

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Wednesday, July 14, 2021
7:00 PM**

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Alvin Burke
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

Appointed Officials

**City Manager John E. Pate
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give their full name and address, and the name and address of the organization they 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 becomes boisterous while addressing the Commission, shall be declared to be out of order by the presiding officer, and shall be barred from future audiences before the Commission by the presiding officer, unless permission to continue or again address the Commission is granted by a 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:

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.

Procedures for Public Participation**How to watch the meeting**

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

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

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

CITY OF OPA-LOCKA

“The Great City”

**AGENDA
REGULAR COMMISSION MEETING
July 14, 2021
7:00 P.M.**

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes – June 9, 2021
Special Commission Meeting Minutes – June 15, 2021
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
- 11. CITIZENS’ FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ESTABLISHING A CITY SPECIAL EVENTS LIST FOR THE 2021-2022 FISCAL YEAR AND A BUDGET; ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR’S ERRORS; 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 PIGGYBACK ON PASCO COUNTY, FLORIDA'S CONTRACT WITH VORTEX INFRASTRUCTURE SERVICES, LLC. FOR QUALIFIED PROFESSIONAL SERVICES FOR MANHOLE REHABILITATION OF WASTEWATER COLLECTION BASINS 4, 5, 7, & 8, IN THE CITY OF OPA LOCKA, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE CITY OF DORAL, FLORIDA'S CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC. FOR CATCH BASIN MAINTENANCE SERVICES RELATED TO THE CITY'S STORM DRAINAGE SYSTEM, IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF HOLLYWOOD, FLORIDA'S CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC. FOR QUALIFIED PROFESSIONAL SERVICES TO MAKE REPAIRS ON THE PUMP STATION #8 BASIN WASTEWATER COLLECTION GRAVITY SYSTEM, IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND, THREE HUNDRED DOLLARS (\$33,300.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EAC CONSULTING, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE ENGINEERING DESIGN FOR ROADWAY, WATER DISTRIBUTION AND DRAINAGE RECONSTRUCTION FOR NW 131ST STREET BETWEEN NW 31ST AVENUE & NW 32ND AVENUE; 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 A RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH SAPOZNIK INSURANCE & ASSOCIATES, INC, PROVIDING AGENT OF RECORD INSURANCE SERVICES FOR THE CITY OF OPA-LOCKA'S EMPLOYEES BENEFIT PLANS; 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, RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OPA-LOCKA AND GREATER MIAMI SERVICE CORPS; 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, AUTHORIZING THE CITY OF OPA-LOCKA TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
Deferred from RCM 06/23/2021

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
Deferred from RCM 06/23/2021

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN 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, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 06/09/2021**

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE 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, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 06/09/2021**

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE 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, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 06/09/2021**

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT 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, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 06/09/2021**

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, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC. TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH

AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET 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, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager **Deferred from RCM 06/09/2021**

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

C. RESOLUTION(S)/PUBLIC HEARING:

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

Historic Environmental Preservation Board

2 at-large appointments

Fair Housing and Nuisance Abatement Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Community Relations, Recreation and Activities Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Commissioner Davis)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Planning & Zoning Board

1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. City of Opa-locka Meet & Greet with the Chief of Police and Police Officers of the Opa-locka Police Department, Saturday, **July 10, 2021** from 12:00 p.m. – 5:00 p.m., Ingram Park, 2100 Burlington Street, Opa-locka, Florida. *Hosted by Commissioner Alvin Burke*
- B. Kipping It Under the Stars Movie Night, Saturday, **July 10, 2021** from 6:30 p.m. – 8:30 p.m., Sherbondy Park, 380 Bahman Avenue, Opa-locka, Florida. Free food & beverages provided – please bring your own lawn chair. *Hosted by the City of Opa-locka Parks & Recreation Department*
- C. City of Opa-locka and Feeding South Florida Drive-Thru Food Distribution, every 2nd and 4th Tuesday from 9:00 a.m. – 11:00 a.m., Sherbondy Village Park, 215 Perviz Avenue, Opa-locka, Florida. **Next feeding is July 13, 2021.**
- D. City of Opa-locka Budget Workshop to discuss the proposed budget for Fiscal Year 2022, Wednesday, **July 21, 2021** at 5:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- E. City of Opa-locka Walking One Stop Initiative (violence reduction initiative aimed at providing critical public resources directly to the doorsteps of residents), Monday, **July 12, 2021**. Briefing meet-up at the Opa-locka Police Station from 10:00 – 10:30 am, 780 Fisherman Street, Suite 316, Opa-locka, Florida. Cordoba Courts Apartments Canvass from 10:30 a.m. – 12:00 p.m., 13875 NW 22 Avenue, Opa-locka, Florida. *Hosted by Commissioner Chris Davis and Wayne Rawlins*
- F. City of Opa-locka Bingo and Chill, Friday, **July 16, 2021** at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. All participants must RSVP by Wednesday, July 14, 2021 at (786) 393-9175. *Hosted by Commissioner John Taylor*
- G. City of Opa-locka Youth Anti-Gun Violence March & Rally, Saturday, **July 17, 2021** from 10:00 a.m. – 4:00 p.m., Sherbondy Park, 380 Bahman Avenue, Opa-locka, Florida. DJ * Food * Bounce Houses * Face Painting * Performances. *Hosted by Commissioner Chris Davis*
- H. City of Opa-locka Get Fit Health & Wellness Fair, Saturday, **July 31, 2021** from 7:30 a.m. – 1:00 p.m., Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida. *Hosted by Commissioner John Taylor*
- I. City of Opa-locka Human Resources Department presents “Who wants to work Wednesdays” Open House, **every Wednesday** from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st Floor lounge, Opa-locka, Florida. Offering on the spot interviews.

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

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
Wednesday, June 9, 2021
7:00 P.M.

1. CALL TO ORDER:

Vice Mayor Williams called the meeting to order at 7:00 p.m. on Wednesday, June 9, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Alvin Burke, Commissioner Chris Davis, Commissioner John H. Taylor Jr. and Vice Mayor Veronica J. Williams. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobbs and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Taylor.

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 Pate requested the deferral of items 15-A-1, 15-A-2, 15-A-3, 15-A-4, 16-A-1 until the Regular Commission Meeting on July 14th.

It was moved by Commissioner Davis, seconded by Commissioner Burke to accept City Manager Pate’s recommendation to defer items 15-A-1, 15-A-2, 15-A-3, 15-A-4, 16-A-1.

7. APPROVAL OF AGENDA:

It was moved by Commissioner Davis, seconded by Commissioner Burke to approve the agenda and pull list.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	Not Present

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – May 12, 2021

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the minutes of the Regular Commission Meeting on May 12, 2021.

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

Commissioner Taylor	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

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

There were none.

10. PUBLIC PRESENTATIONS:

Vice Mayor Williams stated that Florida State Senator Shevrin Jones is running late for his public presentation, and that the Commission will pause the agenda when he arrives in person. The Vice Mayor also explained that Florida State Representative James Bush and Katherine Beck, the state coordinator for Florida Main Street, will be unable to make it to the meeting.

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

FORUM:

Vice Mayor Williams opened the citizens' forum.

Toroni Mitchell of 14225 NW 22nd Place thanked the Commission for allowing her the opportunity to present an idea she has for the City. Ms. Mitchell stated that she came up with the idea because the Commission brought up that the City wants to host events. She said that the events don't have to be like Arabian Nights but can be similar. Ms. Mitchell explained that she and her daughter can host an event that they thought could be planned for November and would like to name it the City of Opa-locka First Annual Grown Folks Night Out Outdoor Festival. Not knowing if the City would allow them to have something like that, she said she wanted to present it to the Commission so they could consider that it would be something to bring the City back to life. Recognizing that there is not much space, Ms. Mitchell reported that she has spoken to a couple of people that have ample space and parking. Acknowledging that the time is not allotted for a discussion on the proposal for this event, she offered to meet with the Commission or send them an email describing everything about the event. Extending an invitation to the Commission, Ms. Mitchell shared that a similar event would be held on August 7th. Expressing that she thinks it would be a great idea, she said that the key is that they want to let it be for the grown folks. Reminding the Commission that things are done for the kids throughout the year including the book bag drives, as well as events for Easter and Christmas, she stressed that they want to do something to break the ice for the adults.

Ms. Dottie Johnson of 13724 NW 22nd Place commended the Commission and the City Manager for an outstanding job on the progress she is seeing with different events, especially today with the Seniors on the move. Recalling that she doesn't think she has previously asked this Commission to look at the educational compact, she stated that she put many years into it. Ms. Johnson stated that she saw that the Commission has some legislation that is going to perhaps be enhanced by it and suggested that if someone can champion it, she is willing to volunteer to be on a committee to help get it done. She asserted that unless Opa-locka has an educated and competitive workforce, she doesn't see a whole lot of good paying jobs coming. Ms. Johnson also addressed the mannerism of how the Commission speaks to one another, especially the leadership. She shared that she has seen and is very uncomfortable with the approach of asking City Manager Pate questions that he may not have the answer to. Putting it on the record, Ms. Johnson stated that she has already met with Mr. Pate and said that she thinks it is very disrespectful for no one to even comment or call for the question, because she doesn't think any of them will want that to happen to their child or to them. Ms. Johnson concluded by once again thanking the Commission for a great job.

Vice Mayor Williams paused the public forum to allow Florida State Senator Shevrin Jones from District 35 to speak to the Commission on some legislative updates. The Vice Mayor stated that the Commission is grateful that he joined them.

Florida State Senator Shevrin Jones thanked Vice Mayor Williams, the Commission and City Manager Pate, for the opportunity to be able to address them. Senator Jones also thanked them for giving him the opportunity to represent the City of Opa-locka in Tallahassee during his first

legislative session as a State Senator. He said that he would present the check for the appropriations included in the State's budget for the City of Opa-locka, after his legislative update, and expressed that it would have been good for Florida State Representative James Bush to be there to present the check together. Pointing out that it takes both the House and Senate chamber to get anything into the State budget, Senator Jones expressed his gratitude for his partnership with the leadership in the Florida House and Senate, to bring dollars back home to the City of Opa-locka. He reported that many of the things that were heard on the news about what was going on in Tallahassee, was the actual reality. Senator Jones reported that HB 1 will impact cities that don't comply with the provisions of the new anti-protest legislation, and HB 90 will impact how we vote in upcoming elections. He also informed the Commission that the State Legislature passed the largest budget in Florida's history with \$101.5 billion, including \$169 million in tax relief. Pointing out that despite Governor Ron DeSantis vetoing a great deal of dollars for projects, he was happy about the \$1.2 million that he was able to bring home to Opa-locka through the partnership with Representative Bush. Senator Jones explained that mid-session revisions and the State's general revenue projections, gave lawmakers 2 billion more to play with for the current and coming fiscal year. He stated that the Florida Legislature was originally looking at a \$5.4 billion shortfall after a two-year period because of the revenue that was lost. Acknowledging the amount of dollars given to the State of Florida by the Biden Administration with \$350 million slated for budget stabilization from the American Rescue Plan, he said that it allowed the Legislature to keep about \$6 billion in reserves. Mentioning a couple of bills that he characterized as wins for the community, he highlighted SB 258 which he explained provides a tax credit for companies that hire students who participate in an internship program, keeping good talent within the state of Florida rather than having them leave the state because of the cost of living and a lack of incentives. Senator Jones also reported that he had been working on legislation in the House over the past two years to protect the dignity of incarcerated women by giving them access to free feminine hygiene products and ban the practice of shackling pregnant women or putting them into solitary confinement. He stated that SB 1426 now also allowed an inmate to share that she is pregnant once they arrive at the facility, and after a pregnancy test, can have her sentence for a nonviolent crime, deferred until twelve weeks after the delivery of her baby, at which time a judge can decide whether to have her come back to the facility or grant her time served. Senator Jones also shared that he worked with the Florida House and Senate administration on the urban gun violence task force, acknowledging that it is not enough because of the fight with his Republican colleagues, especially considering the senseless killings across South Florida that have occurred. He informed the Commission that he met with Senate President Wilton Simpson because he believes that the gun violence task force needs to be statewide to give the Governor, Senate President and House Speaker leverage to pick people within the task force, as well as allow it to sunset after five years. Senator Jones asserted that the task force should be able to use evidence-based approaches to be able to study what is happening with gun violence within the community, the same way that the Marjory Stoneman Douglas task force did for school safety. He also recalled having spoken with Commissioner Davis and Vice Mayor Williams about organizing a larger town

hall meeting with the City of Opa-locka to talk about SB 90 and its impacts on voting rights as well as HB1 and its impacts on the right to protest. Senator Jones explained that SB 90 is going to have a huge effect on how we vote in the upcoming election, with the biggest thing being having ballot boxes less accessible than they were in the last election, now only operating from 9 AM - 5 PM. Pointing out that blue collar workers within the community are at work even before 9 AM and do not get off until 5 PM or later, making it more difficult for individuals to be able to turn in their ballots. Additionally, the Senator stated that telling individuals that they must have their identification to be able to turn in their ballot, will totally disenfranchise the process. He reminded the Commission that 600,000 people voted by mail in the last election and because of that, his colleagues found the need to move the goal post, affecting the community's access to vote. Because it has already been signed by the Governor, the Senator lamented that the only thing that can be done is to make sure residents know what the new rules are and act accordingly. Stressing that they cannot wait for the courts as they take their course, the Senator stated that they must make sure individuals are able to vote. Senator Jones also announced that he is presenting the City of Opa-locka with a check in the amount of \$1.2 million, and once again expressed his gratitude to represent the City of Opa-locka.

Vice Mayor Williams acknowledged that State Senator Shevrin Jones had to leave but expressed the Commission's gratitude for all the hard work he put in this legislative season, and for bringing the City of Opa-locka some much-needed funds for the Police Department.

Commissioner Davis stated that Vice Mayor Williams couldn't have put it any better, expressing his thanks for the work of Senator Jones and Representative Bush, as Opa-locka representatives in Tallahassee. The Commissioner recognized that they've been fighting diligently on various issues that have impacted the City and now the fruits of their labor are being seen to benefit residents. The Commissioner concluded by again expressing his thanks.

Commissioner Taylor echoed his colleagues, thanking OPA-LOCKA representatives for helping the City and pushing it to the front line. The Commissioner thanked them for all they do.

Vice Mayor Williams re-opened the citizens forum.

Brian Dennis of 821 NW 54th Street encouraged the members of the Commission to give themselves a round of applause for preventing all the foolishness that was happening in the City which he said would have given Opa-locka a bad look. Stating that he is kind of old, he said he wants to critique the fact that the Commission had two meetings last month that were a total of six hours. Mr. Dennis urged somebody to take the reins and be a leader to stop the babbling and foolishness. He stated that the Manager's contract is what it is, and that he doesn't think the new Commissioners should have a decision pushed on them in six months. Informing the Commission that he looks at all the Commission agendas, he said that he feels like the City is stuck in neutral and not moving anywhere, neither backwards nor forward. Stating that he meant no disrespect to the State Senator because respect is due to a dog, he said that the money for the Police Department

has been on the table from Representative Bush since last session, but he recognized a great job done by both. He shared that he had a conversation with someone that tried to make him seem like an idiot, and he said that he knew they were talking to him for someone on the dais. He stated that he is the former president of Brothers of the Same Mind, through which he helped craft legislation with Miami-Dade County's Community Workforce Program for the organization, in zip codes 33142, 33147, 33136, 33055, 33054, 33056 and everywhere the black community was. He said that what was needed for the City to move forward is all in the charter, but that when you go back and forth with personal foolishness, it leaves the City stuck in neutral. Stating that it seems to him that all the money coming into the City is being directed to one spot at the Police Department, he asked where the money was to help the residents and bring down the millage rate. Noting that the three minutes of allotted time had expired, he asked Vice Mayor Williams to allow him to finish. He pointed out that ordinance 95-6 in the City's charter which was put together by the City Commission in 1995, says that any entity that comes into the City of Opa-locka, must hire residents. As a free recommendation to the Commission, he urged them to take it back to the Charter Board so they can add in a percentage of the residents that must be hired, which he said is missing from the ordinance and can be taken to the polls for residents to vote on. He stressed that they should amend and enforce article 95-6 because when Amazon came to the table, the City of Opa-locka was nowhere to be found. Using the example of the Pork & Beans housing project, he said that even though it sits within the City of Miami, it belongs to Miami-Dade County, but the City of Miami still patrols that project. He said that similarly, while the land Amazon is on belongs to Miami-Dade County, because it is in the City of Opa-locka, he believes that Opa-locka should have been at the table, which he asserted would have started to get residents working. Acknowledging that Career Source is working with the City, he suggested that Opa-locka could also establish its own employment agency. He stated they must know business and understand the legislation that's in the charter. Adding that he doesn't have to sit up on the dais to move the City, he said that he knows the legislation that it takes. He also shared that he has had the same phone number for twenty years, saying he's never been a stranger to anybody, and asked that nobody who doesn't know anything about the City, call him and tell him what the City needs. He concluded by pointing out that he just gave them legislation to put forth to begin to put residents back to work, stressing that if they have never been locked up, on welfare, on Medicaid or a single parent like he has been as he raised his daughter by himself, they don't understand what the community needs.

There being no additional persons to speak, the public input portion of Citizen's Forum was closed.

Vice Mayor Williams asked if any Commissioner had any comments.

Commissioner Davis addressed Ms. Toroni Mitchell's statement about putting forth an event like the Arabian Nights Festival but said he didn't catch the name of the outdoor festival that she wanted to organize with her daughter. Even though the City had restrictions on community events because of COVID-19, the Commissioner pointed out that those restrictions have been lifted and

thus there is nothing on the City's side that would prevent her from doing an event, if she goes through the special event permitting process. He also stated that he thinks the Commission realizes the importance of the Arabian Nights Festival and the impact it had over the years, but that the City's current financial position has limited the ability to plan something like that. Offering assurances that the Commission is working on it and are committed to it because they realize how important cultural programming is to the community, he said that they have the will to plan it, but he is not sure when they'll be able to make it happen. Addressing former Commissioner Dottie Johnson's statement regarding the educational compact, he acknowledged that at one point she sat on the board and represented the City. As a first-year teacher with a bird's eye view of the many challenges that students face, he stated that he looks forward to chatting with Ms. Johnson further about her findings, together with Vice Mayor Williams to push forward goals for the City.

Commissioner Taylor personally offered Ms. Toroni Mitchell his help on the festival that she is trying to host, because he said he loves bringing the community together and engaging them. Regarding Ms. Johnson's education compact, the Commissioner said he thinks that it is a great idea and that the Commission needs to investigate it. Addressing Mr. Brian Dennis' statement about article 95-6, he asked for a copy of the ordinance to investigate, because he recognized there is an issue with employment and suggested that something like what Mr. Dennis recommended, could ensure that Opa-locka citizens are employed with the new developments that are coming in.

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

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AN AGREEMENT FOR THE SALE AND PURCHASE OF VACANT LAND BETWEEN THE CITY OF OPA-LOCKA AND TNJ REALTY, LLC. FOR DECLARED SURPLUS ALLEYWAYS BETWEEN THE PARCELS IDENTIFIED BY FOLIOS: 08-2121-007-2680, 08-2121-007-2690, 08-2121-007- 2630, 08-2121-007-2650, 08-2121-007-2660, 08-2121-007-2670, 08-2121-013-2010 and 08- 2121-013-2020, IN THE B-2 ZONING DISTRICT, IN THE AMOUNT OF \$57,000; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND IN "AS IS" CONDITION; AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Vice Mayor Williams asked if there was a motion to discuss Consent Agenda Item 13-1.

It was moved by Commissioner Burke, seconded by Commissioner Davis to discuss Agenda Item 13-1.

Vice Mayor Williams asked City Manager Pate to introduce Agenda Item 13-1.

City Manager Pate asked Mr. Gerald Lee to introduce Agenda Item 13-1 on behalf of the Community Development Department.

Gerald Lee of the Planning and Community Development Department stated that the item is requesting the Commission to approve the sale and purchase agreement for a project that already had its site plan, development agreement and vacation of intermingled alleys approved. Mr. Lee explained that this is the last part of the whole process to sell the property and reported that his department's staff agrees and recommends it. Thanking the Commission for their consideration, he offered to answer any questions they had.

Commissioner Taylor recused himself because he may appear to have a personal interest in Item 13-1. He proceeded to leave the room.

Vice Mayor Williams asked City Attorney Norris-Weeks for guidance on Commissioner Taylor's request to recuse himself from the discussion of Agenda Item 13-1.

City Attorney Norris-Weeks explained that it is Commissioner Taylor's prerogative to recuse himself from any agenda item and stated that he will have to fill out the proper form.

Vice Mayor Williams asked City Manager Pate if he had anything else on Agenda Item 13-1.

City Manager Pate confirmed the report provided by the Community Development Department and stated that the development agreement had been approved by the City Commission and that Agenda Item 13-1 is the final piece to approve the sale of the property. Mr. Pate reported that there is approximately \$57,000 in escrow to show proof of funds, for the purpose of closing on the land sales transaction.

Commissioner Davis asked Mr. Lee, if the previous Commission approval he reported, was referring to the site plan, development agreement and request to vacate the alleyways.

Mr. Lee confirmed that the site plan, development agreement and request to vacate the alleyways was approved by the Commission and that Agenda Item 13-1 is only for the final sale agreement. Mr. Lee added that the price has already been identified within the document.

Commissioner Davis asked what the official sale price is for the property being considered in Agenda Item 13-1.

Mr. Lee informed the Commission that the official sale price for the property being considered in Agenda Item 13-1 is \$57,000.

Commissioner Davis asked if \$57,000 is the fair market value for the property sale being proposed in this agenda item.

Mr. Lee reported that the company proposing to purchase the property being considered in Agenda Item 13-1, provided appraisals and that \$57,000 is the price the City agreed to.

There being no additional discussion, the resolution passed by a 3-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Recused
Commissioner Burke	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

13. ADMINISTRATION:

CONSENT AGENDA:

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 THE SPECIAL EXCEPTION SITE PLAN 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, 08-2128-002-0060, 08-2128-002-0090, 08- 2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 05/26/2021**

Item 15-A-1 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE 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, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 05/26/2021**

Item 15-A-2 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE 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 FOLIOS08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 05/26/2021**

Item 15-A-3 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT 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 FOLIOS08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 05/26/2021**

Item 15-A-4 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING FINAL PLAT REVIEW REQUEST FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 NW LE JEUNE ROAD IDENTIFIED BY FOLIO 08-2129-000-0032 IN THE B-3 ZONING DISTRICT; PROVIDING FOR APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

It was moved by Commissioner Burke, seconded by Commissioner Davis to discuss the resolution.

Vice Mayor Williams asked City Manager Pate to introduce Agenda Item 15-A-5.

City Manager Pate asked Gerald Lee of the Planning & Community Development Department to introduce Agenda Item 15-A-5.

Gerald Lee of the Planning & Community Development Department reminded the Commission that they already approved the site plan and development agreement for the property being considered in Agenda Item 15-A-5. Mr. Lee explained that part of the process included dealing with the plat that needed to be addressed and pointed out that the Commission already approved their tentative plat. He reported that the company has dealt with the requirements of Miami-Dade County, and the process requires the City to approve the final plat before they take the actions they need to complete for the County. Stating that Agenda Item 15-A-5 is recommended for approval by his department, as well as the Planning & Zoning Board, he informed the Commission that they are awaiting their approval.

Commissioner Burke asked if the property being considered in Agenda Item 15-A-5 is a proposed warehouse off Le Jeune Road.

Mr. Lee confirmed that the property being considered in Agenda Item 15-A-5 is the former auto auction project.

Vice Mayor Williams noted that Agenda Item 15-A-5 is a Planning & Zoning Item and asked City Manager Pate if Community Development Director Gregory Gay could also speak on the item.

City Manager Pate recommended that Community Development Director Gregory Gay only speak before the Commission on Agenda Item 15-A-5, if there are any specific questions.

Vice Mayor Williams opened the public hearing on agenda item 15-A-5.

Ms. Dottie Johnson of 13724 NW 22nd Place stated that she understands the process but also wants to make sure that when staff from the Community Development Department say they already sent notices to business to make sure that they agree with the impact of a project, it should be included in the agenda packet in addition to the development agreement. Ms. Johnson asked someone to direct her to it, because she does not see it in the agenda packet. She said that she has seen development agreements come up under previous administrations which the staff did not publicly acknowledge. As an example, she stated that the truck stop on 135th Street is supposed to be a beautiful design, but she shared that every time she goes by, she must get her car washed because of the dust. Expressing that she is sure the City Manager is going to hold staff accountable and that the Commission is going to hold the Manager accountable, she also shared her concern that she doesn't see some of this stuff happening. Reporting that she tried today to get on the Planning & Zoning Board, she explained that she does not plan to go back to get any education for the specialty that is needed. Ms. Johnson concluded by thanking the Commission.

Brian Dennis of 821 NW 54th Street stated that talking about development is talking about enterprise and employment. Mr. Dennis asked where the agreement was that residents could get a job with all the gas stations coming into the City. Acknowledging that construction provides a temporary job and with the understanding that businesses are going to come, he asked who was at the table, asking what they were going to get for residents so that they could be employed. Using the example of the warehouse distribution center that is coming into the City, he said that it could begin to employ residents. Pointing out that Ordinance 95-6 of the Opa-locka Code is economic development, he said that community development is supposed to be economic development. He expressed his opinion that the City is stuck because of the Community Development Department not being used to put citizens to work because they don't have an interest in the City other than the paycheck. He asserted that while the members of the Commission have a job, other people don't have a job and they must understand how it feels to live on the other side, adding that he believed that is why the millage rate is the highest that it could go. Suggesting that the Commission table Agenda Item 15-A-5 until an agreement is reached, he hoped that when construction is done, people from Opa-locka get some work. He concluded by stressing that the staff is not moving the City.

