives.

By engaging in this program, the City not only demonstrates its commitment to proactive floodplain management but also directly benefits its residents and the community as a whole. Through the CRS, the City of Opa-Locka can implement measures to reduce flood risk, enhance emergency preparedness, and improve floodplain management practices.

Some of the ways to earn points in the CRS include, but are not limited to:

Floodplain Mapping: Accurate and up-to-date floodplain mapping can earn community points. This involves identifying and mapping flood-prone areas, maintaining regulations that exceed the NFIP's minimum criteria, and watershed planning and regulations that prevent future development from increasing flood hazards or diminishing water quality.

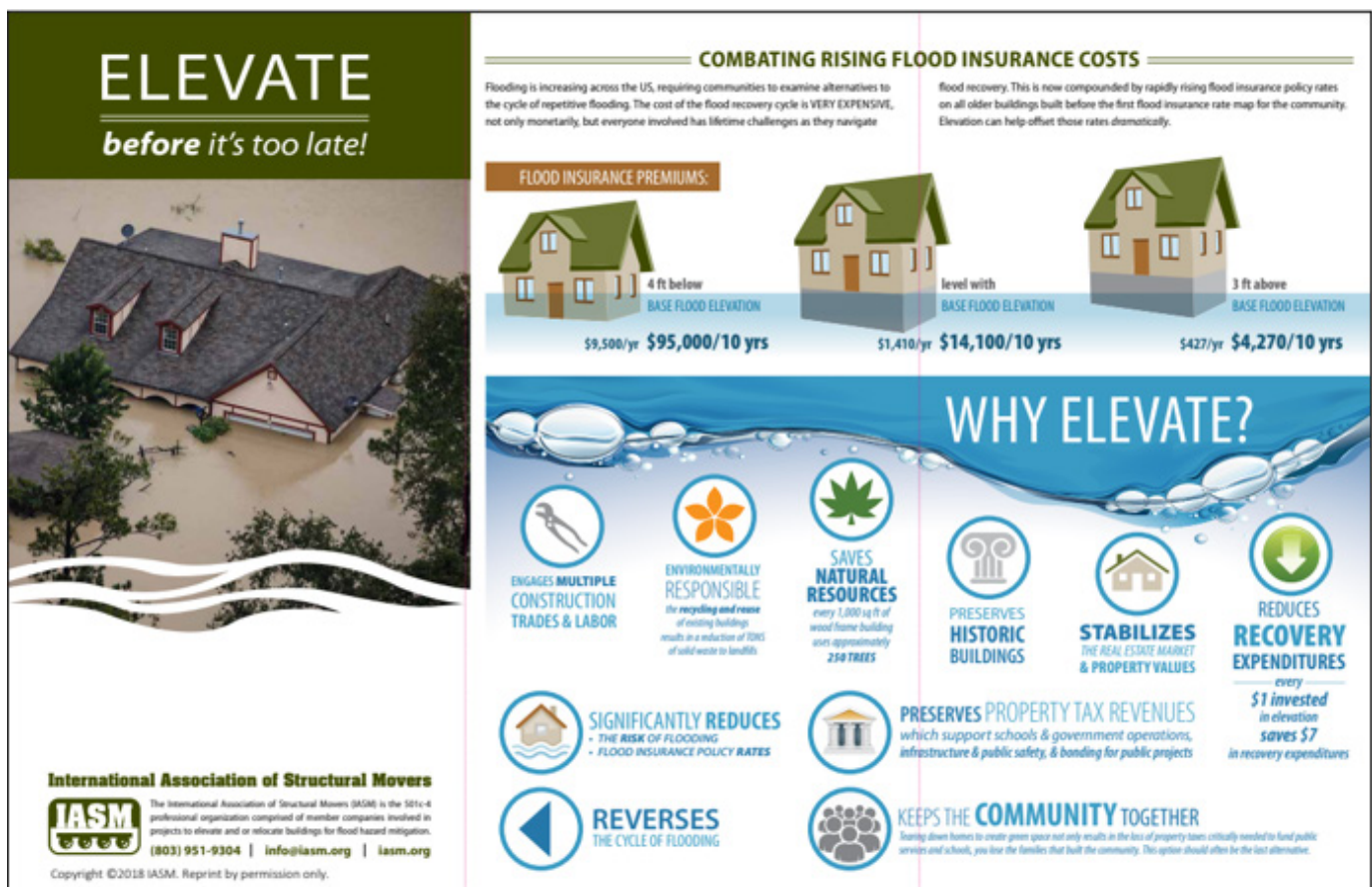
Floodplain Management Regulations: Implementing and enforcing stringent floodplain management regulations can result in more CRS points. These regulations may include building codes, zoning ordinances, and land use planning that mitigate flood risks.

Open Space Preservation: Preserving open spaces and natural floodplain functions can help reduce flood risks and earn communities CRS points.

Public Information & Outreach: Communities can earn points by educating residents about flood risks, flood insurance, and emergency preparedness. Public outreach programs, flood hazard disclosure requirements, and public meetings contribute to these points. Maintaining construction certificates and making them available to the public via physically or online will also earn points.

Acquisition & Relocation: Acquire and/or relocate flood prone buildings so that they are out of the floodplain and the floodplain can remain open to flood naturally.

Flood Protection Information: The public library and/or community's website maintains references on flood insurance and flood protection like the International Association of Structural Movers (IASM) flyer shown below.



A white hard hat with the KEITH logo is positioned in the center of the frame. The background is a blurred construction site with various materials and equipment. The text "Experience and Qualifications" is overlaid in a large, white, sans-serif font.

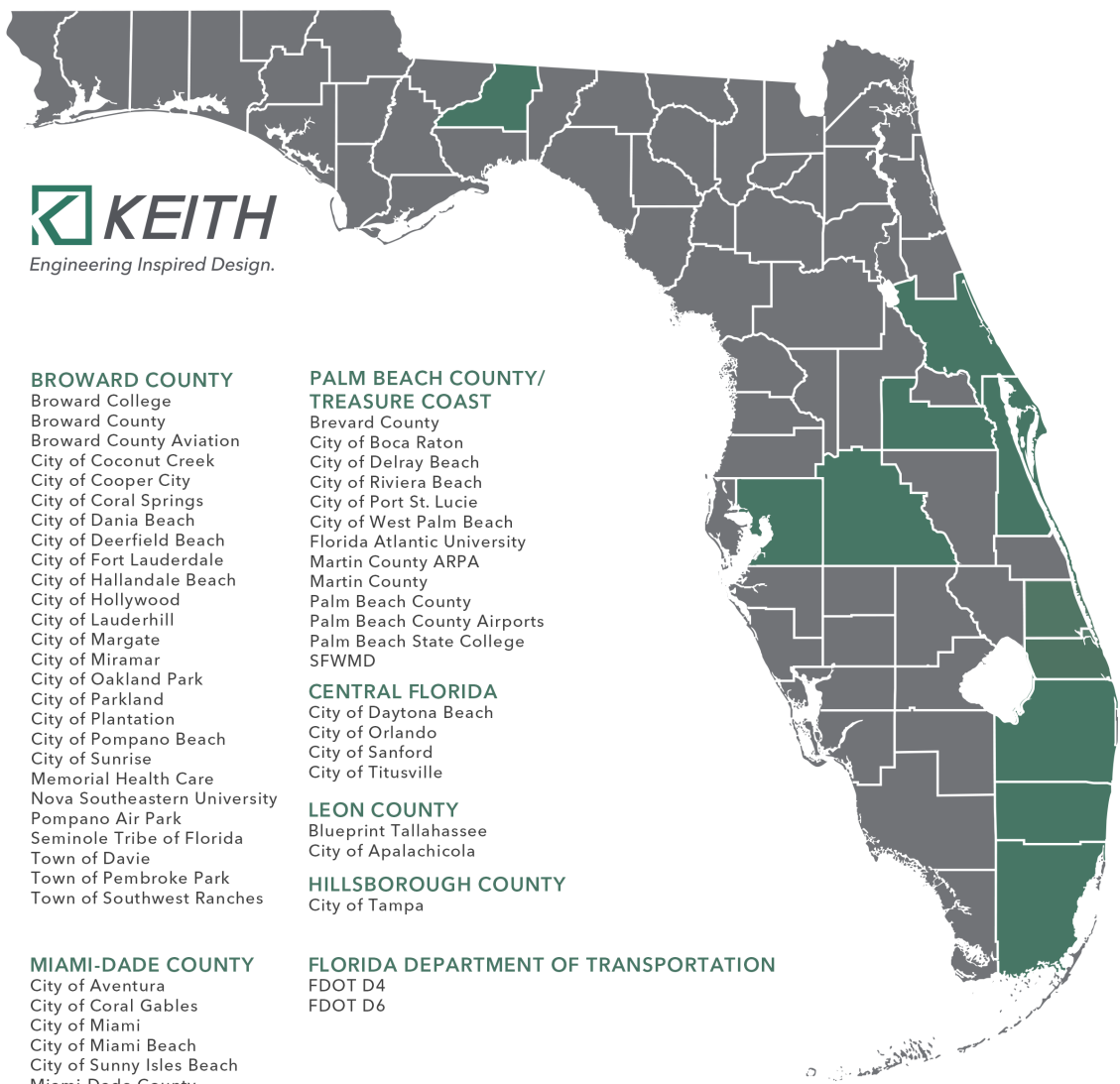
Experience and Qualifications

CAPABILITIES

FIRM EXPERIENCE

The KEITH Team has performed a wide variety of work for local municipalities, counties, and state agencies for over 26 years. Our experiences have resulted in thorough knowledge, practice of standards, and how to apply them with a practical and logical approach to problem solving. It has also allowed our team to “get connected” to municipality staff. KEITH believes that building these relationships is what it takes to truly understand the concerns of the City of Opa-Locka and address them in a professional manner that is personal to the City and its residents. We take pride in building long-lasting relationships and acting as a fully competent extension to our client’s staff.

Managing a municipal contract is difficult for those without experience. KEITH has provided general services for hundreds of contracts with various municipalities and governments. Our staff is extremely well versed in the nuances of servicing these contracts, understanding the unique characteristics of each community and curates a team to successfully accomplish our goal in a timely, cost-effective manner with the highest of standards maintained.



A TRANS-DISCIPLINARY TEAM

KEITH is a rare gem. Each of its facets, the many disciplines we provide under one roof, is another unique benefit to our clients. All these professional disciplines are offered as an in-house service every day to you. We pride ourselves on the ability to work with municipalities, government agencies, and other consultants while providing close coordination with our clients. Having access to our own in-house, multi-disciplined team means we often solve problems within our own walls. Opportunities to confer interdepartmentally are indispensable. They give us insight to the biggest picture often resulting in the saving of time and budget resources.

KEITH takes a unique approach to each project which starts with a sound understanding of the project context. In addition to this is a solid team prepared to execute the project vision, mission and goals. The team includes experts in the field with a variety of backgrounds to best handle a broad range of tasks.

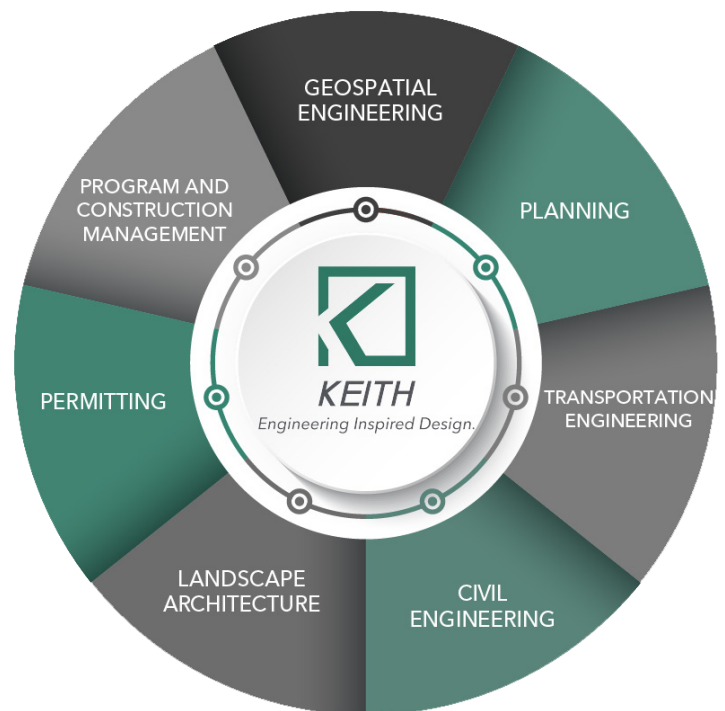
KEITH believes in a context-based approach that considers every angle of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional project plan approach, we believe careful consideration should be given to economic, ecological and social factors. This cohesive approach to each project is engineered to enhance the delivery of a resilient solution.

Our approach is categorized into the following three general phases - Exploration Phase, Inspiration Phase, and Implementation Phase.

This paradigm highlights the individual parts, ultimately drawing attention to the interconnected nature of the whole. As we understand the whole, we consider each aspect that may ultimately affect the final product. Through this all-encompassing approach, KEITH provides a complete deliverable that is not only functional, but practical as well as pleasing, beautiful, and resilient.

Every member of our team has a proven history of successfully completing projects of this size and nature, and this contract has our full attention and commitment. At KEITH, we carefully monitor, measure and push to fruition each and every activity on the work authorization. We measure its progress to ensure we remain on track and on schedule.

Understanding the proposed scope and schedule of the City of Opa-Locka is fundamental to the success of each project and, at KEITH, we know what it takes to meet the expected goals and objectives of the City and all the associated stakeholders.



COLLABORATION IS KEY

Collaboration is key. For this project we have teamed with our friends at Taylor Engineering, Brizaga and Garth Solutions to add expertise to the project team. Our past experience allows us to leverage the unique skill sets of each firm to solve project issues. KEITH values the input from our collective team and believes that a team approach is better than an individual approach to better develop proposed solutions.



Since 1987, **Taylor Engineering, Inc.**, with headquarters in Jacksonville, Florida, has provided leading-edge solutions to challenges in the water environment. The company focuses on water-related engineering, planning, management, and environmental challenges. The company takes on projects – flood risk assessments, resiliency, GIS database development and mapping, FDEP vulnerability assessments, flood control, flood insurance studies, and more – that cover the spectrum of water-related issues. Each service shares a common characteristic: it supports projects occurring in the water or at the water's edge.

Taylor Engineering can help clients define a more resilient community by protecting vulnerable infrastructure and providing quicker recovery from flood events. Whether the floods are created by heavy rains, riverine flooding, or stormwater flooding, their team will research the vulnerabilities and design one or multiple systems to protect one property or many. Taylor Engineering has over 35 years of proven experience delivering engineering solutions in the water environment and has advocated for climate change resiliency for almost as long. Adapting to climate change includes incorporating sea level rise (as appropriate), increased nuisance flooding, and more frequent and longer duration rain and storm events into our projects.

Taylor Engineering not only performs resiliency, vulnerability assessments, and GIS services for communities all over the state—they are currently helping the Florida Department of Environmental Protection (FDEP) develop the guidelines and standards required for those services. They helped write the standards currently published on their website and helped develop the GIS standards that are in place now. Additionally, when the FDEP needed to complete a statewide vulnerability assessment to meet state legislation, they turned to Taylor Engineering for that work.

Throughout Taylor Engineering's 35+ year history, they have developed a well-established portfolio of successful projects. Taylor applies a "long-haul" approach to projects—one that focuses on the application of the problem-solution cycle of engineering and program development. Taylor Engineering bases this effort on its commitment to providing a life-cycle approach to the art and science of delivering leading-edge solutions in the water environment.

Contact for Taylor Engineering, Inc.:

Michael Delcharro
10199 Southside Blvd., Suite 310, Jacksonville, FL 32256
mdelcharco@taylorengeering.com



Brizaga is a multi-disciplinary civil and coastal engineering firm built to solve complex problems by strategically leveraging science, communications, and policy. Brizaga was founded by two friends of over two decades, an oceanographer & meteorologist and a coastal & civil engineer, dedicated to helping individuals, businesses, and governments understand and begin to address the effects of a changing environment, including sea level rise. They bring a unique perspective meshing the physical science and engineering worlds to create innovative and unique solutions to some of our most significant challenges.

Brizaga's company name is a mixture of the names of our nieces and nephews. With each passing generation, the realities of a changing climate and sea level rise will become more apparent, and the decisions we make today will greatly shape those realities for the next generation, and those that follow.

OUR MISSION - To develop personalized and practical adaptation solutions in the face of more frequent flooding, rising tides, and a changing environment.

OUR VISION - To lead the global adaptation effort solving the world's most complex challenges.

Locations of offices and number of employees

Brizaga has two offices, one located in Fort Lauderdale and the other in Tampa. They have a total of 10 employees.

Number of years of experience providing services with other governmental entities in Florida

7 years' experience in Florida

Contact for Brizaga, Inc.:

Alec Bogdanoff, Ph.D.

2101 W Commercial Blvd., Suite 4600, Fort Lauderdale, FL 33309

alec@brizaga.com



Based in Davie, Florida, **Garth Solutions, Inc.** (GSI) is a communications and management consulting firm that delivers targeted and strategic business solutions to a diverse portfolio of clients in both the public and private sectors across the USA and Caribbean.

Garth Solutions has 20 years of experience working on capital improvement projects across South Florida.

Their team of 45 full-time professionals and our network of available consulting subject-matter-experts are natural collaborators who enjoy working relationships with trusted market partners. GSI's innate ability to customize solutions to the unique dynamics and requirements of every project, regardless of size and location, has been fundamental to delivering efficient results for their clients.

Augmenting their core in-house talent with a global network of specialists promotes scalability and enables them to positively impact marquis projects such as Broward County Public School's \$1.4 Billion capital improvement project and Las Olas Boulevard's corridor of improvements that included the construction of a state-of-the-art parking garage facility.

GSI plays an integral role as the lead public outreach consultant on project engagements throughout Broward, Miami-Dade, and Collier County. For many of these projects, GSI often executes communication and outreach with both internal and external stakeholders including local communities, HOAs and citizen groups, local businesses, governmental agencies, and planning boards.

Over the years, this exposure and experience has enabled them to build strong relationships throughout South Florida, with an understanding of municipal and community dynamics across the region.

Contact for Garth Solutions, Inc.:

Yvonne Garth

5595 Orange Drive, Suite 202, Davie, FL 33314

yvonne@garthsolutions.com



KELLY CRANFORD, PE, EN V SP

PROJECT MANAGER

Kelly Cranford, PE, ENV SP, has over 33 years of experience. She brings a robust stormwater portfolio that expands throughout Florida. Her municipal experience includes project development, scheduling, and implementation of projects under a \$40 million bond and City of West Palm Beach's 5-year CIP program projects; supervising SFWMD teams responsible for review, recommendation of approval, and enforcement of Environmental Resource and Consumptive Use permits, and supervising West Palm Beach construction coordinator teams.

Additionally, Ms. Cranford is considered an expert in FEMA's Public Assistance program and has FEMA Certifications through ISG400. She is also a certified Envision Sustainability Professional (Env. Sp.), which uses a rating system similar to LEED, but designed specifically for the infrastructure and areas surrounding buildings.

Kelly's Key Attributes:

Experienced • Responsive • Local • Committed • Available

Relevant Project Experience

- Village of El Portal Stormwater Facilities Plan and Flooding Vulnerability Assessment
- Miami Shores Environmental Vulnerability Study
- Tradition Community Development District Stormwater Irrigation Master Plan
- Southern Grove Community Development District Stormwater/Irrigation Master Plan

AS YOUR PROJECT MANAGER, KELLY WILL:

- Provide a Single Point of Contact - Having a single point of contact for the City to increase constructive communication and work as an extension of the City. Kelly will assure continuity and reliability to City staff.
- Establish the involved group of stakeholders and provide clear lines of communication to all involved in the project(s).
- Understand the objectives of each project and assure that all project stakeholders have the same level of commitment and expectation in understanding the scope of work.
- Schedule periodic progress meetings.
- Maintain strong, ongoing working relationships with City staff.

Our approach to this Project Management Plan (PMP) is one that has proven successful with many projects. We will schedule all meetings in coordination with the City of Opa-Locka, conduct meetings, provide agendas and meeting materials, record and submit minutes for review/approval, and then distribute those minutes to the appropriate parties.



Omar Rodriguez, PE, ENV SP, CAPM, CFM

DEPUTY PROJECT MANAGER

Mr. Omar Rodriguez is an emerging engineering professional specializing in Hydrology and Hydraulic Modeling and Water Resources engineering. Heavily involved in Floodplain Management, Urban Drainage, and Climate Adaptation. Gaining experience in water resources and civil engineering design projects including water, sewer, drainage systems, stormwater master plans, and flood mapping as well as County and State-Wide permitting. Mr. Rodriguez has demonstrated his various abilities and qualifications as an engineer including Flood Risk Management implementation using CAD, GIS, and Modeling software. Omar received an M.S. in Hydroinformatics and Water Management, Université Côte d'Azur, Brandenburg University of Technology Cottbus-Senftenberg, Warsaw University of Technology, Technical University of Catalonia, Newcastle University, 2023.



Relevant Project Experience

- City of Parkland Vulnerability Assessment (Ongoing)
- City of Hallandale Beach Vulnerability Assessment (Ongoing)
- City of Plantation Zone 2 Basin Drainage Study (Ongoing)
- City of Parkland Stormwater Master Plan (2022)

TEAM MANAGEMENT APPROACH

PROJECT MANAGEMENT

As a local firm dedicated to our community, our project management approach is marked by efficiency, responsiveness, and a commitment to quality. Led by Project Manager Kelly Cranford, PE, ENV SP, our hierarchical structure ensures streamlined decision-making, facilitating quick responses to project-related concerns. Our team's local knowledge allows us to anticipate and address unique challenges, ensuring projects are delivered on time and within budget.

LOCAL EXPERTISE AND COMMITMENT TO QUALITY

The KEITH Team brings a wealth of local expertise and experience to the table, paired with industry experts in their respective disciplines. Each member of the team was strategically selected to execute this contract for the City of Opa-Locka; we are committed to providing qualified professionals that have quite

literally wrote the road map to success.

HIERARCHY OF STAFF AND COMMUNICATION

Recognizing the importance of clear communication, the KEITH Team implements a robust communication protocol. This ensures seamless information flow among all project participants, stakeholders, and the City of Opa-Locka. By fostering open lines of communication, we address issues promptly, keeping all parties informed throughout the project's life cycle. Our dedication to effective collaboration contributes to successful project outcomes and community satisfaction.

CAPABILITIES & EXPERIENCE WITH VULNERABILITY ASSESSMENTS

The KEITH Team and our partners led Vulnerability Assessments efforts and developed Adaptation Plans for coastal and non-coastal communities throughout the state of Florida. In line with the firm's goals, we welcome the opportunity to carry out the

Vulnerability Assessment, Adaptation and Resiliency Plan for the City of Opa-Locka so we may contribute to the community we serve by setting the groundwork for building a more resilient environment, preventing losses, and protecting the community.

Our familiarity with the Florida Department of Environmental Protection Resilient Florida Program combined with our extensive experience in stormwater management, flood resiliency, and community outreach, allow us to deliver comprehensive vulnerability assessments by taking a holistic approach and considering the stakeholders input at every stage in the development of the report. This experience and our available capacity will allow our team to deliver a report that meets the state's requirements and exceed the City's expectations.

At KEITH, we make sure to adhere to FDEP's Standardized Vulnerability Assessment: Scope of Work Guidance to produce a statutorily compliant VA that meets the grant requirements of the statute, s. 380.093, F.S. Therefore, guaranteeing the satisfactory acceptance of all deliverables by the FDEP Grant Manager.

We are currently working on a Comprehensive Vulnerability Assessment for the City of Parkland and are awaiting commission approval to prepare a Comprehensive Vulnerability Assessment for the City of Hallandale Beach.

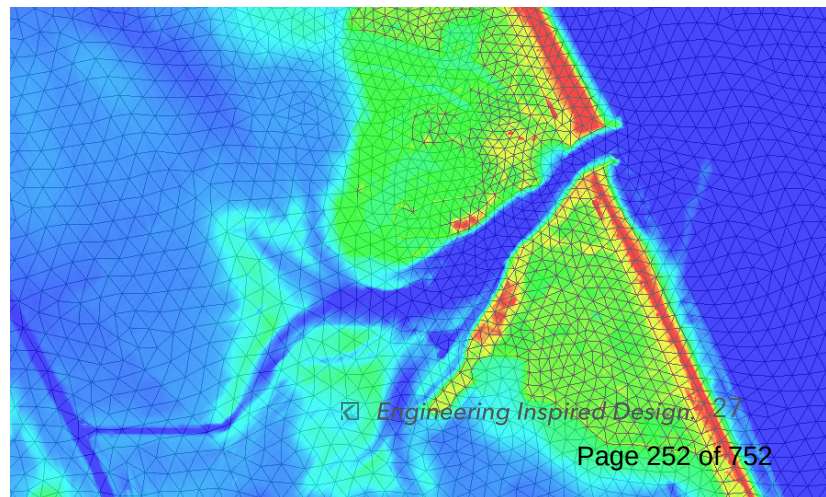
TECHNOLOGY CAPABILITIES

The KEITH Team and Taylor Engineering will utilize MIKE hydraulic modeling software (SHE and HYDRO) for this vulnerability assessment. This software provides integrated modeling of surface water and groundwater interactions, enabling users to simulate the dynamic exchange of water between different hydrological compartments such as rivers, lakes, wetlands, and canals. It is a perfect tool to model the City and it's canal system and it is the perfect tool for the vulnerability assessment as it allows for the implementation of future scenarios due to climate change. Taylor Engineering worked with Broward County to develop an approved county-wide detailed hydrologic and hydraulic model using the software described above.

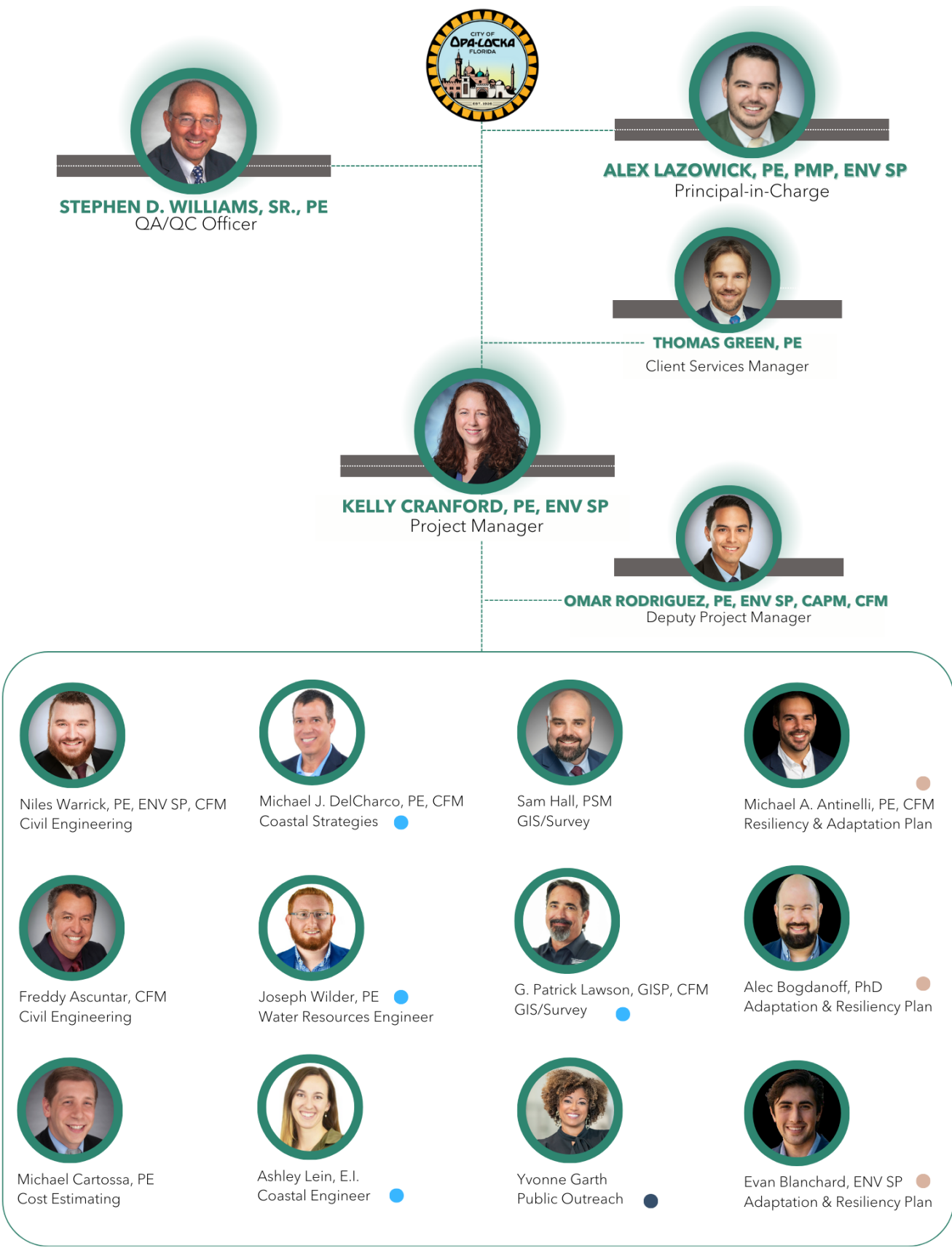
Having an approved model that includes the City's limits is a huge asset for the KEITH Team and Taylor Engineering. It allows the team to refine the model versus creating a model to meet the vulnerability assessment needs of the City and the state requirements. This reduction in modeling efforts provides more efficiency for the team and reduces the schedule which ultimately benefits the City. This reduced schedule provides a faster turnaround time to deliver the vulnerability assessment to the City For Coastal conditions, Taylor Engineering will utilize ADvanced CIRCulation (ADCIRC) and Simulating Waves Nearshore (SWAN) software for simulating wave dynamics, storm surge, and wave generations.

KEITH and Taylor Engineering will make sure the City of Opa-Locka has the latest and greatest ground water and surface water model available and will simulate pluvial and fluvial conditions for multiple storm conditions. Taylor Engineering developed the coastal storm surge model and results that the City will use for the VA. We are well versed in modeling FDEP specific requirements for vulnerability assessments.

The KEITH Team provides an unparalleled, multidisciplinary team of Professional Surveyors and Mappers (PSM), GIS Professionals (GISP), GIS Technicians and Programmers specifically selected for the City's unique needs. We offer a team of experienced GIS practitioners who are familiar with the GIS standards for Vulnerability Assessments and the importance of approaching each project systematically in this regard. Our team routinely applies GIS tools and techniques to standardize not only an efficient workflow, but a seamless communication process with the City. The GIS standards for Florida Resilient Planning Grants are part of the consultants vulnerability handbook that Taylor Engineering authored. The City can rest assured that the KEITH Team will deliver GIS mapping data that complies with FDEP standards.



ORGANIZATIONAL CHART





Mr. Lazowick was introduced to civil engineering and construction by his grandfather, Mr. Bill Keith, Founder of the firm. He has enthusiastically taken on the challenge of becoming the third generation of family leadership at KEITH, working to provide quality land development and design solutions to our complex South Florida community. Mr. Lazowick has over a decade of experience in civil engineering design including water, sewer, and drainage systems, roadway design, permitting, and construction administration services for a variety of land development projects across the state and beyond. Alex understands the importance of working together as a team to quickly identify and establish project goals, while achieving successful results in the most expedient and cost-effective manner. His qualifications include knowledge with AutoCAD Civil 3D, Navisworks, Revit, BIM, and computer networking. Alex is also a steward of the community, providing his time and talent by taking on a leadership role for a variety of local organizations including board positions for the Broward County Planning and Zoning Board and the Parks Foundation of Broward County.

RELEVANT PROJECT EXPERIENCE

City of Deerfield Beach Miscellaneous Engineering, Planning, and Surveying Services, Deerfield Beach, FL: Principal-in-Charge. KEITH assisted the Client in developing KEITH Life/KEITH Campus/KEITH Facility/KEITH Play projects under a continuing services agreement. KEITH provided full services to the Client including civil engineering, survey/SUE, landscape architecture, plan review, and construction program administration. The KEITH Team assisted the Client on projects including Hillsboro Boulevard and A1A "S-Curve", Beach Roadway Drainage (Phases I and II), Deerfield Beach Sand and Dune Stabilization, Re-nourishment, and Erosion Control, Deerfield Beach Boardwalk Volleyball Courts and Artificial Reef Improvements, Intersection Improvement Design of Goolsby Boulevard/Hillsboro Boulevard, Hillsboro Boulevard Streetscape Improvements, SW 15th Street Roadway Improvements, Sullivan Pioneer Park and Boat Ramp Improvements, Paradise Point Engineering Design Surveys, Comprehensive Plan Housing Element Update, Industrial Zoning Ordinance, Encroachment Exhibits Survey, ADA Sidewalk Assessments and Design, Powerline Industrial Park FEMA Drainage Study and Grant Application, and Highlands Park Improvements. The breadth of projects for more than 16 years contributed to creating safe, beautiful environments for the residents of the community and visitors.

City of Pompano Beach Surveying, Civil Engineering, and Landscape Architecture Continuing Services, Pompano Beach, FL: Principal-in-Charge. KEITH is providing general engineering services to the City on an as-needed basis on this ongoing continuing services contract. Some projects provided under this contract include Municipal Reclaimed Water Main Design, Force Main Replacement Design, Pompano Beach Branch Library Renovations, Municipal Golf Course, Dog Park, and Pier renovations, SE 8th Court Bridge Replacement, Reuse Water Main Distribution System, and Condition Assessments for Various City-owned Buildings and Facilities.

Parkland Stormwater Utility Feasibility Study, Parkland, FL: Principal-in-Charge/Project Manager. As part of the City's Continuing Engineering Contract, KEITH was tasked to complete an analysis of current stormwater management practices and plans to determine the current level of services and maintenance, capital improvements, and program management and administration. Tasks included the following: stormwater utility district boundaries; preliminary evaluation, including analysis of potential rate structure alternatives, billing methodologies, revenue requirements and estimation of potential revenue from each of the alternative rate structures; provided rate and fee structure comparisons to other stormwater utilities in the southeast Florida region; establishment of annual operating and maintenance costs, as well as identification of stormwater infrastructure updates and projects; development of a construction and financing schedule for improvements; project outreach as requested; meetings with Mayor and City Commissioners and presentation of study outcomes at City Commission meeting; and assistance with preparation of stormwater utility ordinance and assessment roll.

YEARS OF EXPERIENCE
15 years

YEARS WITH KEITH
14 years

EDUCATION
B.S. Civil Engineering,
University of North
Florida, 2010

**PROFESSIONAL
AFFILIATIONS**
Florida Engineering
Society (FES) Member
American Society of
Civil Engineering (ASCE)
Member

BIM Smart Foundation
Member

Parkland Advisory Board
Member

Planning and Zoning
Advisory Board Member

**PROFESSIONAL
REGISTRATIONS**
78625, Professional
Engineer, Florida

Envision Sustainability
Professional

Project Management
Professional PMP
2554175



Kelly Cranford, PE, ENV SP, with 34 years of experience has been instrumental in expanding the KEITH Water practice alongside the firm's existing talented staff. She brings a robust stormwater portfolio that expands throughout Florida.

Her municipal experience includes project development, scheduling, and implementation of projects under a \$40 million bond and City of West Palm Beach's 5-year CIP program projects; supervising SFWMD teams responsible for review, recommendation of approval, and enforcement of Environmental Resource and Consumptive Use permits, and supervising West Palm Beach construction coordinator teams.

Additionally, Ms. Cranford is considered an expert in FEMA's Public Assistance program and has FEMA Certifications through ISG400. She is also a certified Envision Sustainability Professional (Env. Sp.), which uses a rating system similar to LEED, but designed specifically for the infrastructure and areas surrounding buildings.

RELEVANT PROJECT EXPERIENCE

Stormwater Facilities Plan and Flooding Vulnerability Assessment, El Portal, Village of El Portal, FL: Kelly prepared facility plan meeting requirements of Florida Administrative Code 62-503 for village impacted by rising groundwater and surface water elevations. She modeled the existing and proposed system utilizing ICPR3. Kelly coordinated with Miami-Dade County and South Florida Water Management District to ensure proposed projects were consistent with adaptation plans for the area. Mitigation strategy options were presented along with the Facilities Plan findings at three public meetings before finalizing the report. Alternative stormwater and flood control sub-projects were evaluated and ranked based on the cost of construction, salvage value, operation and maintenance costs, number of homes served by the sub-project, existing and future risk of flooding, water quality benefit of the project, community support for project, and available funding for long term operation and maintenance of the sub-project. The resulting sub-project rankings were within the Village budget to construct and maintain. Design and construction of the eight highest ranked projects had an estimated cost of \$5.8 million, with the Phase 1 projects totaling \$994,000. The Village unanimously approved adoption of the Stormwater Facilities Plan on May 1, 2018. Implementation of the first phase of recommended sub-projects is anticipated to begin within 60 days. The adoption of the Facilities Plan positions the Village for design and construction phase funding assistance through the Clean Water State Revolving Fund (SRF) program.

Village of Miami Shores - Vulnerability Study, Miami Shores, FL: Project Manager - In partnership with Coastal Risk Consulting, develop roadmap for Village to act on predicted and existing tidal flooding conditions for wastewater system, stormwater system, seawalls, and roadways.

Master Stormwater Plans, Irrigation System Management, and Work Authorization Application Review, Southern Grove and Tradition CDDs, Port St. Lucie, FL: Kelly was responsible for review of revisions to the master stormwater plan for over 7,000 acres of development modeled in ICPR4, repairs and modifications to the system to improve system efficiency, permit compliance, and to review proposed construction within CDD.

Chain of Lakes Master Plan, Winter Haven, FL: Project engineer for civil components of master plan development for 60-acre park including new field house, renovation of existing theater and community center, ball fields, and activation of waterfront. Design included 2.5 miles of multi-use paths with connections to the City and County trail systems. The project included public involvement and estimates of probable construction costs. Kelly participated in stakeholder meetings and the design charrette. Pre-application meetings with FDOT and SFWMD were held. Construction cost for Phase 1 was \$28 million including the field house construction.

YEARS OF EXPERIENCE
34 years

YEARS WITH KEITH
1 year

EDUCATION
B.S. Civil Engineering,
University of Florida
1990

PROFESSIONAL REGISTRATIONS
51899, Professional
Engineer, Florida

Professional Affiliations
Florida Engineering
Society Member

Florida Engineering
Foundation Member

University of Florida
ESSIE Member



Mr. Omar Rodriguez is an emerging engineering professional specializing in Hydrology and Hydraulic Modeling and Water Resources engineering. Heavily involved in Floodplain Management, Urban Drainage, and Climate Adaptation. Gaining experience in water resources and civil engineering design projects including water, sewer, drainage systems, stormwater master plans, and flood mapping as well as County and State-Wide permitting. Mr. Rodriguez has demonstrated his various abilities and qualifications as an engineer including Flood Risk Management implementation using CAD, GIS, and Modeling software.

RELEVANT PROJECT EXPERIENCE

City of Parkland Vulnerability Assessment, Parkland, FL: Civil Engineer. KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the CITY as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

City of Plantation Zone 2 Basin Drainage Study, Plantation, FL: Civil Engineer. The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The final product will be compiled in a Stormwater Master Plan. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents. The proposed improvements prepared by KEITH will adhere to the respective federal, state and local regulations to meet water quality and quantity requirements. The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The culmination of the study's effort will be presented in the new and comprehensive stormwater master plan that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the integrity of the City's future is protected for the generations to come.

City of Parkland Citywide Stormwater Master Plan, Parkland, FL: Civil Engineer. As a part of the civil engineering team on this project, Omar performed 1D hydraulic modeling of the stormwater system in EPA SWMM. He assisted in preparing the Master Plan report which included cost analysis, and capital improvements projects recommendations. Omar also coordinated with the City of Parkland for modeling summarization and an external consultant that performed quality control reviews. KEITH was retained to provide a full range of engineering services in order to develop a comprehensive Stormwater Master Plan (SWMP) for the City. The SWMP involves input from the public, City Officials, and staff. KEITH evaluated the existing stormwater system, updating the GIS database and evaluating future developments and required improvements. KEITH was responsible for developing an "Existing Conditions Model" and "Proposed Conditions Model" using the public domain United States Environmental Protection Agency, Stormwater Management Model for the Ranches area (652-acres), the Hendrix Farms Area (596-acres), and Pine Tree area (1,987-acres) covering a total of approximately 3,235 acres. The Final SWMP recommended policies, strategies, and a prioritized and phased stormwater improvement program for current and future stormwater infrastructure needs. The SWMP included projected costs alternative funding mechanisms for each phase; review of existing permits for the water management districts that serve the City, as well as Broward County, South Florida Water Management District, North Springs Improvement District, and Pinetree Water Control District.

YEARS OF EXPERIENCE
6 years

YEARS WITH KEITH
5 years

EDUCATION
B.S. Civil Engineering,
Escuela Superior
Politecnica Del Litoral,
2018

M.S. in Hydroinformatics
and Water Management,
Université Côte d'Azur,
Brandenburg University
of Technology Cottbus-
Senftenberg, Warsaw
University of Technology,
Technical University of
Catalonia, Newcastle
University 2023

**PROFESSIONAL
REGISTRATIONS**
94885, Professional
Engineer, Florida

Certified Associate
in Project Management
(CAPM) Program
Management 2788463
Certified Floodplain
Manager



Mr. Stephen Williams with 46 years of experience has served as the record engineer for numerous water management, transportation, utility, municipal, aviation, recreation, roadway and land development projects in South Florida. Stephen started out his career working for the City of Plantation as Engineer in charge and he is innately familiar with the City and their permitting procedures. His Plantation project experience included roadway and site engineering design and analysis (paving, grading, drainage, water and sanitary sewer design and construction administration). He was the design engineer for drainage aspects of Plantation Central Park. Through his career he has served as the general municipal civil engineering consultant to Plantation, as well as Oakland Park, Miramar, Fort Lauderdale, Sunrise, Pompano Beach and Tamarac throughout his career. Notably, Mr. Williams developed a SWMM EXTRAN computer model for the 55,000-acre Indian River Farms Water Control District.

YEARS OF EXPERIENCE
47 years

YEARS WITH KEITH
10 years

RELEVANT PROJECT EXPERIENCE

Parkland Citywide Stormwater Master Plan, Parkland, FL: Project Manager. KEITH was retained to provide a full range of engineering services in order to develop a comprehensive Stormwater Master Plan (SWMP) for the City. The SWMP involves input from the public, City Officials, and staff. KEITH evaluated the existing stormwater system, updating the GIS database and evaluating future developments and required improvements. KEITH was responsible for developing an "Existing Conditions Model" and "Proposed Conditions Model" using the public domain United States Environmental Protection Agency, Stormwater Management Model for the Ranches area (652-acres), the Hendrix Farms Area (596-acres), and Pine Tree area (1,987-acres) covering a total of approximately 3,235 acres. The Final SWMP recommended policies, strategies, and a prioritized and phased stormwater improvement program for current and future stormwater infrastructure needs. The SWMP included projected costs alternative funding mechanisms for each phase; review of existing permits for the water management districts that serve the City, as well as Broward County, South Florida Water Management District, North Springs Improvement District, and Pinetree Water Control District.

Broward College North Campus Stormwater Plan, Coconut Creek, FL: Civil Engineer. KEITH is providing a Stormwater Master Plan that involves analysis of the existing drainage system's condition, stormwater modeling, identification of problem areas, and propose solutions to better the system along with a cost estimate for the proposed work. Once the Stormwater Master Plan has been created and approved by respective permitting agencies, KEITH will provide advisory services for working with potential land developers and their engineers regarding updates to the Stormwater Master Plan for the North Campus.

Mayfair Drainage Improvements, Sanford, FL: Civil Engineer. Under our continuing services agreement with the City of Sanford, KEITH is providing geospatial and civil engineering services for stormwater improvements to resolve regular flooding issues along Virginia Avenue and 4th Street. The drainage model will consist of the existing conditions of the project site's drainage basin using SWMM (Storm Water Management Model) software and will provide recommendations to address conveyance problem areas, including a stormwater analysis report, construction documents, specifications, and final inspections.

Hillsboro Shores Drainage Improvements, Pompano Beach, FL: Civil Engineer. The roadways in this high-end neighborhood were constructed at a very low elevation with the groundwater table very close to the surface. The existing drainage system consisted of sporadic drainage structures, undersized pipes, and roadside swales. The directive from the City was to add drainage structures, replace existing drainage structures, upsize the drainage system, and reconstruct the roadside swales without disturbing improvements that homeowners constructed in the City's right-of-way. The project involved preparing engineering plans and specifications to improve the drainage systems in the Hillsboro Shores area while minimizing impacts to the neighborhood's existing infrastructure and vegetation. The KEITH Team provided topographic surveying, horizontal designation services, location services, arborist services, public outreach, preliminary civil design, design development, and construction administration services.

EDUCATION
B.S. Civil Engineering,
University of Florida,
1977

PROFESSIONAL AFFILIATIONS
American Society of
Civil Engineers (ASCE)
Member

Florida Engineering
Society (FES) Member

National Society of
Professional Engineers
(NSPE) Member

PROFESSIONAL REGISTRATIONS
32090, Professional
Engineer, Florida



Mr. Thomas Green, PE, brings 21 years of experience as a civil engineer, senior project manager, and capital improvement program manager. Tom has performed for both public and private clients as an esteemed colleague and as a valued consultant and advisor. As Project Manager, Lead Engineer, and team leader, Tom has successfully managed multi-million dollar projects throughout South Florida and the Caribbean. In addition to his skills gleaned from years of navigating municipal board rooms, he has a highly diversified depth of experience with the on-the-ground details of complex development projects keeping them on scope, schedule, and under budget. Tom is proficient in state-of-the-art technologies such as AutoCAD, Land Desktop, ICPR, Microsoft Project, and ProLog construction management software.

YEARS OF EXPERIENCE
21 years

YEARS WITH KEITH
1 year

EDUCATION
B.S. Civil Engineering,
University of Florida,
2003

**PROFESSIONAL
REGISTRATIONS**
67558, Professional
Engineer, Florida

RELEVANT PROJECT EXPERIENCE

City of Parkland Vulnerability Assessment, Parkland, FL: Client Manager. KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the CITY as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

DC Alexander Park, Fort Lauderdale, FL: Civil Engineer. KEITH is assisting the Client in developing a KEITH Life/KEITH Play/KEITH Campus project that includes the visioning and redevelopment of an oceanfront park nestled in a unique 1+ acre spot on Fort Lauderdale's beachfront near the Fort Lauderdale Aquatic Center and International Swimming Hall of Fame. KEITH is providing services to the Client including survey/SUE, planning, civil and traffic engineering, landscape architecture, and construction observation. The KEITH Team assisted the Client with public engagement, turtle-compliant lighting, carefully planned stormwater infrastructure, shoreline habitat analysis, and practical and creative applications of stormwater mitigation practices resulting in a design that reflects and embraces the social and economic needs of the community. This award-winning project through its context - historic and present, its users, and the needs of the community - balances 'design for people' and 'design with nature' and is a testament to the value of comprehensive research, exploration, and analysis phases.

Lighthouse Point General Civil Engineering and Inspection Services, Lighthouse Point, FL: Civil Engineer. KEITH is assisting the Client in developing KEITH Life/KEITH Access/KEITH Campus/KEITH Play projects through this continuing services agreement for general consulting, engineering, and survey services. KEITH is providing services to the Client including civil engineering, survey, and inspection on an as-needed basis. The completed projects will continue to improve and enhance the quality of life for residents and guests to the community.

City of Fort Lauderdale Citywide Parks Bond Management, Fort Lauderdale, FL: Senior Project Manager. Tom was responsible for managing the City's \$200,000,000.00 park bond program and achieving the City's goal of improving 95 parks in the City's parks inventory.

Broward County Neighborhood Improvement Projects, Broward County, FL: Project Engineer. Tom assisted the County with the projects involving several phases of 30+ acres. Each phase included more than 300 residences. The projects included quantity takeoffs, cost estimates, roadway grading, drainage modeling, and sewer modeling.



Niles Warrick is an emerging engineering professional gaining experience in civil design projects including water, sewer, and drainage systems. In addition, Niles has municipal, county, and state-wide permitting experience including performing permit reviews for multiple municipal and county entities. He has demonstrated his various abilities and qualifications as an engineer including utility design using AutoCAD Civil 3D and stormwater modeling using Storm Water Management Models.

RELEVANT PROJECT EXPERIENCE

City of Parkland Vulnerability Assessment, Parkland, FL: KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the CITY as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

John Knox Village Stormwater Management Plan, Pompano Beach, FL: Project Engineer. KEITH is assisting the Client in the development of a KEITH Life/KEITH Campus project consisting of a senior residential facility, formal and semi-formal gardens, and surface parking. KEITH provides full services to the Client including civil engineering, survey/SUE, planning, landscape architecture, and CEI. The KEITH Team is assisting the Client with the preparation of a topographic and boundary survey, tree survey, existing utility map, and conceptual development of an overall Stormwater Master Plan for the property. Additional KEITH services include the estimated engineering design for Phase I projects, engineering for coordination and deliverable review, water modeling, stormwater modeling, permitting, water distribution, and wastewater collection plan delivering a safe, functional space for the community to thrive. KEITH is assisting the Client in the development of a KEITH Life/KEITH Campus project consisting of a senior residential facility, formal and semi-formal gardens, and surface parking. KEITH provides full services to the Client including civil engineering, survey/SUE, planning, landscape architecture, and CEI. The KEITH Team is assisting the Client with the preparation of a topographic and boundary survey, tree survey, existing utility map, and conceptual development of an overall Stormwater Master Plan for the property. Additional KEITH services include the estimated engineering design for Phase I projects, engineering for coordination and deliverable review, stormwater modeling, permitting, water distribution, and wastewater collection plan delivering a safe, functional space for the community to thrive.

Parkland Citywide Stormwater Master Plan, Parkland, FL: Niles was responsible for obtaining, reviewing, and implemented GIS data and LiDAR information for the preliminary development of the stormwater master plan utilizing stormwater modeling software. KEITH was retained to provide a full range of engineering services in order to develop a comprehensive Stormwater Master Plan (SWMP) for the City. The SWMP involves input from the public, City Officials, and staff. KEITH evaluated the existing stormwater system, updating the GIS database and evaluating future developments and required improvements. KEITH was responsible for developing an "Existing Conditions Model" and "Proposed Conditions Model" using the public domain United States Environmental Protection Agency, Stormwater Management Model for the Ranches area (652-acres), the Hendrix Farms Area (596-acres), and Pine Tree area (1,987-acres) covering a total of approximately 3,235 acres. The Final SWMP recommended policies, strategies, and a prioritized and phased stormwater improvement program for current and future stormwater infrastructure needs. The SWMP included projected costs alternative funding mechanisms for each phase; review of existing permits for the water management districts that serve the City, as well as Broward County, South Florida Water Management District, North Springs Improvement District, and Pinetree Water Control District. The City of Parkland presented a unique and challenging master planning process, with its large estate lots, newer single-family home developments, the on-going development of the annexed "Wedge", possible future annexation of the Hendrix property, and the limited commercial development, much of which occurred on prior agricultural land.

YEARS OF EXPERIENCE
6 years

YEARS WITH KEITH
6 years

EDUCATION
B.S. Civil Engineering,
University of Central
Florida 2018

**PROFESSIONAL
REGISTRATIONS**
94320, Professional
Engineer, Florida

Certified Floodplain
Manager US-22-12358
Envision Sustainability
Professional

**YEARS OF EXPERIENCE**
12 years**YEARS WITH KEITH**
8 years**EDUCATION**
B.S. Civil Engineering,
Florida Atlantic
University, 2012**PROFESSIONAL
REGISTRATIONS**
Professional Engineer,
Florida

Mr. Michael Cartossa has 12 years of experience as a civil engineer. Since 2012, he has worked on numerous land development projects in both the private and public sectors. His background in land development includes both residential and commercial projects such as shopping plazas, aviation facilities, gas stations, banks, car dealerships, restaurants, and storage facilities. He is proficient in performing due diligence, site planning, civil engineering design, permitting, and project closeout. In addition to his engineering experience, Mr. Cartossa is proficient in a variety of software and programs including AutoCAD, ICPR, Cascade, EPANET, FAARFIELD, MicroStation, MS Excel, MS Project, MS Office, Quattro Pro, and WordPerfect.

RELEVANT PROJECT EXPERIENCE

BCWWS Water Distribution Wastewater Stormwater CSC, Hollywood, FL: Project Manager. KEITH holds an ongoing engineering services contract with Broward County Water and Wastewater Services for new septic tank elimination program which consists of short sanitary sewer runs to serve small pockets of previously unserved properties. KEITH provides engineering services for water distribution, wastewater collection and storm water collection systems. As the Prime consultant, KEITH is providing design and construction support services throughout the county related to the septic tank elimination program.

City of Plantation Zone 2 Basin Drainage Study, Plantation, FL: Project Manager. The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The final product will be compiled in a Stormwater Master Plan. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents. The proposed improvements prepared by KEITH will adhere to the respective federal, state and local regulations to meet water quality and quantity requirements. The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The culmination of the study's effort will be presented in the new and comprehensive stormwater master plan that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the integrity of the City's future is protected for the generations to come.

Coconut Creek Hillsboro Pines Water Main Extension, Coconut Creek, FL: Project Manager. Under our continuing services contract for the City, KEITH was retained to provide professional engineering services for the design, permitting, construction management, and coordination for three areas in the Hillsboro Pines Community. Areas 1, 2 and 3 entailed of design of approximately 1,600-LF of 8" water distribution main and associated fire hydrants, water services, and other related distribution systems. KEITH served as the prime consultant managing a multi-disciplinary team. In-house services included landscape architecture, civil engineering, surveying and SUE services.

City of Parkland Ranches Ditch Embankment and Canal Assessment, Parkland, FL: Project Manager. KEITH, under our continuing services agreement with the City, assisted the Client in developing a KEITH Life project that included assessment and restoration of residential ditch embankment erosion on the North Side of Trotters Lane (NW 72nd Avenue) and a study of future canals in the Ranches subdivision of Parkland, FL. KEITH provided services to the Client including civil engineering, survey, geotechnical, and construction management and administration. The KEITH Team assisted the Client in topographic survey of ditch restoration areas, civil designs for repair and restoration of the ditches, geotechnical testing, assessment, and recommendations, production of construction documents, specifications, and bid assistance, photographing and measuring locations for potential future canals in the area and producing a report ranking the areas by priority.

**YEARS OF EXPERIENCE**
23 years**YEARS WITH KEITH**
6 years**EDUCATION**
A.S. Civil Engineering,
Broward College, 2019**PROFESSIONAL
REGISTRATIONS**
Certified Floodplain
Manager

Mr. Freddy Ascuntar has extensive experience in CADD design as an engineering technician and project manager. Currently he is a student attending Broward College and is working towards his Bachelor's Degree in Civil Engineering. Set to graduate in the Spring of 2022, Mr. Ascuntar has already proven himself qualified and skilled as a project engineer at KEITH. Prior to starting with our team, he served as a senior CADD designer, creating technical drawings catered to individual engineering or architectural contract specifications. He is proficient in software including AutoCAD and MicroStation.

RELEVANT PROJECT EXPERIENCE

John Knox Village Stormwater Management Plan, Pompano Beach, FL: Project Engineer. KEITH is assisting the Client in the development of a KEITH Life/KEITH Campus project consisting of a senior residential facility, formal and semi-formal gardens, and surface parking. KEITH provides full services to the Client including civil engineering, survey/SUE, planning, landscape architecture, and CEI. The KEITH Team is assisting the Client with the preparation of a topographic and boundary survey, tree survey, existing utility map, and conceptual development of an overall Stormwater Master Plan for the property. Additional KEITH services include the estimated engineering design for Phase I projects, engineering for coordination and deliverable review, stormwater modeling, permitting, water distribution, and wastewater collection plan delivering a safe, functional space for the community to thrive.

Broward College Reclaimed Water Supply, Davie, FL: Project Engineer/Permitting. KEITH provided research for the feasibility for Broward College to connect the campus chiller plant and irrigation system to the reclaimed water lines from the Town. KEITH developed the estimate for the expense of modifying the existing system and drafted a conceptual design. KEITH worked as a liaison between the Town of Davie and the client to best present the hardships and benefits to the client. KEITH prepared a feasibility study report based on the research.

NE 2nd Street from SR A1A to Riverside Street Improvements, Pompano Beach, FL: Project Engineer. The City of Pompano Beach CRA secured the services of KEITH to provide traffic signal and roadway improvement, complete construction/program management, and construction engineering to ensure the integrity of the design intent and certify that the construction work has been completed in substantial compliance with the approved documents and permits. KEITH provided issue clarifications, shop drawing reviews, periodic site visits, as-built reviews, final inspections/certifications, and participated in client and city meetings.

Seagis Parkway Drainage Review - JAZPWY, Fort Lauderdale, FL: Project Engineer/Permitting. The client requested that KEITH provide due diligence services including drainage review services related to recurring drainage issues on the site. The initial civil, survey, and geotechnical services included 1) project research, site visits, document review and preparation of Due Diligence Report, 2) coordination and meetings with client and regulatory agencies, 3) topographic survey, 4) first phase of the geotechnical investigation, 5 soil borings, and 5) first phase Subsurface Utility Engineering for location of drainage structures. Additionally, civil tasks were expanded to include pavement marking and signage plans. Landscape architecture services included an existing tree inventory and the development of final construction/permit drawings. Construction services included construction observation, shop drawing reviews, periodic site visits, final inspections, and certifications.

Mayfair Drainage Improvements, Sanford, FL: Project Engineer/Permitting. KEITH is assisting the Client, under its continuing services contract with the City, in developing a KEITH Access project to mitigate regular flooding issues along Virginia Avenue and 4th Street. KEITH provides services to the Client including survey/SUE, civil engineering, permitting, bidding assistance, and construction management. The KEITH Team assisted the Client with a drainage model consisting of existing conditions of the drainage basin using Stormwater Management Model (SWMM) software indicating problem areas, including a stormwater analysis report, construction documents, specifications, and final inspections to improve conditions in this neighborhood.

Sam is a seasoned surveying and mapping services manager with experience in large-scale, public-sector surveying, LiDAR, subsurface utility engineering and utility projects through state agencies, federal, and FDOT design, design-build, CEI, and PD&E assignments. Sam's operational management and business development experience translated into oversight of geospatial operations ranging in revenue from \$5 million to \$30 million. Sam brings strong technical skills and an ability to read and interpret complex plans and analyze and interpret multi-source data to achieve project goals. Sam has a deep understanding of professional services contracts, risk, and exposure related to surveying, airborne/mobile LiDAR, and SUE/utility locating projects.

RELEVANT PROJECT EXPERIENCE

Calvary Chapel Fort Lauderdale Master Stormwater Permitting Plan, Fort Lauderdale, FL:

Lead Surveyor. KEITH is assisting in the development of an overall master storm water permit for the entire east campus of Calvary Christian School. The project site is located at 2401 W Cypress Creek Road, Fort Lauderdale, FL and consists of 4 parcels. Two of the parcels of the main/east campus total +/- 75 acres and the remaining two parcels of the west campus total +/- 10 acres. KEITH is responsible for the surveying and mapping (including topography, boundary, and tree surveying), planning, and civil engineering services for the east campus.

John P. Lyons Lane Drainage Improvements—FEMA HGMP, Pembroke Park, FL: Lead Surveyor. KEITH is assisting the Client in developing a KEITH Access project including solving regular flooding issues along Lyons Lane/SW 31 Avenue associated with requirements from the FEMA-Phase 1 Hazard Mitigation Grant Program (HGMP) issued to the Town for initial design. Previously completed phased drainage improvements relied on limited exfiltration trenches to handle stormwater for the roadway and surrounding properties. This project extends the stormwater collection system and installs a centralized stormwater pump station. The new pump station will connect ultimately into the South Florida Water Management District's C-10 Canal. KEITH is providing civil engineering and survey/SUE services to the Client. KEITH manages a multi-disciplinary team to provide mechanical and electrical design services.

Mayfair Drainage Improvements, Sanford, FL: Lead Surveyor. KEITH is assisting the Client, under its continuing services contract with the City, in developing a KEITH Access project to mitigate regular flooding issues along Virginia Avenue and 4th Street. KEITH provides services to the Client including survey/SUE, civil engineering, permitting, bidding assistance, and construction management. The KEITH Team assisted the Client with a drainage model consisting of existing conditions of the drainage basin.

Flagler Drive Six Specific Purpose/Topo Surveys, West Palm Beach, FL: Lead Surveyor. KEITH was tasked to provide this series of six (6) Specific Purpose/Topographic Surveys including collection and depiction of surface features along Flagler Drive. The surveys support the installation of new structures and pipes to house in-line tide control valves, and potential replacement of existing stormwater pipes and/or structures within the project areas. Surveys were performed at the Dyer Road, Almeria Road, Valencia Road, Granada Road, Barcelona Road, and just north of Barcelona Road intersections with South Flagler Drive. Survey shows the surface improvements and aerial utility facilities. Trees are noted by common name and trunk diameter. Storm and Sanitary structures are noted with the structure rim elevation, pipe invert elevation, pipe diameter, material, connectivity and direction. Elevations were obtained at 20' intervals along pavement and hard surfaces. Seawalls were located with elevation at top of wall at 20' intervals. Seawall rubble riprap was located with elevations, along with one shot past apparent existing water elevation to depict silt elevation adjoining the rubble riprap. Road rights of way were depicted as per Palm Beach County Property Appraiser GIS database linework, adjusted to correspond to apparent right-of-way occupation (property corners when apparent, back of sidewalk, or other identifiable occupation lines). KEITH engaged with utility agency owners (UAO's) by filing a Sunshine One Call Design Ticket and then distributed project area exhibits to contacts.



YEARS OF EXPERIENCE
25 years

YEARS WITH KEITH
2 years

EDUCATION
M.S. GPS Satellite
Surveying and Conformal
Mapping, University of
Maine, 2007

B.S. Geography and
Anthropology, University
of Southern Maine, 2005

**PROFESSIONAL
AFFILIATIONS**
Florida Surveying and
Mapping Society (FSMS)
Member

American Association
of Geodetic Surveyors
(AAGS) Member

American Council of
Engineering Consultants,
Florida (ACEC-FL)
Member

Florida Utilities
Coordinating Committee
Member

American Society of
Civil Engineering (ASCE)
Member

American Public Works
Association (APWA)
Member

**PROFESSIONAL
REGISTRATIONS**
LS6644, Professional
Surveyor and Mapper,
Florida

CSX Safety Certification

Florida East Coast
Railway "RWP" Safety
Certification

Temporary Traffic
Control Certification,
Intermediate

Trimble Certified Trainer



Education

M.E./Coastal and
Oceanographic Engineering,
University of Florida

B.S./Civil Engineering, Clemson
University

Licenses/Certifications

Professional Engineer - FL
(#57423)

Certified Floodplain Manager –
U.S. (US-16-09181)

Years of Experience

31 24

Total With firm

Memberships

Association of State Floodplain
Managers

American Council of
Consulting Engineering
Companies (ACEC) – State
Water Resources Director
(2018 – ongoing)

Florida Chapter American
Water Resources
Association – Board of
Directors (2006–2018)

Florida Floodplain Managers
Association – (2017 –
Ongoing) Region 2
Representative



Michael J. DelCharco, P.E., CFM

Senior Vice President, Service Group Leader - Coastal Strategies

Mr. DelCharco leads Taylor Engineering's Coastal Strategies group and is charged with developing the next advancements in coastal and riverine flood resiliency - moving communities from planning to action. He serves as project manager on ongoing resiliency studies, development of innovative tools for communities, and larger coastal and water resources projects. He is also project manager for coastal and riverine flood risk studies, Everglades Restoration Program studies, environmental mitigation studies, and other combined riverine and coastal-related projects.

Project Experience

Florida Department of Environmental Protection (FDEP) Statewide Vulnerability

Assessment, FL (Ongoing) -- Project manager for this study to conduct a statewide Vulnerability Assessment to sea level rise and riverine flooding. This project includes modeling rainfall/runoff and GIS mapping of flood hazards for the entire state. This is an ambitious effort and will be the first of its kind in the nation.

Florida Department of Environmental Protection SLIP Study, State of Florida (Ongoing) –

Taylor Engineering is developing a map-based web application to help applicants generate a Sea Level Impact Project report. This outward-facing tool will apply existing storm surge data, DEMs, sea level rise estimates, and other data to inform applicants of their risk exposure to future sea level conditions. Mr. DelCharco is currently working with the FDEP to expand the SLIP tool for new legislative requirements to capture the Coastal Building Zone.

Sarasota County Vulnerability Assessment, Sarasota County, FL (Ongoing) –

Sarasota County received funding from the Resilient Florida Planning Grants Program to conduct a county-wide vulnerability assessment following the FDEP state standards. Mr. DelCharco leads the vulnerability assessment of the County's coastal infrastructure, analyzing sea level rise and pluvial flood risks. This study will result in an adaptation action plan the County can use to target mitigation projects and apply for FDEP grants.

City of Sarasota Vulnerability Assessment, Sarasota, FL (Ongoing) – The City of Sarasota received funding from the Resilient Florida Planning Grants Program to conduct a city-wide vulnerability assessment following the FDEP state standards. Mr. DelCharco leads the vulnerability assessment of the City's coastal infrastructure, analyzing sea level rise and pluvial flood risks. This study will result in an adaptation action plan the City can use to target mitigation projects and apply for FDEP grants.

City of Venice Resilience Plan, City of Venice, FL (Ongoing) – Mr. DelCharco is the technical lead for this City-wide Vulnerability Assessment and Adaptation Recommendations. The outcome of this project is to help Venice become more resilient and reduce the impacts of sea level rise and flood events. This project is funded by Florida Planning Grants Program, which Taylor Engineering helped the City receive.

Florida Department of Environmental Protection Standardized Vulnerability Assessment, State of Florida (2022) – When the state legislature passed SB 1954, the FDEP asked Taylor Engineering to develop the standardized vulnerability assessment scope of work and estimated cost ranges communities should use in their assessments. The purpose of this standardized vulnerability assessment is to provide guidance to municipalities seeking to comply with the Florida Department of Environmental Protection's requirements for evaluating the risk of flooding and sea level rise. The guidance provides information about the minimum technical standards needed for local vulnerability assessments, with a summary of the tasks and deliverables.



Education

B.A./Geography,
Cartography/Physical
Geography, University of
Florida

Certificate/Environmental
Studies, University of Florida

Licenses/Certifications

Certified GIS Professional –
U.S. (#31580)

Certified Floodplain Manager –
U.S. (#US-06-01965)

Years of Experience

21 18

Total With firm

Memberships

Geographic Information
Systems Certification
Institute

Association of State Floodplain
Managers



G. Patrick Lawson, GISP, CFM

Director of Geospatial Sciences

Mr. Lawson is a certified GIS professional and floodplain manager with extensive experience providing GIS services for environmental evaluation and large-scale GIS data development projects. He is well-versed and experienced with GIS data collection, analysis, and mapping. As the director of geospatial sciences, he deploys and automates projects for the water resources, coastal, environmental, and waterfront groups at Taylor Engineering. Mr. Lawson has used this experience to create automated techniques that identify inundation depths and flood risk for critical assets, neighborhoods, and other features for resilience projects. These automated techniques provide efficiency and help to eliminate errors when calculating inundation depths for thousands of assets from a dozen or more flood scenarios.

Project Experience

Florida Department of Environmental Protection (FDEP) Statewide Vulnerability

Assessment (VA), FL (Ongoing) – Lead GIS professional for this study to conduct a statewide Vulnerability Assessment to sea level rise and riverine flooding. This project includes modeling rainfall/runoff and GIS mapping of flood hazards for the entire state. This is an ambitious effort and will be the first nation.

Florida Department of Environmental Protection (FDEP) Development of GIS Standards for Florida Resiliency Vulnerability Assessments

– Lead GIS professional for this study to develop a statewide Vulnerability Assessment GIS standard that the FDEP uses for all grant-funded VAs.

City of Venice Resilience Plan Update, Venice, FL (Ongoing) – City of Venice received a Resilient Florida planning grant which Taylor Engineering helped write, which funds this work. Mr. Lawson leads the GIS team in developing an infrastructure database, flood hazard mapping, sensitivity analysis, and final maps, analysis, and databases. This plan will update the Venice Resilience Plan to be in compliance with the new Florida statute, 380.093.

Sarasota County Vulnerability Assessment, Sarasota County, FL (Ongoing) – The County has requested Taylor Engineering’s assistance with completing a vulnerability assessment in accordance with state statutes. Mr. Lawson is leading the GIS tasks to identify critical County assets that are vulnerable to flooding under existing and projected future conditions and begin identifying adaptation projects/strategies that the County could implement to protect its critical assets.

City of Sarasota Vulnerability Assessment and Resiliency Plan, Sarasota, FL (Ongoing) – Mr. Lawson is leading the GIS efforts to identify critical assets, solicit feedback from the community on these assets, map flood hazard risks, perform a sensitivity analysis, and develop the final Vulnerability Assessment for the City.

City of St. Augustine Vulnerability Assessment, St. Augustine, FL (Ongoing) – Taylor Engineering is providing coastal resilience expertise to the Jones Edmunds team conducting the City of St. Augustine Vulnerability Assessment. Mr. Lawson is supporting the creation of GIS files for storm surge, high tide flooding, and sea level rise and participating in Stakeholder Meetings and Public Outreach.

Pasco County Resilient Project, Pasco County, FL (Ongoing) – Mr. Lawson is supporting the County’s Resiliency Analysis with an evaluation of coastal flood risks with respect to storm surge and sea level rise in accordance with the Resilient Florida Vulnerability Assessment approach.



Ashley Lein, E.I.

Staff Coastal Engineer

Ms. Lein joined Taylor Engineering in 2024 as a staff coastal engineer in the Coastal Strategies service group. Ms. Lein's training is in civil engineering with a specialization in coastal engineering and resilience planning. Her previous experience and technical understanding of site development within environmentally sensitive areas provide insight into resilience and adaptation planning in vulnerable communities. She works on a variety of projects assisting communities through vulnerability assessments, climate adaptation plans, sourcing federal and state grant funding, public engagement and workshops, FEMA flood insurance studies, and floodplain management.

Education

M.S./Civil Engineering,
University of North Florida
(expected May 2026)

B.S./Civil Engineering,
University of North Florida

Licenses/Certifications

Engineer Intern—FL

Years of Experience

5 **<1**
Total With firm

Memberships

American Society of
Civil Engineers
(ASCE)

Coasts, Oceans, Ports,
and Rivers Institute

Home Builders
Association

Project Experience

City of Fernandina Beach Vulnerability Assessment, Fernandina Beach, FL (2024) –

Community Resilience Planner for the City of Fernandina Beach's Vulnerability Assessment, which exceeded the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets, produce flood risk maps of assets and flood conditions, and conduct public engagement workshops to discuss local concerns and priorities. Focus areas for adaptation planning were identified and adaptation strategies were recommended to assist the city in planning for priority projects and to secure future grant funding.

City of Panama City Vulnerability Assessment and Adaptation Plan, Panama City, FL (2023) –

Community Resilience Planner for the City of Panama City's Vulnerability Assessment (VA) and Adaptation Plan, which exceeded the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets, produce flood risk maps of assets and flood conditions, and conduct public engagement workshops to discuss local concerns and priorities. Community engagement workshops included interactive events with residents and city staff officials as well as presentations to city commissioners and council members. Results from the VA and feedback from community engagement guided the Adaptation Plan which further refined identified focus areas for adaptation planning, policy recommendations including Peril of Flood language, adaptation and mitigation strategies, and federal and state grant funding options. The project concluded with a list of 10 recommended capital improvement projects based on the outcomes of the analyses.

City of Port Richey Vulnerability Assessment and Adaptation Plan, Port Richey, FL (2023) –

Community Resilience Planner for the City of Port Richey's Vulnerability Assessment and Adaptation Plan, which exceeded the standards set forth in the 380.093 F.S. guidelines to assess the community's exposure to current and future flood conditions, inventory public and privately owned critical and regionally significant assets, produce flood risk maps of assets and flood conditions, and conduct public engagement workshops to discuss local concerns and priorities. Community engagement workshops included interactive events with residents and city staff officials to discuss local concerns, priorities, and assessment results. Results from the VA and feedback from community engagement guided the Adaptation Plan which further refined identified focus areas for adaptation planning, policy recommendations including Peril of Flood language, adaptation and mitigation strategies, and federal and state grant funding options.





Education

M.S./Civil and Environmental Engineering, South Dakota School of Mines and Technology

B.S./Environmental Engineering, Florida Gulf Coast University

Licenses/Certifications

Professional Engineer – FL (#96674)

Years of Experience

5 5

Total With firm

Joseph Wilder, P.E.

Water Resources Engineer

Mr. Wilder joined Taylor Engineering in 2018. His experience includes gathering data, conducting hydrologic and hydraulic modeling, and writing technical/professional reports. Mr. Wilder is an expert in integrated groundwater/surface water modeling using MIKE SHE and MIKE HYDRO and is experienced with ArcGIS, EPA SWMM, HEC-HMS, and HEC-RAS. He primarily focuses on the hydrologic and hydraulic modeling aspects of water resources engineering projects. He completes data collection/processing, model setup and development, calibration and validation, storm simulation design, and post-processing tasks.

Project Experience

South Florida Water Management (SFWMD) District C-7 (New River) Watershed Flood Protection Level of Service Adaptation Planning and Mitigation, Miami-Dade County, FL (Ongoing) – Mr. Wilder is leading the detailed modeling of the New River Watershed – including the City of Opa-Locka – examining groundwater and surface water systems. The modeling includes an assessment of existing conditions and future conditions with increased rainfall and sea level rise predictions. This modeling should be leveraged for the City's upcoming Vulnerability Assessment study. The goal of the SFWMD study is to develop basin-wide adaptation strategies to address flood prone areas and identify flood mitigation projects needed to maintain or improve the level of flood protection provided by the District's flood control infrastructure (future with project). The project includes public outreach and stakeholder involvement in the basin and development of GIS tools to present flood risks to the community.

Broward County Future Needs Assessment Modeling, Broward County, FL (Ongoing) – Project to identify vulnerable areas in four water control districts (WCDs) and recommend mitigation projects to strengthen the WCDs' system(s) against current and future storms, extended dry seasons, and sea level rise. By identifying deficiencies in the system under current conditions, a set of recommended improvement projects will be examined to demonstrate the potential impacts the improvement projects could have on the flood vulnerability of the four WCDs. Future conditions include land use changes, increased groundwater elevations, sea level rise (SLR), and potential future rainfall conditions. The future conditions assessment will identify and test additional improvement projects to reduce vulnerability to future conditions and SLR.

South Florida Water Management District (SFWMD) C8 & C9 Phase 2 Mitigation Planning, Miami Dade and Broward Counties, FL (Ongoing) -- The major work products expected from this study are an Adaptation Planning and Mitigation Projects Study Report detailing adaptation strategies consisting of a suite of long-term and short-term mitigation projects for the C8 and C9 watersheds with accompanying documentation and application of models to document adaptation measures, associated damage assessment and cost estimate, and adaptation pathway to ensure the level of service is maintained or improved under projected future sea level rise conditions.





Michael A Antinelli, PE, CFM



PRINCIPAL (PROJECT MANAGER)

Michael A. Antinelli, PE, CFM is a Principal & Co-Founder of Brizaga and is responsible for the oversight of all projects and engineering practices conducted by the firm. He has extensive experience in the practices of coastal and marine engineering, stormwater management, flood mitigation, site civil engineering, and regulatory permitting. As a Certified Floodplain Manager, he couples the technical components of engineering with the laws and regulations enforced by the local, state, and federal governing bodies to provide clients with the most comprehensive planning tools in preparation for flood-related incidents and disasters, including sea level rise and storm surge. He has led the design of numerous federally funded storm surge and sea level resiliency projects for transportation authorities and historic landmarks.

Education:

- M.S., Coastal & Oceanographic Engineering, University of Florida, 2011
- B.S., Civil Engineering, University of Florida, 2010

Affiliations:

- American Society of Civil Engineers
- Association of State Floodplain Managers

Licensure:

- Professional Engineer: FL #78513, NY #102714, NJ #24GE05623200
- Certified Floodplain Manager, US-17-09709

Specializations & Licensure:

- Coastal/Marine Engineering
- Stormwater & Floodplain Management
- Flood Mitigation Engineering
- Resilience and Adaptation Strategy

Project Experience

SOUTHEAST PALM BEACH COUNTY VULNERABILITY ASSESSMENT

Southeast Palm Beach County, Florida | 2019 - 2021

- Acted as the Community Captain for the cities of Ocean Ridge and Highland Beach and assisted in the identification of climate threats, assembling of data pertinent to community assets, and assessment of vulnerabilities and their associated risks.
- Assisted in investigating potential adaptation strategies and synthesize all tasks into an actionable long-term resilience plan.
- Ensured that all meetings were informative and interactive.
- Provided construction administration services including shop drawing reviews, RFI responses, site visits, and project close-out.

VILLAGE OF KEY BISCAYNE RESILIENCY STRATEGY

Village of Key Biscayne, Florida | 2022 – Ongoing

- Developing a Resilience Strategy for the Village of Key Biscayne, including evaluating threats, developing goals, and ultimately working with the consultant team to build an implementation and integration plan that examines all projects across the Village.
- Leading the development of the Village-wide vulnerability assessment examining the effects of flooding, wind, heat, and erosion effects on the physical and economic landscape.
- Participating in outreach and engagement efforts, including building a brand for the resilience program and associated educational materials.

BRINY BREEZES VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

Town of Briny Breezes (Corporation), Florida | 2021 – 2022

- Led the development of one of the first-of-its-kind community-wide adaptation plans focusing on flooding and the impacts of climate change, including rising sea levels.
- Performed a vulnerability assessment for at-risk assets and produced a comprehensive community adaptation plan proposing actions to adopt.
- Inventoried and inspected over 6,000 feet of waterfront infrastructure to identify remaining structure life and estimate repair and replacement costs.

CITY OF CORAL SPRINGS STORMWATER MASTER PLAN

City of Coral Springs, Florida | 2022 – Ongoing

- Spearheaded the development of a vulnerability assessment to complement the stormwater master plan to aid in the identification of stormwater infrastructure priorities.
- Developed metrics for evaluating vulnerability and prioritizing asset improvement through a triple bottom line lens, focusing specifically on physical impacts, economic impacts, and environmental impacts.
- The analysis was conducted utilizing Brizaga's Adaptation Prioritization Exercise, or APEx, which includes impacts and threats that may occur to infrastructure and the community.