There being no additional persons to speak, Vice Mayor Williams closed the public hearing on Agenda Item 15-A-5.

City Manager Pate stated that because there is contention on Agenda Item 15-A-5, he would request that Community Development Director Gregory Gay speak on the item.

Because Community Development Director Gregory Gay was not on the Zoom call, City Manager Pate asked Gerald Lee of the Planning & Community Development Department to address any questions the Commission had on Agenda Item 15-A-5.

Mr. Lee reminded the Commission that the development agreement for the property being considered in Agenda Item 15-A-5, does speak to the company making their best efforts to employ City residents. Mr. Lee pointed out that there is a legal threshold to employ City residents, but they cannot force employment. Anticipating that there will be employment as part of this project, he informed the Commission that the property owner has contracts with large firms which have a timetable, and thus the jobs are not going to be immediately available, except for the construction opportunities that will be available. He stated that the business has agreed to employ City residents based on what is approved in the development agreement. Mr. Lee also pointed out that the action the Commission is dealing with is about the platting which is a requirement of Miami-Dade County, and is not dealing with the development agreement because the project is already approved.

Commissioner Davis thanked Mr. Lee for sharing his point of clarity with the Commission. The Commissioner stated that the Commission understands where Mr. Brian Dennis is coming from and reminded everyone that the members of the Commission have championed jobs and

employment in the City, with the development agreements asking for the hiring of residents as a standard way to contribute to the community economically. He acknowledged that the Commission cannot legally force a business to hire any percentage of City residents like no other city can, as Mr. Lee had said earlier, but they can incentivize them through the Community Redevelopment Agency and other entities. The Commissioner also pointed out that Mr. Lee stated that the development agreement, site plan and vacation of the alleyways was already approved and thus Item 15A5 is just ratifying the second phase of the plat review, requiring approval of the Commission, which he indicated his support for.

Vice Mayor Williams recalled discussing the topic of having residents hired by some of the businesses applying for permits with the City and expressed her hope that the Commission can explore options in the future. The Vice Mayor stated that at the last Commission Meeting, she asked how the Commission knows how many of the businesses hire residents; recognizing that the businesses are asked to organize a job fair, she said that the Commission doesn't know how many residents are hired. She acknowledged that the Commission can't legally enforce the hiring of residents but said it would be great if they can do some type of fact-finding through City Manager Pate's office to know how many of the businesses that the Commission has approved to open in Opa-locka, hire residents.

City Manager Pate thanked Vice Mayor Williams for bringing up her proposal for a fact-finding exercise to determine how many businesses in Opa-locka have hired residents. Mr. Pate assured the Vice Mayor that he shared her sentiments and those of the Commission with his office, which in turn shared them with the Community Development Department. He stated that they will look for more statistical data to share with the Commission for their knowledge, even if it is an annual report format. Mr. Pate reported that conversations as recent as today, included discussion of possibly looking at previous legislation and amending it as Commissioner Taylor suggested. He assured Vice Mayor Williams that it was noted.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

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, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET 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 FOLIOS08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128- 002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 05/26/2021**

Item 16-A-1 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, ATTACHED HERETO, WITH TEEN UP-WARD BOUND, INCORPORATED TO OCCUPY SPACE AT 2105 ALI BABA AVENUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Vice Mayor Williams opened the public hearing on Agenda Item 16-A-2.

Jannie Russell of 1210 Peri Street introduced herself as the Executive Director of Teen Up-ward Bound which has served the City for 20 years. Ms. Russell stated that they provide services to children and are moving into a new location. She explained that they will be working with other organizations and agencies in the fall, to provide services. Ms. Russell concluded by offering to answer any questions.

Commissioner Burke asked Ms. Jannie Russell what kind of social programs they were planning to offer with the other agencies they will be working with, and if the services would be just for kids.

Executive Director of Teen Up-ward Bound Jannie Russell stated that they are looking at being a part of Opa-locka, acknowledging that they see there are many services that are needed. Ms. Russell pointed out that there's a lot of homelessness and drug abuse in the area and shared that they tried to contact the people on the corner that used to aid people with substance abuse issues, but she said that it seems like they're not there. She also said that they will be asking the County and churches in the area to partner with them on some of the services they provide. Informing the

Commission that they have their own feeding program, including a free fridge, she said they are looking at doing some of those things because she recognized that feeding is a big thing. Ms. Russell asserted that there's a lot of work to be done in that area, and they want to try and help.

Commissioner Burke asked if Teen Up-ward Bound will offer services to assist residents who need help with their light bill.

Executive Director of Teen Up-ward Bound Jannie Russell pointed out that the County already assists residents with their light bill and stated that they can partner with them to offer a space for a few hours a day to offer that service to people in the community. Ms. Russell assured Commissioner Burke that they are looking forward to doing that.

City Manager Pate stated that the City is looking to provide social service activities at Sherbondy Village, including light bill assistance programs. Mr. Pate said that in addition to allowing Teen Up-ward Bound to utilize the building they are proposing to offer social services at, the City will be providing more services for its residents at its own facilities.

Commissioner Burke asked City Manager Pate if he was saying that it was not necessary for Teen Up-ward Bound to take on the responsibility of offering social services like light bill assistance, because the City is going to take on that responsibility.

City Manager Pate stated that he was not saying that it was not necessary for Teen Up-ward Bound to offer the social services they are planning to provide, but that because the City has a lot of under utilization of park facilities, expanded programming for residents and specifically for seniors, is being considered.

Executive Director of Teen Up-ward Bound Jannie Russell stated that many social services are handled through referrals, and they have a process to refer the needs they identify to other agencies. Ms. Russell acknowledged that once the building opens, she is quite sure that residents will come in to ask questions because they know that the building was previously utilized to provide social services. She said that they are getting their own network of referral agencies, to make sure that they can meet the need.

Commissioner Burke pointed out that the area where Teen Up-ward Bound is proposing to go into, is a challenging area with a lot of people that have a lot of problems and that the building was where they came to get help. The Commissioner stated that he just wants to make sure that some of that help will still be available in that area.

Executive Director of Teen Up-ward Bound Jannie Russell stated that Teen Up-ward Bound is embedded in the community and assured the Commission that they will always put forth the maximum effort to do anything they can to help.

Commissioner Taylor wished Teen Up-ward Bound a happy 20th year. The Commissioner said that he is a champion for children and community building, and that he appreciated the fact that they are going to bring life into the area. He recalled that when he was growing up, the area was known as the Triangle, but he thinks since then it has been changed to Magnolia North.

Commissioner Davis said that it was always Magnolia North, but they just called it the Triangle.

Commissioner Taylor thanked Executive Director of Teen Up-ward Bound Jannie Russell and stated that he appreciates the job that they are doing and the good job they are going to do, to help change that area.

Executive Director of Teen Up-ward Bound Jannie Russell also acknowledged that the area they are proposing to bring their social services to, is a challenging one. Ms. Russell stated that they have told the parents who have been calling about their summer camp, that their children are going to be alright. She asserted that with everyone's help and working together with the City Manager, the Commission, and the Police Department, they will make sure it happens.

Commissioner Davis thanked Executive Director of Teen Up-ward Bound Jannie Russell for all that she does for our great community. The Commissioner expressed his excitement to see them providing youth services in an area of the community that he feels was left to the wayside for too long. Pointing out that the area has low voter turnout and civic participation, the Commissioner described it as the stepchild of the City. Recalling his advocacy for building a park and many other goals for the residents in that area of the community, he said he is glad to see it moving forward. Recognizing that Ms. Russell has a background working in some of the toughest neighborhoods and engaging the youth in meaningful experiences, he shared his hope that they will be able to bring them on board with their programming, especially considering the recent hike in violent activity. The Commissioner also stated that he had a similar concern to what Commissioner Burke expressed, about the social services provided in the building being proposed to be used and said that the Commission looks forward to having them bring those services back in the fall as they move forward. Commissioner Davis concluded by saying that all members of the Commission are champions for children in their own respect and urged things to get done with the youth.

Executive Director of Teen Up-ward Bound Jannie Russell thanked the Commission for their vote of confidence. Ms. Russell informed the Commission that she has reached out to a lot of young people that once lived in the area, who are going to walk around with them. While she said they know a lot of people as well, those who they call Teen Up-ward Bound Alumni, know the ins and outs of the area. She also said that they are going to have a big kickoff celebration to bring some awareness, which everyone will be invited to be a part of. Ms. Russell expressed her hopes that the Commission is pleased.

Vice Mayor Williams congratulated Executive Director of Teen Up-ward Bound Jannie Russell, pointing out that the celebration of their 20th anniversary means that they have some Teen Up-

ward Bound grandchildren out in the streets of Opa-locka. Congratulating them on their effort, the Vice Mayor acknowledged that the work with children that they do on a day-to-day basis, is not easy and many people cannot do it. She thanked her wholeheartedly for stepping into the gap for what is needed in Opa-locka. Pointing out that she is waiting for all the things that City Manager Pate stated are going to happen in the park, she asked that if they do not happen, that they look at revisiting bringing Teen Up-ward Bound back to Sherbondy Village so that the services that are needed can be provided.

City Manager Pate assured Vice Mayor Williams that it would be possible to revisit bringing Teen Up-ward Bound back to Sherbondy Village.

Vice Mayor Williams called for the vote on Agenda Item 16-A-2.

Commissioner Burke reminded Vice Mayor Williams that the public hearing on Agenda Item 16-A-2 was still open.

Vice Mayor Williams apologized and confirmed that the public hearing on Agenda Item 16-A-2 was still open.

Brian Dennis of 821 NW 54th Street expressed his support for what Executive Director of Teen Up-ward Bound Jannie Russell does and what she has been doing all these years, watching the kids come through, noting that they don't make the news. Mr. Dennis stated that they must have some type of Godly influence, even if they don't speak about God around children, to influence them to do better in life. He recognized that Vice Mayor Williams' statement about Teen Up-ward Bound grandchildren was perfect and was needed to keep Opa-locka productive. He also pointed out that Commissioner Davis is right that the Commission can't force anyone to hire anybody, but he said that they can legislate it. Mr. Dennis said that the County legislated to have any contract that was given, with a requirement to hire a percentage of residents. He offered to sit down and talk with Commissioner Davis about it.

There being no additional members of the public to make comments, Vice Mayor Williams closed the public hearing on Agenda Item 16-A-2.

It was moved by Commissioner Davis, seconded by Commissioner Burke to pass the ordinance on first reading.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Commissioner Burke	Yes

Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

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, 2020 AND ENDING SEPTEMBER 30, 2021; 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 May 26, 2021). *Sponsored by City Manager*

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

It was moved by Commissioner Burke, seconded by Commissioner Taylor to discuss the ordinance.

Vice Mayor Williams opened the public hearing on Agenda Item 16-B-1.

Ms. Dottie Johnson of 13724 NW 22nd Place noted that citizen Mitchell proposed a project to the Commission to organize an event, but because she knows that the budget has already gone through approval, Ms. Johnson asked someone to put it on the record that the proposed project may not be done in this fiscal year. She said that she thinks sometimes false hope is given when all the facts are not brought out, and that if one of the members of the Commission is going to take it on as one of their projects, they should make sure that the citizen understands that everything has been budgeted. Additionally, she urged that any fundraising that is done, is documented with receipts. Stating that she knows Ms. Mitchell's heart and that she will put all her energy into thinking that they can have the event in November, Ms. Johnson said it may not happen.

There being no additional members of the public to make comments, Vice Mayor Williams closed the public hearing.

Commissioner Davis asked City Manager Pate to address the \$20,000 line item in the proposed budget amendment for the water and sewer fund, to pay for the 12% increase in utility billing charges referenced in the memorandum of understanding with the County.

City Manager Pate asked Budget Administrator Bob Anathan to address Commissioner Davis' question about the proposed budget amendment to pay for the increase in utility billing charges.

Budget Administrator Bob Anathan explained that there was a large increase in the utility billing charges from the County that was discovered in the monthly reconciliation. While it is being looked at, Mr. Anathan stated that he wanted to make sure that there was sufficient funding in the budget to accommodate it. He pointed out that as part of the memorandum of understanding with the County, they do have the right to raise the fees they charge for the billing and collection of Opa-locka's utility bills, and he said that they have exercised that right.

Commissioner Davis asked if the memorandum of understanding with the County gives them a 12% threshold to be able to increase utility billing charges.

Budget Administrator Bob Anathan informed the Commission that the memorandum of understanding with the County includes a limit lower than 12% for increases to utility billing charges, and that it is being worked on, but he wanted to make sure the increased amount was covered in the budget. Mr. Anathan explained that if all the additional funding is not necessary, it will revert to the water and sewer fund balance.

Commissioner Davis shared his understanding that the proposed budget amendment for the funding of the increase of utility billing charges, is an overshoot to ensure that the City has enough funds in place to cover any variations.

Budget Administrator Bob Anathan confirmed that Commissioner Davis' understanding of the purpose for the proposed budget amendment for the funding of the increase of utility billing charges, is exactly right.

Commissioner Davis expressed his concern with the increase in utility billing charges, despite his acknowledgement that Opa-locka has an agreement with the County in place that ultimately gives them some leeway to increase those utility billing charges. The Commissioner stated that he would like to look at the matter further, noting that the City is still facing challenging times. Pointing out that any increase to the City's utility billing charges could negatively impact residents, he asserted that he wants the Commission to do anything it can to lessen the burden as elected advocates for the City.

Budget Administrator Bob Anathan stated that the increase in utility billing charges is not passed through to the residents as a direct impact to them but is borne by the City.

Commissioner Davis shared his understanding that the increase in utility billing charges is on the City's end.

Budget Administrator Bob Anathan confirmed that the increase in utility billing charges is on the City of Opa-locka's account.

Vice Mayor Williams asked City Manager Pate if he wanted to respond to Commissioner Davis' question about the increase in utility billing charges.

City Manager Pate stated that he thinks Budget Administrator Anathan answered Commissioner Davis' question about the increase in utility billing charges and thanked Vice Mayor Williams.

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

Commissioner Taylor	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV ENTITLED PERSONNEL, TO CREATE DIVISION IV OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO BE ENTITLED "CITY HOLIDAYS"; SPECIFICALLY RECOGNIZING JUNETEENTH INDEPENDENCE DAY AS A PAID CITY HOLIDAY AND SPECIFICALLY CITING ALL OTHER CITY HOLIDAYS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on May 26, 2021). Sponsored by Commissioner Davis, Mayor Pigatt and Vice Mayor Williams

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

It was moved by Commissioner Davis, seconded by Commissioner Taylor to discuss the ordinance.

Vice Mayor Williams opened the public hearing on Agenda Item 16-B-2.

There being no members of the public to make comments, Vice Mayor Williams closed the public hearing on Agenda Item 16-B-2.

Commissioner Davis noted that this is the second reading of the item sponsored by him, Vice Mayor Williams and Mayor Pigatt, proposing to declare Juneteenth Independence Day as an officially observed holiday in the City of Opa-locka. The Commissioner pointed out that there are several Citywide holidays which are acknowledged, and he stated that in his opinion, this holiday is even more important than the other eleven holidays, given its history. He expressed being glad to have the support of his colleagues and all those who have supported the item. The Commissioner said he looks forward to attending the City's Juneteenth celebration and having the holiday fully observed.

Vice Mayor Williams thanked Commissioner Davis for proffering the item to declare Juneteenth as an officially observed holiday in the City of Opa-locka. The Vice Mayor stated that she looks forward to seeing great Juneteenth activities, years from now.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Vice Mayor Williams asked for the City Manager to deliver a report to the Commission.

City Manager Pate stated that a formal response will be provided to the Commission for the action list that was provided after the May 26th Commission Meeting, but he wanted to provide them with an update and brief responses on some of the items that were brought up at the meeting as well as other issues, including the following:

- Human Resources building being designated as a historical building.

City Manager Pate explained that after his staff did research on the matter, it was determined that the Human Resources building cannot be designated as a historical building because it does not have any historical features that represent Opa-locka's history.

- Status of illegal dumping initiative brought forward by Vice Mayor Williams

City Manager Pate reported that the Click Fix software is active. He also stated that because the budget amendment which included the funding for the initiative was just approved by the Commission, the monies will be placed in the coffers tomorrow, so that the program can be activated through the Police Department and Code Enforcement.

- Questions about the \$200,000 stolen from the Building & Licensing Department

City Manager Pate reminded the Commission that the money was stolen during FY 2017, 2018 and 2019, prior to him being appointed as Manager. He pointed out that the City stopped accepting cash payments in the Building & Licensing Department after he was appointed as City Manager.

- Status of Comprehensive Emergency Management and Hurricane Season Plan

City Manager Pate reported that the Comprehensive Emergency Management and Hurricane Season Plans were submitted to the Commission on June 1st at the request of Mayor Pigatt.

- Status of the request for proposals for the City's bus benches.

City Manager Pate informed the Commission that the request for proposals for the City's bus benches will be presented to them at the June 23rd Commission Meeting.

- \$1.2 million in State funding for the Police Department

City Manager Pate stated that the \$1.2 million in State funding will go towards the reconstruction of a new Police Department at the location of the old Police Department. Mr. Pate explained that a phased approach will be taken on the project. He said that phase one would be funded by the money coming from the State and would include the tearing down of the old building, environmental studies on the property, removal of underground pumps and creation of architectural drawings, in addition to various other pre-construction activities needed to get the site ready for the reconstruction project. Reminding the Commission that while the Governor has signed the bill and the funds have been set aside for the project, any monies distributed by the State of Florida typically require a grant application and that the Commission must approve an agreement for the use of funds and scope of the work, in addition to the request for proposals process.

- \$100,000 in State funding for the Parks & Recreation fencing and security project.

City Manager Pate reported that his office has been in contact with the State about the \$100,000 funding for the Parks & Recreation fencing and security project. Mr. Pate stated that the agreement is going through the Budget Department, so that the agreement, the scope of work, and how the funds are going to be used can be reviewed by the Commission for approval.

- \$100,000 in State funding for the City's senior programming

City Manager Pate reported that Governor DeSantis used his line-item veto power to veto the \$100,000 in State funding for the City's senior programming.

- Request for proposals for the Code Enforcement and Building & Licensing Departments

City Manager Pate asked the City Commission for direction on what action they would like to have taken with the Code Enforcement and Building & Licensing Departments. He requested that they provide him consensus through a head nod or an individual phone call after the meeting, expressing that he felt they gave him mixed guidance and stifled him at the last Commission meeting on whether they want to have him direct staff to begin a formal request for proposals process. Mr. Pate pointed out that a request for proposals process will take longer.

Mr. Pate concluded his report stating that the City has been making a great deal of progress regarding moving forward in a positive direction. He assured the Commission that he values the support and input from each individual Commission member through agenda briefings and various other meetings. Expressing that he wholeheartedly feels that he is at the best disposal for the City Commission when he is

being provided input from all members of the Commission in an equal and fair manner, he stated that his office is open to re-convening with the Office of the Mayor to attempt to reconcile and open dialogue so that they won't have four- and half-hour meetings. He also informed the Commission that while he'd be more than happy to answer any questions they have; he will be providing written responses to any questions that he is unable to answer.

Commissioner Burke asserted that he does not want to see any more of the City's departments outsourced, pointing out that they have given so many departments away and expressed his opinion that if they keep chipping away, they are not going to have a City. Addressing City Manager Pate's statement that the new Police Station is going to be built in phases, he asked if there was any other money that the City can get for the Police Station, stating that Opa-locka has a bad reputation for doing things in phases. He also recalled that the Commission has been talking about beautification of the City for a long time and shared that the Commission received an email from a resident proposing that the identification markers at the entrances to the City should have mulch and flowers to make them look nice, because it is the first thing people see when they come into the City. Reminding the Commission that Sharazad Boulevard used to have beautiful grass and trees in addition to the fresh mulch that is still there, he lamented that people are sitting in the median across from the apartments, as well as putting out bricks and furniture despite the police speaking to them and the "No Loitering" signs. The Commissioner stressed that if money is going to be spent to make the City look nice, they must be able to stay on top of it. Another problem he said the Commission has talked about before, is the need to cut back some of the trees in the City. Acknowledging that City staff could do the tree cutting themselves with a bucket truck, he said he doesn't recommend that and suggested that someone could be found to do it. The Commissioner reported that a resident who lives in front of Segal Park called him to say that they can't even see the streetlight because of the trees. He reminded the Commission that they had discussed cutting the trees one time and then letting the homeowners know that it would be up to them from then on, but they still haven't done anything despite hurricane season coming up. He concluded by pointing out to the City Manager that those are some of the things that need to be done.

City Manager Pate acknowledged that the concerns expressed by Commissioner Burke are probably items that the entire Commission would want a briefing on and asked Public Works Director Airia Austin to address those items.

Vice Mayor Williams also asked Public Works Director Airia Austin to discuss the process for having inmates come out to clean the City.

Commissioner Davis also asked for an update on the procurement of bus benches for the City.

City Manager Pate reminded the Commission that despite it not requiring a request for proposals process, they had voted to begin the request for proposals process for the City's bus benches. Mr. Pate stated that it would be presented at the June 23rd Commission Meeting.

Public Works Director Airia Austin stated that his department wanted to stop the effort of maintaining the City's entry signs, explaining that they don't have the personnel and most of the sign facilities are not equipped with irrigation. Mr. Austin reported that all the plant material was replaced four months ago, and irrigation systems are in the process of being installed, so that flowering plants can be added instead of the

mostly green plants. He also informed the Commission that they are maintaining all the irrigation systems on the medians Citywide, with the first initiative on Perviz Avenue where the center plant material will be removed and grass with palm or flowering trees being planted when the irrigation system is complete. With respect to tree trimming, Mr. Austin stated that his department was trying to source a bucket truck for internal use, but the COVID-19 pandemic negated those efforts with it taking nine months to procure. He reported that a rental bucket truck will be arriving tomorrow and that 50% of the needed tree landscaping project will be completed by next week. With their tree trimming efforts being relegated initially to 139th Street, Sharazad Boulevard and other major medians that need it, Mr. Austin assured the Commission that they are still working towards acquiring their own bucket truck to trim the trees in other areas of the City. Acknowledging that City Manager Pate already addressed Commissioner Davis' question about the City's bus benches, he told the Commission that they are looking into resolving that relatively soon. He also recognized the challenge presented by the area of concern on Sharazad Boulevard identified by Commissioner Burke and stated that his department is working with the Police Department to thwart the loitering in that area. Mr. Austin pointed out that his department only has two individuals who they can dedicate to cleaning the area that continuously has furniture placed on it. He also shared that the weekly food drives take away time from the limited personnel in his department, and they are looking to see if they can resume bi-monthly or monthly food drives until they have the personnel to handle the initiative. Asserting that beautification is layered on their hearts, Mr. Austin offered additional assurances to the Commission that they are working diligently to set the infrastructure in place, to realize the beautification effect that the Commission and residents truly deserve. Mr. Austin concluded by offering to answer any questions from the Commission.

Commissioner Taylor noted that Public Works Director Airia Austin had stated that the irrigation repairs on Perviz Avenue would begin this week, but asked what the timeline was for the project, including the flower planting in the median.

Public Works Director Airia Austin stated that his department is in the final stages of the irrigation repairs on Perviz Avenue and should have them wrapped up by the end of the week, with the removal of plant materials this week as well. Mr. Austin explained that because it will take approximately one month for the grass to grow in, they are still in the process of procuring the trees that will be planted into the medians and sidewalks, to replace those that were damaged.

Commissioner Taylor asked Public Works Director Airia Austin if they were planting grass seeds rather than planting grass and just leaving a pile of dirt for a month, expressing his opinion that it would mean the City is going from bad to worse.

City Manager Pate informed Commissioner Taylor that his department has looked at the expense of planting sod, and it would require another budget amendment because it is much more expensive than planting grass seed. Mr. Pate explained that last year, they tried to price out beautification including the planting of sod, and it became an effort that would have cost several hundreds of thousands of dollars.

Public Works Director Airia Austin clarified that the cost estimate for the planting of sod was \$300,000.

City Manager Pate reminded the Commission that Opa-locka is still in a financial emergency. Expressing his understanding that the Commission wants quick natured actions including the planting of sod and

expensive trees, he assured them that if it is the will of the Commission, he can look at the pricing options again.

Commissioner Taylor expressed his concern about being in hurricane season, pointing out the fact that Opa-locka floods, stating that he doesn't understand the logic of digging up the dirt if it could just be washed away and then the grass would never grow.

Public Works Director Airia Austin stated that his department will reevaluate their methodology for the planting of the grass in the City's medians based on Commissioner Taylor's concern.

Commissioner Taylor asked why the food drive, which he understood is about two hours, is affecting the Public Works Department ability to do their job. The Commissioner asked what they were doing that stopped them from doing their job, besides putting up the tent and serving the food.

Public Works Director Airia Austin explained that the food drive starts at 6 AM with five individuals assigned to the task, including handing out the food and all the other logistics.

Commissioner Taylor asked if the food drive can be assigned to a different department, suggesting that the Parks & Recreation Department as a possibility. Pointing out that there are five days in a week, he asserted that moving the food drive responsibility to another department, would provide a way for there not to be excuses for why the City is not being beautified.

Public Works Director Airia Austin reminded the Commission that his department has diminished manpower at this time, so the usage of that manpower every hour of every day is crucial to achieving their goals. Mr. Austin also addressed Vice Mayor Williams' question about prisoners returning to help the Public Works Department with their efforts, informing the Commission that his department has received a contract that they would like to utilize which is under legal review. He added that his department will be bringing that item back when they have clarity on how to proceed with it.

Commissioner Davis recalled that during the meeting with Miami-Dade Board of County Commissioners Chairman Oliver Gilbert and Miami-Dade Stormwater Management, Opa-locka's waterways were discussed, including some of the eyesores such as the derelict vessels and trash dumping that must be dealt with. Acknowledging that there is a memorandum of understanding in place, the Commissioner asked if Miami-Dade Stormwater Management has reached out in any capacity regarding those issues. The Commissioner stated that if Miami-Dade Stormwater had not reached out, that he would like to see some sort of amendment to the existing five-year agreement that is in place, which he pointed out Opa-locka is already three years into.

Public Works Director Airia Austin explained that Miami-Dade Stormwater Management is responding to his department's requests on an as needed basis to maintain the aesthetics of the canal along Burlington Street and 22nd Avenue, as well as Opa-locka Boulevard. Mr. Airia also informed the Commission that they have not set in place a permanent agreement with Miami-Dade Stormwater Management, which would require the amendment of the memorandum of understanding that was set in place by ordinance.

Commissioner Davis asked Public Works Director Airia Austin if his department is still using contingencies to have Miami-Dade Stormwater Management respond to their requests.

Public Works Director Airia Austin confirmed that his department is using contingencies to have Miami-Dade Stormwater Management respond to their requests because they are not amenable to amending the contract.

Commissioner Davis shared his understanding that the memorandum of understanding with Miami-Dade Stormwater Management, ultimately must be approved by the Miami-Dade Board of County Commissioners.

Public Works Director Airia Austin stated that the memorandum of understanding with Miami-Dade Stormwater Management must first be approved by the City of Opa-locka and then by the Miami-Dade Board of County Commissioners.

Commissioner Davis pointed out that ultimately it is the decision of the Miami-Dade Board of County Commissioners, whether the agreement with Miami-Dade Stormwater Management can be amended. The Commissioner acknowledged that getting the proposed amendment onto the County Commission agenda would take some work and asked if Miami-Dade Stormwater Management gave a reason why they didn't want to amend the contract.

Public Works Director Airia Austin explained that Miami-Dade Stormwater Management does not want to amend the memorandum of understanding because the proposed amendment was not part of their agreement with several other cities, reminding the Commission that it is a multi-city contract.

Commissioner Davis shared his understanding that if the City of Opa-locka's memorandum of understanding with Miami-Dade Stormwater Management was amended, it would affect other cities as well and they are not open to making those changes across the board.

Public Works Director Airia Austin confirmed that Commissioner Davis was correct in his understanding that Miami-Dade Stormwater Management does not want to amend the memorandum of understanding with the City of Opa-locka because it would affect other cities as well.

City Manager Pate stated that he thinks he has a solution on beautification of the City overall. Mr. Pate informed the Commission that last year, his department looked at three landscaping companies to provide total beautification of the entire City and how much it would cost, compared to how much it would cost the staff from the Public Works Department to do it incrementally. He suggested that Public Works Director Airia Austin and Budget Administrator Bob Anathan should bring that back together and get it to the Commission, so they can see what the dollar amounts look like from the three vendors. Mr. Pate offered to have a Beautification Workshop with the Commission, so that they can provide the direction to his office and do what they need to do to shape either a budget amendment or next year's budget. He recalled that the cost they looked at last year was a grandiose dollar amount which former Commissioner Joseph Kelley brought up in his correspondence. Mr. Pate asked Mr. Austin to prepare the information from the three landscaping companies who provided quotes to beautify the entire City, so that the Commission can put it into perspective.

Vice Mayor Williams recalled that several months ago, the Commission approved an entity to write grants for the City of Opa-locka and asked if it would be possible to write a grant for beautification of the City.

City Manager Pate stated that Public Works Director Airia Austin and Budget Administrator Bob Anathan manage the grant writer. Despite him stating that he doesn't believe there have been any beautification grants available, Mr. Pate assured the Commission that if the grants are out there, they will do the research to seek them out.

Public Works Director Airia Austin reported that his department was provided with a schedule yesterday which included a \$50,000 grant with an in-kind match that they are looking to bring forward to the Commission.

Commissioner Burke clarified that he knows and has seen that the Public Works Department is doing what they are supposed to do, getting out there in the morning to clean Sharazad Boulevard. The Commissioner asked how the City can tax the complex right in front of Sharazad Boulevard, which he said is the source of all the furniture that the Public Works Department cleans up. He also pointed out to Commissioner Taylor that the Parks & Recreation Department is already part of the team for the food drives.

Vice Mayor Williams recalled that City Manager Pate mentioned the proposal to outsource the Building & Licensing and Code Enforcement Departments and noted that Commissioner Burke stated he did not want to outsource the departments. The Vice Mayor asked what the next plan would be if the departments were not outsourced, expressing her opinion that the system is broken. She pointed out that City Manager Pate asked the Commission for their opinion, but that they are just saying what not to do and not what they think they should do.

Commissioner Burke acknowledged that the system is broken in the Building & Licensing and Code Enforcement Departments, but he asserted that it can also be fixed. The Commissioner stated that he doesn't think outsourcing and giving up more of the City is going to take care of the problem. He stated that they know what the problem is, and all they need to do is fix it. Recalling that the City tried to outsource the Building & Licensing Department once, he reminded the Commission that the City lost a lot of money while the companies that are granted the outsourcing contracts, make the money. The Commissioner pointed out that the City Manager is the Commission's "fixer" to correct the things that are wrong which are going on in the different departments. He expressed his opinion that he doesn't think getting rid of it is fixing it. The Commissioner urged them to fix it in-house and keep it in-house because despite not knowing who handled the negotiation, he remembered the City was getting pennies from the previous outsourcing of the Building Department. Commissioner Burke concluded by once again stressing that he is strongly against outsourcing any more of Opa-locka's departments.

Commissioner Davis expressed that he shares some of the same sentiments shared by Commissioner Burke regarding outsourcing the City's departments. The Commissioner pointed out that a city is started and chartered to provide services, and thus the municipal government is in the service delivery business. He expressed his hope that City Manager Pate would examine the situation and put the best recommendation forward, which he acknowledged has been done by proffering the request for proposals option. The Commissioner stated that his concern would be to do what is most beneficial long-term for residents and the City. Pointing out that when services are contracted out, they can be managed through the contract with a layer of accountability, but noted that when you are working with staff, they can sue. Addressing Commissioner Burke's point about losing money when outsourcing, he said that when contracting items, you save in the long run because you control all the services being provided. He also pointed out that given

what has been in the news lately, residents have missed out on a lot of money. Assuring the Commission that he is not for either outsourcing or not outsourcing the Building & Licensing and Code Enforcement Departments, he said that he is more in favor of keeping things in-house and managing it. Noting that the members of the Commission are residents of Opa-locka, he said that the challenges within the two departments over the years are not a secret. The Commissioner asked Mr. Pate if he's thought about just having firms submit what they can provide to the City through a request for quotes process, acknowledging that the concern with outsourcing is centered around retaining staff.

City Manager Pate stated that he is trying his best to not have the City's power of negotiation be removed. Mr. Pate informed the Commission that there are only a handful of organizations in the area, that the Building & Licensing and Code Enforcement Departments could be outsourced to, and that both Miami Gardens and Hialeah currently outsource those departments either partially or fully. He said that he would like to retain employees, with his goal being to provide the best services for residents, while looking out for employees. Mr. Pate acknowledged that Commissioner Burke was correct in stating that as City Manager, he is paid to make decisions and bring them up to the Commission. He shared his observation that the Commission has gone in both directions over the last six or seven months on the issue of outsourcing the departments and asserted that he doesn't want to have his staff start doing work and then have it be dead on arrival at a Commission meeting. Offering to pull the minutes, Mr. Pate recalled a Commission meeting where some of them supported a request for proposals process for the City's financial services, and then he said that the tone changed within a month when he was asked why he brought up the request for proposals. Expressing that he wants to make sure his office is being provided clear direction on what to present to the Commission because he doesn't want a drawn out debate, he asserted that he wants a decision on what the Commission wants him to do that they can talk about.

Commissioner Davis stated that he thinks they would all like to see the Building & Licensing and Code Enforcement Departments come up to speed internally without an outside process, he noted that was not City Manager Pate's recommendation. The Commissioner pointed out that Mr. Pate threw out the option of the request for proposals process for the outsourcing of the Building & Licensing and Code Enforcement Departments, as the recommendation in his professional opinion, and he said the Commission must decide on it.

Vice Mayor Williams acknowledged hearing the concerns expressed by Commissioners Burke and Davis and stated that she is also on the fence about outsourcing the Building & Licensing and Code Enforcement Departments. She expressed that as a resident of Opa-locka, she believes that the City should have its own departments because the residents pay for those services. The Vice Mayor also said that she thinks permits would be granted faster if the City has its own Building & Licensing Department rather than an outsourced department. Considering the possibility of maintaining the departments the City has, she asked City Manager Pate how the fractures in those departments will be tackled.

City Manager Pate differed with Vice Mayor Williams' point about the speed of services provided to residents, which he stated are handled at either the same speed or faster in other cities, including Miami Gardens, that have outsourced their Code Enforcement operations. Mr. Pate assured the Commission that he is not suggesting throwing the baby out with the bathwater but noted that there are true operational deficiencies in the Building & Licensing and Code Enforcement Departments, including the ability to recruit certified personnel. He suggested that dealing with an outsourcing agent which has a hundred

building officials and dozens of code enforcement inspectors that can move around between their contracts in nearby cities, would increase efficiency. Assuring the Commission that he doesn't see the City entering a contract where efficiencies drop tremendously, he asserted that he is going to look for efficiencies to rise based on performance standards in the contract. Acknowledging that Hialeah may have had an issue with their Building & Licensing and Code Enforcement, he stated that he knew Miami Gardens did not and that they just decided to outsource. Pointing out that different cities outsource their departments for different reasons, he asked the Commission to consider the issues that existed prior to him being hired as Manager, and the assessment the Commission asked him to complete, in addition to the Building & Licensing inquiry through the Miami-Dade County Department of Environmental Resource Management (DERM) that required Opa-locka to enter into a consent decree for licenses that were approved without DERM's approval, and the ongoing issues with the need for more employees in the licensing section. Mr. Pate suggested that if the Commission decides to keep the departments, he is going to recommend adding personnel, including several more licensing clerks and inspectors, which he said will have Budget Director Bob Anathan project an increase in personnel and pension costs. He declared that outsourcing the departments will save money and is the best option to get the best services for residents. Mr. Pate concluded by stating that whether the Commission votes up or down on the outsourcing of the departments, his office will just work it up and bring it to the Commission, pointing out that the government body will make the final decision.

Commissioner Burke stated that when the members of the Commission were running to sit on the dais, they said they wanted change but didn't tell the people they were coming to dismantle the City. The Commissioner asked if the Parks & Recreation or Human Resources Departments have a problem next month if the Commission would outsource those departments. He said that you lose control once you outsource, adding that you can take care of problems that you have in-house. Asserting that departments in the City have not been taking responsibility and have lost the City millions of dollars without being investigated, he also pointed out that Opa-locka has always been under consent decree with the Miami-Dade Department of Environmental Resource Management, not just with the Building & Licensing Department. He reminded the Commission that the City first got rid of its Garbage Department for a couple of years and was going to bring it back, but it never came back in-house. The Commissioner also reminded them that they gave away the Water Department to Miami-Dade County, and stressed that if they keep outsourcing, they might as well go ahead and get rid of the City.

Commissioner Davis acknowledged that Commissioner Burke is right that none of the members of the Commission told people they were coming to dismantle the City, but he stated that he did promise efficient, effective, and respectful service delivery, which he said has never been up to the standards that the community deserves. Expressing that he is not a big fan of outsourcing, he said that he realizes that governing by a contracted network does present assurances because it is ultimately an agreement. Asserting that there needs to be accountability in the City, he suggested that residents want that accountability whether it comes from an in-house or outsourced Building Department. Addressing the concerns about outsourcing everything, he recommended considering the Water Department, stating that as a paying customer who lives in the community, he doesn't believe the City receives as many complaints since Miami-Dade County took over. The Commissioner also stated that whoever the departments are outsourced to would be managed through their contract just like employees are managed. He pointed out that not having to pay pensions or taking on a lot of the overhead as Mr. Pate said, would ultimately allow them to bring on new employees and significantly expand the department. The Commissioner stressed that he is in favor of any

action that provides professional, respectful, effective, and efficient delivery of services for residents, as the City was chartered to do, no matter whether the service is provided in-house or outsourced.

Vice Mayor Williams suggested that the decision whether to outsource the Building & Licensing and Code Enforcement Departments can be discussed later. The Vice Mayor lamented that Opa-locka is one of the last cities in the area that uses paper and pencil in the Building & Licensing Department without any type of database. Asserting that it is a problem that the department has no digital records to fact check, she suggested that there must be something the City Manager's Office can do to update how the department operates. As someone who recently pulled a permit, the Vice Mayor stated that she just doesn't get it but tabled the discussion for now. The Vice Mayor also pointed out that she placed the City Manager's evaluation form on the desks of the members of the Commission, reminding them that the Manager agreed to amend his contract in March. She explained that she took the liberty of going through all the other evaluations she sent earlier and asked for them to review and approve the one she provided them, with City Manager Pate's approval.

Commissioner Taylor stated that the Commission just received the City Manager's evaluation form and didn't have any time to review it, asking to table the discussion.

Vice Mayor Williams stated that technically, it was the third time that the City Manager's evaluation form had been given to the Commission. The Vice Mayor said that the discussion could be tabled but told City Clerk Flores that she would like to know if the amendment to City Manager Pate's contract had been signed.

City Clerk Flores said that the amendment to City Manager Pate's contract had not been signed.

City Manager Pate stated that he didn't think the Commission Meeting was the forum to discuss him signing the amendment to his contract.

Vice Mayor Williams stated that the discussion about the amendment to City Manager Pate's contract would come back.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Commissioner Taylor congratulated the Parks & Recreation Department on a job well done during the Seniors Picnic, stating that it was great and awesome. The Commissioner also congratulated the Police Department, recognizing that in the current climate, they don't get enough credit, considering the fact that crime is down in Opa-locka. He also brought forth his idea to introduce a Citizens Academy that will build positive relationships and increase communication between government, the police and citizens.

Commissioner Davis reported that he will be participating in a walking one stop with Mr. Wayne Rawlings for a violence reduction partnership to bring social services to the doors of Opa-locka's residents. The Commissioner recalled that Mr. Rawlings previously partnered with the Police Department for outreach in the City. He shared that former Commissioner Joseph Kelley will be hosting the event and said that he is excited to have him revisit the City to coordinate much needed referral services for Miami-Dade County, and to put a dent in some of the violence and criminal activity in the community. The Commissioner also stated that Commissioner Taylor's idea to introduce a Citizens Academy, is very important and needed. He pointed out that he partnered with the Ethics Commission in 2016 to bring needed resources to the City and recalled that both he and Vice Mayor Williams were graduates of that academy. Commissioner Davis concluded by thanking Commissioner Taylor for taking the lead to ensure that the Commission is reaching out to residents and building future leadership.

City Clerk Flores asked for direction from the Commission on the workshops that are pending. The Clerk stated that she has only received three confirmations for each of the workshops, including the Commission Priorities Workshop. She asked if the Commission wanted to move forward with just three members of the Commission in attendance, or if there was an intent to have everyone in attendance.

Vice Mayor Williams asked what date the Commission Priorities Workshop was being proposed for.

City Clerk Flores stated that she thinks City Manager Pate was available for the Commission Priorities Workshop on the week of June 21st. The Clerk asked Mr. Pate if it was still a good date for him and apologized for bringing this to the Commission meeting, but explained she is not getting the responses she needs to be able to move forward with scheduling.

Vice Mayor Williams asked if there was a specific date being proposed for the Commission Priorities Workshop.

City Clerk Flores explained that she asked for the Commission's availability for the entire week, so that she can set a date that is good for everyone, for the Commission Priorities Workshop.

Commissioner Taylor asked if the Commission Priorities Workshop that is being proposed to be scheduled, is a continuation of the last Priorities Workshop.

City Clerk Flores confirmed that the Commission Priorities Workshop that is pending being scheduled, is a continuation of the last Priorities Workshop.

Commissioner Taylor asked if the Commission Priorities Workshop can be scheduled at 6 PM on the same night as the June 23rd Commission meeting.

City Clerk Flores stated that all the members of the Commission can agree on a date for the Commission Priorities Workshop, while they are on the dais.

Commissioner Taylor indicated that he is open to the Commission Priorities Workshop being scheduled on June 23rd.

City Manager Pate stated that June 23rd is locked down because he will be in negotiations with the Police Benevolent Association that afternoon. He pointed out that it would be a long day for him and City Attorney Norris-Weeks, with the negotiations going into the 4:30 PM time frame.

City Attorney Norris-Weeks stated that she will be working and that the scheduling of the Commission Priorities Workshop on June 23rd is fine with her.

City Manager Pate also stated that scheduling the Commission Priorities Workshop on June 23rd is fine with him.

Vice Mayor Williams asked City Manager Pate what time he was proposing for the Commission Priorities Workshop on June 23rd.

City Manager Pate stated that he proposed that the Commission Priorities Workshop on June 23rd be scheduled at 5:30 PM.

Vice Mayor Williams confirmed that City Clerk Flores should schedule the Commission Priorities Workshop on Wednesday, June 23rd at 5:30 PM.

City Clerk Flores reminded the Commission that June 23rd is the same date as their Regular Commission Meeting, and thus they would have an hour and a half for the Commission Priorities Workshop.

Vice Mayor Williams confirmed it was okay for City Clerk Flores to schedule the Commission Priorities Workshop on Wednesday, June 23rd at 5:30 PM, despite it being one hour and a half prior to the Regular Commission Meeting.

City Clerk Flores also stated that City Manager Pate proposed scheduling a second workshop to discuss Union Contracts on July 7th at 5:30 PM.

Commissioner Taylor asked to confirm when the Union Contracts Workshop is being proposed to be scheduled.

City Clerk Flores confirmed that the Union Contracts Workshop is being proposed to be scheduled on July 7th at 5:30 PM.

Vice Mayor Williams confirmed that the Union Contracts Workshop could be scheduled on July 7th at 5:30 PM.

City Clerk Flores asked the Commission if she could post both the Commission Priorities Workshop on June 23rd at 5:30 PM and the Union Contracts Workshop on July 7th at 5:30 PM.

Vice Mayor Williams confirmed that City Clerk Flores could schedule and post both the Commission Priorities Workshop on June 23rd at 5:30 PM and the Union Contracts Workshop on July 7th at 5:30 PM.

21. OFFICIAL BOARD APPOINTMENTS:

It was moved by Commissioner Davis, seconded by Commissioner Taylor to appoint Nakisha Williams to the Historic Environmental Preservation Board.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

It was moved by Commissioner Taylor, seconded by Commissioner Davis to appoint Floralba Wright to the Housing Authority & Nuisance Abatement Board.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Commissioner Burke	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

City Clerk Flores informed the Commission that former Commissioner Dorothy Johnson had initially applied to serve on the Planning & Zoning Appeals Board, but there is one vacancy on the board and it's only for an individual with a professional background, with all the slots for residents being filled. The Clerk said that Ms. Johnson is interested in serving on the Community Relations, Recreations & Activities Board, which has one at-large appointment available.

It was moved by Commissioner Taylor, seconded by Commissioner Davis to appoint Dorothy Johnson to the Planning & Zoning Appeals Board.

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

Commissioner Taylor	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Not Present

22. ADJOURNMENT:

There being no further business to come before the City Commission, Vice Mayor Williams adjourned the meeting at 9:42 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING

June 15, 2021
6:30 P.M.

1. CALL TO ORDER:

Mayor Matthew A. Pigatt called the meeting to order at 6:40 p.m. on Tuesday, June 15, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Chris Davis, Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Commissioner John H. Taylor Jr. arrived at 6:41 PM. Also in attendance were: Assistant City Manager George Ellis, Assistant City Attorney Candice Cobbs and Deputy Clerk Christopher Wills. Commissioner Alvin E. Burke was not in attendance.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda item only)

Mayor Pigatt opened the floor for public input on the agenda.

Dottie Johnson of 13724 NW 22nd Place, Opa-locka, FL stated that she is very grateful and appreciative of the legislation that is coming forward for the City Manager’s appraisal. Ms. Johnson pointed out that there were about forty-five indicators being proposed, and she inquired as a former certified trained senior human resource manager, about whether that could be reasonably accomplished. She thanked the sponsor of the item and the leadership team that drafted it. Expressing her understanding that all the elements will be an annual appraisal for one individual, Ms. Johnson asserted that if the Manager looks good, her professional opinion is that the Commission looks great to the community. She concluded by thanking the Commission for the opportunity.

Florida State Representative James Bush thanked the members of the Commission for giving him the opportunity to briefly address them. Representative Bush reported that he would be coming next week to formally present the official check for the appropriation awarded to the City of Opa-locka that was signed by the Governor for a new police station as well as upgraded security for parks throughout the City. He expressed his support for City Manager John Pate and stated that his position is supported by his personal observation, his working relationship with Mr. Pate and correspondence from the Office of the Chief Inspector General of the State of Florida which operates out of the Office of the Governor. The Representative shared that from the first time he met the Manager when he was working in Florida's 109th House District, he has been able to do a lot of things together. He offered the example of his effort to seek funding for the City in the last legislative session and stated that it was Mr. Pate and the City Manager's Office that supplied him in a timely manner with all the necessary documents for him to be in a posture to get the necessary funding for the City. As a result, the Representative said that he will be presenting a check in the amount of one \$1,125,000 for the new police station and a second check in the amount of \$100,000 for security upgrades for all the City's parks. He informed the Commission that he has been keeping in contact with the Chief Inspector General to know how the City is moving along, asking him to send him an update on where the City is. Assuring the Commission that he would not read the whole letter, Representative Bush told the Commission he had an email from the Inspector General that he wanted to extrapolate several points from.

Mayor Pigatt stated that unfortunately because there is a CRA meeting that starts at 7:00 PM, the Commission must move the agenda along. The Mayor also pointed out that the Commission is not meeting regarding the City Manager's performance but is to discuss the tool that will be used to evaluate the Manager. He explained that public input must specifically address the resolution.

Florida State Representative James Bush stated that he understands the resolution but asked for Mayor Pigatt's indulgence to allow him thirty seconds to get on the record, at least one or two things in the letter from the Office of the Chief Inspector General. If not, the Representative said that he would like to make the letter available to whoever would pass it out to the members of the Commission.

Mayor Pigatt said that the Clerk will get the letter being provided by Florida State Representative James Bush from the Office of the Chief Inspector General, to pass it out to the members of the Commission. The Mayor thanked the Representative for respecting the Commission's time.

Florida State Representative James Bush thanked Mayor Pigatt and the Commissioners for the opportunity and reminded them that he will be back next week to present the checks for the State's appropriations to them.

There being no additional members of the public to speak, Mayor Pigatt closed public input.

Assistant City Attorney Candice Cobbs recognized that Commissioner Taylor had joined the meeting.

6. RESOLUTION:

(a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE CITY MANAGER EVALUATION TOOL IN THE FORM ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Williams*

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

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to discuss the resolution.

Mayor Pigatt asked Vice Mayor Williams to introduce item 6-A.

Vice Mayor Williams thanked everyone for joining the Commission meeting, clarifying that the purpose of the meeting is to discuss the tool that will be used to evaluate the City Manager. The Vice Mayor added that she wants to make sure that everyone understands her motive which is only to evaluate the Manager and to make sure that the Commission has an effective tool to handle that process properly. She also expressed that for the City to move forward, it must have a top-down approach. In the Vice Mayor's opinion, for there to be accountability that those on the dais speak about during public meetings, she stated that the Commission must ensure that all the City's employees are evaluated. To ensure what she was saying was understood, the Vice Mayor acknowledged that the Commission doesn't have the jurisdiction to evaluate employees but asserted that if they do not make it a priority to ensure that evaluations happen all over, then there's no reason to have a conversation about accountability. Reminding the Commission that the item was agreed upon by City Manager Pate to make sure that they have an effective tool to evaluate him, she stressed that the conversation is just to make sure that the Commission understands the process. Commenting on Ms. Dottie Johnson's statement about the number of standards that are being proposed in the Manager's evaluation tool, the Vice Mayor said she believes that if only one or two items were created under each standard, it wouldn't give the Commission a lot of room to have a good conversation as they make changes to the tool. Expressing hope that the Commission read through the evaluation tool for the Manager that she is presenting, she also expressed her belief that the number of items being proposed to be included in the evaluation tool will lead to the Commission being objective and not subjective, and she suggested that a smaller number of items would cause them to be broader. Once again reminding the Commission that her motive is only to create a tool so that the Commission can effectively evaluate the City Manager, the Vice Mayor offered to answer any questions.

Commissioner Taylor stated that he is glad that Vice Mayor Williams stated her intent and motives because he was questioning the rush on the item. The Commissioner said that he thought the Commission had agreed to table the item until the workshop they are having next week, so that they can collectively decide what is going to go on the City Manager's evaluation. Reminding the Commission that evaluations are for coaching, he expressed that the rushing seems to have a negative motive behind it and is his issue with the whole thing. Pointing out that City Manager Pate is on vacation, City Clerk Flores is also on vacation, he once again said that he doesn't understand why a special meeting was called to discuss an item that would have been discussed at a workshop next week when all five of the Commission members would put their ideas on the table. Acknowledging that the Manager should be evaluated, he stressed that he doesn't understand the rush and added that it just doesn't seem right to him. Commissioner Taylor asserted that he just does not want to be a part of negative retaliation, stating that he believed the discussion about the Manager's evaluation tool could have waited because he recalled that the Commission agreed to work together.