Alec Bogdanoff, Ph.D.



PRINCIPAL SCIENTIST (GRANTS & COMPLIANCE LEAD)

Alec Bogdanoff, Ph.D. is a policy-trained oceanographer and meteorologist with nearly two decades of policy and political experience, including managing campaigns and authoring legislation on a state and federal level. He is an adept project manager with experience leading complex multi-jurisdictional resilience assessments. He has an extensive background in simplifying and effectively communicating complex scientific processes for general audiences. For Brizaga, Alec is responsible for monitoring and identifying scientific research and advances in sea level rise and climate change, including datasets and models, to further develop internal technologies, as well as leading resilience and adaptation planning, strategic communications, and public outreach and engagement. Alec also serves as the Science Advisor for the American Flood Coalition.

Education:

- Ph.D., Physical Oceanography, Massachusetts Institute of Technology (MIT)/ Woods Hole Oceanographic Institution (WHOI), 2016
- M.S., Meteorology, Florida State University, 2010
- B.S., Meteorology, Florida State University, 2008

Affiliations:

- Greater Fort Lauderdale Chamber of Commerce (Chair, Government Affairs Council; Member, Board of Directors)
- American Meteorological Society
- American Geophysical Union
- American Society of Adaptation Prof.
- American Planning Association
- Urban Land Institute (Chair, District Resilience Committee; Member, District Management Committee)

Specializations:

- Climate Science
- Meteorology & Oceanography
- Resilience & Adaptation Planning & Strategy
- Public Policy
- Strategic Communications
- Public Outreach & Engagement

Project Experience

HOLLYWOOD STORMWATER MASTER PLAN

City of Hollywood, Florida | 2020 – Ongoing

- Directing outreach and education associated with the City of Hollywood's Stormwater Master Plan.
- Serving as project director for the communications and outreach team, which included the development of a communication strategy, assistance with the creation of materials for print, social media, and newsletters, and planning and execution of the public outreach meetings. The materials developed were designed for consumption by the general public.
- Supporting grant applications for resilience planning and projects, including over \$1 million in state resilience grants.
- Led stakeholder and public outreach engagement through webinars and roundtables highlighting the project's progression to obtain feedback and provide an alignment on research findings for an industry-wide audience.

SOUTHEAST PALM BEACH COUNTY VULNERABILITY ASSESSMENT

Southeast Palm Beach County, Florida | 2019 – 2020

- Acted as Outreach Director and assisted in identifying climate threats, assembling data pertinent to community assets, and assessing vulnerabilities and their associated risks.
- Produced a tailored Outreach Plan and Menu for each jurisdiction and the County to help provide a long-term plan for engagement, including outreach methods from workshops and charrettes to social media and blog posts.
- Coordinated and led public outreach meetings that helped facilitate productive feedback, as well as led the final interactive workshop that will share the final assessment results.
- Lead the investigation of adaptation strategies and long-term planning.

VILLAGE OF KEY BISCAIYNE RESILIENCY STRATEGY

Village of Key Biscayne, Florida | 2022 – Ongoing

- Developing a Resilience Strategy for the Village of Key Biscayne, including evaluating threats, developing goals, and ultimately working with the consultant team to build an implementation and integration plan that examines all projects across the Village.
- Leading outreach and engagement efforts, including building a brand for the resilience program and associated educational materials.

BRINY BREEZES ADAPTATION PLAN

Briny Breezes Corporation, Briny Breezes, Florida | 2021 - 2022

- Project Manager for the Adaptation Plan, which assessed and identified top risk factors and vulnerabilities to create a prioritized list of at-risk assets with input from stakeholders supported by Brizaga's Adaptation Prioritization Exercise (APEX) tool.
- Considered risk exposure, sensibility, and adaptive capacity for the entire community concerning flooding and sea level rise.
- Devised a roadmap for adaptation with near-, medium-, and long-term strategies, ranging from raising seawalls to the replacement of water pumps, and furnish high-level cost estimates for all proposed resilience actions.



Evan Blanchard, ENV SP



STAFF SCIENTIST

Evan Blanchard is an Environmental Scientist with a focus on Coastal Processes. With previous experience in water chemistry, environmental permitting, and coastal geomorphology, Evan possesses a multi-disciplinary solid background. As staff scientist, Evan is responsible for project management and technical writing on various projects but primarily focuses on GIS based vulnerability assessments. Through his various projects at Brizaga; Evan has significantly grown in his scientific communication skills focusing on distilling information to the basics where most anyone can understand without sacrificing details.

Education:

- B.A, Environmental Science and Policy, Florida State University, Tallahassee
- M.S, Environmental Science, Florida Atlantic University

Affiliations:

- American Shore and Beach Preservation Association
- Institute of Sustainable Infrastructure

Specializations:

- Coastal Geology
- Geographic Information Systems (GIS)
- Environmental Permitting
- Technical Writing

Project Experience

VILLAGE OF KEY BISCAYNE RESILIENCY STRATEGY AND VULNERABILITY ASSESSMENT

Village of Key Biscayne, Florida | 2022 – Ongoing

- Served as the Vulnerability Assessment team's GIS and data collection specialist.
- Developing a GIS-based Resilient Florida grant program-compliant Vulnerability Assessment for the entire Town of Ponce Inlet, analyzing several hazards, including tidal flooding, storm surge flooding, groundwater flooding, compound flooding, extreme heat, coastal erosion, and wind.
- Writing technical reports based on the GIS maps.
- Aided in the development of the Key Biscayne Resilient Infrastructure Strategy.

TOWN OF BRINY BREEZES VULNERABILITY ASSESSMENT

Town of Briny Breezes, Florida | 2022 - Ongoing

- Developed a GIS-based Resilient Florida grant program-compliant Vulnerability Assessment for the entire Town of Briny Breezes, analyzing:
 - Tidal flooding
 - Storm surge flooding
- Ensured that the entire assessment and accompanying materials qualified for the Resilient Florida Grant Program.
- Provided stakeholder engagement support to the Outreach team, attending several public meetings.
- Wrote the comprehensive final report and several technical memos on the project.

CAPTIVA ISLAND VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

Captiva Island, Florida | 2022

- Co-developed and performed GIS methodology for an island-wide multi-hazard vulnerability assessment.
- Ensured that the entire assessment and accompanying materials qualified for the Resilient Florida Grant Program.
- Improved Brizaga's APEX tool by integrating criticality as an additional aspect of asset prioritization.
- Wrote the comprehensive final report as well as several technical memos on the project.

CITY OF CORAL SPRINGS STORMWATER MASTER PLAN

City of Coral Springs, Florida | 2022 – Ongoing

- Executing GIS mapping for the City based on Prime Consultant's precipitation based flood modeling.
- Preparing the Vulnerability Assessment for the City based on GIS results as well as APEX critical asset prioritization.
- Wrote several methodology memos, summarizing our Vulnerability analysis techniques.

MIAMI PRIVATE PROPERTY ADAPTATION PROGRAM

City of Miami, Florida | 2023

- Created the GIS database utilized by the Brizaga team for geographic information and satellite/lidar data.
- Drafted several private property adaptation reports.



HELLO, I AM
YVONNE GARTH
PUBLIC OUTREACH MANAGER

YEARS IN INDUSTRY

31 years

ROLE ON PROJECT

Public Outreach Manager

SKILLS & SPECIALTIES

Public Outreach Management

Campaign Execution

Brand Management

Marketing Communications

Stakeholder Communications

Strategic Planning

WHY YVONNE?

Extensive experience coordinating public outreach on various projects over the past 20 years.

Trusted Public Relations & Marketing expert with over 30 years of developing successful strategies for high profile clients.

Planned and implemented successful events of different scopes to connect clients with the intended parties.

Provides her clients with outstanding service by consistently thinking outside the box to deliver innovative solutions.

PROFESSIONAL BIO

Yvonne, President & CEO of Garth Solutions, Inc. (GSI), offers over 30 years of relevant experience leading strategic public relations, marketing, and communications programs for some of the most marquis clients and brands. Yvonne has led the GSI team in support of visible and provocative projects by implementing public relations and grassroots communication campaigns that promote awareness and stakeholder buy-in. From brand development, targeted messaging, media relations, community meetings, to directing dynamic multimedia creation, Yvonne and GSI are the trusted partners of notable public and private clients in Florida and beyond.

Prior to launching GSI in 2003, Yvonne spent 15 years as an Advertising and Public Relations Executive at a top Agency where she led campaigns for global brands like Mobil, McDonalds, Domino's Pizza and more. Yvonne is renowned among public sector clients for her ability to leverage her deep community relationships to facilitate effective communication solutions that deliver measurable results consistently.

PROJECTS & EXPERIENCE

SAMPLE OF RELEVANT PROJECTS:

City of Opa-Locka Parks and Recreation Master Plan | Opa-Locka, FL

MDAD-Bombardier Service Center Opa-Locka Airport | Opa-Locka, FL

City of Miami Gardens Municipal Complex | Miami Gardens, FL

Solē Mia Local Preference Program | North Miami, FL

Broward County Public Schools Bond Program | Fort Lauderdale, FL

FLL Airport Expansion New Runway and T4 Expansion | Ft. Lauderdale, FL

FLL Part 150 Noise Compatibility Planning Study | Ft. Lauderdale, FL

FLL Airport Planning Consultant Services | Fort Lauderdale, FL

Las Olas Beach Park Project | Fort Lauderdale, FL

City of Hollywood New Police Headquarters | Hollywood, FL

Town of Davie Water Reclamation Facility | Davie, FL



OWNER

City of Parkland

CLIENT

City of Parkland

PROJECT DURATION

2023 - Ongoing

REFERENCE

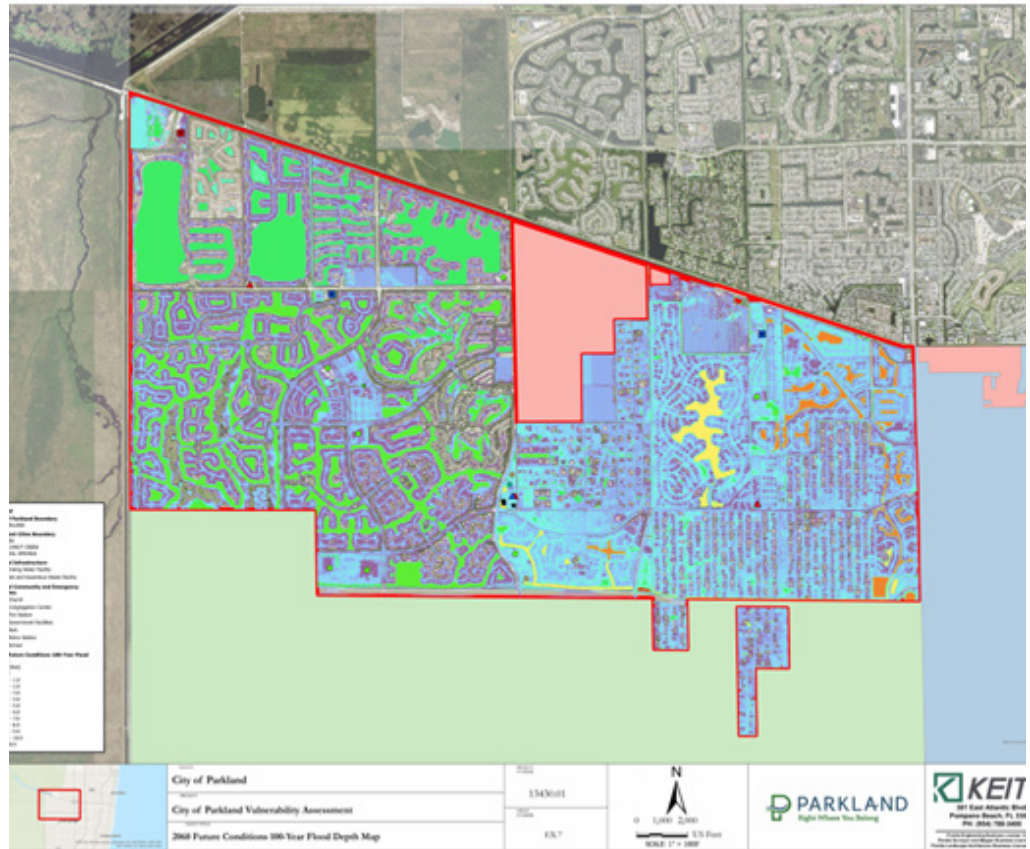
Alex Barr, City Engineer
abarr@cityofparkland.org
Parkland, FL 33067
954-346-2160

KEITH PRACTICE LINE

KEITH Water

RELEVANCE TO PURSUIT

- Vulnerability Assessment
- Public Outreach
- Permitting
- Design



KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

OWNER

City of Plantation

CLIENT

City of Plantation

PROJECT DURATION

2023 - Ongoing

REFERENCE

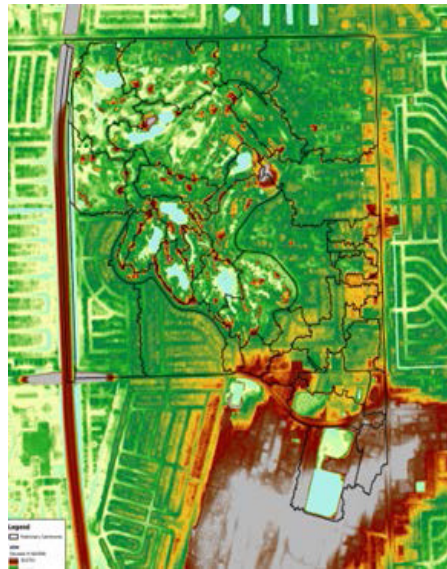
Samira Shalan
Plantation, FL 33317
(954) 797-2647
SShalan@plantation.org

KEITH PRACTICE LINE

KEITH Access, KEITH Campus,
KEITH Facility, KEITH Life, KEITH
Play, KEITH Water

RELEVANCE TO PURSUIT

- Public Outreach
- Permitting
- Design
- Modeling
- Stormwater



The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The CIP will consist of a set of short and long-term projects to address current flooding issues and help the community build resiliency for the future impacts of climate change. The final product will be compiled in a Stormwater Master Plan.

South Florida has historically been subject to hurricanes and coastal storm events given its location and more recently has become increasingly vulnerable to the adverse impacts of climate change. In KEITH, we understand the importance of flood resiliency to prevent loss of life and financial hardship and enable municipalities and service providers to maintain and/or restore service to residents

and customers during and after a disaster.

The Stormwater Master Plan will involve input from the public, City officials, City staff, and other stakeholders. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents.

The community and all stakeholders are at the center of each of KEITH's projects. Hence, we dedicate ourselves to carrying out our projects in close collaboration and constant communication with all stakeholders through projects meeting, timely coordination, and public outreach. Each phase deliverable will be submitted for review and KEITH will incorporate and address concerns within the established timeframes indicated in the contractual documents.

The KEITH Team will carry out a thorough review of existing available information obtained from online sources and provided by the Client to build an accurate and reliable hydrology and hydraulic model for this stormwater master plan study. KEITH will take on the responsibility of developing two models: the "Existing Conditions Model" and the "Proposed Conditions Model." Utilizing the Interconnected Ponds Routing (ICPR) modeling software, the team will prepare these models for the 700 acres study area limited by the Turnpike on the west, W Broward Blvd. on the north, State Road 7 on the east and Peters Road on the south. These models provide a comprehensive understanding of the stormwater dynamics in the region and enables the team to make informed decisions about the proposed improvements. This crucial task will be optimized by exploiting the capabilities of Geographic Information Systems (GIS) to process large data and more efficiently build the model.

The product of the first modeling task consists of assessing the current status of the stormwater system and identifying potential problem areas. The preliminary problem areas will be presented and reviewed with the stakeholders to gain their valuable understanding on areas that might be overlooked by the model results and present them with potential new areas that the model results will help to identify. These problem areas will be the main focus of the remaining effort. Multiple alternatives will be assessed to determine the most efficient and cost-effective set of short and long-term improvements to suit the 700-acres study area with the necessary measures and infrastructure to stand extreme weather conditions and future development.

The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The culmination of the study's effort will be presented in the new and comprehensive stormwater master plan that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the integrity of the City's future is protected for the generations to come.

Briny Breezes Vulnerability Assessment & Adaptation Plan

Brizaga, alongside Engenuity, led the development of one of the first-of-its-kind community-wide adaptation plans focusing on flooding and the impacts of climate change, including sea level rise, for the Town of Briny Breezes. The team performed a vulnerability assessment for all critical assets and produced a comprehensive community adaptation plan proposing actions to adapt the community over time. This work followed a previous assessment completed for the Briny Breezes Corporation in May 2021 and a Town-wide Survey and Stormwater Master Plan for the Town. Brizaga is delivering a detailed adaptation plan that embodies the unique needs of Briny Breezes and has proposed innovative solutions to alleviate the effects of flooding and sea level rise.

PROJECT SCOPE OF WORK

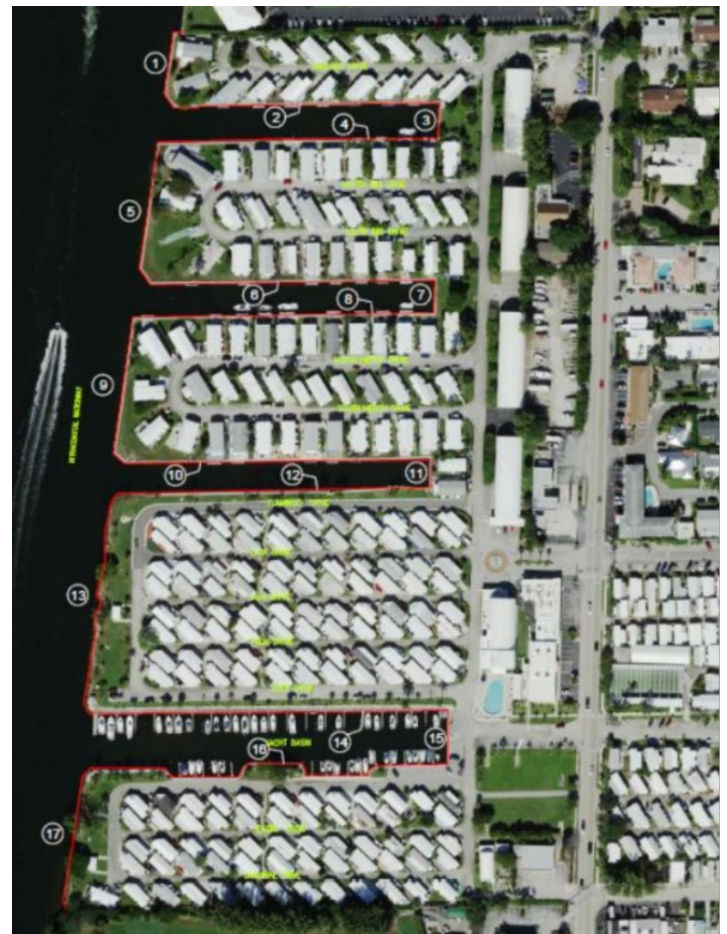
- Asset inventory & assessment of vulnerabilities and risk which required Brizaga to prioritize at-risk assets and develop adaptation strategies and cost estimates for a final report and adaptation strategy.
- Provided Grant Management and Administration for the Florida Resilient Grant award.

BRIZAGA PROJECT HIGHLIGHTS

During the project, Brizaga worked to assess and identify top risk factors and vulnerabilities to create a prioritized list of at-risk assets with input from stakeholders. Perform an inventory and condition assessment of greater than one mile of waterfront on the western side of the community. Consider risk exposure, sensibility, and adaptive capacity for the entire Briny Breezes community concerning flooding and sea level rise. Devise a roadmap for adaptation strategies, ranging from raising seawalls to the replacement of pumps, and furnish high-level cost estimates for all proposed resilience actions.

PROJECT INFORMATION

- Client: Town of Briny Breezes
- Duration: 2021 – 2024
- Budget: \$330,000
- Contact Information:
Bill Thrasher, Town Manager
P: (561) 272-5495
E: BThrasher@townofbrinybreezes-fl.gov





Florida Department of Environmental Protection Standardized Vulnerability Assessment

Client

Florida Department of
Environmental Protection
(FDEP)

Contact

Eddy Bouza
Planning and Policy
Administrator
3900 Commonwealth Blvd.
Tallahassee, FL 32399
850-245-7562
Eddy.Bouza@FloridaDEP.gov

Key Elements

- Assist in development of Vulnerability Assessment Standards
- Sea Level Rise Projections
- Flooding Exposure Analysis
- Stakeholder Outreach
- Public Workshops/Webinars

Completion Date

March 2022

Fees

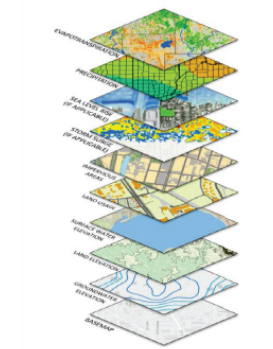
\$240,000

State of Florida

Taylor Engineering developed a standardized Vulnerability Assessment (VA) for the Florida Department of Environmental Protection. The purpose of this standardized VA is to provide guidance to municipalities seeking to comply with the Florida Department of Environmental Protection's (Department) requirements for evaluating the risk of flooding and sea level rise. The guidance provides information about the minimum technical standards needed for local vulnerability assessments with a summary of the tasks and deliverables.

Taylor conducted a project kickoff meeting, reviewed the Florida Adaptation Planning Guide and Florida Statutes (380.093), reviewed and contacted selected stakeholders of previous Department-funded vulnerability assessments, and created a technical memorandum with the essential tasks, deliverables, data needs, and cost estimates for the future vulnerability assessments. Taylor also created and finalized a detailed standardized vulnerability assessment scope of work draft using the requirements defined by the Department and identified existing examples of ideal work products that address the state statutes. The final deliverable was a standardized vulnerability assessment scope of work the Department can use to guide and fund future vulnerability assessments by local municipalities.

Standardized Vulnerability Assessment: Scope of Work Guidance



Example Input Data Schematic for Flood Simulation Models (FIM, 2020; FDEP, 2017; HPMCC, 2022; Jean-Paul Rodriguez, 2015; NOAA, 2022; NOAA, 2018; USGS, 2021; USGS, 2018)

Acknowledgements

This document was created by the Florida Department of Environmental Protection's (Department) Resilient Florida Program, within the Office of Resilience and Coastal Protection (ORCP) in partnership with the resilience team from Taylor Engineering, Inc. to act as a resource for local community efforts when assessing vulnerability through the Resilient Florida Program's planning grants. This document is up to date as of May 2022.

1

Standardized Vulnerability Assessment: Scope of Work Guidance May 2022

Taylor Engineering worked with the FDEP to develop the Statewide Vulnerability Assessment Guidance for communities and consultants to apply for each VA.



Sarasota County Vulnerability Assessment and Resilience Plan

Sarasota County, Florida

Client

Sarasota County

Contact

Sara Kane
Sustainability and Resilience
Manager
Sarasota County, UF/IFAS
Extension and Sustainability
1001 Sarasota Center Blvd
Sarasota, Florida 34240
941.861.9802
SKane@scgov.net

Key Elements

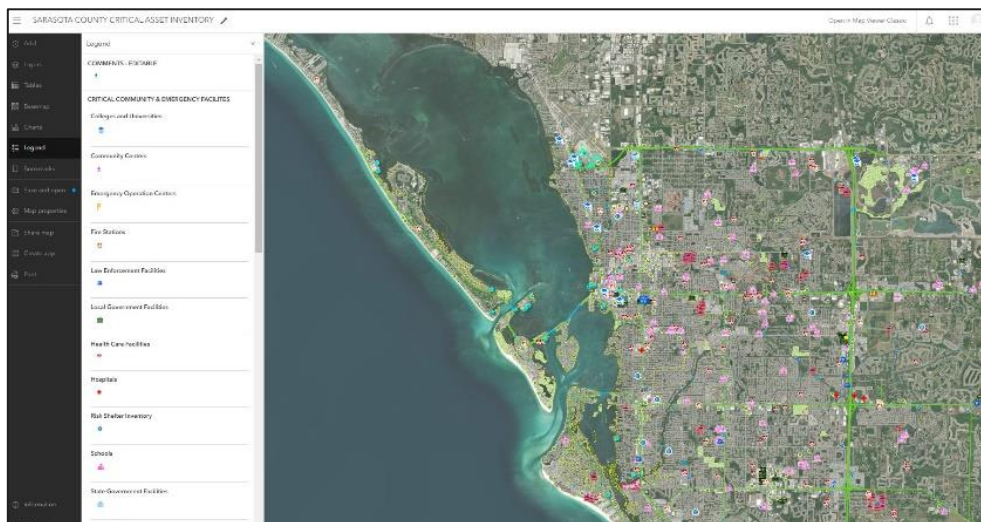
- Sea Level Rise Projections
- Flooding Exposure Analysis
- Critical Infrastructure Sensitivity Analysis
- Stakeholder Outreach
- Grant Writing
- Coastal Process Analyses
- Public Workshops/Webinars
- Adaptation Strategies
- Geographic Information Systems (GIS) Modeling

Completion Date

February 2024

Fees

\$332,022



Taylor Engineering created a Sarasota County WebMap for their Vulnerability Assessment: this tool facilitates development of needed data and presents VA results to stakeholders.

Sarasota County recently applied for and was awarded grant funding to complete a County-wide Vulnerability Assessment (VA) through the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program. The County requested Taylor Engineering's assistance with completing the VA in accordance with FS 380.093 and the Standardized Vulnerability Assessment: Scope of Work Guidance. The primary goals of the VA are to identify critical County assets that are vulnerable to flooding under existing and projected future conditions and begin identifying adaptation projects/strategies that the County could implement to protect its critical assets.

First, Taylor compiled background data including critical and regionally significant asset inventory, topographic data, and floor scenario-related data. Next, the team produced an in-depth exposure analysis as well as a sensitivity analysis to help the County identify and prioritize which critical assets are at risk of future coastal flooding. The analysis consisted of a Geographic Information System (GIS)-based comparison of the elevation of County infrastructure elements with respect to sea level rise projections and storm surge. The flood inundation scenarios evaluated are a combination of present-day water levels, two future sea level projections, and extreme-event rainfall volumes. The final product will consist of a vulnerability assessment report with maps and tables providing details on the results and conclusions of the study, based on the statutory required scenarios and standards. If necessary, a peril of flood compliance plan will be provided. Throughout the entirety of the report development process, Taylor has maintained contact with the public and stakeholders to encourage community engagement by attending local environmental meetings and events.

As additional non-grant tasks, the County also requested a community level analysis as well as technical support for grant applications. A community-level vulnerability analysis will be performed and communicated with business leaders and citizens and also include an interactive WebMap for people to view the flood scenarios.

Southeast Palm Beach County Climate Change Vulnerability Assessment

The Coastal Resilience Partnership of Southeast Palm Beach County is a micro-regional collaborative that includes seven municipalities and Palm Beach County. Together, they performed a climate change vulnerability assessment. As a multi-jurisdictional assessment, the project had diverse stakeholder groups working together on a common project. Because of the nature of the project, the project included significant community outreach including workshops that were held virtually because of COVID, a survey, and an executive summary designed for the general public.

PROJECT SCOPE OF WORK

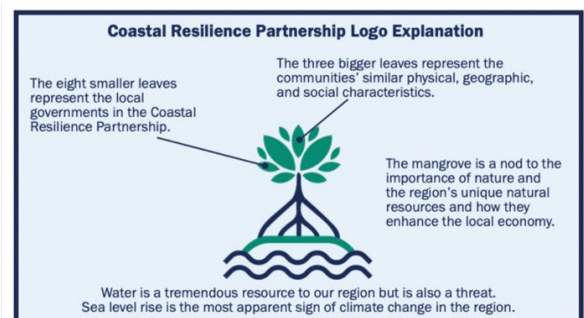
- Comprehensive climate change vulnerability assessment for eight local governments.
- Development of adaptation measures.
- Public Outreach and engagement.

BRIZAGA PROJECT HIGHLIGHTS

During the project, Brizaga created a logo and brand for the Coastal Resilience Partnership of Southeast Palm Beach County. Evaluated future conditions of baseline water levels utilizing NOAA sea level projections consistent with the Southeast Florida Regional Climate Change Compact recommendations. Coordinated all communications, outreach, and engagement for the project. Held Public workshops and developed and executed a comprehensive survey. Created an executive summary version of the assessment that was graphically pleasing and geared for public consumption.

PROJECT INFORMATION

- Client: Southeast Palm Beach County Coastal Resilience Partnership via the City of Lake Worth Beach
- Budget: \$47,960
- Duration: 2020 – 2021
- Contact Information:
Felipe Lofaso, Assistant Director of Public Works
P: (561) 586-1720
E: flofaso@lakeworthbeachfl.gov



OWNER

City of Parkland

CLIENT

City of Parkland

PROJECT DURATION

2020 - 2022

REFERENCE

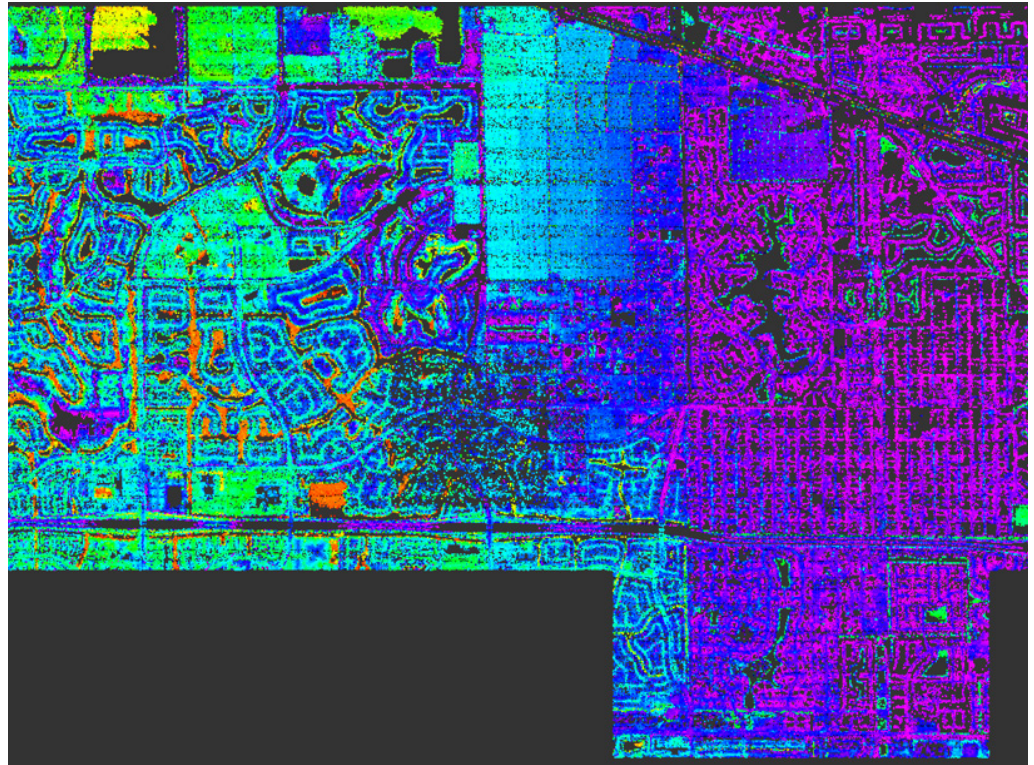
Alex Barr
Parkland, FL 33067
954-346-2160
abarr@cityofparkland.org

KEITH PRACTICE LINE

KEITH Access, KEITH Water

RELEVANCE TO PURSUIT

- Stormwater
- Public Outreach
- Permitting
- Design



KEITH was retained to provide a full range of engineering services in order to develop a comprehensive Stormwater Master Plan (SWMP) for the City. The SWMP involves input from the public, City Officials, and staff. KEITH evaluated the existing stormwater system, updating the GIS database and evaluating future developments and required improvements. KEITH was responsible for developing an "Existing Conditions Model" and "Proposed Conditions Model" using the public domain United States Environmental Protection Agency, Stormwater Management Model for the Ranches area (652-acres), the Hendrix Farms Area (596-acres), and Pine Tree area (1,987-acres) covering a total of approximately 3,235 acres. The Final SWMP recommended policies, strategies, and a prioritized and phased stormwater improvement program for current and future stormwater infrastructure needs. The SWMP included projected costs alternative funding mechanisms for each phase; review of existing permits for the water management districts that serve the City, as well as Broward County, South Florida Water Management District, North Springs Improvement District, and Pinetree Water Control District. The City of Parkland presented a unique and challenging master planning process, with its large estate lots, newer single-family home developments, the on-going development of the annexed "Wedge", possible future annexation of the Hendrix property, and the limited commercial development, much of which occurred on prior agricultural land. KEITH built upon the foundation of information by carefully taking into account past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The comprehensive master plan established a policy framework, integrated resiliency, conducted vulnerability analysis, and provided a prioritized improvement program that ensures the integrity of the City's future is protected.

Southeast Florida Business Case for Resilience

The Brizaga team served as the local project manager on behalf of the Urban Land Institute under the Southeast Florida Regional Climate Change Compact. Brizaga has a strong understanding of the economics pertinent to sea level rise and applied its expertise toward project development. As the local project manager, Brizaga was responsible for coordinating the day-to-day activities across all team members and providing the methodology behind the strategic development of the project scope. In October 2020, the Business Case for Resilience Report launched showcasing the regional economic benefits of climate adaptation.

PROJECT SCOPE OF WORK

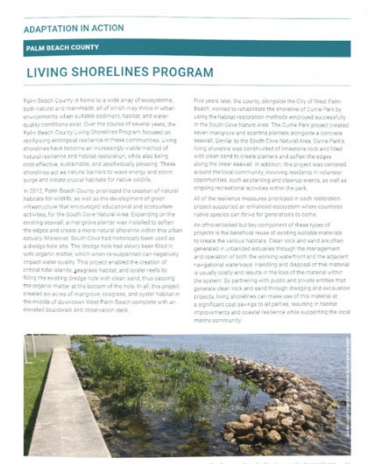
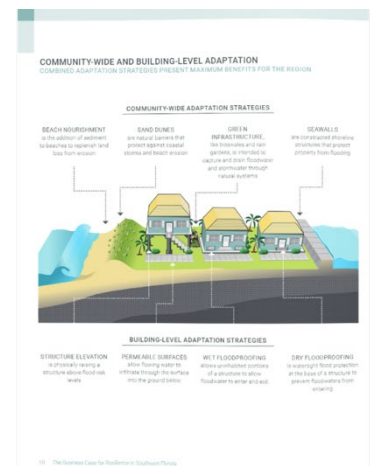
- Due diligence and economic modeling.
- Firm selection.
- Project management.
- Project research.
- Report development and completion.
- Outreach and engagement.

BRIZAGA PROJECT HIGHLIGHTS

During the project, the Brizaga team provided guidance and strategy on the development of scope, project timeline, and final deliverables. Gave critical input on the topic of sea level rise and how future economic stressors pertinent to climate change may impact the real estate market and local economy. Assisted in synthesizing key research findings from an economic modeling consultant. Serve as the main point of contact and primary coordinator for project tasks. Reviewed ULI report and contributed valuable edits and feedback.

PROJECT INFORMATION

- Client: Southeast Florida Regional Climate Change Compact via Broward County
- Budget: \$15,600
- Duration: 2019 – 2020
- Contact Information:
Jennifer Jurado, Ph.D., Chief Resilience Officer
P: 954 519-1464
E: jjurado@broward.org





SFWMD C7 Canal/New River Flood Protection Level of Service and Future Sea Level Rise Conditions – Phase 2

Miami-Dade County, Florida

Client

South Florida Water
Management District
(SFWMD)

Contact

Hongying Zhao, Ph.D., P.E.
3301 Gun Club Road
West Palm Beach, FL 33406
561.682.6860
hzhao@sfwmd.gov

Key Elements

- Flood Event Modeling with MIKE SHE and MIKE-Hydro
- Floodplain Mapping
- Evaluation of Future Sea Level Rise Impacts
- Evaluation of Storm Surge
- Evaluation of Flood Mitigation Projects
- Expected Annual Damage Analysis
- Calculation Benefit Cost Ratios
- Combined Flood Modeling of Rainfall/Runoff and Storm Surge

Completion Date

Ongoing

Fees

\$1,092,787

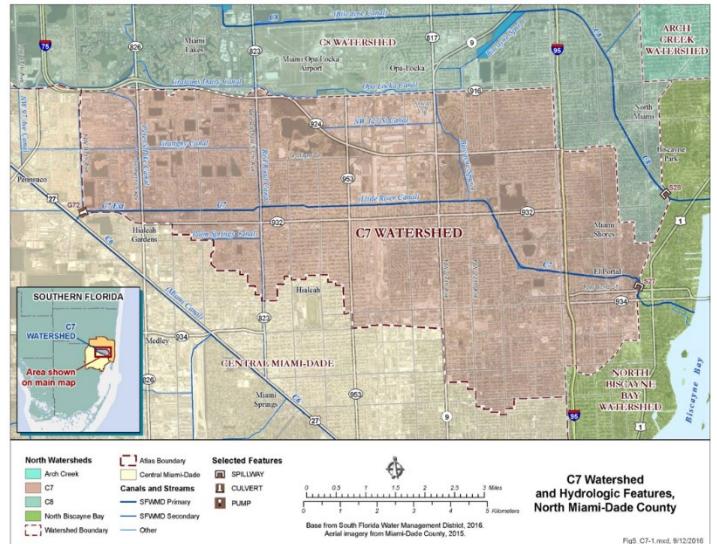
The South Florida Water Management District (SFWMD) is conducting a system-wide review of the regional water management infrastructure to determine the flood protection level of service (FPLOS) provided by existing infrastructure under current and future conditions. The FPLOS describes the amount of protection provided by the water management facilities within a watershed, considering sea level rise (SLR), future development, and known water management issues in each watershed.

For this study in Miami-Dade County, Taylor Engineering has examined existing conditions and future conditions of the watersheds with respect to increased rainfall and sea level rise. Objectives included examining various mitigation strategies to minimize the impacts of future conditions, namely, sea level rises of 1, 2, and 3 feet.

Mitigation strategies are examined with respect to:

- Flood protection and maintaining canal flood elevations and overland flooding for storm events
- Benefit cost ratios of the projects – comparing construction costs to losses avoided
- Impacts to downstream flooding
- Impacts to downstream water quality, and the
- Ability to adapt to sea level rise

To identify the costs and benefits of each mitigation scenario for comparison, a multistep process identifies the flood risks (hazard analysis) and generates the mitigation project costs, then calculates estimated annual damages (EADs) for the buildings and roads within the basin. Finally, EADs are applied to determine the cost/benefit ratio of the mitigation projects.



Taylor Engineering conducted combined flood analysis applying a 2-D hydrodynamic model that joins rainfall runoff modeling input with storm surge modeling to gain an understanding of the impact flood control mitigation projects may have on the New River Basin.

Mitigation strategies investigated include:

- Local scale projects - including stormwater systems, local pump stations, and other small-scale projects
- Regional scale projects – including forward pumps at S-27, improvements to salinity control structures also to address overtopping from storm surge, improved bank elevations, and enhanced canal conveyance
- Planning scale projects – including “what if” conditions of elevating all buildings and roads by 1, 2, and 3 feet to keep above SLR



Sea Level Impact Projection (SLIP) Study Tool Web Application

State of Florida

Client

Florida Department of
Environmental Protection
(FDEP)

Contact

Eddy Bouza
Planning and Policy
Administrator
3900 Commonwealth Blvd.
Tallahassee, FL 32399
850-245-7562
Eddy.Bouza@FloridaDEP.gov

Key Elements

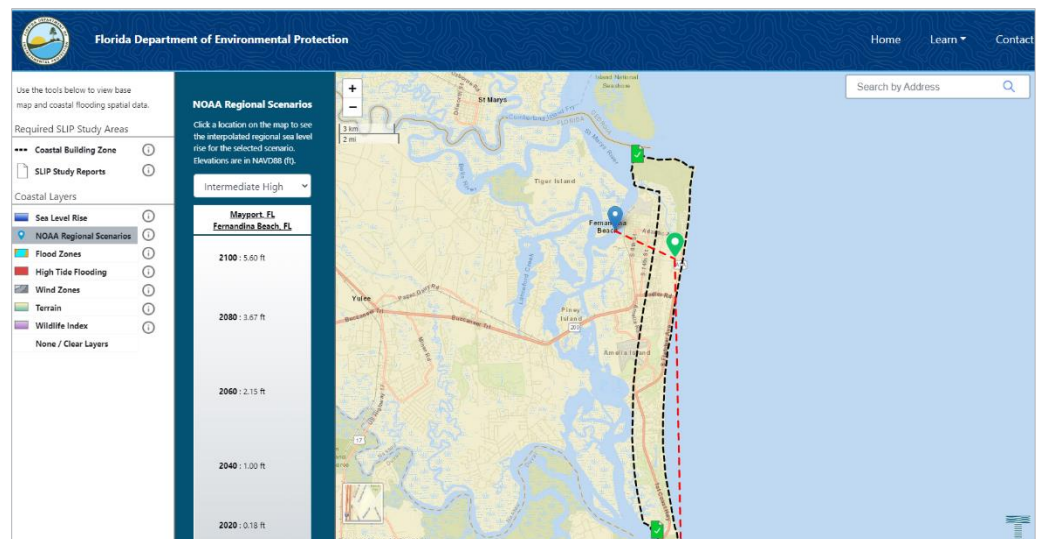
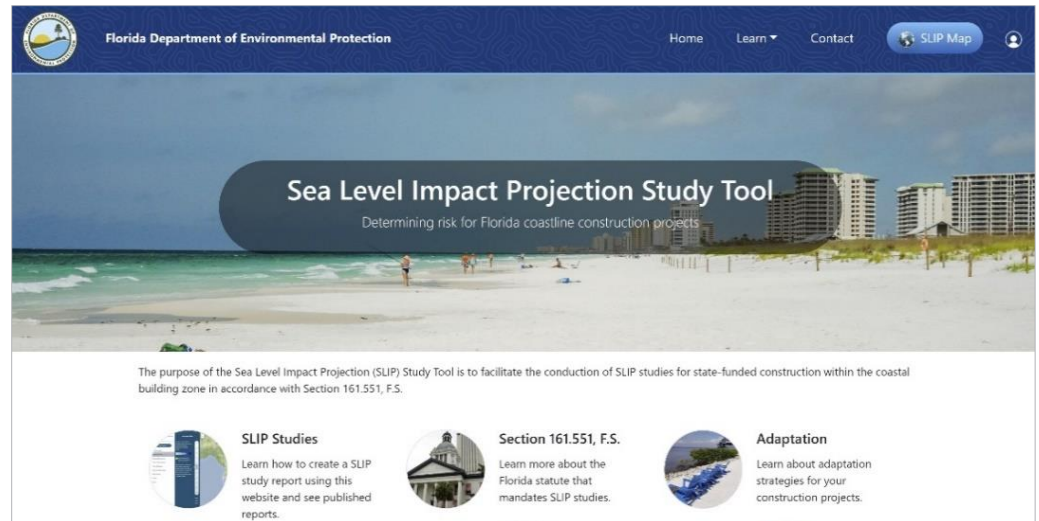
- Sea Level Rise Projections
- Flooding Exposure Analysis
- Wind Hazard Zones
- Stakeholder Outreach
- Public Workshops/Webinars
- Rule Development
- Green Infrastructure
- Adaptation Choices
- Coastal Building Zone
- Geographic Information Systems (GIS)

Completion Date

Ongoing

Fees

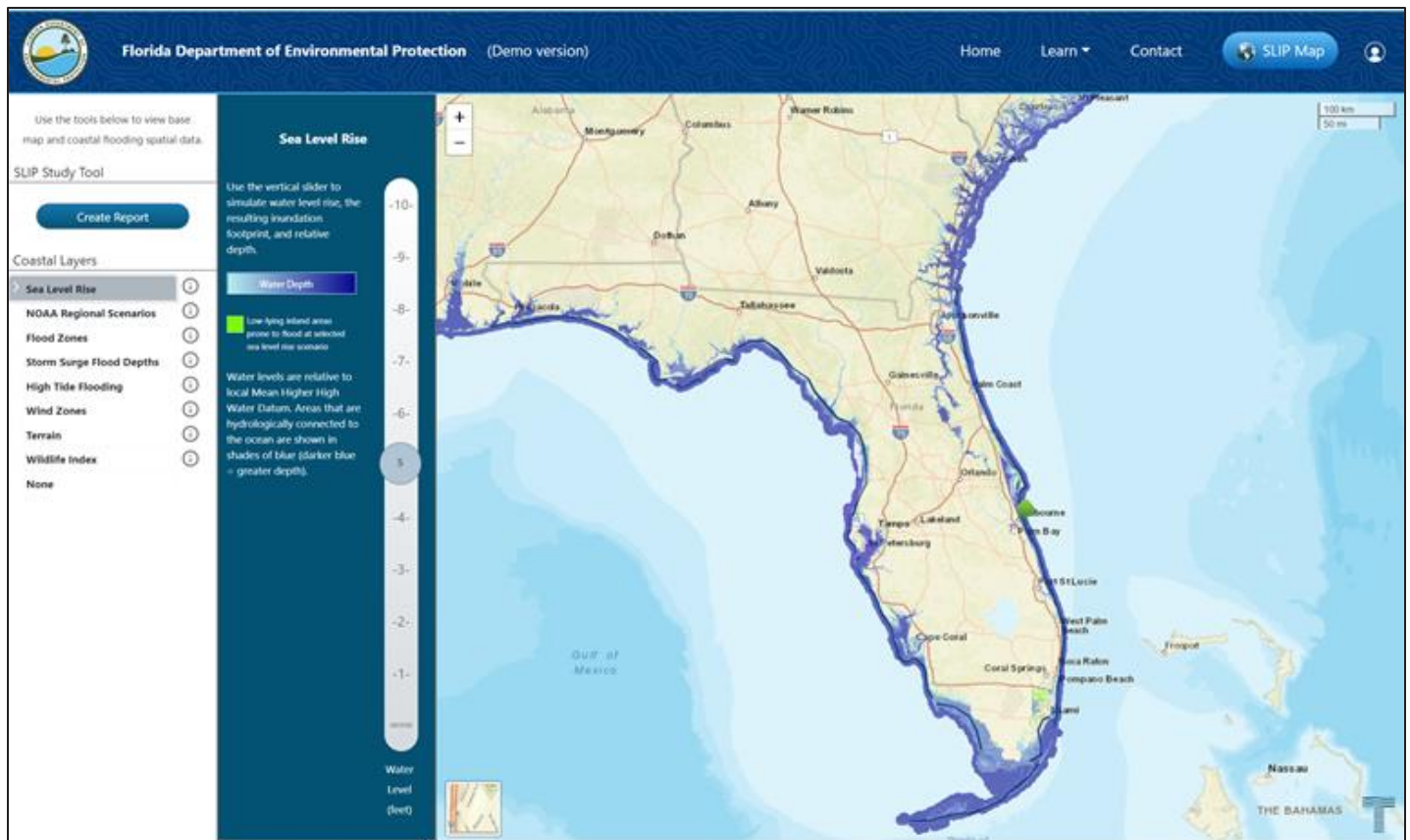
\$250,969



Taylor Engineering created this innovative website that features a calculation tool for localized sea level rise scenarios out to the year 2100 using NOAA sea level rise projections

In response to rising sea levels and an increased frequency of higher-intensity storms, the governor of Florida signed into action Section 161.551 Florida Statutes. Effective July 1, 2021, the law requires all state-financed major construction in the coastal building zone to conduct a sea level impact projection (SLIP) study prior to commencement.

Taylor Engineering created and copyrighted a map-based web application for the Florida Department of Environmental Protection (DEP) for the purpose of helping DEP implement Section 161.551. The web application sets a consistent baseline of coastal hazards for each project. The data provided in the web application standardizes sea level scenarios and adaptation options within a location-specific and project-specific SLIP study report.



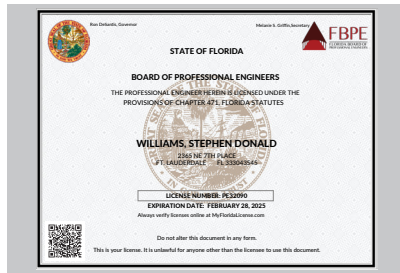
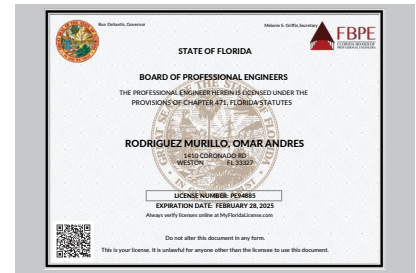
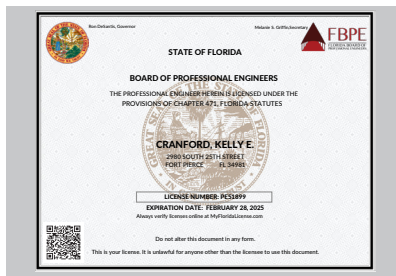
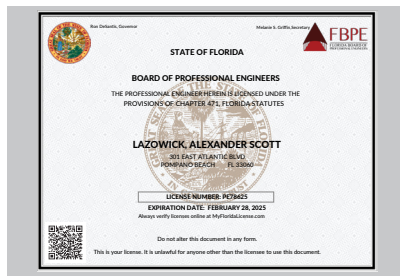
Screenshot from online tool demonstrating SLIP map and sample layers

The tool has two functional modes: “SLIP Study” and “Public.” Public users can access the tool for general information and educational purposes, while “SLIP Study” mode requires a log-in and password and is aimed at the publicly financed constructor who is required to submit a SLIP study before they can commence construction. “Public” mode enables public users to change variables on the map interface to visualize the impacts of SLR, storm surge, flooding, and other similar impacts. The tool also provides the public with various educational resources and references regarding climate change, sea level rise, and tropical weather as well as actions that mitigate risk and provide adaptation to changing conditions, with a focus on natural and nature-based solutions.

In SLIP Study mode, the tool includes a basic Graphic User Interface (GUI) for inputs by the logged-in user of a local municipality and outputs a standardized SLIP report that complies to the requirements of the new Florida law. Using data provided from NOAA, FEMA, USACE, and other credible public sources, the web tool calculates average annual chance of substantial flood damage over the expected life of the coastal structure and analyzes and displays the flooding, inundation, and wave action damage risks to the structure over its life span or 50 years, whichever is less, taking sea level rise, increased storm risk and subsidence (to the extent possible) into account. The tool provides general alternatives for the siting, design, and possible adaptations for the structure and provides examples of public safety and environmental risks for the structure. The resulting report graphically and textually displays the results of the analyses.

Since the tool’s completion in 2021, Taylor Engineering has been contracted annually to maintain, update, and host the map-based web application for FDEP.

Licenses



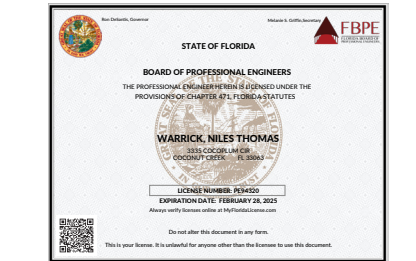
LICENSEE DETAILS

Licensee Information

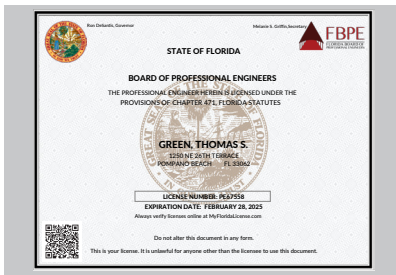
Name: KEITH AND ASSOCIATES, INC. (Primary Name)
Main Address: 301 EAST ATLANTIC BOULEVARD
POMPANO BEACH Florida 33060
County: BROWARD

License Information

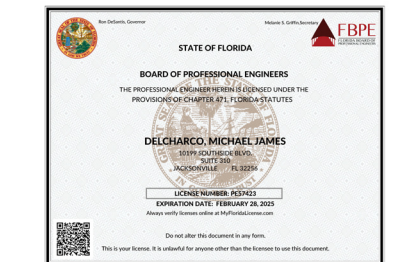
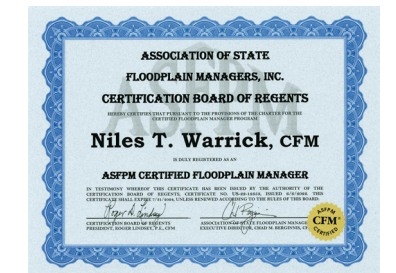
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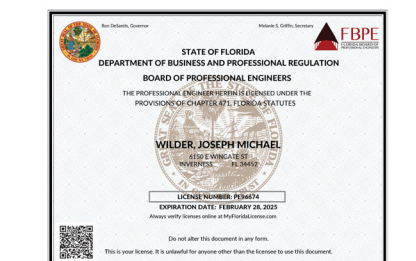
KEITH AND ASSOCIATES INC 301 EAST ATLANTIC BLVD, POMPANO BEACH, FL 33060-6643 Phone 954-788-3400					Complaints	Print
License Type	License#	Issued	Expires	Status		
Surveyor Business	LB6660	03/27/98	02/28/25	Active		
Surveyor of Record	LS4105	09/28/84	02/28/23	Active		



SAMUEL THOMAS HALL 34802 VALLEY HILL LN, EUSTIS, FL 32736-3005					Complaints	Print
License Type	License#	Issued	Expires	Status		
Surveyor and Mapper	LS6644	02/15/08	02/28/25	Active		



ONLINE SERVICES		LICENSEE DETAILS		1:09:12 PM 1/20/2025	
Apply for a License	Verify a License	Name:	TECHNICAL ENGINEERING, INC. (Primary Name)		
New Firm & Lending Inspections	Plan or Conspect	Main Address:	18181 SOUTHSHORE BLVD SUITE 210 JACKSONVILLE, Florida 32216		
Continuing Education Course Search	License Information	County:			
Find Exam Information	License Type:	Engineering Business Registry			
Information/Activity Report	Rank:	Registry			
and / or Document Review & Activity Log Search	License Number:	4815			
	Status:	Current			
	Expires:	1/20/2027			





Schedule

KEITH
Engineering Inspired Design.

SCHEDULE

TIMELINE

The amalgamation of data and existing hazard models combined with the KEITH Team expertise will allow us to complete the outlined work in 12 months from date of Notice-to-proceed.

In the event the City decides to move forward with the KEITH Team, a detailed work breakdown structure and project schedule will be prepared with milestones to keep track of progress and ensure the timely completion of all tasks.

[illegible]

Task 001 internal coordination meetings will span over the entire life of the project with periodic progress meetings and in between deliverables to present the project status and findings for a total of 9 meetings as follows:

- Kick-off meeting
- End of task 002, kick-off task 003
- End of Exposure analysis/kick off sensitivity analysis
- End of sensitivity analysis/kick off Task 004 public outreach
- 3 presentation practice/coordination meetings
- End of public outreach/kick off Task 005 final VAAR
- Final VAAR delivery review meeting

Task 002 will be carried out in 8 weeks in which the team will collect the corresponding background data to update/supplement the existing models prior to beginning the exposure analysis.

Task 003 the exposure and sensitivity analyses demand the larger portion of the project's schedule as the modeling aspect of a vulnerability assessment and adaptation plan is critical to ensure the quality of the results and increase the confidence in the selection of the appropriate adaptation strategies. This task will be carried out in 33 weeks.

Task 004 is anticipated to last four weeks in which the team will coordinate and prepare all the necessary materials for the two (2) public outreach meetings.

Task 005 with the input of the public, the final VAAR report will be prepared and revised accordingly. This task will last 10 weeks resulting in the final delivery of the VAAR report, maps, tables, and GIS files as required by the FDEP grant requirements.

In conclusion, KEITH will successfully complete the study within the anticipated 12 months.

 **KEITH**
Engineering Inspired Design.

Pricing of Services

 **KEITH**
Engineering Inspired Design.

 **KEITH**
Engineering Inspired Design.

 **KEITH**

 **KE**
CONCEPTUAL STREET
FOR LAS C

PROPOSAL PRICING

RFP Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

Proposer submits the following prices for the work described in this solicitation:

Tasks

	Total
Task 1 – Internal Coordination Meetings	\$ 20,000
Task 2 – Acquire Background Data	\$ 35,000
Task 3 – Exposure and Sensitivity Analyses	\$ 85,000
Task 4 – Public Presentation and Outreach Meetings (English, Spanish, and Creole Required In-Person Meetings/ Presentations and/or Activities Required)	\$ 20,000
Task 5 – Final Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan including but not limited to Maps, Tables, and recommendations for improvements	\$ 40,000
Total	\$ 200,00.00

Additional Services

Hourly or Lump Sum

\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	



References



CITY OF PARKLAND VULNERABILITY ASSESSMENT

Parkland, FL

OWNER

City of Parkland

CLIENT

City of Parkland

PROJECT DURATION

2023 - Ongoing

REFERENCE

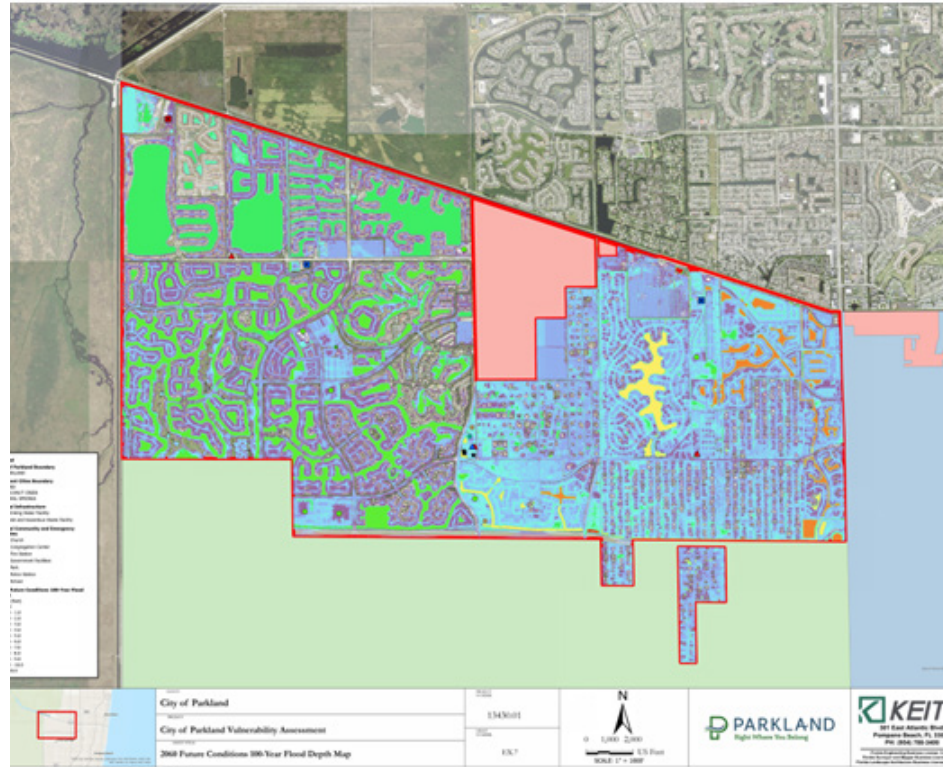
Alex Barr, City Engineer
abarr@cityofparkland.org
Parkland, FL 33067
954-346-2160

KEITH PRACTICE LINE

KEITH Water

RELEVANCE TO PURSUIT

- Vulnerability Assessment
- Public Outreach
- Permitting
- Design



KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

Briny Breezes Vulnerability Assessment & Adaptation Plan

Brizaga, alongside Engenuity, led the development of one of the first-of-its-kind community-wide adaptation plans focusing on flooding and the impacts of climate change, including sea level rise, for the Town of Briny Breezes. The team performed a vulnerability assessment for all critical assets and produced a comprehensive community adaptation plan proposing actions to adapt the community over time. This work followed a previous assessment completed for the Briny Breezes Corporation in May 2021 and a Town-wide Survey and Stormwater Master Plan for the Town. Brizaga is delivering a detailed adaptation plan that embodies the unique needs of Briny Breezes and has proposed innovative solutions to alleviate the effects of flooding and sea level rise.

PROJECT SCOPE OF WORK

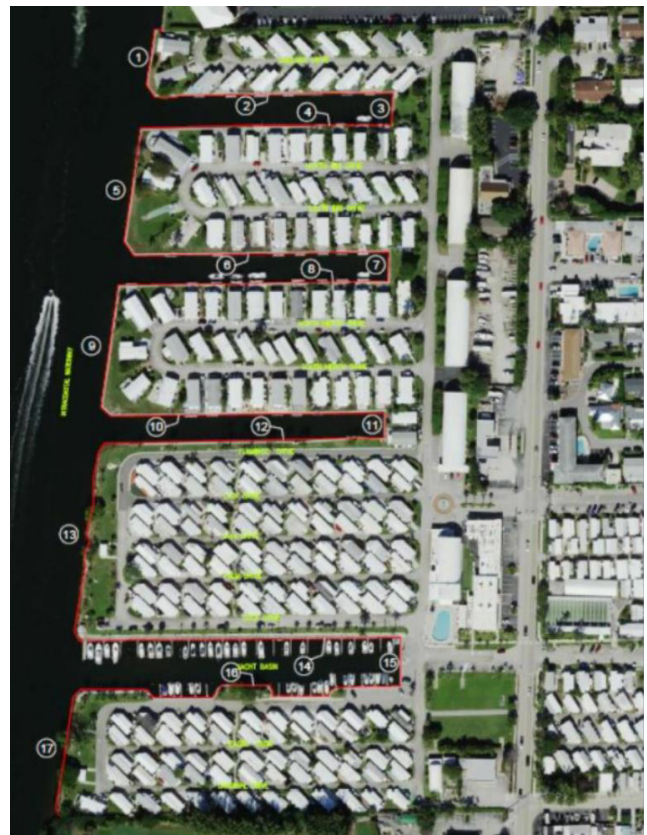
- Asset inventory & assessment of vulnerabilities and risk which required Brizaga to prioritize at-risk assets and develop adaptation strategies and cost estimates for a final report and adaptation strategy.
- Provided Grant Management and Administration for the Florida Resilient Grant award.

BRIZAGA PROJECT HIGHLIGHTS

During the project, Brizaga worked to assess and identify top risk factors and vulnerabilities to create a prioritized list of at-risk assets with input from stakeholders. Perform an inventory and condition assessment of greater than one mile of waterfront on the western side of the community. Consider risk exposure, sensibility, and adaptive capacity for the entire Briny Breezes community concerning flooding and sea level rise. Devise a roadmap for adaptation strategies, ranging from raising seawalls to the replacement of pumps, and furnish high-level cost estimates for all proposed resilience actions.

PROJECT INFORMATION

- Client: Town of Briny Breezes
- Duration: 2021 – 2024
- Budget: \$330,000
- Contact Information:
Bill Thrasher, Town Manager
P: (561) 272-5495
E: BThrasher@townofbrinybreezes-fl.gov





CITY OF PLANTATION ZONE 2 BASIN DRAINAGE STUDY

Plantation, FL

OWNER

City of Plantation

CLIENT

City of Plantation

PROJECT DURATION

2023 - Ongoing

REFERENCE

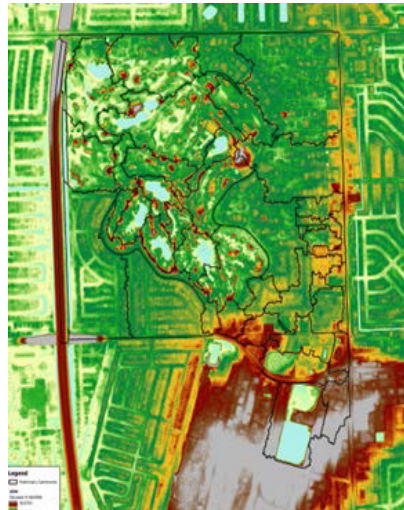
Samira Shalan
Plantation, FL 33317
(954) 797-2647
SShalan@plantation.org

KEITH PRACTICE LINE

KEITH Access, KEITH Campus,
KEITH Facility, KEITH Life, KEITH
Play

RELEVANCE TO PURSUIT

- Public Outreach
- Permitting
- Design
- Modeling
- Stormwater



The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The CIP will consist of a set of short and long-term projects to address current flooding issues and help the community build resiliency for the future impacts of climate change. The final product will be compiled in a Stormwater Master Plan.

South Florida has historically been subject to hurricanes and coastal storm events given its location and more recently has become increasingly vulnerable to the adverse impacts of climate change. In KEITH, we understand the importance of flood resiliency to prevent loss of life and financial hardship and enable municipalities and service providers to maintain and/or restore service to residents

and customers during and after a disaster.

The Stormwater Master Plan will involve input from the public, City officials, City staff, and other stakeholders. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents.

The community and all stakeholders are at the center of each of KEITH's projects. Hence, we dedicate ourselves to carrying out our projects in close collaboration and constant communication with all stakeholders through projects meeting, timely coordination, and public outreach. Each phase deliverable will be submitted for review and KEITH will incorporate and address concerns within the established timeframes indicated in the contractual documents.

The KEITH Team will carry out a thorough review of existing available information obtained from online sources and provided by the Client to build an accurate and reliable hydrology and hydraulic model for this stormwater master plan study. KEITH will take on the responsibility of developing two models: the "Existing Conditions Model" and the "Proposed Conditions Model." Utilizing the Interconnected Ponds Routing (ICPR) modeling software, the team will prepare these models for the 700 acres study area limited by the Turnpike on the west, W Broward Blvd. on the north, State Road 7 on the east and Peters Road on the south. These models provide a comprehensive understanding of the stormwater dynamics in the region and enables the team to make informed decisions about the proposed improvements. This crucial task will be optimized by exploiting the capabilities of Geographic Information Systems (GIS) to process large data and more efficiently build the model.

The product of the first modeling task consists of assessing the current status of the stormwater system and identifying potential problem areas. The preliminary problem areas will be presented and reviewed with the stakeholders to gain their valuable understanding on areas that might be overlooked by the model results and present them with potential new areas that the model results will help to identify. These problem areas will be the main focus of the remaining effort. Multiple alternatives will be assessed to determine the most efficient and cost-effective set of short and long-term improvements to suit the 700-acres study area with the necessary measures and infrastructure to stand extreme weather conditions and future development.

The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The culmination of the study's effort will be presented in the new and comprehensive stormwater master plan that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the integrity of the City's future is protected for the generations to come.



Client

Broward County

Contact

Susan Bodmann, PG, PMP
Director Water Management
Division
Broward County Water and
Wastewater Services
2555 W. Copans Road,
Pompano Beach, FL 33069
(954) 831-0751

Key Elements

- Flood Event Modeling with MIKE SHE and MIKE-Hydro
- Evaluation of Water Control Districts
- Analysis of Current Conditions, future conditions, future rainfall conditions, sea level rise
- Development of potential system modifications to alleviate flooding
- Development of a Capital Improvement Plan (including list, schedule, cost estimates, easement evaluation, and permitting needs)
- Development of a strategic plan for implementation
- Modeling included over 70 canals, 550 culverts, 25 gates, 86 bridges, and 17 pumps

Completion Date

Ongoing

Fees

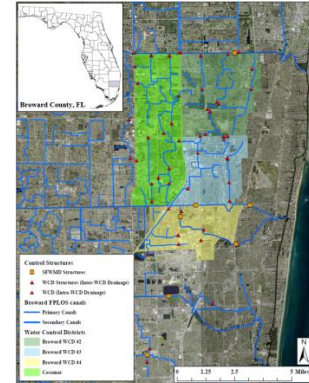
\$610,055

Broward County Water Control Future Needs Assessment

Broward County, Florida

Broward County Water Management Division (BCWMD) is re-evaluating the county-dependent water control districts (WCDs) in response to historic urbanization, sea level rise, and extreme weather scenarios. The WCDs comprise portions of the South Florida Water Management

District's ("SFWMD") secondary canal system: a network of canals, culverts, gates, pumps, and associated facilities, draining into SFWMD's primary canals. This project covers four WCDs (WCD Nos. 2, 3, 4, and Cocomar) in the northern part of Broward County, where land use has changed drastically since their creation in the 1960s and 1980s.



*Taylor Engineering
developed an integrated*

To meet the objectives of the Project, Taylor Engineering will (1) to identify vulnerable areas in the four WCDs; and (2) to recommend mitigation projects ("Recommended Improvements") to strengthen the WCDs' system(s) against current and future storms, extended dry seasons, and sea level rise.

Taylor Engineering has been engaged with modeling the County since 2019 when we setup a MIKE SHE MIKE HYDRO model for the County (under contract to GeoSyntec). Because of our familiarity with the model and the County's complex surface water network, the SFWMD engaged Taylor Engineering to develop their flood protection level of service (FPLOS) project – looking at how the system would handle changes in sea level rise with respect to level of service metrics. Many consultants are currently using these models to further other studies in the County.

The objective of the WCD Model Future Conditions subtask is to identify and address potential flooding issues arising from climate change-induced higher tides and intensified storms. This involves running the WCD Model under future condition scenarios, including 25- and 100-year, 3-day design storms with adjusted parameters. The resulting outputs will be compared against current conditions to assess flow volumes, peak flows, and peak stages, utilizing MIKE standard post-processing tools for evaluation. Additionally, Taylor Engineering will identify areas prone to flooding within the model and propose system modifications to mitigate potential damage. These modifications may include new or modified facilities and flow paths to increase storage or flow capacity. A unique aspect of this study is the evaluation of the WCD system during historic drought conditions. Taylor Engineering will model the current land use and land cover conditions under historic 1-in-10-year drought rainfall and evapotranspiration. This will help identify potential water shortages and counter strategies to maintain canal systems at minimum control elevations, ensuring water availability for different users and functioning drainage systems.

A comprehensive Mitigation Improvements List will be provided to Division Staff outlining feasible modifications that can be implemented over the next 25 years.



Additional Forms

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: Keith and Associates, Inc. dba KEITH

Address: 5805 Blue Lagoon Drive, Suite 218

City, State, Zip: Miami, FL 33126 Phone/Fax: 305.667.5474

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, indicate:

Date of Incorporation: 01/16/1998 State in which Incorporated: Florida

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:

Please review the Corporate Annual Report on the following pages.

<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

6. The length of time in business: 26 years

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

26 years

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

9. A copy of County and/or Municipal Occupational License(s) On the following pages.

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.

2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P98000006011

Entity Name: KEITH AND ASSOCIATES, INC.**Current Principal Place of Business:**301 E. ATLANTIC BLVD
POMPANO BCH, FL 33060**Current Mailing Address:**301 E. ATLANTIC BLVD
POMPANO BCH, FL 33060 US**FEI Number:** 65-0806421**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**KEITH-LAZOWICK, ADOLPHINE
301 E. ATLANTIC BLVD
POMPANO BCH, FL 33060 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CHAIRMAN
Name KEITH-LAZOWICK, ADOLPHINE P.L.S.
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Title CEO, PRESIDENT, TREASURER
Name LAZOWICK, ALEXANDER S P.E.
Address 301 E ATLANTIC BLVD
City-State-Zip: POMPANO BEACH FL 33060

Title VP
Name WEINBERG, PAUL P.L.A.
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Title VP, SECRETARY
Name UNDERWOOD, ELIZABETH A
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Title VP
Name HALL, SAM P.S.M.
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Title VP
Name TREVIRANUS, LORI P.E.
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Title VP
Name WILLIAMS, STEPHEN P.E.
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Title VP
Name MEYERS, MICHAEL
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ELIZABETH UNDERWOOD**SECRETARY****04/04/2024**

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title VP
Name VONDER MEULEN, MICHAEL AICP
Address 301 E. ATLANTIC BLVD
City-State-Zip: POMPANO BCH FL 33060

**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.

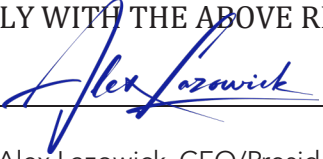
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer 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 Alex Lazowick, CEO/President

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:

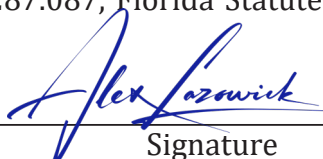
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Alex Lazowick

the CEO/President of Keith and Associates, Inc. dba KEITH
(Title/Position) (Name)
(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.

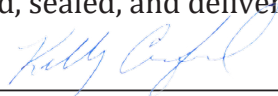
04/26/2024
Date


Signature

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

- (1) He/She/They is/are the CEO/President
(Owner, Partner, Officer, Representative or Agent) of
Keith and Associates, Inc. dba KEITH 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 Kelly Cranford, Principal Engineer



Witness Paul Weinberg, Vice President

By: 

Signature

Alex Lazowick, CEO/President

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters 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: Alex Lazowick

Title: CEO/President

Sworn and subscribed before this

April
26th day of 20 24

Notary Public, State of Florida



SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

Shekinah Weber

(Printed Name)

My commission expires: 12.05.2026

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.

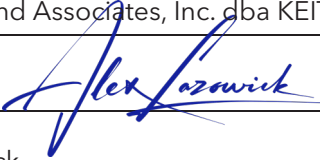
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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: Keith and Associates, Inc. dba KEITH

Authorized Signature: 

Print Name: Alex Lazowick

Title: CEO/President

Date: 04.26.2024



Company ID Number: 418972

Approved by:

Employer Keith and Associates, Inc.	
Name (Please Type or Print) Dawn M McNaught	Title
Signature Electronically Signed	Date 05/31/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/31/2011



Company ID Number: 418972

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Keith and Associates, Inc.
Company Facility Address	301 E Atlantic Blvd Pompano Beach, FL 33060
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	650806421
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan
RFP 24-0513200
ADDENDUM-05

This addendum for RFP 24-0513200 for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan is to provide calendar events dates.

- Bidders' written questions are due on 5/02/24 @ 4:00pm ET. Email questions to jbergel@opalockafl.gov With the Subject line "RFP No: Bid Questions."
- The City response to bidders' written questions are due on 5/06/24 @ 4:00pm ET via www.demandstar.com and www.opalockafl.gov.

Acknowledged by Alex Lazowick, CEO/President



Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan
RFP 24-0513200
ADDENDUM-02
Questions and Answers

1. Is an online submission via Demandstar sufficient, or should we still submit hard copies of 1 original, 7 copies, and 1 electronic copy? Please advise which is preferred by the City.

Bidders have two options to submit proposals:

1. Electronic Submissions via Demandstar
 2. Physical Mail Instructions: The Package must have the RFP title and number, with 1 original copy, 7 copies, and 1 copy on a usb-drive.
2. Please confirm if proposal pricing is a requirement of this solicitation? Is price a factor in the evaluation criteria for the referenced project?
Please see below the evaluation criteria for this project. This information can be found on page 15 of the RFP.

EVALUATION CRITERIA

1. Firm Qualifications
2. Qualifications of Team Members
3. Project References
4. Methodology & Approach
5. Proposed Timeline
6. Community Engagement and Outreach
TOTAL

EVALUATION POINTS MAXIMUM

10
20
10
35
15
10
100

The project will result in the completion of a community-wide Vulnerability Assessment that meets the requirements for a Vulnerability Assessment under s.380.093, F.S.

3. Why is the stormwater master plan data not allowed to be used as part of the background data? And if not, would the City want stormwater modeling as part of the analysis?
Yes, the City would like stormwater modelling to be included as part of this project.

4. Potential implementation capital projects can vary from stormwater improvements to new emergency operation centers. Under the Scope Section, Item 5.4, is the City or the Consultant responsible to provide preliminary plans and cost estimates for capital projects?
Proposed improvements to the stormwater infrastructure and adaptability plan for the current infrastructure are expected from this project.
5. What is the total grant amount (county/state/federal) have the city received or budgeted for this project? The budget allocated is \$200K (not to exceed)
6. What is the City's budget for this contract? The budget allocated is \$200K (not to exceed)

Acknowledged by Alex Lazowick, CEO/President

A handwritten signature in black ink that reads "Alex Lazowick". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Keith and Associates, Inc.	
	2 Business name/disregarded entity name, if different from above dba KEITH	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 301 East Atlantic Boulevard	
	6 City, state, and ZIP code Pompano Beach, FL 33060	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
6	5		0	8	0	6	4	2	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here
Signature of U.S. person ► *Alex Lazewick*

Date ► 1/2/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: 053.Certs@bbrown.com FAX (A/C, No): (954) 776-4446																					
INSURED KEITH & Associates, Inc., dba Keith 301 East Atlantic Blvd Pompano FL 33060	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Transportation Insurance Company</td><td>20494</td></tr><tr><td>INSURER B:</td><td>The Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C:</td><td>The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D:</td><td>National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER E:</td><td>Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Transportation Insurance Company	20494	INSURER B:	The Continental Casualty Company	20443	INSURER C:	The Continental Insurance Company	35289	INSURER D:	National Fire Insurance Company of Hartford	20478	INSURER E:	Arch Insurance Company	11150	INSURER F:		
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INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL/BA/WC/Umb/Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7036722272	02/19/2024	02/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7036722417	02/19/2024	02/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7036722286	02/19/2024	02/19/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC736723311	02/19/2024	02/19/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability/Pollution Liability			CPP006493604	02/19/2024	02/19/2025	Per Claim \$ 2,000,000 Aggregate \$ 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED KEITH & Associates, Inc., dba Keith
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CYBER LIABILITY

Carrier: Arch Specialty Insurance Company NAIC #21199
 Policy #: C4LPX232023CYBER2024
 Effective Date: 02/19/2024 – 02/19/2025
 Limit: \$1,000,000 / Retention: \$5,000

EMPLOYMENT PRACTICES LIABILITY

Carrier: Zurich American Insurance Company
 NAIC #16535
 Policy #: MPL08596801
 Effective Date: 02/19/2024 – 02/19/2025
 Limit: \$1,000,000 EPLI/\$1,000,000 Additional Limit for Defense Cost/ Retention: \$25,000

FOREIGN LIABILITY

Carrier: The Continental Insurance Company
 NAIC #35289
 Policy #: PST734913788
 Effective Date: 02/19/2024 – 02/19/2025

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Linda Marini</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: TeamAECertificate@usi.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : XL Specialty Insurance Company</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B : Certain Underwriters at Lloyds</td> <td>1122</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Linda Marini		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS: TeamAECertificate@usi.com		INSURER(S) AFFORDING COVERAGE		INSURER A : XL Specialty Insurance Company	NAIC #	INSURER B : Certain Underwriters at Lloyds	1122	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: Linda Marini																					
PHONE (A/C, No, Ext):	FAX (A/C, No):																				
E-MAIL ADDRESS: TeamAECertificate@usi.com																					
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INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Taylor Engineering, Inc 10199 Southside Blvd. Suite 310 Jacksonville, FL 32256																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5013663	06/01/2023	06/01/2024	\$5,000,000 per claim
B	Cyber Liabil			ESL0539665886	06/01/2023	06/01/2024	\$5,000,000 annl aggr. \$1,000,000 each claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

FOR PROPOSAL PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324		CONTACT NAME: DB Special Unit PHONE (A/C, No, Ext): (954) 382-4350 E-MAIL ADDRESS: certificates@setnorbyer.com FAX (A/C, No): (954) 382-2810	
INSURED Brizaga, Inc. 17 Rose Drive Fort Lauderdale FL 33316		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: Hiscox Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 29459 29424	

Master only.