Commissioner Davis stated that he shares some of the same sentiments his colleagues expressed, including Commissioner Taylor. The Commissioner said that he thinks all the Commissioners agree that they need to have a formal comprehensive evaluation process for the City Manager. He also said that he agrees with Vice Mayor Williams that the current evaluation mechanism that is in place needs to be improved. Recalling that the last time the Commission met, there was a consensus that the board would look at the various proposals that were presented and come up with something comprehensive, the Commissioner pointed out that the workshop scheduled for next week was supposed to do just that. He expressed concern that consensus wasn't garnered from everyone on the Commission, despite being presented with an item that is ready to be voted on. Assuring the Commission that he doesn't have a problem with the item, he stated that he would like to see the opportunity for the rest of his colleagues to provide input. The Commissioner also asked for clarity on what the evaluation period would be if the evaluation tool was passed as it is, wondering if the period would go back to evaluate the Manager's past performance or if it would be utilized going forward.

Mayor Pigatt stated that he shares his colleague's sentiments. The Mayor thanked Vice Mayor Williams for presenting the item and for doing the research to bring it before the Commission. He reminded the Commission that they are on a time schedule that City Manager Pate brought before them as a resolution, extending the evaluation period of his contract for three months. Pointing out that they are already a month into that time period, the Mayor recalled that when the Manager brought that before the Commission, the Vice Mayor also expressed concerns about the evaluation tool at the same time. Noting that the Commission said they were going to discuss the evaluation tool, he also pointed out that they have all received packets that included thorough research comparing the evaluation tool with those used by other surrounding cities. Recalling that it has been brought before the Commission multiple times and that they had a workshop about it, the Mayor also reminded his colleagues that they need to have the evaluation tool so that they can

complete the Manager's evaluation within the time schedule. He also pointed out that the Commission had an evaluation tool in the past with different Commissioners names on it, but after reviewing the evaluation tool proposed by the Vice Mayor, he said that he sees nothing different from a standard evaluation protocol in it. Urging the Commission to have a conversation if there is something in particular that they want to see changed in the evaluation tool, the Mayor explained that it is a separate conversation from the workshop next week which is to discuss the Commission's priorities. The Mayor also reminded them that the Commission priorities workshop was scheduled to wrap up the conversation they had almost two months ago, and that they need to decide whether they are going to use the new or old tool for the evaluation of the Manager. He told his fellow Commission members that if they don't want to move on the item, that it is fine, but pointed out that based on agenda protocols, it would have to be brought up as a future agenda item, if it is going to be brought up in a regular Commission meeting. Based on that, the Mayor outlined June 23rd as the date it would be included as a future agenda item, to be included on the July 14th agenda, and he asked the Commission to realize that it would put them very near to the time frame that was set by the 3-month extension for the evaluation period and won't give them enough time to set meetings with the Manager, have the evaluation and discussion, as well as have the Manager complete a self-evaluation. The Mayor urged the Commission to consider that they just need an evaluation tool, so that they can begin to think through it and find out what they want to do to move forward.

Vice Mayor Williams asked to be recognized so she could shed some light. The Vice Mayor stated that she heard her colleague's sentiments including Commissioners Taylor and Davis. To make it clear, she stated that it is an item she brought to the Commission to make sure that City Manager Pate's evaluation was done. The Vice Mayor reported that she sat down with the Manager and had a conversation, during which he agreed to having the evaluation done. She expressed her feelings that the process should have continued with her and the Manager alone, and that it became convoluted when that did not happen. Requesting that the next time they continue down the same process, so that no one feels like anything nefarious is going on, she once again assured the Commission that her motive is only to evaluate the Manager. The Vice Mayor also offered assurances to Commissioner Taylor that the only reason she created the evaluation tool that she is proposing, is because time was running out within that ninety-day period that Mr. Pate had agreed to, acknowledging that Mayor Pigatt was correct in pointing out that thirty days of that period have already gone by. Pointing out that she did not call a special Commission meeting, nor would she have, but she did also remind her colleagues that this is the third time that this evaluation tool has been on the agenda or in their laps. When considering the opportunity for all the members of the Commission to create the evaluation tool, the Vice Mayor said she feels like she has done everything by providing evaluation tools from other cities and taking it one step further. She assured the Commission that she does not think that they should all just say "yes", suggesting that they can scratch out items if they think there are too many and encouraged them to edit and revise her proposed evaluation tool. Noting that the Commission was out of time for the night, she suggested that the Commission make those edits to the proposed evaluation tool next week but

stressed that they must get this done. The Vice Mayor expressed her frustration because it is something that the Commission talked about and she wants to get it done, hoping that everyone will support her when she says that she wants to do nothing more and nothing less.

Mayor Pigatt asked his colleagues if they wanted to defer the item or vote on it.

Commissioner Taylor asked the Commission to table and defer the item proposing the evaluation tool for the Manager, so that it won't look so bad. The Commissioner urged his colleagues to do it the right way, reminding them that they have protocols in place to consider future agenda items that are discussed as a team. He asserted that the way the item is now, he will not support it on principle.

Commissioner Davis stated that he is in favor of tabling the item proposing the evaluation tool for the Manager. The Commissioner said he doesn't have a problem with updating the evaluation tool, stating that he thinks it is antiquated like most of the documents the Commission uses. Recalling that the Commission was ready to evaluate the Manager at the end of the allotted period, he pointed out that one of his colleagues had a problem with the evaluation tool. The Commissioner said that in his opinion they have been amicable to extend the opportunity to look at what other cities are doing, to come up with an evaluation tool that can be presented before the board. He asserted that he thinks they should give time to their colleagues, including Commissioner Taylor, if they feel they need an additional week to look at it, vet the document and make any changes.

Mayor Pigatt stated that if the Commission is going to table the item proposing the evaluation tool for the City Manager, he would like them to set a date to discuss the item. The Mayor recalled that at the last meeting, City Clerk Flores talked about the challenges she's had in setting meetings, which has delayed the Commission priorities workshop and City Manager's evaluation. He urged the Commission to be decisive, asking them to check their schedules now. Reminding them that next week they have their Commission priorities at 5:30 PM and then the Commission meeting at 7 PM. The Mayor asked Commissioner Taylor to lead the discussion on what date works to move the item along.

Commissioner Taylor stated that he was under the impression that they were going to discuss the evaluation tool for the Manager at the Commission priorities workshop because it is what they had all decided. The Commissioner asked his colleagues to tell him if he was wrong, but he was under the impression that it was the initial plan until the special meeting popped up.

Mayor Pigatt explained that next week's workshop is about Commission priorities, which is a different discussion from the tool to evaluate the City Manager.

Commissioner Taylor pointed out that the Commission has had workshops to discuss more than one item before.

Mayor Pigatt stated that is good and asked if there was a date certain the Commission can set to discuss the tool to evaluate the City Manager.

Commissioner Taylor stated that he was suggesting discussing the tool to evaluate the City Manager, at the Commission priorities workshop.

Vice Mayor Williams stated she was getting a little confused and asked Mayor Pigatt if he was suggesting that a date be set for a special Commission meeting.

Mayor Pigatt confirmed he was suggesting that a date be set for a special Commission meeting.

Vice Mayor Williams asked if the discussion of the tool to evaluate the City Manager can be placed on the Commission's agenda.

Mayor Pigatt pointed out that the earliest the discussion of the tool to evaluate the City Manager can come up on the regular Commission meeting agenda will be July 14th.

Vice Mayor Williams asked Commissioner Taylor if the reason he wanted to table the item proposing the tool to evaluate the City Manager, was so that the Commission can discuss it.

Commissioner Taylor confirmed that he wanted to table the item proposing the tool to evaluate the City Manager, so that the Commission can discuss it.

Vice Mayor Williams pointed out that the Commission would have to decide on the tool to evaluate the City Manager next Wednesday and literally turn around to have a meeting so that they can vote on it.

Mayor Pigatt confirmed that is the correct protocol.

Vice Mayor Williams stated that she is okay with the Commission having the conversation about the tool to evaluate the City Manager during the priorities workshop, pointing out that it is initially where it was supposed to take place. The Vice Mayor recalled that at the very first priorities workshop, the remainder of the priorities were placed on the lap of the City Manager's Office. She asked Assistant City Manager George Ellis to confirm that there is not anything the Commission needs to discuss next week beyond the presentations from the City Manager's Office.

Assistant City Manager George Ellis confirmed that the City Manager's Office would be making their presentation to the Commission at the priorities workshop.

Vice Mayor Williams stated that she thinks the Commission should be able to have time to really flush through the tool for the evaluation of the City Manager and then hopefully they can quickly turn around and meet on it. The Vice Mayor asked Commissioners Taylor and Davis if they were okay with that.

Commissioners Taylor and Davis confirmed they were okay with discussing the tool for the evaluation of the City Manager at the priorities workshop and then meeting to vote on it.

Mayor Pigatt pointed out that the rules require the Commission to defer to a date certain, the item proposing the tool to evaluate the City Manager.

Commissioner Davis asked if the item proposing the tool to evaluate the City Manager can be deferred to the next regular Commission meeting and can be discussed at the priorities workshop.

Mayor Pigatt asked Assistant City Attorney Candice Cobbs if the Commission can defer a special Commission meeting resolution to a regular Commission meeting.

Assistant City Attorney Candice Cobbs confirmed that the Commission should be able to defer a special commission meeting resolution to a regular Commission meeting, because it's already been noticed.

Mayor Pigatt asked Vice Mayor Williams if she wanted to make a motion to defer her item proposing a tool to evaluate the City Manager.

Vice Mayor Williams confirmed she wanted to make a motion to defer her item proposing a tool to evaluate the City Manager.

Mayor Pigatt confirmed that the item sponsored by Vice Mayor Williams, proposing a tool to evaluate the City Manager, was moved for deferment to the next regularly scheduled Commission meeting on June 23rd.

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to defer until the next regularly scheduled Commission meeting on June 23rd, the item sponsored by Vice Mayor Williams, proposing a tool to evaluate the City Manager.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Not Present
Mayor Pigatt	Yes

7. ADJOURNMENT:

There being no further business to come before the City Commission, Mayor Pigatt adjourned the meeting at 7:11 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ESTABLISHING A CITY SPECIAL EVENTS LIST FOR THE 2021-2022 FISCAL YEAR AND A BUDGET; ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to hold special events each year that are designed to enhance the quality of life for residents and visitors and foster cooperative leadership within the business community and the City; and

WHEREAS, pursuant to Resolution 21-9859, the City Commission of the City ("City Commission") established a Special Events Policy and Procedures; and

WHEREAS, the City Commission now seeks to establish a Special Events List for the 2021-2022 Fiscal Year and budget, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds it is in the best interest of the City and its residents to adopt the 2021-2022 Special Events List.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution.

Section 2. Establishment of a Special Events List for 2021- 2022 Fiscal Year and Budget. The City Commission of the City of Opa-Locka hereby approves the Annual City Special Events List and Budget for the 2021-2022 Fiscal Year, as set forth in 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, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date. This Resolution shall take effect upon the adoption by the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Delven Patterson		Department Director Signature:			
City Manager:	John E. Pate		CM Signature:			
Commission Meeting Date:	July 14, 2021	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading	2nd Reading
	X					
			Public Hearing: (Enter X in box)	Yes	No	Yes
Funding Source: Account#:	(Enter Fund & Dept) Ex: 72-572403		Advertising Requirement: (Enter X in box) N/A		Yes	No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X					
Sponsor Name	City Manager		Department:		City Manager	

Short Title:

Annual Special Events

Staff Summary:

This item is to set the annual Special Events list for the FY 22 budget year. The intent is for the City Commission to review the list of special events provided by staff and provide input. The final list of events will be formatted into a Special Events Calendar after City Commission approval. Events can be added to Special Events calendar at the Commission's discretion. Additionally, the recently adopted Special Events policy provides for the establishment of equal budget allocations for each member of the Commission to conduct Special Events of specific interest to that member.

Financial Impact - The cost of the schedule of the Special Events established by the City Commission and the amount to be allocated to each member of the Commission for individual Special Events will be incorporated into the proposed FY 22 City Budget.

Proposed Action:

Staff recommends the City Commission establish the list of Special Events, and the cost of each, to be conducted by the City in FY 22 and also establish the budget to be allocated to each member of the Commission to conduct Special Events of specific interest to that Commission member.

Attachment:

1. List of recommended Special Events, including cost of each.
2. Description of each Special Event.

72		<u>Parks & Recreation</u>	FY 22
ACCT	ACCT #	Account Title	Original Budget
572403	403	<u>Special Events</u>	
		Easter Event	1,500
		MLK Walk	
		Track Invitational Meet	2,200
		Christmas Toys	3,500
		Halloween	2,500
		Back To School	2,500
		Christmas Tree Lighting	
		Black History Month	2,000
		Community Chess Tournament	
		Other	7,000
		Total	21,200
		<u>Special Events to Be Added</u>	
		<u>Commission Allocated Amount</u>	



Description of Special Events:

Easter Event

- Easter basket giveaway
- Easter egg hunt
- Music, Games, Face Painting
- Arts N Crafts

MLK Walk

- Walk through the community with residents, employees, and Elected Officials

Track Invitational Meet

- Track program annual invitation (Special Event for Track Program)

Christmas Toys

- Annual Christmas Toy giveaway

Halloween Fun Night

- Music
- Games
- Candy bags

Back to School

- Annual Bookbag and school supply giveaway

Christmas Tree Lighting

- Annual Lighting of Christmas Tree

Black History Month

- Black history breakfast
- Supplies for Kids for Black history show

Community Chess Tournament

- Annual Chess tournament

Other

- Supplies needed for events (costumes, decorations, food, entertainment etc.,)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON PASCO COUNTY, FLORIDA'S CONTRACT WITH VORTEX INFRASTRUCTURE SERVICES, LLC. FOR QUALIFIED PROFESSIONAL SERVICES FOR MANHOLE REHABILITATION OF WASTEWATER COLLECTION BASINS 4, 5, 7, & 8, IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") seeks to address previous failure findings of the Miami-Dade County Division of Environmental Resources Management (DERM) by performing manhole repairs for Waste Collection Basins 4, 5, 7 and 8, within the City, as well as conducting a Sanitary Sewer Evaluation Survey (SSES) Phase III Project at these collection basins. The manhole restoration is a requirement for the removal of the DERM Moratorium; and

WHEREAS, Pasco County considered the bid submitted by Vortex Infrastructure Services, LLC. ("Contractor") in response to its Invitation to Bid Solicitation No. IFB-DS-21-016; and

WHEREAS, on January 26, 2021, Pasco County subsequently entered into a three-year contract with Contractor, attached hereto as Exhibit "A", for manhole and pump station lining, joint testing and grouting services; and

WHEREAS, Staff also recommends the establishment of a Twenty-Five Thousand, Nine Hundred, Eleven Dollars and Ten Cents (\$25,911.10) contingency to address unforeseen situations requiring change orders which may arise; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on Pasco County's Contract with Vortex Infrastructure Services, LLC. in order to benefit from already negotiated rates and enter into an agreement with Contractor to conduct manhole rehabilitation at Waste Collection Basins 4, 5, 7 and 8 in an amount not to exceed One Hundred Ninety-Four Thousand, Eighty-Eight Dollars and Ninety Cents (\$194,088.90), with an additional Twenty-Five Thousand, Nine Hundred Eleven Dollars and Ten Cents (\$25,911.10) contingency to address unforeseen situations requiring change orders which may arise.

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 Pasco County's Contract with Vortex Infrastructure Services, LLC. and enter into an agreement to conduct manhole rehabilitation at Waste Collection Basins 4, 5, 7 and 8, in an amount not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00).

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, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 14th day of July 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



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

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	07/14/2021		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	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 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)			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Manhole Rehabilitation for Basin 4, 5, 7, & 8

Staff Summary:

This request is to piggyback an existing contract, between Vortex Services and Pasco County, for qualified professional services for manhole rehabilitation for Wastewater Collection Basins 4, 5, 7, & 8.

These manhole repairs will address the failure findings by DERM while conducting the Sanitary Sewer Evaluation Survey (SSES) Phase III Project at these collection basins and is a requirement for the removal of the DERM Moratorium

Financial Impact

Although the contract to be awarded to Vortex Services is for \$194,088.90, staff recommends that \$220,000 be approved for this project to provide a small contingency in the event small change orders become necessary, eliminating the need for creating additional purchase orders. If there were to be a change order of \$25,000 or more, staff would bring it to the City Commission for subsequent approval in accordance with the City's procurement code. This project is funded by Budget Amendment #3, approved by the City Commission on June 9, 2021.

Account	Description	Available	Project	Remaining Balance
75-TBD	Manhole Relining	\$220,000	\$220,000	—

Proposed Action:

Staff recommends the City Commission approve a contract with Vortex Services for \$194,088.90 for the rehabilitation of the manholes in Wastewater Collection Basins 4, 5, 7 & 8 and the further approval of establishing a contingency of \$25,911.10 to fund small change orders to this project which may arise.

Attachment:

1. Agenda
2. Proposal provided by Vortex Services.
3. Contract Agreement between the City and Vortex Services
4. Contract between Pasco County & vortex
5. Contract Pricing w. Pasco County



To:	City Of Opa Locka	Contact:	Airia Austin
Address:	12950 Lejeune (N.W. 42nd Ave) Opa-locka, FL 33054	Phone:	786-264-5348
		Email:	aaustin@opalockafl.gov
Project Name:	FL - Opa-Locka - MH Rehab Basins (4-5-7-8) - By PH - R1	Bid Number:	206220 - R1
Project Location:	Basin 4,5,7,8, Opa-Locka, FL	Bid Date:	4/5/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1 - Base Bid					
001 - 1	Mobilization/ Demobilization (*To Be Billed As Needed)	1.00	EACH	\$5,000.00	\$5,000.00
002 - 6	Chemical Grouting Of Structures (*To Be Billed As Needed)	1.00	GAL	\$15.00	\$15.00
004 - 7 - MH 2-1	Remove And Install New Manhole Frame And Cover (*Frame & Cover To Be Provided By The City)	1.00	EACH	\$1,100.00	\$1,100.00
Total Price for above 1 - Base Bid Items:					\$6,115.00
2 - Basin 4					
003 - 3 - BASIN 4	Geopolymer Only Manholes (MH)	361.13	VF	\$135.00	\$48,752.55
005 - 5 - BASIN 4	Rebuild Existing Manhole Bench And Channel	59.00	EACH	\$650.00	\$38,350.00
006 - 7 - BASIN 4	Remove And Install New Manhole Frame And Cover (*Frame & Cover To Be Provided By The City)	4.00	EACH	\$1,100.00	\$4,400.00
007 - 12 - BASIN 4	Maintenance Of Traffic (City, County Or State Roads) (*To Be Billed As Needed)	1.00	DY	\$2,400.00	\$2,400.00
Total Price for above 2 - Basin 4 Items:					\$93,902.55
3 - Basin 5					
008 - 3 - BASIN 5	Geopolymer Only Manholes (MH)	56.98	VF	\$135.00	\$7,692.30
009 - 7 - BASIN 5	Rebuild Existing Manhole Bench And Channel	8.00	EACH	\$650.00	\$5,200.00
010 - 12 - BASIN 5	Maintenance Of Traffic (City, County Or State Roads) (*To Be Billed As Needed)	1.00	DY	\$2,400.00	\$2,400.00
Total Price for above 3 - Basin 5 Items:					\$15,292.30
4 - Basin 7					
011 - 3 - BASIN 7	Geopolymer Only Manholes (MH)	56.48	VF	\$135.00	\$7,624.80
012 - 7 - BASIN 7	Rebuild Existing Manhole Bench And Channel	9.00	EACH	\$650.00	\$5,850.00
013 - 12 - BASIN 7	Maintenance Of Traffic (City, County Or State Roads) (*To Be Billed As Needed)	4.00	DY	\$2,400.00	\$9,600.00
Total Price for above 4 - Basin 7 Items:					\$23,074.80
5 - Basin 8					
014 - 3 - BASIN 8	Geopolymer Only Manholes (MH)	258.55	VF	\$135.00	\$34,904.25
015 - 7 - BASIN 8	Rebuild Existing Manhole Bench And Channel	32.00	EACH	\$650.00	\$20,800.00
Total Price for above 5 - Basin 8 Items:					\$55,704.25

Total Bid Price: \$194,088.90

Notes:

- As we were not provided with the depths related to manhole numbers 4-20, 11C-8, 11C-9, 8-18 to 8-22, 8-24, 8-35, 8-36 and 8-42, the current proposal does not include pricing for the said manholes. Once the depths are determined we can included/work on these manholes based on the established unit pricing.
- Our manhole rehab is figured utilizing flow through plugs. Any dewatering and or bypass pumping will be provided by Owner / Contractor (if necessary). Please note, in order to install our plugs and divert the flow on force mains we assume the incoming lines are protruding at least 3" into the manhole which will allow us to attach Fernco type coupling systems. If additional bypass, dewatering, or flow control is needed it will be provided by Others.
- Proposal includes providing traffic control measure for manhole numbers: 4-52, all 8 manholes on Basin -5, 7-4 to 7-8. Any additional maintenance of traffic (MOT) needed will be provided by the Owner for Non-DOT roads or charged separately based on established unit pricing for DOT roads.
- Owner will provide a portable hydrant meter for our use.
- Owner will provide manholes free from any sanitary waste.
- Owner will provide access to each and every manhole and or structure. This may include but not limited locating, exposing, and raising buried MH's prior to our crew mobilizing.
- If necessary, Owner will provide Permits & Fees. Vortex will provide our standard insurance coverage. OCP or railroad insurance & or longshoreman insurance is not included.
- Mechanical Cleaning / removal of existing liner not included in bid proposal.
- If bond is needed please add 1.5%.
- Our Bid Proposal is valid for 60 days from the bid date.
- This is a unit priced contract and the actual billing will be based on installed quantities. If the installed quantities vary greater than 10% of the bid quantities, Vortex reserves the right to adjust our unit price accordingly.
- For manhole Ring & Cover replacements, Owner will provide Vortex with manhole Ring & Cover material.
- Please note if the Owner releases all the work in one Work Order then only one mobilization will be charged. If not, then each additional mobilization will be charged separately.

AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called "Owner") and **Vortex Services LLC** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **MANHOLE & PUMP STATION LINING, JOINT TESTING AND GROUTING SERVICES**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **MANHOLE & PUMP STATION LINING, JOINT TESTING AND GROUTING SERVICES** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

It is the intent of this solicitation to contract with a vendor to furnish all labor, materials, equipment and incidentals required for complete installation and ready for operation valves and appurtenances, underground and aboveground, per the specifications.

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 This Agreement will be in full force and effect starting **upon BCC Approval** and continue through for three years, under the same terms and conditions as approved by the BCC subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County and if funds are available.
- 3.2 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.3 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars

and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work designated on each individual Work Order in current funds and in accordance with the Contract Documents.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and said termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.
- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.

- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Specifications.
- 8.8 Contract Forms.
- 8.9 Exhibits.
- 8.10 Addenda numbers 1 to 1 inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages 55 to 62 inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or part by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or

any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
- 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Michael J. Carballa, P.E., B.C.E.E.
Assistant County Administrator, Public Infrastructure

If to the Contractor: Vortex Services, LLC

5910 Hartford Street

Tampa, FL 33619

Attention: Ben Roese

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the ____ day of _____, 20__.

CONTRACTOR

WITNESS:

Cathy G.

Date: 1/8/2021

(Firm Name)

By:

Benjamin Roese
Name

(SEAL)



Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

OWNER,
BOARD OF COUNTY COMMISSIONERS

By:

Ronald E. Oakley
CHAIRMAN

APPROVED
IN SESSION

JAN 26 2021

Date: PASCO COUNTY
BCC

NOTARY ACKNOWLEDGMENT

STATE OF South Carolina }
COUNTY OF Greenville } ss

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
[] online notarization on this 8th day of January, 2021, by [as applicable,
complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Benjamin Roesz, who executed the foregoing instrument as [Title] RVP
of [Corporation or Company Name] Vortex Services, LLC, a [check one] [] corporation ☒
limited liability company, organized under the laws of [State] Delaware, and who severally and duly
acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited
liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
, a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name], as attorney in fact.

Said person is personally known to me or has produced _____ as identification on
behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Catherine Corrigan
Signature of person taking acknowledgment

Catherine Corrigan
Name typed, printed or stamped

Notary
Title or rank

Serial number (if any)



BIDDER'S NAME: Vortex Services, LLC.

BID FORM FOR SCOPE A

Item	Description	Unit Price	Unit	Annual Estimated Quantity	Total Bid Price
1a	Removal of Existing Coating (Water Blast)	\$ 1.00	SF	250	\$ 250.00
1b	Removal of Existing Coating (Sand Blast)	\$ 5.00	SF	250	\$ 1,250.00
2a	Demolition of Existing Mechanically Fastened Liner	\$ 25.00	SF	250	\$ 6,250.00
2b	Demolition of Existing CIP, Sprayed or Applied Liner	\$ 0.01	VF	30,000	\$ 300.00
3	Geopolymer Only Pump Stations (PS)	\$ 25.00	SF	250	\$ 6,250.00
	Geopolymer Only Manholes (MH)	\$ 135.00	VF	30,000	\$ 4,050,000.00
4	½ - inch Supplemental Geopolymer Coating Pump Stations (PS)	\$ 5.00	SF	250	\$ 1,250.00
5	Rebuild Existing Manhole Bench and Channel	\$ 650.00	EA	1500	\$ 975,000.00
6	Chemical Grouting of Structures	\$ 15.00	GAL	3,000	\$ 45,000.00
7	Remove and Install New Manhole Frame and Cover	\$ 1,100.00	EA	100	\$ 110,000.00
8	Manhole/Pump Station Bypass Pumping (6" Quite Flow, 2600 GPM)	\$ 2,000.00	DAY	1	\$ 2,000.00
9	Manhole/Pump Station Bypass Pumping (8" Quite Flow, 4700 GPM)	\$ 2,500.00	DAY	1	\$ 2,500.00
10	Manhole/Pump Station Bypass Pumping (10" Quite Flow, 6750 GPM)	\$ 3,000.00	DAY	1	\$ 3,000.00
11	Maintenance of Traffic (Residential)	\$ 950.00	DAY	1	\$ 950.00
12	Maintenance of Traffic (City, County or State Roads)	\$ 2,400.00	DAY	1	\$ 2,400.00
13	Sod Restoration	\$ 35.00	SY	12	\$ 420.00
14	Concrete Restoration	\$ 300.00	CY	12	\$ 3,600.00
15	Asphalt Restoration	\$ 300.00	SY	12	\$ 3,600.00
TOTALS	SCOPE A				\$ 5,214,020.00

*Quantities listed are for Bid Evaluation purposes Only

BIDDER'S NAME: Vortex Services, LLC.

BID FORM FOR SCOPE B

Item	Description	Unit Price	Unit	Annual Estimated Quantity	Total Bid Price
1	Mobilization/ Demobilization	\$ 5,000.00	EA		\$ 5,000.00
2	Pre CCTV and Cleaning of Mains	\$ 3.50	LF	100,000	\$ 350,000.00
3	Testing of Pipe Joints				
3a	8-inch Main	\$ 25.00	EA	20	\$ 500.00
3b	10-inch Main	\$ 25.00	EA	15	\$ 375.00
3c	12-inch Main	\$ 25.00	EA	10	\$ 250.00
4	Packer Injection Grouting of Mainline Pipe Joints				
4a	8-inch Main	\$ 70.00	EA	20	\$ 1,400.00
4b	10-inch Main	\$ 75.00	EA	15	\$ 1,125.00
4c	12-inch Main	\$ 80.00	EA	10	\$ 800.00
5	Testing Lateral Connections				
5a	8-inch Main	\$ 129.00	EA	20	\$ 2,580.00
5b	10-inch Main	\$ 129.00	EA	15	\$ 1,935.00
5c	12-inch Main	\$ 250.00	EA	10	\$ 2,500.00
6	Packer Injection Grouting of Lateral Connections				
6a	8-inch Main	\$ 255.00	EA	20	\$ 5,100.00
6b	10-inch Main	\$ 255.00	EA	15	\$ 3,825.00
6c	12-inch Main	\$ 290.00	EA	10	\$ 2,900.00
7	Post Construction CCTV Inspection	\$ 0.50	LF	100,000	\$ 50,000.00
8	Chemical Grout	\$ 5.00	GAL	3,000	\$ 15,000.00
9	Service Lateral Brushing Mobilization	\$ 1,500.00	EA		\$ 1,500.00
10	Lateral Connection Brushing Services	\$ 1,250.00	EA		\$ 1,250.00
11	Ground Stabilization Chemical Grout				

11a	Dual Component Chemical Grout Installation	\$ 6.75	LB	100,000	\$ 675,000.00
11b	Casing Installation	\$ 12.00	LF	2,500	\$ 30,000.00
11c	Injection Port Installation	\$ 25.00	LF	2,500	\$ 62,500.00
11d	TV Monitoring Camera	\$ 195.00	HR	320	\$ 62,400.00
11e	Vac Truck	\$ 62,400.00	HR	320	72,000.00
TOTAL OF SCOPE B					\$ 1,347,940.00

Item No.	Annual Estimated Qty.	Unit	Description	Total
MISCELLANEOUS				
1	1	LS	Annual Materials Allowance for non-consumable materials and parts authorized in writing by the County to be incorporated into the work.	\$100,000
GRAND TOTAL FOR ALL ITEMS (Bid Form A + B + Allowance)				\$ 6,661,960.00

*Quantities listed are for Bid Evaluation purposes Only

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.



(Signature of Bidder—Ink)

Wesley Kingery - EVP

(Printed Name and Title)

Vortex Services, LLC.

(Business Name)

Receipt of Addendum No. 1 through No. 1 is acknowledged.

Business Name:

Vortex Services, LLC.

(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name):

Vortex Infrastructure Services, LLC.

Business Organization:

☐ Corporation:

☐ Partnership: ☐ General

☐ Limited

☒ Limited Liability Company (LLC):

State Registered In: Delaware

Year: 2006

☐ Sole Proprietorship:

Owner: _____

☐ Other: _____

Fed ID # 20-5007200

☐ Local Vendor Preference (Business Tax Receipt Required with Submittal)

Telephone: (813) 626-0700

Facsimile: (833) 247-7943

Email Address: (Vendor Point of Contact): ccorrigan@vortexcompanies.com

Address: 5910 Hartford Street Tampa, FL 33619

Date 11/23/ 2020

ATTACHMENT A

OFFEROR INFORMATION/CERTIFICATION FORM
(MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)

1. Legal Name of Offeror. Indicate if the Offeror is a Corporation, Joint Venture, Partnership, etc.:

Vortex Services, LLC. - Limited Liability Company

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Offeror: **Wesley Kingery - EVP**

3. Business and mailing address: **5910 Hartford Street Tampa, FL 33619**

(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): _____

5. Telephone number: **(813) 626-0700** Fax: **(833) 247-7943**

The above-named Offeror affirms and declares:

- A. That the Offeror understands all requirements of this request and states that as a serious Offeror they will comply with all the stipulations included in this request.
- B. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Offeror is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- F. That the Offeror has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- G. That by submitting a response, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida or Federal Government.
- H. That pursuant to Section 287.087, Florida Statutes, Offerors understand that they **may** but are not required to certify in their response (unless otherwise required in the solicitation) that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the offeror who has furnished such certification with their response.

- I. If claiming Local Vendor Preference, the Offeror certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A
_____ Local Business

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

- J. By signing this Certification, I represent that I have the authority to bind the Offeror for contract purposes and has attached verification of such authorization.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

OFFEROR:



Witness No. 1


Witness No. 2

BY:  (SEAL)
(Authorized Signature in Ink)

Wesley Kingery

(Printed name of Signatory)

EVP

(Printed Title of Signatory)

11/23/2020

(Signature Date)

CORPORATE SEAL
(where appropriate)

ATTACHMENT A

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION OR LIMITED LIABILITY CORPORATION)

STATE OF South Carolina }
COUNTY OF Greenville } ss

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
[] online notarization, this 23rd day of November, 2020 by Wesley Kingery,
of Vortex Services, LLC., a _____ corporation, on behalf of the
corporation or limited liability corporation. He / She is personally known to me or who has produced _____
as identification.

Catherine Corrigan
Signature of person taking acknowledgment

Catherine Corrigan
Name typed, printed or stamped

Notary Public
Title or rank

Serial number (if any)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____ }
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me by means of [] physical presence or
[] online notarization, this _____ day of _____, 20__ by _____,
Partner (or Agent) on behalf of _____, a partnership or as individual.

He / She is personally known to me or who has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

AUTHORIZED SIGNATURES

1. If the Bidder is an individual (sole proprietor):

Bid submitted on the ____ day of _____, 20__.

Signature: _____

Name and Title: _____

By: _____
(If other than named individual, attach Power of Attorney)

Doing Business As: _____

Business Address: _____

(City, State, Zip)

Phone No.: _____ Fax No.: _____

2. If the Bidder is a Partnership:

Bid submitted on the ____ day of _____, 20__.

By: _____
Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Business Address: _____

(City, State, Zip)

Phone No.: _____ Fax No.: _____

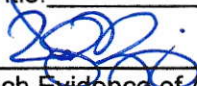
3. If Bidder is a Corporation:

Bid submitted on the 23rd day of November, 2020

By: Vortex Services, LLC.

(Legal Corporation Name)

Name and Title: Wesley Kingery - EVP

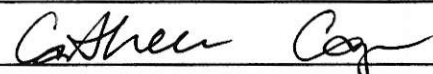
By: 

(Attach Evidence of Authority to Sign)

Name, Title and Signature of Official Attesting:

Name: Catherine Corrigan

Title: Project Coordinator

By: 

Business Address: 5910 Hartford Street

Tampa, FL 33619

City, State, Zip

Phone No.: (813) 626-0700 Fax No.: (833) 247-7943

State of Incorporation: Delaware

4. If Bidder is a Joint Venture:

Bid submitted on the ____ day of _____, 20__.

Each joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

NON-COLLUSION AFFIDAVIT

STATE OF South Carolina

COUNTY OF Greenville

Wesley Kingery ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is EVP of Vortex Services, LLC., (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify.
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract.

By:  (Corporate Seal)

Title: EVP

Subscribed and sworn before me this 23rd day of November, 2020, by Wesley Kingery, who is personally known to me or has produced _____ as identification.


Notary Public:

Catherine Corrigan

Print Name

My commission expires: 4/24/2029

BIDDER'S EXPERIENCE LIST

To enable the Owner to evaluate the Bidder's qualifications to perform the services, the Bidder shall list in the spaces below similar **MANHOLE & PUMP STATION LINING, JOINT TESTING AND GROUTING SERVICES** contract the Bidder has completed or has under active contract within the last five (5) years.

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS SERVICE	CONTACT NAME
Pasco County	19420 Central Boulevard Land O' Lakes, FL 34237	(727) 597-0094	4	Brad Surrency
City of Tallahassee	300 S. Adams St. Tallahassee, FL 32301	(850) 570-1279	6	Jon Yarbrough
City of Tamarac	7525 NW 88th Ave Tamarac, FL 33321	(954) 597-3750	7	Jerry Robinson
City of Melbourne	900 East Strawbridge Ave. Melbourne, FL 32901	(321) 608-7070	5	Mike Brink
City of Pinellas Park	6051 78th Avenue Pinellas Park, FL 33781	(727) 369-5621	6	Kyle Arrison
Sarasota County	1001 Sarasota Center Blvd. Sarasota, FL 34240	(914) 650-3728	6	Jason Brown
Manatee County	1112 Manatee Avenue W. Bradenton, FL 34205	(941) 749-3034	5	Ed Ference

DRUG FREE WORKPLACE

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

The undersigned vendor in accordance with Florid Statute 287.087 hereby certified that

Vortex Services, LLC.

Name of Business:

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance 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 subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of 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 of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

11/23/2020

Date

CERTIFICATION

(Vortex Services, LLC)

Date: February 1, 2020

TO WHOM IT MAY CONCERN:

I, the undersigned Secretary and General Counsel of Vortex Companies, LLC, a Delaware limited liability company, hereby certify as follows:

- That Vortex Services, LLC (formerly known as VacVision Environmental, LLC) is a wholly-owned subsidiary of Vortex Infrastructure Services, LLC, which is a wholly-owned subsidiary of Vortex Companies, LLC;
- That the following individuals are officers of **Vortex Services, LLC**, and are authorized signatories for Vortex Services, LLC, a Delaware limited liability company (the “**Company**”):

Michael Vellano	Chief Executive Officer
Nicholas Banchetti	Chief Operating Officer
Wesley Kingery	Executive Vice President – Services
Brent Keller	Vice President, Projects
Matthew Samford	Chief Financial Officer
Mikah Williams	Area Manager
Ben Roese	Vice President / General Manager (Southeast Region)
B.J. Kersteins	Vice President, Operations (Southeast Region)
Nicholas J. Patrick	Vice President & Product Manager

- That each of the foregoing officers is authorized to execute bid packages, contracts, subcontracts, purchase orders, change orders and all other contract documents on behalf of the Company and fully bind the Company.

This Certification may be relied upon by third parties to confirm the authority of officers to act on behalf of the Company.

VORTEX SERVICES, LLC

By: Vortex Infrastructure Services, LLC, its sole member

By: Vortex Companies, LLC, its sole member

By:

Quin Breland, Secretary and General Counsel



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

VORTEX INFRASTRUCTURE SERVICES, LLC

Cross Reference Name

VORTEX SERVICES, LLC

Filing Information

Document Number M19000001767

FEI/EIN Number 20-5007200

Date Filed 02/19/2019

State DE

Status ACTIVE

Principal Address

18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Mailing Address

18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 N CALHOUN ST, SUITE 4
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title CEO

VELLANO, MICHAEL
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title CFO

SAMFORD, MATTHEW
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title EVP

KINGERY, WESLEY
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Title COO

BANCHETTI, NICK
18150 IMPERIAL VALLEY DR
HOUSTON, TX 77060

Annual Reports

Report Year	Filed Date
2020	03/20/2020

Document Images

03/20/2020 – ANNUAL REPORT	View image in PDF format
02/19/2019 – Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KINGERY, WESLEY A

VORTEX INFRASTRUCTURE SERVICES, LLC
5910 HARTFORD ST
TAMPA FL 33619

LICENSE NUMBER: CUC1224939

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Vortex Services, LLC. - Manhole References List										Coatings Experience	
Project	Method	Product	State	Owner / Contractor	Description	Other Structure Square	Lift Station Square Footage	Manhole Vertical Footage	Manhole Square Footage	Number of Structures / Manholes	YEAR COMPLETED
Abbeville MH Rehab	Cementitious / Epoxy	Quadex	SC	Abbeville / IPR	Manhole Epoxy Rehab 125 mils Thickness	0	0	85.00	1,067.60	10	2015
East Pasco Maintenance Facility MH Rehab	GeoPolymer	Quadex GeoKrete	FL	Pasco County/Bandes Construction	Manhole Rehabilitation 1" Thickness	0	0	26.58	334.06	2	2019
Berea MH Rehab FY 16	Cementitious	Kerneos Sewper Coat	SC	Berea Public Service District	Manhole Rehabilitation 1" Thickness	0	0	109.00	1,370.00	19	2016
Berea MH Rehab	Cementitious	Kerneos Sewper Coat	SC	Berea Public Service District	Manhole Rehabilitation 1" Thickness	0	0	98.40	1,237.00	12	2015
Berea MH Rehab	Cementitious	Quadex QM1s	SC	Berea Public Service District	Manhole Rehabilitation 1" Thickness	0	0	68.80	864.56	9	2013
FY19/20 Manhole Rehabilitation Project	Cementitious	Quadex QM1s	SC	Berea Public Service District	Manhole Rehabilitation 1" Thickness	0	0	1,005.60	12,636.74	141	2020
Colonial Manor	Cementitious	Kerneos Sewper Coat	SC	Bonness, Inc	Manhole Rehabilitation 1" Thickness	0	0	159.00	1,998.00	25	2016
Winston Salem Ardmore Basin 11	Cementitious	Quadex	NC	Cajenn Construction/City of Winston Salem	Manhole Rehabilitation 1" Thickness	0	0	517.00	6,493.52	74	2014
Woodland Lakes MHP Structure Coating	GeoPolymer	Quadex GeoKrete	FL	City of Haines City, FL/Central Water & Electric Utility Services	Manhole Rehabilitation 1" Thickness	0	580	0.00	0.00	1	2019
Sun Orchard Juicery Epoxy Rehab	GeoPolymer	Quadex GeoKrete	FL	Central Water & Electric Utility Services	Manhole Rehabilitation 1" Thickness	0	264	0.00	0.00	0	2018
FY17 Sanitary Sewer Rehab	Cementitious	Quadex QM1s	NC	Charlotte Water/Atlantic Coast Contractors	Manhole Rehabilitation 1" Thickness	0	0	199.25	2,025.54	28	2019
Railroad Stormwater Lining & Repair	GeoPolymer	Quadex GeoKrete	SC	City of Aiken	Manhole Rehabilitation 1" Thickness				2,190.00		2020
Belmont 2015 Rehab	Cementitious	Kerneos Sewper Coat	NC	City of Belmont / Davis Grading	Manhole Rehabilitation 1" Thickness	0	0	105.00	1,319.00	15	2017
2017-004 Wastewater Collection System Rehabilitation - Group B Manhole Lining	Cementitious	Kerneos Sewper Coat	FL	City of Boca Raton	Manhole Rehabilitation 1" Thickness	0	0	3,090.84	38,840.64	397	In Progress
Butner Sanitary Sewer Manhole Rehabilitation	Cementitious	Quadex	NC	City of Butner / Cajenn Construction	Manhole Rehabilitation 1" Thickness	0	0	521.00	6,547.00	74	2013
Rebellion Road	Cementitious	Quadex	SC	City of Charleston	Catch Basin Rehabilitation 1"	0	0	132.00	1,658.76	33	2017
Countryside	Cementitious	Kerneos Sewper Coat	FL	City of Clearwater / Kamminga & Roodvoets	Manhole Rehabilitation 1/2" Thickness	0	0	210.00	2,638.94	30	2015
FY2020 Manhole Rehabilitation Program	GeoPolymer	Quadex GeoKrete	FL	City of Cocoa, FL	Manhole Rehabilitation 1" Thickness	0	0	1,113.75	13,998.79	167	In Progress
FY2020 Manhole Rehabilitation Program	Epoxy	Quadex Structure Guard	FL	City of Cocoa, FL	Manhole Rehabilitation 1" Thickness	0	0	167.42	2,088.11	29	In Progress
FY2019 Manhole Rehabilitation Program	GeoPolymer	Quadex GeoKrete	FL	City of Cocoa, FL	Manhole Rehabilitation 1" Thickness	0	0	318.17	4,737.75	62	2019
FY2019 Manhole Rehabilitation Program	Epoxy	Quadex Structure Guard	FL	City of Cocoa, FL	Manhole Rehabilitation 1" Thickness	0	0	100.85	1,526.00	22	2019
City of Cocoa - Piggyback	Epoxy	Quadex Structure Guard	FL	City of Cocoa, FL	Lift Station Rehab 125 mils Epoxy thickness	0	3,014	0.00	0.00	10	2013
New Heights Church	Cementitious	Kerneos Sewper Coat	SC	City of Columbia / IPR	Manhole Rehabilitation 1" Thickness	0	0	14.00	176.00	2	2015
Saluda Basin 6	Cementitious	Quadex	SC	City of Columbia / IPR	Manhole Rehabilitation 1" Thickness	0	0	1,205.00	15,142.48	172	2015
Commerce	Cementitious / Epoxy	Quadex	SC	City of Columbia / IPR	Manhole Rehabilitation 1/2" Cementitious & 125 mils Epoxy Thickness	0	0	322.00	4,046.37	27	2015
Geopolymer Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	TX	City of Conroe, TX	Manhole Rehabilitation 1" Thickness	0	0	146.50	1,840.97	11	2019
Manhole Rehab	GeoPolymer	Quadex GeoKrete	FL	City of Cooper City	Manhole Rehabilitation 1" Thickness	0	0	8.00	100.53	1	In Progress
Bethune Point WW Plant	Epoxy	Quadex Structure Guard	FL	City of Daytona Beach	Manhole Rehab 125 mils Epoxy thickness	0	0	15.00	235.50	1	2013
Deerfield Beach Manhole Rehabilitation	Cementitious	Quadex	FL	City of Deerfield Beach	Manhole Rehabilitation 1" Thickness	0	251	70.00	879.20	11	2012
City of Green Cove Springs - Piggyback	Cementitious	Quadex QM1s	FL	City of Green Cove Springs	Manhole Rehabilitation 1/2" Thickness	0	0	70.00	880.00	9	2013
Manhole Rehabilitation FY2014	Cementitious	Quadex	SC	City of Greenville / Cajenn Construction	Manhole Rehabilitation 1" Thickness	0	0	2,026.00	25,446.56	270	2014
MH Rehab Basins 7, 9 & 15	Cementitious	Quadex Aluminalliner	SC	City of Greenville, SC	Manhole Rehabilitation 1" Thickness	0	0	456.00	5,730.27	91	2016
Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	TX	City of Huntsville, TX	Manhole Rehabilitation 1" Thickness	0	0	125.00	1,571.00	14	In Progress
Lakes Wales MH Rehab 2019	GeoPolymer	Quadex GeoKrete	FL	City of Lake Wales	Manhole Rehabilitation 1" Thickness	0	0	196.25	2,466.15	49	2019
FY18 Sanitary Sewer Rehabilitation	GeoPolymer	Quadex GeoKrete	FL	City of Lake Wales	Manhole Rehabilitation 1" Thickness	0	0	159.25	2,709.10	33	2018
FY15 Manhole Rehabilitation	Cementitious	Kerneos Sewper Coat	FL	City of Lake Wales/Lanzo Lining	Manhole Rehabilitation 1" Thickness	0	0	542.00	6,811.54	100	2015
FY13 Manhole Rehabilitation	Cementitious	Quadex	FL	City of LakeWales	Manhole Rehabilitation 1" Thickness	0	0	150.00	1,884.96	22	2013
Midway	Cementitious	Kerneos Sewper Coat	SC	City of Lancaster	Manhole Rehabilitation 1" Thickness	0	0	155.00	1,948.00	19	2017
FY2018 Annual Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	FL	City of Leesburg / Piggyback	Manhole Rehabilitation 1" Thickness	0	0	339.42	4,265.24	53	2018
City of Lexington, SC	Cementitious / Epoxy	Quadex	SC	City of Lexington / LAD Corp	Manhole Rehabilitation 1/2" Cementitious & 125 mils Epoxy Thickness	0	0	80.00	1,005.00	10	2014
Sewer Manhole and Lift Station Lining Services	Cementitious	Kerneos SewperCoat	FL	City of Melbourne	Manhole Rehabilitation 1" Thickness	0	0	1,357.25	17,023.77	185	2019
Sanitary Sewer Annual Contract	Epoxy	Quadex Structure Guard	FL	City of Melbourne	Lift Station Epoxy Rehab 125 mils Thickness	1,595	4,084	17,584.00	220,967.00	2,411	2016