COVERAGES

CERTIFICATE NUMBER: 2022-0627 Master-I

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			21SBMVL2526	01/20/2022	01/20/2023	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000	
			MED EXP (Any one person)				\$ 10,000	
			PERSONAL & ADV INJURY				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			21SBMVL2526	01/20/2022	01/20/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☐ ANY AUTO		BODILY INJURY (Per person)				\$	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$	
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
							\$	
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	21WECAE9PW6	01/20/2022	01/20/2023	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	PROFESSIONAL LIABILITY			ANE2082482.22	01/12/2022	01/12/2023	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Additional Insured per form SS00080405, when required by written contract; Primary Non-Contributory per form SS00080405, when required by written contract; Waiver of Subrogation per form SS00080405, when required by written contract. Workers Compensation: Waiver of Subrogation per form WC000313, when required by written contract. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy Brahm/TLK

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ACORD 25 (2014/01)

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INS025 (201401)

Engineering Inspired Design. 88

ADDITIONAL COVERAGES

Ref #	Description DBRES				Coverage Code DBRES	Form No.	Edition Date
Limit 1 10,000		Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type	Premium	
Ref #	Description DBDEF				Coverage Code DBDEF	Form No.	Edition Date
Limit 1 50,000		Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type	Premium	
Ref #	Description Hired Auto				Coverage Code HRDBB	Form No.	Edition Date
Limit 1 2,000,000		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description XCYBR				Coverage Code XCYBR	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description Increased employer's liability				Coverage Code INEL	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$3.00	
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$160.00	
Ref #	Description Additional Prem to Equal Inc Limits				Coverage Code AILMP	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$117.00	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium	
OFADTLCV							
Copyright 2001, AMS Services, Inc.							

Copyright 2001, AMS Services, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NSI Insurance Group LLC 5875 NW 163 Street Suite 207 Miami Lakes FL 33014	CONTACT NAME: Renee Stone PHONE (A/C, No, Ext): (305) 556-1488 E-MAIL ADDRESS: renees@nsigroup.org FAX (A/C, No): (305) 556-3680																					
INSURED Garth Solutions Inc 5595 Orange Dr Ste 202 205 Davie FL 33314	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Twin City Fire Ins. Co.</td><td>29459</td></tr><tr><td>INSURER C:</td><td>PHILADELPHIA INSURANCE COS</td><td>00196</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Co.	19682	INSURER B:	Twin City Fire Ins. Co.	29459	INSURER C:	PHILADELPHIA INSURANCE COS	00196	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hartford Fire Insurance Co.	19682																				
INSURER B:	Twin City Fire Ins. Co.	29459																				
INSURER C:	PHILADELPHIA INSURANCE COS	00196																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24/25 PKG/AL/UMB/PL**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			21SBMRS9772	04/04/2024	04/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			21SBMRS9772	04/04/2024	04/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			21SBMRS9772	04/04/2024	04/04/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Over GL/Auto/WC \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	21WECAT3915	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PHSD1865874	04/04/2024	04/04/2025	Limit Per Claim 2,000,000 Aggregate Limit of Liab 2,000,000 Retention Per Claim 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof if Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sunbiz - Subconsultants

11/22/23, 11:24 AM

Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
BRIZAGA, INC.

Filing Information

Document Number P17000043548
FEI/EIN Number 82-1566105
Date Filed 05/15/2017
Effective Date 05/15/2017
State FL
Status ACTIVE

Principal Address

2101 W COMMERCIAL BLVD, Suite 4600
FORT LAUDERDALE, FL 33309

Changed: 11/14/2022

Mailing Address

2101 W COMMERCIAL BLVD, Suite 4600
FORT LAUDERDALE, FL 33309

Changed: 11/14/2022

Registered Agent Name & Address

BOGDANOFF, ALEC S
2101 W COMMERCIAL BLVD, Suite 4600
FORT LAUDERDALE, FL 33309

Address Changed: 02/10/2023

Officer/Director Detail

Name & Address

Title P

BOGDANOFF, ALEC S
2101 W COMMERCIAL BLVD, Suite 4600
FORT LAUDERDALE, FL 33309

Title VP

https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquiryType=EntityName&directionType=Initial&searchNameOrder=BRIZAGA... 1/2

State of Florida Department of State

I certify from the records of this office that GARTH SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on July 25, 2006.

The document number of this corporation is P06000097341.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 10, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2024




Secretary of State

Tracking Number: 6654859414CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida Department of State

I certify from the records of this office that TAYLOR ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 1987.

The document number of this corporation is J90839.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 3, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2024




Secretary of State

Tracking Number: 5572763412CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Keith and Associates, Inc.	
	2 Business name/disregarded entity name, if different from above dba KEITH	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 301 East Atlantic Boulevard	Requester's name and address (optional)
	6 City, state, and ZIP code Pompano Beach, FL 33060	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
6	5	-	0	8	0	6	4	2	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Alex Lazavick</i>	Date ► 1/2/2024
-----------	---	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**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.

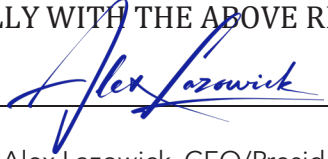
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer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

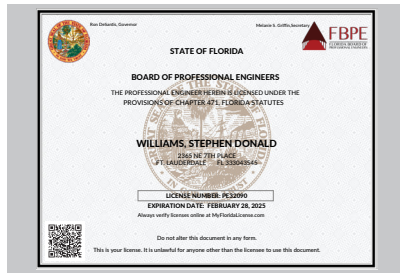
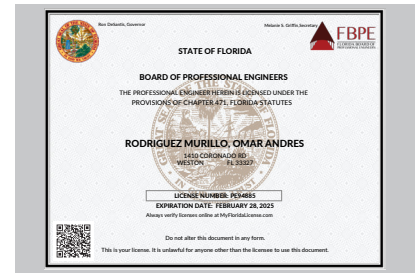
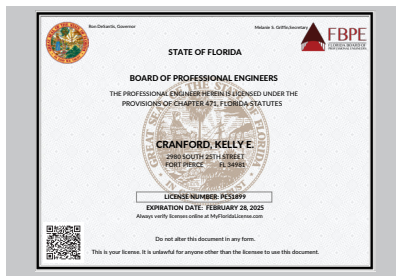
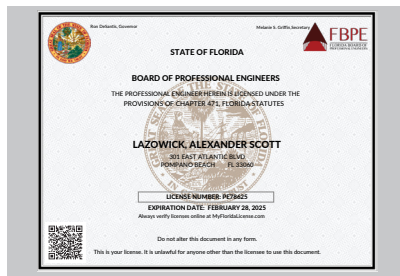
E. The certification in paragraph 1(a) of this provision is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, 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 Alex Lazowick, CEO/President

Licenses



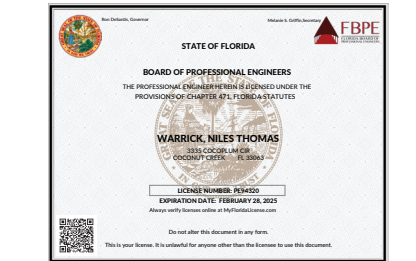
LICENSEE DETAILS

Licensee Information

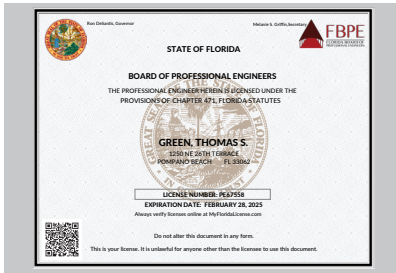
Name: KEITH AND ASSOCIATES, INC. (Primary Name)
Main Address: 301 EAST ATLANTIC BOULEVARD
POMPANO BEACH Florida 33060
County: BROWARD

License Information

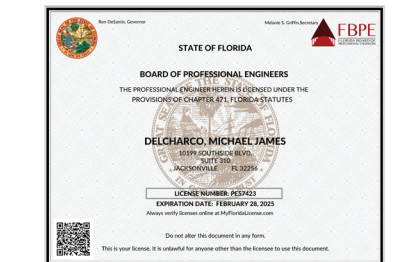
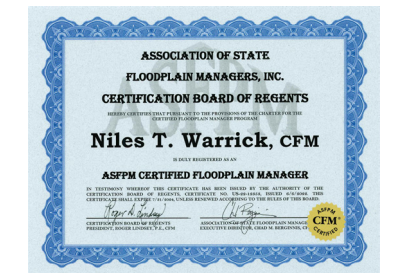
License Type: Engineering Business Registry
Rank: Registry
License Number: 7928
Status: Current
License Date: 04/03/1998
Expires:



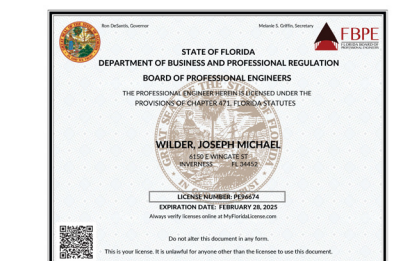
KEITH AND ASSOCIATES INC 301 EAST ATLANTIC BLVD, POMPANO BEACH, FL 33060-6643 Phone 954-788-3400				Complaints 0 Print
License Type	License#	Issued	Expires	Status
Surveyor Business Surveyor of Record	LB6660 LS4105	03/27/98 09/28/94	02/28/25 02/28/23	Active Active



SAMUEL THOMAS HALL 34802 VALLEY HILL LN, EUSTIS, FL 32736-5206				
License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS6644	02/15/08	02/28/25	Active



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION		HOME	CONTACT US	MY ACCOUNT
dbpr Department of Business & Professional Regulation		1/28/12 PM 1/28/2025		
ONLINE SERVICES		LICENSEE DETAILS		
Apply for a License Verify a License New Firm & Lending Inspections Plan or Complaint Continuing Education Course Search Map Application Status Find Exam Information Information Activity Report Map & Document Service & Activity Lic Search		Name: TERRY J. ENGINEERING, INC. (Primary Name) Main Address: 18110 SOUTHSHORE BLVD SUITE 210 JACKSONVILLE, FL 32216 Phone: County: License Information License Type: Engineering Business Registry Rank: Registry License Number: 4815 Status: Current License Date: 10/05/07 Expires:		



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:

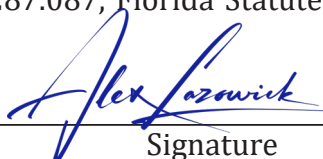
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Alex Lazowick

the CEO/President of Keith and Associates, Inc. dba KEITH
(Title/Position) (Name)
(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.

04/26/2024
Date


Signature

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

- (1) He/She/They is/are the CEO/President
(Owner, Partner, Officer, Representative or Agent) of
Keith and Associates, Inc. dba KEITH 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:

Kelly Cranford
Witness Kelly Cranford, Principal Engineer

Paul Weinberg
Witness Paul Weinberg, Vice President

By: Alex Lazowick
Signature

Alex Lazowick, CEO/President
Print Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: 053.Certs@bbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: The Continental Casualty Company INSURER C: The Continental Insurance Company INSURER D: National Fire Insurance Company of Hartford INSURER E: Arch Insurance Company INSURER F:	FAX (A/C, No): (954) 776-4446 NAIC # 20494 20443 35289 20478 11150
INSURED KEITH & Associates, Inc., dba Keith 301 East Atlantic Blvd Pompano FL 33060		

COVERAGES**CERTIFICATE NUMBER:** 24-25 GL/BA/WC/Umb/Prof**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			7036722272	02/19/2024	02/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7036722417	02/19/2024	02/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7036722286	02/19/2024	02/19/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC736723311	02/19/2024	02/19/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability/Pollution Liability			CPP006493604	02/19/2024	02/19/2025	Per Claim 2,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED KEITH & Associates, Inc., dba Keith
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CYBER LIABILITY**

Carrier: Arch Specialty Insurance Company NAIC #21199

Policy #: C4LPX232023CYBER2024

Effective Date: 02/19/2024 – 02/19/2025

Limit: \$1,000,000 / Retention: \$5,000

EMPLOYMENT PRACTICES LIABILITY

Carrier: Zurich American Insurance Company

NAIC #16535

Policy #: MPL08596801

Effective Date: 02/19/2024 – 02/19/2025

Limit: \$1,000,000 EPLI/\$1,000,000 Additional Limit for Defense Cost/ Retention: \$25,000

FOREIGN LIABILITY

Carrier: The Continental Insurance Company

NAIC #35289

Policy #: PST734913788

Effective Date: 02/19/2024 – 02/19/2025

CITY OF OPA-LOCKA



Cover Sheet

RFP NO: 24-0513200

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

May 13, 2024

Electronic Submission via DemandStar

Submitted by
Georgio Tachiev, PE PHD
GIT Consulting LLC
2665 S. Bayshore #220
Coconut Grove, FL 33133

GIT CONSULTING LLC

Civil • Water • Environment • GIS

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2 Tab 2 - Letter of Transmittal

May 13, 2024
CITY OF OPA-LOCKA
Office of The City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

**Re: Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency
Plan – RFP NO: 24-0513200**

Dear Selection Committee Members:

GIT Consulting, LLC is enthusiastic to present our qualifications for the Critical Infrastructure Vulnerability Assessment, Adaptation, and Resiliency Plan - RFP NO: 24-0513200. We are dedicated to delivering exceptional professional services tailored to meet the unique needs of the City of Opa-Locka (The City), as outlined in the RFP. With a steadfast commitment to excellence, innovation, and client satisfaction, we stand ready to be a trusted partner in the success of this project. GIT Consulting, LLC is a reputable firm specializing in civil and environmental engineering, construction/project management, stormwater drainage engineering, Flood Protection Level of Service. Situated at 2665 South Bayshore Drive, Coconut Grove, Florida, our main office serves as the hub for our operations.

To comprehensively address the requirements of The City, we bring together a partnership between GIT Consulting LLC (GIT) as the prime with subcontractors KCI Inc (KCI), and Quest Corporation of America LLC (Quest) - three distinguished firms with exceptional team members and extensive experience in successfully executing projects with similar complexities and challenges, both locally and internationally. The combined expertise of GIT, KCI, and Quest encompasses a rich history of serving public agencies with a wide array of engineering, project and construction management, and urban design services. This collective experience ensures a seamless and successful delivery of projects and programs for The City, reinforcing our commitment to meeting and exceeding expectations.

Git Consulting and Team propose a thorough Vulnerability Assessment (VA) aligned with Section 380.093, F.S., gathering critical data on assets, topography, and flood scenarios. We ensure GIS metadata adheres to Resilient Florida Program standards, integrating NOAA's sea level rise projections and storm surge data meeting a 100-year return period. Throughout, we rectify data gaps for accuracy. Additionally, we'll conduct exposure analysis to gauge water depth from sea level rise, storm surge, and various flood scenarios, adhering to GIS standards. Sensitivity analysis will measure flood impacts on assets, assigning risk levels based on inundation and critical assets. We'll host two meetings to present VA results, gathering feedback for planning and prioritizing flood focus areas and assets. Our comprehensive Vulnerability Assessment and Adaptation Report

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

(VAAR) will detail identified risks, critical assets, and relevant flood scenarios, meeting Section 380.093, F.S., and GIS standards.

We hereby acknowledge and confirm that GIT Consulting has been in continuous practice for the past 16 years, starting from the issuance date of RFP NO: 24-0513200. Furthermore, we are professionally licensed to practice engineering in the State of Florida. Our expertise spans across various disciplines. We are appropriately licensed and in good standing with the Florida Department of Professional Regulation. We have been operating continuously under the same name, providing the same services, for over 16 years. Our project team has extensive prior experience in the same field as the services required. The proposed project manager possesses over twenty years of experience in the same field as the services, along with prior project management experience, and is capable of speaking and making decisions on behalf of our team.

The City seeks a top-tier team with local expertise in federal, state, and local regulations, agility in addressing requirements, and a comprehensive grasp of standards and processes. We precisely fit that description – our local project teams boast in-depth knowledge and a wealth of staff with specialized experience. Our fully integrated team is eager to establish a robust and proactive relationship with The City of Opa-Locka.

For this project, representation of the GIT, KCI, and Quest Team will be authorized by Georgio Tachiev, Manager of GIT Consulting LLC. Below are the contact details for Georgio Tachiev, PE PHD, including address and telephone number. The official signature of Georgio Tachiev, certifying the contents of the Proposer's responses to The City's Request for Proposal, is provided below.

Respectfully submitted,



Georgio Tachiev, PE PHD
GIT Consulting, LLC
2665 S. Bayshore Dr #220
Coconut Grove, FL 33133

3 Tab 3 - General Information

This section provides a general information and description of GIT Consulting who is the prime, additional certification information is provided in the following pages:

Name of Business:	GIT Consulting LLC
Mailing Address and Phone Number:	2665 S. Bayshore Dr, #220 Coconut Grove, FL 33133 ph: 305-632-9386
Names and contact information of persons to be contacted for information or services if different from name of person in charge.	Georgio Tachiev, PE PhD ph: 305-632-9386 georgio@gitconsulting.net
Normal business hours.	8 AM to 6 PM
State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).	GIT Consulting is a Limited Liability Corporation Registered in Florida
Give the date business was organized and/or incorporated, and where.	GIT Consulting LLC was incorporated on September 28, 2007 in the State of Florida
Give the location of the office from which the work is to be done and the number of professional staff employees at that office.	The work will be conducted from GIT's offices: GIT Consulting LLC 2665 S. Bayshore #220 Coconut Grove, FL 33133
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.	GIT Consulting is neither a parent nor a subsidiary on a group of firms/agencies
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.	The business is certified as a small business enterprise (SBE) in Miami-Dade County. GIT Consulting is Certified to do business in the State of Florida GIT Consulting holds an Engineering Business Registry License No 35526 in the State of Florida

4 Tab 4 – Project Approach

The project aims to assist The City in developing an efficient and resilient drainage system, crucial for providing flood protection to a community where approximately 84% of residents fall under the Low to Moderate Income (LMI) bracket.

This comprehensive study will encompass a vulnerability assessment, adaptation plan, and resiliency plan, focusing on The City's critical infrastructure assets. Leveraging existing GIS data, the study will model rainfall flooding and evaluate current and future impacts on critical infrastructure. It will identify The City's unmet mitigation needs in response to present and future events, while also exploring various adaptation alternatives and mitigation strategies aimed at reducing flood risks.

The proposed project will align with the stipulations outlined in Florida Statute 380.093 (F.S.), placing a strong emphasis on conducting thorough vulnerability assessments and developing robust resiliency plans including:

Purpose of 380.093 (F.S.):

- The primary purpose of 380.093 F.S. is to enhance the resilience of communities and critical infrastructure in Florida in the face of environmental challenges, particularly those posed by climate change.
- By mandating vulnerability assessments and resiliency planning, the statute aims to identify and mitigate risks associated with natural hazards such as flooding, sea-level rise, and extreme weather events.
- The statute seeks to promote proactive measures to safeguard public health, safety, and welfare, as well as to protect natural resources and the built environment.

Requirements of 380.093 (F.S.):

- The statute establishes mandatory guidelines for conducting vulnerability assessments (VAs) and developing resiliency plans in Florida.
- It specifies the scope of assessments, data requirements, and methodologies to be employed.
- Compliance with the statute is obligatory for local governments and other entities tasked with assessing and addressing vulnerabilities to climate change and other environmental hazards.

Expected Outcome 380.093 (F.S.):

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- The expected outcome of compliance with 380.093 F.S. is the development of comprehensive vulnerability assessments and resiliency plans tailored to the unique needs and circumstances of each locality in Florida.
- These assessments and plans are designed to provide actionable insights into vulnerabilities, risks, and adaptation strategies, guiding decision-making and resource allocation at the local level.
- Ultimately, adherence to the statute is anticipated to result in more resilient communities that are better equipped to withstand and recover from environmental challenges, thereby enhancing overall sustainability and quality of life for residents and stakeholders.

The City of Opa-locka, incorporated in 1926 and situated in the northwestern portion of Miami-Dade County, boasts a diverse landscape comprising residential, commercial, and industrial zones, alongside a general aviation airport. With a steadily growing population and ambitious redevelopment initiatives on the horizon, The City anticipates significant expansion over the next 10 to 20 years. Consequently, it is imperative for The City to ensure that its infrastructure is not only equipped to meet the current demands but also resilient enough to withstand the escalating threat of flooding resulting from climate change.

Effective stormwater management stands out as one of the most pressing challenges facing the community, drawing the attention of the Mayor and Commissioners for years. As the region experiences increasingly frequent and severe storms, there is an urgent need to address this issue head-on.

Therefore the desired project outcomes consist of:

- A technical memorandum detailing the analyses and summarizing findings to comply with the requirements of 380.093 F.S.
- Rainfall-Induced/Compound Flooding threats, for 2040 and 2070 scenarios, showing Inundation Depth and Elevation analysis and associated mapping combined into a Geographical Information System (GIS) database in a format suitable for input into the FDEP mapping tool
- Cataloging and analysis of critical assets, City and County-owned, to create Policy/plan strategies
- Infrastructure Adaptation Plan (IAP) report providing analysis, justification, and priority for improvements
- Identification of actions to promote resilience and climate adaptation; develop public-facing outreach tools and a communication plan
- Adopted Vulnerability Assessment Resiliency plan

In essence, this project represents a proactive approach by The City of Opa-Locka to safeguard its residents and infrastructure against the escalating challenges posed by climate change and rapid

urbanization. Through informed planning and strategic decision-making, The City aims to build a more resilient and sustainable future for its community.

4.1 Project Scope and Deliverables

4.1.1 Task 1: Internal Coordination Meetings

GIT Consulting is responsible for orchestrating internal meetings that serve as pivotal touchpoints between the project team and City staff at crucial stages throughout the project timeline. These meetings are essential for ensuring alignment, exchanging information, and making collective decisions.

To execute this responsibility effectively, GIT Consulting takes charge of all aspects related to meeting management. This includes drafting meeting invitations, compiling meeting materials, crafting presentations, and preparing relevant graphics as needed. By overseeing these tasks, GIT Consulting ensures that each meeting is well-organized and conducive to productive discussions.

Furthermore, GIT Consulting is tasked with delivering several key items as part of their responsibilities. Firstly, they are required to develop comprehensive meeting agendas that outline the meeting's objectives, location, date, and time. Additionally, they are responsible for maintaining accurate meeting sign-in sheets, documenting attendee names, and their affiliations, which serves as valuable record-keeping for future reference.

Moreover, GIT Consulting is accountable for creating and disseminating any presentation materials or handouts required for the meeting. These materials are designed to support discussions, provide context, and convey important information to attendees.

Following each meeting, GIT Consulting compiles a detailed summary report capturing the essence of the discussions, input from attendees, and the outcomes or decisions reached during the meeting. This summary report serves as a vital reference document, ensuring that stakeholders remain informed and aligned on project progress and next steps.

In summary, GIT Consulting plays a pivotal role in facilitating effective communication and collaboration between the project team and City staff by meticulously planning, executing, and documenting internal meetings at critical project milestones. Through their efforts, they contribute to the smooth progression of the project and the achievement of its objectives.

4.1.2 Task 2: Acquire Background Data

GIT Consulting's responsibilities encompass researching and compiling essential data required to perform a Vulnerability Assessment (VA) according to the specifications outlined in Section 380.093, F.S. This involves three main categories of data: critical and regionally significant asset inventory, topographic data, and flood scenario-related data. To ensure compliance and accuracy,

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

GIS metadata should include layers corresponding to each of the four asset classes specified in the regulations. The GIT Consulting Team will obtain data from Florida Department of Management, FDEP, FEMA (from Hazus) and The City and will integrate all data into a single up to date database.

Adhering to the Resilient Florida Program's GIS Data Standards, GIT Consulting ensures that GIS files and associated metadata meet the required criteria. Raw data sources are meticulously documented within the associated metadata for transparency and traceability. Additionally, sea level rise projection data, including NOAA's intermediate-high and intermediate-low projections for 2040 and 2070, are incorporated into the analysis, with the flexibility to utilize other projections as deemed appropriate by GIT Consulting.

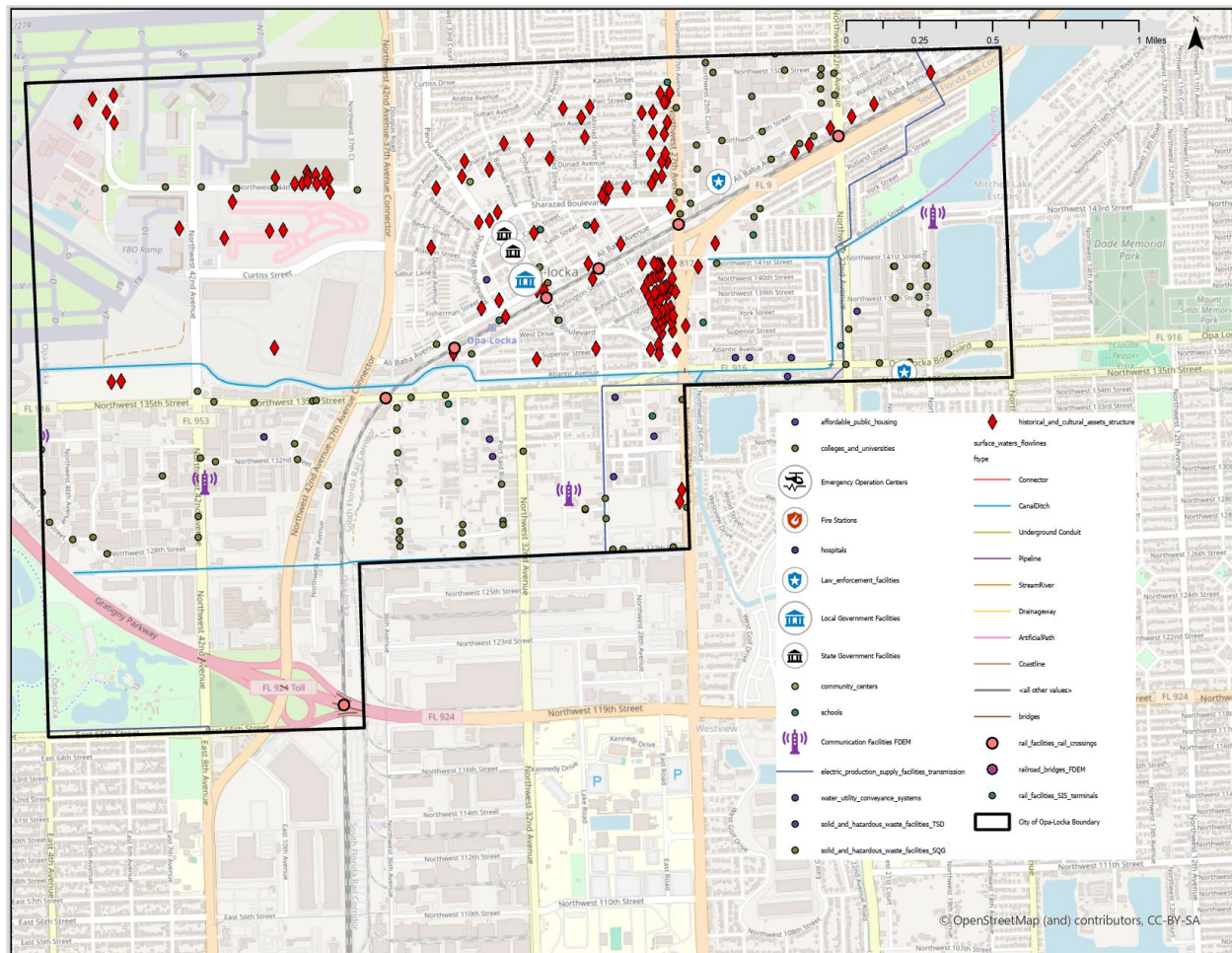


Figure: An example of Critical Facilities Obtained from Florida Department of Environmental Management and FEMA's HAZUS Geodatabase for Florida and Used for the Development of FEMA's Non-Regulatory Products (Flood Risk Map and Flood Risk Database) for Watersheds C-8 and C-9

In the course of researching background data, GIT Consulting identifies any data gaps that may hinder the extent or accuracy of the VA. These gaps could result from missing data or low-quality

information. The Consultant is mandated to rectify these gaps by sourcing necessary data to ensure the completeness and reliability of the assessment.

As part of their deliverables, GIT Consulting provides a comprehensive technical report outlining the compiled data and the findings of the gap analysis. This report serves to document the methodology employed and the insights gained from the data compilation process. Additionally, GIT Consulting produces a summary report that includes recommendations for addressing identified data gaps and details the actions taken to rectify them, if applicable.

Furthermore, GIT Consulting delivers a GIS file containing the compiled data, complete with appropriate metadata. This GIS file not only includes the locations of critical assets owned or maintained by the Consultant but also encompasses regionally significant assets classified as per the regulations specified in Section 380.093(2)(a)1-4, F.S.

In summary, GIT Consulting plays a pivotal role in gathering, analyzing, and documenting the data necessary for conducting a thorough Vulnerability Assessment. Through meticulous research, adherence to standards, and proactive gap identification and resolution, GIT Consulting ensures the integrity and comprehensiveness of the assessment process, thereby facilitating informed decision-making and risk mitigation strategies.

4.1.3 Task 3 Exposure and Sensitivity Analysis

GIT Consulting is entrusted with the crucial task of meticulously researching and compiling essential data to conduct a comprehensive Vulnerability Assessment (VA) in accordance with the stipulations outlined in Section 380.093, F.S. This multifaceted endeavor involves gathering data across three key categories: critical and regionally significant asset inventory, topographic data, and flood scenario-related data.

To maintain adherence to standards and uphold accuracy, GIT Consulting ensures that the Geographic Information System (GIS) metadata incorporates layers corresponding to each of the four asset classes specified in the regulatory framework. By following the guidelines set forth by the Resilient Florida Program's GIS Data Standards (Exhibit I), GIT Consulting meticulously organizes GIS files and their associated metadata, providing full transparency and traceability. Moreover, GIT Consulting incorporates sea level rise projection data, including NOAA's intermediate-high and intermediate-low projections for 2040 and 2070, while retaining the flexibility to integrate other projections as warranted by the assessment.

During the process of data acquisition, GIT Consulting conducts a thorough examination to identify any potential gaps that may impede the scope or precision of the VA. These gaps may arise due to missing data or the presence of low-quality information. As part of their mandate, GIT Consulting undertakes the responsibility of rectifying these gaps by procuring the necessary data, thus ensuring the completeness and reliability of the assessment.

In delivering their commitments, GIT Consulting furnishes a detailed technical report that not only outlines the compiled data but also presents the findings derived from the gap analysis. This comprehensive report serves as a documentation of the methodologies employed and the insights gleaned throughout the data compilation process. Additionally, GIT Consulting provides a concise summary report, which includes actionable recommendations for addressing identified data gaps and highlights the steps taken to resolve them, where applicable.

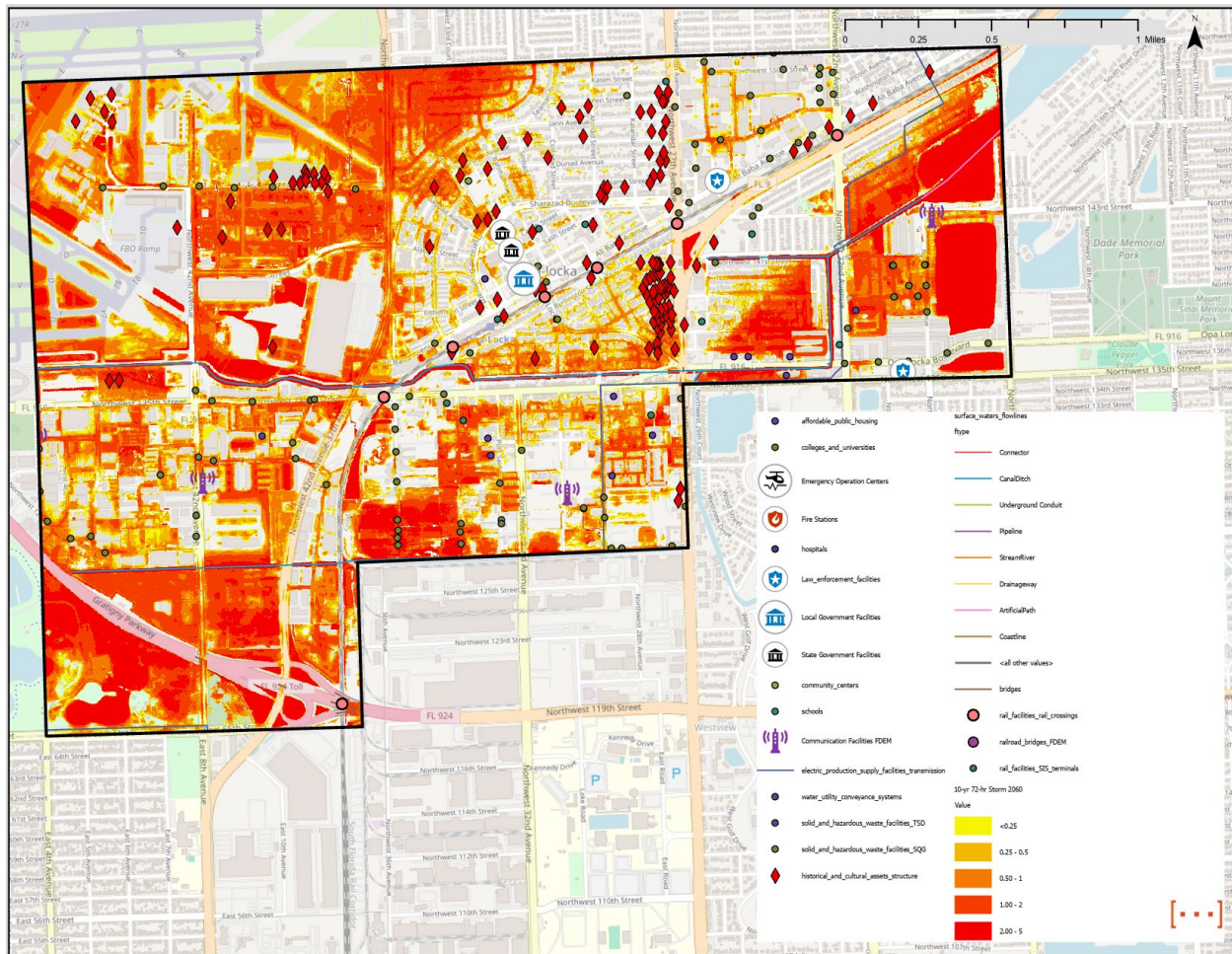


Figure 1: An example of Previous Analysis of Flood Depth and Critical Facilities Performed by GIT Consulting for the Development of FEMA's Non-Regulatory Products (Flood Risk Map and Flood Risk Database) for Watersheds C-8 and C-9 for the 100-yr Design Event for Year 2060 (+2 ft SLR)

Furthermore, GIT Consulting furnishes a GIS file containing the compiled data, complete with comprehensive metadata. This GIS file not only delineates the locations of critical assets owned or managed by the Consultant but also encompasses regionally significant assets classified in accordance with the regulations specified in Section 380.093(2)(a)1-4, F.S.

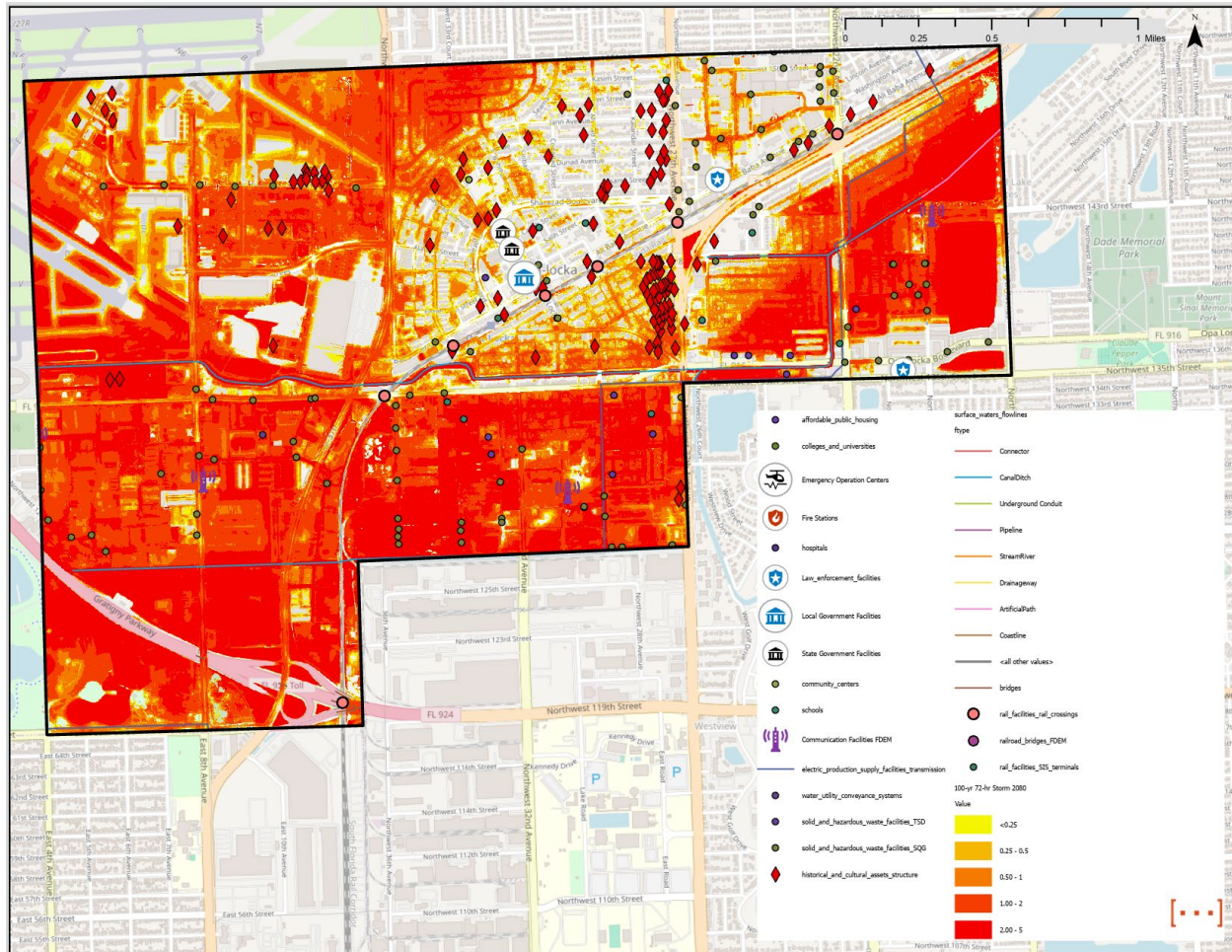


Figure 2 : An example of Previous Analysis of Flood Depth and Critical Facilities Performed by GIT Consulting for the Development of FEMA's Non-Regulatory Products (Flood Risk Map and Flood Risk Database) for Watersheds C-8 and C-9 for the 100-yr Design Event for Year 2080 (+4 ft SLR)

Figure 1 and Figure 2 were based on analyzing the flood events using Fema's HAZUS Software which determines the flood risks for selected events and provides a geodatabase with critical facilities for Florida (<https://www.fema.gov/flood-maps/products-tools/hausz>).

In essence, GIT Consulting will assume a pivotal role in the comprehensive undertaking of gathering, analyzing, and documenting the requisite data for conducting a thorough Vulnerability Assessment. Through their meticulous approach, steadfast adherence to standards, and proactive identification and resolution of data gaps, GIT Consulting ensures the integrity and comprehensiveness of the assessment process, thereby facilitating well-informed decision-making and the formulation of effective risk mitigation strategies.

4.1.4 Task 4: Public Presentation and Outreach Meetings

GIT Consulting will conduct two meetings to present the VA results to local governing boards, technical committees, or relevant officials. These meetings aim to share the VA findings and solicit feedback for the planning process. Additionally, they provide an avenue for the public to offer community-specific input on analysis results and reconsider methodologies for refinement.

During these meetings, GIT Consulting will facilitate exercises to encourage public input on prioritizing focus areas of flooding and critical assets. Clear criteria will be established to guide the public's input for selecting these focus areas, crucial for later development of adaptation strategies and projects.

To ensure the success of these meetings, GIT Consulting will handle all aspects of organization and preparation. This includes preparing meeting agendas detailing location, date, and time, and compiling sign-in sheets to record attendee names and affiliations.

GIT Consulting will also create and distribute all necessary materials, including presentations, graphics, social media notifications, and invitations. These materials will enhance understanding and engagement among attendees, ensuring informative and inclusive meetings.

As part of their deliverables, GIT Consulting will provide copies of presentations and any relevant materials distributed at the meeting. They will also offer access to meeting recordings if available. A comprehensive summary report will be compiled, documenting attendee input and meeting outcomes, including defining focus areas recommended by the community.

- Meeting agendas detailing location, date, and time
- Meeting sign-in sheets with attendee names and affiliations
- Copies of presentations and distributed materials
- Access to meeting recordings if available
- Summary report documenting attendee input and meeting outcomes, including defined focus areas recommended by the community

4.1.5 Task 5: Final Critical Infrastructure Vulnerability Assessment Adaptation and Resiliency Plan (VAAR) Report, Maps and Tables

GIT Consulting will finalize the Vulnerability Assessment and Adaptation Report (VAAR) in accordance with the stipulations outlined in Section 380.093, F.S., and informed by public outreach efforts. The VAAR will encapsulate all findings from the exposure and sensitivity analyses, along with a comprehensive summary of identified risks. It will also feature a detailed list of critical and regionally significant assets impacted by flooding and sea-level rise, specifying the flood scenarios affecting each asset.

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

In adherence to the Resilient Florida Program's GIS Data Standards, GIT Consulting will ensure that GIS files and associated metadata meet the requisite criteria. Raw data sources will be meticulously documented within the associated metadata to ensure transparency and traceability.

Deliverables from GIT Consulting will include:

1. Final VAAR Report: Providing detailed results and conclusions, including illustrative maps and tables, based on the statutory scenarios and standards specified in Section 380.093, F.S.
2. Final List of Critical and Regionally Significant Assets: Prioritized by area or immediate need, and specifying the flood scenarios impacting each asset.
3. Electronic Mapping Data: All geospatial data used to illustrate flooding and sea level rise impacts identified in the VAAR, provided in electronic file format along with GIS metadata.
4. Ranking List of Capital Projects: Included with the final report, featuring preliminary designs/layouts and cost estimates for implementation as part of the adaptation and resiliency plan.
5. Signed Vulnerability Assessment Compliance Checklist Certification.

GIT Consulting will ensure that these deliverables are comprehensive, accurate, and in full compliance with regulatory standards.

4.2 Management & Organizational Structure

Successful delivery for this continuing services contract requires a team that has expertise to deliver any type of project, meet all expectations – City of Opa-Locka (the “City”) and City’s residents, and deliver under any schedule required! Our Team, comprised of GIT, KCI, and Quest, possesses the expertise required for successful project delivery. We have a proven track record of completing diverse projects across Florida, spanning from large-scale mega projects to intricate water quality analyses, roadway reconstructions, and bicycle/pedestrian facility projects. Our proficiency extends to performing designs using multiple standards and processes tailored to each client. Employing a variety of delivery methods, we consistently meet all schedule and budget requirements.

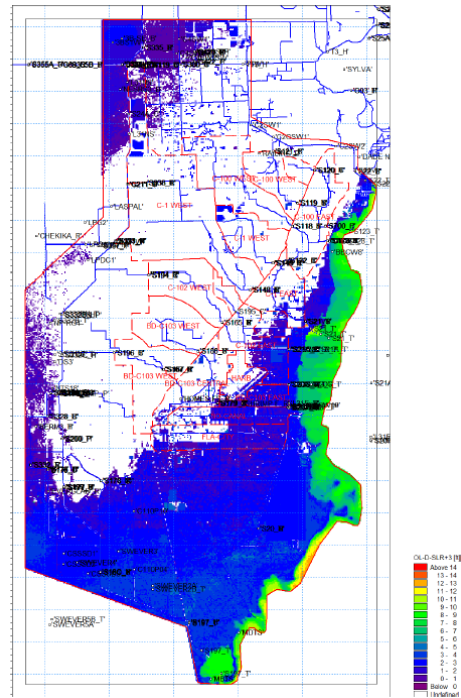
What distinguishes our team is our exceptional agility – we are highly responsive to your needs. We possess the flexibility to tailor our delivery approach to fulfill both technical and non-technical requirements. Our ability to swiftly "pivot" in response to changing conditions, coupled with access to our extensive pool of resources, enables us to meet even the most stringent schedule commitments. Additionally, our team embraces innovation, consistently seeking opportunities to push the boundaries of engineering-based problem-solving.

4.2.1 Work Order Management

The GIT Team is organized around a single point of contact for project management – Georgio Tachiev, PhD, PE. As Principal, Georgio has responsibility for resource management for all our projects throughout Florida. His outlook, insights, and understanding of appropriate design were largely shaped by his 35 years of global experience, and where he developed a reputation for getting the job done. The GIT team has built a solid track record by taking on and successfully completing an extensive range of civil services for infrastructure projects. Our expertise spans civil infrastructure including roadways, pedestrian access, stormwater drainage, sewer systems, utilities, access roads, parking facilities, grading, sidewalks, as well as the design and construction of bridges, tunnels, culverts, retaining walls, and connection ramp structures. In addition to these offerings, our Team provides specialized services in traffic planning and signalization, maintenance and protection of traffic engineering, and comprehensive permitting support.

All initial requests of The City will be directed to Georgio Tachiev, who is based in Miami-Dade County. In collaboration with The City of Opa-Locka, Georgio will define the scope and schedule for any potential assignment. We take pride in our commitment to responsiveness, addressing all requests promptly and systematically. Recognizing the importance of timely and efficient communication, our team is dedicated to ensuring clear and effective dialogue throughout the entire project lifecycle.

Through a seamless collaboration, Georgio and the team will assess and strategically allocate the most fitting staff resources and sub consultants. Their overarching objective is to craft a comprehensive scope of work and a proposed budget that ensures the successful and efficient completion of the assigned task. This unified approach ensures a meticulous and well-coordinated response customized to meet the distinctive requirements of each project.



Flood Protection Level of Service for SFWMD, Completed 2022. Alternative with Sea Level Rise Scenario +3ft

4.2.2 Coordinating and Expediting Project Elements to meet schedules without Sacrificing Quality

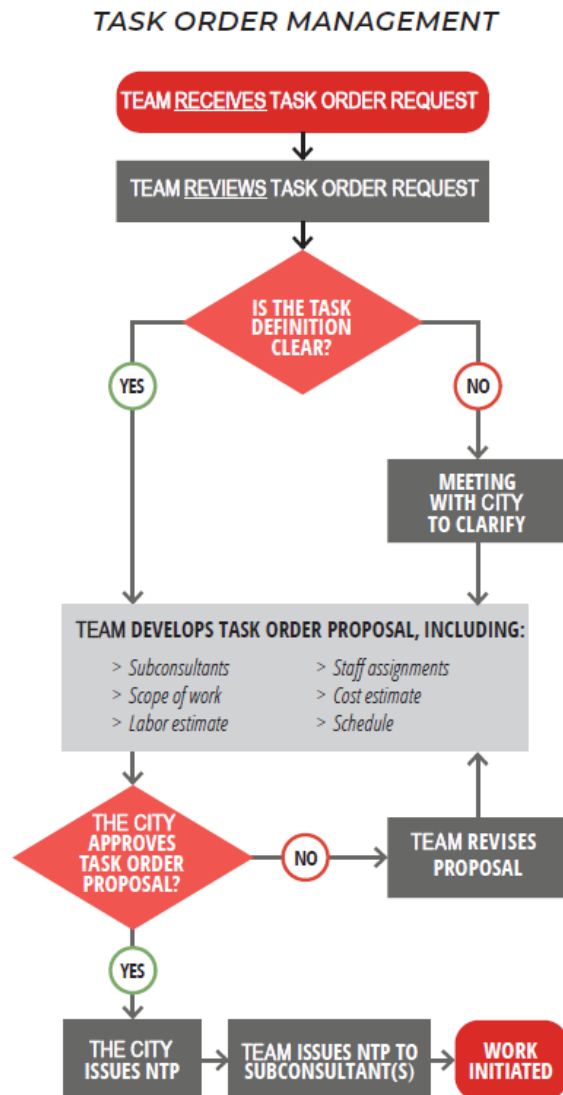
Partnering with The City is a strong component of successful project delivery, and we will work with City's staff to incorporate the needs and goals of stakeholders in development discussions. The City can depend on us to deliver high-quality products and provide exceptional cost-effective services within a schedule, the way The City requires them delivered.

Our team possesses an in-depth understanding of the manuals, standards, and guidelines relevant to the Miami-Dade County and the State of Florida, including analysis of critical infrastructure which have been completed by the Team for Miami-Dade County and also for the US Virgin Islands.

We recognize the critical elements that influence projects and schedules, playing a pivotal role in coordinating multi-discipline projects and achieving delivery goals. These elements include:

- Submittal Milestones – complete understanding of timelines.
- Data Management - establishing project criteria early and conducting the appropriate level of work up front to justify exceptions and provide the information necessary for approval.
- Public Outreach commitment to adhere to Florida Statute 380.093 (F.S.), which underscores the importance of vulnerability assessments and resiliency planning in our community. As part of this initiative, the GIT Team will work with stakeholders in shaping the future of our city by providing valuable input and insights into the project's resilience efforts.

By having a complete understanding of the processes and associated timelines involved in projects, activities are thoroughly scheduled from the onset, improving the project success. Combined with carefully controlling project activities using proven project management tools, such as Primavera scheduling, earned value analysis, and good old communication, GIT nimbly



coordinates the many moving parts of a project and meets all delivery schedules without compromising quality.

4.2.3 Organizational Chart and Qualifications of the Proposed Staff

The qualifications of the Proposed Staff are provided following the next section:

To meet these diverse challenges and fully address the needs of your program, we bring a powerful and proven partnership between GIT, KCI and Quest - **three highly qualified firms**, made up of exceptional team members with a long history of successfully completing projects with similar requirements and challenges on-time and on-budget.

The Team's Organizational Chart is provided in Figure 1.

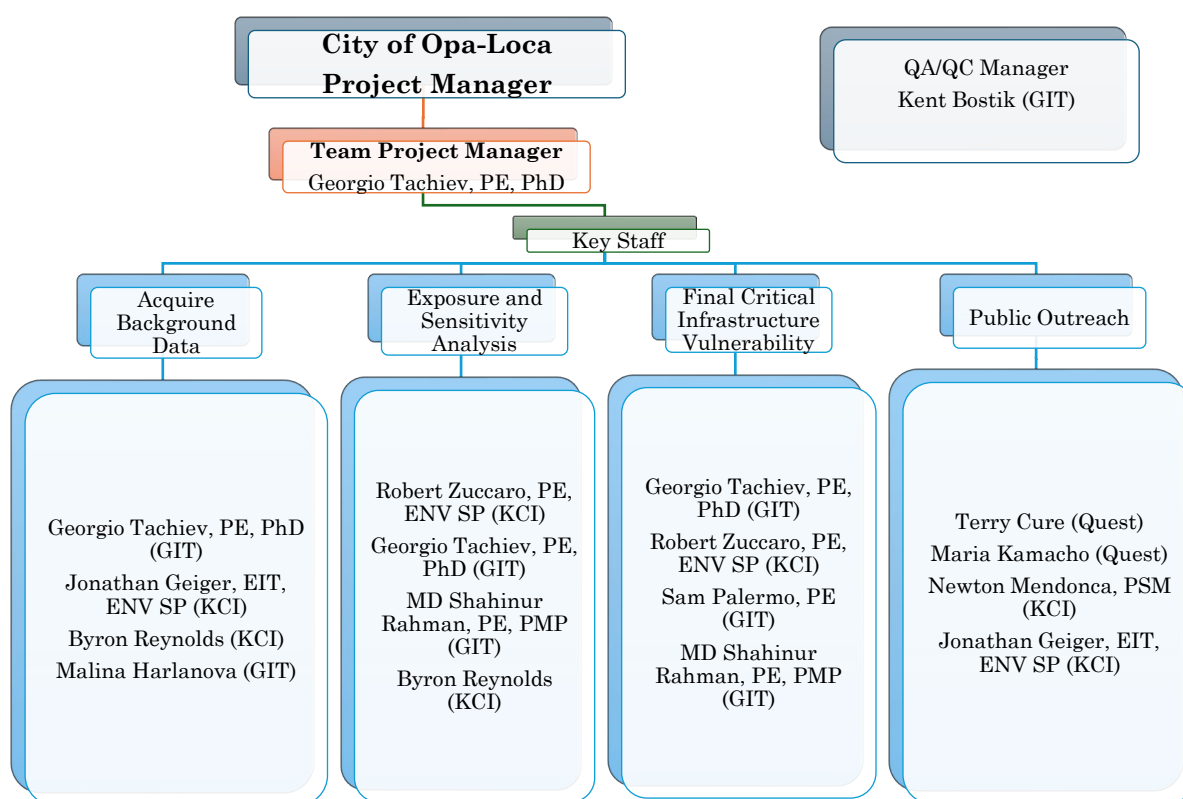


Figure 1 Team Organizational Chart

Our Approach starts with strong Leadership. Georgio Tachiev, PE, PhD, will lead the project as the Project Manager and main contact person. Georgio will closely collaborate with our management and engineering team to ensure smooth project execution. We also have ample resources to support local staff as needed, tailored to your specific needs. Effective leadership depends on dedicated and skilled resources. Our GIT Team includes local professionals with access to a

diverse pool of engineering, architectural, and construction experts. We've already assembled a team of consultants ready to tackle your project's challenges and requirements.

The proposed personnel, their relevant experience and responsibilities in this project are summarized below.

Georgio Tachiev, PE, PhD has over 30 years of experience in civil engineering, water resources, hydrology and water quality, civil and environmental engineering. He is experienced in management of civil, water and environmental engineering projects, and in all phases of engineering design, technical reviews, quality control, and reporting. His expertise includes projects related to unique and challenging GIS problems, flood protection, water resources engineering, and the development of TMDL modeling tools. Georgio has more than 40 peer review publications in the areas of civil engineering water resources, hydrology and numerical modeling. Georgio is the co-author of the Light Imprint Handbook: Integrating Sustainability and Community Design. The book provides a toolkit for stormwater management which reduces civil infrastructure costs using natural drainage, green engineering infrastructure and filtration practices, employed collectively at the scales of the sector, the neighborhood and the block. Georgio has been the lead and the Engineer on Record for the most recent update of Miami-Dade County's Stormwater Master Plan and for the development of the most recent updates of Miami-Dade County's Flood Criteria, Miami-Dade County's Water Control Map (<https://www.miamidade.gov/environment/water-control-and-flood-criteria.asp>). Furthermore, Georgio provided updates of the FEMA's non-regulatory products for watershed C-8 and C-9 (The City of Opa-Locka is within these watersheds) including the Flood Risk Map, Flood Risk Database, and Flood Risk Reports which include analysis of Critical Facilities within these watersheds for FEMA's Design events. For this project Georgio will provide:

- Project Management
- Task Lead of Acquire Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability

MD Shahinur Rahman, PE, PMP (GIT Consulting LLC) With over twenty years of project engineering experience, Mr. Rahman excels in communicating complex concepts clearly, tailoring his message to diverse audiences. He possesses strong leadership skills, adept at supervising, motivating, and evaluating personnel to maximize productivity and customer satisfaction. Experienced in problem-solving and project management, he consistently meets deadlines and goals. Proficient in various software including AutoCAD/LDD, MicroStation, and Primavera P6, he has contributed to notable projects such as the Miami-Dade Stormwater Master Plan Update and Flamingo Park development in Sunrise, Florida. His expertise in civil engineering design and permit compliance ensures the successful execution of projects in accordance with industry standards and regulations. For this project MD Shahinur will provide:

- Task Lead of Acquire Background Data

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- Task Lead of Exposure and Sensitivity Analysis
- Task Lead of Critical Infrastructure Vulnerability Analysis

Kent Bostick (GIT Consulting LLC) has more than 40 years as a professional groundwater hydrologist, consultant, project manager, and technical group leader. He is a specialist in quantitative groundwater hydrology with expertise in unsaturated zone hydrology and solute transport and QA/QC lead of diverse set of infrastructure project. He also has expertise in groundwater resource development, testing and design of well fields, and dewatering systems. Throughout his career he has served as a consultant to the U.S. Department of Energy (DOE), U.S. Department of Defense, U.S. Forest Service, U.S. Environmental Protection Agency (USEPA), and La Empresa Nacional de Residuos Radiactivos, (ENRESA) in Spain. Major career accomplishments include preparation of and approval for licensing documents for the construction of Waste Isolation Pilot Plant (WIPP) in Carlsbad, NM, successful cleanup and licensing of uranium tailings sites. He is recognized internationally for his work in uranium tailings remediation. He will be a QA/QC manager of project deliverables. For this project Kent will provide:

- Support for the QA/QC process.

Malina Harlanova (GIT Consulting LLC) Dedicated and experienced professional with a comprehensive background in project management and civil engineering. Skilled in all phases of construction project execution, ensuring adherence to safety regulations, permitting, and contract documentation. Proficient in design software such as Revit, CIVIL 3D, ARC MAP, ARC PRO, and QGIS. Possesses strong leadership abilities and excels in technical calculations, civil engineering design, and report preparation. For this project Malina will provide:

- Support for Acquiring Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability Analysis

Mr. Palermo (GIT Consulting LLC) brings over two decades of experience in the Comprehensive Everglades Restoration Plan, specializing in critical infrastructure projects for the South Florida Water Management District and U.S. Army Corps of Engineers (USACE). His expertise encompasses various roles including resident engineer, project management, design management, and construction management. His proficiency extends to construction cost estimating, program planning, and ensuring quality assurance and control throughout projects. He specializes in large-scale infrastructure such as dams, reservoirs, pump stations, federal levees, spillways, culverts, and coastal structures across south Florida. With detailed knowledge of SFWMD infrastructure and standard design specifications, he navigates technical review procedures and ensures adherence to construction quality standards. Additionally, Mr. Palermo actively contributes to the American Water Resources Association, Florida Section, as a Board Member. For this project Sam will provide:

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- Support for Acquiring Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability Analysis

Mr. Zuccaro (KCI Technologies Inc) brings over four decades of extensive experience in engineering projects, spanning planning, design, permitting, construction phase services, and final certifications. His expertise encompasses various sectors including land development, transportation, and environmental projects. As a seasoned project manager, Mr. Zuccaro has successfully overseen a diverse portfolio of projects for both governmental and private sector clients. His responsibilities have included supervising the design, planning, platting, surveying, permitting, specifications, contract administration, construction observation, record drawings, and final certifications across a range of infrastructure projects. These projects include medical facilities, airports, roadways, water and sewer systems, lift and pump stations, sewage treatment plants, and marinas. For this project Mr Zuccaro will provide:

- Support for Acquiring Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability ANalysis

Mr. Geiger's (KCI Technologies Inc) professional journey began in Virginia, where he served as a civil project engineer for two years, specializing in ground improvement services and utility design. In 2017, he returned to Florida and joined the KCI team. Since then, he has contributed his expertise as an engineer-in-training to various private and government projects in Broward County. His roles have involved civil site and utilities design, navigating permitting processes at both state and local levels, and providing construction phase services. Proficient in AutoCAD, Mr. Geiger's hands-on experience in construction has deepened his comprehension of the engineer-contractor relationship, enhancing his overall skill set. For this project Mr Geiger will provide support for mapping and GIS analysis and support for the outreach program, support of Acquire Background Data, Support for Exposure and Sensitivity Analysis, support for Critical Infrastructure Vulnerability analysis

Mr. Reynolds (KCI Technologies Inc) brings extensive leadership experience to diverse teams across design and construction projects. With a collaborative approach, he effectively engages colleagues, consultants, and stakeholders to achieve project objectives with precision, cost efficiency, and timeliness. His background includes over six years in the private sector, focusing on commercial development projects. During this time, he acquired expertise in building and infrastructure planning, including roads and underground systems. His responsibilities encompassed preparing construction and environmental compliance documents, developing grading plans, cost estimates, and bid specifications, as well as providing construction oversight, environmental sampling, and site reconnaissance. Mr. Reynolds excels in translating conceptual designs into detailed engineering documentation, employing standard processes and codes of practice to ensure accuracy and compliance. For this project Mr Reynolds will provide:

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- Support for Acquire Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability

Mr. Hoyle (KCI Technologies Inc) brings over twenty years of expertise as a project surveyor in Florida, specializing in a wide range of surveying tasks. His proficiency spans transmission line route surveys, easement preparation, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Hoyle is well-versed in cutting-edge software and equipment, including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software. For this project Mr Hoyle will provide support for mapping and GIS analysis.

Mr. Mendonca (KCI Technologies Inc) is a seasoned project surveyor with extensive experience spanning two decades, including five years in Florida and over 20 years in Brazil. His expertise covers a broad spectrum of surveying tasks, ranging from roadway design surveys and right-of-way control mapping to boundary and topographic surveys, tunnel surveys, construction layout, and geodetic control surveys. Mr. Mendonca is proficient in conducting ALTA/NSPS surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. He is adept at utilizing the latest cutting-edge software and equipment, such as AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software. For this project Mr Mendonca will provide support for mapping and GIS analysis and support for the outreach program.

Mr. Bridwell (KCI Technologies Inc) is a proficient survey technician with extensive experience in surveying and mapping across Florida. Holding certification as a remote pilot, he brings expertise in a wide range of surveying activities, including transmission line route surveys, easement preparation, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, bathymetric surveys, as-built surveys, 3D modeling, LiDAR scanning, and UAS (Unmanned Aerial System) flights. Mr. Bridwell is well-versed in utilizing the latest cutting-edge software and equipment, such as AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and LiDAR technology. For this project Mr. Mendonca will provide support for mapping and GIS analysis:

Terry Cure (Quest) is an Executive Vice President is responsible for monitoring departmental operations, cultivating customer relationships, developing strategic goals and identifying business opportunities that optimize performance, drive revenues and achieve profitability goals. For this project Mrs. Cure will develop an outreach program:

4.3 Team Workload

GIT Consulting, as the prime proposer for RFP NO: 24-0513200, is committed to providing a comprehensive understanding of our current workload and how this project aligns with our ongoing and anticipated commitments.

A. Current Workload:

GIT is currently engaged in a diverse range of projects across multiple disciplines, including civil engineering, construction/project management, and stormwater drainage engineering. Our workload is balanced, and our team is actively managing ongoing assignments with a focus on delivering high-quality results within specified timelines.

B. Fit with the Current and Expected Workload:

RFP NO: 24-0513200 is well-aligned with GIT's expertise and existing workload. The project's scope complements our ongoing commitments, and we have the capacity to dedicate the necessary resources to ensure its success. Our team is adept at managing concurrent projects and possesses the capability to integrate RFP NO: 24-0513200 seamlessly into our workflow.

C. Similar Current Assignments:

As the prime proposer, GIT Consulting is currently involved in various similar assignments, both under contract and those selected but pending execution. Our portfolio includes projects in stormwater drainage engineering, where we are implementing sustainable solutions for effective water management. Additionally, our transportation and traffic engineering, civil engineering and construction/project management teams are actively engaged in projects with comparable scopes, showcasing our proficiency in delivering successful outcomes.

List of Similar Current Assignments which illustrate GIT's ongoing commitment to projects similar in nature to RFP NO: 24-0513200 and highlight our ability to manage concurrent assignments successfully:

We are confident that our experienced team and streamlined project management processes position us as the ideal prime proposer for this project, ensuring its seamless integration into our current and expected workload: GIT is under contract for Miami-Dade County's Stormwater Master Plan Update for Various Hydrologic Basins, System-Wide Groundwater Elevation Updates, and System-Wide Stormwater Quality Updates. The project will be completed within 12 months after a Notice to Proceed.

5 Tab 5 – Experience and Qualifications

Our Team consists of GIT Consulting LLC (GIT) as the prime contractor, KCI Technologies, Inc (KCI) and Quest Corporation of America LLC (Quest) as subcontractors. The Team strategically assembled a collective of top-tier firms, each distinguished for their expertise in diverse disciplines, ensuring a thorough and successful execution of the project workscope. Our team members boast an extensive track record of successfully navigating complex projects, establishing a resilient leadership core that adeptly guides both long-term strategies and day-to-day operations. This experienced and stable leadership is instrumental in steering the course toward continued success.

This collaborative approach ensures that each facet of the project benefits from the specialized expertise of our esteemed team members, promising a successful and integrated solution for RFP NO: 24-0513200.

5.1 Prime Firm Description and subcontractors

5.1.1 GIT Consulting LLC

GIT was established in 2007 and is based in Miami-Dade County, is a Professional Engineering Company registered in the State of Florida. Specializing in Civil and Environmental Engineering design and consulting services, the firm supports the entire engineering cycle of land development, regional watershed management, hydrology, and GIS mapping services. Recognized as a Small Business Enterprise (SBE) in Miami-Dade County and the South Florida Water Management District (SFWMD), GIT focuses on sustainability throughout its services to achieve low infrastructure costs while maintaining high environmental performance.

GIT has a leadership role in addressing flood extent and duration through advanced numerical modeling tailored for clients such as the South Florida Water Management District (SFWMD), Miami-Dade County, USA Corps of Engineers, and various municipalities. Leveraging cutting-edge techniques, GIT conducts comprehensive analysis to assess the vulnerability of civil infrastructure projects to Sea Level Rise (SLR) and climate change impacts. By collaborating closely with entities like SFWMD, Miami-Dade County, and the USA Corps of Engineers, we have contributed to the development of resilient solutions that enhance the region's capacity to withstand the challenges posed by rising sea levels and evolving climatic conditions. Through our commitment to innovation and collaboration, we empower our clients to make informed decisions and implement adaptive strategies in the face of changing environmental dynamics.

The company's offerings range from feasibility studies to design alternatives, incorporating both traditional and innovative technologies for the built environment. Sustainability is a guiding principle in every step, with goals of reducing infrastructure costs, promoting energy and land conservation, minimizing waste and pollution, and protecting biodiversity. GIT Consulting specializes in civil and environmental engineering, stormwater drainage, water distribution and

collection systems, and groundwater control and dewatering. The optimization methodologies applied ensure minimal surface runoff, maximum recharge, and the lowest infrastructure costs for each design alternative.

GIT's expertise includes watershed and stormwater management covers planning, assessment, design, permitting, and program management. The diverse staff enables flexibility in developing, prioritizing, and implementing capital improvement programs to address client needs. The firm's environmental and water resources engineering services include developing models for catchments, estuaries, tidal marshes, and coastal systems, as well as regional watershed modeling.

The company addresses water quality through the development of management programs, including Total Maximum Daily Load (TMDL) and Best Management Programs (BMP) to reduce environmental impact. GIT also provides customized applications for land use, watershed, and hydrology, utilizing geostatistical analysis and GIS data processing. Automation of data processing through Python scripting and programming, along with the development of GIS-based tools for spatial and temporal analysis of environmental changes, further showcases GIT's commitment to innovative and sustainable engineering solutions.

5.1.2 KCI Technologies, Inc

Founded in 1955, KCI is a 100-percent employee- owned engineering, consulting and construction firm serving clients throughout the United States. Today, our roughly 2,100+ employee-owners operate out of more than 60+ offices in 18 states, as well as the District of Columbia. With revenues of approximately \$467 million in 2023, the Engineering News-Record has consistently placed KCI among the top consulting engineering firms in the country.

KCI's professional staff of engineers, planners, scientists, surveyors, and construction managers offer a broad range of engineering services, including wireless/communications infrastructure, civil, structural, transportation, environmental, hazardous waste, mechanical, electrical, telecommunications, and soils. We also provide cultural and environmental resource management services, land planning and landscape architecture, geology, hydrology, ecology, surveying, and construction management and inspection.

All of KCI's service lines are supported by a team of CADD (Computer-Aided Drafting and Design) designers, GIS (geographic information systems) experts, and database analysts, programmers, and technicians, as well as state- of-the-art computer, field, and lab equipment. KCI's computer network supports the firm's core production systems, including CADD, GIS, three-dimensional visualization/animation tools, document processing and desktop publishing, and project management. The firm's integrated approach to automating design, drafting, documentation, and presentation minimizes costs, facilitates coordination among engineering disciplines, and expedites the production of high- quality products.

At KCI, the team applies knowledge, determination and skill to create a more interconnected, livable world—a society that connects us not only to our clients, but to each other. Reward is found in prosperity, resilience, growth and success for our clients, our communities and our employee-owners. Ownership is key. Our employees are both professionally and personally invested in the success of our projects, our clients and our company.

5.1.3 Quest Corporation of America LLC

Quest will provide support for the public outreach task. Quest maintains a reputation for providing high-quality, professional creative products and strategic communications services to various state departments, federal and municipal agencies, and to some of the largest engineering and construction companies throughout the United States. Owned and operated by partners Sharlene Lairscey and Jessica Francois, Quest is licensed and minority-certified (DBE/MBE/WBE) to serve nationally.

Quest is dedicated to advocating, promoting, and recognizing excellence in government through communications. Whether a municipality needs a public information officer, speechwriter, web master, social media expert, or any other role that advances the message of the corresponding agency or organization, Quest partners with the agency and helps navigating the public affairs network unique to each community and overcome challenges along the way.

5.2 Qualification of the Firms

The qualifications of each firm are provided in this section:

State of Florida

Department of State

I certify from the records of this office that GIT CONSULTING LLC is a limited liability company organized under the laws of the State of Florida, filed on September 28, 2007, effective September 28, 2007.

The document number of this limited liability company is L07000099350.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 7, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2024*




Secretary of State

Tracking Number: 6633309066CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L07000099350

Entity Name: GIT CONSULTING LLC

Current Principal Place of Business:

2665 SOUTH BAYSHORE DRIVE
SUITE 220
COCONUT GROVE, FL 33133

Current Mailing Address:

465 BRICKELL AVENUE, APT 3906
MIAMI, FL 33131 US

FEI Number: 65-1319891

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RUDOLPH, JASON SESQ
10800 BISCAYNE BLVD
BAYSHORE EXECUTIVE PLAZA, SUITE 800
MIAMI, FL 33161 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name TACHIEV, GEORGIO
Address 614 ALEDO AVE
City-State-Zip: CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GEORGIO I TACHIEV

PRESIDENT

01/07/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

9/25/23, 9:50 AM

DBPR - GIT CONSULTING LLC; Doing Business As: GIT CONSULTING LLC, Engineering Business Registry

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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LICENSEE DETAILS

9:50:39 AM 9/25/2023

Licensee Information

Name:	GIT CONSULTING LLC (Primary Name)
	GIT CONSULTING LLC (DBA Name)
Main Address:	2665 BAYSHORE DR SUITE 220 COCONUT GROVE Florida 33133
County:	DADE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35526
Status:	Current
Licensure Date:	10/15/2021
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

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<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=A69DCDAFE30DDF28C1C628F8882C4A60>

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Internal Services Department Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

October 3, 2020

Georgio Tachiev
GIT CONSULTING LLC
2665 S. Bayshore Drive, Suite 220
Coconut Grove, FL 33133

Approval Date: September 30, 2020 - Small Business Enterprise - Goods & Services (SBE-G&S)

Expiration Date: September 30, 2023

Dear Georgio Tachiev,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Goods & Services (SBE-G&S). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, September 30, 2021. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <http://www.miamidade.gov/smallbusiness/certification-lists.asp>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING

NIGP 918: CONSULTING SERVICES

NIGP 91800: CONSULTING SERVICES

NIGP 91843: ENVIRONMENTAL CONSULTING

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Internal Services Department Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

October 3, 2020

Georgio Tachiev
GIT CONSULTING LLC
2665 S. Bayshore Drive, Suite 220
Coconut Grove, FL 33133

Approval Date: September 30, 2020 - Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: September 30, 2023

Dear Georgio Tachiev,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Architectural & Engineering (SBE-A&E). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

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It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 10-01: STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10-05: CONTAMINATION ASSESSMENT AND MONITORING
MDC-TCC 10-09: WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT
MDC-TCC 16: GENERAL CIVIL ENGINEERING
NAICS 541.330: ENGINEERING SERVICES

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

1/7/24, 12:41 PM

Pre-Qualification Certificate - Returning Vendor Self-Service Portal



Miami-Dade County Internal Services Department Architecture/Engineering (A/E) Pre-Qualification Certificate

This certificate is hereby
issued to:

GIT CONSULTING LLC
2665 S. Bayshore Dr, Coconut Grove, FL 33133

Approval Date: 10/18/2023

Expiration Date: 09/30/2024

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certification of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: <http://www.miamidade.gov/internalservices/prequalification-certification.asp>
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County

https://www.miamidade.gov/Apps/ISD/Vendor/TechnicalCertification/PQC_PrintCertificate

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 16, 2023

REGISTERED VENDOR NO.: 118487

Georgio Tachiev, President
GIT Consulting, LLC
2665 S. Bayshore Dr., Suite 220
Coconut Grove, FL 33133

CERTIFICATION EFFECTIVE DATE:
June 16, 2023

CERTIFICATION EXPIRATION DATE:
June 16, 2026

Dear Mr. Tachiev:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering and Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "JDollar", is written over a light blue horizontal line.

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

4/18/24, 11:37 AM

B2Gnow

Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME **GIT CONSULTING LLC**

OWNER **Mr. Georgio Tachiev**

ADDRESS **3150 S.W. 38th Ave, Suite 1303**
Miami, FL 33146 [\[map\]](#)

PHONE **305-632-9386**

FAX **305-200-0168**

EMAIL GEORGIO@GITCONSULTING.NET

Certification Information

CERTIFYING AGENCY **Miami-Dade County**

CERTIFICATION TYPE **SBE-A&E - Small Business Enterprise - Architectural & Engineering**

CERTIFIED BUSINESS DESCRIPTION **ENGINEERING SERVICES**

Commodity Codes

Code	Description
MDC-TCC 06-01	WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 10-01	STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10-05	CONTAMINATION ASSESSMENT AND MONITORING
MDC-TCC 10-09	WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT
MDC-TCC 16	GENERAL CIVIL ENGINEERING
NAICS 541330	Engineering services

Additional Information

TIER **A&E - Tier 1: 3 Yr. AGR \$0 up to \$500,000.00**

<https://mdcsbd.gob2g.com>

1/1

4/18/24, 11:37 AM

B2Gnow

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME	GIT CONSULTING LLC
OWNER	Mr. Georgio Tachiev
ADDRESS	3150 S.W. 38th Ave, Suite 1303 Miami, FL 33146 [map]
PHONE	305-632-9386
FAX	305-200-0168
EMAIL	GEORGIO@GITCONSULTING.NET

Certification Information

CERTIFYING AGENCY	Miami-Dade County
CERTIFICATION TYPE	SBE-G&S - Small Business Enterprise - Goods & Services
CERTIFIED BUSINESS DESCRIPTION	ENGINEERING SERVICES

Commodity Codes

Code	Description
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 918	Consulting Services
NIGP 91800	CONSULTING SERVICES
NIGP 91843	Environmental Consulting

Additional Information

TIER	Goods & Services - Tier 1: 3 Yr. AGR \$0 up to \$750,000.00
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<https://mdcsbd.gob2g.com>

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

1/7/24, 12:41 PM

Technical Certificate - Returning Vendor Self-Service Portal

 Miami-Dade County Internal Services Department Statement of Technical Certification Categories			
Firm: GIT CONSULTING LLC 2665 S. Bayshore Dr, Suite 220, Coconut Grove, FL 33133			
Code	Category Description	Approval Date	Expiration Date
6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	09/21/2022	09/30/2024
10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	09/21/2022	09/30/2024
10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING	09/21/2022	09/30/2024
10.09	ENVIRONMENTAL ENGINEERING - WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT	09/21/2022	09/30/2024
16.00	GENERAL CIVIL ENGINEERING	09/21/2022	09/30/2024
Approved By Technical Certification Committee Miami-Dade County			

https://www.miamidade.gov/Apps/ISD/Vendor/TechnicalCertification/TC_PrintCertificate

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State of Florida

Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

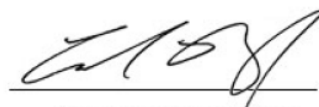
The document number of this corporation is P23975.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 29, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2024*




Secretary of State

Tracking Number: 3136789272CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 1, 2023

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

SUBJECT: Professional Surveyor and Mapper License # LS6769

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS6769

Professional Surveyor and Mapper
BENJAMIN B HOYLE

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6769**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Department of Business
& Professional Regulation

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ONLINE SERVICES

[Apply for a License](#)[Verify a Licensee](#)[View Food & Lodging Inspections](#)[File a Complaint](#)[Continuing Education Course Search](#)[View Application Status](#)[Find Exam Information](#)[Unlicensed Activity Search](#)[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

10:09:32 AM 3/27/2024

Licensee Information

Name:	KCI TECHNOLOGIES, INC. (Primary Name)
Main Address:	936 RIDGEBROOK ROAD SPARKS Maryland 21152
County:	OUT OF STATE
License Location:	4041 CRESCENT PARK DRIVE RIVERVIEW FL 33578
County:	HILLSBOROUGH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4898
Status:	Current
Licensure Date:	01/11/1988
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)[View License Complaint](#)

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

April 11, 2023

KCI TECHNOLOGIES INC
936 RIDGEBROOK RD
SPARKS, MD 21152-9390

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6901

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6901**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

KCI TECHNOLOGIES INC
936 RIDGEBROOK RD
SPARKS, MD 21152-9390

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

5.3 Project Staff Resumes

GIT Consulting LLC, 3150 SW 38th Ave, Suite 1303, Miami FL 33146
phone 305-632-9386, fax 305-200-0168, email georgio@gitconsulting.net

Georgio Tachiev, PhD, PE

Principal GIT Consulting, LLC



Summary

Georgio has 30 years of experience in Civil and Environmental Engineering, Water Resources, Stormwater Management, Hydrology, Water Quality, Stormwater management including: Development of complex numerical models for analysis of environmental and water resources management solutions, remediation strategies and risk management, Spatial analysis using GIS technologies, statistical processing software (SAS, MATLAB), Civil and Environmental Engineering, management and operation of environmental and water resources, groundwater modelling, water distribution and collection systems, development and implementation of GIS technologies, and water quality modeling analysis and modeling..