Vortex Services, LLC. - Manhole References List										Coatings Experience	
Project	Method	Product	State	Owner / Contractor	Description	Other Structure Square	Lift Station Square Footage	Manhole Vertical Footage	Manhole Square Footage	Number of Structures / Manholes	YEAR COMPLETED
Hurricane Creek MH Rehab	GeoPolymer	Quadex GeoKrete	TN	City of Memphis/Insituform	Manhole Rehabilitation 1" Thickness	0	0	51.00	1,008.45	3	2019
Group 4 Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	TN	City of Memphis/Insituform	Manhole Rehabilitation 1" Thickness	0	0	2,226.20	27,975.25	246	2019
Group 1 Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	TN	City of Memphis/Insituform	Manhole Rehabilitation 1" Thickness	0	0	16,521.10	207,610.27	182	2019
2017 Manhole Rehabilitation Project	Cementitious	Quadex QM1s	NC	City of Monroe, NC	Manhole Rehabilitation 1" Thickness	0	0	571.00	7,175.00	82	2017
City of Monticello LS Rehab	Epoxy	Epoxytec	FL	City of Monticello / Insituform Technologies	Manhole Rehab 250 mils Epoxy Thickness	0	2,829	0	0	7	2010
Sanitary CIPP Add On	Cementitious	QM1S	NC	City of Mount Holly	Manhole Rehabilitation 1" Thickness	0	0	81.00	1,018.00	15	2019
Gravity Sewer Rehab & Manhole Lining Systems 10 & 11	Calcium Aluminate	Quadex Aluminaliner	FL	City of New Smyrna Beach/LMR Construction	Manhole Rehabilitation 1/2" Thickness	0	0	336.92	4,233.82	46	2020
	Cementitious	Quadex	FL	City of North Miami	Manhole Rehabilitation 1" Thickness	0	0	2,651.69	33,322.00	408	2013
City of North Miami - Cone of Influence Basin Rehab	Cementitious / Epoxy	Epoxytec	FL	City of North Miami	Manhole Rehab 1/2" Cement & 125mils epoxy thickness	0	0	55.00	690.80	8	2012
City of North Miami - FY 12	Cementitious / Epoxy	Epoxytec	FL	City of North Miami	Manhole Rehab 1/2" Cement & 125mils epoxy thickness	0	0	54	676	6	2011
City of North Miami - FY 11	Cementitious / Epoxy	Epoxytec	FL	City of North Miami	Manhole Rehab 1/2" Cement & 125mils epoxy thickness	0	0	54	676	6	2011
North Miami Beach Annual FY 13	Cementitious	Quadex	FL	City of North Miami Beach / Hazen & Sawyer	Manhole Rehabilitation 1" Thickness	0	0	393.14	4,940.00	66	2013
North Miami Beach Annual FY 13	Epoxy	Epoxytec	FL	City of North Miami Beach / Hazen & Sawyer	Manhole Epoxy Rehab 125 mils Thickness	0	0	126.00	1,582.56	19	2013
Oakland Park MH Rehab	Cementitious	Quadex	FL	City of Oakland Park	Manhole Rehabilitation 1" Thickness	0	0	97.00	1,218.00	15	2013
Sanitary Sewer Annual MH Rehab Contract	Calcium Aluminate	Quadex Aluminaliner	GA	City of Peachtree City, GA	Manhole Rehabilitation 1/2" Thickness	0	0	2,025.00	25,446.00	253	2017
Sanitary Sewer Annual Contract	GeoPolymer	Quadex GeoKrete	FL	City of Pinellas Park	Manhole Rehabilitation 1" Thickness	0	0	6,174.50	79,125.98	642	In Progress
Sanitary Sewer Annual Contract	Epoxy	Quadex / SewperCoat	FL	City of Pinellas Park	Epoxy Rehab 125 Mils	0	3,820	83.00	1,043.00	13	2016
Sanitary Sewer Annual Contract	Cementitious	SewperCoat	FL	City of Pinellas Park	Manhole Rehabilitation 1" Thickness	0	0	10,393.00	130,775.00	1,753	2016
Burchwood / Kipling / Thackery	Epoxy	Quadex Structure Guard	FL	City of Plant City	Storm Inlet Epoxy Rehab 125 Mil Thickness	840	0	0.00	0.00	3	2014
City of Plant City / Storm Structure Coatings FY 12	Cementitious	Quadex	FL	City of Plant City	Manhole Rehabilitation 1" Thickness	1,200	0	0.00	0.00	4	2012
City of Plant City / Storm Structure Coatings FY11	Cementitious	Quadex	FL	City of Plant City	Manhole Rehabilitation 1" Thickness	1,600	0	0.00	0.00	4	2011
Sugar Bear Drive Sanitary Sewer Pipe Repairs & Scott Street Utility Repairs	GeoPolymer	Quadex GeoKrete	FL	City of Safety Harbor/Kammings & Roodvoets	Manhole Rehabilitation 1" Thickness	0	0	20.00	251.00	4	2019
Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	SC	City of Seneca	Manhole Rehabilitation 1" Thickness	0	0	93.50	1,197.00	9	2019
City of St. Petersburg Annual	Cementitious / Epoxy	Quadex	FL	City of Saint Petersburg/Rowland, Inc.	Manhole Epoxy Rehab 125 mils Thickness	0	0	11.25	141.00	2	2013
Enclosed Pipe Rehabilitation Services IFB-016-19-RM	GeoPolymer	Quadex GeoKrete	FL	City of Tallahassee	Manhole Rehabilitation 1/2" Thickness	0	411.55	511.58	6,490.01	64	In Progress
18A			FL		Manhole Rehabilitation 1/2" Thickness			1,996.25	25,924.62	229	
Enclosed Pipe Rehabilitation Services 0033-16-RWT-BC	GeoPolymer	Quadex GeoKrete	FL	City of Tallahassee	Manhole Rehabilitation 1" Thickness	0	1,470	4,555.08	57,242.00	568	2019
Glendale	GeoPolymer	Quadex GeoKrete	FL	City of Tallahassee / Insituform Technologies	Manhole Rehabilitation 1/2" Thickness	0	0	781.00	9,965.00	57	2017
Tallahassee "Low Lying Areas" Rehab	Calcium Aluminate	Quadex Aluminaliner	FL	City of Tallahassee / Insituform Technologies	Manhole Rehabilitation 1" Thickness	0	0	1,297.00	16,299.00	173	2013
Sanitary Sewer Manhole Annual FY17/FY18 Piggyback Contract	GeoPolymer	Quadex GeoKrete	FL	City of Tamarac	Manhole Rehabilitation 1" Thickness	0	0	8,752.23	110,484.07	1,434	2019
Sanitary Sewer Annual Contract	Calcium Aluminate	Kerneos SewperCoat	FL	City of Tamarac, FL/SAK	Manhole Rehabilitation 1" Thickness	0	0	6,031.00	75,788.00	917	2016
WORCS - Water Cir Emergency Pipe Lining	Cementitious	Quadex QM1s	FL	City of Tampa/Ajax	Manhole Rehabilitation 1" Thickness	0	0	18	226.00	4	2019
City of Tampa Manhole Rehabilitation	Epoxy	Quadex Structure Guard	FL	City of Tampa/Insituform Technologies	Manhole Epoxy Rehab 125 mils Thickness	0	0	128.00	1,607.68	16	2012
Manhole Rehabilitation	Epoxy	Epoxytec	FL	City of Tarpon Springs / Insituform Technologies	Manhole Rehab 250 mils Epoxy Thickness	0	0	128	1,608	15	2010
Hank's Branch Sanitary Sewer Rehabilitation Phase I	GeoPolymer	Quadex GeoKrete	NC	City of Thomasville	Manhole Rehabilitation 1" Thickness	0	0	182.80	2,296.50	22	2020
Western Seal Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	TX	City of Tyler, TX	Manhole Rehabilitation 1" Thickness	0	0	2,368.42	43,969.65	215	In Progress
Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	TX	City of White Settlement, TX	Manhole Rehabilitation 1" Thickness	0	0	236.33	2,969.85	43	2019
Sanitary Sewer Annual Contract	Cementitious	Strong Seal	NC	City of Wilson, NC	Manhole Rehabilitation 1" Thickness	0	0	1,965.25	23,914.00	281	2015
USDA Woodruff Sanitary Sewer Upgrade	Calcium Aluminate	Quadex Aluminaliner	SC	City of Woodruff / USDA	Manhole Rehabilitation 1/2"	0	0	665.00	8,357.00	85	2016
Annual Sanitary Sewer Contract FY 17-	GeoPolymer	Quadex GeoKrete	FL	Clay County Utility Authority	Manhole Rehabilitation 1" Thickness	0	471	867.00	10,895.00	62	2019
Clay County MH Annual	Cementitious	Kerneos SewperCoat	FL	Clay County Utility Authority	Manhole Rehab 1" Thickness/ LS Rehab	0	589	148.00	1,860.00	23	2015
Linden Lane	Epoxy	Epoxytec	FL	Clay County / Insituform Technologies	Manhole Rehab 250 mils Epoxy Thickness	0	0	137	1,721	24	2010
Sewer, Wetwell & Rehabilitation Services Continuing Contract	Cementitious	Kerneos SewperCoat PG	FL	Clay County Utility Authority	Manhole Rehabilitation 1" Thickness	0	0	4.00	50.00	1	In Progress
Clearwater Cascades MHP	Cementitious	Quadex Aluminaliner	FL	City of Clearwater	Manhole Rehabilitation 1" Thickness	3,900	0	0.00	0.00	26	2012
Rio Vista WWTP Decom.	Cementitious	Kerneos SewperCoat	FL	Daly & Zlich	Manhole Rehabilitation 1" Thickness	0	1,231	70.00	880.00	13	2015
Lower Area Trunk Sewer (LATS) Rehab	GeoPolymer	Quadex GeoKrete	MD	DC Water	Manhole Rehabilitation 1" Thickness	0	0	58.00	777.00	8	In Progress

Vortex Services, LLC. - Manhole References List											Coatings Experience	
Project	Method	Product	State	Owner / Contractor	Description	Other Structure Square	Lift Station Square Footage	Manhole Vertical Footage	Manhole Square Footage	Number of Structures / Manholes	YEAR COMPLETED	
I-75 / E730	Cementitious / Epoxy	Quadex	FL	FDOT / Granite Construction	Storm Box Culvert Rehab 1/2" Cement & 125 mils Epoxy Thickness	29,261	0	0.00	0.00	8	2014	
FDOT E5Q97	Cementitious	Quadex QM1s	FL	FDOT / Insituform Technologies	Manhole Rehabilitation 1/2" Thickness	0	0	56.00	703.72	7	2014	
FDOT E5Q80	Cementitious / Grout	Quadex	FL	FDOT / Insituform Technologies	Manhole Rehabilitation 1/2" Thickness	0	0	518.13	4,145.00	107	2014	
FDOT / US 1 - District 5	Cementitious	Quadex	FL	FDOT / Insituform Technologies	Manhole Rehabilitation 1" Thickness	0	0	924.00	11,605.00	132	2012	
FDOT US 1	Cementitious	Quadex	FL	FDOT / Insituform Technologies	Manhole Rehabilitation 1" Thickness	0	0	672.00	8,445.00	96	2012	
I-75 Design Build	Epoxy	Quadex Structure Guard	FL	FDOT / Middlesex Paving	Epoxy Rehab 125 Mils	3,370	0	0.00	0.00	2	2016	
FDOT / US 1 - District 5	Cementitious	Quadex	FL	FDOT / SAK Construction	Manhole Rehabilitation 1" Thickness	0	0	810.00	10,179.00	108	2013	
FDOT District 7 / E7HR00	Epoxy	Quadex Structure Guard	FL	FDOT District 7	Storm Pipe Rehab 250 mils Epoxy Thickness (66" Equiv.)	13,453	0	0.00	0.00	1	2012	
Starkey Ranch MH/Pipe Repair	GeoPolymer	Quadex GeoKrete	FL	Forrest Excavating Inc.	Manhole Rehab 1" Thickness	0	0	16.67	209.00	1	2018	
CONTRACT#2014-032B - Manhole Rehab	GeoPolymer	Quadex GeoKrete	FL	Gainesville Regional Utility	Manhole Rehabilitation 1" Thickness	0	3,680	2,177.00	27,360.00	268	In Progress	
Sanitary Sewer Annual Contract	GeoPolymer	Quadex GeoKrete	FL	Gainesville Regional Utility	Lift Station Rehabilitation 1"	0	13,193	0.00	0.00	28	In Progress	
Sanitary Sewer Annual Contract	GeoPolymer	Quadex GeoKrete	FL	Gainesville Regional Utility	Manhole Rehabilitation 1" Thickness	0	0	8,671.67	108,971.24	987	In Progress	
LS 59 & LS 126	GeoPolymer	Quadex GeoKrete	FL	Gainesville Regional Utility	Lift Station Rehabilitation 1"	0	4,456	0.00	0.00	2	2018	
GRU FY -13	Epoxy	Quadex Structure Guard	FL	Gainesville Regional Utility	Manhole Epoxy Rehab 125 mils Thickness	0	0	227.00	2,853.00	23	2013	
Gwinett Cty Annual	Cementitious	Kerneos SewperCoat	GA	Gwinett / IPR	Manhole Rehabilitation 1" Thickness	0	0	75.00	942.00	9	2014	
WORCS	Cementitious	Quadex Aluminaliner	FL	Hillsborough County	Manhole Rehabilitation 1" Thickness	4,250	0	0.00	0.00	29	In Progress	
WORCS - 2239 Elizabeth Dr. CIPP	GeoPolymer	Quadex GeoKrete	FL	Hillsborough County	Manhole Rehabilitation 1" Thickness	0	0	0	16.17	203	In Progress	
Hillsborough Cty WORCS	Cementitious	Quadex	FL	Hillsborough County/Ajax Paving	Manhole Rehabilitation 1" Thickness	10,500	0	0.00	0.00	35	2013	
Hillsborough County WORCS	Cementitious	Kerneos SewperCoat	FL	Hillsborough County/Ajax Paving	Manhole Rehabilitation 1" Thickness	0	0	5.00	63.00	1	In Progress	
Hillsborough County WORCS	Cementitious	Quadex QM1S	FL	Hillsborough County / Pepper Contracting	Manhole Rehabilitation 1" Thickness	0	0	120.00	1,508.00	25	In Progress	
WPU Sewer Box Rehab	GeoPolymer	Quadex GeoKrete	OK	Holly Frontier Tulsa Refining, LLC.	Manhole Rehabilitation 1" Thickness	692	0	0.00	0.00	2	2020	
SanLando	Cementitious	Kerneos SewperCoat	FL	Insituform	Manhole Rehabilitation 1/2" Thickness	0	0	52.50	659.40	11	2014	
New Haven	Cement / Epoxy	Quadex	FL	Insituform / City of West Melbourne	MH / LS Rehab 1/2" Cement w/ 125 Mils Epoxy	0	0	40.00	502.00	4	2015	
Denton, NC Sewer Rehab	Cementitious	Quadex	NC	Insituform Technologies	Manhole Rehabilitation 1/2" Thickness	0	0	1,734.00	21,790.00	247	2013	
Basin D-3 Manholes	Cementitious	Quadex	FL	Insituform Technologies / City of Oakland Park	Manhole Rehabilitation 1" Thickness	0	0	75.00	945.00	10	2013	
Ft Jackson	Cementitious	Quadex	FL	IPR	Manhole Rehabilitation 1" Thickness	0	0	70.00	879.20	10	2014	
Leon Cty Storm Boxes	Cementitious	Quadex	FL	IPR / Leon Cty	Manhole Rehabilitation 1" Thickness	157	0	0.00	0.00	2	2014	
Dills Bluff Sewer Rehab	Cementitious / Epoxy	Quadex	SC	James Island / Insituform Technologies	Manhole Rehab 1/2" Cement & 125mils epoxy thickness	0	0	280.00	3,850.00	22	2014	
32B2	Cementitious	Quadex	TN	KUB / IPR	Manhole Rehabilitation 1" Thickness	0	0	223.00	2,802.00	56	2014	
2016 / 2017 Sanitary Sewer MH Contract	Cementitious	Kerneos SewperCoat	SC	Lancaster County Sewer District	Manhole Rehabilitation 1" Thickness	0	0	91.00	1,143.00	13	2016	
Country Club Estates	Cementitious	Kerneos SewperCoat	SC	Lancaster County Sewer District	Manhole Rehabilitation 1" Thickness	0	0	145.00	1,822.00	20	2016	
Bent Creek Phase 1 Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	NC	Layne	Manhole Rehabilitation 1" Thickness	0	0	376.00	4,771.00	13	In Progress	
Bush River MH Flood Repair	GeoPolymer	Quadex GeoKrete	SC	LCWSD	Manhole Rehabilitation 1" Thickness	0	0	240.00	4,522.00	15	2017	
Lydia Mill	Cementitious	Kerneos SewperCoat	SC	LCWSD / PMC Inc	Manhole Rehabilitation 1" Thickness	0	0	75.00	942.00	8	2016	
Annual Sanitary Sewer Contract	Epoxy	Quadex Structure Guard	FL	Manatee County, FL	MH Epoxy Rehab 250 mils Thickness	0	0	277.00	3,481.00	33	Ongoing	
Marco Island Manhole Rehab	Epoxy	Epoxytec	FL	Marco Island / Insituform Technologies	Manhole Rehab 250 mils Epoxy Thickness	0	0	129	1,620	22	2010	
McCaysville, Ga Sewer Rehab	Cementitious	Kerneos SewperCoat	GA	Metals & Materials	Manhole Rehabilitation 1" Thickness	0	0	66.00	829.00	32	2015	
Holmes Run Manhole Rehab	Cementitious	Quadex	VA	Midas Utilities / City of Alexandria, Va	Manhole Rehabilitation 1/2" Thickness	0	0	6,399.00	80,412.00	659	2016	
Manhole Rehabilitation	GeoPolymer	Quadex GeoKrete	OH	Miller Coors, LLC.	Manhole Rehabilitation 1" Thickness	0	0	294.25	94.00	30	In Progress	
Lake Pinehurst MH Rehab	Cementitious	Kerneos SewperCoat	NC	Moore County, NC	Manhole Rehabilitation 1" Thickness	0	0	52.00	653.12	9	2017	
Pinehurst	Cementitious / Epoxy	Quadex	NC	Moore County, NC / Insituform Technologies	Manhole Rehab 1" Cement & 80mils epoxy thickness	0	0	195.00	3,062.00	16	2014	
Moore County, NC	Epoxy	Quadex Structure Guard	NC	Moore Cty / Moffat Pipe	MH Rehab 250 Mils Thickness	0	0	48.00	754.00	5	2014	
FY19-FY20 Trenchless Sewer Rehabilitation Project	Calcium Aluminate	Aluminaliner/Sewpercoat PG	SC	Mount Pleasant Waterworks	Manhole Rehabilitation 1" Thickness	0	0	573.00	8,674.47	49	In Progress	
NCSD Annual Contract - PH 4	Cementitious / Epoxy	Quadex	SC	North Charleston Sewer District / Insituform Technologies	LS Rehab & MH Rehab 250 Mils Thickness	1,596	0	105.00	1,648.50	8	2015	
NCSD Annual Contract	Cementitious / Epoxy	Quadex	SC	North Charleston Sewer District / Insituform Technologies	LS Rehab & MH Rehab 250 Mils Thickness	0	500	437.00	6,860.90	29	2014	
Annual Manhole Rehabilitation	Cementitious	Kerneos SewperCoat	FL	Orange County	Manhole Rehabilitation 1" Thickness	0	582	1,848.92	21,072.80	67	In Progress	

Vortex Services, LLC. - Manhole References List										Coatings Experience	
Project	Method	Product	State	Owner / Contractor	Description	Other Structure Square	Lift Station Square Footage	Manhole Vertical Footage	Manhole Square Footage	Number of Structures / Manholes	YEAR COMPLETED
Orange County - Sanitary Sewer Rehab Annual	Cementitious	Kerneos SewperCoat	FL	Orange County / Envirowaste Services Group	Manhole Rehabilitation 1" Thickness	0	0	540.00	6,785.84	77	2014
Lake Lawne Phase I	Cementitious	Quadex Aluminaliner	FL	Orange County / Insituform Technologies	Manhole Rehabilitation 1" Thickness	0	0	217.00	2,729.90	31	2012
Lake Lawne Phase I	Epoxy	Quadex Structure Guard	FL	Orange County / Insituform Technologies	Manhole Epoxy Rehab 125 mils Thickness	0	0	35.00	439.60	5	2012
Pump Station Rehab	Cementitious	Kerneos SewperCoat	FL	Orange County Utilities	LS Rehab 1" Thickness	0	340	0.00	0.00	1	2014
North County Improvements	Cementitious	Kerneos SewperCoat	FL	Palm Beach County / Lanzo Lining	Manhole Rehabilitation 1/2" Thickness	0	0	49.00	615.75	7	2014
Manhole & Pump Station, Lining, Joint Testing & Grouting Services	GeoPolymer	Quadex GeoKrete	FL	Pasco County	Manhole Rehabilitation 1" Thickness	0	32,064.90	6,893.66	97,018.02	671	In Progress
							413.830	40,478.32	85		
			FL								
Sanitary Sewer Manhole Rehabilitation	Epoxy	Quadex Structure Guard	FL	Pinellas County, FL	Manhole Rehabilitation 1" Thickness	0	0	638.00	8,012.00	69	In Progress
Sanitary Sewer Manhole Rehabilitation	Cementitious	Kerneos SewperCoat	FL	Pinellas County, FL	Manhole Rehabilitation 1" Thickness	0	0	5,280.16	96,539.30	846	In Progress
GRU King MH	Epoxy	Quadex Structure Guard	FL	R.E. Arnold	LS Rehab 1/2" Cement w/ 125 Mils Epoxy	0	0	10.00	126.00	1	2016
Peachtree City Splitter Box	Epoxy	Quadex Structure Guard	GA	RDJE / City of Peachtree City, Ga	Splitter Box Rehab - Epoxy 120 Mils	1,200	0	0.00	0.00	1	2015
South Central Influent Pump Station Rehab	Cementitious/Epoxy	Quadex QM1s & Quadex Structure Guard	GA	Douglasville-Douglas County Water & Sewer Authority/RDJE, Inc	LS Rehab 1/2" Cement w/ 125 Mils Epoxy	0	6,700	0.00	0.00	1	2015
Tierra Del Sol	Epoxy	Epoxytac	FL	Resorts Construction / Polk County	Manhole Rehab 80 mils Epoxy Thickness	0	0	889	11,171.50	127	2009
Manhole Repair Services	Cementitious	Kerneos SewperCoat	SC	Richland County	Manhole Rehabilitation 1" Thickness	0	0	109.16	1,689.55	11	2019
Saddlebag Resort	Epoxy	Quadex Structure Guard	FL	Saddlebag Resort / Central Electric Motor Service	Manhole Epoxy Rehab 125 mils Thickness	0	0	24.00	309.00	5	2013
North, South, Central Lift Station Rehabilitation	Cementitious	Kerneos SewperCoat	FL	Sarasota County	Lift Station Rehabilitation 1" Thickness	0	10,858	0.00	0.00	29	2019
Sarasota Cty 5 Year Annual	Cementitious	Kerneos SewperCoat	FL	Sarasota County	Manhole Rehabilitation 1" Thickness	150	0	6,262.00	78,690.61	1,040	2019
Shade Ave	Cementitious	Quadex	FL	Sarasota County / Insituform Tampa	Storm Inlet Rehabilitation 1" Thickness	3,920	0	0.00	0.00	16	2013
I-26 Expansion Columbia, SC	Cementitious	AP / M Permaform	SC	SCDOT / Anderson Boggs JV	Rehabilitate Vertical Risers	0	0	110.00	1,382.30	11	2015
SACWSD 2018 Wastewater System Rehab	Cementitious	Quadex QM1s	CO	South Adams County Water & Sanitation District	Manhole Rehabilitation 1" Thickness	0	0	1,403.63	17,638.53	200	2019
Camp Idlewild MH Coating	Cementitious	Quadex Aluminaliner	FL	Steger Site Preparation, Inc.	Manhole Rehabilitation 1" Thickness	0	0	92.42	1,630.49	5	2019
City of Safety Harbor Manholes	Cementitious	Quadex	FL	Steve's Excavating / Safety Harbor	Manhole Rehabilitation 1" Thickness	0	0	28.00	351.86	4	2013
Suncor Refinery Sewer Runoff System	GeoPolymer	Quadex GeoKrete	CO	Suncor Energy, U.S.A.	Manhole Rehabilitation 1" Thickness						
FY 15 Miscellaneous Manhole Rehab	Epoxy	Quadex Structure Guard	SC	Taylor's Fire & Sewer District	Manhole Rehab 125 mils Epoxy thickness	0	0	288.51	3,629.84	36	2014
FY 16 Miscellaneous Manhole Rehab	Cementitious	Kerneos SewperCoat	SC	Taylor's Fire & Sewer District	Manhole Rehabilitation 1" Thickness	0	0	72.70	913.58	9	2015
Emergency Manhole Grouting and Lining - Storey Lake Boulevard	GeoPolymer	Quadex GeoKrete	FL	Toho Water Authority	Manhole Rehabilitation 1" Thickness	0	0	21.00	263.90	1	2019
Joanna V Sewer Upgrade	GeoPolymer	Quadex GeoKrete	SC	Tom Brigran Contractors/Laurens County Water & Sewer	Manhole Rehabilitation 1" Thickness	0	0	65.83	827.27	13	2018
Town of Burnsville, NC Manhole Rehab	Cementitious	Quadex	NC	Town of Burnsville / Cajenn Construction	Manhole Rehabilitation 1" Thickness	0	0	324.00	4,071.50	36	2013
Sewer System Rehabilitation	GeoPolymer	Quadex GeoKrete	SC	Town of Holly Hill	Manhole Rehabilitation 1" Thickness	0	0	208.08	2,614.85	33	2020
Town of Lexington, SC Sanitary Sewer Annual	GeoPolymer	Quadex GeoKrete	SC	Town of Lexington, SC	Manhole & LS Rehabilitation 1" Thickness	0	377	688.00	8,645.66	87	2017
Startex Gravity Sewer Rehabilitation	GeoPolymer	Quadex GeoKrete	SC	Town of Lyman	Manhole Rehabilitation 1" Thickness	0	0	215.00	2,701.77	32	2020
Sewer System Improvements Contract 2	GeoPolymer	Quadex GeoKrete	TN	Town of Oliver Springs	Manhole Rehabilitation 1" Thickness	0	0	235.00	2,953.10	26	2020
Rhodriiss-System Wide Water & Sewer Improvements	Cementitious	Kerneos SewperCoat	NC	Town of Rhodriiss/Buckeye Bridge Construction	Manhole Rehabilitation 1" Thickness	0	0	165.58	2,080.78	20	2019
REBID Cured-In Place Pipe Construction	GeoPolymer	Quadex GeoKrete	TN	Town of Rogersville	Manhole Rehabilitation 1" Thickness	0	0	69.00	867.06	10	2019
Union City MH Rehab	Cementitious	Quadex	NC	Union City / IPR	Manhole Rehabilitation 1" Thickness	0	0	224.00	2,815.00	28	2014
48" Pipe Rehabilitation	GeoPolymer	Quadex GeoKrete	AL	Westrock	Manhole Rehabilitation 1" Thickness	0	0	150.00	1,888.06	21	2019
Bent Creek Phase 1 MH Rehab	Cementitious	Kerneos SewperCoat	NC	Wingate Excavating Inc / City of Monroe, NC	Manhole Rehabilitation 1" Thickness	0	0	27.00	377.00	2	In Progress
2017 Collection System Rehabilitation Project Contract B	GeoPolymer	Quadex GeoKrete	NC	Yadkin Valley Sewer Authority/Gilbert Engineering	Manhole Rehabilitation 1/2" Thickness	0	0	393.70	4,767.40	58	2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE CITY OF DORAL, FLORIDA'S CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC. FOR CATCH BASIN MAINTENANCE SERVICES RELATED TO THE CITY'S STORM DRAINAGE SYSTEM, IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") seeks to mitigate flooding and water pollution during the rainy season. This type of cleanup is required to be done periodically to prevent water pollution and flooding as a result of stormwater runoff; and

WHEREAS, City staff does not possess the manpower to perform this task in-house; and

WHEREAS, the City of Doral has considered the bid submitted by Envirowaste Services Group, Inc. ("Contractor") in response to its Request for Proposals #2013-32 for catch basin maintenance services for the City of Doral's stormwater drainage infrastructure; and

WHEREAS, pursuant to Resolution 14-36, the City of Doral subsequently entered into a Contract with the Contractor for cleaning of catch basins, cleaning of pipe and other miscellaneous items to complete project (Contract and Renewals attached hereto as Composite Exhibit "A"); and

WHEREAS, the contract was negotiated for an initial term of two (2) years with the option to renew for additional two one (1) year terms. The initial two (2) year contract expired on March 24, 2016, the 1st one year extension expired on March 24, 2017 and the 2nd one year extension expired on March 24, 2018. A final 6-month extension was given and expired on September 30, 2018. The City of Doral Mayor and City Council-Members approved Resolution 18-156 extending the agreement for an additional two (2) years with the option to renew for additional two one (1) year terms. The two (2) year extension expired on September 30, 2020. On August 25, 2020, the contract was extended for a one (1) year period and will expire on September 30, 2021; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Doral's contract with Envirowaste Services Group, Inc., in order to benefit from already negotiated rates for catch basin maintenance services and enter into an agreement for the citywide cleaning of storm drain and manhole structures,

attached hereto as Exhibit "B", in an amount not to exceed Twenty Eight Thousand Dollars (\$28,000.00).

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 the City of Doral's contract with Envirowaste Services Group, Inc., in order to benefit from already negotiated rates and enter into an agreement for the citywide cleaning of storm drain and manhole structures, attached hereto as Exhibit "B", in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000.00).

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, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 14th day of July 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



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

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	07/14/2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Citywide Cleaning of Storm Drainage System

Staff Summary:

This request is to piggyback an existing contract with the City of Doral for qualified professional services to clean the City's storm drainage system. This type of cleanup is required to be done periodically to prevent water pollution and flooding as a result of stormwater runoff. The City does not have the manpower to do it in house.

The job will be completed by Envirowaste Services Group, Inc for \$28,000.

Financial Impact

Account	Description	Available	Project	Remaining Balance
43-538340	Other Contracted Services	\$135,232	\$28,000	\$107,232

Proposed Action:

Staff recommends City Commission approval of this item to mitigate flooding and water pollution during the rainy season.

Attachment:

1. Agenda
2. Proposal Provided by Envirowaste
3. Piggyback Memorandum
4. Contract Agreement between the City and Envirowaste
5. Shenandoah Proposal



SPECIFIC WORK ORDER
BETWEEN
ENVIROWASTE SERVICES GROUP, INC.
and
City of OpaLocka

The parties to this Specific Work Order are parties to this Professional Services dated April 26, 2021 (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RE: Proposed storm drain and connecting pipe cleaning at City of OpaLocka, FL

	<u>Qty</u>	<u>unit</u>	<u>Unit price</u>	<u>Total</u>
Cleaning of storm drain or manhole	100	EA	\$195.00	\$19,500.00
Cleaning of connecting pipe	17,000	LF	\$0.50	\$8,500.00

Prices provided from existing contract at City of Doral
All permits excluded from this proposal.

Total= \$28,000.00

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on _____. **IN WITNESS WHEREOF**, the parties have duly executed this Specific Work Order as of the day and year first above written.

Client

"CONSULTANT" (**ENVIROWASTE SERVICES GROUP, INC.**)
A Florida Corporation

SIGNATURE

Mike Garcia

NAME / TITLE

Operations
TITLE

DATED

4/26/2021
DATED





August 20, 2020

Albert P. Childress

City Manager

EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Ref: RFP #2013-32, Catch Basin Maintenance Program- Contract Extension

Dear Mr. Fojon,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional two one (1) year terms. The initial two (2) year contract expired on March 24, 2016, the 1st one year extension expired on March 24, 2017 and the 2nd one year extension expired on March 24, 2018. A final 6-month extension was given and expired on September 30, 2018. The Mayor and City Council-Members approved Resolution 18-156 extending the agreement for an additional two (2) years with the option to renew for an additional two one (1) year terms. The two (2) year extension is now set to expire on September 30, 2020.

The City of Doral hereby invites your firm to extend the contract for an one (1) year period. This Contract extension will be under the same terms, conditions and prices as the original contract and will expire on September 30, 2021.

The City wishes to thank you and your team for the services you have provided over the last year. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

Please kindly confirm receipt of this letter at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Albert P. Childress
City Manager

Accepted: EnviroWaste Services Group, Inc.

Julio Fojon

Date: 8-25-20



Edward Rojas
City Manager

September 14, 2018

EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Ref: RFP #2013-32, Catch Basin Maintenance Program- Contract Extension

Dear Mr. Fojon,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional two one (1) year terms. The initial two (2) year contract expired on March 24, 2016, the 1st one year extension expired on March 24, 2017 and the 2nd one year extension expired on March 24, 2018. A final 6-month extension was given and will expire on September 30, 2018.

The City of Doral hereby invites your firm to extend the contract for two (2) years with the option to renew for an additional two one (1) year term. This Contract extension will be under the same terms, conditions and prices as the original contract and will expire on September 30, 2020.

The City wishes to thank you and your team for the services you have provided over the last year. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

Please kindly confirm receipt of this letter at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Edward Rojas
City Manager

Accepted: EnviroWaste Services Group, Inc.

Date: 9-18-18

8401 Northwest 53rd Terrace • Doral, Florida 33166 • (305) 593-6725
www.cityofdoral.com

RESOLUTION No. 18-156

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF ENVIROWASTE FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION OF THE AGREEMENT WITH ENVIROWASTE FOR AN ADDITIONAL TWO (2) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE ORIGINAL CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 11, 2013, the City of Doral (the "City") issued Request for Proposal #2013-32, "Catch Basin Maintenance Program" (the RFP) for the purpose of obtaining catch basin maintenance services for the City's stormwater drainage infrastructure; and

WHEREAS, via Resolution 14-36, a two-year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc.; and

WHEREAS, the initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017, and the second and final one-year extension expired on March 24, 2018; and

WHEREAS, Resolution No. 18-30 granted the Public Works Department ("PWD") a six-month extension period which is set to expire on September 30, 2018 in order to perform a market analysis and be able to determine if extending the current contract for a longer period will be in the best interest of the City of Doral; and

WHEREAS, the result from the market analysis confirms that the City's current contract with EnviroWaste Services Inc. provides the City with competitive prices,

quality, and reliability as evidenced by the number of municipalities and Doral communities that have adopted the City's contract; and

WHEREAS, section 2-321 of the City of Doral Code of Ordinances authorizes the wavier of the City's competitive bidding process, upon the recommendation of the City Manager that is in the City's best interest to do so due to the nature of the good and/or services; and

WHEREAS, based on the market analysis conducted by PWD, the City Manager has recommended the waiver of the competitive bid because it is in the City's best interest; and

WHEREAS, staff respectfully requests that the City Council authorize the City Manager to extend ITB #2013-32, under the same terms, costs and conditions, for two (2) years with the option to renew for an additional two one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Waiver. Pursuant to Section 2-321 of the City Code, and upon the recommendation of the City Manager, the competitive bid process is hereby waived in favor of Envirowaste, Inc. This waiver in and of itself, absent an agreement, does not vest Envirowaste with any contractual rights.

Section 3. Approval. The extension of the agreement between the City of Doral and Envirowaste, Inc. for Catch Basin Maintenance services for two (2) years with

the option to renew for an additional two one (1) year terms under the same terms, costs and conditions, in an amount not to exceed budgeted funds, is hereby approved.

Section 4. Authorization. The City Manager is authorized to execute the work orders and expend budgeted funds on the behalf of the City.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.
The motion was seconded by Councilmember Mariaca and upon being put to a vote, the
vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of September, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY



Memorandum

Date: September 12, 2018

To: The Honorable Mayor and Members of the City Council

Via: Edward Rojas, City Manager 

From: Jorge Gomez, Public Works Director 

Subject: ITB #2013-32 Catch Basin Maintenance Program – Contract Extension

Introduction

This memorandum provides staff's recommendation for the contract extension of ITB #2013-32 Catch Basin Maintenance Services, which expires on September 30, 2018. The Public Works Department (PWD) completed a market analysis and recommends a waiver to competitive bid requirements and a contract extension of two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices as the original contract with Envirowaste Services Inc.

Background

In order to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and the National Flood Insurance Program Community Rating System (CRS), municipalities are required to implement numerous best management practices (BMPs) to prevent water pollution as a result of stormwater runoff. One of the required practices is the cleaning of the stormwater drainage catch basins, better known as stormwater inlets. To comply with this requirement, the City of Doral implemented a Catch Basin Maintenance Program to control pollutant discharges and to protect the environment. The City has implemented this Program since its beginnings, first by adopting the Village of Pinecrest contract and eventually by competitively bidding the services.

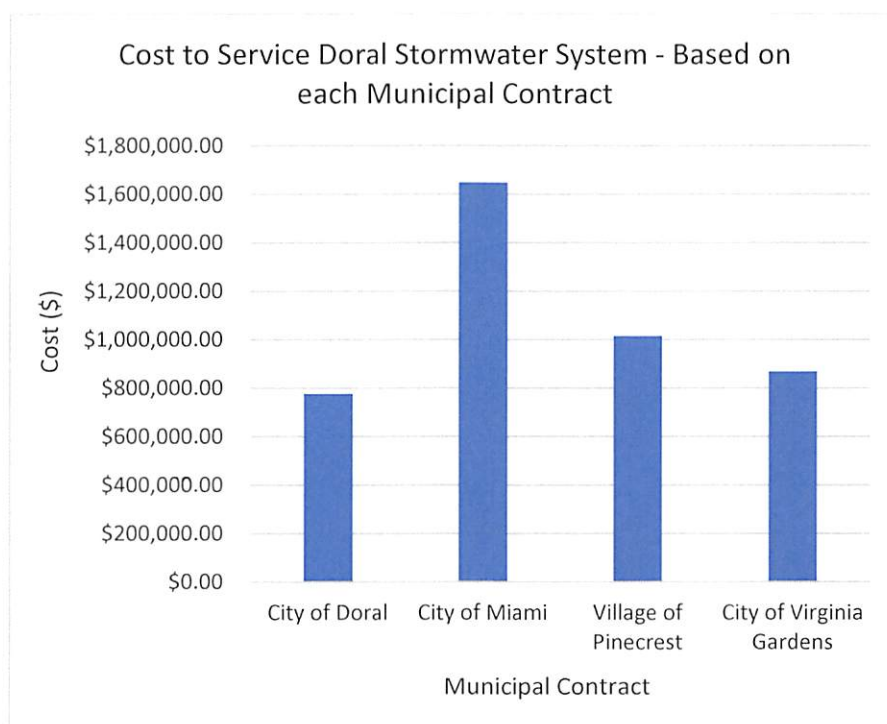
Currently, the City infrastructure is comprised of approximately 2,568 inlets, 754 stormwater manholes, and approximately 242,100 linear feet of solid pipe and exfiltration trench (better known as french drain). This infrastructure keeps expanding as new areas are developed, new public roads are constructed, and drainage improvement projects are completed. The Catch Basin Maintenance Program is scheduled throughout the fiscal year servicing each City section in a clockwise direction. Under the current budget, the entire City's stormwater infrastructure is serviced every 2 years, which is a requirement to maintain the City's NPDES MS4 Permit.

Procurement

On December 11, 2013, RFP #2013-32 was issued for the purpose of providing catch basin maintenance services to the City's stormwater drainage infrastructure. Five (5) firms attended the Mandatory Pre-Proposal Meeting which was held on December 20, 2013. One (1) proposal was received and opened on January 15, 2014, with the firm meeting the required criteria. A two (2) year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc. (EnviroWaste) by Resolution No. 14-36. The initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017 and the second one-year extension expired on March 24, 2018. Resolution No. 18-30 granted the PWD a 6-month extension period which is set to expire on September 30, 2018 in order to perform a market analysis.

As part of the analysis, the PWD contacted three (3) municipalities which entered into three different contracts with EnviroWaste. Each contract has different established prices. The unit price of each municipal contract was used to estimate the cost to service the City's stormwater drainage infrastructure. As shown in Figure 1, the cost to service the City's infrastructure using each municipal contract pricing increases in the range of \$91,396.02 to \$871,037.55 compared to the City's current cost.

Figure 1 – EnviroWaste Contract Cost Analysis



While conducting the market analysis, the City of Miami issued an Invitation for BID (IFB) (April 25, 2018) for Storm Sewer Cleaning Services. On June 28, 2018 the Final Bid Tabulation was posted showing four (4) business bid proposals with EnviroWaste as the lowest bidder. On July 16, 2018, the Notice of Intent to Award was sent to all responding bidders and the City Manager's recommendation to award EnviroWaste will be presented to the City of Miami Commission on September 13, 2018. As shown above, comparing the unit prices submitted for the City of Miami IFB with the City's current contract (RFP #2013-32), there would be a substantial increase of \$871,037.55 to service the City's storm water infrastructure.

Contact was made with other companies that provide similar services and references were requested. Based on these references and the company's capabilities, the PWD concluded that they would not be able to provide the level of service and reliability required to maintain the City's infrastructure to its current standards.

The result from the market analysis confirms that the City's current contract with EnviroWaste provides competitive prices and the amount of entities that have adopted the City's contract supports these findings. Below please find a list with the number of municipalities and Doral communities that adopted the City's current contract with EnviroWaste.

<u>Municipality/Community</u>	<u>Contract Amount</u>
Town of Cutler Bay	\$375,000.00
City of Coral Gables	\$300,000.00
City of North Bay Village	\$75,000.00
City of Palmetto Bay	\$75,000.00
City of Aventura	\$50,000.00
City of West Park	\$50,000.00
Town of Jupiter	\$50,000.00
City of North Miami Beach	\$100,000.00
Village of Palmetto Bay	\$15,000.00

Doral Woods
Doral Landings
Doral Dunes
Doral Palms
Doral Sands

The Public Works Department (PWD) is requesting authorization from City Council to waive the competitive bid process, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend ITB #2013-32 (Catch Basin Maintenance Program). The PWD believes that the contract extension is in the best interest of the City due to the competitive prices, quality, and a reliable service of this vendor. The extension will be for two (2) years with the option to renew for an additional two one (1) year terms, under the same terms, conditions, and prices as the original contract.

Attached please find "Exhibit A" which includes a copy of the current contract, a copy of the final 6-month extension letter, and a copy of the contract extension letter for a two (2) year contract with an option to renew for an additional two one-year periods.

Recommendation

The PWD respectfully requests the City Council to authorize the City Manager to waive the competitive bid process and expend budgeted funds on the behalf of the City, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend the current contract with EnviroWaste Services Inc. This extension will be for two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices of the original Contract. Funding for this request was budgeted for Fiscal

Year 2018-19 and is available from the Public Works Department Stormwater Fund, Account Number #401.80005.500340 (\$500,000).

EXHIBIT B

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EnviroWaste Services Group, Inc.
FOR
Catch Basin Maintenance Program**

THIS AGREEMENT, dated as of the 24 day of March 2014, is made between **EnviroWaste Services Group, Inc.**, a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **March 24, 2016**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an **additional two (2) one (1) year periods** by written notice to the Vendor.

- 2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Vendor shall be compensated in the following manner:

___ A lump sum amount of \$_____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

v On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed **\$696,100 in the first two year period of the Contract**, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Vendor: Eduardo Barba, President
EnviroWaste Services Group, Inc.
4 SE 1st Street, Second Floor
Miami, Florida 33131

14. **Governing Law.**

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its President, whose representative has been duly authorized to execute same.

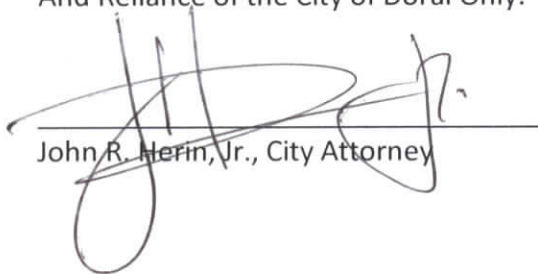
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carollo, City Manager
Date: 3/17/14

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:


John R. Herin, Jr., City Attorney

Vendor

By: 
Its: Eduardo Baha, President
Date: 3/19/14

RESOLUTION NO. 14-36

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

WHEREAS, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

WHEREAS, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. **Approval.** The Contract between the City and Contractor for the Project in an amount not to exceed \$696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

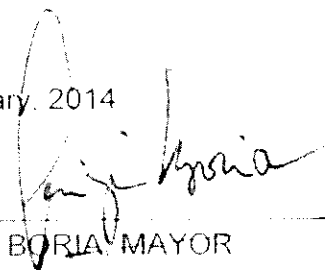
Section 3. **Effective Date.** This Resolution shall take effect immediately upon adoption.

[Section left blank intentionally]

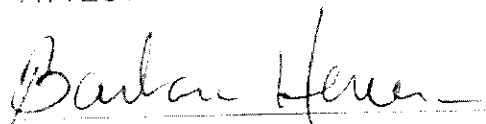
The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows.

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

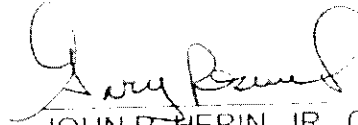
PASSED and ADOPTED this 19th day of February, 2014


LUIGI BORIA, MAYOR

ATTEST


BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL ONLY.

 
JOHN R. HERIN, JR., CITY ATTORNEY

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA	195. ⁰⁰	401,700-
2	Cleaning of Manhole	525	EA	195. ⁰⁰	102,375-
3	Cleaning of Slab-Covered-Trench Box	71	EA	195. ⁰⁰	13,845-
4	Cleaning of Outfall Structure	84	EA	195. ⁰⁰	16,380-
5	Cleaning of Pipe	274,000	LF	.50	137,000-
6	Emergency Vac-Truck (includes operator)	160	HR	155. ⁰⁰	24,800-

PROPOSAL TOTAL \$696,100-

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Proposer: EnviroWaste Services Group, Inc.

Address: 4 SE 1st Street, Second Floor

Miami, FL 33131

Telephone (305) 637-9665

Facsimile Number (305) 637-9659

Attention: Eduardo Barba, President



Memorandum

Date: September 12, 2018

To: The Honorable Mayor and Members of the City Council

Via: Edward Rojas, City Manager 

From: Jorge Gomez, Public Works Director 

Subject: ITB #2013-32 Catch Basin Maintenance Program – Contract Extension

Introduction

This memorandum provides staff's recommendation for the contract extension of ITB #2013-32 Catch Basin Maintenance Services, which expires on September 30, 2018. The Public Works Department (PWD) completed a market analysis and recommends a waiver to competitive bid requirements and a contract extension of two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices as the original contract with Envirowaste Services Inc.

Background

In order to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and the National Flood Insurance Program Community Rating System (CRS), municipalities are required to implement numerous best management practices (BMPs) to prevent water pollution as a result of stormwater runoff. One of the required practices is the cleaning of the stormwater drainage catch basins, better known as stormwater inlets. To comply with this requirement, the City of Doral implemented a Catch Basin Maintenance Program to control pollutant discharges and to protect the environment. The City has implemented this Program since its beginnings, first by adopting the Village of Pinecrest contract and eventually by competitively bidding the services.

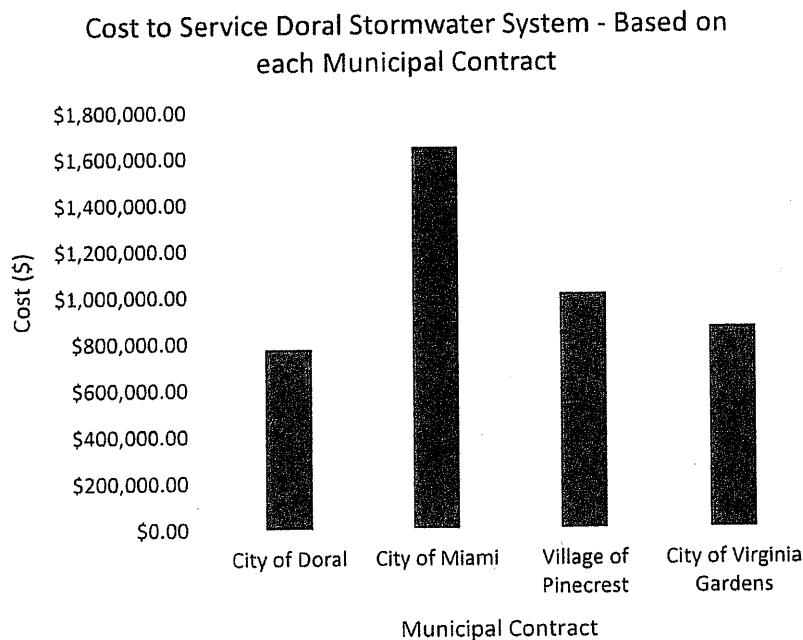
Currently, the City infrastructure is comprised of approximately 2,568 inlets, 754 stormwater manholes, and approximately 242,100 linear feet of solid pipe and exfiltration trench (better known as french drain). This infrastructure keeps expanding as new areas are developed, new public roads are constructed, and drainage improvement projects are completed. The Catch Basin Maintenance Program is scheduled throughout the fiscal year servicing each City section in a clockwise direction. Under the current budget, the entire City's stormwater infrastructure is serviced every 2 years, which is a requirement to maintain the City's NPDES MS4 Permit.

Procurement

On December 11, 2013, RFP #2013-32 was issued for the purpose of providing catch basin maintenance services to the City's stormwater drainage infrastructure. Five (5) firms attended the Mandatory Pre-Proposal Meeting which was held on December 20, 2013. One (1) proposal was received and opened on January 15, 2014, with the firm meeting the required criteria. A two (2) year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc. (EnviroWaste) by Resolution No. 14-36. The initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017 and the second one-year extension expired on March 24, 2018. Resolution No. 18-30 granted the PWD a 6-month extension period which is set to expire on September 30, 2018 in order to perform a market analysis.

As part of the analysis, the PWD contacted three (3) municipalities which entered into three different contracts with EnviroWaste. Each contract has different established prices. The unit price of each municipal contract was used to estimate the cost to service the City's stormwater drainage infrastructure. As shown in Figure 1, the cost to service the City's infrastructure using each municipal contract pricing increases in the range of \$91,396.02 to \$871,037.55 compared to the City's current cost.

Figure 1 – EnviroWaste Contract Cost Analysis



While conducting the market analysis, the City of Miami issued an Invitation for BID (IFB) (April 25, 2018) for Storm Sewer Cleaning Services. On June 28, 2018 the Final Bid Tabulation was posted showing four (4) business bid proposals with EnviroWaste as the lowest bidder. On July 16, 2018, the Notice of Intent to Award was sent to all responding bidders and the City Manager's recommendation to award EnviroWaste will be presented to the City of Miami Commission on September 13, 2018. As shown above, comparing the unit prices submitted for the City of Miami IFB with the City's current contract (RFP #2013-32), there would be a substantial increase of \$871,037.55 to service the City's storm water infrastructure.

Contact was made with other companies that provide similar services and references were requested. Based on these references and the company's capabilities, the PWD concluded that they would not be able to provide the level of service and reliability required to maintain the City's infrastructure to its current standards.

The result from the market analysis confirms that the City's current contract with EnviroWaste provides competitive prices and the amount of entities that have adopted the City's contract supports these findings. Below please find a list with the number of municipalities and Doral communities that adopted the City's current contract with EnviroWaste.

<u>Municipality/Community</u>	<u>Contract Amount</u>
Town of Cutler Bay	\$375,000.00
City of Coral Gables	\$300,000.00
City of North Bay Village	\$75,000.00
City of Palmetto Bay	\$75,000.00
City of Aventura	\$50,000.00
City of West Park	\$50,000.00
Town of Jupiter	\$50,000.00
City of North Miami Beach	\$100,000.00
Village of Palmetto Bay	\$15,000.00

Doral Woods
Doral Landings
Doral Dunes
Doral Palms
Doral Sands

The Public Works Department (PWD) is requesting authorization from City Council to waive the competitive bid process, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend ITB #2013-32 (Catch Basin Maintenance Program). The PWD believes that the contract extension is in the best interest of the City due to the competitive prices, quality, and a reliable service of this vendor. The extension will be for two (2) years with the option to renew for an additional two one (1) year terms, under the same terms, conditions, and prices as the original contract.

Attached please find "Exhibit A" which includes a copy of the current contract, a copy of the final 6-month extension letter, and a copy of the contract extension letter for a two (2) year contract with an option to renew for an additional two one-year periods.

Recommendation

The PWD respectfully requests the City Council to authorize the City Manager to waive the competitive bid process and expend budgeted funds on the behalf of the City, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend the current contract with EnviroWaste Services Inc. This extension will be for two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices of the original Contract. Funding for this request was budgeted for Fiscal

Year 2018-19 and is available from the Public Works Department Stormwater Fund, Account Number #401.80005.500340 (\$500,000).

EXHIBIT B

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EnviroWaste Services Group, Inc.
FOR
Catch Basin Maintenance Program**

THIS AGREEMENT, dated as of the **24** day of **March 2014**, is made between **EnviroWaste Services Group, Inc.**, a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through ***March 24, 2016***, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an **additional two (2) one (1) year periods** by written notice to the Vendor.

- 2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Vendor shall be compensated in the following manner:

____ A lump sum amount of \$_____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

 v On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed **\$696,100 in the first two year period of the Contract**, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

- 12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Vendor: Eduardo Barba, President
EnviroWaste Services Group, Inc.
4 SE 1st Street, Second Floor
Miami, Florida 33131

14. **Governing Law.**

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

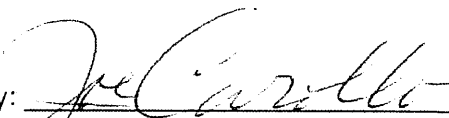
24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its , whose representative has been duly authorized to execute same.

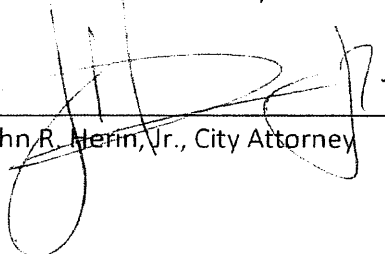
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carroll, City Manager
Date: 3/17/14

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:


John R. Herin, Jr., City Attorney

Vendor

By: 
Its: Almaida Babin, President
Date: 3/13/14

RESOLUTION NO. 14-36

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

WHEREAS, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

WHEREAS, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Contract between the City and Contractor for the Project in an amount not to exceed \$696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

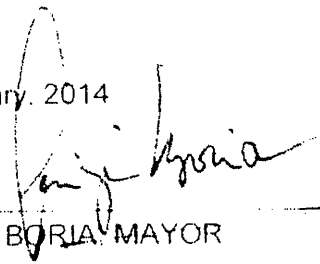
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

[Section left blank intentionally]

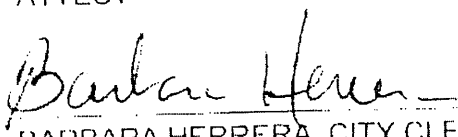
The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows.