Education

PHD	1998	Vanderbilt University	Water Resources and Environmental Engineering
MSC	1997	Vanderbilt University	Chemical Engineering
BSC	1988	VIAS Sofia/Bulgaria	Civil Engineering

Licenses/Certification

Professional Engineer	State of Florida
Project Management Certificate	Florida International University
Princeton Remediation Course	Princeton Groundwater Inc

Selected Projects

Year/Firm/Position	Duties and Responsibilities
Flood Protection Level of Service of South Miami-Dade County. Client SFWMD/Kimley Horn Associates, 2020-2022	Lead Model Developer
Flood Protection Level of Service of C-111 watersheds in South Miami-Dade County. Client SFWMD/SFEC, 2021-2023	Lead Model Developer
(2017-2020): Update of Stormwater Master Plans for Miami Dade County. Client Miami-Dade County	Principal Engineer and Lead Model Developer
2020-2023 Miami-Dade County System-Wide Stormwater Quality Updates	Principal Engineer
(2018): Groundwater Modeling of Plants with Coal Combustion Residuals (CCR): Tennessee Valley Authority	Hydrologic Modeler
(2017-2019): Climate Change Adaptation Planning Assessment and Implementation for the US Virgin Islands. Client: University of West Indies	Lead Hydrologic and Hydrodynamic Model Developer
(2015) Implementation of Stormwater Master Plan (SWMP). Clients: Village of Key Biscayne (VKB), EAC Consulting Inc	Hydrologic Modeler
(2014-2015) Groundwater Modeling for L-8 FEB, Clients: SFWMD/Gannett Fleming	Lead Model Developer

Georgio Tachiev PE PHD



Principal GIT Consulting, LLC

MD SHAHINUR RAHMAN, PE, PMP

GIT CONSULTING LLC

Civil/ Transportation Engineer

EDUCATION

- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Florida PE No. 80669
- California PE No. 75093

SOFTWARE SKILLS

- AutoCAD, MicroStation
- HEC-1, HEC-2, HEC-HMS
- HEC-RAS, WATPRO, SWMM
- TR-20, TR-55
- ArcMap, Arc Info
- STORMCAD, Water CAD, EPANet

PROFESSIONAL TRAINING

- FDOT Specification
- Project Management Institute (PMI)
- ICPR Software Training
- Professional Liability Training
- Advanced MOT Certification

KEY EXPERIENCE

- Site Development
- Stormwater Management System Design
- Roadway and Signal Design

SUMMARY OF EXPERIENCE

Mr. Rahman has over twenty (20) years of Project engineering experience. Effectively able to communicate complicated concepts in an understandable manner, matching the message to the audience. Experienced in supervision, training, motivation and evaluation of personnel. Skilled in finding problems and performing necessary change through project management or other methods. Maximize resources to achieve customer satisfaction and increased productivity, meet deadlines and goals. Implement and coordinate both strategic and tactical plans to enhance performance. Adept and experienced in problem solving and providing solutions. Excellent qualifications in leadership and interpersonal communications. Persuasive, with ability to communicate effectively with culturally diverse audience. Public speaking and executive management briefing experience. Computer skills include AutoCAD/LDD, MicroStation, ICPR, ASAD, HE-RAS, XP-SWMM, CORSIM, VISSIM, TRANSYT 7, Synchro, HCS, CUBE, GEOPAK, and Primavera P6.

SAMPLE PROJECTS

MIAMI-DADE STORMWATER MASTER PLAN UPDATE, MIAMI-DADE, FL: Mr. MD worked on updating the Miami-Dade County Stormwater Master Plan Model created by XP-SWMM. The tasks involved updating drainage basin C-1, C-2, C-7 and C-100. Task included all culverts, canal cross sections, land use, updating ground water information. Validated the model through calibration with SFWMD DBHYDO data. Update the boundary conditions by considering future water elevation rise in the ocean. Produced flood map for different storm events for different future years. Produced mitigation plan to reduce flood effect in the future year.

FLAMINGO PARK, CITY OF SUNRISE, FL: SSN Engineering had provided Civil Engineering Design services for the 22 acres of Flamingo Park located at the City of Sunrise, Florida. The project scope included modified parking layout, add additional parking, regrading existing entire parking lot (150 spots) to make ADA compatible, Add ADA access route to all facilities, Modified existing parking lot access route by AUTOTURN analysis, new pavement design for loading trucks, construction of new community center, covered basketball courts, soccer field restoration, and new splash pad with all amenities, site utilities and drainage improvements throughout the park. SSN has worked as EOR for all Civil engineering and had worked closely with the design architect and landscape architect to layout the site elements around the park. The services included design, applicable permits, and construction per local, County, State and other applicable standards, rules and laws. Prepared contract drawings performed a detailed quantity takeoff, prepared General and Technical Specifications, prepared final opinion of probable cost, responded to RFIs, conducted site visit, and resolved field issues.

CIVIC CENTER IMPROVEMENT, CITY OF SUNRISE, FL: SSN Engineering had provided Civil Engineering Design services for the Parking lot, Civic Center, Athletic Club & Gymnasium Addition, located at the City of Sunrise, Florida. The scope included construction of new parking lot, add additional classification parking spots (ADA, baby stroller and Hybrid/Electrical Car parking), Add Electrical car charging stations, community center, Fire truck access route redesign, adjust parking count based on uses of the facility's, covered basketball courts, soccer field restoration. The services included design, applicable permits and construction per local, County, State and other applicable standards, rules and laws.

MD SHAHINUR RAHMAN, PE, PMP

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Samuel Palermo II, P.E. FL 70130

GIT Consulting, LLC



BS Environmental Resources Engineering
2003; SUNY ESF, Syracuse, NY AS
Engineering Science, 2001; FLCC,
Canandaigua, NY
Professional Engineer – FL; 70130
Certified Contractor Quality Management for USACE;
American Society of Civil Engineers; American Water Resources Association Board Member;

Mr. Palermo has over 21 years of experience in water resources engineering directly related to the Comprehensive Everglades Restoration Plan. His experience is comprised of many critical infrastructure projects in support of the South Florida Water Management District and U.S. Army Corps of Engineers (USACE). He is proficient in a wide range of functions including resident engineer, project management, design management, construction management, construction cost estimating and program planning. His specialty and area of expertise is of projects involving large-scale dams, reservoirs, pump stations, federal levees, spillways, gated structures, culverts, hydraulic and mechanical dredging, coastal structures and conveyance systems throughout south Florida. He has detailed knowledge of the SFWMD infrastructure, standard design specifications, design criteria memorandums, technical review procedures, project formulation and construction quality assurance and quality control procedures. He is also an active Board Member of the American Water Resources Association, Florida Section.

2021-2023 USACE S-355W Spillway Design, SAI and USACE

Design Task Manager and Project Manager; Provided Project Management required to furnish all necessary services, surveys, field investigations, geotechnical, environmental, utility, real estate, construction cost estimates, CFD modeling, studies, and coordination with SFWMD and FDOT, as required to create detailed engineering and design products, development of optimized project features, preparation of a design documentation report(DDR), construction contract plans, and contract technical specifications.

2020-2023 SFWMD – Dispersed Water Management El Maximo Ranch Designer Engineer of Record; providing Engineering support for the design report, plans and specifications and engineering during construction for a Dispersed Water Management System (DWS) on EL Maximo Ranch in Osceola County, FL.

2022-2023 USACE – Rio Puerto Nuevo RPN Contract 4B and Contract 5; San Juan, Puerto Rico Design Engineer providing Engineering support for the Independent Peer Review of the MOT and Civil Design for the Intermediate, Final and Prefinal design report, plans and specifications for the RPN Project. The Channal Walls, Bridges and infrastructure to be impacted consists of utilities, siphon crossing, water mains, Electrical and Telecommunication connections to facilitate the widening of the RPN Channel utilizing drilled shaft walls.

2021-2023 Development of Dewatering Plans for C-23 & 24 A2 STA, Kiewit and USACE Dewatering Engineer: Developed dewatering plans for 18 structures (including spillways, pump stations and culverts).

2021-2022 Development of Dewatering Plans for C-139 Annex, Client: Ranger Construction and SFWMD Dewatering Engineer: Developed dewatering plans for 3 structures (including spillways, pump stations and culverts).

2020-2023 Development of Dewatering Plans for A2 STA in West Palm Beach, Client: Phillip and Jordan and SFWMD Dewatering Engineer: Developed dewatering plans for 22 structures (including spillways, pump stations and culverts).

2018-2020 USACE – Rio Puerto Nuevo RPN Contract 2B and Contract 2DE; San Juan, Puerto Rico Design Engineer providing Engineering support for the scoping, assignment, preliminary design report, plans and specifications for the RPN 2B Roosevelt Bridge and 2DE Walls.

2018-2020 C-139 FEB & Pump Station Design South Florida Water Management District, Hendry County, Florida Project Engineer

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

GIT Consulting LLC, 3150 SW 38TH Ave Suite 1303, Miami, FL 33146
786-602-0610 | mht@gitconsulting.net

MALINA HARLANOVA-

PROJECT ENGINEER

SUMMARY

Dedicated professional committed to team and project success, responsible and experienced in all phases of management and contract execution of construction projects. Design of civil engineering projects using Revit, CIVIL 3D, ARC MAP, ARC PRO, QGIS.

KEY COMPETENCIES AND SKILLS

- | | |
|-----------------------------------|---------------------------------------|
| ▪ Budget Management | ▪ Cost estimating |
| ▪ Project Management | ▪ Technical Calculations |
| ▪ Team Leadership | ▪ Site inspection and reviews |
| ▪ Schedule Management | ▪ Civil Engineering Design |
| ▪ Construction Management | ▪ Development of engineering drawings |
| ▪ Report preparation | ▪ Decision-making skills |
| ▪ Contract review and preparation | ▪ Excellent communication skills |

EDUCATION

2022 MBA	CITI BUSINESS SCHOOL, MOSCOW, RUSSIA (ON-LINE)
2010 BA INTERNATIONAL RELATIONS	INTERNATIONAL ACADEMY OF BUSINESS AND MANAGEMENT, MOSCOW, RUSSIA
2009 BS CIVIL ENGINEERING	MOSCOW STATE CIVIL ENGINEERING UNIVERSITY, MOSCOW, RUSSIA
2014 CAD PROFESSIONAL CERTIFICATE	MOSCOW STATE CIVIL ENGINEERING UNIVERSITY, MOSCOW, RUSSIA

EMPLOYMENT

2017-PRESENT - PROJECT ENGINEER	GIT CONSULTING LLC
Provide Environmental Auditing, Construction Management and Environmental Monitoring support for projects within South Florida. Ensure compliance with contract documentations, safety regulations, and permitting. Review construction documents.	
2009-2014 CONSTRUCTION ADMINISTRATOR	MONOLITH SMP
Provide construction administration for residential construction projects in Moscow and St. Petersburg. Develop civil engineering drawings for site development, sewer, water supply and drainage. Compile invoices, analyze financial performance of projects, develop schedules, monitor execution of existing contracts, develop team assignments, prepare progress reports.	

SELECTED PROJECTS

- 2017-2020 – Refurbishment of Structures S72 and S75, SFWMD** – Development of design documentation, and construction drawings. P
- 2014-2016 - Environmental Monitoring for Culverts Repairs for STA1W for the US Army Corps of Engineers**, – Provided environmental monitoring services for a construction project which consisted of 4-year construction activities on a 6,000-acre site in West Palm Beach, Florida. A
- 2015 - Integrated Civil Engineering and Environmental Services, Valle El Angel Urban Planning Project in San Salvador, El Salvador** Supported development of civil and environmental feasibility plans for 1000 acres project in the city of San Salvador, El Salvador
- 2015 - Water Level and Water Quality Data Collection for L8FEB Groundwater Modeling for SFWMD** –

MALINA HARLANOVA

1

PROJECT ENGINEER



Robert Zuccaro, PE, ENV SP

Senior Engineer

EXPERIENCE

43 years

EDUCATION

BS / Civil Engineering /
Clarkson University

REGISTRATIONS/ CERTIFICATIONS

- PE / FL / 17931 / 1998
- Aegion Cured-in-Place Solutions Certificate
- Envision Sustainability Professional (ENV SP)
- FDEP/FSESCI Stormwater Erosion & Sed Ctrl Insp
- OSHA HAZWOPER 40-Hour Course
- OSHA HAZWOPER 8-Hour Refresher Course
- Project Manager Certification

Mr. Zuccaro has over four decades of experience on a wide range of successful engineering projects by providing planning, design, permitting, construction phase services, and final certifications. His experience is in land development, transportation, and environmental projects. Mr. Zuccaro has been a project manager for a wide range of governmental and private sector clients. He has supervised the design, planning, platting, surveying, permitting, specifications, contract administration, construction observation, record drawings, final certifications for medical facilities, airports, roadways, water and sewer systems, lift and pump stations, sewage treatment plants, and marinas.

PROJECT EXPERIENCE

Coconut Creek Commerce Center, including STOF - Pipe Upgrading from Lake 7 to the SE Control Structure - Coconut Creek, FL. [Project Manager.](#)

This was a design of pipe upgrading to increase the pipe sizing from Lake 7 to the control structure at the SE corner of the site at Sample and Banks Road intersection and the ultimate removal of the control structure to reduce flooding of the north portion of the site. The current direction to the south was to be an interim measure and has existed for over 20 years. Therefore, these improvements were deemed necessary by the STOF. Mr. Zuccaro was the project manager for the design of pipe upgrading to increase the pipe sizing from Lake 7 to the control structure at the southeast corner of the site at Sample and Banks Road intersection and the ultimate removal of the control structure to reduce flooding of the north portion of the site. The current direction to the south was to be an interim measure and has existed for over 20 years. Therefore, these improvements were deemed necessary by the STOF.

Gold Coast Plat Property Owners Association, Inc Gold Coast Plat Master Drainage Design / 63-Acre Master Drainage Improvements - Pompano Beach, FL. [Project Manager.](#)

KCI provided stormwater modeling of seven different properties that compose the 63-acre Gold Coast Plat to submit to Broward County-EPGMD and SFWMD. The KCI team addressed the maximum allowable discharge from the storage lake into the county canal. Flooding of North Andrews Avenue and stage storage levels of

parking lots, as well as perimeter berms and finished floor elevations for all seven properties within the Gold Coast Plat Master Drainage System, were also addressed. ICPR Version 4 was used to model the system and submit it for SWM License Modification. Mr. Zuccaro was the project manager for the proposed project.

Design Center of the Americas, Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage - Dania Beach, FL. [Project Manager.](#)

KCI performed civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings, and signage. Drainage required the backbone drainage system SWM license modification with Broward County - EPGMD / SFWMD. Mr. Zuccaro was the project manager for the civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings and signage. Redesigned the main entry alignment and area obtained from FDOT land swap converted to additional at-grade parking. Drainage required the backbone drainage system obtain a SWM License modification with Broward County - EPGMD/SFWMD.



Jonathan Geiger, EIT, ENV SP Project Engineer

EXPERIENCE

9 years

EDUCATION

BS / Civil Engineering /
University of Central Florida

REGISTRATIONS/ CERTIFICATIONS

- EIT / FL / 1100018738
- Envision Sustainability Professional (ENV SP)

Mr. Geiger worked in Virginia for two years as a civil project engineer for firms that provided ground improvement services and utility design before moving back to Florida and joining the KCI team in 2017. He has worked as an engineer-in-training on both private and government projects in Broward County that have involved civil site and utilities design, permitting at both the state and local levels, and construction phase services. Mr. Geiger is experienced with AutoCAD and has experience working in the field of construction, furthering his understanding of the engineer-contractor relationship.

PROJECT EXPERIENCE

City of Parkland, Terramar Park - Parkland, FL. [Project Engineer.](#)

KCI provided improvements associated with the current multi-use fields. The scope of work included re-configuring the existing fields, demolishing an existing baseball field (including dugouts and fencing), regrading sidewalks and walkways that were ADA compliant, upgrading field lighting to current standards, reconfiguring the irrigation system, adding new fencing, regrading, placing new sod, and providing drainage improvements to retrofit the new field layouts.

Stormwater permitting was required, and submittals through Pine Tree WCD and SFWMD required modifications to existing permits. Working closely with the City's Parks and Recreation department, Mr. Geiger assisted in the preliminary geometric layouts of the proposed fields, prepared the final site plans, demolition plans, and paving, grading, and drainage plans, assisted with the on-site drainage analysis, permitting, cost estimation and scheduling, and coordinated with subconsultants to provide the sight lighting and amenities. He also coordinated and ran bi-weekly construction meetings and assisted in the project close out and final certifications.

Design Center of the Americas, Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage - Dania Beach, FL. [Project Engineer.](#)

KCI performed civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings, and signage. KCI also redesigned the main entry alignment and the area obtained by FDOT land swap converted to additional at-grade parking. Drainage required the backbone drainage system SWM license modification with Broward County - EPGMD / SFWMD.

City of Boca Raton, Hillsboro El Rio Park, Phase II - Boca Raton, FL. [Project Engineer.](#)

KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The Park features include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Due to the site's historical and past uses as a landfill, redevelopment required stormwater permitting through FDEP. ICPR Version 4 was used to model the Master Drainage System. Stormwater permitting submittals through FDEP were required, as was coordination with ACOE for wetland determination. Mr. Geiger prepared the conceptual and final design plans for paving, grading, drainage, water and sewer services, pavement marking and signage, stormwater pollution prevention, and fire access. Mr. Geiger was also involved with permitting efforts at both the local and state level, assisted with the on-site drainage modeling, and investigatory efforts to mitigate runoff contamination from the C&D and MSW contaminated soils. During the construction phase, Mr. Geiger performed periodic site visits and inspections for project permit compliance and certification for close-out on behalf of the Engineer of Record.



Byron Reynolds Engineering Designer

EXPERIENCE

10 years

EDUCATION

BS / Civil Engineering /
Florida A&M University

Mr. Reynolds has led diverse teams in various design and construction projects, effectively collaborating with colleagues, consultants, and key stakeholders to accomplish all project goals in an accurate, cost-effective, and timely manner. Before joining KCI, Mr. Reynolds spent over six years in the private sector working on commercial development projects, gaining experience with the building and planning of buildings, roads, and underground systems while concurrently preparing construction and environmental compliance documents; developing grading plans, cost estimates, and bid specifications; and providing construction oversight, environmental sampling, and site reconnaissance. Mr. Reynolds has the innate capacity to interpret and translate conceptual designs into detailed

engineering documentation, including drawings and calculations, through the application of standard processes and codes of practice.

PROJECT EXPERIENCE

Butters SA, LLC, Butters Stormwater Master Drainage - Pompano Beach, FL. [Project Designer.](#)

KCI will modify the current ICPR4 model for the entire 69.3-acre Gold Coast Plat, inputting the new site characteristics for the Wave Garden parcel as indicated on the new Conceptual Site Plan 28 prepared by HIM Architecture, provided to KCI by the Client. The model will assume that the O'Connor parcel will be excavated to the full 80-acre lake surface area and 1.6-acres of lake bank per the 1989 master permit. Subsequent to re-running the model, KCI will analyze the data and compare impacts on all properties within the Gold Coast Plat (including Broward County's N. Andrews right-of-way and portion of NE 15 Street). The analysis will include assessing impacts on drainage structures, pavement elevations, flow rates through the water control structure, finished floors, and perimeter berms for 10-year, 25-year, and 100-year rainfall events for compliance with the current master permit.

Gold Coast Plat Property Owners Association, Inc., Gold Coast Plat Master Drainage Design / 63-Acre Master Drainage Improvements - Pompano Beach, FL. [Project Engineer.](#)

KCI provided stormwater modeling of seven different properties that compose the 63-acre Gold Coast Plat to submit to Broward County-EPGMD and SFWMD. The KCI team addressed maximum allowable discharge from the storage lake into the county canal. Flooding of North Andrews Avenue and stage storage levels of parking lots, as well as perimeter berms and finished floor elevations for all seven properties within the Gold Coast Plat Master Drainage System were also addressed. ICPR Version 4 was used to model the system and submit for a SWM License Modification.

City of Fort Myers, Edgewood Neighborhood Drainage - Fort Myers, FL. [Project Designer.](#)

KCI Technologies, Inc. was tasked by the City of Ft. Myers to provide 3D LiDAR, surveying, and mapping, along with Subsurface Utility Engineering (SUE), on an approximately 500-acre site for the use of modeling the existing stormwater conditions and drainage system. This included over 14 miles of roadways and canals. Services included setting horizontal and vertical control throughout the project, establishing 14 miles of right-of-way limits, as-builts of over 500 drainage utility structures, and mapping all features within 10 feet of the right-of-way.



Benjamin Hoyle, PSM

Survey Manager

EXPERIENCE

24 years

EDUCATION

BS / Engineering
Technology / University of
Central Florida

REGISTRATIONS/ CERTIFICATIONS

- PSM / FL / LS6769 / 2009
- CSXT Roadway Worker Protection Contractor Safety
- Fall Protection in Construction
- First Aid Trained
- Monitoring of Traffic Safety
- OSHA 30-Hour Training

Mr. Hoyle is a project surveyor with over two decades of experience throughout the state of Florida. His experience includes transmission line route surveys, preparation of easements via sketch and legal description, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Hoyle has experience in today's newest state-of-the-art software and equipment including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software.

PROJECT EXPERIENCE

City of Fort Myers, Edgewood Neighborhood Drainage - Fort Myers, FL. [Project Surveyor.](#)

KCI Technologies, Inc. was tasked by the City of Ft. Myers to provide 3D LiDAR, surveying, and mapping, along with Subsurface Utility Engineering (SUE), on an approximately 500-acre site for the use of modeling the existing stormwater conditions and drainage system. This included over 14 miles of roadways and canals. Services included setting horizontal and vertical control throughout the project, establishing 14 miles of right-of-way limits, as-builts of over 500 drainage utility structures, and mapping all features within 10 feet of the right-of-way.

Design Center of the Americas, Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage - Dania Beach, FL. [Project Manager.](#)

KCI performed civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings, and signage. KCI also redesigned the main entry alignment, and the area obtained by the FDOT land swap was converted to additional at-grade parking. Drainage required the backbone drainage system SWM license modification with Broward County -

EPGMD / SFWMD. As survey project manager, Mr. Hoyle led the survey team on an ALTA/NSPS land title survey of the subject property. Services included the location of above-ground permanent improvements such as buildings, asphalt, concrete, fences, surface features of utilities, and review of title search reports, as well as the preparation of a FEMA Flood Elevation Certificate.

Village of Key Biscayne, Master Island Survey - Key Biscayne, FL. [Project Manager.](#)

KCI provided surveying and mapping services for this project that involves mapping all publicly-owned ROW. KCI set survey control on 24 miles of roadway and mapped it with mobile, aerial, and terrestrial LiDAR 3D laser scanners. KCI also established the finished floor elevation of every building in the Village, more than 1,600 structures.

Village of Key Biscayne, Professional Survey Services for Stormwater Utility and Right-of-Way Improvements - Miami-Dade County, FL. [Project Manager.](#)

KCI has been tasked by the Village of Key Biscayne Public Works Department to map all the public right of way and up to the face of all building with road frontage. KCI is applying resource of our mobile and terrestrial 3D LiDAR scanner, and supplementing data with aerial LiDAR provided by our subconsultant, Settimo Consulting Services, Inc. (SCS). KCI is to set survey control on 24 miles of roadway and map it all with the mobile, aerial, and terrestrial LiDAR 3D laser scanners. KCI is to establish the right-of-way along the roadways.



Newton Mendonca, PSM Project Surveyor

EXPERIENCE

25 years

EDUCATION

BS / Surveying /
Pirassununga University of
Surveying Engineering

REGISTRATIONS/ CERTIFICATIONS

■ PSM / FL / LS7490 /
2023

Mr. Mendonca is a licensed project surveyor with five years of experience throughout Florida and over 20 years of experience in Brazil. His experience includes roadway design surveys, right-of-way control mapping, boundary and topographic surveys, tunnel surveys, construction layout and geodetic control surveys, ALTA/NSPS surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Mendonca is skilled in today's newest state-of-the-art software and equipment, including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software.

PROJECT EXPERIENCE

Town of Surfside, Surfside Underground Utilities Phase II - Surfside, FL. [Project Surveyor.](#)

The Town of Surfside requested KCI to prepare a topographic survey and determine the right-of-way of an alleyway that is situated between Collins Avenue and Harding Avenue, located between 94th Street and 96th Street, to determine town right-of-way location and prepare a maintenance right-of-way map to be

recorded with Miami-Dade County. The topographic features are being used by engineers and others for design purposes and re-location of above ground utilities to be moved underground. All survey work was performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Charlotte County, Rotonda MSBU Bridge 014113 - Port Charlotte, FL. [Project Surveyor.](#)

The KCI team worked on designing services for the Rotonda MSBU bridge. Mr. Mendonca serves as the project surveyor supervising the use of 3D LiDAR scanning, horizontal and vertical control, topographic mapping, and the modeling and drafting of plan and profile bridge structural components to be used by the engineers for their analysis and design.

Florida Department of Transportation District Four, SR 817/University Drive from Southgate Boulevard to Ramblewood Drive - Broward County, FL. [Project Surveyor.](#)

KCI provided LiDAR scanning on this 1.5-mile resurfacing and widening project, along with mapping approximately 1,000 feet underwater through a large drainage canal. Services included as-builts of all drainage structures and cross sections, the establishment of horizontal and vertical control (primary and secondary) with corresponding project control sheets, and mapping the alignment and right-of-way using existing records.

Florida Department of Transportation District Four, SR 870/Commercial Boulevard from University Drive to Powerline Road - Fort Lauderdale, FL. [Project Surveyor.](#)

This ITS project included the establishment of horizontal and vertical control, with corresponding project control sheets. A topographic survey of the areas between the edge of the pavement to the right-of-way was obtained throughout this 6.5-mile route. Alignment and right-of-way were established from existing records throughout the entire length of the project.



Newton Mendonca, PSM

Project Surveyor

EXPERIENCE

25 years

EDUCATION

BS / Surveying /
Pirassununga University of
Surveying Engineering

REGISTRATIONS/ CERTIFICATIONS

■ PSM / FL / LS7490 /
2023

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PROJECT EXPERIENCE

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Terry Cure

Senior Community Outreach Specialist



Experience – 20 Years

Terry Cure is the executive vice president of Quest's south and southeast Florida operations. Ms. Cure has more than 20 years of experience as a successful business development, public outreach, public involvement, and community relations professional. Most recently, Ms. Cure served as one of Quest's leading business unit leaders and, prior, as a community relations specialist. She has relevant experience of delivering bilingual interpretation, translation, and communication services. She can interpret and translate both oral and written communication and speaks Spanish fluently. She has served as the public information specialist on infrastructure projects for clients including the Florida Department of Transportation (FDOT) and Miami-Dade Expressway Authority (MDX).

RELEVANT PROJECT EXPERIENCE

Florida Department of Transportation (FDOT) District Six, Palmetto Express Lanes

Miami-Dade County, FL (2021 - Present)

Ms. Cure serves as the project manager for public information activities for the FDOT District Six Palmetto Express Capacity Project. She provides QC for daily project updates and communication/coordination with affected stakeholders including elected officials. She oversaw the development of a communications and advertising plan and related collateral for an express lane addition.

Miami-Dade County Department of Transportation and Public Works, TransitWay

Miami-Dade County, FL (2021- Present)

Ms. Cure supports prime contractor HNTB with public involvement activities, collateral, and documentation to verify they meet state and county requirements.

Miami-Dade County Freight Village Analysis Study Countywide

Miami-Dade County, FL (2021 – Present)

Ms. Cure currently supports the prime contractor, HNTB with the Miami-Dade County Freight Village Study. This involves overseeing public involvement activities including the development and maintenance of collateral and project webpage, and stakeholder coordination and engagement.

PREVIOUS PROJECT EXPERIENCE

Miami-Dade Expressway Authority (MDX) / US 1 Express Lanes PD&E Project

Miami-Dade County, FL (2011 - 2014)

This Project Development and Environment study included improvements to the Busway and other associated roadways from SR 9336/SW 344th Street/Palm Drive to just north of SR 878/Snapper Creek at SW 80th Street. The goals of this project were to enhance transit service and improve traffic operations along the South Dade Busway, maximize usage of existing roadway capacity and existing right-of-way, mitigate congestion along US 1 corridor and traversing streets, and provide possible funding for future transit improvements. This was a 19.8-mile-long project that passes through Homestead and Florida City. Ms. Cure assisted with public outreach for this study.

Miami-Dade Expressway Authority (MDX) / Florida Department of Transportation (FDOT) District Six, Central Boulevard Widening Realignment and Service Loop Project – Construction

Miami-Dade County, FL (2009 – 2014)

Ms. Cure served as the lead public information specialist coordinating all aspects of public information with MDX, FDOT and Miami International Airport (MIA). In addition to overseeing the public information campaigns, she kept elected officials and the public updated with the project's progress.

Florida Department of Transportation (FDOT) District Six, Urban Interchange Mobility Planning Study

Miami-Dade County, FL (2017 – 2020)

Ms. Cure worked on the public involvement plan (PIP), wrote the FDOT notification letter for project advisory group (PAG) meetings to elected officials, property owners and special interest groups. She selected and confirmed PAG Meetings and prepared meeting minutes. She attended all project meetings and developed fact sheets and other public information material.

EDUCATION

- Bachelor of Science, Communications, University of Miami

Maria Camacho

Senior Community Outreach Specialist



Experience – 20 Years

Maria Camacho is a communications professional with more than two decades of experience as a writer, reporter, public relations, and marketing representative in outlets including newspaper, magazine and online including the Miami Herald and Hispanic Magazine. She is adept at developing integrated communications campaigns to promote issues, strengthen brands and grow community support. She deftly managed the simultaneous implementation and development of five safety campaigns as project manager for the Florida Department of Transportation (FDOT) District Six. Ms. Camacho also led communication initiatives as communications manager and interim vice president of marketing at Miami-Dade's official economic development organization, the Beacon Council, and she created and initiated marketing campaigns that promoted alternative modes of transportation as senior marketing manager at South Florida Commuter Services, a project of the Florida Department of Transportation.

RELEVANT PROJECT EXPERIENCE

Miami-Dade County Transportation Planning Organization (TPO), Long Range Transportation Plan

Miami-Dade County, FL (2022 – Present)

Ms. Camacho currently supports WSP with Miami-Dade County's Long Range Transportation Plan. This involves developing materials that support the plan, including a tunnel map and brochures.

Miami-Dade County Department of Transportation and Public Works, TransitWay

Miami-Dade County, FL (2021- Present)

Ms. Camacho currently supports prime contractor HNTB with public involvement overseeing activities, collateral, and documentation to verify they meet state and county requirements.

Miami-Dade County Freight Village Analysis Study Countywide

Miami-Dade County, FL (2013 – Present)

Ms. Camacho currently supports prime contractor HNTB with the Miami-Dade County Freight Village Study. This involves public involvement activities including the development and maintenance of collateral and project webpage, and stakeholder coordination and engagement.

Florida Department of Transportation (FDOT) District Six, State Road 90 SW 8 Street/7 Street PD&E

Miami-Dade County, FL (2021 – 2022)

Ms. Camacho supported the Project Development and Environment (PD&E) team with public involvement activities on this study of State Road (S.R.) 90 from S.R. 9 to Brickell Avenue. She supported planning activities for the public meeting and public hearing by updating meeting notifications and reviewing presentations. She also staffed the meeting and hearing, setting up, tearing down and greeting meeting attendees.

Florida's Turnpike Enterprise (FTE), State Road 91 Widening PD&E

Palm Beach, Martin and St. Lucie Counties, FL (2020 – 2021)

Ms. Camacho supported public involvement activities for this Project Development and Environment (PD&E) study of Florida's Turnpike from Jupiter (State Road (S.R.) 706) to Ft. Pierce (S.R. 70). The study examined the widening of Florida's Turnpike within the project limits by adding general toll lanes. Ms. Camacho is assisted with the planning activities for the hybrid public meeting.

City of Miami Beach, Capital Improvement Projects (CIP)

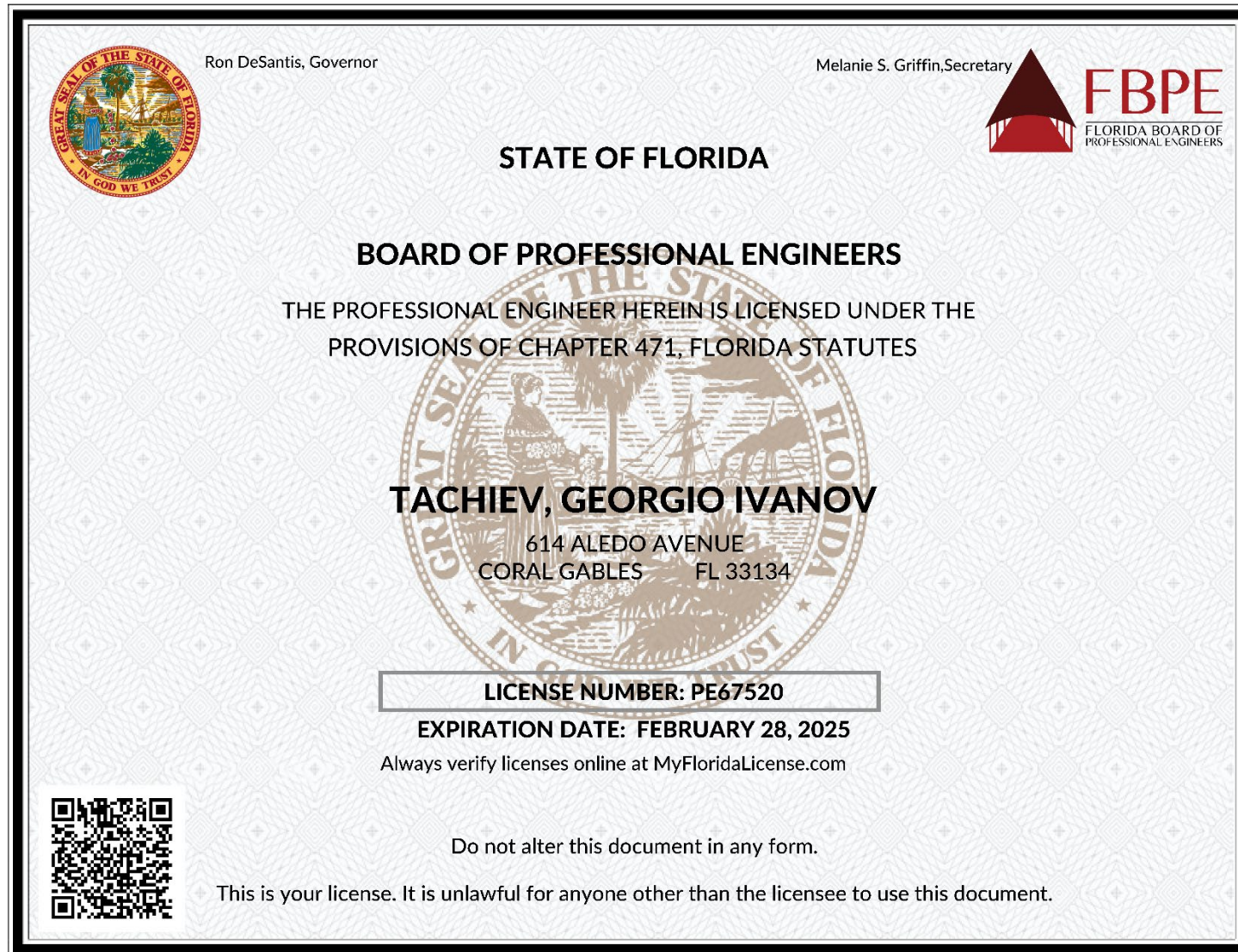
Miami Beach, FL (2016 – 2021)

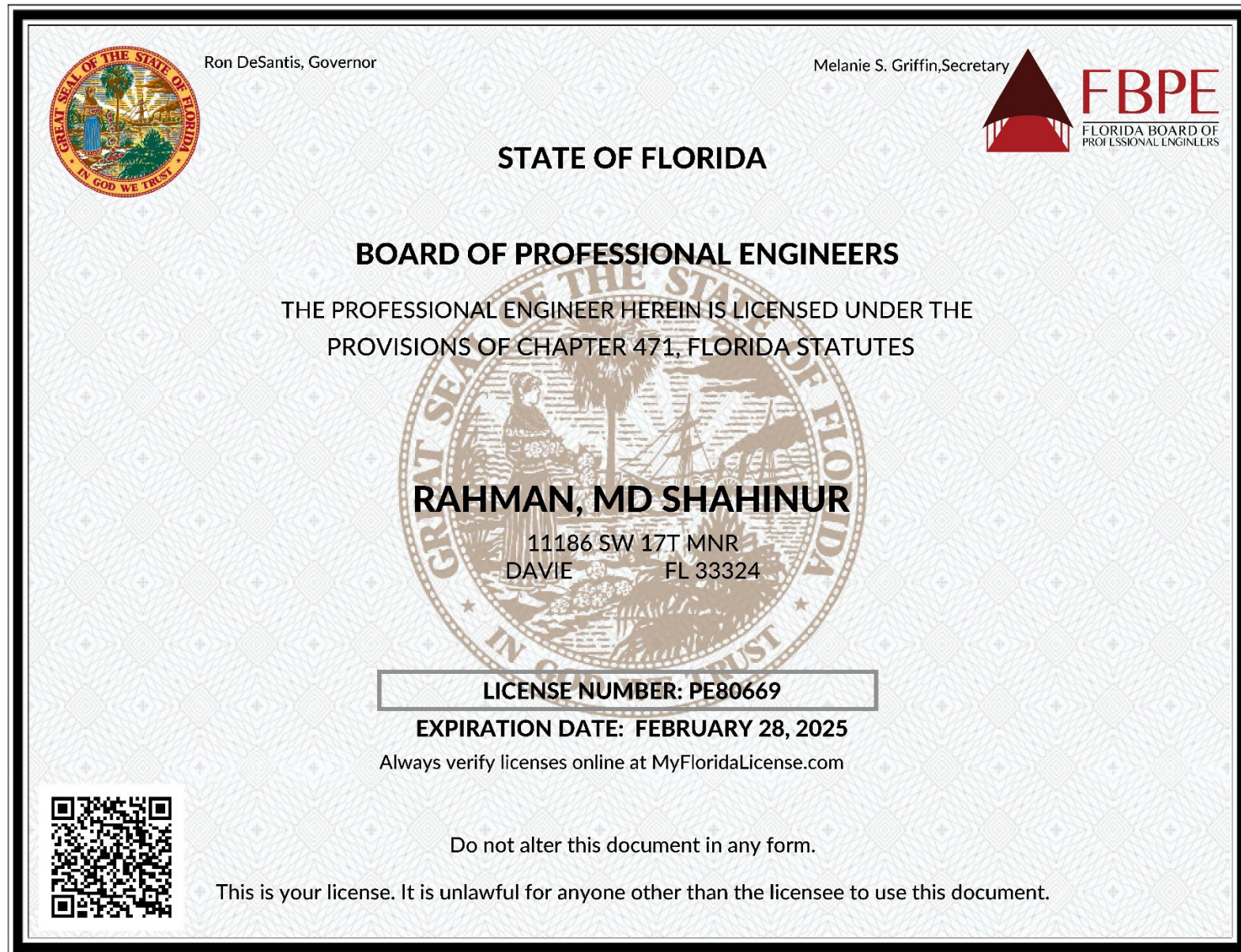
Ms. Camacho served as the Public Involvement Specialist for this contract to provide public information and involvement services on miscellaneous capital improvement and facilities projects for the City of Miami Beach. She supported public information activities on the high-profile Lincoln Road project in the City of Miami Beach and supported the Venetian Islands Capital Improvements Project. In this role, she was responsible for providing day-to-day coordination between affected stakeholders and the project teams and developing a wide array of project collaterals, including construction advisories.

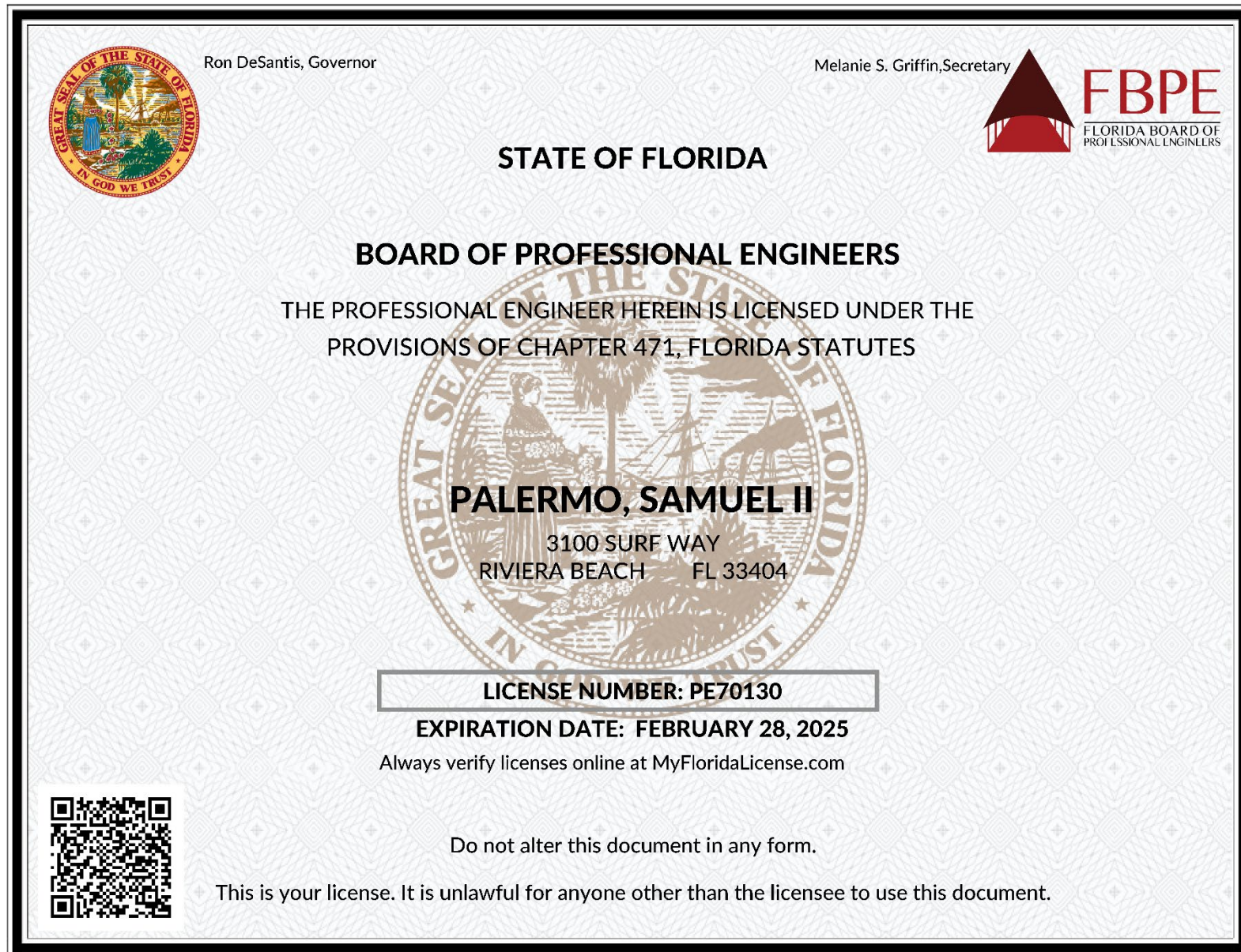
EDUCATION

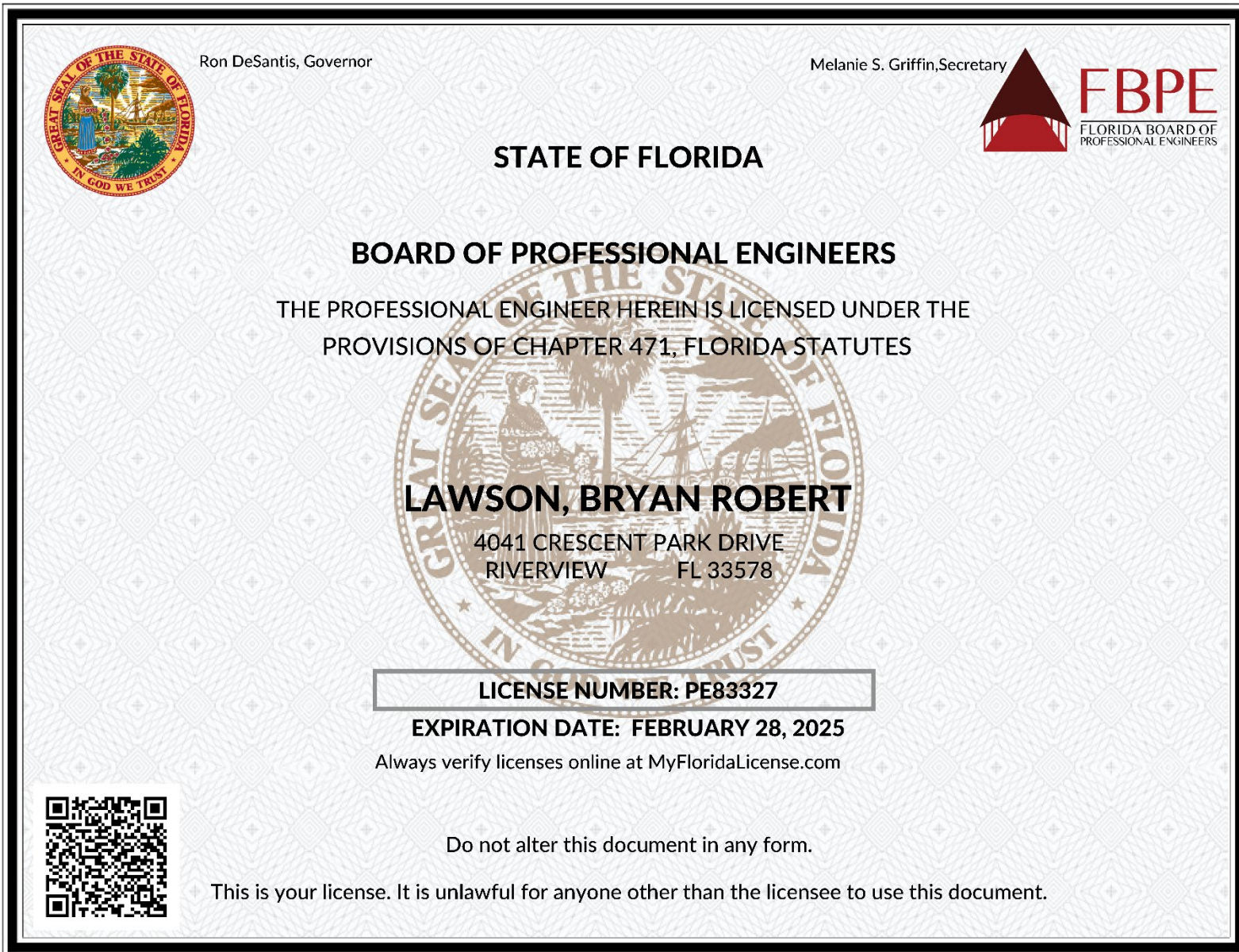
- Bachelor of Science, Print Journalism, Florida International University
- Associate of Arts, Print Journalism, Miami Dade College

5.4 Project Staff Certifications and Licenses











Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ZUCCARO, ROBERT M.
10016 COUNTRY BROOK RD.
BOCA RATON FL 33428

LICENSE NUMBER: PE17931

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



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ENVISION™

ROBERT ZUCCARO

ENVISION SUSTAINABILITY PROFESSIONAL

Has received the Envision Sustainability Professional credential upon successful completion of the requisite training and exam.

Dec 27, 2020
Issued On

Dec 27, 2024
Valid Through


Anthony O. Kane, President and CEO
Institute for Sustainable Infrastructure

 Institute for Sustainable Infrastructure

#43122



ENVISION™

JONATHAN GEIGER

ENVISION SUSTAINABILITY PROFESSIONAL

Has received the Envision Sustainability Professional credential upon successful completion of the requisite training and exam.

Jul 11, 2020
Issued On

Jul 11, 2024
Valid Through


Anthony O. Kane, President and CEO
Institute for Sustainable Infrastructure

 Institute for Sustainable Infrastructure

#39226



Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HEL.PFLA(435-7352) or (850) 488-2221

March 1, 2023

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

SUBJECT: Professional Surveyor and Mapper License # LS6769

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS6769

Professional Surveyor and Mapper
BENJAMIN B HOYLE

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6769**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

June 16, 2023

NEWTON JOSE MENDONCA NETO
6800 NW 29TH AVE
FORT LAUDERDALE, FL 33309-1330

SUBJECT: Professional Surveyor and Mapper License # LS7490

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS7490

Professional Surveyor and Mapper
NEWTON JOSE MENDONCA NETO

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7490**

Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

NEWTON JOSE MENDONCA NETO
6800 NW 29TH AVE
FORT LAUDERDALE, FL 33309-1330

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

6 Tab 6 – Schedule

The project timeline is structured around five main tasks aimed at effectively assessing and addressing critical infrastructure vulnerabilities. The person responsible for providing the deliverables will be Georgio Tachiev, who is the overall principal lead of this project.

- **Task 1** involves monthly internal coordination meetings throughout the duration of the project, ensuring regular communication and alignment among team members. The deliverables include monthly videocalls or in person meetings which includes the following deliverables to be provided within 1 week after completing the monthly internal coordination meetings:
 - a) Meeting agendas to include location, date, and time of meeting
 - b) Meeting sign-in sheets with attendee names and affiliations
 - c) A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
 - d) A summary report including attendee input and meeting outcomes
- **Task 2** focuses on acquiring background data essential for conducting comprehensive analyses. The following deliverables will be provided upon task completion at the end of Month 5 after the Notice to Proceed:
 - a) A technical report to outline the data compiled and findings of the gap analysis;
 - b) A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
 - c) A GIS file with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Consultant as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.
- **Task 3** entails conducting exposure and sensitivity analyses to evaluate the potential impacts of environmental hazards on critical infrastructure. The following deliverables will be provided upon task completion at the end of Month 8 after the Notice to Proceed:
 - a) A draft VA Report that provides findings of the exposure analysis and the sensitivity analysis, and includes a visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards, and details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario;
 - b) An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset; and

- c) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.
- **Task 4** involves organizing public presentation and outreach meetings to engage stakeholders and gather community input. The following deliverables will be provided upon task completion at the end of Month 11 after the Notice to Proceed:
 - a) Meeting agendas to include location, date, and time of meeting;
 - b) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
 - c) A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.
 - d) A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
 - e) A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.
- **Task 5** encompasses the culmination of efforts with the completion of the final Critical Infrastructure Vulnerability Assessment, consolidating findings and recommendations to inform future resilience planning and decision-making. Throughout the project, careful coordination, data acquisition, analysis, stakeholder engagement, and assessment synthesis are prioritized to achieve a thorough and actionable vulnerability assessment. The following deliverables will be provided upon task completion at the end of Month 11 after the Notice to Proceed:
 - a) Final VAAR Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.;
 - b) A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
 - c) All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VAAR, to include the geospatial data in an electronic file format and GIS metadata;
 - d) A ranking list of capital projects to be included with the final report (with preliminary design and/or layout, cost estimates) for implementation as part of the adaptation and resiliency plan; and
 - e) A signed Vulnerability Assessment Compliance Checklist Certification

The schedule of tasks and deliverables is provided on the next page:

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

Schedule of Tasks and Deliverables

Project Tasks	M 01	M 02	M 03	M 04	M 05	M 06	M 07	M 08	M 09	M 10	M 11	M 12
Task 1 – Internal Coordination Meetings	Monthly Meetings and Deliverables 1a), 1b), 1c) and 1d)											
Task 2 – Acquire Background Data	Deliverables Task 2 2a), 2b) 2c)											
Task 3 – Exposure and Sensitivity Analyses	Deliverables Task 3 3a), 3b), 3c)											
Task 4 – Public Presentation and Outreach Meetings	Deliverables Task 4 4a) 4b) 4c) 4d)											
Task 5 – Final Critical Infrastructure Vulnerability Assessment	Deliverables Task 5 5a) 5b) 5c) 5d) 5e)											

7 Tab 7 – Pricing of Services

The fee basis is based on the Pricing Proposal and is summarized in the table below:

Proposed Tasks	Total
Task 1 – Internal Coordination Meetings	\$ 10,000.00
Task 2 – Acquire Background Data	\$ 30,000.00
Task 3 – Exposure and Sensitivity Analyses	\$ 70,000.00
Task 4 – Public Presentation and Outreach Meetings (English, Spanish, and Creole Required In-Person Meetings/ Presentations and/or Activities Required)	\$ 40,000.00
Task 5 – Final Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan including but not limited to Maps, Tables, and recommendations for improvements	\$ 50,000.00
Total	\$ 200,000.00

The budget breakdown for the project tasks is as follows:

- Task 1 (Internal Coordination Meetings): \$10,000.00
- Task 2 (Acquire Background Data): \$30,000.00
- Task 3 (Exposure and Sensitivity Analyses): \$70,000.00
- Task 4 (Public Presentation and Outreach Meetings): \$40,000.00
- Task 5 (Final Critical Infrastructure Vulnerability Assessment): \$50,000.00

Total Budget: \$200,000.00

The overall distribution of work among the collaborating teams is as follows:

- GIT: 55%
- KCI: 25%
- Quest: 20%

This allocation reflects each team's respective expertise and responsibilities in executing the project tasks. Specifically, GIT will oversee the majority of the project work with a 55% contribution, leveraging their expertise in vulnerability assessments and resiliency planning. KCI will contribute 25%, focusing on specific tasks such as data acquisition and analysis. Quest will contribute 20%, particularly in areas related to public outreach and presentation activities. This distribution ensures a balanced and collaborative approach to achieving project objectives within the allocated budget.

8 Tab 8 – References

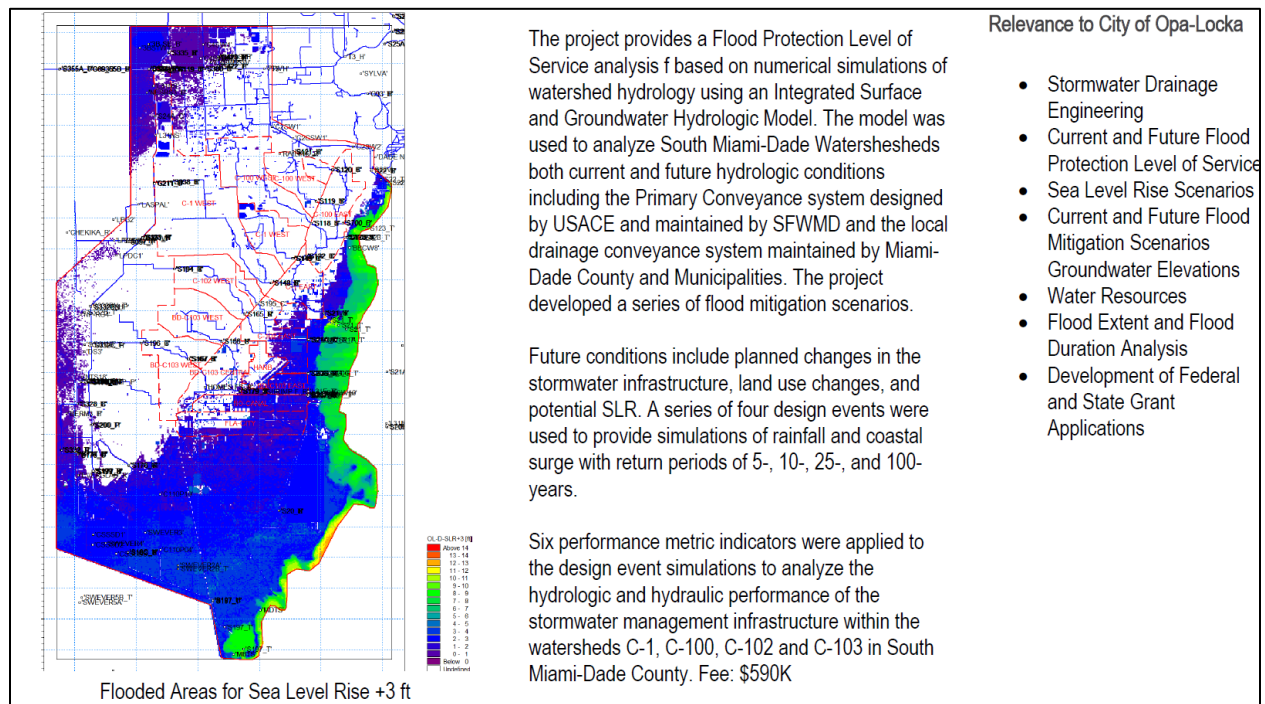
Below are selected projects that demonstrate the past relevant projects of the GIT Team which have scope of Vulnerability Assessment, Adaptions and Resiliency Plan Services. These projects highlight the experience of key personnel and their responsibilities for major or critical aspects of the requirement. The past performance information includes recent and relevant contracts for similar items, along with contract values, points of contact with telephone numbers, and emails. Additionally, the relevance of each project is summarized to illustrate its relevance to The City of Opa-Locka.

8.1 Flood Protection Level of Service for C-111 Watersheds (SFWMD)

C-111 Project Domain	The project provides a Flood Protection Level of Service analysis for C-111 watersheds based on numerical simulations of watershed hydrology using an Integrated Surface and Groundwater Hydrologic Model. The model was used to analyze both current and future hydrologic conditions including the Primary Conveyance system designed by USACE and maintained by SFWMD and the local drainage conveyance system maintained by Miami-Dade County and Municipalities. The project developed a series of flood mitigation scenarios. Future conditions include planned changes in the stormwater infrastructure, land use changes, and potential SLR. A series of four design events were used to provide simulations of rainfall and coastal surge with return periods of 5-, 10-, 25-, and 100-years. Six performance metric indicators were applied to the design event simulations to analyze the hydrologic and hydraulic performance of the stormwater management infrastructure within the watersheds L-31NS, C-111 Ag, C-111 South, Model Land, C-111 Coastal and US1 basins in Miami-Dade County. Fee: \$647K	Relevance to City of Opa-Locka • Stormwater Drainage Engineering • Current and Future Flood Protection Level of Service • Sea Level Rise Scenarios • Current and Future Groundwater Elevations • Water Resources • Flood Mitigation Scenarios • Flood Extent and Flood Duration Analysis • Development of Federal and State Grant Applications
-----------------------------	--	--

- | | |
|----------------------------|---|
| • Project Title: | Flood Protection Level of Service, C-111 Watersheds, Miami-Dade |
| • Project Owner: | SFWMD |
| • Point of Contact: | Carol Ballard, PE (561) 682-2336, cballard@sfwmd.gov |
| • Year Completed: | 2024 |
| • Contract Amount: | \$647,000 |
| • Firm | GIT Consulting LLC |

8.2 Flood Protection Level of Service for South Miami-Dade County (SFWMD)



- **Project Title:** Flood Protection Level of Service, South Miami-Dade
- **Project Owner:** SFWMD
- **Point of Contact:** Larry Brion, PE, lbrion@sfwmd.gov
- **Year Completed:** 2022
- **Contract Amount:** \$590,000
- **Firm** GIT Consulting LLC

8.3 Edgewood Neighborhood Drainage

Edgewood Neighborhood Drainage

City of Fort Myers



PROJECT EXPERIENCE

REFERENCE
 Richard Thompson
 (239) 321-7673
 rthompson@cityftmyers.com

DATES
 2022 - 2023

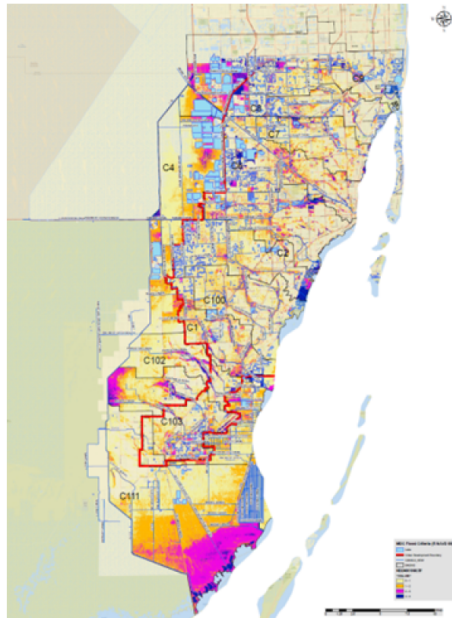
PERSONNEL
 Robert Zuccaro, PE, ENV SP (KCI)
 Jonathan Geiger, EIT, ENV SP (KCI)
 Byron Reynolds (KCI)
 Benjamin Hoyle (KCI)
 Aleksandr Bridwell (KCI)
 Georgio Tachiev, PE PHD (GIT)

KCI Technologies, Inc. was tasked by the City of Ft. Myers to provide 3D LiDAR, surveying, and mapping, along with Subsurface Utility Engineering (SUE), on an approximately 500-acre site for the use of modeling the existing stormwater conditions and drainage system. This included over 14 miles of roadways and canals. Services included setting horizontal and vertical control throughout the project, establishing 14 miles of right-of-way limits, as-builts of over 500 drainage utility structures, and mapping all features within 10 feet of the right-of-way. Deliverables included a classified point cloud of the entire 500-acre site, 14 miles of surveyed roadway right-of-way lines, a Digital Terrain Model (DTM), and a signed survey of all above ground features within 10 feet of the road right-of-way. Aerial LiDAR, terrestrial LiDAR, and conventional survey methods were used to obtain locations and elevations of all ground topography and above-ground surface features. The point cloud created from the survey data was classified into buildings, vegetation, and bare ground before being used to create a Digital Elevation Model (DEM) and Digital Terrain Model (DTM). This survey is being used to analyze the current stormwater drainage deficiencies and to design new stormwater management systems to aid in stormwater/sea level rise.



- Firm KCI and GIT Consulting LLC

8.4 Update of Miami-Dade's Stormwater Master Plan (Miami-Dade County)



100-Yr/3-day Flood Map of Miami-Dade County with Sea Level Rise +2 ft for Year 2060

GIT Consulting LLC updated Miami Dade County's stormwater models of basins C1, C2, C3, C4, C5 C6, C7, C103 and provided QA/QC Reviews for the update of basins C100, C102 and C111. The project covers more than 700 square miles and provides hydrologic and hydraulic modeling for current and future conditions, develops pollutant load estimates, documents the models for each basin, and provide analysis of climate change conditions, including sea level rise for near and long term, the project proposed a series of flood mitigation scenarios.

The project developed flood maps for future scenarios 2019, 2040, 2060 and 2100, including 5, 10, 25, 50, 100, 500 and 1000 YR events for 24 and 72 hours duration.

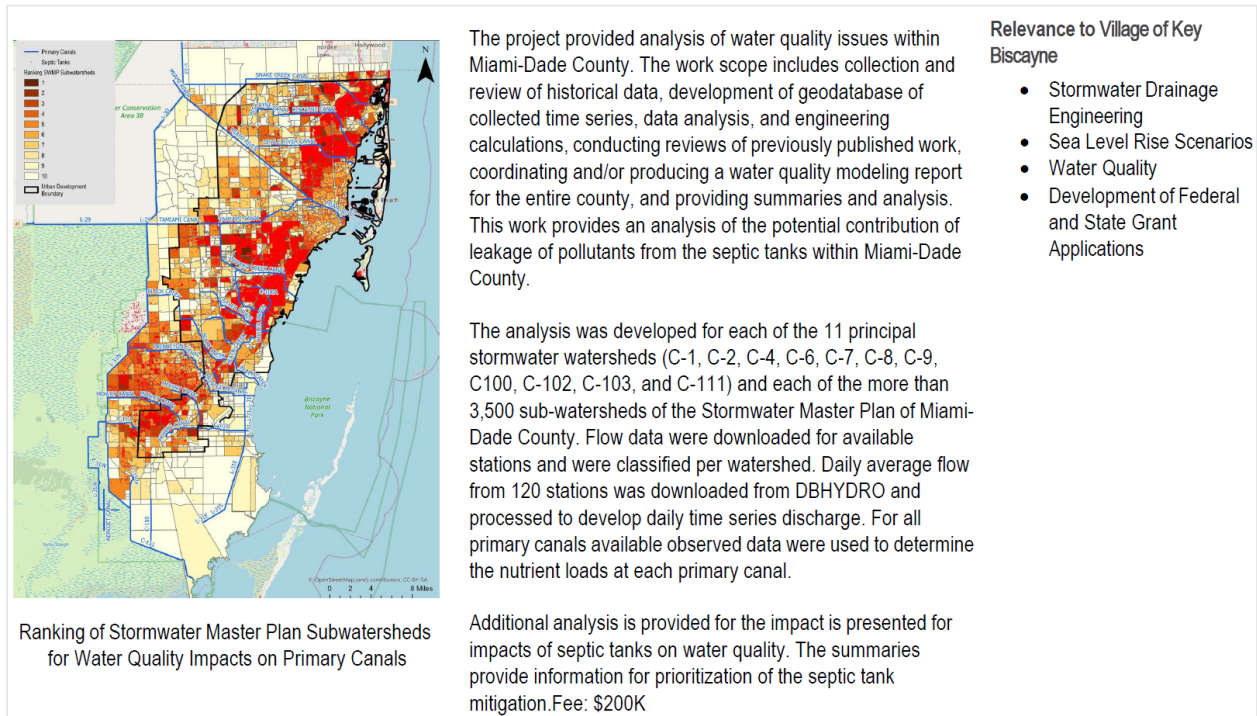
- Models were applied to update Miami-Dade County's Flood Criteria and Water Control Maps (based on 25 YR 72 HR events).
- Analysis of alternative mitigation strategies was provided , including installation of backflow preventers, updates of levee banks improving interconnectivity of the stormwater system and installation of pumping components.
- Miami-Dade's Stormwater Master Plan which also includes the City of Opa-Locka was updated
- Fee: \$600K

Relevance to City of Opa-Locka

- Stormwater Drainage Engineering
- Current and Future Flood Protection Level of Service
- Sea Level Rise Scenarios
- Current and Flood Mitigation Scenarios
- Groundwater Elevations
- Water Resources
- Flood Extent and Flood Duration Analysis
- Development of Federal and State Grant Applications
- Analysis covers the City of Opa-Locka

- **Project Title:** Update of Miami-Dade County's Stormwater Master Plan
- **Project Owner:** Miami-Dade County RER Department
- **Point of Contact:** Elius Nortelus, PE, 305-372-6684
- **Year Completed:** 2021
- **Contract Amount:** \$600,000
- **Firm** **GIT Consulting LLC**

8.6 Update of Miami-Dade's Stormwater Master Plan (Miami-Dade County)



- **Project Title:** System-Wide Stormwater Quality Updates of Miami-Dade County
- **Project Owner:** Miami-Dade County RER Department
- **Point of Contact:** Elius Nortelus, PE, 305-372-6684
- **Year Completed:** 2023
- **Contract Amount:** \$200,000
- **Firm** **GIT Consulting LLC**

STORMWATER MASTER PLAN

Client: Town of Bay Harbor Islands



As the first phase of the Town's overall Stormwater Master Plan program, KCI has performed data collection, site investigations, and developed a stormwater drainage model using ICPR4. KCI has analyzed the initial model results and made recommendations of immediate capital improvement projects (along with engineers' opinion of probable cost) and met with the Town's grants consultant to begin the process of securing grant monies. The next phase developed a long range CIP program and ranking for priority and milestone scheduling.

Reference

Douglas Armstrong
darmstrong@bayharborislands-fl.gov | (305) 866-6241

9 Tab 9 – Additional Forms

9.1 Proposer Qualifications

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: GIT Consulting LLC

Address: 2665 S. Bayshore Dr, #220

City, State, Zip: Coconut Grove, FL 33133 Phone/Fax: 305-632-9396/305-200-0168

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, indicate:

Date of Incorporation: 09/28/2007 State in which Incorporated: Florida

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

5. Name and Title of Principal Officers Date Elected:

Georgio Tachiev PE, PHD 09/28/2007

6. The length of time in business: 17 years

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

17 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.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6747001

BUSINESS NAME/LOCATION
GIT CONSULTING LLC
3150 SW 38TH AVE STE 1303
MIAMI, FL 33146-1529

RECEIPT NO.
RENEWAL
7020415



OWNER
GIT CONSULTING LLC
C/O GEORGIO TACHIEV

Employee(s) 1

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI
P/FIRM
EB29324

LBT

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**
45.00 07/03/2023
INT-23-380850

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



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6848874

BUSINESS NAME/LOCATION
GEORGIO TACHIEV
3150 SW 38TH AVE STE 1303
MIAMI, FL 33146-1529

RECEIPT NO.
RENEWAL
7123128



OWNER
GEORGIO TACHIEV
GIT CONSULTING LLC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
67520

LBT

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**
60.00 07/03/2023
INT-23-380877

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





CITY OF MIAMI BUSINESS TAX RECEIPT

FY 23- 24

ISSUED:

Apr 02, 2024

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME: GIT CONSULTING LLC

DBA: GIT CONSULTING LLC

BTR HOLDER NAME: GIT CONSULTING LLC

BUSINESS ADDRESS: 3150 SW 38 AV 1303

EXPIRES: Effective Year Oct. 1 2023 Thru Sep. 30 2024

ACCOUNT NUMBER: 132648

RECEIPT NUMBER: 182389

COMMENTS: CONSULTANT: BUSINESS OR PROF.

RESTRICTIONS:

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any licenseor permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.



- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
- TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

9.2 Certification regarding debarment and suspension

**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.

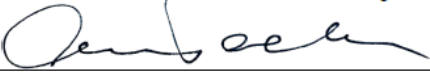
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer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

9.3 Drug Free workplace certification

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:

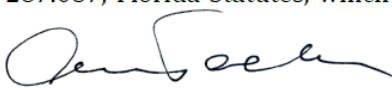
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Georgio Tachiev

the <u>Manager</u> (Title/Position)	<u>(Name)</u> of <u>GIT Consulting LLC</u> (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.

05/12/2024
Date

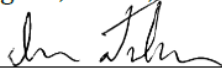

Signature

9.4 Non-Collusion Affidavit

**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
GIT Consulting LLC 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

Georgio Tachiev PE PhD, Manager

Print Name and Title

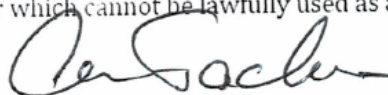
9.5 Non-Discrimination Affidavit

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

9.5 Non-Discrimination Affidavit

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: 

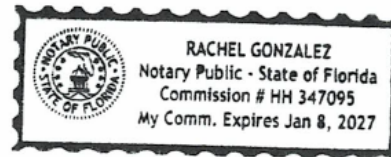
Title: Manager

Sworn and subscribed before this

13th day of 2024


Notary Public, State of Florida

Rachel Gonzalez
(Printed Name)



My commission expires: Jan 8, 2027

9.6 E-Verification

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: GIT Consulting LLC

Authorized Signature: 

Print Name: Georgio Tachiev, PE PhD

Title: Manager GIT Consulting LLC

Date: 5/12/2024

1/7/24, 11:28 AM

My Company Profile | E-Verify

 An official website of the United States government [Here's how you know](#)



Menu ≡

My Company Account

My Company Profile

Company Information

Company Name

GIT CONSULTING LLC

Doing Business As (DBA) Name

GIT CONSULTING LLC

Company ID

2291549

Enrollment Date

Oct 08, 2023

Employer Identification Number (EIN)

651319891

Unique Entity Identifier (UEI)

DUNS Number

011698899

Total Number of Employees

5 to 9

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

1/7/24, 11:28 AM

My Company Profile | E-Verify

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

2665 S. Bayshore Dr
Suite 220
Coconut Grove, FL 33133

Mailing Address

2665 S. Bayshore Dr
Suite 220
Coconut Grove, FL 33133

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

<https://everify.uscis.gov/account/company/profile>

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

1/7/24, 11:28 AM

My Company Profile | E-Verify

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



<https://everify.uscis.gov/account/company/profile>

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: KCI Technologies, Inc'

Authorized Signature: _____

Print Name: Bruce Reed, RLA

Title: Vice President

Date: May 10, 2024

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 DAY OF May, 2024.

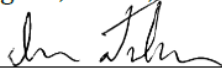
Tobias Burton NOTARY PUBLIC
My Commission Expires: March 11, 2028 (Notary Stamp)

9.4 Non-Collusion Affidavit

**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
GIT Consulting LLC 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

Georgio Tachiev PE PhD, Manager
Print Name and Title

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. RFQ 2023-11-01
2. This sworn statement is submitted by: GIT Consulting LLC
(name of entity submitting sworn statement)

whose business address is: 2665 S. Bayshored Dr, #220
Coconut Grove, FL 33133

Federal Identification Number
(FEIN) is: 65-1319891
(if applicable)

Social Security Number: _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
3. My name is: Georgio Tachiev
(print name of individual signing this document)

and my relationship to the entity is: President GIT Consulting LLC
4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime;
or

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. ☒ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)
1. ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
2. ☐ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

1/16/2024
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GIT CONSULTING LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2665 S. Bayshore Dr, Suite 220	Requester's name and address (optional)
	6 City, state, and ZIP code Coconut Grove, FL 33133	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

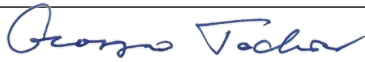
Social security number									
			-				-		
or									
Employer identification number									
6	5		-	1	3	1	9	8	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 2/19/2024
------------------	---	--------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Biscayne Risk Group 5571 N. University Dr. Suite 101 Coral Springs FL 33067		CONTACT NAME: Matthew Pitnick PHONE (A/C, No, Ext): (561) 571-1001 E-MAIL ADDRESS: info@biscaynerisk.com FAX (A/C, No):	
INSURED GIT Consulting LLC 2665 S Bayshore Drive Miami FL 33133		INSURER(S) AFFORDING COVERAGE INSURER A: HISCOX INS CO INC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10200	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		P100.931.274.3	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$					
	A						☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	P100.931.274.3	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
							☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$				OCCUR CLAIMS-MADE	EACH OCCURRENCE \$ AGGREGATE \$ \$
							☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.930.112.3	03/01/2024	03/01/2025	Each Claim 1,000,000 Aggregate 1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract, Miami-Dade County is named additional insured, excluding professional services, on the General Liability

CERTIFICATE HOLDER**CANCELLATION**

Miami-Dade County 111 NW 1st Street Suite 2340 Miami FL 33128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CITY OF OPA-LOCKA



Cover Sheet

RFP NO: 24-0513200

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

May 13, 2024

Electronic Submission via DemandStar

Submitted by
Georgio Tachiev, PE PHD
GIT Consulting LLC
2665 S. Bayshore #220
Coconut Grove, FL 33133

GIT CONSULTING LLC

Civil • Water • Environment • GIS

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

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2 Tab 2 - Letter of Transmittal

May 13, 2024
CITY OF OPA-LOCKA
Office of The City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

**Re: Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency
Plan – RFP NO: 24-0513200**

Dear Selection Committee Members:

GIT Consulting, LLC is enthusiastic to present our qualifications for the Critical Infrastructure Vulnerability Assessment, Adaptation, and Resiliency Plan - RFP NO: 24-0513200. We are dedicated to delivering exceptional professional services tailored to meet the unique needs of the City of Opa-Locka (The City), as outlined in the RFP. With a steadfast commitment to excellence, innovation, and client satisfaction, we stand ready to be a trusted partner in the success of this project. GIT Consulting, LLC is a reputable firm specializing in civil and environmental engineering, construction/project management, stormwater drainage engineering, Flood Protection Level of Service. Situated at 2665 South Bayshore Drive, Coconut Grove, Florida, our main office serves as the hub for our operations.

To comprehensively address the requirements of The City, we bring together a partnership between GIT Consulting LLC (GIT) as the prime with subcontractors KCI Inc (KCI), and Quest Corporation of America LLC (Quest) - three distinguished firms with exceptional team members and extensive experience in successfully executing projects with similar complexities and challenges, both locally and internationally. The combined expertise of GIT, KCI, and Quest encompasses a rich history of serving public agencies with a wide array of engineering, project and construction management, and urban design services. This collective experience ensures a seamless and successful delivery of projects and programs for The City, reinforcing our commitment to meeting and exceeding expectations.

Git Consulting and Team propose a thorough Vulnerability Assessment (VA) aligned with Section 380.093, F.S., gathering critical data on assets, topography, and flood scenarios. We ensure GIS metadata adheres to Resilient Florida Program standards, integrating NOAA's sea level rise projections and storm surge data meeting a 100-year return period. Throughout, we rectify data gaps for accuracy. Additionally, we'll conduct exposure analysis to gauge water depth from sea level rise, storm surge, and various flood scenarios, adhering to GIS standards. Sensitivity analysis will measure flood impacts on assets, assigning risk levels based on inundation and critical assets. We'll host two meetings to present VA results, gathering feedback for planning and prioritizing flood focus areas and assets. Our comprehensive Vulnerability Assessment and Adaptation Report

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

(VAAR) will detail identified risks, critical assets, and relevant flood scenarios, meeting Section 380.093, F.S., and GIS standards.

We hereby acknowledge and confirm that GIT Consulting has been in continuous practice for the past 16 years, starting from the issuance date of RFP NO: 24-0513200. Furthermore, we are professionally licensed to practice engineering in the State of Florida. Our expertise spans across various disciplines. We are appropriately licensed and in good standing with the Florida Department of Professional Regulation. We have been operating continuously under the same name, providing the same services, for over 16 years. Our project team has extensive prior experience in the same field as the services required. The proposed project manager possesses over twenty years of experience in the same field as the services, along with prior project management experience, and is capable of speaking and making decisions on behalf of our team.

The City seeks a top-tier team with local expertise in federal, state, and local regulations, agility in addressing requirements, and a comprehensive grasp of standards and processes. We precisely fit that description – our local project teams boast in-depth knowledge and a wealth of staff with specialized experience. Our fully integrated team is eager to establish a robust and proactive relationship with The City of Opa-Locka.

For this project, representation of the GIT, KCI, and Quest Team will be authorized by Georgio Tachiev, Manager of GIT Consulting LLC. Below are the contact details for Georgio Tachiev, PE PHD, including address and telephone number. The official signature of Georgio Tachiev, certifying the contents of the Proposer's responses to The City's Request for Proposal, is provided below.

Respectfully submitted,



Georgio Tachiev, PE PHD
GIT Consulting, LLC
2665 S. Bayshore Dr #220
Coconut Grove, FL 33133

3 Tab 3 - General Information

This section provides a general information and description of GIT Consulting who is the prime, additional certification information is provided in the following pages:

Name of Business:	GIT Consulting LLC
Mailing Address and Phone Number:	2665 S. Bayshore Dr, #220 Coconut Grove, FL 33133 ph: 305-632-9386
Names and contact information of persons to be contacted for information or services if different from name of person in charge.	Georgio Tachiev, PE PhD ph: 305-632-9386 georgio@gitconsulting.net
Normal business hours.	8 AM to 6 PM
State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).	GIT Consulting is a Limited Liability Corporation Registered in Florida
Give the date business was organized and/or incorporated, and where.	GIT Consulting LLC was incorporated on September 28, 2007 in the State of Florida
Give the location of the office from which the work is to be done and the number of professional staff employees at that office.	The work will be conducted from GIT's offices: GIT Consulting LLC 2665 S. Bayshore #220 Coconut Grove, FL 33133
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.	GIT Consulting is neither a parent nor a subsidiary on a group of firms/agencies
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.	The business is certified as a small business enterprise (SBE) in Miami-Dade County. GIT Consulting is Certified to do business in the State of Florida GIT Consulting holds an Engineering Business Registry License No 35526 in the State of Florida

4 Tab 4 – Project Approach

The project aims to assist The City in developing an efficient and resilient drainage system, crucial for providing flood protection to a community where approximately 84% of residents fall under the Low to Moderate Income (LMI) bracket.

This comprehensive study will encompass a vulnerability assessment, adaptation plan, and resiliency plan, focusing on The City's critical infrastructure assets. Leveraging existing GIS data, the study will model rainfall flooding and evaluate current and future impacts on critical infrastructure. It will identify The City's unmet mitigation needs in response to present and future events, while also exploring various adaptation alternatives and mitigation strategies aimed at reducing flood risks.

The proposed project will align with the stipulations outlined in Florida Statute 380.093 (F.S.), placing a strong emphasis on conducting thorough vulnerability assessments and developing robust resiliency plans including:

Purpose of 380.093 (F.S.):

- The primary purpose of 380.093 F.S. is to enhance the resilience of communities and critical infrastructure in Florida in the face of environmental challenges, particularly those posed by climate change.
- By mandating vulnerability assessments and resiliency planning, the statute aims to identify and mitigate risks associated with natural hazards such as flooding, sea-level rise, and extreme weather events.
- The statute seeks to promote proactive measures to safeguard public health, safety, and welfare, as well as to protect natural resources and the built environment.

Requirements of 380.093 (F.S.):

- The statute establishes mandatory guidelines for conducting vulnerability assessments (VAs) and developing resiliency plans in Florida.
- It specifies the scope of assessments, data requirements, and methodologies to be employed.
- Compliance with the statute is obligatory for local governments and other entities tasked with assessing and addressing vulnerabilities to climate change and other environmental hazards.

Expected Outcome 380.093 (F.S.):

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- The expected outcome of compliance with 380.093 F.S. is the development of comprehensive vulnerability assessments and resiliency plans tailored to the unique needs and circumstances of each locality in Florida.
- These assessments and plans are designed to provide actionable insights into vulnerabilities, risks, and adaptation strategies, guiding decision-making and resource allocation at the local level.
- Ultimately, adherence to the statute is anticipated to result in more resilient communities that are better equipped to withstand and recover from environmental challenges, thereby enhancing overall sustainability and quality of life for residents and stakeholders.

The City of Opa-locka, incorporated in 1926 and situated in the northwestern portion of Miami-Dade County, boasts a diverse landscape comprising residential, commercial, and industrial zones, alongside a general aviation airport. With a steadily growing population and ambitious redevelopment initiatives on the horizon, The City anticipates significant expansion over the next 10 to 20 years. Consequently, it is imperative for The City to ensure that its infrastructure is not only equipped to meet the current demands but also resilient enough to withstand the escalating threat of flooding resulting from climate change.

Effective stormwater management stands out as one of the most pressing challenges facing the community, drawing the attention of the Mayor and Commissioners for years. As the region experiences increasingly frequent and severe storms, there is an urgent need to address this issue head-on.

Therefore the desired project outcomes consist of:

- A technical memorandum detailing the analyses and summarizing findings to comply with the requirements of 380.093 F.S.
- Rainfall-Induced/Compound Flooding threats, for 2040 and 2070 scenarios, showing Inundation Depth and Elevation analysis and associated mapping combined into a Geographical Information System (GIS) database in a format suitable for input into the FDEP mapping tool
- Cataloging and analysis of critical assets, City and County-owned, to create Policy/plan strategies
- Infrastructure Adaptation Plan (IAP) report providing analysis, justification, and priority for improvements
- Identification of actions to promote resilience and climate adaptation; develop public-facing outreach tools and a communication plan
- Adopted Vulnerability Assessment Resiliency plan

In essence, this project represents a proactive approach by The City of Opa-Locka to safeguard its residents and infrastructure against the escalating challenges posed by climate change and rapid

urbanization. Through informed planning and strategic decision-making, The City aims to build a more resilient and sustainable future for its community.

4.1 Project Scope and Deliverables

4.1.1 Task 1: Internal Coordination Meetings

GIT Consulting is responsible for orchestrating internal meetings that serve as pivotal touchpoints between the project team and City staff at crucial stages throughout the project timeline. These meetings are essential for ensuring alignment, exchanging information, and making collective decisions.

To execute this responsibility effectively, GIT Consulting takes charge of all aspects related to meeting management. This includes drafting meeting invitations, compiling meeting materials, crafting presentations, and preparing relevant graphics as needed. By overseeing these tasks, GIT Consulting ensures that each meeting is well-organized and conducive to productive discussions.

Furthermore, GIT Consulting is tasked with delivering several key items as part of their responsibilities. Firstly, they are required to develop comprehensive meeting agendas that outline the meeting's objectives, location, date, and time. Additionally, they are responsible for maintaining accurate meeting sign-in sheets, documenting attendee names, and their affiliations, which serves as valuable record-keeping for future reference.

Moreover, GIT Consulting is accountable for creating and disseminating any presentation materials or handouts required for the meeting. These materials are designed to support discussions, provide context, and convey important information to attendees.

Following each meeting, GIT Consulting compiles a detailed summary report capturing the essence of the discussions, input from attendees, and the outcomes or decisions reached during the meeting. This summary report serves as a vital reference document, ensuring that stakeholders remain informed and aligned on project progress and next steps.

In summary, GIT Consulting plays a pivotal role in facilitating effective communication and collaboration between the project team and City staff by meticulously planning, executing, and documenting internal meetings at critical project milestones. Through their efforts, they contribute to the smooth progression of the project and the achievement of its objectives.

4.1.2 Task 2: Acquire Background Data

GIT Consulting's responsibilities encompass researching and compiling essential data required to perform a Vulnerability Assessment (VA) according to the specifications outlined in Section 380.093, F.S. This involves three main categories of data: critical and regionally significant asset inventory, topographic data, and flood scenario-related data. To ensure compliance and accuracy,

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

GIS metadata should include layers corresponding to each of the four asset classes specified in the regulations. The GIT Consulting Team will obtain data from Florida Department of Management, FDEP, FEMA (from Hazus) and The City and will integrate all data into a single up to date database.

Adhering to the Resilient Florida Program's GIS Data Standards, GIT Consulting ensures that GIS files and associated metadata meet the required criteria. Raw data sources are meticulously documented within the associated metadata for transparency and traceability. Additionally, sea level rise projection data, including NOAA's intermediate-high and intermediate-low projections for 2040 and 2070, are incorporated into the analysis, with the flexibility to utilize other projections as deemed appropriate by GIT Consulting.

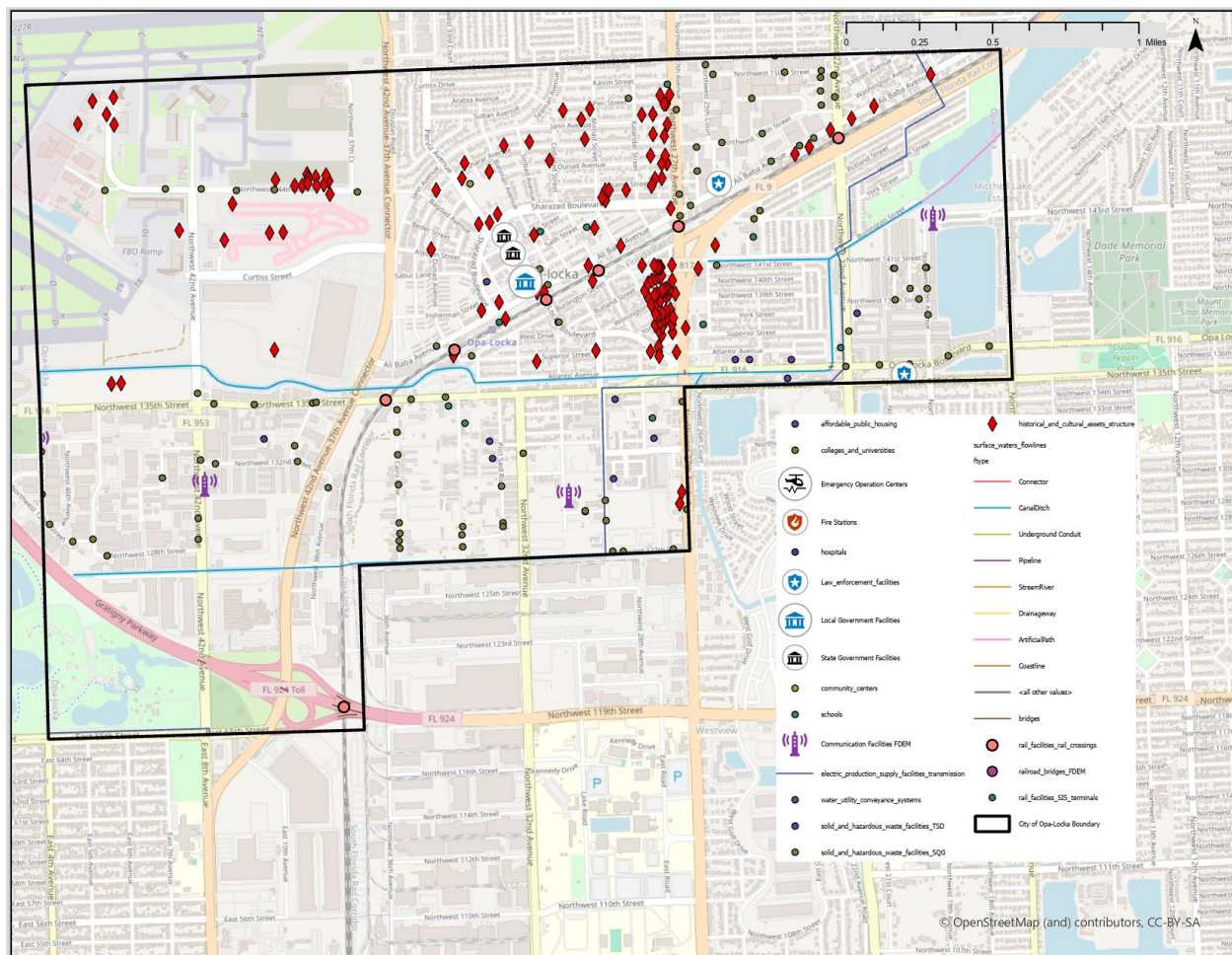


Figure: An example of Critical Facilities Obtained from Florida Department of Environmental Management and FEMA's HAZUS Geodatabase for Florida and Used for the Development of FEMA's Non-Regulatory Products (Flood Risk Map and Flood Risk Database) for Watersheds C-8 and C-9

In the course of researching background data, GIT Consulting identifies any data gaps that may hinder the extent or accuracy of the VA. These gaps could result from missing data or low-quality

information. The Consultant is mandated to rectify these gaps by sourcing necessary data to ensure the completeness and reliability of the assessment.

As part of their deliverables, GIT Consulting provides a comprehensive technical report outlining the compiled data and the findings of the gap analysis. This report serves to document the methodology employed and the insights gained from the data compilation process. Additionally, GIT Consulting produces a summary report that includes recommendations for addressing identified data gaps and details the actions taken to rectify them, if applicable.

Furthermore, GIT Consulting delivers a GIS file containing the compiled data, complete with appropriate metadata. This GIS file not only includes the locations of critical assets owned or maintained by the Consultant but also encompasses regionally significant assets classified as per the regulations specified in Section 380.093(2)(a)1-4, F.S.

In summary, GIT Consulting plays a pivotal role in gathering, analyzing, and documenting the data necessary for conducting a thorough Vulnerability Assessment. Through meticulous research, adherence to standards, and proactive gap identification and resolution, GIT Consulting ensures the integrity and comprehensiveness of the assessment process, thereby facilitating informed decision-making and risk mitigation strategies.

4.1.3 Task 3 Exposure and Sensitivity Analysis

GIT Consulting is entrusted with the crucial task of meticulously researching and compiling essential data to conduct a comprehensive Vulnerability Assessment (VA) in accordance with the stipulations outlined in Section 380.093, F.S. This multifaceted endeavor involves gathering data across three key categories: critical and regionally significant asset inventory, topographic data, and flood scenario-related data.

To maintain adherence to standards and uphold accuracy, GIT Consulting ensures that the Geographic Information System (GIS) metadata incorporates layers corresponding to each of the four asset classes specified in the regulatory framework. By following the guidelines set forth by the Resilient Florida Program's GIS Data Standards (Exhibit I), GIT Consulting meticulously organizes GIS files and their associated metadata, providing full transparency and traceability. Moreover, GIT Consulting incorporates sea level rise projection data, including NOAA's intermediate-high and intermediate-low projections for 2040 and 2070, while retaining the flexibility to integrate other projections as warranted by the assessment.

During the process of data acquisition, GIT Consulting conducts a thorough examination to identify any potential gaps that may impede the scope or precision of the VA. These gaps may arise due to missing data or the presence of low-quality information. As part of their mandate, GIT Consulting undertakes the responsibility of rectifying these gaps by procuring the necessary data, thus ensuring the completeness and reliability of the assessment.

In delivering their commitments, GIT Consulting furnishes a detailed technical report that not only outlines the compiled data but also presents the findings derived from the gap analysis. This comprehensive report serves as a documentation of the methodologies employed and the insights gleaned throughout the data compilation process. Additionally, GIT Consulting provides a concise summary report, which includes actionable recommendations for addressing identified data gaps and highlights the steps taken to resolve them, where applicable.

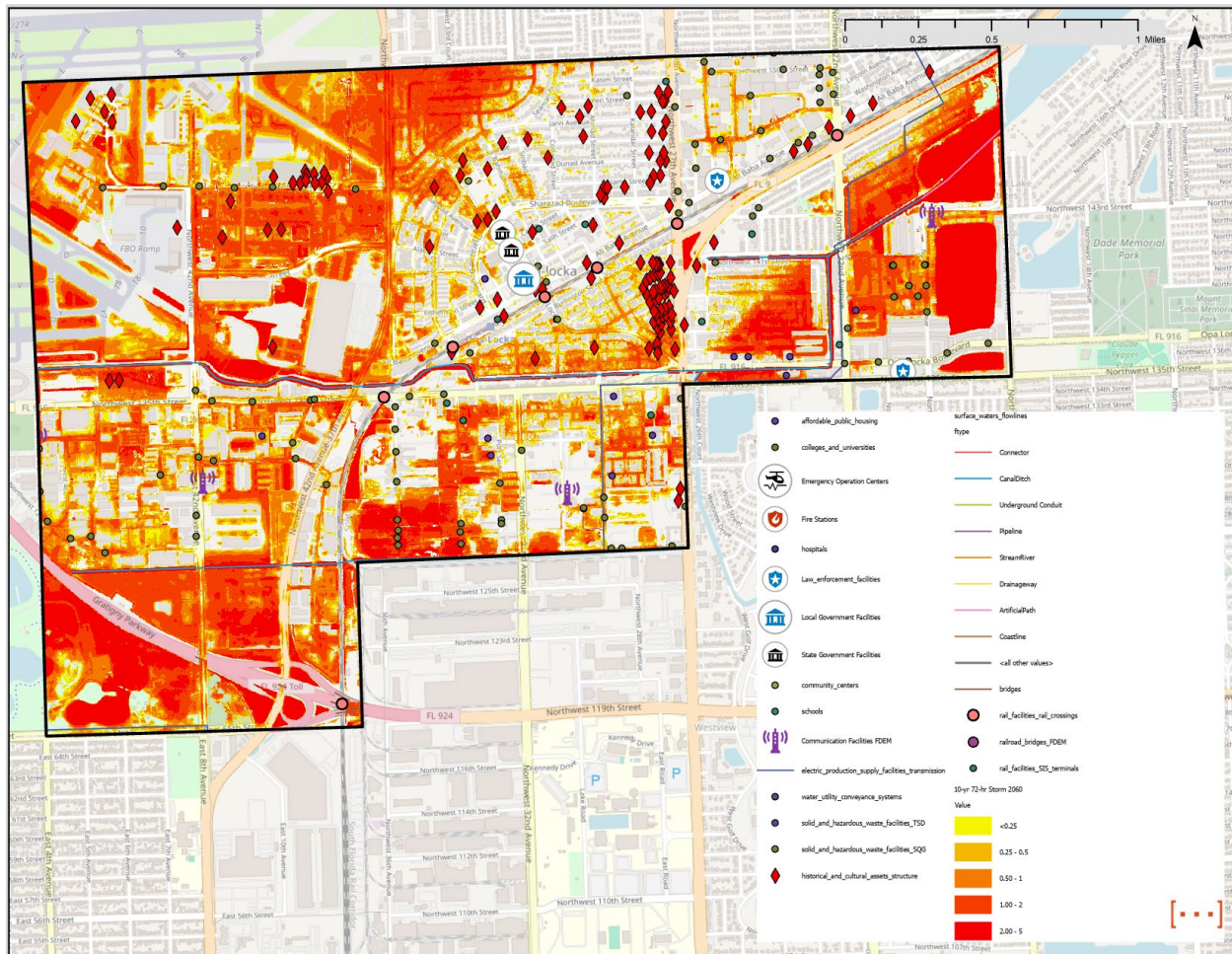


Figure 1: An example of Previous Analysis of Flood Depth and Critical Facilities Performed by GIT Consulting for the Development of FEMA's Non-Regulatory Products (Flood Risk Map and Flood Risk Database) for Watersheds C-8 and C-9 for the 100-yr Design Event for Year 2060 (+2 ft SLR)

Furthermore, GIT Consulting furnishes a GIS file containing the compiled data, complete with comprehensive metadata. This GIS file not only delineates the locations of critical assets owned or managed by the Consultant but also encompasses regionally significant assets classified in accordance with the regulations specified in Section 380.093(2)(a)1-4, F.S.

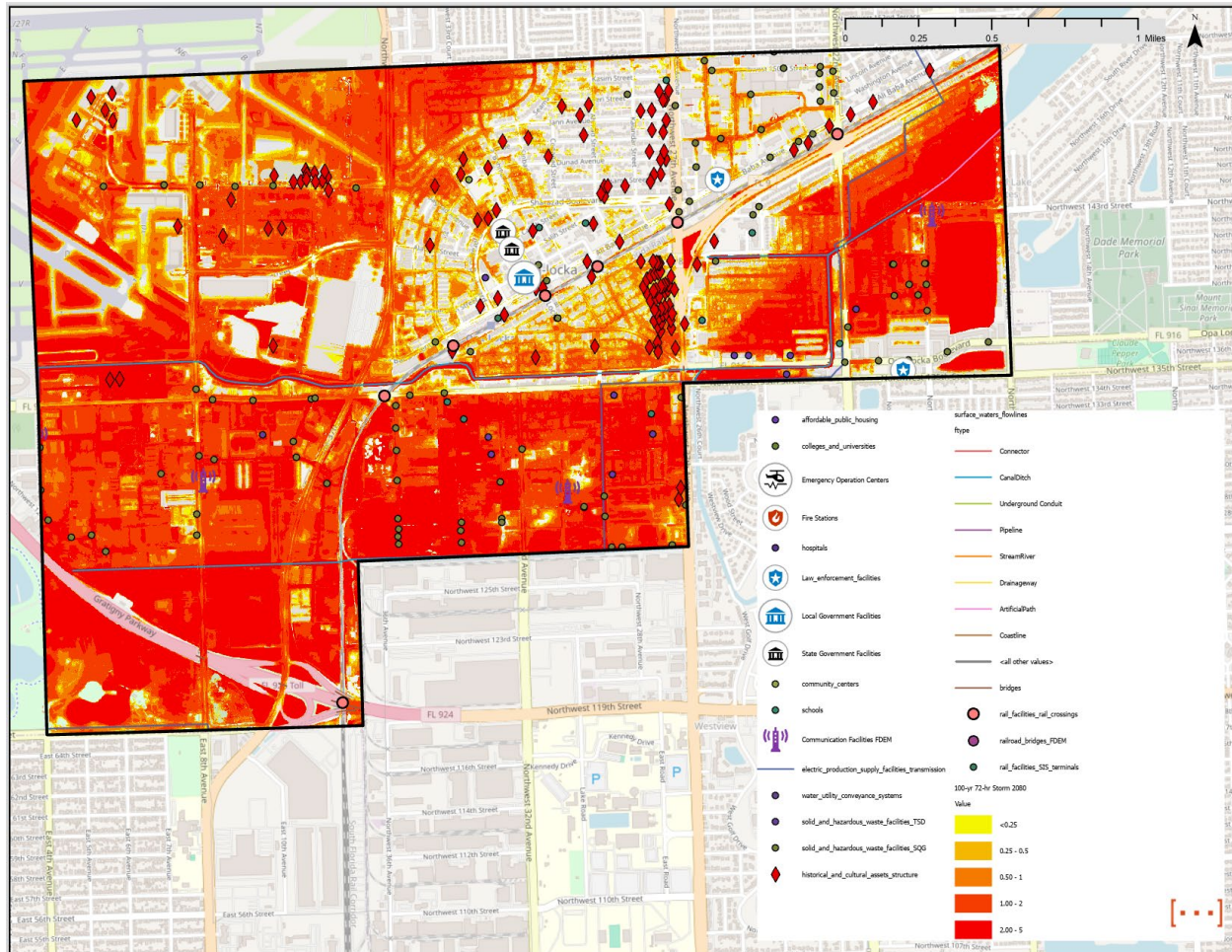


Figure 2 : An example of Previous Analysis of Flood Depth and Critical Facilities Performed by GIT Consulting for the Development of FEMA's Non-Regulatory Products (Flood Risk Map and Flood Risk Database) for Watersheds C-8 and C-9 for the 100-yr Design Event for Year 2080 (+4 ft SLR)

Figure 1 and Figure 2 were based on analyzing the flood events using Fema's HAZUS Software which determines the flood risks for selected events and provides a geodatabase with critical facilities for Florida (<https://www.fema.gov/flood-maps/products-tools/hausz>).

In essence, GIT Consulting will assume a pivotal role in the comprehensive undertaking of gathering, analyzing, and documenting the requisite data for conducting a thorough Vulnerability Assessment. Through their meticulous approach, steadfast adherence to standards, and proactive identification and resolution of data gaps, GIT Consulting ensures the integrity and comprehensiveness of the assessment process, thereby facilitating well-informed decision-making and the formulation of effective risk mitigation strategies.

4.1.4 Task 4: Public Presentation and Outreach Meetings

GIT Consulting will conduct two meetings to present the VA results to local governing boards, technical committees, or relevant officials. These meetings aim to share the VA findings and solicit feedback for the planning process. Additionally, they provide an avenue for the public to offer community-specific input on analysis results and reconsider methodologies for refinement.

During these meetings, GIT Consulting will facilitate exercises to encourage public input on prioritizing focus areas of flooding and critical assets. Clear criteria will be established to guide the public's input for selecting these focus areas, crucial for later development of adaptation strategies and projects.

To ensure the success of these meetings, GIT Consulting will handle all aspects of organization and preparation. This includes preparing meeting agendas detailing location, date, and time, and compiling sign-in sheets to record attendee names and affiliations.

GIT Consulting will also create and distribute all necessary materials, including presentations, graphics, social media notifications, and invitations. These materials will enhance understanding and engagement among attendees, ensuring informative and inclusive meetings.

As part of their deliverables, GIT Consulting will provide copies of presentations and any relevant materials distributed at the meeting. They will also offer access to meeting recordings if available. A comprehensive summary report will be compiled, documenting attendee input and meeting outcomes, including defining focus areas recommended by the community.

- Meeting agendas detailing location, date, and time
- Meeting sign-in sheets with attendee names and affiliations
- Copies of presentations and distributed materials
- Access to meeting recordings if available
- Summary report documenting attendee input and meeting outcomes, including defined focus areas recommended by the community

4.1.5 Task 5: Final Critical Infrastructure Vulnerability Assessment Adaptation and Resiliency Plan (VAAR) Report, Maps and Tables

GIT Consulting will finalize the Vulnerability Assessment and Adaptation Report (VAAR) in accordance with the stipulations outlined in Section 380.093, F.S., and informed by public outreach efforts. The VAAR will encapsulate all findings from the exposure and sensitivity analyses, along with a comprehensive summary of identified risks. It will also feature a detailed list of critical and regionally significant assets impacted by flooding and sea-level rise, specifying the flood scenarios affecting each asset.

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

In adherence to the Resilient Florida Program's GIS Data Standards, GIT Consulting will ensure that GIS files and associated metadata meet the requisite criteria. Raw data sources will be meticulously documented within the associated metadata to ensure transparency and traceability.

Deliverables from GIT Consulting will include:

1. Final VAAR Report: Providing detailed results and conclusions, including illustrative maps and tables, based on the statutory scenarios and standards specified in Section 380.093, F.S.
2. Final List of Critical and Regionally Significant Assets: Prioritized by area or immediate need, and specifying the flood scenarios impacting each asset.
3. Electronic Mapping Data: All geospatial data used to illustrate flooding and sea level rise impacts identified in the VAAR, provided in electronic file format along with GIS metadata.
4. Ranking List of Capital Projects: Included with the final report, featuring preliminary designs/layouts and cost estimates for implementation as part of the adaptation and resiliency plan.
5. Signed Vulnerability Assessment Compliance Checklist Certification.

GIT Consulting will ensure that these deliverables are comprehensive, accurate, and in full compliance with regulatory standards.

4.2 Management & Organizational Structure

Successful delivery for this continuing services contract requires a team that has expertise to deliver any type of project, meet all expectations – City of Opa-Locka (the “City”) and City’s residents, and deliver under any schedule required! Our Team, comprised of GIT, KCI, and Quest, possesses the expertise required for successful project delivery. We have a proven track record of completing diverse projects across Florida, spanning from large-scale mega projects to intricate water quality analyses, roadway reconstructions, and bicycle/pedestrian facility projects. Our proficiency extends to performing designs using multiple standards and processes tailored to each client. Employing a variety of delivery methods, we consistently meet all schedule and budget requirements.

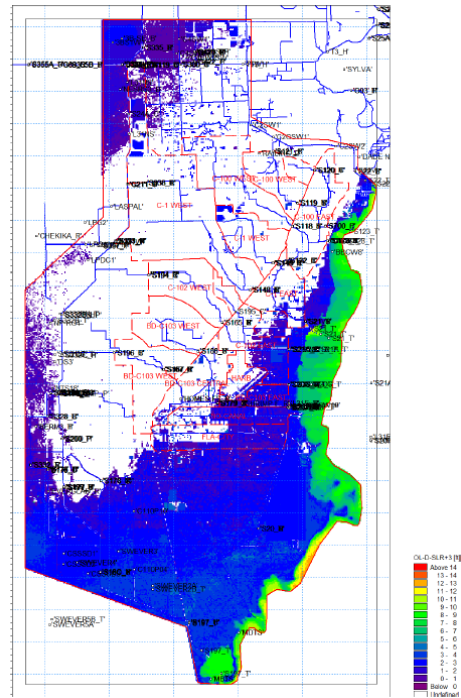
What distinguishes our team is our exceptional agility – we are highly responsive to your needs. We possess the flexibility to tailor our delivery approach to fulfill both technical and non-technical requirements. Our ability to swiftly "pivot" in response to changing conditions, coupled with access to our extensive pool of resources, enables us to meet even the most stringent schedule commitments. Additionally, our team embraces innovation, consistently seeking opportunities to push the boundaries of engineering-based problem-solving.

4.2.1 Work Order Management

The GIT Team is organized around a single point of contact for project management – Georgio Tachiev, PhD, PE. As Principal, Georgio has responsibility for resource management for all our projects throughout Florida. His outlook, insights, and understanding of appropriate design were largely shaped by his 35 years of global experience, and where he developed a reputation for getting the job done. The GIT team has built a solid track record by taking on and successfully completing an extensive range of civil services for infrastructure projects. Our expertise spans civil infrastructure including roadways, pedestrian access, stormwater drainage, sewer systems, utilities, access roads, parking facilities, grading, sidewalks, as well as the design and construction of bridges, tunnels, culverts, retaining walls, and connection ramp structures. In addition to these offerings, our Team provides specialized services in traffic planning and signalization, maintenance and protection of traffic engineering, and comprehensive permitting support.

All initial requests of The City will be directed to Georgio Tachiev, who is based in Miami-Dade County. In collaboration with The City of Opa-Locka, Georgio will define the scope and schedule for any potential assignment. We take pride in our commitment to responsiveness, addressing all requests promptly and systematically. Recognizing the importance of timely and efficient communication, our team is dedicated to ensuring clear and effective dialogue throughout the entire project lifecycle.

Through a seamless collaboration, Georgio and the team will assess and strategically allocate the most fitting staff resources and sub consultants. Their overarching objective is to craft a comprehensive scope of work and a proposed budget that ensures the successful and efficient completion of the assigned task. This unified approach ensures a meticulous and well-coordinated response customized to meet the distinctive requirements of each project.



Flood Protection Level of Service for SFWMD, Completed 2022. Alternative with Sea Level Rise Scenario +3ft

4.2.2 Coordinating and Expediting Project Elements to meet schedules without Sacrificing Quality

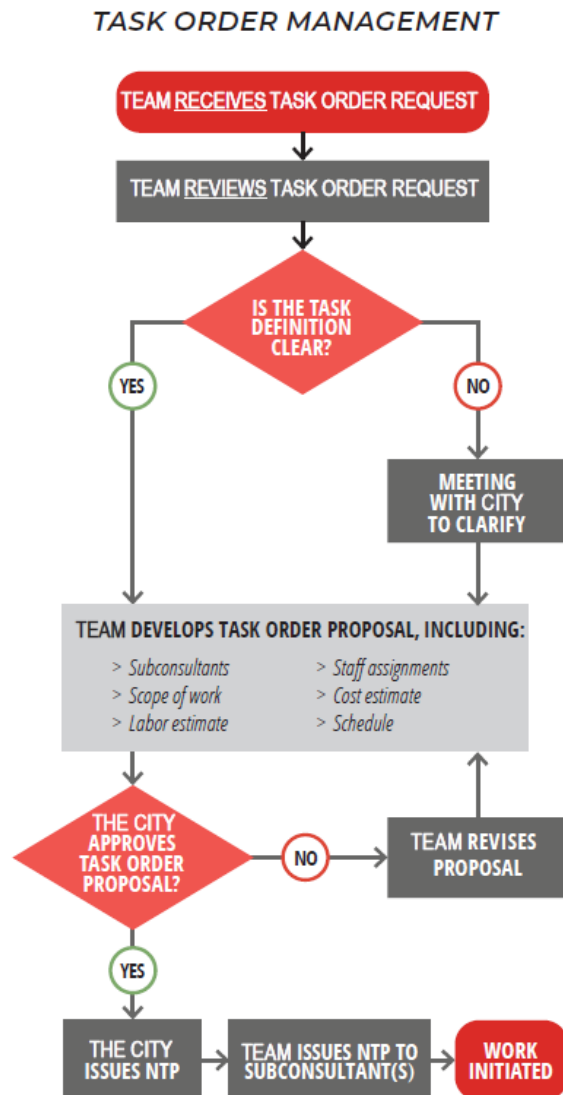
Partnering with The City is a strong component of successful project delivery, and we will work with City's staff to incorporate the needs and goals of stakeholders in development discussions. The City can depend on us to deliver high-quality products and provide exceptional cost-effective services within a schedule, the way The City requires them delivered.

Our team possesses an in-depth understanding of the manuals, standards, and guidelines relevant to the Miami-Dade County and the State of Florida, including analysis of critical infrastructure which have been completed by the Team for Miami-Dade County and also for the US Virgin Islands.

We recognize the critical elements that influence projects and schedules, playing a pivotal role in coordinating multi-discipline projects and achieving delivery goals. These elements include:

- Submittal Milestones – complete understanding of timelines.
- Data Management - establishing project criteria early and conducting the appropriate level of work up front to justify exceptions and provide the information necessary for approval.
- Public Outreach commitment to adhere to Florida Statute 380.093 (F.S.), which underscores the importance of vulnerability assessments and resiliency planning in our community. As part of this initiative, the GIT Team will work with stakeholders in shaping the future of our city by providing valuable input and insights into the project's resilience efforts.

By having a complete understanding of the processes and associated timelines involved in projects, activities are thoroughly scheduled from the onset, improving the project success. Combined with carefully controlling project activities using proven project management tools, such as Primavera scheduling, earned value analysis, and good old communication, GIT nimbly



coordinates the many moving parts of a project and meets all delivery schedules without compromising quality.

4.2.3 Organizational Chart and Qualifications of the Proposed Staff

The qualifications of the Proposed Staff are provided following the next section:

To meet these diverse challenges and fully address the needs of your program, we bring a powerful and proven partnership between GIT, KCI and Quest - **three highly qualified firms**, made up of exceptional team members with a long history of successfully completing projects with similar requirements and challenges on-time and on-budget.

The Team's Organizational Chart is provided in Figure 1.

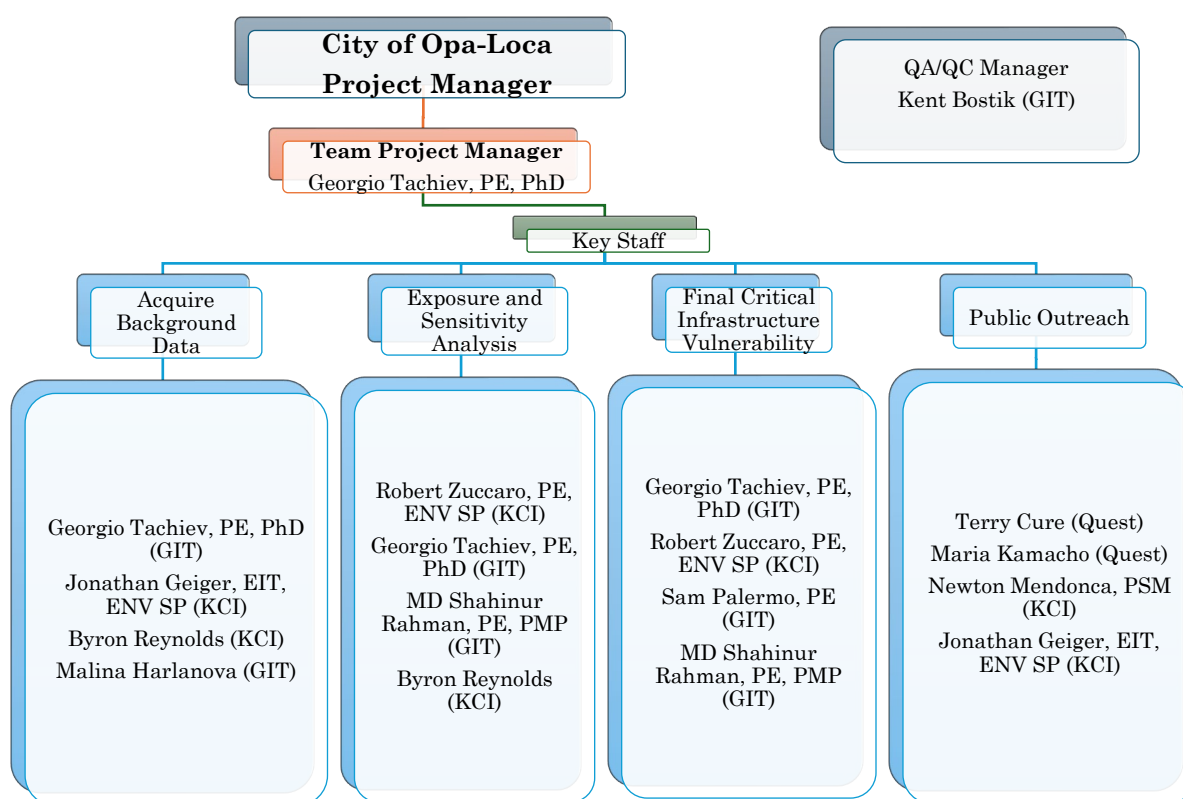


Figure 1 Team Organizational Chart

Our Approach starts with strong Leadership. Georgio Tachiev, PE, PhD, will lead the project as the Project Manager and main contact person. Georgio will closely collaborate with our management and engineering team to ensure smooth project execution. We also have ample resources to support local staff as needed, tailored to your specific needs. Effective leadership depends on dedicated and skilled resources. Our GIT Team includes local professionals with access to a

diverse pool of engineering, architectural, and construction experts. We've already assembled a team of consultants ready to tackle your project's challenges and requirements.

The proposed personnel, their relevant experience and responsibilities in this project are summarized below.

Georgio Tachiev, PE, PhD has over 30 years of experience in civil engineering, water resources, hydrology and water quality, civil and environmental engineering. He is experienced in management of civil, water and environmental engineering projects, and in all phases of engineering design, technical reviews, quality control, and reporting. His expertise includes projects related to unique and challenging GIS problems, flood protection, water resources engineering, and the development of TMDL modeling tools. Georgio has more than 40 peer review publications in the areas of civil engineering water resources, hydrology and numerical modeling. Georgio is the co-author of the Light Imprint Handbook: Integrating Sustainability and Community Design. The book provides a toolkit for stormwater management which reduces civil infrastructure costs using natural drainage, green engineering infrastructure and filtration practices, employed collectively at the scales of the sector, the neighborhood and the block. Georgio has been the lead and the Engineer on Record for the most recent update of Miami-Dade County's Stormwater Master Plan and for the development of the most recent updates of Miami-Dade County's Flood Criteria, Miami-Dade County's Water Control Map (<https://www.miamidade.gov/environment/water-control-and-flood-criteria.asp>). Furthermore, Georgio provided updates of the FEMA's non-regulatory products for watershed C-8 and C-9 (The City of Opa-Locka is within these watersheds) including the Flood Risk Map, Flood Risk Database, and Flood Risk Reports which include analysis of Critical Facilities within these watersheds for FEMA's Design events. For this project Georgio will provide:

- Project Management
- Task Lead of Acquire Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability

MD Shahinur Rahman, PE, PMP (GIT Consulting LLC) With over twenty years of project engineering experience, Mr. Rahman excels in communicating complex concepts clearly, tailoring his message to diverse audiences. He possesses strong leadership skills, adept at supervising, motivating, and evaluating personnel to maximize productivity and customer satisfaction. Experienced in problem-solving and project management, he consistently meets deadlines and goals. Proficient in various software including AutoCAD/LDD, MicroStation, and Primavera P6, he has contributed to notable projects such as the Miami-Dade Stormwater Master Plan Update and Flamingo Park development in Sunrise, Florida. His expertise in civil engineering design and permit compliance ensures the successful execution of projects in accordance with industry standards and regulations. For this project MD Shahinur will provide:

- Task Lead of Acquire Background Data

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- Task Lead of Exposure and Sensitivity Analysis
- Task Lead of Critical Infrastructure Vulnerability Analysis

Kent Bostick (GIT Consulting LLC) has more than 40 years as a professional groundwater hydrologist, consultant, project manager, and technical group leader. He is a specialist in quantitative groundwater hydrology with expertise in unsaturated zone hydrology and solute transport and QA/QC lead of diverse set of infrastructure project. He also has expertise in groundwater resource development, testing and design of well fields, and dewatering systems. Throughout his career he has served as a consultant to the U.S. Department of Energy (DOE), U.S. Department of Defense, U.S. Forest Service, U.S. Environmental Protection Agency (USEPA), and La Empresa Nacional de Residuos Radiactivos, (ENRESA) in Spain. Major career accomplishments include preparation of and approval for licensing documents for the construction of Waste Isolation Pilot Plant (WIPP) in Carlsbad, NM, successful cleanup and licensing of uranium tailings sites. He is recognized internationally for his work in uranium tailings remediation. He will be a QA/QC manager of project deliverables. For this project Kent will provide:

- Support for the QA/QC process.

Malina Harlanova (GIT Consulting LLC) Dedicated and experienced professional with a comprehensive background in project management and civil engineering. Skilled in all phases of construction project execution, ensuring adherence to safety regulations, permitting, and contract documentation. Proficient in design software such as Revit, CIVIL 3D, ARC MAP, ARC PRO, and QGIS. Possesses strong leadership abilities and excels in technical calculations, civil engineering design, and report preparation. For this project Malina will provide:

- Support for Acquiring Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability Analysis

Mr. Palermo (GIT Consulting LLC) brings over two decades of experience in the Comprehensive Everglades Restoration Plan, specializing in critical infrastructure projects for the South Florida Water Management District and U.S. Army Corps of Engineers (USACE). His expertise encompasses various roles including resident engineer, project management, design management, and construction management. His proficiency extends to construction cost estimating, program planning, and ensuring quality assurance and control throughout projects. He specializes in large-scale infrastructure such as dams, reservoirs, pump stations, federal levees, spillways, culverts, and coastal structures across south Florida. With detailed knowledge of SFWMD infrastructure and standard design specifications, he navigates technical review procedures and ensures adherence to construction quality standards. Additionally, Mr. Palermo actively contributes to the American Water Resources Association, Florida Section, as a Board Member. For this project Sam will provide:

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- Support for Acquiring Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability Analysis

Mr. Zuccaro (KCI Technologies Inc) brings over four decades of extensive experience in engineering projects, spanning planning, design, permitting, construction phase services, and final certifications. His expertise encompasses various sectors including land development, transportation, and environmental projects. As a seasoned project manager, Mr. Zuccaro has successfully overseen a diverse portfolio of projects for both governmental and private sector clients. His responsibilities have included supervising the design, planning, platting, surveying, permitting, specifications, contract administration, construction observation, record drawings, and final certifications across a range of infrastructure projects. These projects include medical facilities, airports, roadways, water and sewer systems, lift and pump stations, sewage treatment plants, and marinas. For this project Mr Zuccaro will provide:

- Support for Acquiring Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability ANalysis

Mr. Geiger's (KCI Technologies Inc) professional journey began in Virginia, where he served as a civil project engineer for two years, specializing in ground improvement services and utility design. In 2017, he returned to Florida and joined the KCI team. Since then, he has contributed his expertise as an engineer-in-training to various private and government projects in Broward County. His roles have involved civil site and utilities design, navigating permitting processes at both state and local levels, and providing construction phase services. Proficient in AutoCAD, Mr. Geiger's hands-on experience in construction has deepened his comprehension of the engineer-contractor relationship, enhancing his overall skill set. For this project Mr Geiger will provide support for mapping and GIS analysis and support for the outreach program, support of Acquire Background Data, Support for Exposure and Sensitivity Analysis, support for Critical Infrastructure Vulnerability analysis

Mr. Reynolds (KCI Technologies Inc) brings extensive leadership experience to diverse teams across design and construction projects. With a collaborative approach, he effectively engages colleagues, consultants, and stakeholders to achieve project objectives with precision, cost efficiency, and timeliness. His background includes over six years in the private sector, focusing on commercial development projects. During this time, he acquired expertise in building and infrastructure planning, including roads and underground systems. His responsibilities encompassed preparing construction and environmental compliance documents, developing grading plans, cost estimates, and bid specifications, as well as providing construction oversight, environmental sampling, and site reconnaissance. Mr. Reynolds excels in translating conceptual designs into detailed engineering documentation, employing standard processes and codes of practice to ensure accuracy and compliance. For this project Mr Reynolds will provide:

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

- Support for Acquire Background Data
- Support for Exposure and Sensitivity Analysis
- Support for Critical Infrastructure Vulnerability

Mr. Hoyle (KCI Technologies Inc) brings over twenty years of expertise as a project surveyor in Florida, specializing in a wide range of surveying tasks. His proficiency spans transmission line route surveys, easement preparation, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Hoyle is well-versed in cutting-edge software and equipment, including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software. For this project Mr Hoyle will provide support for mapping and GIS analysis.

Mr. Mendonca (KCI Technologies Inc) is a seasoned project surveyor with extensive experience spanning two decades, including five years in Florida and over 20 years in Brazil. His expertise covers a broad spectrum of surveying tasks, ranging from roadway design surveys and right-of-way control mapping to boundary and topographic surveys, tunnel surveys, construction layout, and geodetic control surveys. Mr. Mendonca is proficient in conducting ALTA/NSPS surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. He is adept at utilizing the latest cutting-edge software and equipment, such as AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software. For this project Mr Mendonca will provide support for mapping and GIS analysis and support for the outreach program.

Mr. Bridwell (KCI Technologies Inc) is a proficient survey technician with extensive experience in surveying and mapping across Florida. Holding certification as a remote pilot, he brings expertise in a wide range of surveying activities, including transmission line route surveys, easement preparation, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, bathymetric surveys, as-built surveys, 3D modeling, LiDAR scanning, and UAS (Unmanned Aerial System) flights. Mr. Bridwell is well-versed in utilizing the latest cutting-edge software and equipment, such as AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and LiDAR technology. For this project Mr. Mendonca will provide support for mapping and GIS analysis:

Terry Cure (Quest) is an Executive Vice President is responsible for monitoring departmental operations, cultivating customer relationships, developing strategic goals and identifying business opportunities that optimize performance, drive revenues and achieve profitability goals. For this project Mrs. Cure will develop an outreach program:

4.3 Team Workload

GIT Consulting, as the prime proposer for RFP NO: 24-0513200, is committed to providing a comprehensive understanding of our current workload and how this project aligns with our ongoing and anticipated commitments.

A. Current Workload:

GIT is currently engaged in a diverse range of projects across multiple disciplines, including civil engineering, construction/project management, and stormwater drainage engineering. Our workload is balanced, and our team is actively managing ongoing assignments with a focus on delivering high-quality results within specified timelines.

B. Fit with the Current and Expected Workload:

RFP NO: 24-0513200 is well-aligned with GIT's expertise and existing workload. The project's scope complements our ongoing commitments, and we have the capacity to dedicate the necessary resources to ensure its success. Our team is adept at managing concurrent projects and possesses the capability to integrate RFP NO: 24-0513200 seamlessly into our workflow.

C. Similar Current Assignments:

As the prime proposer, GIT Consulting is currently involved in various similar assignments, both under contract and those selected but pending execution. Our portfolio includes projects in stormwater drainage engineering, where we are implementing sustainable solutions for effective water management. Additionally, our transportation and traffic engineering, civil engineering and construction/project management teams are actively engaged in projects with comparable scopes, showcasing our proficiency in delivering successful outcomes.

List of Similar Current Assignments which illustrate GIT's ongoing commitment to projects similar in nature to RFP NO: 24-0513200 and highlight our ability to manage concurrent assignments successfully:

We are confident that our experienced team and streamlined project management processes position us as the ideal prime proposer for this project, ensuring its seamless integration into our current and expected workload: GIT is under contract for Miami-Dade County's Stormwater Master Plan Update for Various Hydrologic Basins, System-Wide Groundwater Elevation Updates, and System-Wide Stormwater Quality Updates. The project will be completed within 12 months after a Notice to Proceed.

5 Tab 5 – Experience and Qualifications

Our Team consists of GIT Consulting LLC (GIT) as the prime contractor, KCI Technologies, Inc (KCI) and Quest Corporation of America LLC (Quest) as subcontractors. The Team strategically assembled a collective of top-tier firms, each distinguished for their expertise in diverse disciplines, ensuring a thorough and successful execution of the project workscope. Our team members boast an extensive track record of successfully navigating complex projects, establishing a resilient leadership core that adeptly guides both long-term strategies and day-to-day operations. This experienced and stable leadership is instrumental in steering the course toward continued success.

This collaborative approach ensures that each facet of the project benefits from the specialized expertise of our esteemed team members, promising a successful and integrated solution for RFP NO: 24-0513200.

5.1 Prime Firm Description and subcontractors

5.1.1 GIT Consulting LLC

GIT was established in 2007 and is based in Miami-Dade County, is a Professional Engineering Company registered in the State of Florida. Specializing in Civil and Environmental Engineering design and consulting services, the firm supports the entire engineering cycle of land development, regional watershed management, hydrology, and GIS mapping services. Recognized as a Small Business Enterprise (SBE) in Miami-Dade County and the South Florida Water Management District (SFWMD), GIT focuses on sustainability throughout its services to achieve low infrastructure costs while maintaining high environmental performance.

GIT has a leadership role in addressing flood extent and duration through advanced numerical modeling tailored for clients such as the South Florida Water Management District (SFWMD), Miami-Dade County, USA Corps of Engineers, and various municipalities. Leveraging cutting-edge techniques, GIT conducts comprehensive analysis to assess the vulnerability of civil infrastructure projects to Sea Level Rise (SLR) and climate change impacts. By collaborating closely with entities like SFWMD, Miami-Dade County, and the USA Corps of Engineers, we have contributed to the development of resilient solutions that enhance the region's capacity to withstand the challenges posed by rising sea levels and evolving climatic conditions. Through our commitment to innovation and collaboration, we empower our clients to make informed decisions and implement adaptive strategies in the face of changing environmental dynamics.

The company's offerings range from feasibility studies to design alternatives, incorporating both traditional and innovative technologies for the built environment. Sustainability is a guiding principle in every step, with goals of reducing infrastructure costs, promoting energy and land conservation, minimizing waste and pollution, and protecting biodiversity. GIT Consulting specializes in civil and environmental engineering, stormwater drainage, water distribution and

collection systems, and groundwater control and dewatering. The optimization methodologies applied ensure minimal surface runoff, maximum recharge, and the lowest infrastructure costs for each design alternative.

GIT's expertise includes watershed and stormwater management covers planning, assessment, design, permitting, and program management. The diverse staff enables flexibility in developing, prioritizing, and implementing capital improvement programs to address client needs. The firm's environmental and water resources engineering services include developing models for catchments, estuaries, tidal marshes, and coastal systems, as well as regional watershed modeling.

The company addresses water quality through the development of management programs, including Total Maximum Daily Load (TMDL) and Best Management Programs (BMP) to reduce environmental impact. GIT also provides customized applications for land use, watershed, and hydrology, utilizing geostatistical analysis and GIS data processing. Automation of data processing through Python scripting and programming, along with the development of GIS-based tools for spatial and temporal analysis of environmental changes, further showcases GIT's commitment to innovative and sustainable engineering solutions.

5.1.2 KCI Technologies, Inc

Founded in 1955, KCI is a 100-percent employee- owned engineering, consulting and construction firm serving clients throughout the United States. Today, our roughly 2,100+ employee-owners operate out of more than 60+ offices in 18 states, as well as the District of Columbia. With revenues of approximately \$467 million in 2023, the Engineering News-Record has consistently placed KCI among the top consulting engineering firms in the country.

KCI's professional staff of engineers, planners, scientists, surveyors, and construction managers offer a broad range of engineering services, including wireless/communications infrastructure, civil, structural, transportation, environmental, hazardous waste, mechanical, electrical, telecommunications, and soils. We also provide cultural and environmental resource management services, land planning and landscape architecture, geology, hydrology, ecology, surveying, and construction management and inspection.

All of KCI's service lines are supported by a team of CADD (Computer-Aided Drafting and Design) designers, GIS (geographic information systems) experts, and database analysts, programmers, and technicians, as well as state- of-the-art computer, field, and lab equipment. KCI's computer network supports the firm's core production systems, including CADD, GIS, three-dimensional visualization/animation tools, document processing and desktop publishing, and project management. The firm's integrated approach to automating design, drafting, documentation, and presentation minimizes costs, facilitates coordination among engineering disciplines, and expedites the production of high- quality products.

At KCI, the team applies knowledge, determination and skill to create a more interconnected, livable world—a society that connects us not only to our clients, but to each other. Reward is found in prosperity, resilience, growth and success for our clients, our communities and our employee-owners. Ownership is key. Our employees are both professionally and personally invested in the success of our projects, our clients and our company.

5.1.3 Quest Corporation of America LLC

Quest will provide support for the public outreach task. Quest maintains a reputation for providing high-quality, professional creative products and strategic communications services to various state departments, federal and municipal agencies, and to some of the largest engineering and construction companies throughout the United States. Owned and operated by partners Sharlene Lairscey and Jessica Francois, Quest is licensed and minority-certified (DBE/MBE/WBE) to serve nationally.

Quest is dedicated to advocating, promoting, and recognizing excellence in government through communications. Whether a municipality needs a public information officer, speechwriter, web master, social media expert, or any other role that advances the message of the corresponding agency or organization, Quest partners with the agency and helps navigating the public affairs network unique to each community and overcome challenges along the way.

5.2 Qualification of the Firms

The qualifications of each firm are provided in this section:

State of Florida

Department of State

I certify from the records of this office that GIT CONSULTING LLC is a limited liability company organized under the laws of the State of Florida, filed on September 28, 2007, effective September 28, 2007.

The document number of this limited liability company is L07000099350.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 7, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2024*




Secretary of State

Tracking Number: 6633309066CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L07000099350

Entity Name: GIT CONSULTING LLC

Current Principal Place of Business:

2665 SOUTH BAYSHORE DRIVE
SUITE 220
COCONUT GROVE, FL 33133

Current Mailing Address:

465 BRICKELL AVENUE, APT 3906
MIAMI, FL 33131 US

FEI Number: 65-1319891

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RUDOLPH, JASON SESQ
10800 BISCAYNE BLVD
BAYSHORE EXECUTIVE PLAZA, SUITE 800
MIAMI, FL 33161 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name TACHIEV, GEORGIO
Address 614 ALEDO AVE
City-State-Zip: CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GEORGIO I TACHIEV

PRESIDENT

01/07/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

9/25/23, 9:50 AM

DBPR - GIT CONSULTING LLC; Doing Business As: GIT CONSULTING LLC, Engineering Business Registry

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

9:50:39 AM 9/25/2023

Licensee Information

Name:	GIT CONSULTING LLC (Primary Name)
	GIT CONSULTING LLC (DBA Name)
Main Address:	2665 BAYSHORE DR SUITE 220 COCONUT GROVE Florida 33133
County:	DADE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35526
Status:	Current
Licensure Date:	10/15/2021
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=A69DCDAFE30DDF28C1C628F8882C4A60>

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Internal Services Department Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

October 3, 2020

Georgio Tachiev
GIT CONSULTING LLC
2665 S. Bayshore Drive, Suite 220
Coconut Grove, FL 33133

Approval Date: September 30, 2020 - Small Business Enterprise - Goods & Services (SBE-G&S)

Expiration Date: September 30, 2023

Dear Georgio Tachiev,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Goods & Services (SBE-G&S). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, September 30, 2021. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <http://www.miamidade.gov/smallbusiness/certification-lists.asp>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING

NIGP 918: CONSULTING SERVICES

NIGP 91800: CONSULTING SERVICES

NIGP 91843: ENVIRONMENTAL CONSULTING

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Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Internal Services Department Small Business Development

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

October 3, 2020

Georgio Tachiev
GIT CONSULTING LLC
2665 S. Bayshore Drive, Suite 220
Coconut Grove, FL 33133

Approval Date: September 30, 2020 - Small Business Enterprise - Architectural & Engineering (SBE-A&E)

Expiration Date: September 30, 2023

Dear Georgio Tachiev,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Architectural & Engineering (SBE-A&E). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, September 30, 2021. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <http://www.miamidade.gov/smallbusiness/certification-lists.asp>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Claudious Thompson, Section Chief
Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 10-01: STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10-05: CONTAMINATION ASSESSMENT AND MONITORING
MDC-TCC 10-09: WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT
MDC-TCC 16: GENERAL CIVIL ENGINEERING
NAICS 541.330: ENGINEERING SERVICES

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

1/7/24, 12:41 PM

Pre-Qualification Certificate - Returning Vendor Self-Service Portal



Miami-Dade County Internal Services Department Architecture/Engineering (A/E) Pre-Qualification Certificate

This certificate is hereby
issued to:

GIT CONSULTING LLC
2665 S. Bayshore Dr, Coconut Grove, FL 33133

Approval Date: 10/18/2023

Expiration Date: 09/30/2024

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certification of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: <http://www.miamidade.gov/internalservices/prequalification-certification.asp>
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County

https://www.miamidade.gov/Apps/ISD/Vendor/TechnicalCertification/PQC_PrintCertificate

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 16, 2023

REGISTERED VENDOR NO.: 118487

Georgio Tachiev, President
GIT Consulting, LLC
2665 S. Bayshore Dr., Suite 220
Coconut Grove, FL 33133

CERTIFICATION EFFECTIVE DATE:
June 16, 2023

CERTIFICATION EXPIRATION DATE:
June 16, 2026

Dear Mr. Tachiev:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering and Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Dollar".

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

4/18/24, 11:37 AM

B2Gnow

Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME **GIT CONSULTING LLC**

OWNER **Mr. Georgio Tachiev**

ADDRESS **3150 S.W. 38th Ave, Suite 1303**
Miami, FL 33146 [\[map\]](#)

PHONE **305-632-9386**

FAX **305-200-0168**

EMAIL GEORGIO@GITCONSULTING.NET

Certification Information

CERTIFYING AGENCY **Miami-Dade County**

CERTIFICATION TYPE **SBE-A&E - Small Business Enterprise - Architectural & Engineering**

CERTIFIED BUSINESS DESCRIPTION **ENGINEERING SERVICES**

Commodity Codes

Code	Description
MDC-TCC 06-01	WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 10-01	STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10-05	CONTAMINATION ASSESSMENT AND MONITORING
MDC-TCC 10-09	WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT
MDC-TCC 16	GENERAL CIVIL ENGINEERING
NAICS 541330	Engineering services

Additional Information

TIER **A&E - Tier 1: 3 Yr. AGR \$0 up to \$500,000.00**

<https://mdcsbd.gob2g.com>

1/1

4/18/24, 11:37 AM

B2Gnow

Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME	GIT CONSULTING LLC
OWNER	Mr. Georgio Tachiev
ADDRESS	3150 S.W. 38th Ave, Suite 1303 Miami, FL 33146 [map]
PHONE	305-632-9386
FAX	305-200-0168
EMAIL	GEORGIO@GITCONSULTING.NET

Certification Information

CERTIFYING AGENCY	Miami-Dade County
CERTIFICATION TYPE	SBE-G&S - Small Business Enterprise - Goods & Services
CERTIFIED BUSINESS DESCRIPTION	ENGINEERING SERVICES

Commodity Codes

Code	Description
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 918	Consulting Services
NIGP 91800	CONSULTING SERVICES
NIGP 91843	Environmental Consulting

Additional Information

TIER	Goods & Services - Tier 1: 3 Yr. AGR \$0 up to \$750,000.00
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<https://mdcsbd.gob2g.com>

1/1

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

1/7/24, 12:41 PM

Technical Certificate - Returning Vendor Self-Service Portal

 Miami-Dade County Internal Services Department Statement of Technical Certification Categories			
Firm: GIT CONSULTING LLC 2665 S. Bayshore Dr, Suite 220, Coconut Grove, FL 33133			
Code	Category Description	Approval Date	Expiration Date
6.01	WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	09/21/2022	09/30/2024
10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	09/21/2022	09/30/2024
10.05	ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING	09/21/2022	09/30/2024
10.09	ENVIRONMENTAL ENGINEERING - WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT	09/21/2022	09/30/2024
16.00	GENERAL CIVIL ENGINEERING	09/21/2022	09/30/2024
Approved By Technical Certification Committee Miami-Dade County			

https://www.miamidade.gov/Apps/ISD/Vendor/TechnicalCertification/TC_PrintCertificate

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State of Florida

Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

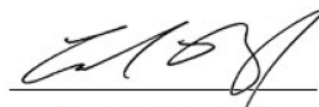
The document number of this corporation is P23975.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 29, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2024*




Secretary of State

Tracking Number: 3136789272CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 1, 2023

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

SUBJECT: Professional Surveyor and Mapper License # LS6769

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS6769

Professional Surveyor and Mapper
BENJAMIN B HOYLE

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6769**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Department of Business
& Professional Regulation

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List Search](#)

LICENSEE DETAILS

10:09:32 AM 3/27/2024

Licensee Information

Name:	KCI TECHNOLOGIES, INC. (Primary Name)
Main Address:	936 RIDGEBROOK ROAD SPARKS Maryland 21152
County:	OUT OF STATE
License Location:	4041 CRESCENT PARK DRIVE RIVERVIEW FL 33578
County:	HILLSBOROUGH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4898
Status:	Current
Licensure Date:	01/11/1988
Expires:	

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)[View License Complaint](#)

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

April 11, 2023

KCI TECHNOLOGIES INC
936 RIDGEBROOK RD
SPARKS, MD 21152-9390

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB6901

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6901**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

KCI TECHNOLOGIES INC
936 RIDGEBROOK RD
SPARKS, MD 21152-9390

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

5.3 Project Staff Resumes

GIT Consulting LLC, 3150 SW 38th Ave, Suite 1303, Miami FL 33146
phone 305-632-9386, fax 305-200-0168, email georgio@gitconsulting.net

Georgio Tachiev, PhD, PE

Principal GIT Consulting, LLC



Summary

Georgio has 30 years of experience in Civil and Environmental Engineering, Water Resources, Stormwater Management, Hydrology, Water Quality, Stormwater management including: Development of complex numerical models for analysis of environmental and water resources management solutions, remediation strategies and risk management, Spatial analysis using GIS technologies, statistical processing software (SAS, MATLAB), Civil and Environmental Engineering, management and operation of environmental and water resources, groundwater modelling, water distribution and collection systems, development and implementation of GIS technologies, and water quality modeling analysis and modeling..

Education

PHD	1998	Vanderbilt University	Water Resources and Environmental Engineering
MSC	1997	Vanderbilt University	Chemical Engineering
BSC	1988	VIAS Sofia/Bulgaria	Civil Engineering

Licenses/Certification

Professional Engineer	State of Florida
Project Management Certificate	Florida International University
Princeton Remediation Course	Princeton Groundwater Inc

Selected Projects

Year/Firm/Position	Duties and Responsibilities
Flood Protection Level of Service of South Miami-Dade County. Client SFWMD/Kimley Horn Associates, 2020-2022	Lead Model Developer
Flood Protection Level of Service of C-111 watersheds in South Miami-Dade County. Client SFWMD/SFEC, 2021-2023	Lead Model Developer
(2017-2020): Update of Stormwater Master Plans for Miami Dade County. Client Miami-Dade County	Principal Engineer and Lead Model Developer
2020-2023 Miami-Dade County System-Wide Stormwater Quality Updates	Principal Engineer
(2018): Groundwater Modeling of Plants with Coal Combustion Residuals (CCR): Tennessee Valley Authority	Hydrologic Modeler
(2017-2019): Climate Change Adaptation Planning Assessment and Implementation for the US Virgin Islands. Client: University of West Indies	Lead Hydrologic and Hydrodynamic Model Developer
(2015) Implementation of Stormwater Master Plan (SWMP). Clients: Village of Key Biscayne (VKB), EAC Consulting Inc	Hydrologic Modeler
(2014-2015) Groundwater Modeling for L-8 FEB, Clients: SFWMD/Gannett Fleming	Lead Model Developer

Georgio Tachiev PE PHD



Principal GIT Consulting, LLC

MD SHAHINUR RAHMAN, PE, PMP

GIT CONSULTING LLC

Civil/ Transportation Engineer

EDUCATION

- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Florida PE No. 80669
- California PE No. 75093

SOFTWARE SKILLS

- AutoCAD, MicroStation
- HEC-1, HEC-2, HEC-HMS
- HEC-RAS, WATPRO, SWMM
- TR-20, TR-55
- ArcMap, Arc Info
- STORMCAD, Water CAD, EPANet

PROFESSIONAL TRAINING

- FDOT Specification
- Project Management Institute (PMI)
- ICPR Software Training
- Professional Liability Training
- Advanced MOT Certification

KEY EXPERIENCE

- Site Development
- Stormwater Management System Design
- Roadway and Signal Design

SUMMARY OF EXPERIENCE

Mr. Rahman has over twenty (20) years of Project engineering experience. Effectively able to communicate complicated concepts in an understandable manner, matching the message to the audience. Experienced in supervision, training, motivation and evaluation of personnel. Skilled in finding problems and performing necessary change through project management or other methods. Maximize resources to achieve customer satisfaction and increased productivity, meet deadlines and goals. Implement and coordinate both strategic and tactical plans to enhance performance. Adept and experienced in problem solving and providing solutions. Excellent qualifications in leadership and interpersonal communications. Persuasive, with ability to communicate effectively with culturally diverse audience. Public speaking and executive management briefing experience. Computer skills include AutoCAD/LDD, MicroStation, ICPR, ASAD, HE-RAS, XP-SWMM, CORSIM, VISSIM, TRANSYT 7, Synchro, HCS, CUBE, GEOPAK, and Primavera P6.

SAMPLE PROJECTS

MIAMI-DADE STORMWATER MASTER PLAN UPDATE, MIAMI-DADE, FL: Mr. MD worked on updating the Miami-Dade County Stormwater Master Plan Model created by XP-SWMM. The tasks involved updating drainage basin C-1, C-2, C-7 and C-100. Task included all culverts, canal cross sections, land use, updating ground water information. Validated the model through calibration with SFWMD DBHYDO data. Update the boundary conditions by considering future water elevation rise in the ocean. Produced flood map for different storm events for different future years. Produced mitigation plan to reduce flood effect in the future year.

FLAMINGO PARK, CITY OF SUNRISE, FL: SSN Engineering had provided Civil Engineering Design services for the 22 acres of Flamingo Park located at the City of Sunrise, Florida. The project scope included modified parking layout, add additional parking, regrading existing entire parking lot (150 spots) to make ADA compatible, Add ADA access route to all facilities, Modified existing parking lot access route by AUTOTURN analysis, new pavement design for loading trucks, construction of new community center, covered basketball courts, soccer field restoration, and new splash pad with all amenities, site utilities and drainage improvements throughout the park. SSN has worked as EOR for all Civil engineering and had worked closely with the design architect and landscape architect to layout the site elements around the park. The services included design, applicable permits, and construction per local, County, State and other applicable standards, rules and laws. Prepared contract drawings performed a detailed quantity takeoff, prepared General and Technical Specifications, prepared final opinion of probable cost, responded to RFIs, conducted site visit, and resolved field issues.

CIVIC CENTER IMPROVEMENT, CITY OF SUNRISE, FL: SSN Engineering had provided Civil Engineering Design services for the Parking lot, Civic Center, Athletic Club & Gymnasium Addition, located at the City of Sunrise, Florida. The scope included construction of new parking lot, add additional classification parking spots (ADA, baby stroller and Hybrid/Electrical Car parking), Add Electrical car charging stations, community center, Fire truck access route redesign, adjust parking count based on uses of the facility's, covered basketball courts, soccer field restoration. The services included design, applicable permits and construction per local, County, State and other applicable standards, rules and laws.

MD SHAHINUR RAHMAN, PE, PMP

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Samuel Palermo II, P.E. FL 70130

GIT Consulting, LLC



*BS Environmental Resources Engineering
2003; SUNY ESF, Syracuse, NY AS
Engineering Science, 2001; FLCC,
Canandaigua, NY
Professional Engineer – FL; 70130
Certified Contractor Quality Management for USACE;
American Society of Civil Engineers; American Water Resources Association Board Member;*

Mr. Palermo has over 21 years of experience in water resources engineering directly related to the Comprehensive Everglades Restoration Plan. His experience is comprised of many critical infrastructure projects in support of the South Florida Water Management District and U.S. Army Corps of Engineers (USACE). He is proficient in a wide range of functions including resident engineer, project management, design management, construction management, construction cost estimating and program planning. His specialty and area of expertise is of projects involving large-scale dams, reservoirs, pump stations, federal levees, spillways, gated structures, culverts, hydraulic and mechanical dredging, coastal structures and conveyance systems throughout south Florida. He has detailed knowledge of the SFWMD infrastructure, standard design specifications, design criteria memorandums, technical review procedures, project formulation and construction quality assurance and quality control procedures. He is also an active Board Member of the American Water Resources Association, Florida Section.

2021-2023 USACE S-355W Spillway Design, SAI and USACE

Design Task Manager and Project Manager; Provided Project Management required to furnish all necessary services, surveys, field investigations, geotechnical, environmental, utility, real estate, construction cost estimates, CFD modeling, studies, and coordination with SFWMD and FDOT, as required to create detailed engineering and design products, development of optimized project features, preparation of a design documentation report(DDR), construction contract plans, and contract technical specifications.

2020-2023 SFWMD – Dispersed Water Management El Maximo Ranch Designer Engineer of Record; providing Engineering support for the design report, plans and specifications and engineering during construction for a Dispersed Water Management System (DWS) on EL Maximo Ranch in Osceola County, FL.

2022-2023 USACE – Rio Puerto Nuevo RPN Contract 4B and Contract 5; San Juan, Puerto Rico Design Engineer providing Engineering support for the Independent Peer Review of the MOT and Civil Design for the Intermediate, Final and Prefinal design report, plans and specifications for the RPN Project. The Channal Walls, Bridges and infrastructure to be impacted consists of utilities, siphon crossing, water mains, Electrical and Telecommunication connections to facilitate the widening of the RPN Channel utilizing drilled shaft walls.

2021-2023 Development of Dewatering Plans for C-23 & 24 A2 STA, Kiewit and USACE Dewatering Engineer: Developed dewatering plans for 18 structures (including spillways, pump stations and culverts).

2021-2022 Development of Dewatering Plans for C-139 Annex, Client: Ranger Construction and SFWMD Dewatering Engineer: Developed dewatering plans for 3 structures (including spillways, pump stations and culverts).

2020-2023 Development of Dewatering Plans for A2 STA in West Palm Beach, Client: Phillip and Jordan and SFWMD Dewatering Engineer: Developed dewatering plans for 22 structures (including spillways, pump stations and culverts).

2018-2020 USACE – Rio Puerto Nuevo RPN Contract 2B and Contract 2DE; San Juan, Puerto Rico Design Engineer providing Engineering support for the scoping, assignment, preliminary design report, plans and specifications for the RPN 2B Roosevelt Bridge and 2DE Walls.

2018-2020 C-139 FEB & Pump Station Design South Florida Water Management District, Hendry County, Florida Project Engineer

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

GIT Consulting LLC, 3150 SW 38TH Ave Suite 1303, Miami, FL 33146
786-602-0610 | mht@gitconsulting.net

MALINA HARLANOVA-

PROJECT ENGINEER

SUMMARY

Dedicated professional committed to team and project success, responsible and experienced in all phases of management and contract execution of construction projects. Design of civil engineering projects using Revit, CIVIL 3D, ARC MAP, ARC PRO, QGIS.

KEY COMPETENCIES AND SKILLS

- | | |
|-----------------------------------|---------------------------------------|
| ▪ Budget Management | ▪ Cost estimating |
| ▪ Project Management | ▪ Technical Calculations |
| ▪ Team Leadership | ▪ Site inspection and reviews |
| ▪ Schedule Management | ▪ Civil Engineering Design |
| ▪ Construction Management | ▪ Development of engineering drawings |
| ▪ Report preparation | ▪ Decision-making skills |
| ▪ Contract review and preparation | ▪ Excellent communication skills |

EDUCATION

2022 MBA	CITI BUSINESS SCHOOL, MOSCOW, RUSSIA (ON-LINE)
2010 BA INTERNATIONAL RELATIONS	INTERNATIONAL ACADEMY OF BUSINESS AND MANAGEMENT, MOSCOW, RUSSIA
2009 BS CIVIL ENGINEERING	MOSCOW STATE CIVIL ENGINEERING UNIVERSITY, MOSCOW, RUSSIA
2014 CAD PROFESSIONAL CERTIFICATE	MOSCOW STATE CIVIL ENGINEERING UNIVERSITY, MOSCOW, RUSSIA

EMPLOYMENT

2017-PRESENT - PROJECT ENGINEER	GIT CONSULTING LLC
Provide Environmental Auditing, Construction Management and Environmental Monitoring support for projects within South Florida. Ensure compliance with contract documentations, safety regulations, and permitting. Review construction documents.	
2009-2014 CONSTRUCTION ADMINISTRATOR	MONOLITH SMP
Provide construction administration for residential construction projects in Moscow and St. Petersburg. Develop civil engineering drawings for site development, sewer, water supply and drainage. Compile invoices, analyze financial performance of projects, develop schedules, monitor execution of existing contracts, develop team assignments, prepare progress reports.	

SELECTED PROJECTS

- 2017-2020 – Refurbishment of Structures S72 and S75, SFWMD** – Development of design documentation, and construction drawings. P
- 2014-2016 - Environmental Monitoring for Culverts Repairs for STA1W for the US Army Corps of Engineers**, – Provided environmental monitoring services for a construction project which consisted of 4-year construction activities on a 6,000-acre site in West Palm Beach, Florida. A
- 2015 - Integrated Civil Engineering and Environmental Services, Valle El Angel Urban Planning Project in San Salvador, El Salvador** Supported development of civil and environmental feasibility plans for 1000 acres project in the city of San Salvador, El Salvador
- 2015 - Water Level and Water Quality Data Collection for L8FEB Groundwater Modeling for SFWMD** –

MALINA HARLANOVA

1

PROJECT ENGINEER



Robert Zuccaro, PE, ENV SP

Senior Engineer

EXPERIENCE

43 years

EDUCATION

BS / Civil Engineering /
Clarkson University

REGISTRATIONS/ CERTIFICATIONS

- PE / FL / 17931 / 1998
- Aegion Cured-in-Place Solutions Certificate
- Envision Sustainability Professional (ENV SP)
- FDEP/FSESCI Stormwater Erosion & Sed Ctrl Insp
- OSHA HAZWOPER 40-Hour Course
- OSHA HAZWOPER 8-Hour Refresher Course
- Project Manager Certification

Mr. Zuccaro has over four decades of experience on a wide range of successful engineering projects by providing planning, design, permitting, construction phase services, and final certifications. His experience is in land development, transportation, and environmental projects. Mr. Zuccaro has been a project manager for a wide range of governmental and private sector clients. He has supervised the design, planning, platting, surveying, permitting, specifications, contract administration, construction observation, record drawings, final certifications for medical facilities, airports, roadways, water and sewer systems, lift and pump stations, sewage treatment plants, and marinas.

PROJECT EXPERIENCE

Coconut Creek Commerce Center, including STOF - Pipe Upgrading from Lake 7 to the SE Control Structure - Coconut Creek, FL. [Project Manager.](#)

This was a design of pipe upgrading to increase the pipe sizing from Lake 7 to the control structure at the SE corner of the site at Sample and Banks Road intersection and the ultimate removal of the control structure to reduce flooding of the north portion of the site. The current direction to the south was to be an interim measure and has existed for over 20 years. Therefore, these improvements were deemed necessary by the STOF. Mr. Zuccaro was the project manager for the design of pipe upgrading to increase the pipe sizing from Lake 7 to the control structure at the southeast corner of the site at Sample and Banks Road intersection and the ultimate removal of the control structure to reduce flooding of the north portion of the site. The current direction to the south was to be an interim measure and has existed for over 20 years. Therefore, these improvements were deemed necessary by the STOF.

Gold Coast Plat Property Owners Association, Inc Gold Coast Plat Master Drainage Design / 63-Acre Master Drainage Improvements - Pompano Beach, FL. [Project Manager.](#)

KCI provided stormwater modeling of seven different properties that compose the 63-acre Gold Coast Plat to submit to Broward County-EPGMD and SFWMD. The KCI team addressed the maximum allowable discharge from the storage lake into the county canal. Flooding of North Andrews Avenue and stage storage levels of

parking lots, as well as perimeter berms and finished floor elevations for all seven properties within the Gold Coast Plat Master Drainage System, were also addressed. ICPR Version 4 was used to model the system and submit it for SWM License Modification. Mr. Zuccaro was the project manager for the proposed project.

Design Center of the Americas, Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage - Dania Beach, FL. [Project Manager.](#)

KCI performed civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings, and signage. Drainage required the backbone drainage system SWM license modification with Broward County - EPGMD / SFWMD. Mr. Zuccaro was the project manager for the civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings and signage. Redesigned the main entry alignment and area obtained from FDOT land swap converted to additional at-grade parking. Drainage required the backbone drainage system obtain a SWM License modification with Broward County - EPGMD/SFWMD.



Jonathan Geiger, EIT, ENV SP Project Engineer

EXPERIENCE

9 years

EDUCATION

BS / Civil Engineering /
University of Central Florida

REGISTRATIONS/ CERTIFICATIONS

- EIT / FL / 1100018738
- Envision Sustainability Professional (ENV SP)

Mr. Geiger worked in Virginia for two years as a civil project engineer for firms that provided ground improvement services and utility design before moving back to Florida and joining the KCI team in 2017. He has worked as an engineer-in-training on both private and government projects in Broward County that have involved civil site and utilities design, permitting at both the state and local levels, and construction phase services. Mr. Geiger is experienced with AutoCAD and has experience working in the field of construction, furthering his understanding of the engineer-contractor relationship.

PROJECT EXPERIENCE

City of Parkland, Terramar Park - Parkland, FL. [Project Engineer.](#)

KCI provided improvements associated with the current multi-use fields. The scope of work included re-configuring the existing fields, demolishing an existing baseball field (including dugouts and fencing), regrading sidewalks and walkways that were ADA compliant, upgrading field lighting to current standards, reconfiguring the irrigation system, adding new fencing, regrading, placing new sod, and providing drainage improvements to retrofit the new field layouts.

Stormwater permitting was required, and submittals through Pine Tree WCD and SFWMD required modifications to existing permits. Working closely with the City's Parks and Recreation department, Mr. Geiger assisted in the preliminary geometric layouts of the proposed fields, prepared the final site plans, demolition plans, and paving, grading, and drainage plans, assisted with the on-site drainage analysis, permitting, cost estimation and scheduling, and coordinated with subconsultants to provide the sight lighting and amenities. He also coordinated and ran bi-weekly construction meetings and assisted in the project close out and final certifications.

Design Center of the Americas, Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage - Dania Beach, FL. [Project Engineer.](#)

KCI performed civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings, and signage. KCI also redesigned the main entry alignment and the area obtained by FDOT land swap converted to additional at-grade parking. Drainage required the backbone drainage system SWM license modification with Broward County - EPGMD / SFWMD.

City of Boca Raton, Hillsboro El Rio Park, Phase II - Boca Raton, FL. [Project Engineer.](#)

KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The Park features include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Due to the site's historical and past uses as a landfill, redevelopment required stormwater permitting through FDEP. ICPR Version 4 was used to model the Master Drainage System. Stormwater permitting submittals through FDEP were required, as was coordination with ACOE for wetland determination. Mr. Geiger prepared the conceptual and final design plans for paving, grading, drainage, water and sewer services, pavement marking and signage, stormwater pollution prevention, and fire access. Mr. Geiger was also involved with permitting efforts at both the local and state level, assisted with the on-site drainage modeling, and investigatory efforts to mitigate runoff contamination from the C&D and MSW contaminated soils. During the construction phase, Mr. Geiger performed periodic site visits and inspections for project permit compliance and certification for close-out on behalf of the Engineer of Record.



Byron Reynolds Engineering Designer

EXPERIENCE

10 years

EDUCATION

BS / Civil Engineering /
Florida A&M University

Mr. Reynolds has led diverse teams in various design and construction projects, effectively collaborating with colleagues, consultants, and key stakeholders to accomplish all project goals in an accurate, cost-effective, and timely manner. Before joining KCI, Mr. Reynolds spent over six years in the private sector working on commercial development projects, gaining experience with the building and planning of buildings, roads, and underground systems while concurrently preparing construction and environmental compliance documents; developing grading plans, cost estimates, and bid specifications; and providing construction oversight, environmental sampling, and site reconnaissance. Mr. Reynolds has the innate capacity to interpret and translate conceptual designs into detailed

engineering documentation, including drawings and calculations, through the application of standard processes and codes of practice.

PROJECT EXPERIENCE

Butters SA, LLC, Butters Stormwater Master Drainage - Pompano Beach, FL. [Project Designer.](#)

KCI will modify the current ICPR4 model for the entire 69.3-acre Gold Coast Plat, inputting the new site characteristics for the Wave Garden parcel as indicated on the new Conceptual Site Plan 28 prepared by HIM Architecture, provided to KCI by the Client. The model will assume that the O'Connor parcel will be excavated to the full 80-acre lake surface area and 1.6-acres of lake bank per the 1989 master permit. Subsequent to re-running the model, KCI will analyze the data and compare impacts on all properties within the Gold Coast Plat (including Broward County's N. Andrews right-of-way and portion of NE 15 Street). The analysis will include assessing impacts on drainage structures, pavement elevations, flow rates through the water control structure, finished floors, and perimeter berms for 10-year, 25-year, and 100-year rainfall events for compliance with the current master permit.

Gold Coast Plat Property Owners Association, Inc., Gold Coast Plat Master Drainage Design / 63-Acre Master Drainage Improvements - Pompano Beach, FL. [Project Engineer.](#)

KCI provided stormwater modeling of seven different properties that compose the 63-acre Gold Coast Plat to submit to Broward County-EPGMD and SFWMD. The KCI team addressed maximum allowable discharge from the storage lake into the county canal. Flooding of North Andrews Avenue and stage storage levels of parking lots, as well as perimeter berms and finished floor elevations for all seven properties within the Gold Coast Plat Master Drainage System were also addressed. ICPR Version 4 was used to model the system and submit for a SWM License Modification.

City of Fort Myers, Edgewood Neighborhood Drainage - Fort Myers, FL. [Project Designer.](#)

KCI Technologies, Inc. was tasked by the City of Ft. Myers to provide 3D LiDAR, surveying, and mapping, along with Subsurface Utility Engineering (SUE), on an approximately 500-acre site for the use of modeling the existing stormwater conditions and drainage system. This included over 14 miles of roadways and canals. Services included setting horizontal and vertical control throughout the project, establishing 14 miles of right-of-way limits, as-builts of over 500 drainage utility structures, and mapping all features within 10 feet of the right-of-way.



Benjamin Hoyle, PSM

Survey Manager

EXPERIENCE

24 years

EDUCATION

BS / Engineering
Technology / University of
Central Florida

REGISTRATIONS/ CERTIFICATIONS

- PSM / FL / LS6769 / 2009
- CSXT Roadway Worker Protection Contractor Safety
- Fall Protection in Construction
- First Aid Trained
- Monitoring of Traffic Safety
- OSHA 30-Hour Training

Mr. Hoyle is a project surveyor with over two decades of experience throughout the state of Florida. His experience includes transmission line route surveys, preparation of easements via sketch and legal description, ALTA/NSPS surveys, boundary surveys, construction layout, topographic surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Hoyle has experience in today's newest state-of-the-art software and equipment including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software.

PROJECT EXPERIENCE

City of Fort Myers, Edgewood Neighborhood Drainage - Fort Myers, FL. [Project Surveyor.](#)

KCI Technologies, Inc. was tasked by the City of Ft. Myers to provide 3D LiDAR, surveying, and mapping, along with Subsurface Utility Engineering (SUE), on an approximately 500-acre site for the use of modeling the existing stormwater conditions and drainage system. This included over 14 miles of roadways and canals. Services included setting horizontal and vertical control throughout the project, establishing 14 miles of right-of-way limits, as-builts of over 500 drainage utility structures, and mapping all features within 10 feet of the right-of-way.

Design Center of the Americas, Le Meridien Hotel/ Design Center of America (DCOTA) - Paving, Grading and Drainage - Dania Beach, FL. [Project Manager.](#)

KCI performed civil design improvements and permitting associated with the hotel renovations and site improvements for the new hotel owners. Work included paving, grading and drainage, pavement markings, and signage. KCI also redesigned the main entry alignment, and the area obtained by the FDOT land swap was converted to additional at-grade parking. Drainage required the backbone drainage system SWM license modification with Broward County -

EPGMD / SFWMD. As survey project manager, Mr. Hoyle led the survey team on an ALTA/NSPS land title survey of the subject property. Services included the location of above-ground permanent improvements such as buildings, asphalt, concrete, fences, surface features of utilities, and review of title search reports, as well as the preparation of a FEMA Flood Elevation Certificate.

Village of Key Biscayne, Master Island Survey - Key Biscayne, FL. [Project Manager.](#)

KCI provided surveying and mapping services for this project that involves mapping all publicly-owned ROW. KCI set survey control on 24 miles of roadway and mapped it with mobile, aerial, and terrestrial LiDAR 3D laser scanners. KCI also established the finished floor elevation of every building in the Village, more than 1,600 structures.

Village of Key Biscayne, Professional Survey Services for Stormwater Utility and Right-of-Way Improvements - Miami-Dade County, FL. [Project Manager.](#)

KCI has been tasked by the Village of Key Biscayne Public Works Department to map all the public right of way and up to the face of all building with road frontage. KCI is applying resource of our mobile and terrestrial 3D LiDAR scanner, and supplementing data with aerial LiDAR provided by our subconsultant, Settimo Consulting Services, Inc. (SCS). KCI is to set survey control on 24 miles of roadway and map it all with the mobile, aerial, and terrestrial LiDAR 3D laser scanners. KCI is to establish the right-of-way along the roadways.



Newton Mendonca, PSM

Project Surveyor

EXPERIENCE

25 years

EDUCATION

BS / Surveying /
Pirassununga University of
Surveying Engineering

REGISTRATIONS/ CERTIFICATIONS

■ PSM / FL / LS7490 /
2023

Mr. Mendonca is a licensed project surveyor with five years of experience throughout Florida and over 20 years of experience in Brazil. His experience includes roadway design surveys, right-of-way control mapping, boundary and topographic surveys, tunnel surveys, construction layout and geodetic control surveys, ALTA/NSPS surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Mendonca is skilled in today's newest state-of-the-art software and equipment, including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software.

PROJECT EXPERIENCE

Town of Surfside, Surfside Underground Utilities Phase II - Surfside, FL. [Project Surveyor.](#)

The Town of Surfside requested KCI to prepare a topographic survey and determine the right-of-way of an alleyway that is situated between Collins Avenue and Harding Avenue, located between 94th Street and 96th Street, to determine town right-of-way location and prepare a maintenance right-of-way map to be recorded with Miami-Dade County. The topographic features are being used by engineers and others for design purposes and re-location of above ground utilities to be moved underground. All survey work was performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Charlotte County, Rotonda MSBU Bridge 014113 - Port Charlotte, FL. [Project Surveyor.](#)

The KCI team worked on designing services for the Rotonda MSBU bridge. Mr. Mendonca serves as the project surveyor supervising the use of 3D LiDAR scanning, horizontal and vertical control, topographic mapping, and the modeling and drafting of plan and profile bridge structural components to be used by the engineers for their analysis and design.

Florida Department of Transportation District Four, SR 817/University Drive from Southgate Boulevard to Ramblewood Drive - Broward County, FL. [Project Surveyor.](#)

KCI provided LiDAR scanning on this 1.5-mile resurfacing and widening project, along with mapping approximately 1,000 feet underwater through a large drainage canal. Services included as-builts of all drainage structures and cross sections, the establishment of horizontal and vertical control (primary and secondary) with corresponding project control sheets, and mapping the alignment and right-of-way using existing records.

Florida Department of Transportation District Four, SR 870/Commercial Boulevard from University Drive to Powerline Road - Fort Lauderdale, FL. [Project Surveyor.](#)

This ITS project included the establishment of horizontal and vertical control, with corresponding project control sheets. A topographic survey of the areas between the edge of the pavement to the right-of-way was obtained throughout this 6.5-mile route. Alignment and right-of-way were established from existing records throughout the entire length of the project.



Newton Mendonca, PSM

Project Surveyor

EXPERIENCE

25 years

EDUCATION

BS / Surveying /
Pirassununga University of
Surveying Engineering

REGISTRATIONS/ CERTIFICATIONS

■ PSM / FL / LS7490 /
2023

Mr. Mendonca is a licensed project surveyor with five years of experience throughout Florida and over 20 years of experience in Brazil. His experience includes roadway design surveys, right-of-way control mapping, boundary and topographic surveys, tunnel surveys, construction layout and geodetic control surveys, ALTA/NSPS surveys, hydrographic surveys, bathymetric surveys, as-built surveys, and 3D modeling. Mr. Mendonca is skilled in today's newest state-of-the-art software and equipment, including AutoCAD, TDS collection, dual-frequency/survey-grade GPS, and terrestrial LiDAR scanning equipment and software.

PROJECT EXPERIENCE

Town of Surfside, Surfside Underground Utilities Phase II - Surfside, FL. [Project Surveyor.](#)

The Town of Surfside requested KCI to prepare a topographic survey and determine the right-of-way of an alleyway that is situated between Collins Avenue and Harding Avenue, located between 94th Street and 96th Street, to determine town right-of-way location and prepare a maintenance right-of-way map to be recorded with Miami-Dade County. The topographic features are being used by engineers and others for design purposes and re-location of above ground utilities to be moved underground. All survey work was performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Charlotte County, Rotonda MSBU Bridge 014113 - Port Charlotte, FL. [Project Surveyor.](#)

The KCI team worked on designing services for the Rotonda MSBU bridge. Mr. Mendonca serves as the project surveyor supervising the use of 3D LiDAR scanning, horizontal and vertical control, topographic mapping, and the modeling and drafting of plan and profile bridge structural components to be used by the engineers for their analysis and design.

Florida Department of Transportation District Four, SR 817/University Drive from Southgate Boulevard to Ramblewood Drive - Broward County, FL. [Project Surveyor.](#)

KCI provided LiDAR scanning on this 1.5-mile resurfacing and widening project, along with mapping approximately 1,000 feet underwater through a large drainage canal. Services included as-builts of all drainage structures and cross sections, the establishment of horizontal and vertical control (primary and secondary) with corresponding project control sheets, and mapping the alignment and right-of-way using existing records.

Florida Department of Transportation District Four, SR 870/Commercial Boulevard from University Drive to Powerline Road - Fort Lauderdale, FL. [Project Surveyor.](#)

This ITS project included the establishment of horizontal and vertical control, with corresponding project control sheets. A topographic survey of the areas between the edge of the pavement to the right-of-way was obtained throughout this 6.5-mile route. Alignment and right-of-way were established from existing records throughout the entire length of the project.

Terry Cure

Senior Community Outreach Specialist



Experience – 20 Years

Terry Cure is the executive vice president of Quest's south and southeast Florida operations. Ms. Cure has more than 20 years of experience as a successful business development, public outreach, public involvement, and community relations professional. Most recently, Ms. Cure served as one of Quest's leading business unit leaders and, prior, as a community relations specialist. She has relevant experience of delivering bilingual interpretation, translation, and communication services. She can interpret and translate both oral and written communication and speaks Spanish fluently. She has served as the public information specialist on infrastructure projects for clients including the Florida Department of Transportation (FDOT) and Miami-Dade Expressway Authority (MDX).

RELEVANT PROJECT EXPERIENCE

Florida Department of Transportation (FDOT) District Six, Palmetto Express Lanes

Miami-Dade County, FL (2021 - Present)

Ms. Cure serves as the project manager for public information activities for the FDOT District Six Palmetto Express Capacity Project. She provides QC for daily project updates and communication/coordination with affected stakeholders including elected officials. She oversaw the development of a communications and advertising plan and related collateral for an express lane addition.

Miami-Dade County Department of Transportation and Public Works, TransitWay

Miami-Dade County, FL (2021- Present)

Ms. Cure supports prime contractor HNTB with public involvement activities, collateral, and documentation to verify they meet state and county requirements.

Miami-Dade County Freight Village Analysis Study Countywide

Miami-Dade County, FL (2021 – Present)

Ms. Cure currently supports the prime contractor, HNTB with the Miami-Dade County Freight Village Study. This involves overseeing public involvement activities including the development and maintenance of collateral and project webpage, and stakeholder coordination and engagement.

PREVIOUS PROJECT EXPERIENCE

Miami-Dade Expressway Authority (MDX) / US 1 Express Lanes PD&E Project

Miami-Dade County, FL (2011 - 2014)

This Project Development and Environment study included improvements to the Busway and other associated roadways from SR 9336/SW 344th Street/Palm Drive to just north of SR 878/Snapper Creek at SW 80th Street. The goals of this project were to enhance transit service and improve traffic operations along the South Dade Busway, maximize usage of existing roadway capacity and existing right-of-way, mitigate congestion along US 1 corridor and traversing streets, and provide possible funding for future transit improvements. This was a 19.8-mile-long project that passes through Homestead and Florida City. Ms. Cure assisted with public outreach for this study.

Miami-Dade Expressway Authority (MDX) / Florida Department of Transportation (FDOT) District Six, Central Boulevard Widening Realignment and Service Loop Project – Construction

Miami-Dade County, FL (2009 – 2014)

Ms. Cure served as the lead public information specialist coordinating all aspects of public information with MDX, FDOT and Miami International Airport (MIA). In addition to overseeing the public information campaigns, she kept elected officials and the public updated with the project's progress.

Florida Department of Transportation (FDOT) District Six, Urban Interchange Mobility Planning Study

Miami-Dade County, FL (2017 – 2020)

Ms. Cure worked on the public involvement plan (PIP), wrote the FDOT notification letter for project advisory group (PAG) meetings to elected officials, property owners and special interest groups. She selected and confirmed PAG Meetings and prepared meeting minutes. She attended all project meetings and developed fact sheets and other public information material.

EDUCATION

- Bachelor of Science, Communications, University of Miami

Maria Camacho

Senior Community Outreach Specialist



Experience – 20 Years

Maria Camacho is a communications professional with more than two decades of experience as a writer, reporter, public relations, and marketing representative in outlets including newspaper, magazine and online including the Miami Herald and Hispanic Magazine. She is adept at developing integrated communications campaigns to promote issues, strengthen brands and grow community support. She deftly managed the simultaneous implementation and development of five safety campaigns as project manager for the Florida Department of Transportation (FDOT) District Six. Ms. Camacho also led communication initiatives as communications manager and interim vice president of marketing at Miami-Dade's official economic development organization, the Beacon Council, and she created and initiated marketing campaigns that promoted alternative modes of transportation as senior marketing manager at South Florida Commuter Services, a project of the Florida Department of Transportation.

RELEVANT PROJECT EXPERIENCE

Miami-Dade County Transportation Planning Organization (TPO), Long Range Transportation Plan

Miami-Dade County, FL (2022 – Present)

Ms. Camacho currently supports WSP with Miami-Dade County's Long Range Transportation Plan. This involves developing materials that support the plan, including a tunnel map and brochures.

Miami-Dade County Department of Transportation and Public Works, TransitWay

Miami-Dade County, FL (2021- Present)

Ms. Camacho currently supports prime contractor HNTB with public involvement overseeing activities, collateral, and documentation to verify they meet state and county requirements.

Miami-Dade County Freight Village Analysis Study Countywide

Miami-Dade County, FL (2013 – Present)

Ms. Camacho currently supports prime contractor HNTB with the Miami-Dade County Freight Village Study. This involves public involvement activities including the development and maintenance of collateral and project webpage, and stakeholder coordination and engagement.

Florida Department of Transportation (FDOT) District Six, State Road 90 SW 8 Street/7 Street PD&E

Miami-Dade County, FL (2021 – 2022)

Ms. Camacho supported the Project Development and Environment (PD&E) team with public involvement activities on this study of State Road (S.R.) 90 from S.R. 9 to Brickell Avenue. She supported planning activities for the public meeting and public hearing by updating meeting notifications and reviewing presentations. She also staffed the meeting and hearing, setting up, tearing down and greeting meeting attendees.

Florida's Turnpike Enterprise (FTE), State Road 91 Widening PD&E

Palm Beach, Martin and St. Lucie Counties, FL (2020 – 2021)

Ms. Camacho supported public involvement activities for this Project Development and Environment (PD&E) study of Florida's Turnpike from Jupiter (State Road (S.R.) 706) to Ft. Pierce (S.R. 70). The study examined the widening of Florida's Turnpike within the project limits by adding general toll lanes. Ms. Camacho is assisted with the planning activities for the hybrid public meeting.

City of Miami Beach, Capital Improvement Projects (CIP)

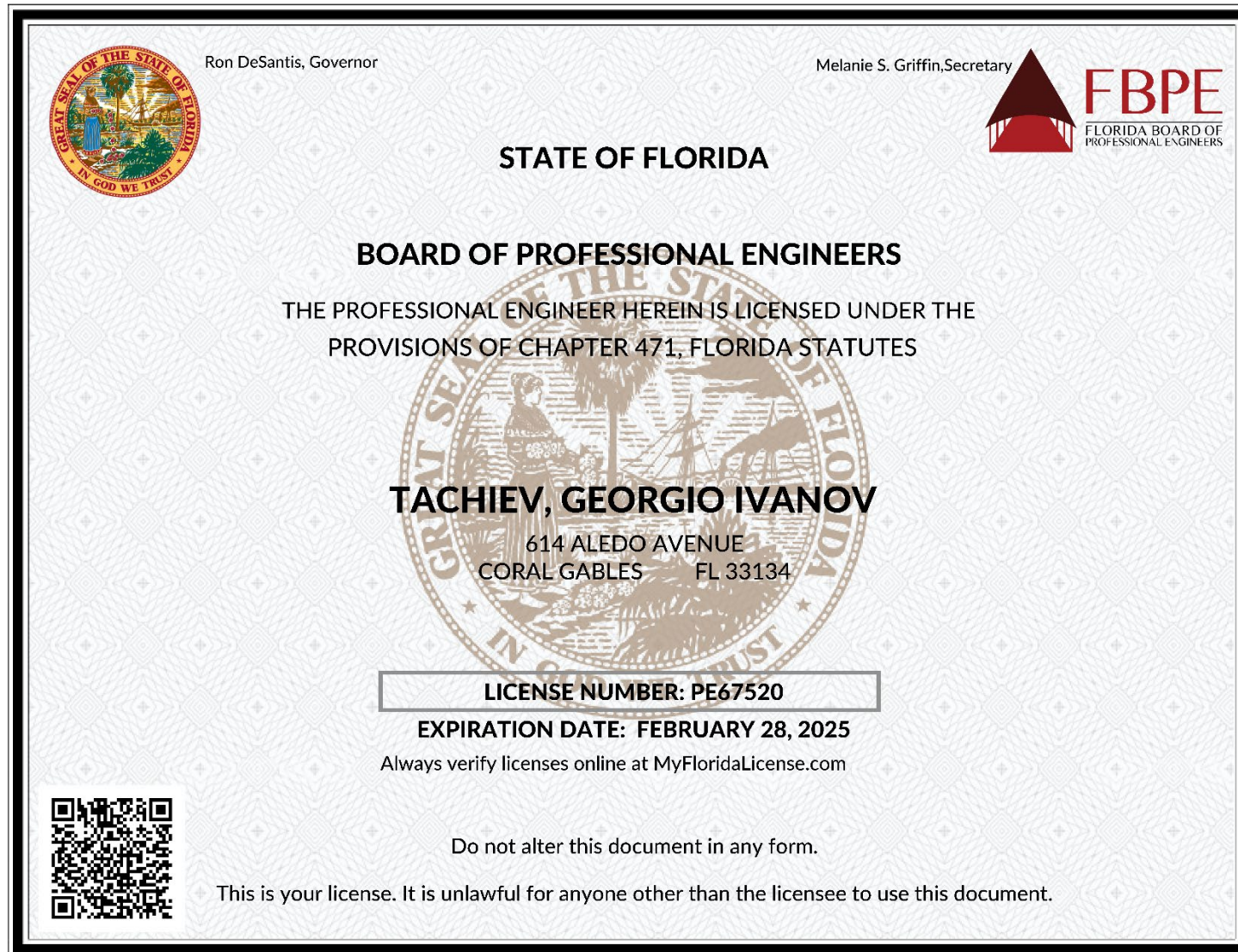
Miami Beach, FL (2016 – 2021)

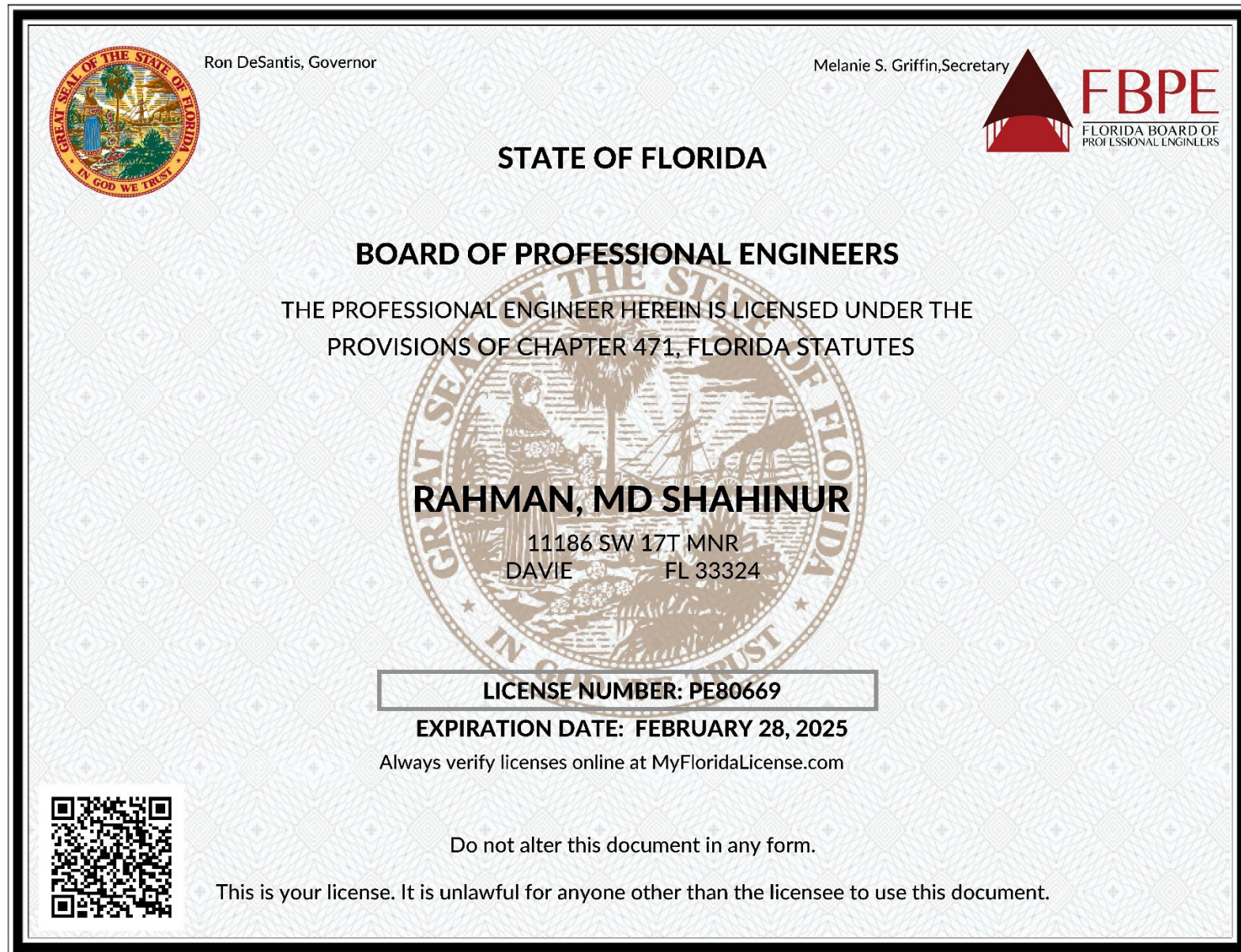
Ms. Camacho served as the Public Involvement Specialist for this contract to provide public information and involvement services on miscellaneous capital improvement and facilities projects for the City of Miami Beach. She supported public information activities on the high-profile Lincoln Road project in the City of Miami Beach and supported the Venetian Islands Capital Improvements Project. In this role, she was responsible for providing day-to-day coordination between affected stakeholders and the project teams and developing a wide array of project collaterals, including construction advisories.

EDUCATION

- Bachelor of Science, Print Journalism, Florida International University
- Associate of Arts, Print Journalism, Miami Dade College

5.4 Project Staff Certifications and Licenses







Ron DeSantis, Governor



Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PALERMO, SAMUEL II
3100 SURF WAY
RIVIERA BEACH FL 33404

LICENSE NUMBER: PE70130

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary

STATE OF FLORIDA

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LAWSON, BRYAN ROBERT
4041 CRESCENT PARK DRIVE
RIVERVIEW FL 33578

LICENSE NUMBER: PE83327

EXPIRATION DATE: FEBRUARY 28, 2025

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Melanie S. Griffin, Secretary



STATE OF FLORIDA

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ZUCCARO, ROBERT M.
10016 COUNTRY BROOK RD.
BOCA RATON FL 33428

LICENSE NUMBER: PE17931

EXPIRATION DATE: FEBRUARY 28, 2025

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JONATHAN GEIGER

ENVISION SUSTAINABILITY PROFESSIONAL

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Jul 11, 2020
Issued On

Jul 11, 2024
Valid Through


Anthony O. Kane, President and CEO
Institute for Sustainable Infrastructure

 Institute for Sustainable Infrastructure

#39226



Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HEL.PFLA(435-7352) or (850) 488-2221

March 1, 2023

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

SUBJECT: Professional Surveyor and Mapper License # LS6769

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS6769

Professional Surveyor and Mapper
BENJAMIN B HOYLE

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6769**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BENJAMIN B HOYLE
363 SW 33RD AVE
DEERFIELD BEACH, FL 33442-2359

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

June 16, 2023

NEWTON JOSE MENDONCA NETO
6800 NW 29TH AVE
FORT LAUDERDALE, FL 33309-1330

SUBJECT: Professional Surveyor and Mapper License # LS7490

Your application / renewal as a professional surveyor and mapper as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2025.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture
and Consumer Services
Board of Professional Surveyors
and Mappers

LS7490

Professional Surveyor and Mapper
NEWTON JOSE MENDONCA NETO

IS LICENSED under the provisions of Ch. 472 FS
Expiration date: February 28, 2025

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7490**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

NEWTON JOSE MENDONCA NETO
6800 NW 29TH AVE
FORT LAUDERDALE, FL 33309-1330

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

6 Tab 6 – Schedule

The project timeline is structured around five main tasks aimed at effectively assessing and addressing critical infrastructure vulnerabilities. The person responsible for providing the deliverables will be Georgio Tachiev, who is the overall principal lead of this project.

- **Task 1** involves monthly internal coordination meetings throughout the duration of the project, ensuring regular communication and alignment among team members. The deliverables include monthly videocalls or in person meetings which includes the following deliverables to be provided within 1 week after completing the monthly internal coordination meetings:
 - a) Meeting agendas to include location, date, and time of meeting
 - b) Meeting sign-in sheets with attendee names and affiliations
 - c) A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
 - d) A summary report including attendee input and meeting outcomes
- **Task 2** focuses on acquiring background data essential for conducting comprehensive analyses. The following deliverables will be provided upon task completion at the end of Month 5 after the Notice to Proceed:
 - a) A technical report to outline the data compiled and findings of the gap analysis;
 - b) A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
 - c) A GIS file with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Consultant as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.
- **Task 3** entails conducting exposure and sensitivity analyses to evaluate the potential impacts of environmental hazards on critical infrastructure. The following deliverables will be provided upon task completion at the end of Month 8 after the Notice to Proceed:
 - a) A draft VA Report that provides findings of the exposure analysis and the sensitivity analysis, and includes a visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards, and details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario;
 - b) An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset; and

- c) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.
- **Task 4** involves organizing public presentation and outreach meetings to engage stakeholders and gather community input. The following deliverables will be provided upon task completion at the end of Month 11 after the Notice to Proceed:
 - a) Meeting agendas to include location, date, and time of meeting;
 - b) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
 - c) A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.
 - d) A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
 - e) A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.
- **Task 5** encompasses the culmination of efforts with the completion of the final Critical Infrastructure Vulnerability Assessment, consolidating findings and recommendations to inform future resilience planning and decision-making. Throughout the project, careful coordination, data acquisition, analysis, stakeholder engagement, and assessment synthesis are prioritized to achieve a thorough and actionable vulnerability assessment. The following deliverables will be provided upon task completion at the end of Month 11 after the Notice to Proceed:
 - a) Final VAAR Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.;
 - b) A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
 - c) All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VAAR, to include the geospatial data in an electronic file format and GIS metadata;
 - d) A ranking list of capital projects to be included with the final report (with preliminary design and/or layout, cost estimates) for implementation as part of the adaptation and resiliency plan; and
 - e) A signed Vulnerability Assessment Compliance Checklist Certification

The schedule of tasks and deliverables is provided on the next page:

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

Schedule of Tasks and Deliverables

Project Tasks	M 01	M 02	M 03	M 04	M 05	M 06	M 07	M 08	M 09	M 10	M 11	M 12
Task 1 – Internal Coordination Meetings	Monthly Meetings and Deliverables 1a), 1b), 1c) and 1d)											
Task 2 – Acquire Background Data	Deliverables Task 2 2a), 2b) 2c)											
Task 3 – Exposure and Sensitivity Analyses	Deliverables Task 3 3a), 3b), 3c)											
Task 4 – Public Presentation and Outreach Meetings	Deliverables Task 4 4a) 4b) 4c) 4d)											
Task 5 – Final Critical Infrastructure Vulnerability Assessment	Deliverables Task 5 5a) 5b) 5c) 5d) 5e)											

7 Tab 7 – Pricing of Services

The fee basis is based on the Pricing Proposal and is summarized in the table below:

Proposed Tasks	Total
Task 1 – Internal Coordination Meetings	\$ 10,000.00
Task 2 – Acquire Background Data	\$ 30,000.00
Task 3 – Exposure and Sensitivity Analyses	\$ 70,000.00
Task 4 – Public Presentation and Outreach Meetings (English, Spanish, and Creole Required In-Person Meetings/ Presentations and/or Activities Required)	\$ 40,000.00
Task 5 – Final Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan including but not limited to Maps, Tables, and recommendations for improvements	\$ 50,000.00
Total	\$ 200,000.00

The budget breakdown for the project tasks is as follows:

- Task 1 (Internal Coordination Meetings): \$10,000.00
- Task 2 (Acquire Background Data): \$30,000.00
- Task 3 (Exposure and Sensitivity Analyses): \$70,000.00
- Task 4 (Public Presentation and Outreach Meetings): \$40,000.00
- Task 5 (Final Critical Infrastructure Vulnerability Assessment): \$50,000.00

Total Budget: \$200,000.00

The overall distribution of work among the collaborating teams is as follows:

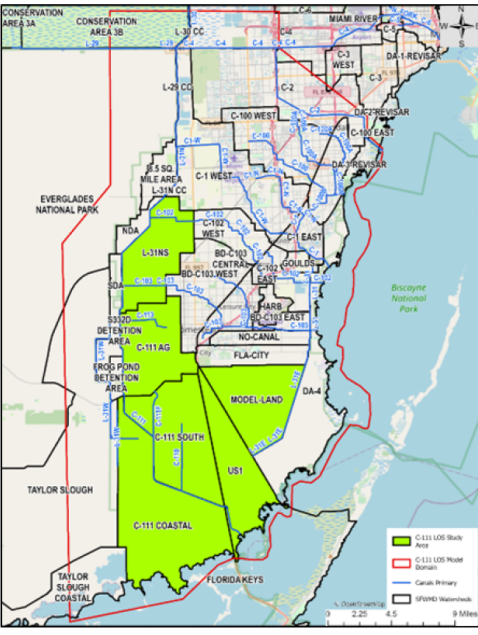
- GIT: 55%
- KCI: 25%
- Quest: 20%

This allocation reflects each team's respective expertise and responsibilities in executing the project tasks. Specifically, GIT will oversee the majority of the project work with a 55% contribution, leveraging their expertise in vulnerability assessments and resiliency planning. KCI will contribute 25%, focusing on specific tasks such as data acquisition and analysis. Quest will contribute 20%, particularly in areas related to public outreach and presentation activities. This distribution ensures a balanced and collaborative approach to achieving project objectives within the allocated budget.

8 Tab 8 – References

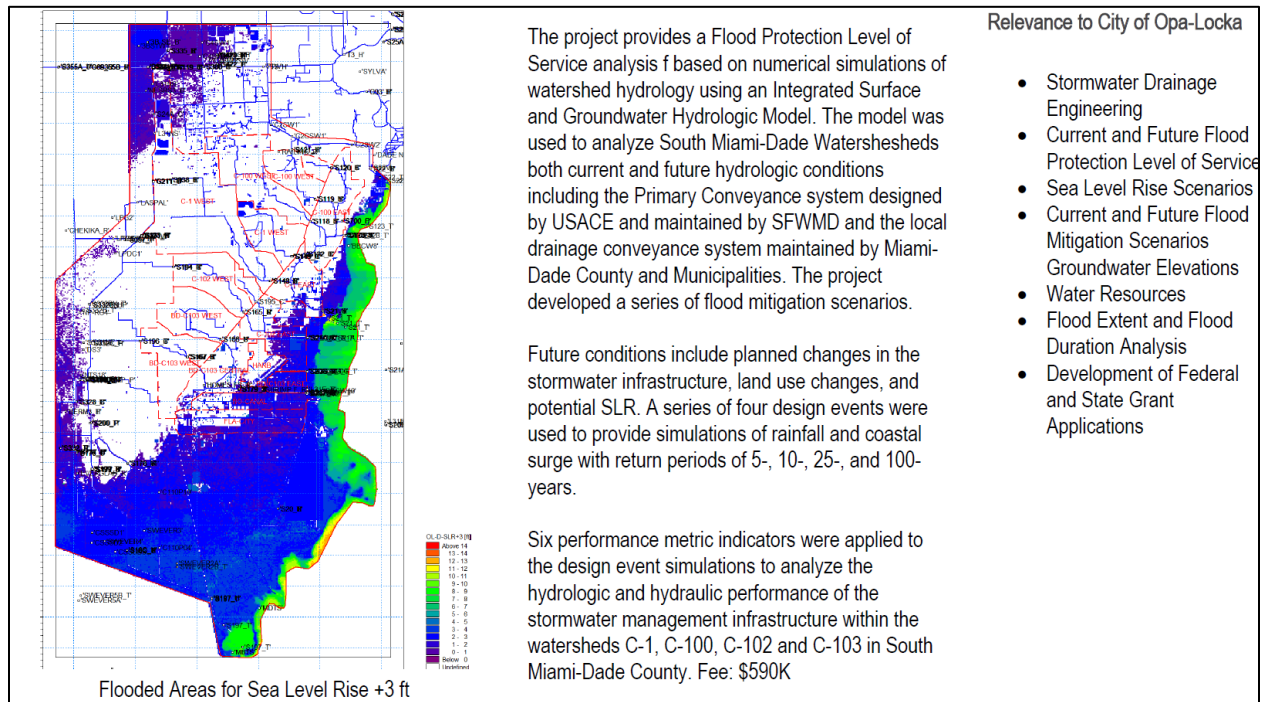
Below are selected projects that demonstrate the past relevant projects of the GIT Team which have scope of Vulnerability Assessment, Adaptions and Resiliency Plan Services. These projects highlight the experience of key personnel and their responsibilities for major or critical aspects of the requirement. The past performance information includes recent and relevant contracts for similar items, along with contract values, points of contact with telephone numbers, and emails. Additionally, the relevance of each project is summarized to illustrate its relevance to The City of Opa-Locka.

8.1 Flood Protection Level of Service for C-111 Watersheds (SFWMD)

 C-111 Project Domain	The project provides a Flood Protection Level of Service analysis for C-111 watersheds based on numerical simulations of watershed hydrology using an Integrated Surface and Groundwater Hydrologic Model. The model was used to analyze both current and future hydrologic conditions including the Primary Conveyance system designed by USACE and maintained by SFWMD and the local drainage conveyance system maintained by Miami-Dade County and Municipalities. The project developed a series of flood mitigation scenarios. Future conditions include planned changes in the stormwater infrastructure, land use changes, and potential SLR. A series of four design events were used to provide simulations of rainfall and coastal surge with return periods of 5-, 10-, 25-, and 100-years. Six performance metric indicators were applied to the design event simulations to analyze the hydrologic and hydraulic performance of the stormwater management infrastructure within the watersheds L-31NS, C-111 Ag, C-111 South, Model Land, C-111 Coastal and US1 basins in Miami-Dade County. Fee: \$647K	Relevance to City of Opa-Locka • Stormwater Drainage Engineering • Current and Future Flood Protection Level of Service • Sea Level Rise Scenarios • Current and Future Groundwater Elevations • Water Resources • Flood Mitigation Scenarios • Flood Extent and Flood Duration Analysis • Development of Federal and State Grant Applications
--	--	--

- | | |
|----------------------------|---|
| • Project Title: | Flood Protection Level of Service, C-111 Watersheds, Miami-Dade |
| • Project Owner: | SFWMD |
| • Point of Contact: | Carol Ballard, PE (561) 682-2336, cballard@sfwmd.gov |
| • Year Completed: | 2024 |
| • Contract Amount: | \$647,000 |
| • Firm | GIT Consulting LLC |

8.2 Flood Protection Level of Service for South Miami-Dade County (SFWMD)



- **Project Title:** Flood Protection Level of Service, South Miami-Dade
- **Project Owner:** SFWMD
- **Point of Contact:** Larry Brion, PE, lbrion@sfwmd.gov
- **Year Completed:** 2022
- **Contract Amount:** \$590,000
- **Firm** GIT Consulting LLC

8.3 Edgewood Neighborhood Drainage

Edgewood Neighborhood Drainage

City of Fort Myers



PROJECT EXPERIENCE

REFERENCE
Richard Thompson
(239) 321-7673
rthompson@cityftmyers.com

DATES
2022 - 2023

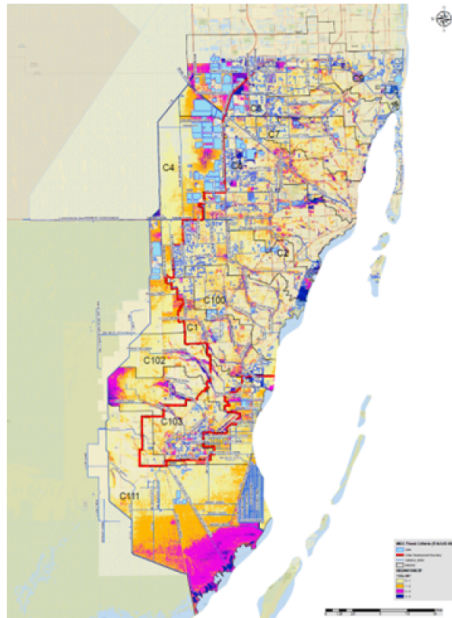
PERSONNEL
Robert Zuccaro, PE, ENV SP (KCI)
Jonathan Geiger, EIT, ENV SP (KCI)
Byron Reynolds (KCI)
Benjamin Hoyle (KCI)
Aleksandr Bridwell (KCI)
Georgio Tachiev, PE PHD (GIT)

KCI Technologies, Inc. was tasked by the City of Ft. Myers to provide 3D LiDAR, surveying, and mapping, along with Subsurface Utility Engineering (SUE), on an approximately 500-acre site for the use of modeling the existing stormwater conditions and drainage system. This included over 14 miles of roadways and canals. Services included setting horizontal and vertical control throughout the project, establishing 14 miles of right-of-way limits, as-builts of over 500 drainage utility structures, and mapping all features within 10 feet of the right-of-way. Deliverables included a classified point cloud of the entire 500-acre site, 14 miles of surveyed roadway right-of-way lines, a Digital Terrain Model (DTM), and a signed survey of all above ground features within 10 feet of the road right-of-way. Aerial LiDAR, terrestrial LiDAR, and conventional survey methods were used to obtain locations and elevations of all ground topography and above-ground surface features. The point cloud created from the survey data was classified into buildings, vegetation, and bare ground before being used to create a Digital Elevation Model (DEM) and Digital Terrain Model (DTM). This survey is being used to analyze the current stormwater drainage deficiencies and to design new stormwater management systems to aid in stormwater/sea level rise.



- Firm KCI and GIT Consulting LLC

8.4 Update of Miami-Dade's Stormwater Master Plan (Miami-Dade County)



100-Yr/3-day Flood Map of Miami-Dade County with Sea Level Rise +2 ft for Year 2060

GIT Consulting LLC updated Miami Dade County's stormwater models of basins C1, C2, C3, C4, C5 C6, C7, C103 and provided QA/QC Reviews for the update of basins C100, C102 and C111. The project covers more than 700 square miles and provides hydrologic and hydraulic modeling for current and future conditions, develops pollutant load estimates, documents the models for each basin, and provide analysis of climate change conditions, including sea level rise for near and long term, the project proposed a series of flood mitigation scenarios.

The project developed flood maps for future scenarios 2019, 2040, 2060 and 2100, including 5, 10, 25, 50, 100, 500 and 1000 YR events for 24 and 72 hours duration.

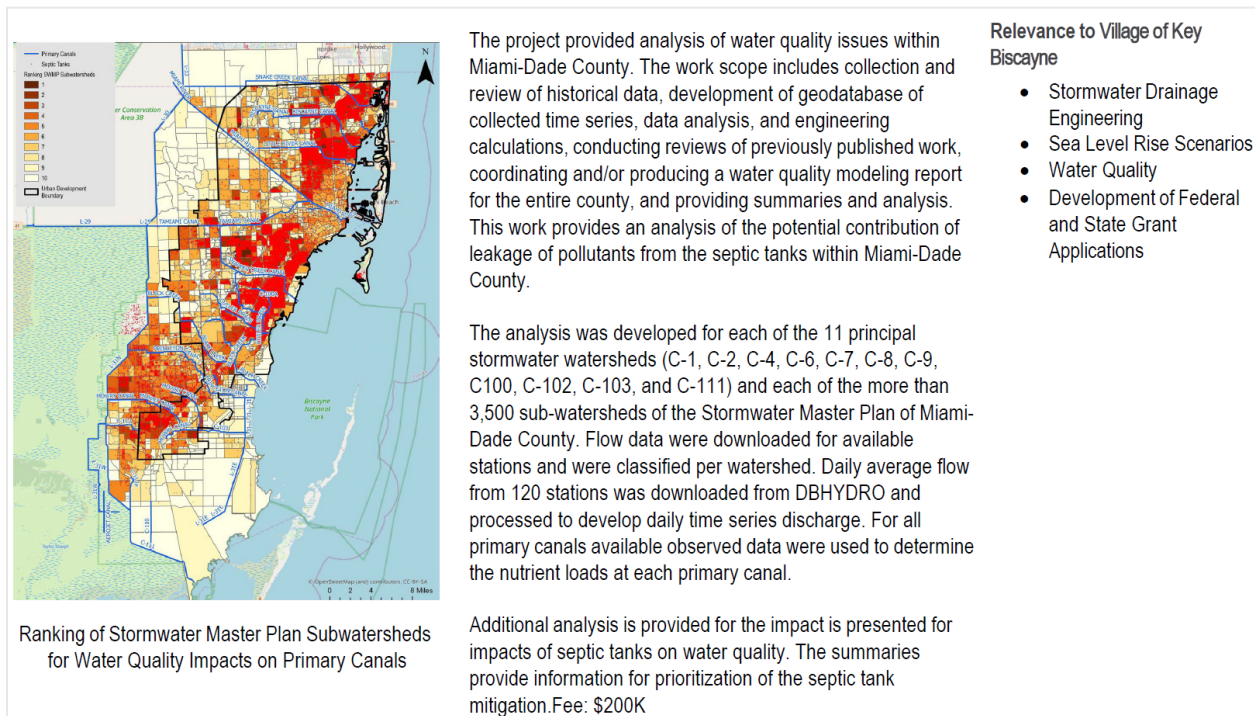
- Models were applied to update Miami-Dade County's Flood Criteria and Water Control Maps (based on 25 YR 72 HR events).
- Analysis of alternative mitigation strategies was provided , including installation of backflow preventers, updates of levee banks improving interconnectivity of the stormwater system and installation of pumping components.
- Miami-Dade's Stormwater Master Plan which also includes the City of Opa-Locka was updated
- Fee: \$600K

Relevance to City of Opa-Locka

- Stormwater Drainage Engineering
- Current and Future Flood Protection Level of Service
- Sea Level Rise Scenarios
- Current and Flood Mitigation Scenarios
- Groundwater Elevations
- Water Resources
- Flood Extent and Flood Duration Analysis
- Development of Federal and State Grant Applications
- Analysis covers the City of Opa-Locka

- **Project Title:** Update of Miami-Dade County's Stormwater Master Plan
- **Project Owner:** Miami-Dade County RER Department
- **Point of Contact:** Elius Nortelus, PE, 305-372-6684
- **Year Completed:** 2021
- **Contract Amount:** \$600,000
- **Firm** **GIT Consulting LLC**

8.6 Update of Miami-Dade's Stormwater Master Plan (Miami-Dade County)



- **Project Title:** System-Wide Stormwater Quality Updates of Miami-Dade County
- **Project Owner:** Miami-Dade County RER Department
- **Point of Contact:** Elius Nortelus, PE, 305-372-6684
- **Year Completed:** 2023
- **Contract Amount:** \$200,000
- **Firm** **GIT Consulting LLC**

STORMWATER MASTER PLAN

Client: Town of Bay Harbor Islands



As the first phase of the Town's overall Stormwater Master Plan program, KCI has performed data collection, site investigations, and developed a stormwater drainage model using ICPR4. KCI has analyzed the initial model results and made recommendations of immediate capital improvement projects (along with engineers' opinion of probable cost) and met with the Town's grants consultant to begin the process of securing grant monies. The next phase developed a long range CIP program and ranking for priority and milestone scheduling.

Reference

Douglas Armstrong
darmstrong@bayharborislands-fl.gov | (305) 866-6241

9 Tab 9 – Additional Forms

9.1 Proposer Qualifications

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: GIT Consulting LLC

Address: 2665 S. Bayshore Dr, #220

City, State, Zip: Coconut Grove, FL 33133 Phone/Fax: 305-632-9396/305-200-0168

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, indicate:

Date of Incorporation: 09/28/2007 State in which Incorporated: Florida

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

5. Name and Title of Principal Officers Date Elected:

Georgio Tachiev PE, PHD 09/28/2007

6. The length of time in business: 17 years

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

17 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.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6747001

BUSINESS NAME/LOCATION
GIT CONSULTING LLC
3150 SW 38TH AVE STE 1303
MIAMI, FL 33146-1529

RECEIPT NO.
RENEWAL
7020415



OWNER
GIT CONSULTING LLC
C/O GEORGIO TACHIEV

Employee(s) 1

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI
P/FIRM
EB29324

LBT

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**

45.00 07/03/2023
INT-23-380850

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



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

6848874

BUSINESS NAME/LOCATION
GEORGIO TACHIEV
3150 SW 38TH AVE STE 1303
MIAMI, FL 33146-1529

RECEIPT NO.
RENEWAL
7123128



OWNER
GEORGIO TACHIEV
GIT CONSULTING LLC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
67520

LBT

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**

60.00 07/03/2023
INT-23-380877

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





CITY OF MIAMI BUSINESS TAX RECEIPT

FY 23- 24

ISSUED:

Apr 02, 2024

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME: GIT CONSULTING LLC

DBA: GIT CONSULTING LLC

BTR HOLDER NAME: GIT CONSULTING LLC

BUSINESS ADDRESS: 3150 SW 38 AV 1303

EXPIRES: Effective Year Oct. 1 2023 Thru Sep. 30 2024

ACCOUNT NUMBER: 132648

RECEIPT NUMBER: 182389

COMMENTS: CONSULTANT: BUSINESS OR PROF.

RESTRICTIONS:

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any licenseor permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.



- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
- TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com

9.2 Certification regarding debarment and suspension

**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.

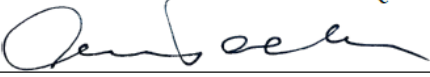
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer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

9.3 Drug Free workplace certification

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:

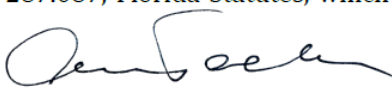
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Georgio Tachiev

the <u>Manager</u> (Title/Position)	<u>(Name)</u> of <u>GIT Consulting LLC</u> (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.

05/12/2024
Date

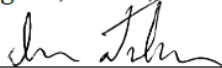

Signature

9.4 Non-Collusion Affidavit

**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
GIT Consulting LLC 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

Georgio Tachiev PE PhD, Manager

Print Name and Title

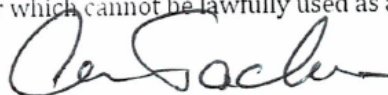
9.5 Non-Discrimination Affidavit

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

9.5 Non-Discrimination Affidavit

NON-DISCRIMINATION AFFIDAVIT

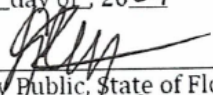
I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters with the City of Opa-locka. The same shall affirmatively comply 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: 

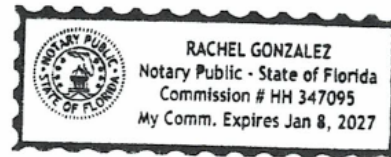
Title: Manager

Sworn and subscribed before this

13th day of 2024


Notary Public, State of Florida

Rachel Gonzalez
(Printed Name)



My commission expires: Jan 8, 2027

9.6 E-Verification

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.

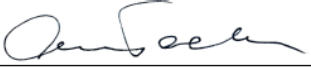
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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: GIT Consulting LLC

Authorized Signature: 

Print Name: Georgio Tachiev, PE PhD

Title: Manager GIT Consulting LLC

Date: 5/12/2024

1/7/24, 11:28 AM

My Company Profile | E-Verify

 An official website of the United States government [Here's how you know](#)



Menu ≡

My Company Account

My Company Profile

Company Information

Company Name

GIT CONSULTING LLC

Doing Business As (DBA) Name

GIT CONSULTING LLC

Company ID

2291549

Enrollment Date

Oct 08, 2023

Employer Identification Number (EIN)

651319891

Unique Entity Identifier (UEI)

DUNS Number

011698899

Total Number of Employees

5 to 9

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

1/7/24, 11:28 AM

My Company Profile | E-Verify

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

2665 S. Bayshore Dr
Suite 220
Coconut Grove, FL 33133

Mailing Address

2665 S. Bayshore Dr
Suite 220
Coconut Grove, FL 33133

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

<https://everify.uscis.gov/account/company/profile>

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

1/7/24, 11:28 AM

My Company Profile | E-Verify

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



<https://everify.uscis.gov/account/company/profile>

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: KCI Technologies, Inc'

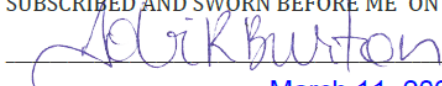
Authorized Signature: 

Print Name: Bruce Reed, RLA

Title: Vice President

Date: May 10, 2024

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 DAY OF May, 2024.

 NOTARY PUBLIC
My Commission Expires: March 11, 2028 (Notary Stamp)

9.3 Drug Free workplace certification

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:

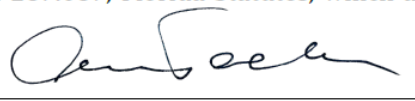
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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 Georgio Tachiev

the Manager (Title/Position) of GIT Consulting LLC (Name)
(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.

05/12/2024
Date


Signature



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFP NO. 24-0513200**

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

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 May 13, 2024 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 9:40 a.m. on the 14th day of May 2024.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

Pricing of Services

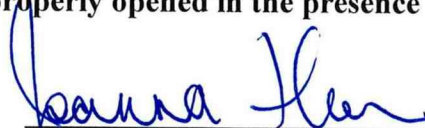
- | | |
|---|--------------|
| 1. GIT Consulting, Inc.
2665 S. Bayshore Dr. #220
Coconut Grove, FL 33133
Contact: George Tachiev, PE, PhD, Manager
Tele: 305.632.9396 | \$200,000.00 |
| 2. Stantec Consulting Services, Inc.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, FL 33134
Contact: Sussette Irizarry
Tele: 786.418.0973
Email: sussette.irizarry@stantec.com | \$195,000.00 |
| 3. Keith
5805 Blue Lagoon Drive, Suite 218
Miami, FL 33126
Contact: Alex Lazowick, President/CEO
Tele: 305.667.5474
Email: marketing@keithteam.com | \$200,000.00 |
| 4. FIT Solutions
550 W B St, Suite 322
San Diego, CA 92101 | Incomplete |

Please note that all proposals were submitted via Demand Star (e-bid) and provided to the City Clerk by the city's Procurement Officer on May 14, 2024.

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



Junior Bergel
Purchasing Officer
City of Opa-locka



Joanna Flores, CMC
City Clerk
City of Opa-locka

CITY OF OPA-LOCKA

6/21/24 RFP NO: 24-0513200

~~6/21/24~~ @ ~~2:30 PM~~ 2:30 PM

WALK THROUGH MEETING, 780 FISHERMAN STREET, 4th floor, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
AIRZA AUSTIN	CITY OF OPA-LOCKA	AAUSTIN@OPALOCKAFL.GOV	305-321-2595
Adelina Gross	City of Opa-locka	agross@opalockafl.gov	305 953-2821 x8001
Dwan Carnoy	City of Opa locka	dcarnoy@opalock-fl.gov	305-953-2828

RFP-24-0513200 Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: ALIZA AUSTIN Date: 06-21-2024

Signature: 

Firm Name:

Keith and Associates, Inc.

Evaluation

Notes:

Criterion	Rating
Firm Qualifications	5
Qualifications of Team Members	4
Project References	5
Methodology & Approach	4
Proposed Timeline	5
Community Engagement and Outreach	4

THIS FIRM IS WELL QUALIFIED FOR OUR NEEDS
THEY HAVE A WELL ROUNDED TEAM.
THEY HAVE A WEALTH OF REFERENCES
THEY HAVE A SOLID APPROACH TO THIS PROJECT
THEIR TEAMLINE FOR THIS PROJECT
WELL DEFINED PLAN

Firm Name:

Stantec Consulting Services, Inc.

Evaluation

Notes:

Criterion	Rating
Firm Qualifications	4
Qualifications of Team Members	4
Project References	4
Methodology & Approach	5
Proposed Timeline	4
Community Engagement and Outreach	5

FIRM IS SOLID
THEIR TEAM IS WELL ROUNDED.
WELL TOGETHER OUT APPROACH
FALLS WELL WITHIN THE REQ. PERIOD
ACTIVE PUBLIC OUTREACH TEAM

Firm Name:

GIT Consulting LLC

Evaluation

Notes:

Criterion	Rating
Firm Qualifications	3
Qualifications of Team Members	5
Project References	4
Methodology & Approach	5
Proposed Timeline	4
Community Engagement and Outreach	4

REALTIME SOURCE FIRM
WELL QUALIFIED COMPANY.
THEY ARE WELL ESTABLISHED
THEY HAVE A SOLID APPROACH.
WELL DEVELOPED PUBLIC OUTREACH

EVALUATION FORM

RFP-24-0513200 Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Debra Gross
Debra Gross

Signature:

Date:

06/21/2024

Firm Name:

Keith and Associates, Inc.

Evaluation

Notes:

Criterion	Rating
Firm Qualifications	5
Qualifications of Team Members	5
Project References	5
Methodology & Approach	5
Proposed Timeline	5
Community Engagement and Outreach	5

Schedule 4-6 months after NTP

Firm Name:

Stantec Consulting Services, Inc.

Evaluation

Notes:

Criterion	Rating
Firm Qualifications	5
Qualifications of Team Members	5
Project References	5
Methodology & Approach	5
Proposed Timeline	4
Community Engagement and Outreach	5

Proposed Project to be delivered February 2025

Firm Name:

GIT Consulting LLC

Evaluation

Notes:

Criterion	Rating
Firm Qualifications	5
Qualifications of Team Members	5
Project References	5
Methodology & Approach	4
Proposed Timeline	4
Community Engagement and Outreach	4

Firm has good experience, however, there's a lack of information on their approach and relying on only County data not giving a holistic approach to the City.

EVALUATION FORM

RFP-24-0513200 Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Dwen Cannon Date: 6-21-24
 Signature: Dwen Cannon

Firm Name: Keith and Associates, Inc.

Evaluation Notes:

Criterion	Rating
Firm Qualifications	3
Qualifications of Team Members	4
Project References	4
Methodology & Approach	4
Proposed Timeline	3
Community Engagement and Outreach	4

Firm Name: Stantec Consulting Services, Inc.

Evaluation Notes:

Criterion	Rating
Firm Qualifications	4
Qualifications of Team Members	5
Project References	4
Methodology & Approach	4
Proposed Timeline	4
Community Engagement and Outreach	5

Firm Name: GIT Consulting LLC

Evaluation Notes:

Criterion	Rating
Firm Qualifications	4
Qualifications of Team Members	4
Project References	4
Methodology & Approach	5
Proposed Timeline	4
Community Engagement and Outreach	4

CITY OF OPA-LOCKA



RFP NO: 24-0513200 Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

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ADVERTISEMENT



RFP 24-0513200

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

The sealed proposal for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan 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, May 13, 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 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 24-0513200 for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan.**

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: 24-0513200** requirements.

Joanna Flores
City Clerk

PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan. 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 05/13/2024. 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. 24-0513200 – Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan.**

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	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
1st Evaluation Committee Meeting	TBA	
Award Recommendation	TBA	
Commission Approval	TBA	
Post Award	TBA	

PART II

Scope of Services

1. Introduction

The City of Opa-locka was incorporated in 1926 and is located in the northwestern portion of Miami-Dade County. The City has a mixture of residential, commercial, and industrial zones as well as a general aviation airport. The City continues to witness a growth in population, and it is anticipated that with the redevelopment initiatives the City has introduced, there will be significant growth within the next 10 to 20 years. It is therefore incumbent on the City to ensure its infrastructure meets the current and projected needs of not only an increase in residents but also the growing threat of flooding from changing conditions in the climate.

One of the most significant challenges for the community is effective stormwater management, which has been a focus of the Mayor and Commissioners for many years. As conditions in the region continue to produce frequent and more severe storms, there is an immediate need to address this problem.

The project will assist the City to develop an efficient and resilient drainage system that will provide flood protection for a community that is approximately 84% Low to Moderate Income (LMI).

This study will provide a vulnerability assessment, adaptation plan, and resiliency plan with a comprehensive look at the City's critical infrastructure assets. The study will use existing GIS data to model rainfall flooding and assess current and future impacts on the critical infrastructure. The study will identify the City's unmet mitigation needs in response to current as well as future events and evaluate several adaptation alternatives and mitigation strategies to reduce flood risks.

2. Purpose

The desired project outcomes consist of:

- A technical memorandum detailing the analyses and summarizing findings to comply with the requirements of 380.093 F.S.
- Rainfall-Induced/Compound Flooding threats, for 2040 and 2070 scenarios, showing Inundation Depth and Elevation analysis and associated mapping combined into a Geographical Information System (GIS) database in a format suitable for input into the FDEP mapping tool
- Cataloging and analysis of critical assets, City and County-owned, to create Policy/plan strategies
- Infrastructure Adaptation Plan (IAP) report providing analysis, justification, and priority for improvements
- Identification of actions to promote resilience and climate adaptation; develop public-facing outreach tools and a communication plan
- Adopted Vulnerability Assessment Resiliency plan

The consultant will be selected through a competitive solicitation where not only qualifications are evaluated but cost-effectiveness and ability to complete the project in a timely manner are considered. Once selected, the consultant will complete the plan including adoption by the City in no more than 12 months.

The purpose of this project is to conduct vulnerability assessments to comply with Florida Statute 380.093, as well as provide in-depth data on how to protect and adapt the City's most vulnerable critical assets. The project is generally comprised of five Tasks: (1) Internal Coordination Meetings, (2) Background Data Acquisition, (3) Exposure and Sensitivities Analysis, (4) Public Presentation and Outreach meetings, and (5) the Final Critical Infrastructure Vulnerability, Adaptation and Resiliency Plan Assessment Report, Maps, and Tables. The deliverables for each task are identified in the Scope of Service with descriptions, measures, and guidelines. All tasks must be completed, and all deliverables received by February 28, 2025.

3. Scope of Activities

TASK 1 - INTERNAL COORDINATION MEETINGS

Description: The Consultant will host internal meetings between the project team and City staff as necessary at key milestones throughout the project to be determined. The Consultant will prepare all meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Consultant will provide the following:

- 1.1** : Meeting agendas to include location, date, and time of meeting;
- 1.2** : Meeting sign-in sheets with attendee names and affiliations;
- 1.3** : A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- 1.4** : A summary report including attendee input and meeting outcomes.

TASK 2: ACQUIRE BACKGROUND DATA

Description: The Consultant will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Consultant's discretion. Storm surge data used must be equal to or exceed the 100- year return period (1% annual chance) flood event. In the process of researching background data, the Consultant shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Consultant shall rectify any gaps of necessary data.

Deliverables: The Consultant will provide the following:

- 2.1** : A technical report to outline the data compiled and findings of the gap analysis;
- 2.2** : A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and

2.3 : A GIS file with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Consultant as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

TASK 3: EXPOSURE AND SENSITIVITY ANALYSES

Description: The Consultant will perform an exposure analysis to identify the depth of water caused by each sea level rise (as applicable), **storm surge, and/or flood scenario**. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to Section 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. The Consultant will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

The City Stormwater Master Plan data and/or analysis cannot be utilized as part of the background data.

Deliverables: The Consultant will provide the following:

- 3.1** : A draft VA Report that provides findings of the exposure analysis and the sensitivity analysis, and includes a visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards, and details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario;
- 3.2** : An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset; and
- 3.3** : GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

TASK 4: PUBLIC PRESENTATION AND OUTREACH MEETING

Description: The Consultant will present the VA results in two meetings to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentations is to share the findings from the VA and gain feedback for input into the planning process. The meetings will also allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during these meetings, the Consultant will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for later development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Consultant will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Consultant will provide the following:

- 4.1** : Meeting agendas to include location, date, and time of meeting;
- 4.2** : Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- 4.3** : A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable.
- 4.4** : A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- 4.5** : A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

TASK 5: FINAL CRITICAL INFRASTRUCTURE VULNERABILITY ASSESSMENT, ADAPTATION and RESILIENCY PLAN (VAAR) REPORT, MAPS, AND TABLES

Description: The Consultant will finalize the VAAR Report pursuant to the requirements in Section 380.093, F.S., and based upon and public outreach efforts. The final VAAR must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards and raw data sources shall be defined within the associated metadata.

Deliverables: The Consultant will provide the following:

- 5.1** : Final VAAR Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in Section 380.093, F.S.;
- 5.2** : A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- 5.3** : All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VAAR, to include the geospatial data in an electronic file format and GIS metadata;
- 5.4** : A ranking list of capital projects to be included with the final report (with preliminary design and/or layout, cost estimates) for implementation as part of the adaptation and resiliency plan; and
- 5.5** : A signed Vulnerability Assessment Compliance Checklist Certification

PROPOSAL PRICING

RFP Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

Proposer submits the following prices for the work described in this solicitation:

Tasks

Task 1 – Internal Coordination Meetings	Total
Task 2 – Acquire Background Data	
Task 3 – Exposure and Sensitivity Analyses	
Task 4 – Public Presentation and Outreach Meetings (English, Spanish, and Creole Required In-Person Meetings/ Presentations and/or Activities Required)	
Task 5 – Final Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan including but not limited to Maps, Tables, and recommendations for improvements	
Total	

Additional Services

Hourly or Lump Sum

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

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 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 based on the Pricing Proposal (Page 12).

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.

EVALUATION CRITERIA

	EVALUATION POINTS MAXIMUM
1. Firm Qualifications	10
2. Qualifications of Team Members	20
3. Project References	10
4. Methodology & Approach	35
5. Proposed Timeline	15
6. Community Engagement and Outreach	10
TOTAL	100

The project will result in the completion of a community-wide Vulnerability Assessment that meets the requirements for a Vulnerability Assessment under s.380.093, F.S.

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.

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:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters 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: _____

RFP 24-0513200

Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan

Reviewer Name:		Adelina Gross		Airia Austin		Owen Carney		Average	1st Place
Criterion	Weight	Rating	Score	Rating	Score	Rating	Score	Score	2nd Place
Firm Qualifications	10%								3rd Place
Keith and Associates, Inc		5	0.50	5	0.50	3	0.30	1.30	Average
Stantec Consulting Services, Inc.		5	0.50	4	0.40	4	0.40	1.30	
GIT Consulting LLC		5	0.50	3	0.30	4	0.40	1.20	
								1.27	
Qualifications of Team Members	20%								
Keith and Associates, Inc		5	1.00	4	0.80	4	0.80	2.60	
Stantec Consulting Services, Inc.		5	1.00	4	0.80	5	1.00	2.80	
GIT Consulting LLC		5	1.00	5	1.00	4	0.80	2.80	
								2.73	
Project References	10%								
Keith and Associates, Inc		5	0.50	5	0.50	4	0.40	1.40	
Stantec Consulting Services, Inc.		5	0.50	4	0.40	2	0.20	1.10	
GIT Consulting LLC		5	0.50	4	0.40	4	0.40	1.30	
								1.27	
Methodology & Approach	35%								
Keith and Associates, Inc		5	1.75	4	1.40	4	1.40	4.55	
Stantec Consulting Services, Inc.		5	1.75	5	1.75	4	1.40	4.90	
GIT Consulting LLC		4	1.40	3	1.05	5	1.75	4.20	
								4.55	
Proposed Timeline	15%								
Keith and Associates, Inc		5	0.75	5	0.75	3	0.45	1.95	
Stantec Consulting Services, Inc.		4	0.60	4	0.60	4	0.60	1.80	
GIT Consulting LLC		4	0.60	4	0.60	4	0.60	1.80	
								1.85	
Community Engagement and Outreach	10%								
Keith and Associates, Inc		5	0.50	4	0.40	4	0.40	1.30	
Stantec Consulting Services, Inc.		5	0.50	5	0.50	5	0.50	1.50	
GIT Consulting LLC		4	0.40	4	0.40	4	0.40	1.20	
								1.33	
<u>Total</u>	100%								
Keith and Associates, Inc			5.00		4.35		3.75	13.10	
Stantec Consulting Services, Inc.			4.85		4.45		4.10	13.40	
GIT Consulting LLC			4.40		3.75		4.35	12.50	

**AGREEMENT FOR CRITICAL INFRASTRUCTURE VULNERABILITY
ASSESSMENT, ADAPTATION AND RESILIENCY PLAN SERVICES**

THIS IS AN AGREEMENT, dated the ____ day of _____, 2024, between:
THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

Stantec Consulting Services, 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 Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan Services, pursuant to RFP No. 24-0513200.

1.2 CITY finds it necessary to seek a professional, full-service company for Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan Services.

1.3 CITY issued RFP 24-0513200 ("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) 24-0513200.

1.5 Contractor's firm will be responsible for providing Critical Infrastructure Vulnerability Assessment, Adaptation and Resiliency Plan 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 24-0513200, 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 24-0513200.

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 the 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

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 24-0513200. The payment for services pursuant to this Agreement shall not exceed One Hundred Ninety-Five Thousand Dollars (\$195,000).

4.2 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.

4.3 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 have been rendered in conformity with the Agreement, the invoice will be sent to the City 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.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by 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 days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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 of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty days (30) 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 of the 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 per occurrence (\$2,000,000 Aggregate).

5.6 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 limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number

and Policy Period.

5.7 Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);

5.8 A certificate naming the City as an "additional insured" for General Liability is required.

5.9 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.

5.10 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 Agreement as 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 at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the 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 one (1) year with a one (1) year renewal, subject to negotiation of terms with the contractor and 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 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 24-0513200, 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

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. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 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: Darwin 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: Sussette Irizarry
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, FL 33134

Copy To: Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

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 behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 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 as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

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

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 construed as a

waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

13.16 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 day and year first written above.

City of Opa-locka

ATTEST:

Joanna Flores
City Clerk

BY:

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 of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION NO. _____

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 MILLING AND RESURFACING SERVICES TO COMPLETE PHASE IX OF THE MILLING & RESURFACING OF NW 19TH AVE PROJECT AND OVERLAY OF THE PARKING LOT LOCATED AT 777 SHARAZAD BLVD, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Milling & Resurfacing Project to restore streets in the City in need of restoration. NW 19th Avenue was previously scheduled for repairs under phase VII but was removed due to financial constraints; and

WHEREAS, the conditions of the road have since deteriorated further due to the high commercial traffic in the area and the presence of a concrete plant that circulates heavily loaded trucks several times a day in addition to other commercial vehicles; and

WHEREAS, the City Manager is requesting approval from the City Commission to authorize the City Manager to piggyback the City of Miami IFB 1115382 for Pavement Resurfacing Services and accept the proposal of H&R Paving Inc.; and

WHEREAS, Staff has developed a scope of services for Phase IX of the Project; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "A"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024. The agreement was subsequently renewed by the parties for a new contract end date of March 21, 2026; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government Phase, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and

reasonable; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for One Hundred Fifty-Five Thousand Dollars (\$155,000.00) for milling and resurfacing services, within the City, as provided herein; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "B", for milling and resurfacing services to complete Phase IX of the Milling & Resurfacing of NW 19th Ave Project and Overlay of the Parking Lot located At 777 Sharazad Blvd, as provided herein, in an amount not to exceed One Hundred Fifty-Five Thousand Dollars (\$155,000.00).

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the City of Miami contract (IFB #1115382(28)) with H&R Paving Inc. for qualified professional services for pavement resurfacing services and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "B", for milling and resurfacing services to complete Phase IX of the Milling & Resurfacing of NW 19th Ave Project and Overlay of the Parking Lot located At 777 Sharazad Blvd, in an amount not to exceed One Hundred Fifty-Five Thousand Dollars (\$155,000.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, 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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Manager Signature:	DocuSigned by: EC5929C4EFB9414		
City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C46C07C1E8DE492...		
Commission Meeting Date:	10/23/2024	Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance	Other	
			X			
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading		2nd Reading
			Public Hearing: <i>(Enter X in the box)</i>	Yes	No	Yes
				X		X
Funding Source: Account#: 44-541835	<i>(Enter Fund & Dept.)</i> CIP-Safe Neighborhood		Advertising Requirement: <i>(Enter X in the box)</i>	Yes		No
						X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:	N/A		
	X					
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
	X					
Sponsor Name:	City Manager		Department: Capital Improvements Program			

Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA
AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI'S CONTRACT
WITH H&R PAVING FOR THE PHASE VI OF THE SIDEWALK INSTALLATION.**

Staff Summary:

The City initiated the Sidewalk Installation Project to install new sidewalks in the City in areas lacking sidewalks. The staff has divided the project into phases based on prioritized

needs to spread out the fiscal impact over time. The staff has developed a scope for Phase VI and received a proposal for this scope for \$282,000.00

Staff recommends continuing this project as it will enhance the City’s image as well as improve walkability and address pedestrian safety.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback City of Miami IFB 1115382 For Pavement Resurfacing Services and accept the proposal from H&R Paving, Inc. for completion of Phase VI.

Financial Impact: This item is budgeted for in the FY 25 Adopted budget for \$282,000 in the Safe Neighborhood account #44-541835. This is a Capital Project that doesn’t have any on-going effect on the future of the General Fund.

Account	Description	Available	Project	Remaining Balance
44-541835	Sidewalks	\$282,000.	\$282,000.	\$0

Proposed Action:

Staff recommends the City Commission’s approval of this item to enhance City walkability and to address pedestrian safety issues.

Attachment(s):

- 1. Agenda
- 2. Proposal provided by H&R Paving, Inc.
- 3. Street Map
- 4. City of Miami NTP Letter and BID form Package in response to the IFB 1115382
- 5. Opa-locka Piggyback Contract.

**CITY OF OPA-LOCKA AGREEMENT FOR MILLING AND RESURFACING
OF NORTHWEST 19TH AVENUE SERVICES**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide milling and resurfacing services for Northwest 19th Avenue, within the City (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the

requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Darvin Williams, City Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE

OF AND RELIANCE
BY THE CITY OF OPA-LOCKA
ONLY:

By: _____

City Attorney
Burnadette Norris-Weeks,
P.A.

Date: _____

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

**CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION
SERVICES**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide pavement resurfacing services to the City (Sidewalk Installation – Phase VI) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2026, unless terminated earlier by its terms. The City shall have the option to renew for two (2) additional one-year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the

requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____ Date: _____
Darvin Williams, Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

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

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
H&R Paving, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	
DATE:	10/07/2024

LICENSED AND INSURED

City of Miami Contract #: 1115382

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	New Sidewalk Construction Phase 6
CONTACT	FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item No.	Description	Qty	Unit	Unit Price	Value
4	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
11	Barricades	2,000	ED	\$ 0.50	\$ 1,000.00
14	Work Zone Signs	50	ED	\$ 100.00	\$ 5,000.00
20	Asphalt Removal 0-2"	117	SY	\$ 25.00	\$ 2,925.00
23	Concrete Removal 0-6"	4,143	SF	\$ 2.79	\$ 11,558.00
25	Excavation - Base Prep. For New Sidewalk	527	CY	\$ 30.00	\$ 15,810.00
39	Adjust Manhole	5	EA	\$ 500.00	\$ 2,500.00
40	Adjust Valve	15	EA	\$ 300.00	\$ 4,500.00
45	Concrete Curb, Non-Reinforced	475	LF	\$ 25.00	\$ 11,875.00
52	Install New 6" Thick Sidewalk	11,130	SF	\$ 6.60	\$ 73,458.00
53	Install New 4" Thick Sidewalk	31,335	SF	\$ 4.40	\$ 137,874.00
54	Detectable Warning	280	SF	\$ 50.00	\$ 14,000.00
TOTALS					\$ 282,000.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Date: _____

Signature: _____

Signature: _____

RESOLUTION NO. _____

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 MILLING AND RESURFACING, THROUGHOUT THE CITY, FOR COMPLETION OF PHASE VI OF THE SIDEWALK INSTALLATION PROJECT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$282,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Sidewalk Installation Project ("Project") to install new sidewalks in all areas within the City lacking sidewalks. Staff has divided the Project into phases based on priority needs in order to spread out the fiscal impact over time; and

WHEREAS, Staff has developed a scope of services for Phase VI of the Project; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "A"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024. The agreement was subsequently renewed by the parties for a new contract end date of March 21, 2026; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government Phase, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for Two Hundred Eighty-Two Thousand Dollars (\$282,000.00) for milling and resurfacing services, within the City, as provided herein; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement,

attached hereto as Exhibit "C", for milling and resurfacing services, for completion of Phase VI of the Sidewalk Installation Project as provided herein, in an amount not to exceed Two Hundred Eighty-Two Thousand Dollars (\$282,000.00).

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the City of Miami contract (IFB #1115382(28)) with H&R Paving Inc. for qualified professional services for pavement resurfacing services and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "C", for milling and resurfacing services, for completion of Phase VI of the Sidewalk Installation Project, in an amount not to exceed Two Hundred Eighty-Two Thousand Dollars (\$282,000.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, 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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



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

Department Manager:	Adelina Gross		Department Manager Signature:	DocuSigned by: EC5929C4EFB9414		
City Manager:	Darvin Williams		CM Signature:	DocuSigned by: C46C07C1E8DE492...		
Commission Meeting Date:	10/23/2024	Item Type: <i>(Enter X in the box)</i>	Resolution	Ordinance	Other	
			X			
Fiscal Impact: <i>(Enter X in the box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in the box)</i>	1st Reading		2nd Reading
			Public Hearing: <i>(Enter X in the box)</i>	Yes	No	Yes No
					X	
Funding Source: Account#: 44-541835	<i>(Enter Fund & Dept.)</i> CIP-Safe Neighborhood		Advertising Requirement: <i>(Enter X in the box)</i>	Yes		No
						X
Contract/P.O. Required: <i>(Enter X in the box)</i>	Yes	No	RFP/RFQ/Bid#:	N/A		
	X					
Strategic Plan Related <i>(Enter X in the box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organization ☐ Bus. & Economic Development ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
	X					
Sponsor Name:	City Manager		Department: Capital Improvements Program			

Short Title:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA
AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI'S CONTRACT
WITH H&R PAVING FOR THE PHASE VI OF THE SIDEWALK INSTALLATION.**

Staff Summary:

The City initiated the Sidewalk Installation Project to install new sidewalks in the City in areas lacking sidewalks. The staff has divided the project into phases based on prioritized

needs to spread out the fiscal impact over time. The staff has developed a scope for Phase VI and received a proposal for this scope for \$282,000.00

Staff recommends continuing this project as it will enhance the City’s image as well as improve walkability and address pedestrian safety.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback City of Miami IFB 1115382 For Pavement Resurfacing Services and accept the proposal from H&R Paving, Inc. for completion of Phase VI.

Financial Impact: This item is budgeted for in the FY 25 Adopted budget for \$282,000 in the Safe Neighborhood account #44-541835. This is a Capital Project that doesn’t have any on-going effect on the future of the General Fund.

Account	Description	Available	Project	Remaining Balance
44-541835	Sidewalks	\$282,000.	\$282,000.	\$0

Proposed Action:

Staff recommends the City Commission’s approval of this item to enhance City walkability and to address pedestrian safety issues.

Attachment(s):

- 1. Agenda
- 2. Proposal provided by H&R Paving, Inc.
- 3. Street Map
- 4. City of Miami NTP Letter and BID form Package in response to the IFB 1115382
- 5. Opa-locka Piggyback Contract.

**CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION
(PHASE VI) SERVICES**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide pavement resurfacing services to the City (Sidewalk Installation – Phase VI) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21,2026, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the

requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2800, email: jflores@Opalockafl.gov OR BY MAIL: City of Opa-locka – City Clerk's Office, 780 Fisherman Street, Opa-Locka, FL 33054

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Darvin Williams, City Manager

By: _____
Joanna Flores, City Clerk

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

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

CONTRACTOR:
H&R Paving, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	
DATE:	10/07/2024

LICENSED AND INSURED

City of Miami Contract #: 1115382

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	New Sidewalk Construction Phase 6
CONTACT	FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item No.	Description	Qty	Unit	Unit Price	Value
4	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
11	Barricades	2,000	ED	\$ 0.50	\$ 1,000.00
14	Work Zone Signs	50	ED	\$ 100.00	\$ 5,000.00
20	Asphalt Removal 0-2"	117	SY	\$ 25.00	\$ 2,925.00
23	Concrete Removal 0-6"	4,143	SF	\$ 2.79	\$ 11,558.00
25	Excavation - Base Prep. For New Sidewalk	527	CY	\$ 30.00	\$ 15,810.00
39	Adjust Manhole	5	EA	\$ 500.00	\$ 2,500.00
40	Adjust Valve	15	EA	\$ 300.00	\$ 4,500.00
45	Concrete Curb, Non-Reinforced	475	LF	\$ 25.00	\$ 11,875.00
52	Install New 6" Thick Sidewalk	11,130	SF	\$ 6.60	\$ 73,458.00
53	Install New 4" Thick Sidewalk	31,335	SF	\$ 4.40	\$ 137,874.00
54	Detectable Warning	280	SF	\$ 50.00	\$ 14,000.00
TOTALS					\$ 282,000.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Date: _____

Signature: _____

Signature: _____

**CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION
SERVICES**

**Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services**

This Agreement is made this ____ day of _____, 2024, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide pavement resurfacing services to the City (Sidewalk Installation – Phase VI) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2026, unless terminated earlier by its terms. The City shall have the option to renew for two (2) additional one-year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the

requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____ Date: _____
Darvin Williams, Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

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

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
H&R Paving, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT “A”

RESOLUTION NO. 24-XXXXXXX

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 FOLIO 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.

WHEREAS, the applicant, Tulia Rallo desires to operate a Car Dealership on the property located at 2695 NW 141st Street, and identified by Folio 08-2122-000-0120; and

WHEREAS, in accordance with the City of Opa-Locka's Land Development Regulations ("City LDR"), Ordinance 15-31, Section 22-80 requires a special exception to permit the operation of a Car Dealership in the B-2 zoning district within the City; and

WHEREAS, the applicant, has submitted a request for special exception review and provided documentation to meet the approval criteria as required by City LDR Section 22-60, for Conditional Use and Special Exception Applications; and

WHEREAS, Planning & Community Development staff for the City of Opa-Locka has reviewed the application of Tulia Rallo and has determined that the applicant has provided all information required by Section 22-55(I) of the City of Opa-Locka's Land Development Code for proper consideration by the Planning and Zoning Board; and

WHEREAS, the Planning and Zoning Board reviewed this request at a public hearing on June 4, 2024 and recommended approval or denial of this request for special exception review by a 4 – 0 vote and a copy of the site plan is 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 Special Exception Review. The City Commission of the City of Opa-Locka, Florida hereby approves the request for Special Exception for the operation of a Car Dealership on the property located at 2695 NW 141st Street, within the City and identified by Folio 08-2122-000-0120, in the B-2 Zoning District and within the Corridor Mixed Use Overlay. 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 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 Kelley	_____
Commissioner Williams	_____
Commissioner Bass	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



CITY OF OPA-LOCKA
REQUEST FOR QUALIFICATIONS
RFQ NO. 24-1011200
SANITARY SEWER COLLECTION
SYSTEM HYDRAULIC MODELING

Sealed Proposals for Sanitary Sewer Collection System Hydraulic Modeling will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, Friday, October 11, 2024, by 2:00 p.m. (ET). Any RFQ Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFQ for Sanitary Sewer Collection System Hydraulic Modeling. This requirement is waived when submitting via www.demandstar.com.

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 RFQ NO: 24-1011200 requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores, CMC
City Clerk



CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO. 24-1008200
Tree And Plant Installation Services

Sealed proposals for Tree And Plant Installation 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, **Tuesday, October 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 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 No. 24-1008200 Tree and Plant Installation 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. 24-1008200** requirements.

Joanna Flores, CMC
City Clerk



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, September 25, 2024 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

RESOLUTIONS / PUBLIC HEARINGS:

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 FOLIO NO. 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.

SECOND READING ORDINANCES / PUBLIC HEARINGS:

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 September 11, 2024).

All interested persons are encouraged to participate and will be heard with respect to the public hearing.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, September 25, 2024.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA, FLORIDA
NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Second Budget Hearing on **Wednesday, September 25, 2024 at 6:00 p.m.**, in the City Commission Chambers at the Opa-locka Government Center, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 10, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on September 10, 2024).

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 6:00 p.m. on Wednesday, September 25, 2024.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:	Signed by: DCFBED63852C45C... DocuSigned by:	
City Manager:	Darvin E. Williams		CM Signature	 C46C07C1E8DE492	
Commission Meeting Date:	September 25, 2024	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Resolution Reading: (Enter X in box)	1st Reading X	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No
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#: N/A		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

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.

Staff Summary:

The applicant, Tulia Rallo desires to operate a Car Dealership on the property located at 2695 NW 1471 Street and identified by folio 08-2122-000-0120. The City's Land Development Regulations, Section 22-60 requires a special exception review by the Planning & Zoning Board and review and approval by the City Commission to permit the operation of a Car Dealership in the B-2 zoning district. Planning & Community Development Staff has reviewed the application package and determined that the applicant has provided the information required by Section 22-55(I) of the Land Development Regulations for proper consideration by the Planning & Zoning Board. The Planning & Zoning Board reviewed this request at a public hearing on June 4, 2024 and

recommended approval. The request is now being presented to the City Commission for their review and approval. This request to operate a Car Dealership at 2695 NW 141 Street is in compliance with the criteria for special exception approval as provided in the Land Development Regulations, Section 22-60.

Financial Impact

Account	Description	Available	Project	Remaining Balance

No negative financial impact

Attachment:

DRAFT RESOLUTION
PZAB APPLICATION
LDR SEC. 22-60
SURVEY
SITE PLAN PACKAGE
STAFF REPORT-2695 NW 141 STREET

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

**PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2023-2024**

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2023-2024 Meeting Dates
1st Tuesday of Each Month)

Date Application Found Sufficient

October 3, 2023
November 7, 2023
December 5, 2023
January 2, 2024
February 6, 2024
March 5, 2024
- April 2, 2024
May 7, 2024
June 4, 2024
July 2, 2024
August 6, 2024
September 3, 2024

August 18, 2023
September 15, 2023
October 13, 2023
November 17, 2023
December 15, 2023
January 12, 2024
February 16, 2024
March 15, 2024
April 12, 2024
May 17, 2024
June 14, 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:



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:

GABY PUJOL 19512 N.W. 79th Miami FL 33015

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I GABY PUJOL, being first duly sworn, depose and say that I am the owner of the property legally described as:
22 52 41.92 AC ML DEG 257.15 FT W / 15 FT W / 1.17 FT N OF SW COR BLK 314 RD 49-12 TH W 198.66 FT S 64 DEG W BS. 3 FT W OS 18 FT NELY AD 317.18 FTS 53 DEG ET S 122.1 FT TO POB LOT SIZE 4014 SQ FT OR 19314-2630 0201

I do give to TULIA ZALLO 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 3rd day of MARCH

Notary Public

My commission expires: 06/09/24

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, GARY PUJOI, being first duly sworn, depose and say that I am the OWNER of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.

Signature [Signature]

Date 3/20/2024

Sworn to and subscribed before me:

This 20th day of March, 2024

Notary Public [Signature]

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

My commission expires 06/09/24



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: 2695 INVESTMENTS LLCPROPERTY OWNER'S ADDRESS: 19512 NW 79 CT, HIALEAH, FL 33015
Number/Street City State/Zip CodeAPPLICANT'S NAME: GABY PUJOLAPPLICANT'S ADDRESS: 19512 NW 79TH CT, HIALEAH, FL FL 33015.
Number/Street City State/Zip CodePHONE NUMBER: OFFICE _____ HOME _____ OTHER 786-298-0262SUBJECT PROPERTY ADDRESS: 2695 NW 141ST STREET, OPA LOCKA, FL 33054
Number/StreetTAX FOLIO NUMBER: 08-2122-000-0120 PRESENT ZONING: B2LEGAL DESCRIPTION: 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 W 125.3FT W 35.88FT NELY AD 317.18FT S 53DEG E 150FT S 122.1FT
TO POB LOT SIZE 40119 SQ FT OR 19514-2630 0201 1

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:

Attach copy of identification



PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2695 NW 141 St Ocala, FL 33054

LEGAL DESCRIPTION: Lot 22 of 27, 0000120 Zoning B-3

22 52 41.921 AC NL 130' 357.15 FT W & 1.77 FT
N OF SW BLK 314 RB 49-72 TH W 143.69 FT S
1/4 DEG W 125.3 FT W 35.88 FT NELY RD 217.18 FT
S 53 DEG E 100 FT S 122.1 FT TO RD LOT SIZE 4014759

I SUPPORT THIS DEVELOPMENT REQUEST V OR 19514-2630 0201 1

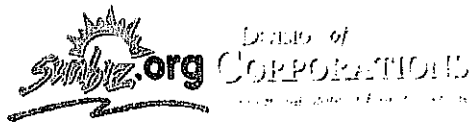
I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

(305)

PROPERTY OWNER'S NAME: S.S. V Corp. PHONE: 549-8372

ADDRESS (if different): 2530 NW Service Rd.
Ocala, FL 33054

Signature



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
2695 INVESTMENTS LLC

Filing Information

Document Number	L16000011416
FE/EIN Number	81-1232692
Date Filed	01/15/2016
Effective Date	01/15/2016
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/09/2023

Principal Address

2695 NW 141th ST
OPALOCKA, FL 33054

Changed: 07/11/2017

Mailing Address

2695 NW 141th ST
OPALOCKA, FL 33054

Changed: 07/11/2017

Registered Agent Name & Address

PUJOL, GABY M
2695 NW 141th ST
OPALOCKA, FL 33054

Name Changed: 05/01/2018

Address Changed: 05/01/2018

Authorized Person(s) Detail

Name & Address

Title MGR

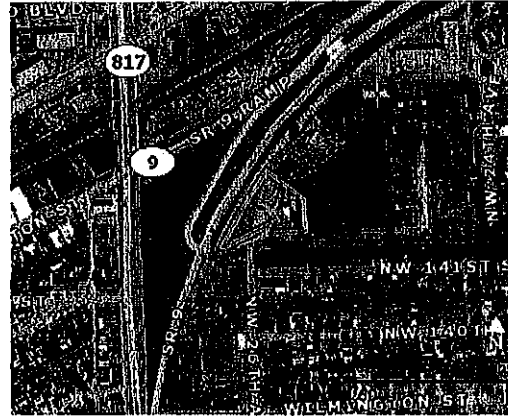


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 03/11/2024

PROPERTY INFORMATION	
Folio	08-2122-000-0120
Property Address	2895 NW 141 ST OPA-LOCKA, FL 33064-4051
Owner	2895 INVESTMENTS LLC
Mailing Address	19512 NW 79 CT HIALEAH, FL 33015
Primary Zone	6800 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



ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$561,656	\$401,190	\$401,190
Building Value	\$0	\$0	\$0
Extra Feature Value	\$12,289	\$12,488	\$12,708
Market Value	\$573,935	\$413,678	\$413,898
Assessed Value	\$390,991	\$355,447	\$323,134

BENEFITS INFORMATION				
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).

SPECIALTIES DESCRIPTION	
22 52 41 .921 AC M/L	
BEG 367.15FTW & 1.17FT N OF	
SW COR BLK 314 PB 49-72 TH W	
143.89FT S 64 DEG W125.3FT	
W35.88FT NELY AD 317.18FT S 53	

TAXABLE VALUE INFORMATION			
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

SALES INFORMATION			
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
12/01/1989	\$0	19419-0023	Sales which are disqualified as a result of examination of the deed
05/01/1995	\$25,000	18822-1735	Other disqualified

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/discclaimer.asp>

Received:
By:
Date:

Attach copy of Identification



PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 2695 NW 141 ST
LEGAL DESCRIPTION: 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 W 125.3FT W 35.88FT NELY AD 317-18FT S
53DEG E 150FT S 122.1FT TO POB LOT SIZE 40119 SQ FT OR
19514-2630-0201-1

I SUPPORT THIS DEVELOPMENT REQUEST X

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: GABY PUJOL PHONE: 786-298-0262

ADDRESS (If different): 9512 NW 79TH CT, HIALEAH, FL FL 33015.


Signature



March 15, 2024

City of Opa-locka
Planning & Zoning Department
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

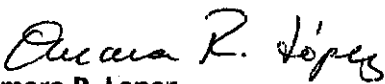
RE: Property Owners List within 375 feet of:

LOCATION: 2695 NW 141 Street, Opa-Locka FL 33054
FOLIO: 08-2122-000-0120
PREPARED FOR: Tulia Rallo
ORDER: 240305

Total number of property owners without repetition: 26

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 375 feet of the subject property listed above. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.


Omara R. Lopez
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

OWNERS LIST

THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 375-FOOT RADIUS OF THE FOLLOWING LEGALLY DESCRIBED PROPERTY

LOCATION: 2695 NW 141 Street, Opa-Locka FL 33054

FOLIO: 08-2122-000-0120

PREPARED FOR: Tulia Rallo

ORDER: 240305

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
Property address: 14301 27 Ave NW
Folio number: 0821220000050

Opa Locka Storage Property LLC
301 E Las Olas Blvd, 2nd Floor
Ft Lauderdale, FL 33301

22 52 41 2.11 Ac M/L Beg At A Pt In N Line Comm Gdns PB 31-5 442Ft E Of
W Line Sec 22 N290.52Ft W277.22Ft To Ely B/L Sr9 SWly Alg Ehy B/L 300Ft
To N Line Of NW 139 St Thence Ely Along N B/L Of 139 St 442 Ft To POB
Property address: 13931 27 Ave NW
Folio number: 0821220000070

13931 Nw 27 Ave LLC
13931 NW 27th Ave
Opa Locka, FL 33054-3652

22 52 41 .51 Ac Comm At SW Cor Of Blk 314 Th S 88 Deg W 474.83Ft Of
E1/4Of Nw1/4 Of Nw1/4 Of Sw1/4 Of Sec Th N 01 Deg W 214.96Ft NEly
Ad 150FtFor POB Th S 53 Deg W 150.43Ft NEly Ad 150Ft N 53 Deg
W 151.70Ft SWly Ad150Ft To POB For Db 3904-9
Property address: 2530 Service Rd
Folio number: 0821220000080

Beja Investment LLC
2530 Service Rd
Opa Locka, FL 33054-3758

22 52 41 .86 Ac M/L Pt Nw1/4 Of Sw1/4 Desc Beg 290.52Ftn Of SW Cor
PB 51-27 For POB W277.22Ft NEly Alg SEly R/W/L Sr #9 Arc Dist 68.89Ft
E132.49Ft N82ft E53.15Ft N138.64Ft E20.14Ft Ne51.88Ft To W/L PB 51-27
Prod N ThS307.09Ft To POB
Property address: 14001 27 Ave NW
Folio number: 0821220000100

Taj Property Management 1 LLC
854 Broken Sound Pkwy NW Apt 209
Boca Raton, FL 33487-3689

22 52 41 .38 Ac Part Of Nw1/4 Of Sw1/4 Desc Beg On W/L PB 51-27 487.52Ft
N Of SW Cor W & Parr N/L PB 31-5 For 68Ft To POB Cont W130.13Ft SW Alg
Curve To Left Arc Of 142.64Ft E 132.49Ft N & Parr W/L PB 51-27 For 82Ft
E53.15Ft N50ft To POB
Property address: 14075 27 Ave NW
Folio number: 0821220000102

D C N Inc
14075 NW 27th Ave
Opa Locka, FL 33054-3654

22 52 41 .22 Ac M/L PB 51-27 Pt Of Nw1/4 Of Sw1/4 - Beg SW Cor Th Nly AlG
W/L 487.52Ft Wly Par L To N/L PB 31-5 68.00Ft To POB Th Wly130.13Ft To
Ely R/W/L St Rd #9 Th NEly Alg Ely R/W/L St Rd #9 Arc Dist 97.11Ft Th Ely
Alg Sly R/W/L Of NW 141St St For 87.26Ft Th Sly88.64Ft To POB

Property address:

Folio number: 0821220000112

D C N Inc

14075 NW 27th Ave

Opa Locka, FL 33054-3654

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

Property address: 2695 141 St NW

Folio number: 0821220000120

2695 Investments LLC

19512 NW 79th Ct

Hialeah, FL 33015-6424

22 52 41 .5 Ac That Pt Of Nw1/4 Of Sw1/4 Per Db 3863-567

Property address: 2560 Service Rd

Folio number: 0821220000130

Fcbb Investments Inc

8905 Lake Park Cir S

Davie, FL 33328-7014

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

Property address: 14120 24 Ave NW

Folio number: 0821220140010

Board Of Public Instruction

1450 NE 2nd Ave

Miami, FL 33132-1308

Gerald Estates PB 49-72 S40ft M/L Of Lot 5 Blk 314

Property address:

Folio number: 0821220140060

City Of Opa Locka

780 Fisherman St

Opa Locka, FL 33054-3806

22 52 41 Long Ests PB 51-27 Lots 1 & 2 Blk 362

Property address: 2570 141 St NW

Folio number: 0821220160010

Taj Property Management 2 LLC

854 Broken Sound Pkwy NW #209

Boca Raton, FL 33487-3689

22 52 41 Long Estates PB 51-27 Lot 3 Blk 362

Property address: 2560 141 St NW

Folio number: 0821220160030

Claudia Romero & H David Romero

891 NW 156th Ave

Pembroke Pines, FL 33028-1523

22 52 41 Long Estates PB 51-27 Lot 4 Blk 362

Property address: 2540 141 St NW

Folio number: 0821220160040

2 Ysas Corp

2859 Kentucky St

West Palm Beach, FL 33406-4242

22 52 41 Long Estates PB 51-27 Lot 5 Blk 362

Property address: 2530 141 St NW

Folio number: 0821220160050

Deborah N Gilbert

2530 NW 141st St

Opa Locka, FL 33054-4042

22 52 41 Long Estates PB 51-27 Lot 6 Blk 362

Property address: 2520 141 St NW

Folio number: 0821220160060

Water Into Wine Real Estate LLC

1540 NW 174th St

Miami, FL 33169-5127

22 52 41 Long Estates PB 51-27 Lot 7 Blk 362
Property address: 2510 141 St NW
Folio number: 0821220160070

Harvey L Williams & W Jule
2510 NW 141st St
Opa Locka, FL 33054-4042

22 52 41 Long Estates PB 51-27 Lot 8 Blk 362
Property address: 2480 141 St NW
Folio number: 0821220160080

Willie Brown & W Sandra
2480 NW 141st St
Opa Locka, FL 33054-4016

22 52 41 Long Estates PB 51-27 Lot 9 Blk 362
Property address: 2470 141 St NW
Folio number: 0821220160090

Eddie M Mccray
2470 NW 141st St
Opa Locka, FL 33054-4016

22 52 41 Long Estates PB 51-27 Lot 43 Blk 362
Property address: 2481 140 St NW
Folio number: 0821220160430

Adam C Olinick
2000 S Bayshore Dr Apt 36
Miami, FL 33133-3251

Long Estates PB 51-27 Lot 44 Blk 362

Property address: 2511 140 St NW
Folio number: 0821220160440

Andrea Mobley Le Rem Melissa E
Mobley & Nathan A B Mobley
2511 NW 140th St
Opa Locka, FL 33054-4062

Long Estates PB 51-27 Lot 45 Blk 362
Property address: 2521 140 St NW
Folio number: 0821220160450

Rafael Suarez
2521 NW 140th St
Opa Locka, FL 33054-4062

Long Estates PB 51-27 Lot 46 Blk 362
Property address: 2531 140 St NW
Folio number: 0821220160460

Debra A Johnson
2531 NW 140th St
Opa Locka, FL 33054-4062

Long Estates PB 51-27 Lot 47 Blk 362
Property address: 2541 140 St NW
Folio number: 0821220160470

Robert A Reyes
2541 NW 140th St
Opa Locka, FL 33054-4062

Long Estates PB 51-27 Lot 48 Blk 362
Property address: 2551 140 St NW
Folio number: 0821220160480

Bonnet Archelus
2551 NW 140th St
Opa Locka, FL 33054-4062

Long Estates PB 51-27 Lot 49 Blk 362
Property address: 2561 140 St NW
Folio number: 0821220160490

Natasha James
2561 NW 140th St
Opa Locka, FL 33054-4062

Long Estates PB 51-27 Lot 50 Blk 362
Property address: 2571 140 St NW
Folio number: 0821220160500

2571 Nw 140 Street LLC
3250 NW 135th St
Opa Locka, FL 33054-4812

Replat Of A Portion Of Block 314 Gerald Estates PB 64-147 Lot A Blk 314
Property address:
Folio number: 0821220200010

930 Warehouse LLC
724 NE 79th St
Miami, FL 33138-4712

Replat Of A Portion Of Block 314 Gerald Estates PB 64-147 Lot B Blk 314
Property address:
Folio number: 0821220200020

930 Warehouse LLC
724 NE 79th St
Miami, FL 33138-4712

Replat Of A Portion Of Block 314 Gerald Estates PB 64-147 Lot C Blk 314
Property address: 14140 24 Ct NW
Folio number: 0821220200030

930 Warehouse LLC
724 NE 79th St
Miami, FL 33138-4712

Replat Of A Portion Of Block 314 Gerald Estates PB 64-147 Lot D Blk 314
Property address: 14120 24 Ct NW
Folio number: 0821220200040

930 Warehouse LLC
724 NE 79th St
Miami, FL 33138-4712

Replat Of A Portion Of Block 314 Gerald Estates PB 64-147 Lot E Blk 314
Property address: 14100 24 Ct NW
Folio number: 0821220200050

930 Warehouse LLC
724 NE 79th St
Miami, FL 33138-4712

375-FOOT RADIUS MAP OF:

LOCATION: 2695 NW 141 Street, Opa-Locka FL 33054
FOLIO: 08-2122-000-0120

PREPARED FOR: Tulia Rallo
ORDER: 240305
DATE: March 15, 2024



SCALE: 1"= 125'



The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305)828-1210
www.thezoningspecialistsgroup.com

PLANNING & ZONING BOARD

JUNE 4TH

2024



TO OPERATE A CAR DEALERSHIP- SPECIAL EXCEPTION REVIEW

APPLICANT'S REQUEST:

Staff Report

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.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follows:

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

- The proposed project site is currently licensed for a Tire Hauling Business and for a Car, Truck & Trailer Storage Business on this 40,119 square foot lot parcel located on the east-side of State Road 9 /Service Road and the North Side NW 141st Street. The site is zoned Commercial Liberal (B-2) and has a land use designation of Commercial. With the current Commercial Liberal zoning designation (B-2), the use would be permitted after special exception review. This site will function as a built environment and the only improvements anticipated may be the installation of landscaping improvements and parking designation.



Figure 1: Google Street View: Service Road/State Road 9



Figure 2: Google Street View: from NW 141st Street

II. Project Details

- Applicant's intent**

The Applicant, Tulio Rallo/T. Rallo Auto Sales, Inc intends to operate a car dealership on a portion of this Commercial Liberal (B-2) zoned property. This business operation is permitted in the B-2 zoning district after Special Exception Review approval. 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 an application request for the operation of a car dealership on this site:

1. To review for special exception to operate a vehicle dealership on this site.

To accommodate the new intended additional use for this commercial site will require the review and recommendation of the Planning & Zoning Board and the review and approval of the City Commission concerning this request.

Site Computations & Land Development Regulation / Zoning Code Table 1	
Applicant	Tulio Rallo/T. Rallo Auto Sales, Inc
Folio Number (s)	Opa-locka: 08-2122-000-0120;
Address Location	2695 NW 141 st Street, Opa-locka, FL 33054
Floor Area Ratio	<1.0 FAR N/A
Zoning	R-1 – Single Family Residential
Zoning Code Consistency	The proposed use of this property for car dealership is consistent with the City Land Development Regulations as a Special Exception.
Existing Land Use	Commercial Business
Future Land Use Designation	Commercial
Comprehensive Plan Consistency	- The proposed use for car dealership which is consistent with the Comprehensive Plan
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec. 22-55, Article IV Sec. 22-79, Article 22-83,
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, May 22, 2024. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, June 4th, 2024. - City Commission Meeting: TBD
Local Government Action Required	The City Commission must review this special exception review and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.

- Overall Analysis**

Existing Conditions:

- The Subject Property is generally adjacent to commercial properties to the north and south and residential properties to the south east and State Road 9 to the North West. There is also public school properties East of this site.
- This development is within a residential neighborhood.

- Property is currently vacant and overgrown.

PZAB Special Exception Review Criteria- (Per Ordinance 15-31, Sec. 22-60, B Approval Criteria)

1. Compliance with the City's Comprehensive Plan.
2. Consistent with the "character and purpose" of the zoning district.
3. The size, shape and character of the property are suited for the proposed use.
4. Compatibility with the existing uses near the property.
5. Will not adversely affect the development of the general neighborhood or district.
6. Will not generate vehicular traffic or create vehicular circulation or ingress/egress problems or parking demands that have an unfavorable impact on surrounding properties when compared with uses permitted by right in the same district.
7. Potential for fire and/or other equally or greater dangerous hazards.
8. Create an unfavorable environment impacts on surrounding uses (e.g. noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisance).
9. Consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property.
10. Site is adequately served by essential public services and facilities not requiring additional public expense in infrastructure improvements.
11. Will not adversely affect any site or feature of historical, cultural, natural or scenic importance.
12. Will not be contrary to the public health, safety, and welfare, provided that denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to the public health, safety and welfare.

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT: SPECIAL EXCEPTION REVIEW ANALYSIS:

The Development if approved

Would be in compliance with the City's Comprehensive Plan
 Would be consistent with the character and purpose of the zoning district.
 The size, shape and character of the property are suited for the proposed use.
 Would be compatible with the existing uses near & adjacent to the property.
 Would not adversely affect the development of the general neighborhood or district.
 Would not generate vehicular traffic or create vehicular circulation or ingress/egress problems that would have an unfavorable impact on surrounding properties when compared with uses permitted by right in the same district given the size of the property.
 Would not increase the potential for fire or /and other equally or greater dangerous hazards.
 Would not create any unfavorable environmental impacts on surrounding uses, including noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisance.
 Would be consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property.

PZAB SITE PLAN APPROVAL CRITERIA-(Per Ordinance 15-31, Sec. 22-55, B Approval Criteria)

1. The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.

2. The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
3. The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT: SITE PLAN ANALYSIS

The development if approved conforms to the Comprehensive Plan.

The development if approved will have a favorable impact on the economy of the City.

The development if approved will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

Surrounding Zoning Designation Map



The Site is highlighted in image

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial	Commercial	B-2
South	Commercial	Commercial	B-2 R-1
East	Residential / Civic	Residential / Civic	R-1 / Civic
West	N/A	N/A	N/A

COMPLIES

- **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?

- Findings:

- The proposed development use to operate a car dealership is in harmony with the general characteristic of the surrounding neighborhood: Single Family 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 for this site. *(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 has the benefit of a fence being already installed on this site in accordance with the LDR.

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 Commercial LU category location which is appropriate for the operation of a car dealership.

- **B-2 (Commercial Liberal) Permitted Uses:** Project Specific: *Operation of a Car Dealership on this site.*

COMPLIES

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code B-2 (Commercial Liberal) zoning district would permit this use, if special exception review is approved by the City Commission. This use is compatible with the zoning of the proximal zoning districts.

- **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 signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. **Project Need Assessment / other Required Approvals**

1. Special Exception Review

Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, June 4, 2024

IV. **Development Review Committee (DRC): Meeting Review Comments**

1. **Capital Improvement Project (CIP):**

- No issues reported for the proposed Site Plan

2. **Building:**

- N/A

3. **Police:**

- N/A

4. **Community Redevelopment Agency (CRA):**

- N/A

5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**
 - Development Agreement under review
8. **Public works:**
 - N/A
9. **Inter-jurisdictional Review:**
 - N/A

V. Staff Recommendation:

- Staff recommend approval of the Special Exception Review.

VI. Attachments:

Planning and Community Development Department

	Name and Title	Initials
Project 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. 2024-06-04-02,

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.

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: 6-4-2024
 - 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 are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed construction of a twin home building on this vacant property.

Sec. 22-60. Conditional Use and Special Exception Applications

The purpose of a conditional use is to allow uses not permitted by right but which may provide for an individual or community-serving need and which, subject to conditions, would not negatively impact the integrity of the zoning district. Special Exception uses are permitted in a zoning district but only after public hearing. Conditional Uses and Special Exceptions may be approved by the City Commission after recommendation from the Planning Council as further provided for in this Article.

- A. General Criteria. Applications for a Conditional Use or Special Exception may require the submission of a site plan in accordance with the provisions of this Chapter. No certificate(s) of occupancy shall be issued for any use unless said use has been approved by the Department. An application for a Conditional Use or Special Exception shall be made to the Department prior to an application for a building permit and will only be accepted if all other ordinances and provisions of the City have been complied with. Except as may otherwise be required by law or administrative procedures, all required county, regional, state, or federal agency approvals shall be obtained prior to the approval of an application.
- B. Approval Criteria. The Planning Council and City Commission shall use the following criteria in making their decision regarding approval or disapproval of a Conditional Use or Special Exception application:
 - 1. Compliance with the City's Comprehensive Plan.
 - 2. Consistent with the "character and purpose" of the zoning district.
 - 3. The size, shape and character of the property are suited for the proposed use.
 - 4. Compatibility with the existing uses near the property.
 - 5. Will not adversely affect the development of the general neighborhood or district.
 - 6. Will not generate vehicular traffic or create vehicular circulation or ingress/egress problems or parking demands that have an unfavorable impact on surrounding properties when compared with uses permitted by right in the same district.

7. Potential for fire and/or other equally or greater dangerous hazards.
8. Create an unfavorable environment impacts on surrounding uses (e.g. noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisance).
9. Consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property.
10. Site is adequately served by essential public services and facilities not requiring additional public expense in infrastructure improvements.
11. Will not adversely affect any site or feature of historical, cultural, natural or scenic importance.
12. Will not be contrary to the public health, safety, and welfare, provided that a denial based exclusively on this language shall include explicitly findings regarding the way in which granting the special exception would be contrary to the public health, safety and welfare.

C. Application. Any application for a Conditional Use or Special Exception shall include the following information, if determined by the Director to be applicable:

1. The location and size of the site, including its legal description and a current certified survey.
2. The recorded ownership interests including liens and encumbrances and the nature of the developer's interest if the developer is not the owner.
3. The relationship of the site to existing development in the area including streets, utilities, residential and commercial development, and physical features of the land including pertinent ecological structures.
4. The density or intensity of land use to be allocated, all parts of the site to be developed, together with tabulations by acreage and percentage thereof.

5. The location, size, and character of any open space, common or otherwise.
6. The use and the number of stories and height, bulk, and location of all buildings and other structures.
7. The requirements as set forth in this Chapter and other Chapters, including the necessary documentation for providing required improvements such as streets, water supply, storm drainage, parking, landscaping, and sewage collection as well as the provisions for all other appropriate public and private services such as police or security protection, fire protection, and refuse collection.
8. The substance of covenants, grants of easements, or other restrictions proposed to be imposed upon the use of the land, buildings, and structures including proposed easements or grants for public utilities.
9. Any additional data, plans, or specifications which the applicant believes is pertinent and will assist in clarifying his application.
10. A demonstration that the proposed conditional use does not degrade adopted levels of service in the City.

D. Planning Council Recommendation. The Department's written recommendations shall be transmitted to the Planning Council and a public hearing shall be conducted. The Planning Council shall make a recommendation to the City Commission for approval, denial or approval subject to conditions.

E. City Commission Approval. The Department's written recommendations along with the recommendations of the Planning Council shall be transmitted to the City Commission and a public hearing shall be conducted before the Commission, who shall deny; approve; or approve the use subject to conditions. Violation of the conditions and safeguards, when made a part of the terms under which the Conditional Use is granted, shall be deemed a violation of this Chapter.

**DRAFT
MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
JUNE 4, 2024, 7:00 P.M.**

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 7:24 p.m. on June 4, 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: Chair Elio Guerrero, Board Member Audrey Dominguez, Board Member Aldo Mata, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes and Board Member Dawn Mangham.

Also in attendance were Planning and Community Development Director Gregory Gay, Zoning Official Gerald Lee, Assistant City Attorney Candice Cobb Bell, and Planning and Zoning Board Clerk Diana Cheng.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

All present stood for the Pledge of Allegiance.

4. APPROVAL OF MINUTES

- **PZAB Minutes – May 7, 2024**

Motion made by Board Member Dominguez, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

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.**

Planning and Community Development Director Gregory Gay recalled that at their May 2024 meeting, the Board addressed a related Item which amended the City's zoning Code. That Item has undergone first reading before the City Commission and will be presented to them for second reading and approval. Item 1 on tonight's Agenda is related to the same site.

Tracy Slavens, representing the Applicant, explained that the request is for conditional use approval to allow a private indoor shooting range. The site is currently occupied by the Opa-locka Flea Market. She noted that Staff recommends approval of the request, and recalled that the Board unanimously approved a text amendment to allow this conditional use within the I-3 zoning district.

The Applicant has created a definition for "indoor shooting range" which will apply throughout the I-3 district. This use is not allowed by right, but is subject to the conditional use approval process to ensure that the appropriate location, design and safety considerations are in place, and that no new impacts on the City are created.

The range would occupy approximately 40,000 sq. ft. of the existing building and would be a two-story use located on the north end of that structure. Ms. Slavens showed floor plans for the building as well as its exteriors and parking area. The site is designed with a fully enclosed, secure, and climate-controlled facility and ~~has been~~ will be engineered to meet sound-dampening standards so other tenants or neighbors are not disturbed by noise.

The range will limit access to pre-approved members of the public as well as federal, state, and local law enforcement Officers. It also anticipates serving other agencies such as Florida Special Operations and Florida Department of Law Enforcement (FDLE) personnel. Training exercises for FDLE will be carried out at the site as well as training for Opa-locka Police Officers and other local law enforcement Officers.

Ms. Slavens showed renderings of the range, including its lanes as well as a more dynamic training area. The site will also include meeting rooms and office space. Much of the second floor is open over the floor below.

The site will include restricted access, camera coverage throughout, intrusion detection and response, an alarm system with controlled access and credentials, and remote monitoring for security. The Applicant has committed to supporting Opa-locka Police

Department personnel by offering training in order to foster a safer and more secure environment.

Lieutenant Commander Kaj Larsen of the Florida State Guard, also representing the Applicant, emphasized the Applicant's commitment to partnership with local law enforcement. He added that the site will include a full digital theater as a simulated environment for different training scenarios.

Board Member Hibbert Smith asked how long it would take for the proposed facility to begin operations. Eric Greenwald, also representing the Applicant, replied that he is working as quickly as possible to have the site up and running. The range is proposed for a segregated 40,000 sq. ft. part of the existing building and will not interact with the rest of the building.

Mr. Greenwald continued that the Applicant may not begin buildout of the site until the rezoning and conditional use processes are complete. Their intent is to break ground in late summer and open in the first quarter of 2025. Plans are approximately 30% complete at this time, and a range partner will build, transfer, and set up the facility's ranges and equipment.

Board Member Hibbert Smith explained that her concern was for the vendors in the existing building. Mr. Greenwald asserted that those vendors will not be affected, and that the property's landlord has committed to maintaining the Opa-locka Flea Market on-site. Parking for the range will be separated from Flea Market parking by a fence as an additional security precaution.

Board Member Hibbert Smith requested clarification that Opa-locka Police Officers would be able to use the facility for training. Mr. Greenwald confirmed this, reiterating that the facility will also be membership-based.

Opa-locka Police Chief Kenneth Ottley stated that current training constraints have required Opa-locka Officers to use the Miami-Dade Police Training Bureau at a cost of \$1,000/day, which limits their ability to effectively train Officers. He felt the proposed partnership with the Armory will present significant opportunities for local law enforcement.

Zoning Official Gerald Lee gave a presentation on the Item, recalling that at the May 2024 Planning and Zoning Board meeting, the Board recommended that the City adopt Code to permit this specific use. Tonight's request is for review of a conditional use application.

Zoning Official Lee also emphasized that the existing Flea Market will remain in its current building, and the Armory use will be in a separate building at the rear of the site. The new use will be redeveloped in a separate building closer to 135th Street.

Conditional use approval is requested only for the renovation of the interior of the building. The Applicant will not construct a new building, but will retrofit the existing structure. The subject site is zoned I-3, and the majority of the area shares this I-3 zoning designation.

The following criteria must be met for conditional use approval:

- Project must be in compliance with the City's Comprehensive Plan
- Project must be consistent with the character and purpose of the zoning district
- Size, shape, and character of the property must be suitable for the proposed use
- Project must be compatible with existing uses near the property
- Project may not adversely affect the development of the general neighborhood or zoning district
- Project may not generate vehicular traffic issues, create vehicular circulation or ingress/egress issues, or create parking demands that would have an unfavorable impact on surrounding properties in comparison with uses permitted by right in the same zoning district
- Potential for fire or other equally dangerous hazards, including noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisances, will not create an unfavorable environmental impact on surrounding uses
- Project must be consistent with existing and planned pedestrian vehicular circulation adjacent to and near the property
- Site must be adequately served by essential public services and facilities not requiring additional public expense or infrastructure improvements
- Site will not adversely affect any site or feature of historic, cultural, natural, or scenic importance
- Site will not be contrary to public health, safety, or welfare, providing that any denial based exclusively on this language shall include explicit findings regarding the way in which granting the special exception would be contrary to public safety and welfare

Zoning Official Lee stated that there are specific parking requirements for the subject site which will comply with Code.

Zoning Official Lee advised that the proposed request would meet the criteria listed above for conditional use approval, and concluded that Staff recommends approval of the Application.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Dominguez, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

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.

Director Gay advised that the subject property is located on the northern edge of State Road (SR) 9. It has been used for several automotive and parking-related uses in the past, not all of which had proper licensure or certification. Staff has worked with the property owners for a number of years to determine a process by which operations on the site may be legalized. There are no individuals present to represent the Applicant at tonight's meeting.

Zoning Official Lee explained that the request is for special exception review for a car dealership. The property has seen many challenges and has been a source of violations in the past. City Staff found some of those uses to be licensed, although secondary or tertiary activities on the same site were unlicensed. The current owner complied with Code requirements by seeking a special exception to approve the existing car dealership.

Zoning Official Lee continued that the Applicant is not using the entire site: there are two other uses on the property, including a tire-hauling business and trailer storage. The car dealership is only on one portion of the site. No repair work will be done at that dealership.

Zoning Official Lee stated that the zoning area surrounding the subject property includes commercial uses, with the exception of a school and apartments. The property is zoned B-2, as are the sites surrounding it with the exception of the school, which is zoned for Civic use, and residential property located to the south east.

Zoning Official Lee called the Board's attention to the criterion addressing vehicular traffic and ingress/egress, pointing out that the proposed dealership would not take up the entire site. This means customers will have room to drive into the site without creating any problems related to congestion. The site is a built environment, with an office structure and infrastructure connections already existing. No new construction is expected, and there may be installation of trees or shrubs to comply with landscaping requirements or striping on the parking lot.

Zoning Official Lee concluded that the Application meets all special exception criteria. Staff recommends approval of the Application, noting that special exceptions and conditional uses include most of the same standards.

Board Member Mata asked if the other uses on the property are currently licensed. Zoning Official Lee confirmed that these licenses will be effective through September 30, 2024. He added that car dealerships are allowed in B-2 zoning districts by special exception.

At this time Chair Guerrero opened the public hearing, which he closed upon receiving no input.

Motion made by Board Member Mata, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

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.

Director Gay explained that roughly 18 months ago, the Florida Legislature passed Senate Bill (SB) 102, also known as the Live Local Act, which was intended to shorten the timeline in which new housing or mixed-use development can be built in non-residential areas. These locations may be zoned for mixed use, commercial, or industrial use.

A property owner who wishes to undertake mixed-use development in any of these zoning districts would be able to go through an accelerated process which, in some cases, would not require action by local boards or governing bodies. Local municipalities are required to address this legislation in some manner.

The Florida Legislature recently made modifications to this legislation which were approved in spring 2024. Director Gay advised that the proposed Ordinance will have some impact on the Planning and Zoning Board as well as on the City Commission. He again emphasized that the legislation is intended to accelerate the development process for affordable housing by creating more opportunities for mixed-use development.

Zoning Official Lee reiterated that the Live Local Act is already state law, and each Florida municipality must determine how they will adopt and support it. It will streamline the process of development because developers will not always have to come before a body such as the Planning and Zoning Board as well as the City Commission for review. These steps can add six to nine months to development approval time.

The Live Local Act also changes local governments' land development Codes, including how certain proposed affordable housing developments can be treated. It will not allow local governments to provide rent controls, and provides other development incentives, such as allowing a multi-family or mixed-use residential development in commercial, mixed-use, and industrial zoning areas. At least 40% of these projects must be affordable to households earning low incomes.

The legislation also overrides the City's ability to require a zoning change, land use change, special exception, or conditional use changes for residential housing. The City also may not require variances and may not amend their Land Development Regulations with respect to building heights or increased densities or their Comprehensive Plans.

The Live Local Act requires that mixed-use residential affordable developments must dedicate at least 65% of the total square footage of a project for residential purposes. It prohibits local governments from restricting density numbers below the highest allowed density on any land under its jurisdiction: for example, if the zoning of a specific property would reduce the density proposed by the developer, the Act allows the developer to apply the highest density permitted within the City for their project. This also applies to building heights: if a zoning district restricts building height to four stories, but the City's highest approved level for building heights is higher than four stories, the developer can construct a building with that highest approved height.

Local governments are also required to consider parking reductions for affordable projects if the proposed development is within one half-mile of a major transit stop that is accessible from that development.

Municipalities which designate less than 20% of their land area for commercial or industrial uses may authorize proposed mixed-use residential affordable multi-family projects in areas zoned for commercial or industrial use. Zoning decision-making authority is also removed from the local government or that local government's advisory bodies, as the Live Local Act requires that affordable multi-family housing developments be administratively approved if the proposed development complies with the regulations stated in this presentation. This means Planning and Zoning Board or City Commission approval would not be necessary for a project that complies with the Live Local Act.

Local governments are required to make a list of governmentally-owned properties that could be used for affordable housing and post that list on the municipality's website. They are also encouraged to apply tax abatement for ad valorem taxes and adopt legislation that considers charitable use for appropriate properties to be developed for affordable housing.

Because the Live Local Act is state law, the City has little influence on amending its requirements. Zoning Official Lee concluded that Staff recommends approval of the Legislation.

Board Member Hibbert Smith requested clarification of the Florida Legislature's motivation behind this bill. Director Gay explained that SB 102 was initially proposed in order to remove government from the review process, particularly with respect to development in commercial or industrial areas. Opa-locka already had legislation permitting a mixed-use overlay on a majority of its commercial areas as well as some residential and industrial areas. The Live Local Act requires that in addition to these steps, developers must be given the opportunity by right to achieve affordable projects without going through a municipal approval process.

Modifications have been made to the original Live Local Act, including changes to parking and height requirements, particularly for communities that have airports and must meet Federal Aviation Administration (FAA) requirements. Opa-locka has had discussions with the FAA regarding an increase of height limitations based on what that entity would allow.

In addition to the Live Local Act's incentives, the Florida Housing Finance Corporation has built up funding for which affordable housing projects may apply. They are now funding three to four projects per year.

Motion made by Board Member Dominguez, seconded by Board Member Hibbert Smith, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

6. ADJOURNMENT

The meeting was adjourned at 8:23 p.m.

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LAND SURVEYING - RESIDENTIAL SERVICES
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... measurably better!

This **BOUNDARY SURVEY** has been prepared
for:

**STEVE MOSCOVITCH
&
DORA MOSCOVITCH**



PROPERTY ADDRESS:

2695 NE 141ST Street
Miami, FL 33054

On your behalf, and as a requirement for your transaction, this document has been coordinated with us by the following firm.
Landtec Surveying, Inc. is a non-affiliated, private firm and remains entirely and solely responsible for its content.



Sheet 1 of 3

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 314, OF GERALD ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 39' 18" WEST ALONG THE SOUTH LINE EXTENDED OF SAID BLOCK 314 FOR 474.83 FEET MORE OR LESS, TO A POINT THAT IS 25.00 FEET EAST OF THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE NORTH 01 DEGREES 59' 41" WEST, PARALLEL TO AND 25.00 FEET EAST OF SAID WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22 FOR 1.55 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NORTHERLY RIGHT OF WAY LINE OF NORTHWEST 141ST STREET, AS RECORDED IN DEED BOOK 2715, AT PAGE 58, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, THENCE NORTH 88 DEGREES 50' 28" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF NORTHWEST 141ST STREET FOR 117.68 FEET TO A POINT, SAID POINT BEING 1.17 FEET NORTH OF THE SOUTH LINE EXTENDED OF SAID BLOCK 314, OF GERALD ESTATES; THENCE NORTH 01 DEGREES 59' 41" WEST PARALLEL TO AND 142.87 FEET EAST OF SAID WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, FOR 122.10 FEET; THENCE NORTH 53 DEGREES 40' 08" WEST RADIAL TO THE NEXT DESCRIBED CURVE FOR 150 FEET; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, BEING 30.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 9, HAVING A RADIUS OF 2081.75 FEET AND A CENTRAL ANGLE OF 8 DEGREES 48' 52", FOR AN ARC DISTANCE OF 317.18 FEET TO A POINT ON THE AFOREDESCRIBED NORTHERLY RIGHT OF WAY LINE OF NORTHWEST 141ST STREET; THENCE NORTH 87 DEGREES 59' 44" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF NORTHWEST 141ST STREET FOR 35.88 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE RUN NORTH 84 DEGREES 31' 44" EAST FOR 125.30 FEET, THENCE NORTH 88 DEGREES 50' 28" EAST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF NORTHWEST 141ST STREET FOR 1.01 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE CONTINUE NORTH 88 DEGREES 50' 28" EAST ALONG THE LAST MENTIONED COURSE FOR 25.0 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS:

2695 NE 141 STREET
MIAMI, FL 33054

INVOICE NUMBER: 71426-SE

DATE OF FIELD WORK: 02/17/2016

CERTIFIED TO
LAWYERS LAND TITLE COMPANY
CHICAGO TITLE INSURANCE COMPANY
STEVE MOSCOVITCH & DORA MOSCOVITCH

FLOOD ZONE: X

FLOOD MAP: 12088C

PANEL: 0138

SUFFIX: L

PANEL DATE: 09/11/2009

COMMUNITY NUMBER: 120657

General Notes:

1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM LANDTEC SURVEYING. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. CORNERS SHOWN AS "SET" ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) # 5639.

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.



Digitally signed by
Andrew Snyder, P.S.M.
DN: cn=Andrew Snyder,
P.S.M., o=Landtec
Surveying, ou,
email=asnyder@landtec
hsurvey.com, c=US
Date: 2016.02.17
13:34:06 -05'00'

DATE:

02/17/2016

ANDREW SNYDER - PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION No. 5639 (NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

LENDER CERTIFICATION NOTE:

BY AUTHORITY GRANTED PER 5J-17.051(3)(b)(6) FLORIDA ADMINISTRATIVE CODE: FOR MORTGAGE TRANSACTIONS, LANDTEC HEREBY AUTHORIZES CERTIFIED TITLE AGENTS SHOWN HEREON TO EDIT ANY LENDER CERTIFICATIONS ALREADY SHOWN HEREON AS THEY DEEM NECESSARY TO COMPLETE SAID TRANSACTION. ANY OTHER ALTERATIONS SHALL VOID THIS SURVEY.

ON ELECTRONICALLY DELIVERED SURVEYS, THE LENDER CERTIFICATION SHOWN ABOVE IS AN EDITABLE FIELD THAT MAY BE CHANGED AS NEEDED. UPON EDITING, THIS DOCUMENT WILL REMAIN SIGNED AND SEALED AND CAN BE "SAVED AS" ON YOUR LOCAL DRIVES, AS WELL AS ATTACHED TO FORWARDING EMAILS.



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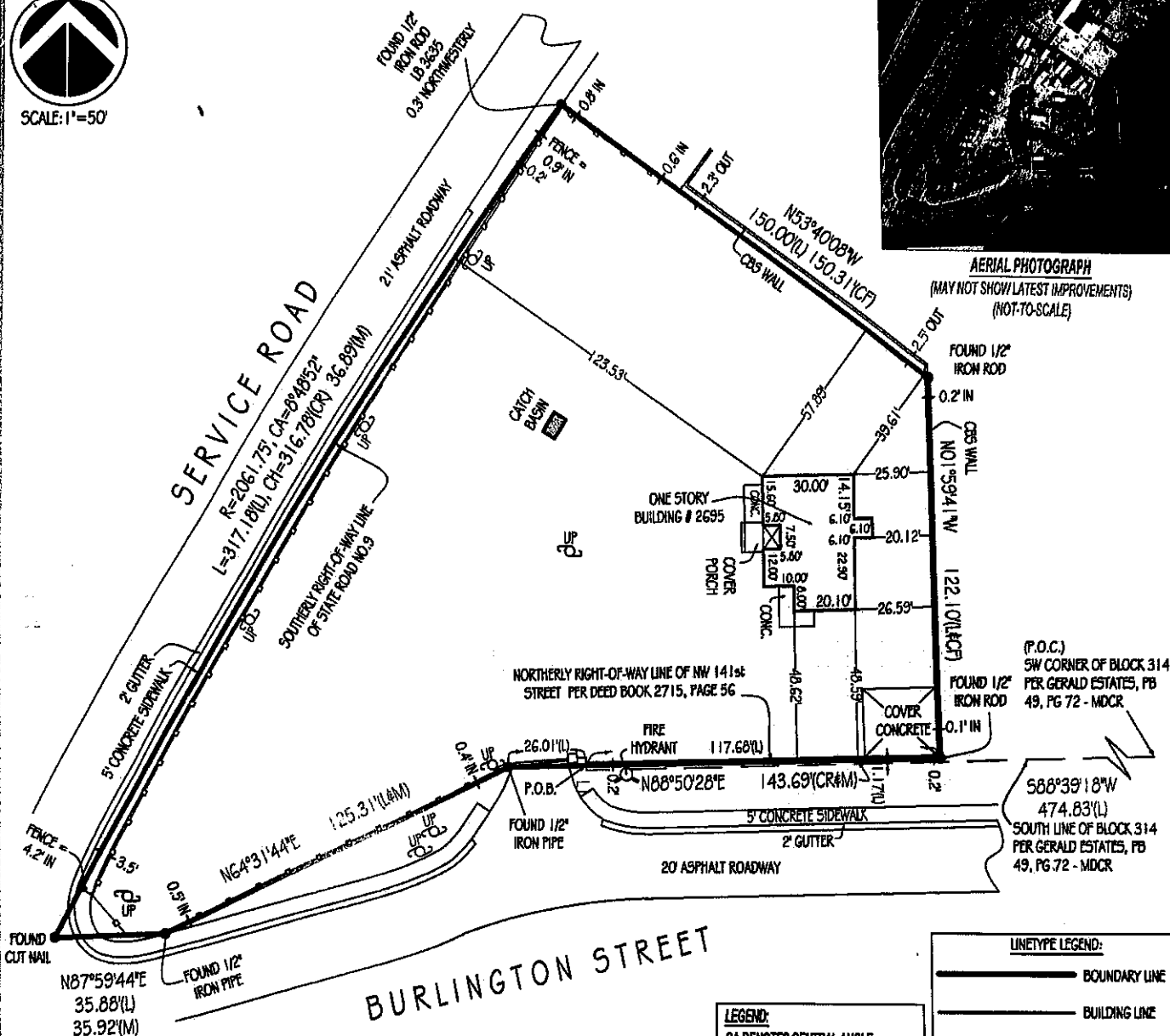
... measurably better!



SCALE: 1"=50'



AERIAL PHOTOGRAPH
(MAY NOT SHOW LATEST IMPROVEMENTS)
(NOT-TO-SCALE)



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°59'41"W	1.55(L)

PLEASE NOTE:
SUBJECT PROPERTY IS SERVICED BY PUBLIC UTILITIES.
Notable Conditions - Please note the following:
- NONE

LEGEND:
CA DENOTES CENTRAL ANGLE
CH DENOTES CHORD DISTANCE
M DENOTES MEASURED
CONC. DENOTES CONCRETE
P DENOTES PLAT
R DENOTES RADIUS
POB DENOTES POINT OF BEGINNING
UP DENOTES UTILITY POLE
WM DENOTES WATER METER
POC DENOTES POINT OF COMMENCING

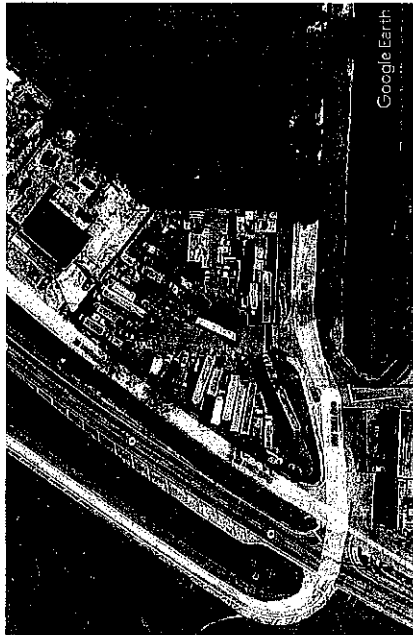
LINETYPE LEGEND:	
	BOUNDARY LINE
	BUILDING LINE
	CENTERLINE
	EASEMENT LINE
	CHAIN LINK FENCE
	METAL FENCE
	OVERHEAD CABLE
ENCROACHMENTS SHOWN IN RED LETTERING	

BEARING REFERENCE: SOUTH LINE EXTENDED OF BLOCK 314 PER PLAT OF GERALD ESTATES (PB 49, PG 72 - MDCR) AS S. 88°39'18" W.
ALL BEARINGS SHOWN HEREON REFERENCED THERETO.

Landtec Surveying offers services throughout the State of Florida. Please refer to our website at www.LandtecSurvey.com for up to date information about our locations and coverage area.
This survey has been issued by the following Landtec Surveying office:
**600 Fairway Drive - Ste. 101
Deerfield Beach, FL. 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com**

Invoice Number: 71426-SE
Drawn By: E. VARELA
Date of Field Work: 02/16/2018
Revision:
Revision:
Revision:

LANDTEC
LAND SURVEYING - RESIDENTIAL SERVICES
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2695 NW 141st STREET

WORK AREA

UNDER THIS APPLICATION

PLOT PLAN



PROPERTY INFO:

FOLIO# 08-2122-000-0120
PA Primary Zone B-2
6500 COMMERCIAL - CLASSIFIED
Primary Land Use
1066 VACANT LAND - COMMERCIAL : EXTRA FEA
OTHER THAN PARKING

Lot Size

40,119 Sq.Ft

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

ZONING: B-3

SCOPE OF WORK:

NEW PARKING FOR DEALER AND OFFICE BUILDING.

PROJECT NAME: AUTO DEALER PARKING LOT

2695 NW 141st STREET

PROPERTY CONTROL NUMBER: 08-2122-000-0120

ZONING DISTRICT: B2

SUBDIVISION: OPA-LOCKA

GENERAL BUILDING CODE : FLORIDA BUILDING CODE 2020, 7th EDITION

LEED

The most recent version of the Leadership in Energy and Environmental Design® Rating System which is a third party certification system designed for rating various building types as developed by the U.S. Green Building Council.

Sec. 22-80, B-2 Commercial Liberal Business District

The Commercial Liberal Business District provides for commercial centers that offer a wide range of retail or service facilities.

Table of Standards

Standard	B-2
Intensity	2.4 Floor Area Ratio
Minimum Site Area	5,000 s.f. for existing subdivisions, 10,000 s.f. for re-plot or new plot
Setbacks	Front - 10 feet Side, interior lot - 0 feet, or 10 feet if abutting residential Side, corner - 15 feet, or 0 feet when abutting a canal right of way Rear - 15 feet, or 0 feet when backing onto a canal right of way or alley
Maximum Height	4 stories or 55 feet, whichever is less

Maximum Impervious Area	80 percent of site.
Accessory Structure Height	20 feet
Accessory Structure Setbacks	Front - Not permitted in front Side - 10 feet Side, street - 10 feet Rear - 10 feet, 25 feet when abutting or adjacent to residential

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.

Projects which substantially contribute architecturally to the City's Moorish Architecture goals, as outlined in the "Arabic Mold Architectural Style Guide", as it may be updated from time to time, are eligible for a 20% increase in floor area.

Projects that demonstrate design excellence, as defined in this Article, are eligible for up to a 20% increase in floor area.

The maximum floor area increase that can be achieved through a combination of development bonuses shall not exceed 20%.



Firmado digitalmente por
Ramon J Collado
Fecha: 2024.03.20
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Firmado digitalmente
 por Ramon J Collado
 Fecha: 2024.03.20
 135148-0400



RAMON J. COLLADO

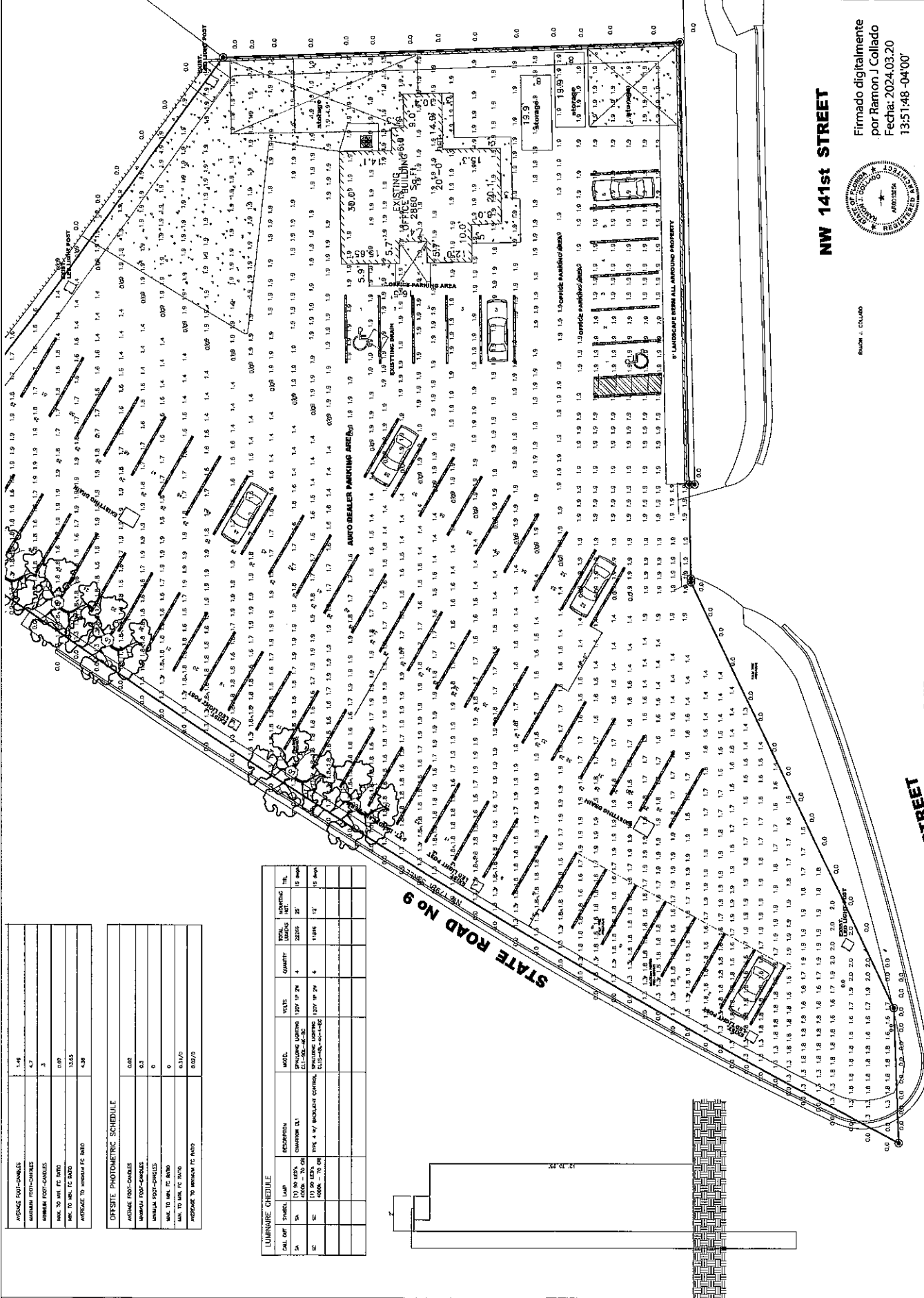
NW 141st STREET

NEW PARKING FOR AUTO DEALER &
 OFFICE BUILDING
 2895 NW 141st STREET
 MIAMI, FL 33122



RAMON J. COLLADO - ARCHITECT
 ARCHITECTURE PLANNING INTERIORS
 9734 NORTHWEST 31 STREET
 DORAL, FLORIDA 33172 (786) 396-4795
 04/03/20

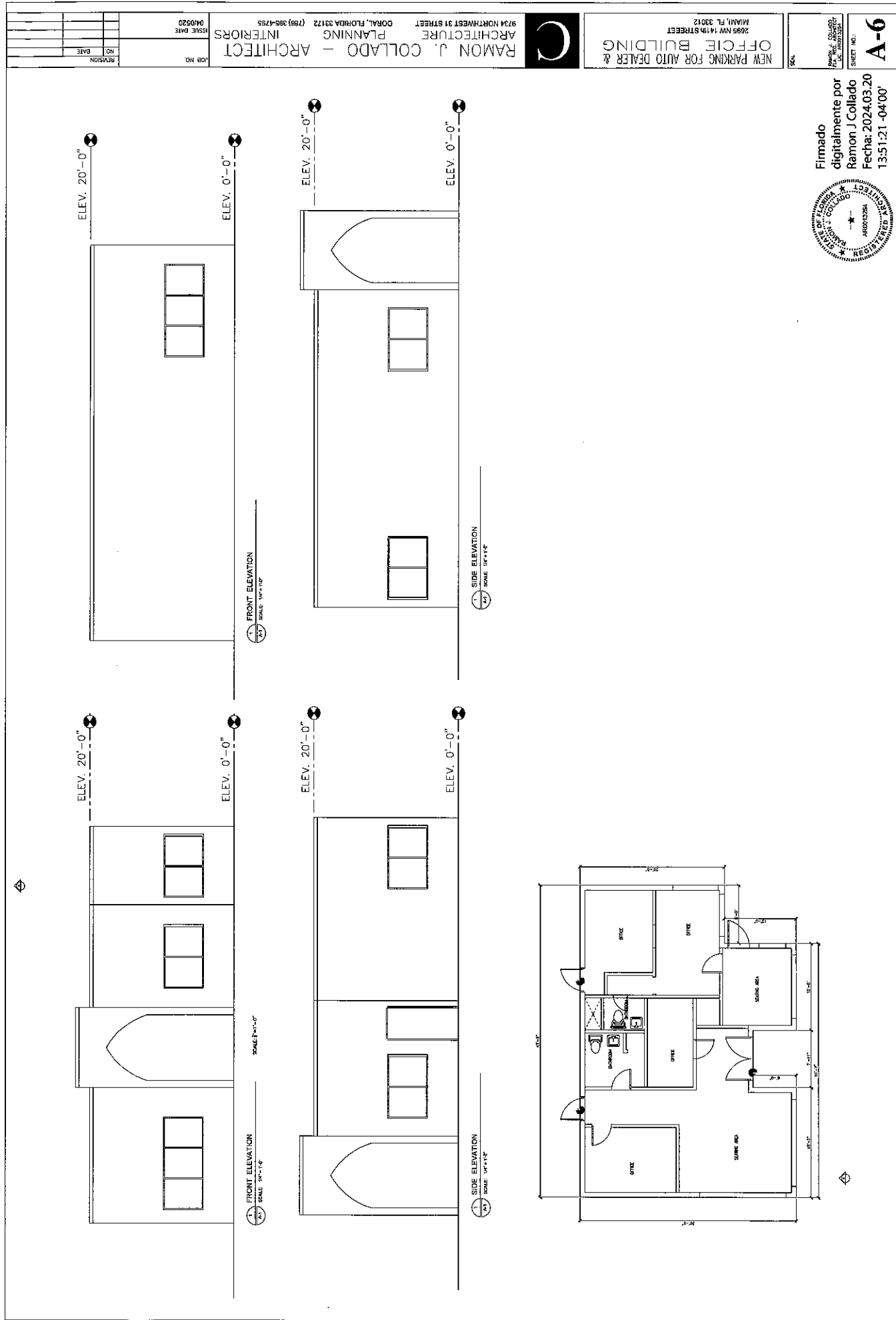
NO.	REVISION	DATE



AVESDAE FOOT-CANDLES	4.48
AVESDAE FOOT-CANDLES	4.2
AVESDAE FOOT-CANDLES	3
AVESDAE FOOT-CANDLES	0.07
AVESDAE FOOT-CANDLES	13.65
AVESDAE FOOT-CANDLES	4.38

OFFSITE PHOTOMETRIC SCHEDULE	
AVESDAE FOOT-CANDLES	6.02
AVESDAE FOOT-CANDLES	6.2
AVESDAE FOOT-CANDLES	6
AVESDAE FOOT-CANDLES	6.31/0
AVESDAE FOOT-CANDLES	6.52/0

LUMINAIRE SCHEDULE	MODEL	QUANTITY	WATTAGE	WATTAGE	WATTAGE
1A	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1B	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1C	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1D	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1E	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1F	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1G	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1H	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1I	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1J	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1K	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1L	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1M	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1N	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1O	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1P	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1Q	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1R	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1S	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1T	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1U	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1V	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1W	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1X	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1Y	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT
1Z	100 WATT	100 WATT	100 WATT	100 WATT	100 WATT



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCES TO "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 27, 2024, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Ordinance 2024-07, adding Future Agenda Items to the Commission Agenda, seeking to give the City Manager the best opportunity to utilize City Staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, Future Agenda Items has required a majority vote to discuss an item at the following commission meeting and provides City Staff with guidance in the preparation of commission items, thereby giving items a better opportunity for passage and more clarity; and

WHEREAS, while the intent of Future Agenda Items was to allow staff adequate time to research and prepare an agenda item, the process has also caused a delay in the presentation of legislation; and

WHEREAS, it is the intent of this Ordinance that, upon approval of this legislation, any legislation to be considered by the City Commission shall be submitted to the City Manager or designee for fiscal analysis no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the next regularly scheduled Commission Meeting. The City Manager shall serve as the central repository of agenda items. The City Manager will forward the Agenda Cover Memos and all supporting documents to the City Attorney no later than 12:00 p.m. on the following Tuesday; and

WHEREAS, the City Commission desires to amend Section 2-45 of Article II, Division 2, of the City of Opa-Locka's Code of Ordinances entitled "Agenda" to remove all reference to Future Agenda Item(s).

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 entitled "Agenda" to remove all reference to Future Agenda Items with renumbering and relettering as necessary and shall read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

~~(19) Future agenda items;~~

(1920) Mayor/commission reports;

(2021) Official board appointments;

(2122) Adjournment.

~~*(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.*~~

(d) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(e) Preparation of agendas.

~~*(1) Except in the case of future agenda items, a*~~*All requests for placement of items on a regular city commission agenda by the City Manager or a department head shall be submitted and reviewed by the city manager, or the city manager's designee, for a fiscal impact analyses, no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;*

(2) The city manager, or designee, shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney within twenty-four (24) hours from the Monday received, 8 business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve, if legally sufficient and submit the completed items to the city clerk's office no later than 12:00 p.m. on the Tuesday, three(3) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials at the time of submission to the city clerk.

(5) The clerk is required to time stamp any items not submitted electronically;

(6) Any items that are submitted beyond the deadlines set forth herein may be placed on the following regular commission agenda subject to the process described herein;

(7) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting by a 4/5 vote of the city commission;

~~*(8) Future agenda items approved by the City Commission shall be reviewed by the city manager, or the city manager's designee, for a fiscal impact analyses and recommendation no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting and shall be forwarded to the City Attorney within twenty (24) hours. The city attorney shall prepare all legislative items; approve, if legally sufficient and submit the completed items to the city clerk's office no later than 12:00 p.m. on the Tuesday, three(3) business days before the agenda is disseminated;*~~

(8) These procedures shall supersede any prior legislation on this topic.

Section 3. **Other Language Remaining Same.** All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. **Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. **Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED 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

Sponsored By: Mayor Taylor

Moved by: _____

Seconded by: _____

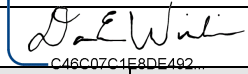
VOTE:

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

DocuSigned by:



C46C07C1E8DE492...

City Manager	Darvin Williams		CM Signature:				
Commission Meeting Date:	10/9/2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Economic Development, Public Safety, Quality of life & City Image			
	X						
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka repealing Ordinance 2024-07 and amending Article II, Division 2 Section 2-45 entitled "Agenda" to remove the section titled "Future Agenda Items".

Staff Summary:

On March 27th, 2024, the City Commission adopted Ordinance 2024-07 amending Article II, Division 2 Section 2-45 to include the placement of future agenda items to the City Commission agenda. The City Commission now desires to repeal Ordinance 2024-07 and remove the section titled future agenda items. Although the intent was to allow staff adequate time to research and prepare agenda item, this process also causes a delay in the presentation of legislation.

Upon approval, all requests for placement of legislation must be submitted to the City Manager or designee for fiscal analysis no later than 12:00pm on the Monday, twelve (12) business days prior to the regularly scheduled Commission Meeting. As the central repository of agenda items, the City Manager will forward the agenda cover memos and supporting documentation to the City Attorney no later than 12:00pm on the following Tuesday.

Financial Impact: There is no Financial Impact for this item.

Proposed Action:

The City Commission desires to repeal Ordinance 2024-07 and amend Article II, Division 2 Section 2-45 entitled “Agenda” to remove the section to titled “Future Agenda Items”, staff shall adhere accordingly.

Attachment:

Ordinance 2024-07

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously passed Ordinance 2023-03, amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances, entitled "agenda" to delete all references to "future agenda items"; and

WHEREAS, the Ordinance repealed provisions of previously adopted Ordinance 20-12, which required a section for "future agenda items" because such items provided the City Administration with the opportunity to conduct adequate research and focus on priorities of the majority of the City Commission prior to a final vote; and

WHEREAS, the City Commission now desires to add placement of "Future Agenda Items" back to the City Commission agenda and require a majority vote of the City Commission prior to placement of an item on a City Commission agenda.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 City of Opa-Locka Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future agenda items;

(20) Mayor/commission reports;

(21) Official board appointments;

(22) Adjournment.

(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) Except in the case of future agenda items, all requests for placement of items on a regular city commission agenda by ~~the mayor, commissioners, a department heads and any other party must~~ shall be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. **Other Language Remaining Same.** All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

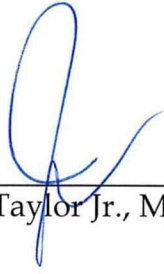
It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

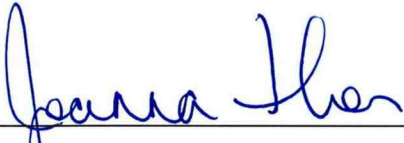
PASSED FIRST READING this 28th day of February, 2024.

PASSED SECOND READING this 27th day of March, 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: Commissioner Bass

Seconded by: Commissioner Williams

VOTE: 3-2

Commissioner Bass	YES
Commissioner Kelley	NO
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	NO

Sponsored by: Vice Mayor Ervin

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING ARTICLE IV, DIVISION I, ENTITLED "PURCHASING" OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTIONS 2-316, 2-317, 2-318 AND 2-320 OF THE CITY'S CODE OF CODE OF ORDINANCES TO REDUCE THE CITY MANAGER'S PURCHASING AUTHORITY FROM TWENTY-FIVE THOUSAND DOLLARS TO (\$25,000.00) TO TEN THOUSAND DOLLARS (\$10,000.00); PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") desires to amend Article IV of its Code of Ordinances in order to reduce the City Manager's purchasing authority; and

WHEREAS, in accordance to Ordinance 2020-07, the City Manager is authorized to award contractual services and supplies not exceeding Twenty-Five Thousand Dollars (\$25,000.00) under certain conditions and without commission approval; and

WHEREAS, the City Commission seeks to amend Sections 2-316, 2-317, 2-318 and 2-320 of the City of Opa-Locka's Code Of Code of Ordinances (Ordinance 2020-07) to reduce the City Manager's discretionary spending authority from Twenty-Five Thousand Dollars to Ten Thousand Dollars (\$10,000.00); and

WHEREAS, this amendment will require that all purchases totaling an excess of Ten Thousand Dollars and one cent (\$10,000.01) must be approved by the City Commission prior to purchases being made; and

WHEREAS, the City Commission has determined that the following amendments to the Purchasing Code are in the best interest of the City of Opa-Locka.

NOW THEREFORE, BE IT ORDAINED BY THE 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 amends Article IV of its Purchasing Code as set forth herein:

DIVISION 1. - GENERALLY

Sec. 2-314. - Legislative intent.

The city commission recognizes that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process of which contractual services are procured. It is essential to the effective and ethical procurement of contractual services that there be a system of uniform procedures to be utilized by city agencies in managing and procuring contractual services; that detailed justification of department or division decisions in the procurement of contractual services be maintained; and that adherence by the department or division and the consultant to specific ethical considerations be required.

To assure efficient and economical purchasing practices, the city manager shall prepare and submit proposed rules and regulations as necessary for city purchases to the city commission for their consideration-. Such rules shall have the force and effect of law when adopted by a majority of the city commission by separate resolution. Amendments thereto may be made in the same manner.

The rules and regulations shall cover administrative procedures and policies to govern the various phases of the city's purchasing practices.

Sec. 2-315. - Definitions.

The following definitions shall apply to this division:

- (1) *Agency* means any of the various city officers, departments, divisions, bureaus, and any other unit of organization, however designated, of the city government.
- (2) *Artist* means an individual or group of individuals who profess and practice a demonstrated creative talent and skill in the area of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording or in any other related field.
- (3) *Contractual service* means the rendering by a contractor of its time and effort rather than the furnishing of specific supplies. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.

- (4) (a) *Extension* means an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with a proportional increase in the total dollar amount, which increase is to be based on the method of rate previously established in the contract.
- (5) *Invitation to bid* (ITB) means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the supplies, group of supplies, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual supplies or group of supplies required.
- (6) *Qualified bidder or qualified offeror* means a person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.
- (7) *Renewal* means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- (8) *Request for letter of interest* (RFLI) means a formal invitation from the city to submit an offer. It identifies in general terms the work required and directs respondents to provide a letter regarding their interest in working with City on a project. Respondents provide a statement of experience and qualifications of key personnel. Costs are not part of the response. Responses are evaluated by an evaluation committee. If there are a large number of respondents, a short list of three to five most qualified respondents are identified. Interviews are conducted by the evaluation committee and are ranked. This ranking is presented to the city commission with a request for the city manager to be authorized to negotiate and execute a contract which then is then brought back to the city commission for final approval.
- (9) *Request for proposals* (RFP) means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the agency is incapable of specifically defining the scope of work for which the supplies, group of supplies, or contractual service is required and when the agency is requesting that a qualified offeror propose a supplies, group of supplies, or contractual service to meet the specifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions and evaluation criteria. Requests for proposals shall state the relative importance of price and any other evaluation criteria.
- (10) *Request for qualifications* (RFQ) is a formal invitation to vendors to submit a statement of qualifications. This differs from a RFP in that it places greater emphasis on the qualification of the bidder and his/her track record rather than how well the bidder responds to detailed project specifications and requirements. The RFQ identifies the

desired minimum qualifications of the firm, a scope of work statement, any project requirements and states the relative importance of selection criteria that will be used in compiling the short list of prospective bidders for further consideration. Responses are evaluated by an evaluation committee. If there are a large number of bidders, a short list of three to five most qualified bidders are identified. Interviews are conducted by the evaluation committee and are ranked. This ranking is presented to the city commission with a request for the city manager to be authorized to negotiate and execute a contract which then is then brought back to the city commission for final approval.

- (11) *Responsive bidder or responsive offeror* means a person or firm who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.
- (12) *Supplies*: All personal property, including but not limited to, supplies, goods, equipment, material, and printed goods, purchased, leased, or otherwise contracted for by the city.

Sec. 2-316. - Administrative policies; powers, duties and functions of city manager.

The city manager shall develop such administrative policies as necessary for the city purchases to assure efficient and economical purchasing practices. He/She shall have the following powers, duties and functions:

- (1) (a) To canvass all sources of supplies, establish and maintain a vendor list, and contract for the purchase, lease, or acquisition in any manner, including purchase by installment sales or lease-purchase contracts which may provide for the payment of interest on unpaid portions of the purchase price, of all supplies required by the city government or any of its agencies under competitive bidding or by contractual negotiation. Any contract providing for deferred payments and the payment of interest shall be subject to specific rules adopted by the city manager.
- (b) The city manager may remove from the vendor list any source of supplies or services which fails more than once to fulfill any of its duties specified in a contract with the city. He/She may reinstate any such source of supplies or services when he/she is satisfied that further instances of default will not occur.
- (2) To plan and coordinate purchases in volume and to negotiate and execute purchasing agreements and contracts under which the city manager shall require city agencies to purchase budgeted supplies.
- (3) To establish a system of coordinated, uniform procurement policies, procedures, and practices to be used by agencies in acquiring contractual services which shall include, but are not limited to:
 - (a) Development of a list of interested vendors to be maintained by classes of contractual services. This list shall not be used to prequalify vendors or to exclude any interested vendor from bidding. All vendors listed in a particular class shall be mailed, by the agency, at the address provided to the city by the vendor, a notice of the ITB, RFP, RFQ or RFLI at least twenty-eight (28) days prior to the date set for submittal of bids or proposals.

- (b) Development of procedures for the releasing of an ITB, RFP, RFQ or RFLI which shall include, but not be limited to, notice in a local newspaper of general circulation twenty-eight (28) days prior to the date set for submittal of bids or proposals.
 - (c) Development of procedures for the receipt of responses;
 - (d) Development of procedures to be used by an agency in deciding to contract, including, but not limited to, identifying and assessing in writing project needs and requirements, availability of agency employees, budgetary constraints or availability, facility equipment availability, current and projected agency work load capabilities, and the ability of any other city agency to perform the services.
 - (e) Development of procedures to be used by an agency in maintaining a contract file for each contract which shall include, but not be limited to, all pertinent information relating to the contract during the preparatory stages, a copy of the ITB, RFP, RFQ or RFLI, documentation relating to the bid process, opening of bids, evaluation and tabulation of bids, and determination and notice of award of contract.
- (4) To prescribe the methods of securing bids or negotiating and awarding supplies contracts, unless otherwise provided by law.
 - (5) To prescribe specific supplies and quantities to be purchased locally.
 - (6) To govern the purchase by any agency of any supplies; to establish standards and specifications for any supplies; and to set the maximum fair prices that shall be paid for any supplies.
 - (7) To establish definitions and classes of contractual services. The authority of the city manager under this section shall not be construed to impair or interfere with the determination by city commission of their need for, or their use of, services including particular specifications.
 - (8) Except as otherwise provided herein, to adopt rules necessary to carry out the purposes of this section, including the authority to delegate to any city agency any and all the responsibility for supervision thereof. Such purchasing of supplies and procurement of contractual services by city agencies shall be in strict accordance with the rules and procedures prescribed by the city manager and this law.
 - (9) Award contracts for the purchase of supplies and contractual services as provided below:
 - a. Any contract for supplies and contractual services not exceeding one thousand dollars (\$1,000.00) may be made in accordance with the small purchase procedures. Supplies purchases shall not be artificially divided so as to constitute a purchase under this section.
 - b. Purchases of supplies and contractual services when the estimated value is between one thousand dollars and one cent (\$1,000.01) and two thousand, five hundred dollars (\$2,500.00) may be made upon receipt of two (2) documented telephone quotes. Purchase shall be made from the most responsive and responsible quoter.

- c. Purchases of supplies and contractual services when the estimated value is between two thousand, five hundred dollars and one cent (\$2,500.01) and seven thousand, five hundred dollars (\$7,500.00) may be made upon receipt of not less than three (3) documented telephone quotes. In order to determine a fair and reasonable price, additional quotes may be solicited. Purchase shall be made from the most responsive and responsible quoter.
 - d. Purchases of supplies and contractual services when the estimated value is between seven thousand, five hundred dollars and one cent (\$7,500.01) and ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) may be made upon receipt of not less than three (3) written quotes. In order to determine a fair and reasonable price, additional quotes may be solicited. Purchase shall be made from the most responsive and responsible quoter.
 - e. Purchases of supplies and contractual services when the estimated value is greater than ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) will be acquired through formal bidding procedures unless exempted as defined in Section 2-318. All purchases of supplies and contractual services must be approved the city commission before the purchase is made.
- (10) Renew contracts below ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) for supplies and contractual services provided that the following criteria are all satisfied.
- a. The terms and conditions of the original contract expressly provide for the city's right to renew the contract at the same prices as originally awarded by the city commission or within price adjustment clause parameters as defined in the solicitation documents or agreement.
 - b. A market survey and/or contract quality review has been conducted to determine if renewal of the contract is in the best interest of the city. For supplies and contractual services originally procured through the request for proposals or letter of interest processes, a market survey shall be performed only if it is determined that, due to a significant change in the industry or profession providing the services, an evaluation of current market conditions would be effective.
 - c. An evaluation of the performance of the contractor under the preceding contract term has determined, in writing, that such performance meets established criteria regarding service, responsiveness and quality levels.
- (11) Delegate purchasing authority to procure supplies and contractual services relating to the maintenance and repair of city equipment in an amount not to exceed one thousand dollars (\$1,000.00) to city staff in accordance with established purchasing procedures. In

the case of an emergency situation declared by either the federal government, state government, or city commission, delegated purchasing authority may be increased to an amount not to exceed seven thousand five hundred dollars (\$7,500.00).

- (12) Sell, trade or otherwise dispose of surplus and obsolete property belonging to the city either by sale, barter or exchange, by sealed bid, public auction, cannibalization, trade in, or other means of disposal as may be appropriate and in the best interests of the city. Disposal of surplus or obsolete property for sums in excess of ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) per item, shall be made only after approval by the city commission.
- (13) The city manager shall have no authority to purchase, lease or sell real property without prior city commission authorization and approval.
- (14) The City Manager shall have no authority to secure legal services, including for the purpose of pursuing an investigation.

Sec. 2-317. Formal competitive procurement required.

All initial awards of contract for supplies and contractual services when the estimated total cost thereof shall exceed ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) shall be awarded by the city commission through the process of competitive sealed bidding, competitive request for proposals and qualifications, or request for Letters of Interest, except as otherwise provided herein.

Sec. 2-318. Exceptions to competitive procurement requirement.

The following are exempt from the requirements of formal competitive procurement:

- (1) Sole source procurement.
 - a. All specifications shall be drafted so as to promote overall economy for the purposes intended, to encourage competition in satisfying the city's need and shall not be unduly restrictive. Brand name specifications are restrictive of competition and shall only be used as specifically provided in this article.
 - b. A contract may be awarded without competition when the city manager makes a written determination, after conducting a good faith review of available sources, that there is only one (1) source for the required supplies or contractual service. The city manager shall conduct negotiations as appropriate to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractors name, amount and type of each contract, and the identification number of each contract file.

- c. All sole source procurements, where the cost of the supplies or contractual services exceeds ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00), shall be authorized by the city commission.
- (2) Emergency procurements. The city manager may make emergency procurements of supplies or contractual services where the cost exceeds ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the supplies or contractual service procured under this contract, and the number of the purchase order, if any. The city commission must be notified, after the fact, of such procurements in excess of ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00) at the next scheduled commission meeting. In any event any increase over the original amount of an emergency procurement reported to the city commission exceeding ten (10) percent must be reported to the city commission to be noted for the record.
- (3) Purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. Purchases of supplies or contractual services under the provisions of local, state, and federal purchasing contracts as well as municipal co-operative purchasing organizations and programs shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:
- a. The terms and conditions of the original contract by federal, state, local government or municipal co-operative purchasing organization or program are satisfactory to the city and such terms and conditions are extended to other governmental bodies.
 - b. The original contract by the federal, state, local government or municipal co-operative purchasing organization or program for supplies purchases or procurement of contractual services is current and in effect at the time of the proposed purchase of supplies or services by the city.
 - c. The city manager has determined that the prices of the original contract are competitive and reasonable.
 - d. The city commission must authorize such procurement when the cost of the supplies or contractual services exceeds ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00).

- (4) Exempt contractual services not subject to the competitive procurement requirement are defined as:
- a. Services involving special skill, ability, training, or expertise, which in their nature are unique, original or creative.
 - b. Legal services including paralegals, expert witnesses, appraisal services, investigative services and court reporters.
 - c. Actuarial services.
 - d. Auditing services.
 - e. Academic program reviews or lectures or seminars by individuals.
 - f. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.
 - g. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting, and sculpture, photography, culinary arts, fashion design and the like provided however, that contracts for artistic instructors, coaches, teachers, aides, and assistants are deemed contractual services subject to the requirements of competitive procurement.
 - h. Performing artists and entertainers hired to provide entertainment for the benefit of the citizens of Opa-Locka and the general public at any city facility.
 - i. Maintenance service of equipment. When considered to be in the best interest of the city and recommended by the using department and the services to be performed are by the equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated, the services may be procured without bid.
 - j. Advertising.
 - k. Utilities including but not limited to electric, water and telephone.
 - l. Goods and services provided by other government entities or not-for-profit organizations.
 - m. Copyrighted materials (books, videotapes, etc.) except computer software.
 - n. Food, clothing and other promotional items purchased for resale or distribution to the public.
 - o. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The city manager or his designee may determine if a contractual service must be

procured through the competitive procurement process, if not expressly indicated above.

Sec. 2-319. Contracts for professional services.

All contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, Florida Statutes 287.055 (1991), as amended from time to time, shall be awarded in accordance with the procedures set forth in that Act and any city purchasing procedures adopted in furtherance of that Act.

Selection and negotiation committees shall be created to evaluate the qualifications and performance capabilities of offerors responding to the solicitation for professional services, and to competitively negotiate contracts therefore, in accordance with the requirements of the Consultants Competitive Negotiations Act. The city manager shall have the authority to appoint the members of the selection and negotiation committees for each procurement of professional services made pursuant to the Consultants Competitive Negotiations Act.

Sec. 2-320 Cone of silence.

- (a) *Purpose.* A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/her staff, the city clerk and his/her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than ~~twenty-five thousand dollars (\$25,000.00)~~ ten thousand dollars (\$10,000.00), unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to the city manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefore;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and city commission and their respective staff, the city attorney and his/her respective staff, the city manager and his/her respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:

- (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and city purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the city manager presents his/her written recommendation to city commission;
 - (4) Emergency procurements;
 - (5) Communications with the city attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with section 2-319 and section 2-320;
 - (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff.
- (d) *Procedure.*
- (1) *Imposition.* A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised in a newspaper of general circulation. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, the city attorney, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) *Termination; city council awarding authority.* Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be reimposed until such time as the matter is brought back before the city council for further

deliberation. In the event the city council decides to reject all bids, then the cone of silence shall be lifted.

- (3) *City manager awarding authority.* Except as otherwise provided herein, the cone of silence shall terminate at the time the issuing department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) *Penalties.* Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred dollars (\$500.00) fine per violation and debarment.

Sec. 2-321. - Contract document.

- (a) Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall include but not be limited to:
 - (1) A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - (2) A provision that bills for any travel expenses shall be submitted in accordance with Section 112.061 of the Florida Statutes. A city agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
 - (3) A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Florida State Statutes, Chapter 119 and made or received by the contractor in conjunction with the contract.
 - (4) A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.
 - (5) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.
 - (6) Where applicable, a provision specifying that the contract may be renewed on a yearly basis for a maximum of two (2) years after the initial contract specifying, the terms under which the cost may change as determined in the invitation to bid or request for proposals; and specifying that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of fund.

- (b) The written agreement shall be signed by the city manager and the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the city manager.

Sec. 2-322. - Sale of city property worth two hundred fifty dollars or less.

The city manager shall be authorized to sell any city property certified by him/her to be obsolete and unusable without securing competitive bid if it appears that the obsolete and unusable property shall be of less value than two hundred fifty dollars (\$250.00).

Sec. 2-322.1. - Execution of contracts by city manager.

The city manager shall execute and sign all contracts awarded by the governing body and authorized pursuant to law. The signature of the city manager shall be attested by the city clerk. In the absence of the city manager, the assistant city manager may execute and sign all contracts which shall be attested by the city clerk.

Sec. 2-323. - Minority vendor procurement program.

It is in the best interest of the city that minority vendor procurement program for qualified vendors be established to enable the city to fully utilize the skills and services of such minority vendors in acquiring goods and services by the city.

Sec. 2-324. - Protest procedures.

The following shall govern any protest made by a participant in any competitive process utilized for the selection of a person or entity in regard to any response to a city requests for proposal (RFP)/invitations to bid (ITB)/request for letters of interest (RFLI) and/or requests for qualification (RFQ):

- (1) Protest of any city recommendation for an award in response to a request for proposals shall be filed with the city clerk and mailed by the protesting party to all responders to the bid proposal within seventy-two (72) hours of the city's recommendation for an award or the city's actual award, whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, and shall include all pertinent documents and evidence. The protest letter to the city clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of five hundred dollars (\$500.00) representing the filing fee, plus a cost bond in the amount of two thousand five hundred dollars (\$2,500.00) to reimburse the city for all administrative costs associated with the appeal process. The two thousand five hundred dollars (\$2,500.00) bond shall be returned to the protester if the protester prevails in the hearing before the hearing examiner/special master. If the protester does not prevail the city shall keep the bond. Any grounds not stated shall be deemed waived.
- (2) Protests shall be referred by the city clerk to the city manager who shall select a hearing examiner or special master who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing

examiner shall consider the written protests, supporting documents in evidence, the city's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the city clerk.

- (3) Hearing examiners/special masters shall be members of the Florida Bar.
- (4) The hearing examiner/special master's findings shall be final. Appeals of a decision by the hearing examiner shall be to the county circuit court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.
- (5) Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror or contractor.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General 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.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

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: _____

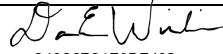
VOTE:

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

DocuSigned by:


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City Manager	Darvin Williams		CM Signature:						
Commission Meeting Date:	10/9/2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		X				
			Public Hearing: <i>(Enter X in box)</i>			1st Reading	2nd Reading		
		X				Yes	No		
						Yes	No		
						X	X		
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No			
						X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:						
		X							
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Economic Development, Public Safety, Quality of life & City Image					
	X								
Sponsor Name	Vice Mayor Ervin		Department:	City Commission					

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending Ordinance 2020-07 to authorize a reduction in the City Manager's purchasing authority from twenty-five thousand dollars to (\$25,000) to ten thousand dollars (\$10,000).

Staff Summary:

In accordance to Ordinance 2020-07, the City Manager is authorized to award contractual services and supplies not exceeding twenty-five thousand dollars (\$25,000) under certain conditions. The City Commission seeks to amend Ordinance 2020-07 and reduce the City Manager's discretionary budget to ten thousand dollars (\$10,000). This amendment will require that all purchases totaling an excess of ten thousand dollars and one cent (\$10,000.01) must be approved by the City Commission prior to the purchase being made.

Financial Impact: There is no financial impact for this item.

Proposed Action:

The City Commission desires to amend Ordinance 2020-07 to authorize a reduction in the City Manager's purchasing authority from \$25,000 to \$10,000.

Attachment:

Ordinance 2020-07

1st Reading/Public Hearing: 03/11/2020
2nd Reading/Public Hearing: 04/08/2020
Adopted: 04/08/2020
Effective Date: 04/08/2020
Sponsored By: City Manager

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING ARTICLE IV, DIVISION I, ENTITLED "PURCHASING" OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 2-315 TO DELETE THE DEFINITION OF COMMODITY; TRANSFER CERTAIN LANGUAGE PERTAINING TO EXCLUSIONS FOR CONTRACTUAL SERVICE TO SECTION 2-318 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR A DEFINITION OF "SUPPLIES" AND REPLACING THE WORD "COMMODITIES" WITH THE WORD "SUPPLIES" IN SECTION 2-315; PROVIDING FOR A DEFINITION OF REQUEST FOR LETTERS OF INTEREST (RFLI); PROVIDING FOR A DEFINITION FOR REQUEST OR QUALIFICATIONS; AMENDING SECTION 2-316 TO CLARIFY THE AUTHORITY OF THE CITY MANAGER RELATING TO PURCHASES OF SUPPLIES AND CONTRACTUAL SERVICES; AMENDING, REPLACING AND RENUMBERING SECTIONS 2-317, 2-318, 2-319, 2-320, 2-323 AND 2-324 OF THE CITY'S CODE OF ORDINANCES; RENUMBERING ALL OTHER SECTIONS AS APPROPRIATE; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") desires to amend Article IV of its Code of Ordinances in order to improve the effectiveness of City purchases and clarify authority for the City Manager; and

WHEREAS, certain provisions of the City's Code have been determined by the City Commission to be outdated or in need of clarification; and

WHEREAS, the City Commission has determined that the following amendments to the Purchasing Code are in the best interest of the City of Opa-locka.

NOW THEREFORE, BE IT ORDAINED BY THE 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 amends Article IV of its Purchasing Code as set forth herein:

DIVISION 1. - GENERALLY

Sec. 2-314. - Legislative intent.

The city commission recognizes that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process of which contractual services are procured. It is essential to the effective and ethical procurement of contractual services that there be a system of uniform procedures to be utilized by city agencies in managing and procuring contractual services; that detailed justification of department or division decisions in the procurement of contractual services be maintained; and that adherence by the department or division and the consultant to specific ethical considerations be required.

To assure efficient and economical purchasing practices, the city manager shall prepare and submit proposed rules and regulations as necessary for city purchases to the city commission for their consideration- Such rules shall have the force and effect of law when adopted by a majority of the city commission by separate resolution. Amendments thereto may be made in the same manner.

The rules and regulations shall cover administrative procedures and policies to govern the various phases of the city's purchasing practices.

Sec. 2-315. - Definitions.

The following definitions shall apply to this division:

- (1) *Agency* means any of the various city officers, departments, divisions, bureaus, and any other unit of organization, however designated, of the city government.

- (2) *Artist* means an individual or group of individuals who profess and practice a demonstrated creative talent and skill in the area of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording or in any other related field.
- ~~(3) Commodity means any of the various supplies, materials, goods, merchandise, printing, equipment, and other personal property purchased, leased, or otherwise contracted for by the city and its agencies. However, commodities purchased for resale are excluded from this definition.~~
- (3) a. *Contractual service* means the rendering by a contractor of its time and effort rather than the furnishing of specific ~~commodities~~ supplies. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.
- b. ~~"Contractual service" does not include:~~
- ~~1. Artistic services.~~
 - ~~2. Academic program reviews or lectures by individuals.~~
 - ~~3. Auditing services.~~
 - ~~4. Legal services including paralegals, expert witnesses including appraisal services, and court reporters.~~
 - ~~c. The acquisition of services from other governmental agencies and the performance of services in house, other than those performed by an employee in an authorized position, wherein the rate of pay for the performances of such services does not exceed the rate of pay for an equivalent authorized position shall not be subject to the provisions of this division.~~
- (54) (a) *Extension* means an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with a proportional increase in the total dollar amount, which increase is to be based on the method of rate previously established in the contract.
- (65) *Invitation to bid (ITB)* means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the ~~commodity~~ supplies, group of ~~commodities~~ supplies, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders

simultaneously. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual ~~commodity~~ supplies or group of ~~commodities~~ supplies required.

- (76) *Qualified bidder or qualified offeror* means a person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.
- (87) *Renewal* means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- (98) *Request for letter of interest (RFLI)* means a formal invitation from the city to submit an offer. It identifies in general terms the work required and directs respondents to provide a letter regarding their interest in working with City on a project. Respondents provide a statement of experience and qualifications of key personnel. Costs are not part of the response. Responses are evaluated by an evaluation committee. If there are a large number of respondents, a short list of three to five most qualified respondents are identified. Interviews are conducted by the evaluation committee and are ranked. This ranking is presented to the city commission with a request for the city manager to be authorized to negotiate and execute a contract which then is then brought back to the city commission for final approval.
- (109) *Request for proposals (RFP)* means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the agency is incapable of specifically defining the scope of work for which the ~~commodity~~ supplies, group of ~~commodities~~ supplies, or contractual service is required and when the agency is requesting that a qualified offeror propose a ~~commodity~~ supplies, group of ~~commodities~~ supplies, or contractual service to meet the specifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions and evaluation criteria. Requests for proposals shall state the relative importance of price and any other evaluation criteria.
- (1140) *Request for qualifications (RFQ)* is a formal invitation to vendors to submit a statement of qualifications. This differs from a RFP in that it places greater emphasis on the qualification of the bidder and his/her track record rather than how well the bidder responds to detailed project specifications and requirements. The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements and states the relative importance of selection criteria that will be used in compiling the short

list of prospective bidders for further consideration. Responses are evaluated by an evaluation committee. If there are a large number of bidders, a short list of three to five most qualified bidders are identified. Interviews are conducted by the evaluation committee and are ranked. This ranking is presented to the city commission with a request for the city manager to be authorized to negotiate and execute a contract which then is then brought back to the city commission for final approval.

(1211) *Responsive bidder or responsive offeror* means a person or firm who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.

(1312) Supplies: All personal property, including but not limited to, supplies, goods, equipment, material, and printed goods, purchased, leased, or otherwise contracted for by the city.

Sec. 2-316. - Administrative policies; powers, duties and functions of city manager.

The city manager shall develop such administrative policies as necessary for the city purchases to assure efficient and economical purchasing practices. He/She shall have the following powers, duties and functions:

(1) (a) To canvass all sources of ~~supply~~ supplies, establish and maintain a vendor list, and contract for the purchase, lease, or acquisition in any manner, including purchase by installment sales or lease-purchase contracts which may provide for the payment of interest on unpaid portions of the purchase price, of all ~~commodities~~ supplies required by the city government or any of its agencies under competitive bidding or by contractual negotiation. Any contract providing for deferred payments and the payment of interest shall be subject to specific rules adopted by the city manager.

(b) The city manager may remove from the vendor list any source of supplies or services which fails more than once to fulfill any of its duties specified in a contract with the city. He/She may reinstate any such source of supplies or services when he/she is satisfied that further instances of default will not occur.

(2) To plan and coordinate purchases in volume and to negotiate and execute purchasing agreements and contracts under which the city manager shall require city agencies to purchase budgeted ~~commodities~~ supplies.

~~(a) Provided, however, that city agencies may, pursuant to Section 287.042(2) Florida Statutes, purchase from a state purchasing agreement or contract and such purchases shall be exempt from the competitive bid requirements applying to their purchases.~~

~~(b) Provided, however, that city agencies may, pursuant to Section 2-10.1 Metropolitan Dade County Code, purchase from a county purchasing~~

~~agreement or contract and such purchases shall be exempt from the competitive bid requirements applying to their purchases.~~

- (3) To establish a system of coordinated, uniform procurement policies, procedures, and practices to be used by agencies in acquiring contractual services which shall include, but are not limited to:
 - (a) Development of a list of interested vendors to be maintained by classes of contractual services. This list shall not be used to prequalify vendors or to exclude any interested vendor from bidding. All vendors listed in a particular class shall be mailed, by the agency, at the address provided to the city by the vendor, a notice of the ~~invitation for bid or request for proposals~~ ITB, RFP, RFQ or RFLI at least twenty-eight (28) days prior to the date set for submittal of bids or proposals. ~~Notice of invitation to bid shall be mailed at least ten (10) days prior to the date set for submittal of bids.~~
 - (b) Development of procedures for the releasing of ~~an invitation for bids and request for proposals~~ ITB, RFP, RFQ or RFLI which shall include, but not be limited to, notice in a local newspaper of general circulation twenty-eight (28) days prior to the date set for submittal of bids or proposals.
 - (c) Development of procedures for the receipt of responses; ~~and~~.
 - (d) Development of procedures to be used by an agency in deciding to contract, including, but not limited to, identifying and assessing in writing project needs and requirements, availability of agency employees, budgetary constraints or availability, facility equipment availability, current and projected agency work load capabilities, and the ability of any other city agency to perform the services.
 - (e) Development of procedures to be used by an agency in maintaining a contract file for each contract which shall include, but not be limited to, all pertinent information relating to the contract during the preparatory stages, a copy of the ~~invitation for bids and request for proposals~~ ITB, RFP, RFQ or RFLI, documentation relating to the bid process, opening of bids, evaluation and tabulation of bids, and determination and notice of award of contract.
- (4) To prescribe the methods of securing bids or negotiating and awarding ~~commodity~~ supplies contracts, unless otherwise provided by law.
- (5) To prescribe specific ~~commodities~~ supplies and quantities to be purchased locally.
- (6) To govern the purchase by any agency of any ~~commodity~~ supplies; to establish standards and specifications for any ~~commodity~~ supplies; and to set the maximum fair prices that shall be paid for any supplies.

- (7) To establish definitions and classes of contractual services. The authority of the city manager under this section shall not be construed to impair or interfere with the determination by city commission of their need for, or their use of, services including particular specifications.
- ~~(8) Negotiations and informal bids for purchases not to exceed twenty five thousand dollars (\$25,000.00). To purchase supplies, equipment or services in the amounts not exceeding twenty five thousand dollars (\$25,000.00), by negotiations and informal bids.~~
- (98) Except as otherwise provided herein, to adopt rules necessary to carry out the purposes of this section, including the authority to delegate to any city agency any and all the responsibility for supervision thereof. Such purchasing of ~~commodities~~ supplies and procurement of contractual services by city agencies shall be in strict accordance with the rules and procedures prescribed by the city manager and this law.
- ~~(10) To use competitive bids of other public entities within the State of Florida, including, but not limited to, Federal GSA, Florida Sheriffs' Association, Dade County Cooperative Purchasing Group, and any other governmental entity within the State of Florida, for purchasing purposes for the city when it is determined to be in the best interest of the city either in the savings of time for delivery of essential materials or a reduction in the dollar amount spent by the city for such purposes~~
- (9) Award contracts for the purchase of supplies and contractual services as provided below:
- a. Any contract for supplies and contractual services not exceeding one thousand dollars (\$1,000.00) may be made in accordance with the small purchase procedures. Supplies purchases shall not be artificially divided so as to constitute a purchase under this section.
 - b. Purchases of supplies and contractual services when the estimated value is between one thousand dollars and one cent (\$1,000.01) and two thousand, five hundred dollars (\$2,500.00) may be made upon receipt of two (2) documented telephone quotes. Purchase shall be made from the most responsive and responsible quoter.
 - c. Purchases of supplies and contractual services when the estimated value is between two thousand, five hundred dollars and one cent (\$2,500.01) and seven thousand, five hundred dollars (\$7,500.00) may be made upon receipt of not less than three (3) documented telephone quotes. In order to

determine a fair and reasonable price, additional quotes may be solicited. Purchase shall be made from the most responsive and responsible quoter.

d. Purchases of supplies and contractual services when the estimated value is between seven thousand, five hundred dollars and one cent (\$7,500.01) and twenty-five thousand dollars (\$25,000.00) may be made upon receipt of not less than three (3) written quotes. In order to determine a fair and reasonable price, additional quotes may be solicited. Purchase shall be made from the most responsive and responsible quoter.

e. Purchases of supplies and contractual services when the estimated value is greater than twenty-five thousand dollars (\$25,000.00) will be acquired through formal bidding procedures unless exempted as defined in Section 2-318. All purchases of supplies and contractual services must be approved the city commission before the purchase is made.

(10) Renew contracts below twenty-five thousand dollars (\$25,000.00) for supplies and contractual services provided that the following criteria are all satisfied.

a. The terms and conditions of the original contract expressly provide for the city's right to renew the contract at the same prices as originally awarded by the city commission or within price adjustment clause parameters as defined in the solicitation documents or agreement.

b. A market survey and/or contract quality review has been conducted to determine if renewal of the contract is in the best interest of the city. For supplies and contractual services originally procured through the request for proposals or letter of interest processes, a market survey shall be performed only if it is determined that, due to a significant change in the industry or profession providing the services, an evaluation of current market conditions would be effective.

c. An evaluation of the performance of the contractor under the preceding contract term has determined, in writing, that such performance meets established criteria regarding service, responsiveness and quality levels.

(11) Delegate purchasing authority to procure supplies and contractual services relating to the maintenance and repair of city equipment in an amount not to exceed one thousand dollars (\$1,000.00) to city staff in accordance with established purchasing procedures. In the case of an emergency situation declared by either the federal government, state government, or city

commission, delegated purchasing authority may be increased to an amount not to exceed seven thousand five hundred dollars (\$7,500.00).

(12) Sell, trade or otherwise dispose of surplus and obsolete property belonging to the city either by sale, barter or exchange, by sealed bid, public auction, cannibalization, trade in, or other means of disposal as may be appropriate and in the best interests of the city. Disposal of surplus or obsolete property for sums in excess of twenty thousand dollars (\$20,000.00) per item, shall be made only after approval by the city commission.

(13) The city manager shall have no authority to purchase, lease or sell real property without prior city commission authorization and approval.

Sec. 2-317. Formal competitive procurement required.

All initial awards of contract for supplies and contractual services when the estimated total cost thereof shall exceed twenty-five thousand dollars (\$25,000.00) shall be awarded by the city commission through the process of competitive sealed bidding, competitive request for proposals and qualifications, or request for Letters of Interest, except as otherwise provided herein.

Sec. 2-318. Exceptions to competitive procurement requirement.

The following are exempt from the requirements of formal competitive procurement:

(1) Sole source procurement.

a. All specifications shall be drafted so as to promote overall economy for the purposes intended, to encourage competition in satisfying the city's need and shall not be unduly restrictive. Brand name specifications are restrictive of competition and shall only be used as specifically provided in this article.

b. A contract may be awarded without competition when the city manager makes a written determination, after conducting a good faith review of available sources, that there is only one (1) source for the required supplies or contractual service. The city manager shall conduct negotiations as appropriate to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractors name, amount and type of each contract, and the identification number of each contract file.

c. All sole source procurements, where the cost of the supplies or contractual services exceeds twenty-five thousand dollars (\$25,000.00), shall be authorized by the city commission.

(2) Emergency procurements. The city manager may make emergency procurements of supplies or contractual services where the cost exceeds twenty-five thousand dollars (\$25,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the supplies or contractual service procured under this contract, and the number of the purchase order, if any. The city commission must be notified, after the fact, of such procurements in excess of twenty-five thousand dollars (\$25,000.00) at the next scheduled commission meeting. In any event any increase over the original amount of an emergency procurement reported to the city commission exceeding ten (10) percent must be reported to the city commission to be noted for the record.

(3) Purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. Purchases of supplies or contractual services under the provisions of local, state, and federal purchasing contracts as well as municipal co-operative purchasing organizations and programs shall be exempt from the competitive procurement requirements, provided that the following criteria are all satisfied:

- a. The terms and conditions of the original contract by federal, state, local government or municipal co-operative purchasing organization or program are satisfactory to the city and such terms and conditions are extended to other governmental bodies.
- b. The original contract by the federal, state, local government or municipal co-operative purchasing organization or program for supplies purchases or procurement of contractual services is current and in effect at the time of the proposed purchase of supplies or services by the city.
- c. The city manager has determined that the prices of the original contract are competitive and reasonable.

- d. The city commission must authorize such procurement when the cost of the supplies or contractual services exceeds twenty-five thousand dollars (\$25,000.00).
- (4) Exempt contractual services not subject to the competitive procurement requirement are defined as:
 - a. Services involving special skill, ability, training, or expertise, which in their nature are unique, original or creative.
 - b. Legal services including paralegals, expert witnesses, appraisal services, investigative services and court reporters.
 - c. Actuarial services.
 - d. Auditing services.
 - e. Academic program reviews or lectures or seminars by individuals.
 - f. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.
 - g. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting, and sculpture, photography, culinary arts, fashion design and the like provided however, that contracts for artistic instructors, coaches, teachers, aides, and assistants are deemed contractual services subject to the requirements of competitive procurement.
 - h. Performing artists and entertainers hired to provide entertainment for the benefit of the citizens of Oakland Park and the general public at any city facility.
 - i. Maintenance service of equipment. When considered to be in the best interest of the city and recommended by the using department and the services to be performed are by the equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated, the services may be procured without bid.
 - j. Advertising.
 - k. Utilities including but not limited to electric, water and telephone.
 - l. Goods and services provided by other government entities or not-for-profit organizations.

- m. Copyrighted materials (books, videotapes, etc.) except computer software.
- n. Food, clothing and other promotional items purchased for resale or distribution to the public.
- o. The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The city manager or his designee may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated above.

Sec. 2-319. Contracts for professional services.

All contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, Florida Statutes 287.055 (1991), as amended from time to time, shall be awarded in accordance with the procedures set forth in that Act and any city purchasing procedures adopted in furtherance of that Act.

Selection and negotiation committees shall be created to evaluate the qualifications and performance capabilities of offerors responding to the solicitation for professional services, and to competitively negotiate contracts therefore, in accordance with the requirements of the Consultants Competitive Negotiations Act. The city manager shall have the authority to appoint the members of the selection and negotiation committees for each procurement of professional services made pursuant to the Consultants Competitive Negotiations Act.

~~Sec. 2-317. — Purchase of insurance.~~

~~Insurance, while not a commodity, nevertheless shall be purchased by following the procedures as set forth herein for the purchase of commodities or as may be mandated by Florida law.~~

~~(Ord. No. 90-7, §§ 1, 2, 7-25-90)~~

~~Sec. 2-318. — Contracts for acquisition or purchase of commodities.~~

~~Commodities shall not be acquired by any agency pursuant to any contract for services or incidental to the services performed thereunder. Any contract providing for the acquisition of both services and commodities shall be deemed to be a contract for the acquisition or purchase of commodities, except that service contracts may provide for purchase of reports on the findings of consultants engaged thereunder.~~

~~(Ord. No. 90-7, §§ 1, 2, 7-25-90)~~

~~Sec. 2 319. Competitive bids; when required, exception; deferred payment purchases.~~

~~(a) No purchase of commodities may be made when the purchase price thereof is in excess of five thousand dollars (\$5,000.00) unless made upon competitive bids received except:~~

- ~~(1) If the city manager shall maintain that an emergency exists in regard to the purchase of any commodity, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the city, then the city manager shall file with the city commission a statement under oath certifying the conditions and circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance shall not exceed a period of thirty (30) days; and all such emergency purchases shall be reported to the city commission.~~
- ~~(2) Purchasing agreements, contracts, and maximum price regulations executed by the city commission are excepted from competitive bid requirements.~~
- ~~(3) Commodities available only from a single source may be excepted from the bid requirements upon the filing by the city manager of a certification of conditions and circumstances with the city commission, if subsequent thereto, the city commission authorizes the exception by majority vote of the commission.~~
- ~~(4) When it is in the best interest of the city, the city manager or his designated representative is authorized to purchase insurance by negotiation, but this shall be done only under conditions most favorable to the public interest and upon showing that said purchase shall result in the lowest ultimate cost to the city.~~
- ~~(5) When the city manager determines in writing that the solicitation for competitive bids is not practicable or not advantageous to the city, commodities may be procured by requests for proposals. For commodities in excess of seventy five thousand dollars (\$75,000.00), the determination shall be submitted to the city commission. To assure full understanding of and responsiveness to the requirements set forth in the request for proposals, discussions may be conducted with qualified offerors. The city commission shall assist in the discussion upon request from the city manager. Qualified offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals prior to the submittal date specified in the request for proposals. The award shall be made to the responsive offeror whose proposal is determined to be the most advantageous to the city, taking into consideration price and the other evaluation criteria set forth in the request for proposals. The basis on which the award is made for commodities in excess of seventy five thousand dollars (\$75,000.00) shall be submitted in writing to the city commission.~~

- ~~(b) If no competitive bids or proposals for commodity purchases are received, the city manager or his designated representative may negotiate on the best terms and conditions.~~
- ~~(c) Upon issuance of any invitation to bid or request for proposals, the city manager shall forward to the city commission one (1) copy of each invitation to bid or request for proposals for all commodity purchases in excess of five thousand dollars (\$5,000.00). The city manager shall also furnish a copy of all competitive bids or proposal tabulations. The city commission shall review the bid tabulations and recommendations from the city manager and shall accept or reject any or all bids.~~

~~Sec. 2-320. Procurement of contractual services.~~

- ~~(a) For the purposes of this section, the term "city contractual service term contract" means a term contract whereby a responsive bidder or offeror agrees to furnish a contractual service during a prescribed period of time or by a specific date. The specified period of time or date completes such contract. This section is intended to establish procedures for direct negotiations and contracting for those municipal services outlined pursuant to Chapter 180, Florida State Statutes.~~
- ~~(b) Unless otherwise authorized by law, all contracts for contractual services shall be awarded by competitive sealed bidding. An invitation to bid shall be issued which shall include a detailed description of the services sought, the date for submittal of bids, and all contractual terms and conditions applicable to the procurement of contractual services, including the criteria which shall include, but need not be limited to, price, to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, it shall be so stated in the invitation to bid. The bid shall include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as quoted by the bidder. No criteria may be used in determining acceptability of the bid that was not set forth in the invitation to bid. The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest and best bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.~~
- ~~(c) When an agency determines in writing that the use of competitive sealed bidding is not practicable, contractual services shall be procured by competitive sealed proposals. A request for proposals which includes a statement of the services sought and all contractual terms and conditions applicable to the procurement of contractual services, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal shall be issued. If the agency contemplates renewal of the contract, it shall be so stated in the request for proposals. The proposals shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as quoted by the proposer. To assure full understanding of, and responsiveness to the solicitation requirements, discussions may be~~

~~conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain the basis on which the award was made.~~

- ~~(d) When the price of contractual services is less than three thousand five hundred dollars (\$3,500.00), an agency shall not be required to use the competitive procedures set forth in subsections (b) and (c). However, the agency shall not divide the procurement of contractual services so as to avoid the requirements of subsections (b) and (c).~~
- ~~(e) A contract for contractual services may be awarded without competition if it is determined in writing that such services are available from only one (1) source; however, if such contract is for an amount greater than five thousand dollars (\$5,000.00), the agency shall secure prior approval from the city commission.~~
- ~~(f) A contract for contractual services may be awarded without competition if county, state or federal law prescribes with whom the agency must contract or if the rate of payment is established during the appropriations process.~~
- ~~(g) If only one (1) response to an invitation to bid or request for proposals is received, the agency may proceed with the procurement of the contractual services pursuant to subsection (e).~~
- ~~(h) If no response to an invitation to bid or request for proposals is received, the agency may proceed with the procurement of contractual services pursuant to subsection (e).~~
- ~~(i) If the city manager determines in writing that an immediate danger to the public health, safety, welfare, or other substantial loss to the city, requires emergency action, the agency may proceed with the procurement of the contractual services necessitated by the immediate danger without competition. However, such emergency procurements shall be made with such competition as is practicable under the circumstances. The agency shall furnish copies of the written determination, certified under oath, and any other documents relating to the emergency action to the city commission.~~
- ~~(j) Extension of a contract for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. The extension may, however, provide for an increase in the total dollar amount of the contract based on the method and rate established in the initial contract. There shall be only one (1) extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the contractor's control.~~

- ~~(k) — Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. The cost of any contemplated renewals shall be included in the invitation to bid or request for proposals. Renewals are to be done on a yearly basis, and contracts shall not be renewed for more than two (2) years unless competitively procured. Renewals shall be contingent upon satisfactory performance evaluations by the city manager.~~
- ~~(l) — For each contractual services contract, the agency shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions, serve as a liaison with the contractor, and shall approve all invoices prior to payment.~~
- ~~(m) — Each agency shall designate one (1) employee who, in addition to his existing duties, shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the city commissioners.~~
- ~~(n) — A selection team of at least three (3) employees who have experience and knowledge in the program areas and service requirements for which contractual services are sought shall be appointed by the city manager to aid in the selection of contractors for contracts of more than seventy five thousand dollars (\$75,000.00).~~
- ~~(o) — No person who receives a contract which has not been procured pursuant to subsection (b) or subsection (c) to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of an invitation for bids or request for proposals, or developing a program for future implementation, shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter; nor shall any firm in which such person has any interest be eligible to receive such contract.~~
- ~~(p) — Each agency shall establish a review and approval process for all contractual services contracts costing more than five thousand dollars (\$5,000.00) which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.~~
- ~~(q) — Nothing in this section shall affect the validity or effect of any contract in existence on the date of passing of this ordinance.~~

~~Sec. 3-320.1. — Acquisition of professional architectural, engineering, landscape architectural, or land surveying services; adoption of state law.~~

~~There is hereby adopted by reference to the same extent as if printed herein, the provisions of Florida Statutes, Section 287.055, as amended from time to time, known as the "Consultants' Competitive Negotiations Act."~~

Sec. 2-320.2- Cone of silence.

- (a) *Purpose.* A cone of silence shall be applicable to all city staff, the mayor and city commission and its staff, the city attorney and his/her staff, the city clerk and his/her staff regarding any communication relating to requests for proposal (RFP), requests for qualification (RFQ), invitations to bid (ITB), request for letters of interest (RFLI), or any other advertised solicitations for the provision of goods and services, professional services, and public works or improvements for amounts greater than \$25,000.00, unless otherwise exempted in this section.
- (b) *Definition.* The term "cone of silence" means a prohibition on:
 - (1) Any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to the city manager and his/her staff;
 - (2) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and any member of the selection/evaluation committee therefore;
 - (3) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist, or consultant and the mayor and city commission and their respective staff, the city attorney and his/her respective staff, the city manager and his/her respective staff.
- (c) *Exemptions.* Notwithstanding the foregoing, the cone of silence shall not apply to:
 - (1) Communications between a potential proposer, offeror, respondent, bidder, consultant and city purchasing staff, prior to bid opening date or receipt of proposals, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 - (2) Duly noticed pre-bid/proposal conferences and site inspections;
 - (3) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular solicitation during the time period between the opening of bids/receipt of proposals and the time the city manager presents his/her written recommendation to city commission;
 - (4) Emergency procurements;
 - (5) Communications with the city attorney;
 - (6) Sole source procurements;
 - (7) Those purchases that are exempted from competitive requirements in accordance with section 2-319 and section 2-320;

- (8) Bid waivers;
 - (9) Oral presentations before selection/evaluation committees and communications occurring during duly noticed meetings of selection/evaluation committees;
 - (10) Public presentations made to the city commission and communications occurring during any duly noticed public meeting;
 - (11) Communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation by the purchasing staff;
 - (12) Contract negotiations that occur after an award; and
 - (13) Any communication regarding a particular RFP, RFQ, RFLI, ITB or any other advertised solicitation between the city manager and his/her staff, and the mayor and city commission and their staff.
- (d) *Procedure.*
- (1) *Imposition.* A cone of silence shall be imposed upon each RFP, RFQ, RFLI, ITB or any other advertised solicitation when the solicitation is advertised in a newspaper of general circulation. At the time of imposition of the cone of silence, the city manager or his/her designee shall issue a notice thereof to the affected department, the city clerk, the city attorney, mayor and city commission and shall include in any advertised solicitation a statement disclosing that the solicitation is subject to the cone of silence.
 - (2) *Termination; city council awarding authority.* Except as otherwise provided herein, the cone of silence shall terminate at the date and time of the city commission meeting where the award will be made; provided, however, that if the city commission defers the matter to a future date, the cone of silence shall be reimposed until such time as the matter is brought back before the city council for further deliberation. In the event the city council decides to reject all bids, then the cone of silence shall be lifted.
 - (3) *City manager awarding authority.* Except as otherwise provided herein, the cone of silence shall terminate at the time the issuing department issues a written recommendation to the city manager; provided, however, that if the city manager refers the recommendation back for further review, the cone of silence shall be reinstated until such time as the city manager issues a recommendation for award pending the bid protest period.
- (e) *Penalties.* Violation of the cone of silence by a particular bidder or proposer shall render the award to said bidder or proposer voidable by the city commission. A violation of this section by a particular bidder, proposer, offeror, respondent, lobbyist or consultant shall subject said bidder, proposer, offeror, respondent, lobbyist or consultant to five hundred dollars (\$500.00) fine per violation and debarment.

Sec. 2-321. - Contract document.

- (a) Every procurement of contractual services shall be evidenced by a written agreement embodying all provisions and conditions of the procurement of such services, which provisions and conditions shall include but not be limited to:
 - (1) A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - (2) A provision that bills for any travel expenses shall be submitted in accordance with Section 112.061 of the Florida Statutes. A city agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.
 - (3) A provision allowing unilateral cancellation by the agency for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Florida State Statutes, Chapter 119 and made or received by the contractor in conjunction with the contract.
 - (4) A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings, and drafts, that must be received and accepted in writing by the contract manager prior to payment.
 - (5) A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.
 - (6) Where applicable, a provision specifying that the contract may be renewed on a yearly basis for a maximum of two (2) years after the initial contract specifying, the terms under which the cost may change as determined in the invitation to bid or request for proposals; and specifying that renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of fund.
- (b) The written agreement shall be signed by the city manager and the contractor prior to the rendering of any contractual service, except in the case of a valid emergency as certified by the city manager.

Sec. 2-322. - Sale of city property worth two hundred fifty dollars or less.

The city manager shall be authorized to sell any city property certified by him/her to be obsolete and unusable without securing competitive bid if it appears that the obsolete and unusable property shall be of less value than two hundred fifty dollars (\$250.00).

Sec. 2-322.1. - Execution of contracts by city manager.

The city manager shall execute and sign all contracts awarded by the governing body and authorized pursuant to law. The signature of the city manager shall be attested by the city clerk. In the absence of the city manager, the assistant city manager may execute and sign all contracts which shall be attested by the city clerk.

~~Sec. 2-323. Waiver for competitive bids for water or sewer repairs and solid waste or sanitation department repairs.~~

- ~~(a) Conditions. The city manager shall be authorized to expend from funds budgeted and authorized for said purpose all necessary monies for materials, labor, supplies, equipment or contractual services, including professional services, not to exceed the amount of six thousand dollars (\$6,000.00) without sealed competitive bids in the event any part of the city water or sewer system becomes damaged, requires immediate repair, or requires correction, expansion, supplementation, additional parts, equipment or appurtenances related thereto, provided:~~
- ~~(1) That such expenditures are necessary and proper in order to meet the requirements of federal, state and county laws, ordinances or regulations prohibiting pollution, nuisance or interference with the health, safety or welfare of the citizens of the city. Dade County or the State of Florida.~~
 - ~~(2) That upon authorizing the expenditures authorized herein, the city manager shall at the next regularly scheduled commission meeting, submit to the city commission for its examination the need and necessity for the said expenditure, the amount and extent, and advise the commission as to whether or not additional monies shall be required.~~
 - ~~(3) That in the event it becomes necessary to expend monies in excess of six thousand dollars (\$6,000.00) to effectuate the purposes set forth herein, the city manager shall call a special meeting of the commission, which may, in its discretion, authorize the initial expenditure up to the sum of six thousand dollars (\$6,000.00) pursuant to the authority granted herein and thereafter proceed to appropriate additional monies, authorize contractual services and do such other acts as may be necessary and proper in the circumstances.~~
- ~~(b) Conditions. The city manager shall be authorized to expend from funds budgeted and authorized for said purpose all necessary monies for materials, labor, supplies, equipment or contractual services, including professional services, not to exceed the amount of six thousand dollars (\$6,000.00) without sealed competitive bids in the event any equipment in the sanitation or solid waste department becomes damaged, requires immediate repair, or requires correction, expansion, supplementation, additional parts, equipment or appurtenances related thereto as provided in (a)(1) through (3) above.~~
- ~~(c) Waiver. When the conditions of subsection (a) have been met, the provisions of sections 2-317 through 2-322 shall be deemed waived and the city manager is authorized to proceed in accordance with the terms and provisions set forth herein.~~

~~(d) Continuing application. Proceedings authorized herein shall be deemed to be authorized by the commission by motion of continuing application in order to accomplish the purposes and objectives enumerated and set forth herein.~~

Sec. 2-323. - Minority vendor procurement program.

It is in the best interest of the city that minority vendor procurement program for qualified vendors be established to enable the city to fully utilize the skills and services of such minority vendors in acquiring goods and services by the city.

Sec. 2-324. - Protest procedures.

The following shall govern any protest made by a participant in any competitive process utilized for the selection of a person or entity in regard to any response to a city requests for proposal (RFP)/invitations to bid (ITB)/request for letters of interest (RFLI) and/or requests for qualification (RFQ):

- (1) Protest of any city recommendation for an award in response to a request for proposals shall be filed with the city clerk and mailed by the protesting party to all responders to the bid proposal within seventy-two (72) hours of the city's recommendation for an award or the city's actual award, whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, and shall include all pertinent documents and evidence. The protest letter to the city clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of five hundred dollars (\$500.00) representing the filing fee, plus a cost bond in the amount of two thousand five hundred dollars (\$2,500.00) to reimburse the city for all administrative costs associated with the appeal process. The two thousand five hundred dollars (\$2,500.00) bond shall be returned to the protester if the protester prevails in the hearing before the hearing examiner/special master. If the protester does not prevail the city shall keep the bond. Any grounds not stated shall be deemed waived.
- (2) Protests shall be referred by the city clerk to the city manager who shall select a hearing examiner or special master who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the city's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the city clerk.
- (3) Hearing examiners/special masters shall be members of the Florida Bar.
- (4) The hearing examiner/special master's findings shall be final. Appeals of a decision by the hearing examiner shall be to the county circuit court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.
- (5) Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror or contractor.

Section 4. **Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. **Conflict & Repealer.**

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. **Inclusion in Code.**

It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General 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.

Section 7. **Effective Date.**

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 8th day of April, 2020.



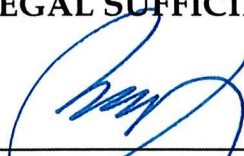
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: VICE MAYOR DAVIS

Seconded by: COMMISSIONER BURKE

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

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 AMENDMENT; 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 23-16 (re-adopted by Ordinance 2024-04) and amended by Ordinances 2023-23, 2024-05, 2024-12, 2024-13, 2024-19; 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, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; 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 ORDAINED 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, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

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 following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This 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.

SECTION 5. 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 FIRST READING this ____ day of _____, 2024.

PASSED 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)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:	 DocuSigned by: Robert Anathan	
City Manager:	Darvin Williams		CM Signature:	 C46C07C1E8DE492...	
Commission Meeting Date:	Oct. 23, 2024		Item Type:	Resolution	Ordinance
			(Enter X in box)		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
				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:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		
Sponsor Name	City Manager		Department: City Manager's Office	City Manager	

Short Title:

FY 24 Budget Amendment #6 – 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 #6 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 #1 with 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.

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 Contingency 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.

On July 10, 2024, Budget Amendment #4 was approved which increased expenditures by \$2,466,6000 offset by (\$3,934,481) in savings for a net expense/(savings) of (\$1,467,881). The largest expenses are as follows: Historic City Hall additional repairs of \$560,000; replacing the 135th Water Main \$500,000; New Water-Sewer Debt schedule \$330,000; Main Line relocation near Sesame \$313,775. Many expenses were offset by a \$1,251,483 in savings from Commerce North Stormwater Project which is being deferred until FY 25.

On September 25, 2024, Budget Amendment #5 was approved, influenced primarily by the Water-Sewer Fund, Police overtime, and the Gateways project. Key expenses include \$50,000 for water purchases, \$50,000 for police overtime, \$45,000 for the Gateways project, \$38,000 for temporary accounting assistance, \$38,000 for Civic Plus software, and \$30,000 for contracted sewer services at Pump Station 2. The total expenditure amounted to \$99,500, which was offset by \$99,500 in interest revenue and savings, ensuring no impact on the Fund Balance.

Current Activity: The current budget amendment # 6 features six-line items for the first hearing and represents the final Budget Amendment for FY 24. Key factors driving this amendment include the Water-Sewer Fund, Police overtime, Text MyGov software, and some minor expenses. Notably, there is a major expense of \$52,000 for the emergency replacement of the Sesame Street Culvert Water Main. Additionally, the Police Department requires extra overtime funding, and there are expenses associated with the Text MyGov community communication software. As detailed below, total expenditures amount to \$60,500, which is fully offset by \$60,500 in interest revenue and savings, ensuring there is no impact on the Fund Balance.

Financial Impact: This budget amendment Citywide can be summarized financially as follows:

Funding

Revenue / Loans / Grants	\$	8,500
Use Of Fund Balance		-
Total Funding – Excluding Transfers-In	\$	8,500
Transfers-In	\$	52,000
Total Funding	\$	60,500

<u>Expenditure</u>		
Expenditure – Excluding Transfers-Out	\$	8,500
Transfers-Out	\$	52,000
Total Expenditure	\$	60,500

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 #6- Detail - First Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
1	<u>Police - Overtime</u>							
	Pol	Exp	26-521140	Salaries - Overtime	370,000	30,000	400,000	Additional OT for Police
	Pol	Exp	26-512497	Red Light Camera Service	550,873	(30,000)	520,873	
							-	
2	<u>Water-Sewer - Small Expenditures</u>							
	WS-Wtr	Exp	64-533220	Retirement	13,161	3,000	16,161	Small employee related expenses
	WS-SL	Exp	63-533230	Life & Health Insurance	10,858	5,500	16,358	
	WS	Rev	440-361100	Interested Earned	95,000	8,500	103,500	
							-	
							-	
3	<u>IT- Telephone & Software</u>							
	IT	Exp	85-512528	Software	483,341	10,000	493,341	At&t Phone bill and Text My Gov public notification system
	IT	Exp	85-512411	Telephone	216,000	20,000	236,000	
	IT	Exp	85-512120	Salaries - Regular	274,518	(30,000)	244,518	
							-	
							-	
4	<u>Town Center - Other Contracted Services</u>							
	TC	Exp	62-519340	Other Contracted Services	306,545	30,000	336,545	Elevator Repair due to lighting strike
	TC	Exp	62-519461	Repair & Maint	45,000	(20,000)	25,000	
	TC	Exp	62-519620	Building Improvements	109,000	(10,000)	99,000	
							-	
5	<u>General Fund - Small Expenditures</u>							
	Fin	Exp	17-513440	Rentals & Leases	6,011	2,000	8,011	Small General Fund Expenditures
	Code	Exp	23-521541	Educational Costs	5,000	(2,000)	3,000	
							-	
6	<u>WS-CIP - Sesame Street Bridge Culvert Replacement</u>							
	WS-CIP	Exp	86-541840	Sesame Street Culvert Replacement	-	52,000	52,000	Sesame Street Culvert Water Main needed emergency replacement
	WS-Fin	Exp	61-513992	Contingency	198,779	(52,000)	146,779	
	WS-Fin	Trs-Out	61-581925	To Water-Sewer CIP Fund	19,500	52,000	71,500	
	WS-CIP	Trs-IN	445-381010	From Water-Sewer Fund	19,500	52,000	71,500	
							-	
							-	
							-	
							-	

Exhibit "A"

FY 24 Budget Amendment #6

Overview - First Hearing

Summary		
<u>Funding</u>		Notes
Revenue / Loans / Grants	\$ 8,500	(a)
Use Of Fund Balance	-	(b)
Total Funding – Excluding Transfers-In	8,500	
Transfer-In	52,000	
Total Funding	\$ 60,500	
<u>Expenditure</u>		
Expenditure – Excluding Transfers-Out	\$ 8,500	(c)
Transfers-Out	52,000	
Total Expenditure	\$ 60,500	

Notes

	Bgt. Amend #5	Incr/(Decr)	Bgt. Amend #5
(a) <u>Revenue / Loans / Grants</u>			
Interest Revenue		\$ 8,500	
Total Revenue / Loans / Grants		\$ 8,500	

(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 11,427,732	-	\$ 11,427,732
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)	6,752,539	-	6,752,539
Total Use Of / (Addition To) Fund Balance	\$ 19,889,241	\$ -	\$ 19,889,241

(c) <u>Expenditures</u>		
Sesame Street Culvert Replacement	52,000	
Police Overtime	30,000	
Elevator at Town Center	30,000	
At&t	20,000	
Text MyGov	10,000	

(3) Miscellaneous Expenses avg \$3500 each	10,500
Expenditures - Gross - Ex Compensation	\$ 152,500
Compensation	(30,000)
Savings - Ex Compensation	(62,000)
Contingency	(52,000)
Expenditures - Net	\$ 8,500

FY 24 Budget Amendment #6
Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
1	\$30,000	Police Overtime	Red Light Camera Savings
2	\$8,500	Retirement and Life & Health Insurance for Water-Sewer small adjustments for end of the year	Funded by additional Interest Revenue
3	\$30,000	Text MyGov software used for community information and At&t phone bill	Vacancies
4	\$30,000	Town Center Evaluator repair due to lighting strike	Repair & Maint and Building Improvements
5	\$2,000	Rentals & Leases end of the year adjustment	Unused educational costs
6	\$52,000	Sesame Street Bridge Culvert Water Main had to be replaced due to rupture	Contingency

FY 24 Budget Amendment #5 - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Budget Thru Amendment #5</u>				
<u>Funding</u>				
Revenue/Loans	35,799,758	19,102,073	300,000	55,201,831
Use Of / (Add To) Fund Bal	11,879,493	1,257,209	6,752,539	19,889,241
Total Funding Ex Trans-In	47,679,251	20,359,282	7,052,539	75,091,072
Transfer-in	18,077,800	7,319,356	-	25,397,156
Total Funding	65,757,051	27,678,638	7,052,539	100,488,228
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	49,748,330	25,076,978	265,764	75,091,072
Transfer-Out	16,008,722	2,601,659	6,786,775	25,397,156
Total Expenditure	65,757,052	27,678,637	7,052,539	100,488,228
<u>Amendment #6</u>				
<u>Funding</u>				
Revenue/Loans	-	8,500	-	8,500
Use Of / (Add To) Fund Bal	-	-	-	-
Total Funding Ex Trans-In	-	8,500	-	8,500
Transfer-in	-	52,000	-	52,000
Total Funding	-	60,500	-	60,500
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	-	8,500	-	8,500
Transfer-Out	-	52,000	-	52,000
Total Expenditure	-	60,500	-	60,500
<u>Budget Thru Amendment #6</u>				
<u>Funding</u>				
Revenue/Loans	35,799,758	19,110,573	300,000	55,210,331
Use Of / (Add To) Fund Bal	11,879,493	1,257,209	6,752,539	19,889,241
Total Funding Ex Trans-In	47,679,251	20,367,782	7,052,539	75,099,572
Transfer-in	18,077,800	7,371,356	-	25,449,156
Total Funding	65,757,051	27,739,138	7,052,539	100,548,728
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	49,748,330	25,085,478	265,764	75,099,572
Transfer-Out	16,008,722	2,653,659	6,786,775	25,449,156
Total Expenditure	65,757,052	27,739,137	7,052,539	100,548,728

Exhibit "A"

FY 24 Budget Amendment #6 - Summary By Fund - First Hearing

General Fund

		Budget Thru Amend #5	Amendment #6	Budget Thru Amend #6
<u>Funding</u>				
Revenue/Loans		24,118,812	-	24,118,812
Use Of / (Add To) Fund Bal		11,427,732	-	11,427,732
Total Funding - Ex Transfer-In		35,546,544	-	35,546,544
Transfer-In		4,764,289	-	4,764,289
Total Funding		40,310,833	-	40,310,833
<u>Expenditure</u>				
	<u>Div</u>			
Commission	10	150,035	-	150,035
City Manager	12	1,199,240	-	1,199,240
General Fund Non-Depart - Ex Trans Out	19	5,377,977	-	5,377,977
Human Resources	13	580,299	-	580,299
Clerk	16	458,282	-	458,282
Attorney	28	625,500	-	625,500
Finance	17	1,633,499	2,000	1,635,499
Planning & Community Dev	37	1,379,161	-	1,379,161
Building & Licenses	30	839,005	-	839,005
Parks & Recreation	72	2,184,267	-	2,184,267
Police	26	9,553,923	-	9,553,923
Code Enforcement	23	642,789	(2,000)	640,789
Building & Grounds Maintenance	39	1,896,528	-	1,896,528
Public Works - Admin	32	505,015	-	505,015
Public Works - Streets	41	596,206	-	596,206
Public Works - Trash	50	143,116	-	143,116
Public Works - Vehicle Maintenance	49	831,282	-	831,282
Housing & Social Services	70	47,911	-	47,911
Total Expenditure - Ex Transfer-Out		28,644,035	-	28,644,035
Transfer-Out	19	11,666,799	-	11,666,799
Total Expenditure		40,310,834	-	40,310,834

FY 24 Budget Amendment #5 - 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
<u>Budget Thru Amendment #5</u>										
<u>Funding</u>										
Revenue/Loans	24,118,812	4,471,000	1,500,000	331,746	5,115,700	260,000	2,500	-	-	35,799,758
Use Of / (Add To) Fund Bal	11,427,732	-	39,500	-	-	364,761	47,500	-	-	11,879,493
Total Funding Ex Trans-In	35,546,544	4,471,000	1,539,500	331,746	5,115,700	624,761	50,000	-	-	47,679,251
Transfer-in	4,764,289	7,110,296	-	772,309	162,385	-	-	3,889,983	1,378,538	18,077,800
Total Funding	40,310,833	11,581,296	1,539,500	1,104,055	5,278,085	624,761	50,000	3,889,983	1,378,538	65,757,051
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,644,035	11,581,296	1,539,500	670,695	1,369,522	624,761	50,000	3,889,983	1,378,538	49,748,330
Transfer-Out	11,666,799	-	-	433,360	3,908,563	-	-	-	-	16,008,722
Total Expenditure	40,310,834	11,581,296	1,539,500	1,104,055	5,278,085	624,761	50,000	3,889,983	1,378,538	65,757,052
<u>Amendment #6</u>										
<u>Funding</u>										
Revenue/Loans	-	-	-	-	-	-	-	-	-	-
Use Of / (Add To) Fund Bal	-	-	-	-	-	-	-	-	-	-
Total Funding Ex Trans-In	-	-	-	-	-	-	-	-	-	-
Transfer-in	-	-	-	-	-	-	-	-	-	-
Total Funding	-	-	-	-	-	-	-	-	-	-
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	-	-	-	-	-	-	-	-	-	-
Transfer-Out	-	-	-	-	-	-	-	-	-	-
Total Expenditure	-	-	-	-	-	-	-	-	-	-
<u>Budget Thru Amendment #6</u>										
<u>Funding</u>										
Revenue/Loans	24,118,812	4,471,000	1,500,000	331,746	5,115,700	260,000	2,500	-	-	35,799,758
Use Of / (Add To) Fund Bal	11,427,732	-	39,500	-	-	364,761	47,500	-	-	11,879,493
Total Funding Ex Trans-In	35,546,544	4,471,000	1,539,500	331,746	5,115,700	624,761	50,000	-	-	47,679,251
Transfer-in	4,764,289	7,110,296	-	772,309	162,385	-	-	3,889,983	1,378,538	18,077,800
Total Funding	40,310,833	11,581,296	1,539,500	1,104,055	5,278,085	624,761	50,000	3,889,983	1,378,538	65,757,051
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	28,644,035	11,581,296	1,539,500	670,695	1,369,522	624,761	50,000	3,889,983	1,378,538	49,748,330
Transfer-Out	11,666,799	-	-	433,360	3,908,563	-	-	-	-	16,008,722
Total Expenditure	40,310,834	11,581,296	1,539,500	1,104,055	5,278,085	624,761	50,000	3,889,983	1,378,538	65,757,052

Exhibit "A"

FY 24 Budget Amendment #5 - Summary By Fund - First Hearing

Enterprise Funds										
	Water-Sewer Operating Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)						Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Enterprise Funds
	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	43	86	87	
Budget Thru Amendment #5										
Funding										
Revenue/Loans						11,712,605	2,450,368	3,085,724	1,853,376	19,102,073
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,504,607	2,915,575	3,085,724	1,853,376	20,359,282
Transfer-in						224,271	-	5,356,275	1,738,810	7,319,356
Total Funding	-	-	-	-	-	12,728,878	2,915,575	8,441,999	3,592,186	27,678,638
Expenditure										
Expenditure - Ex Trans-Out	2,380,336	4,911,094	3,645,327	152,752	297,904	11,387,413	1,655,380	8,441,999	3,592,186	25,076,978
Transfer-Out	-	-	1,341,464	-	-	1,341,464	1,260,195	-	-	2,601,659
Total Expenditure	2,380,336	4,911,094	4,986,791	152,752	297,904	12,728,877	2,915,575	8,441,999	3,592,186	27,678,637
Amendment #6										
Funding										
Revenue/Loans						8,500	-	-	-	8,500
Use Of / (Add To) Fund Bal						-	-	-	-	-
Total Funding Ex Trans-In						8,500	-	-	-	8,500
Transfer-in						-	-	52,000	-	52,000
Total Funding	-	-	-	-	-	8,500	-	52,000	-	60,500
Expenditure										
Expenditure - Ex Trans-Out	3,000	-	(52,000)	5,500	-	(43,500)	-	52,000	-	8,500
Transfer-Out	-	-	52,000	-	-	52,000	-	-	-	52,000
Total Expenditure	3,000	-	-	5,500	-	8,500	-	52,000	-	60,500
Budget Thru Amendment #6										
Funding										
Revenue/Loans						11,721,105	2,450,368	3,085,724	1,853,376	19,110,573
Use Of / (Add To) Fund Bal						792,002	465,207	-	-	1,257,209
Total Funding Ex Trans-In						12,513,107	2,915,575	3,085,724	1,853,376	20,367,782
Transfer-in						224,271	-	5,408,275	1,738,810	7,371,356
Total Funding	-	-	-	-	-	12,737,378	2,915,575	8,493,999	3,592,186	27,739,138
Expenditure										
Expenditure - Ex Trans-Out	2,383,336	4,911,094	3,593,327	158,252	297,904	11,343,913	1,655,380	8,493,999	3,592,186	25,085,478
Transfer-Out	-	-	1,393,464	-	-	1,393,464	1,260,195	-	-	2,653,659
Total Expenditure	2,383,336	4,911,094	4,986,791	158,252	297,904	12,737,377	2,915,575	8,493,999	3,592,186	27,739,137

Exhibit "A"

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 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. 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 be 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 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	_____



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	
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)	X			
Funding Source: Account# : N/A	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	X			
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 CONTAINING 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 statutes.
- 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 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

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 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. 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 be 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 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 on 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 government 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 proper 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 referendum 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 exception 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 unit 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 of corporations.

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 of 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 of housing from employment and services. It also requires public-private partnerships emphasize production and 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 at 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 to purchase the home as his or her primary residence, be a first-time homebuyer unless the borrower is in the armed services or Florida National Guard, be a Florida resident, and be employed fulltime by a Florida-based employer or 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 local governments to take action. For example, section 420.0003, Florida Statutes, encourages local governments to 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 of policies that maximize high-density, high-rise, and mixed-use, as well as mixed-income projects. It even 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 local 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 and 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 102'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	
	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"	
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	✓		✓		✓		✓		✓	
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.

Sponsored by: Commissioner Williams

ORDINANCE NO. 24-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING AN ORDINANCE PROHIBITING THE STORAGE OF RECREATIONAL VEHICLES; SPECIFICALLY AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS TO EXTEND THE TIME FOR THE CITY'S PUBLIC INFORMATION CAMPAIGN INTENDED TO EDUCATE RESIDENTS ON REQUIREMENTS OF THE ORDINANCE FROM 90 DAYS TO 180 DAYS PERTAINING TO THE REMOVAL OF RECREATIONAL VEHICLES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about April 10, 2024 through the passage of Ordinance No. 2024-11 the City of Opa-Locka ("City") amended its Land Development Regulations, Ordinance 15-31 to prohibit the storage of recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka now desires to further amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to the prohibition of recreational vehicles in order to extend the time period for the City's public information campaign to take place from 90 days to 180 days.

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

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

Section 2. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-116, as set forth below, and shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-116 Recreational Vehicles.

1. Definitions

- (1) "travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8-1/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.
- (2) "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.
- (3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.
- (4) "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.
- (5) "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.
- (6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.
- (7) The term "screened" means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.
- (8) Residential Zoned Property include any of the following:
- Single-Family Residential district. Any zoning use district bearing the prefix R-1.
 - Two-Family Residential district. Any zoning use district bearing the prefix R-2.
 - Residential Townhouse district. Any zoning use district bearing the prefix R-TH

Moderate Density Residential district. Any zoning use district bearing the prefix R-3

High Density Residential district. Any zoning use district bearing the prefix R-4

Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.

2. Recreational Vehicle Storage

(1) Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place up until ~~90~~ 180 days after passage of this Ordinance to address removal of recreational vehicles from properties zoned residential.

Any person owning a recreational vehicle that is occupying real property zoned residential within the City as of the passage of this Ordinance, will have up to 181 days to remove the recreational vehicle from the City. After the 180-day public information campaign all violations will be subject to Code Enforcement Action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have 30 days to cure the violation, i.e. removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.

(3) *Enforcement of the Code.* Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 5. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

Section 6. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this ____ day of _____, 2024.

PASSED SECOND READING 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: _____

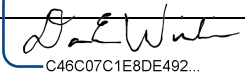
VOTE:

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

DocuSigned by:


 C46C07C1E8DE492...

City Manager	Darvin Williams		CM Signature:				
Commission Meeting Date:	9/25/2024		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	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) Economic Development, Public Safety, Quality of life & City Image			
Sponsor Name	City Commission		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending Ordinance 2024-11 prohibiting the storage of recreational vehicles to extend the time for the City's public information campaign.

Staff Summary:

On April 10th, 2024, the City Commission adopted Ordinance 2024-11 amending Article V Section 22-116 to prohibit recreational vehicle storage in residential zoned properties. The City Commission now desires to amend the ordinance to extend the time from 90 days to 180 days for the City's public information campaign. The intent is to educate residents on the requirements of the ordinance and allow time for compliance.

Financial Impact: There is no Financial Impact for this item.

Proposed Action:

Staff recommends that the City Commission amends Ordinance 2024-11 prohibiting the storage of recreational vehicles to extend the time for the City’s public information campaign.

Attachment:

Ordinance 2024-11

ORDINANCE NO. 2024-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current City of Opa-Locka Land Development Regulations, Ordinance 15-31 address the general storage of a recreational vehicle, of a certain length and width, on single-family or duplex residential zoned property, subject to the conditions listed in Section 22-116; and

WHEREAS, the City Commission of the City of Opa-Locka desires to prohibit the storage of recreational vehicles on residential zoned properties; and

WHEREAS, the City Commission of the City of Opa-Locka desires to amend Section 22-116 of the City of Opa-Locka's Land Development Regulations, pertaining to recreational vehicles.

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

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

Section 2. Article V of the Land Development Regulations (pursuant to Ordinance 15-31) is hereby amended to replace, Section 22-116, as set forth below, and shall have the meanings ascribed and shall be removed and replaced with the following words, terms and phrases and shall read:

Sec. 22-116 Recreational Vehicles.

1. Definitions

(1)"travel trailer," which is a vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits

when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than 8-1/2 feet and an overall body length of no more than 40 feet when factory-equipped for the road.

(2) "camping trailer," which is a vehicular portable unit mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.

(3) "truck camper," which is a truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.

(4) "motor home," which is a vehicular unit which does not exceed the length, height, and width limitations provided in s. 316.515, is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.

(5) "van conversion," which is a vehicular unit which does not exceed the length and width limitations provided in s. 316.515, is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.

(6) "fifth-wheel trailer," which is a vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(7) The term "screened" means significantly hidden from view from grade level by a structure or other means including but not limited to buildings, fences, walls, hedges, and other landscaping material, or any combination thereof.

(8) Residential Zoned Property include any of the following:

Single-Family Residential district. Any zoning use district bearing the prefix R-1.

Two-Family Residential district. Any zoning use district bearing the prefix R-2.

Residential Townhouse district. Any zoning use district bearing the prefix R-TH

Moderate Density Residential district. Any zoning use district bearing the prefix R-3

High Density Residential district. Any zoning use district bearing the prefix R-4
Any Residential Mixed Use bearing the prefix HDOD; CMU; MNMU.

2. Recreational Vehicle Storage

~~The place of storage shall be to the rear of the front building line if adequate side setbacks are available. Where the R.V. storage area is located between the residence and a side street property line, the R.V. shall be visually buffered by a six-foot wood privacy fence, masonry wall, trees or shrubs maintained to a height of six feet. The front building line referred to shall be that portion furthest from the street.~~

(1) Recreational Vehicle parking and storage is prohibited on property zoned residential. Use of recreational vehicles as dwelling units is prohibited. To park or store a recreational vehicle on property zoned residential will be a violation the Land Development Regulation, Ordinance 15-31, Section 22-116 as amended.

(2) Immediately following the passage of this Ordinance, the City shall use best efforts to engage in a public information campaign to educate residents on the requirements of this Ordinance. The public information campaign shall take place up to 90 days after passage to address removal of recreational vehicles from properties zoned residential.

Any person owning a recreational vehicle that is occupying real property zoned residential within the City as of the passage of this Ordinance, will have up to 90 days to remove the recreational vehicle from the City. After the 90-day public information campaign all violations will be subject to Code Enforcement Action including the assessment of a civil penalty. After receiving a civil penalty, the property owner will have 30 days to cure the violation, i.e. removal of the recreational vehicle from his property or be subject to additional citation and remedies permitted by City Code.

(3) *Enforcement of the Code.* Notwithstanding the provisions of this section, the City may at all times continue enforcement of the City Code through any authorized code compliance methods specified in the Land Development Regulations or any provision of the City of Opa-Locka's Code of Ordinances or other authorized means, including but not limited to, issuance of and Prosecution of a notice of violation or the issuance of a citation. This section shall not be construed or interpreted to serve as a defense against any enforcement action brought by the City based on noncompliance with the current requirements of the City Code.

Section 3. Chapter 7, Article I, Section 7-6 of the City of Opa-Locka's Code of Ordinances is hereby amended to add new number 106 to establish a fees concerning recreational vehicle storage violations and shall read:

106. Recreational Vehicle Parking \$500.00

Section 4. Article XI, Division 10, Subdivision 2, Section 2-570.33 of the City of Opa-Locka's Code of Ordinances is hereby amended to establish a civil penalty for noncompliance for failure to register recreational vehicles as set forth below:

Code Section	Description of Violation	Civil Penalty
<u>3-1</u>	Erecting, constructing, posting, etc., of a sign without a permit	\$200.00
<u>3-2</u>	Failure to obtain required sign inspection approval	200.00
<u>5-1</u>	Cruelty and fighting:	
	Prohibited generally	
	Tormenting, torturing or inflicting cruelty on an animal, or human being	500.00
<u>5-18</u>	Keeping vicious and howling dogs	500.00
<u>7-3</u>	Permit prerequisite to doing work:	
	Failure of homeowner to get permit	
	Failure of contractor to get permit	500.00
<u>7-9</u>	Duty to clean site:	

Code Section	Description of Violation	Civil Penalty
	Failure to remove debris, equipment, materials or sheds	200.00
9	Excavations and fillings:	
	Illegal excavation	500.00
<u>10-5</u>	Permit required for intentional burning:	
	Setting fire without permit	200.00
	Failure to obtain required permit or violation of conditions of permit	200.00
11	Garbage and trash:	
	Only city or licensed collectors to collect and dispose.	
<u>11-5</u>	Utilizing the waste collection services of an unauthorized waste collection agency by a commercial establishment	500.00
<u>11-7</u>	Offensive or dangerous accumulations:	
	Creating or maintaining fire hazard	200.00
<u>11-10</u>	Removal prohibited except from approved containers:	
	Uncontainerized refuse, rubbish, or solid waste	100.00

Code Section	Description of Violation	Civil Penalty
<u>11-14</u>	Curbside placement; emergency; improvement of collection procedure; conditions:	
	(b) Domestic garbage	
	Hanging waste container at curbside, right-of-way or street edge before or after specific hours of normal collection;	100.00 per day
	(d) Garbage to be differentiated from garden trash and rubbish when placed in receptacles or containers for collection purposes	
	Placement of commingled yard trash at the curbside or other designated trash collection area, by residents for collection and disposal	50.00
	Placement of commingled yard trash at the curbside or other designated trash collection area by commercial multifamily residential establishments, for collection and disposal	100.00
13	Licenses and Business Regulations	
<u>13-2</u>	Tax levied and license required:	
	Failure to obtain a City of Opa-locka occupational license	100.00
14	Nuisances	
<u>14-1</u>	Creation or maintenance of public nuisance prohibited; duties of owners and tenants:	

Code Section	Description of Violation	Civil Penalty
	Trash, debris, refuse, or garbage on premises	100.00
	Excessive growth of weeds, grass, other flowers	100.00
	Failure to exterminate insects, rodents, termites, vermin or other pest	100.00
	Allowing public nuisance to exist	100.00
	Causing a sanitary nuisance	500.00
	Maintaining a sanitary nuisance	500.00
<u>15</u>	Noise:	
	Prohibited generally.	
	Excessive noise violation	100.00
<u>15-137</u>	Adherence to red light traffic control signals:	
	First offense	125.00
	Second offense	250.00
	Each additional offense	500.00
<u>20</u>	Trailers	

Code Section	Description of Violation	Civil Penalty
<u>20-2</u>	Parking prohibited except in trailer park:	
106	Illegal placement or storage or parking of a recreational vehicle	500.00

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith, are hereby repealed.

Section 7. This Ordinance shall be codified in the Code of Ordinances when the code is recodified.

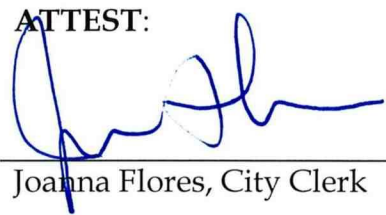
Section 8. This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this 18th day of March 2024.

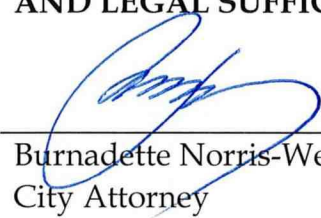
PASSED SECOND READING this 10th day of April 2024.



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: Vice Mayor Ervin

Seconded by: Commissioner Williams

VOTE:	4-0
Commissioner Bass	YES
Commissioner Kelley	ABSENT
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES



**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:	March 13, 2024		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				X		X	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Commissioner Williams		Department: Planning & Community Development	Commissioner Williams			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERTAINING TO THE STORAGE OF RECREATIONAL VEHICLES; AMENDING ARTICLE V, SECTION 22-116, OF THE CITY OF OPA-LOCKA'S LAND DEVELOPMENT REGULATIONS, PROVIDING RECREATIONAL VEHICLE STORAGE IS PROHIBITED ON PROPERTY ZONED RESIDENTIAL; AMENDING CHAPTER VII, ARTICLE 1, SECTION 7-6 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH A CIVIL PENALTY FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The current Land Development Regulations, Ordinance 15-31, Section 22-16 address the general storage of recreational vehicles on residential zoned property subject to the conditions listed in Section 22-116. The City Commission desires to remove legislation to permit parking and storage of

recreational vehicles on property zoned residential and to provide definitions and provide progressive fees to be assessed for violators after a 90-day public information campaign. The Planning and Community Development Department has reviewed the amendment to prohibit recreational vehicle storage in the City of Opa-locka which will require an amendment of Ordinance 15-31, the Land Development Regulations, Article V, Section 22-116, "Recreational Vehicle Storage".

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 approval of this text amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-