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

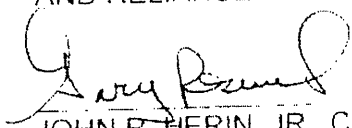
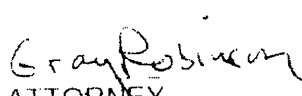
PASSED and ADOPTED this 19th day of February, 2014


LUIGI BORIA, MAYOR

ATTEST


BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL ONLY.

 
JOHN R. HERIN, JR., CITY ATTORNEY

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA	195. ⁰⁰	401,700-
2	Cleaning of Manhole	525	EA	195. ⁰⁰	102,375-
3	Cleaning of Slab-Covered-Trench Box	71	EA	195. ⁰⁰	13,845-
4	Cleaning of Outfall Structure	84	EA	195. ⁰⁰	16,380-
5	Cleaning of Pipe	274,000	LF	.50	137,000-
6	Emergency Vac-Truck (includes operator)	160	HR	155. ⁰⁰	24,800-

PROPOSAL TOTAL \$696,100-

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Proposer: EnviroWaste Services Group, Inc.

Address: 4 SE 1st Street, Second Floor

Miami, FL 33131

Telephone (305) 637-9665

Facsimile Number (305) 637-9659

Attention: Eduardo Barba, President

RFD. # 20002294

08/21/2020

x. Qulm

Kathy Phillips

From: John E. Pate
Sent: Friday, August 21, 2020 12:32 PM
To: Airia Austin
Cc: Owen Carney; Kathy Phillips; Marrilyn Chang; Sha'mecca Lawson
Subject: RE: Re: Emergency Request - Envirowaste Services Group (REQ #20002294) Review & Approval Required 08.20.20

Approved.

John E. Pate, MS, CM
City Manager
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Office Phone - (786) 338-6598
Cell Phone - (786) 829-0739
E-Mail: jpate@opalockafl.gov

NWU EMP# 44
NWU SPSC# 361
ILETSB-EI PER21C# M-221
ILETSB-EI ESTLE21C# E-314

E-MAIL CONFIDENTIALITY NOTICE: This electronic mail message, including any attachments, is for the intended recipient(s) only. This e-mail and any attachments might contain information that is confidential, legally privileged, contains law enforcement database information, or otherwise protected or exempt from disclosure under applicable law. If you are not a named recipient, or if you are named but believe that you received this e-mail in error, please notify the sender immediately by telephone or return e-mail and promptly delete this e-mail and any attachments and copies thereof from your system. If you are not the intended recipient or are otherwise not authorized to further disclose this message and its contents, please be aware that any copying, distribution, dissemination, disclosure or other use of this e-mail and any attachments is unauthorized and prohibited. This e-mail and any attached documents may contain Law Enforcement Sensitive material and should not be disseminated outside of official law enforcement channels. The information contained in this message as well as any attachments shall not be released to the media or the general public. Your receipt of this message is not intended to waive any applicable privilege or claim of confidentiality, and any prohibited or unauthorized disclosure is not binding on the sender or the City of Opa-locka.

From: Airia Austin
Sent: Friday, August 21, 2020 12:26 PM
To: John E. Pate <jpate@Opalockafl.gov>
Cc: Owen Carney <ocarney@Opalockafl.gov>; Kathy Phillips <kphillips@Opalockafl.gov>; Marrilyn Chang <mchang@Opalockafl.gov>; Sha'mecca Lawson <slawson@Opalockafl.gov>
Subject: RE: Re: Emergency Request - Envirowaste Services Group (REQ #20002294) Review & Approval Required 08.20.20
Importance: High

Mr. Manager:

We are seeking your approval, this is for the cleaning of our Stormwater drainage systems around the city. This is within your purview, and we are piggybacking their contract with the City of Doral.

Thank you, Airia

Please note I am operating remotely today, and do not have access to all my files

From: Kathy Phillips

Sent: Friday, August 21, 2020 11:49 AM

To: Airia Austin <Aaustin@Opalockafl.gov>; Marrilyn Chang <mchang@Opalockafl.gov>; Sha'mecca Lawson <slawson@Opalockafl.gov>

Cc: Owen Carney <ocarney@Opalockafl.gov>

Subject: Re: Emergency Request - Envirowaste Services Group (REQ #20002294) Review & Approval Required 08.20.20

Importance: High

Good Morning:

As requested see attached requisition #20002294. Proposal entered for **Envirowaste Services Group** for storm drain maintenance throughout City. Item awaits approval by ALL parties for issuance of PO number.

Copy of Purchase Order requested as soon as possible.

Thank you for your attention.

=====

From: John E. Pate

Sent: Thursday, August 13, 2020 1:42 PM

To: Airia Austin <Aaustin@Opalockafl.gov> **Cc:** Owen Carney <ocarney@Opalockafl.gov>

Subject: Re: Storm Drains Maintenance

Airia, Go forward with an emergency procurement based on our declared flood emergency procure. See if Bob agrees.

Kathy Phillips, Exec. Sec.

City of Opa-locka, Public Works and Utilities Department

12950 Lejeune Road (42nd Avenue)

Opa-locka, Florida 33054

(305) 953-2828 Office ; (305) 953-2824 Fax

kphillips@opalockafl.gov ; Website: opalockafl.gov



CITY OF OPA-LOCKA, FLORIDA

**CITY HALL
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FL 33054
Tel: 305-953-2868**

PAGE NO. 1

V 18929 FAX: 877-637-9659
E ENVIROWASTE SERVICES GROUP INC.
N 18001 OLD CUTLER ROADS
D SUITE 554
O PALMETTO BAY FL 33157
R

S
H
I
P

T
O

PUBLIC WORKS DEPARTMENT
CITY OF OPA-LOCKA
12950 LEJEUNE ROAD
OPA-LOCKA, FL 33054
ATTN: OWEN CARNEY/K. PHILLIPS

ORDER DATE: 08/25/20			BUYER: CITY OF OPA-LOCKA		REQ. NO.: 20002294		REQ. DATE: 08/21/20	
TERMS: NET 30 DAYS			F.O.B.:		DESC.: STORM DRAIN MAINTENANCE			
ITEM#	QUANTITY	UOM	DESCRIPTION			UNIT PRICE	EXTENSION	
01	1.00		PROPOSAL 08/13/2020 STORM DRAIN MAINTENANCE CLEAN STORM DRAINS & CONNECTING PIPES (SEE ATTACHED PROPOSAL)			24750.0000	24,750.00	
ITEM#			ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 24,750.00	
01 43			538340		24,750.00		TOTAL \$ 24,750.00	
PREPAY ALL FREIGHT & ADD TO INVOICE FURNISHING BILL OF LADING. PO NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, & CORRESPONDENCE. IMPORTANT: Mail Invoice in DUPLICATE showing Purchase Order Number to Finance Department - PO Box 540371- OPA-LOCKA, Florida 33054 immediately upon delivery.								

See Reverse Side For Additional Information.

APPROVED BY

DIRECTOR OF PURCHASING

**CITY OF OPA-LOCKA AGREEMENT FOR
CATCH BASIN MAINTENANCE SERVICES**

**(Piggyback of City of Doral Competitive Award with Envirowaste
Services Group, Inc.)**

This Agreement is made this ____ day of _____, 2021, 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 Envirowaste Services Group, Inc. whose address is 550 S. Dixie Hwy #300, Coral Gables, FL 3314 (the "**Contractor**").

WITNESSETH

WHEREAS, the City of Opa-Locka ("City") seeks to mitigate flooding and water pollution during the rainy season. This type of cleanup is required to be done periodically to prevent water pollution and flooding as a result of stormwater runoff; and

WHEREAS, the Contractor desires to enter into this Agreement with City to provide for catch basin maintenance services for the City of Opa-Locka's stormwater drainage infrastructure; and

WHEREAS, the City of Doral has considered a bid submitted by Envirowaste Services Group, Inc. ("Contractor") in response to its Request for Proposals #2013-32; and

WHEREAS, pursuant to Resolution 14-36, the City of Doral subsequently entered into a Contract with the Contractor for cleaning of catch basins, cleaning of pipe and other miscellaneous items to complete project (Contract and Renewals attached hereto as Composite Exhibit "A"); and

WHEREAS, the contract was negotiated for an initial term of two (2) years with the option to renew for additional two one (1) year terms. The initial two (2) year contract expired on March 24, 2016, the 1st one year extension expired on March 24, 2017 and the 2nd one year extension expired on March 24, 2018. A final 6-month extension was given and expired on September 30, 2018. The City of Doral Mayor and City Council-Members approved Resolution 18-156 extending the agreement for an additional two (2) years with the option to renew for additional two one (1) year terms. The two (2) year extension expired on September 30, 2020. On August 25, 2020, the contract was extended for a one (1) year period and will expire on September 30, 2021; and

WHEREAS, the Contractor agrees to provide catch basin maintenance services to the City of Opa-Locka in an amount not to exceed Twenty Eight Thousand Dollars (\$28,000.00); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Doral and Contractor as set forth in Request for Proposals #2013-32 for the provision of catch basin maintenance services, known as cleaning of stormwater draining and connecting pipe; 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 on _____ and continues through September 30, 2021.

Section 2. Contract Terms. The Contractor agrees to provide the City with catch basin maintenance services in accordance with the City's requirements as set forth herein and the Standard Contract between the City of Doral and Contractor executed by the parties in March 2014; 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 Doral and Contractor 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 for catch basin maintenance services. 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, the City Manager shall be the City Representative.

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 Doral with regard to any and all provisions of the City of Doral Agreement applicable hereto, the RPQ/RFP, 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: John E. Pate, 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: Russ Wilson, Director and Chairman
 550 S. Dixie Hwy #300
 Coral Gables, FL 33146

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.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

Date: _____

By: _____

John E. Pate, 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:
Envirowaste Services Group, Inc.

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: May 04, 2021
SUBMITTED TO: Opa Locka, City of
STREET: 12950 Le Jeune Rd. (NW 42nd Ave)
CITY, STATE & ZIP: Opa Locka, FL 33054
PHONE: (305) 953-2868
FAX: (305) 953-2900
EMAIL: ocarney@opalockafl.gov
JOB NAME: City Wide Storm Drain Cleaning
ATTENTION: Owen Carney

PROPOSAL #P21652

We propose to furnish a crew and all necessary equipment to clean storm drain system as instructed by personnel for the City of Opa Locka. We will perform this work by piggy Backing the Broward County School Board Contract 15-106C at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Clean Catch Basins	(at \$45.00 Each)	100 Each	\$4,500.00
Disposals (Estimated)	(at \$190.00 Per cu. Yd.)	210 cu. yd(s).	\$39,900.00
Clean 12-24 inch storm drain pipe	(at \$3.00 Per L.F.)	17000 L.F.	\$51,000.00
Estimated Total:			\$95,400.00

This proposal is based on direct access to call storm drains, none in backyards or in retention area's and structures and lines that do not need to be pumped down.

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms are COD (cash delivery) or Credit Card payment prior to job scheduling.

(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Augustin Chavez

TITLE
Estimator

DATE
05/04/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF HOLLYWOOD, FLORIDA'S CONTRACT WITH ENVIROWASTE SERVICES GROUP, INC. FOR QUALIFIED PROFESSIONAL SERVICES TO MAKE REPAIRS ON THE PUMP STATION #8 BASIN WASTEWATER COLLECTION GRAVITY SYSTEM, IN AN AMOUNT NOT TO EXCEED THIRTY-THREE THOUSAND, THREE HUNDRED DOLLARS (\$33,300.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") seeks to make a repair on the Pump Station #8 Basin Wastewater Collection Gravity System at 2390 NW 147th Street, within the City; and

WHEREAS, during the lining process of this collection basin's mains, it was discovered that there is reverse flow between two manholes. The proposed repair will correct this problem, improving the operation of the station; and

WHEREAS, the project to be completed by Envirowaste Services Group, Inc. shall not exceed Twenty-Eight Thousand, Three Hundred Dollars (\$28,300.00), as provided in Contractor's Project Proposal in Exhibit "A". Staff also recommends the establishment of a Five Thousand Dollar (\$5,000) contingency to address unforeseen situations requiring change orders which may arise; and

WHEREAS, the City of Hollywood considered the bid submitted by Envirowaste Services Group, Inc. ("Contractor") in response to its Notice to Bidders for Project Number 20-9706 dated June 30, 2020; and

WHEREAS, the City of Hollywood subsequently entered into a two and a half year Contract on March 10, 2021 with Contractor (attached hereto as Exhibit "A"), for Gravity Sewer System Condition Assessment and Renewal and Replacement Inflow/Infiltration (I/I) Excavated Point Repairs; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Hollywood's Contract with Envirowaste Services Group, Inc., in order to benefit from already negotiated rates for Gravity Sewer System Condition Assessment and Renewal and Replacement (Inflow/Infiltration I/I) Excavated Point Repair Services and enter into an agreement to make repairs on the Pump Station #8

Basin Wastewater Collection Gravity System, attached hereto as Exhibit "B", in an amount not to exceed Twenty-Eight Thousand, Three Hundred Dollars (\$28,300.00), with an additional Five Thousand Dollar (\$5,000) contingency to address unforeseen situations requiring change orders which may arise.

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 the City of Hollywood's Contract with Envirowaste Services Group, Inc. and enter into an agreement to make repairs on the Pump Station #8 Basin Wastewater Collection Gravity System, attached hereto as Exhibit "B", in an amount not to exceed Thirty-Three Thousand, Three Hundred Dollars (\$33,300.00).

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 14th day of July 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07/14/2021		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		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	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Sanitary Sewer Main Line Repair at 2390 NW 147th Street

Staff Summary:

This request is to piggyback an existing contract with the City of Hollywood for qualified professional services to make a repair on the Pump Station #8 basin wastewater collection gravity system. During the lining process of this collection basin's mains, it was discovered that there is reverse flow between two manholes. This repair will correct this problem, improving the operation of the station. The job will be completed by Envirowaste Services Group, Inc. for \$28,300.

Financial Impact

Staff also recommends the establishment of a \$5,000 contingency to address unforeseen situations requiring change orders which may arise.

Account	Description	Available	Project	Remaining Balance
35-535340	Other Contracted Services	\$106,813	\$33,300	\$73,513

Proposed Action:

Staff recommends the City Commission approve the Envirowaste Services Group, Inc. proposal for \$28,300 and further authorizes a contingency of \$5,000 to be used for change orders which may become necessary due to unforeseen circumstances.

Attachment:

1. Agenda
2. Proposal Provided by Envirowaste
3. Piggyback Contract with the City of Hollywood.
4. Contract Agreement between the City and Envirowaste



SPECIFIC WORK ORDER
BETWEEN
ENVIROWASTE SERVICES GROUP, INC.
and
City of OpaLocka

The parties to this Specific Work Order are parties to this Professional Services dated June 11, 2021 (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RE: Proposed sanitary sewer main line repair at 2390 NW 147 Street OpaLocka, FL

	<u>Qty</u>	<u>unit</u>	<u>Unit price</u>	<u>Total</u>
Traffic control (barricades for 4 days 10 barricades ea day)	40	DAY	\$15.00	\$600.00
Traffic control (arrowboard)	4	DAY	\$275.00	\$1,100.00
By-pass pumping (6" to 10" sewer)	2	DAY	\$1,000.00	\$2,000.00
Point repair on 6" through 10" sanitary gravity main pipe (12' to 14' in depth) not to exceed 15' in length	1	EA	\$10,000.00	\$10,000.00
Wellpoint system	3	DAY	\$4,500.00	\$13,500.00
Asphalt pavement restoration (20' x 20' per trench)	44	SY	\$25.00	\$1,100.00
Total=				\$28,300.00

All permits and off-duty police are not included in this proposal.

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on _____. **IN WITNESS WHEREOF**, the parties have duly executed this Specific Work Order as of the day and year first above written.

Client

"CONSULTANT" (**ENVIROWASTE SERVICES GROUP, INC.**)
A Florida Corporation

SIGNATURE

Mike Garcia

NAME / TITLE

Operations
TITLE

DATED

6/11/2021

DATED



NOTICE TO PROCEED**To:** Envirowaste Services Group, Inc.**Project Name:** **Gravity Sewer System Condition Assessment and
Renewal and Replacement Inflow/Infiltration (I/I)
Excavated Point Repairs****Project No.:** 20-7106**Contract Amount:** \$1,144,967.50

This is your **Notice to Proceed** on the above referenced project. You are hereby notified to commence work on the contract on **March 11, 2021**, and shall substantially complete said work within **910** calendar days respectively thereafter. Your completion date is **September 7, 2023**. Please obtain all permits required under this contract prior to commencing any construction activities. Permit fees for any permit issued by the City of Hollywood Building Division at Planning and Development Services will be paid by the City. When applicable, please obtain all appropriate permit fee vouchers from the Department of Public Utilities Engineering and Construction Services Division prior to applying for your permits.

The contract provides for an assessment of the sum of **\$1,000.00** as liquidated damages for each consecutive calendar day after the project substantial completion date.

Dated this 11th **day of** March, 2021**By:** 
Clece Aurelus, P.E.
Title: Engineering Support Services Manager

ACCEPTANCE OF NOTICE**Receipt of the foregoing Notice to Proceed is hereby acknowledged.****By (signature):** 
Envirowaste Services Group, Inc.**Dated this** 11 **day of** March, 2021**By (print name):** Eduardo Barba
Title: Corporate Secretary

NOTICE OF AWARD

To: Envirowaste Services Group, Inc.

Project Name: Gravity Sewer System Condition Assessment, Renewal & Replacement (I/I) Program (Level 2) Excavated Point Repairs **No:** 20-7106

Project Description: Performing sanitary sewer repairs and grouting abandoned sewer pipes and installation; providing temporary sanitary sewer service laterals, bypass pumping/or plugging and other miscellaneous items to complete projects.

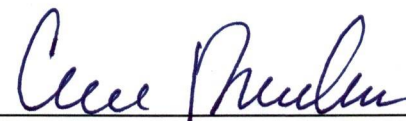
The **City of Hollywood, FL** has considered the bid submitted by you for the above-described work in response to its Notice to Bidders dated **June 30, 2020** and Instructions to Bidders.

You are hereby notified that your bid has been accepted for construction of the work in the amount of **\$1,144,967.50**.

You are required under the terms of the Instructions to Bidders to execute the Agreement and to furnish the required bonds and certificates of insurance within 10 calendar days from the date of this notice.

If you fail to execute said Agreement and to furnish said bonds and certificates of insurance within 15 calendar days from the date of this notice, the City will be entitled to consider all your rights arising out of the City's acceptance of your bid to be abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 26TH day of JAN 2021

By: 
Clece Aurelius, P.E.
Title: Engineering Support Services Manager

ACCEPTANCE OF NOTICE

Dated this _____ day of _____ 2021

By: _____
Title: _____

R-2021-020

PROJECT 20-7106

CITY OF HOLLYWOOD
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
GRAVITY SEWER SYSTEM CONDITION ASSESSMENT AND
RENEWAL AND REPLACEMENT (INFLOW/INFILTRATION- I/I)
EXCAVATED POINT REPAIRS

JUNE 2020



Prepared by:
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
1621 N 14th Avenue
PO Box 229045
Hollywood, FL 33022-9045

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01025	Basis of payment
01090	Applicable Standards and Code
01200	Project Meetings
01300	Submittals
01400	Quality Control
01410	Contractor's Health and Safety Plan
01510	Temporary Utility Services and Staging Area
01530	Protection of Existing Facilities
01550	Site Access and Storage
01560	Temporary Environmental Controls
01570	Traffic Regulations and Maintenance of Traffic
01600	Equipment and Materials
01700	Project Closeout
01740	Permits

DIVISION 2 - SITE WORK

02080	Abandonment, Removal, and Disposal of Existing Pipelines Removed from Service
02100	Clearing and Grubbing
02140	Dewatering
02141	Temporary Bypass Pumping Systems
02222	Excavation and Backfill for Utilities
02225	Contaminated Soils and Groundwater
02332	Limerock Base
02500	Landscaping
02507	Prime and Tack Coats
02510	Asphaltic Concrete Pavement
02526	Concrete Pavement, Curb and Walkway
02580	Pavement Marking and Signs
02581	Traffic Signs
02582	Raised Retro-reflective Pavement markers
02750	Wastewater Flow Control

02751	Preparatory Cleaning and Root Removal
02752	Television Survey
02757	Point Repair Sanitary Sewer
02759	Replacement of Sanitary Services
02760	Service Lateral Television Survey
02763	Chemical Grouting
02764	Cured-in-Place Sectional Pipe Lining
02765	Cured-in-Place Lining
02770	Cured-in-Place T-Liner

DIVISION 3 - CONCRETE

03300	Cast-in-Place Concrete, Reinforcing and Formwork
03305	Concrete and Grout
03315	Grout
03375	Flowable Fill

DIVISION 4 - MASONRY (NOT USED)

DIVISION 5 - METALS (NOT USED)

DIVISION 6 - WOOD AND PLASTICS (NOT USED)

DIVISION 7 - THERMAL AND MOISTURE PROTECTION (NOT USED)

DIVISION 8 - DOORS AND WINDOWS (NOT USED)

DIVISION 9 - FINISHES (NOT USED)

DIVISION 10 - SPECIALTIES (NOT USED)

DIVISION 11 - EQUIPMENT (NOT USED)

DIVISION 12 - FURNISHING (NOT USED)

DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 - CONVEYING SYSTEMS (NOT USED)



CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION (ECSD)

SECTION 00030

NOTICE TO BIDDERS

PROJECT NAME: Gravity Sewer System Condition Assessment and Renewal and Replacement Inflow/Infiltration (I/I) Excavated Point Repairs

PROJECT NUMBER: 20-7106

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hollywood, Florida, is advertising for sealed bids which shall be submitted to the City Clerk's Office (City Hall, 2600 Hollywood Blvd., Room 221) of the City of Hollywood, Florida, until 10:00 a.m., local time, **Thursday, August 27, 2020**. On **Thursday, August 27, 2020 at 11:00 a.m.** the bids will be opened and read publicly in the Department of Public Utilities, Engineering and Construction Services (ECSD) Conference Room at 1621 N. 14th Avenue, Building A, Hollywood, Florida.

A mandatory pre-bid conference will be conducted through WebEx telephone meeting on July 22, 2020 at 3:00 p.m. Any member of the public wishing to attend this conference must email the Project Manager, Vernal Sibble, P.E. (vsibble@hollywoodfl.org) prior to 6:00 p.m. on July 20, 2020 and provide their name, company, telephone and email address. Those without internet access or who may need additional assistance, may call Public Utilities Engineering and Construction Services Division at 954-921-3930 prior to 6:00 p.m. on June 20, 2020.

The Bid Package and Contract documents can be downloaded at DemandStar Website <https://demandstar.com/>. Technical assistance questions shall be submitted in writing no later than **July 29, 2020 at 6:00 p.m.**, to the Project Manager, Vernal Sibble, P.E., vsibble@hollywoodfl.org.

Each bid must be accompanied by a Bid Security in an amount no less than ten percent (10%) of the bid amount. Said security shall be in the form of a Certified Check or Cashier's Check on a solvent National or State Bank, or a bid bond executed by the Bidder and a qualified Surety, satisfactory and payable to the City of Hollywood, Florida.

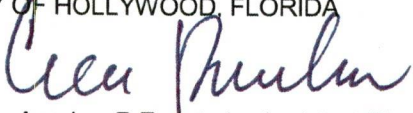
A Cone of Silence is in effect with respect to this bid. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(F) of the City's Code of Ordinances. The City of Hollywood is strongly committed to ensuring the participation of local Hollywood vendors in the procurement of goods and services. For additional information about the City's Local Preference Ordinance, visit www.hollywoodfl.org.

It will be the Bidder's sole responsibility to hand-deliver or mail his/her proposal to the City Clerk's Office at City Hall so that it arrives on or before the closing hour and date for the receipt of bids as noted above.

The City Commission reserves the right to reject any or all bids, to waive informalities and to accept or reject all or any part of any bid, as they may deem to be in the best interest of the City of Hollywood, Florida.

Dated this 30th Day of June 2020

CITY OF HOLLYWOOD, FLORIDA


Clece Aurelus, P.E., Interim Assistant Director
Department of Public Utilities - ECSD

20-7106

Gravity Sewer System Assessment and Renewal and Replacement (Inflow/Infiltration I/I) Excavated Point Repairs

00030-1

SECTION 00200



NOTICE OF IMPOSITION OF CONE OF SILENCE

On **June 30, 2020** the City of Hollywood, Florida Department of Public Utilities issued the following:

Bid #20-7106 Gravity Sewer System Condition Assessment and Renewal and Replacement (Inflow/Infiltration I/I) Excavated Point Repairs.

Project Scope: The work to be performed under this Contract shall consist of performing sanitary sewer repairs and grouting abandoned sewer pipes and installation; provides temporary sanitary sewer service laterals, bypass pumping/or plugging, and other miscellaneous items for a completed project. Contractor shall furnish all tools, equipment, materials, supplies and with minimum traffic disruption or sewer down time.

Pursuant to Section 30.15(F) of the Code of Ordinances, a Cone of Silence has been imposed on the items set forth above. The Cone of Silence will continue until the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation. If the City Commission refers the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

c: City Commission Office
City Manager
City Clerk (sunshine board)
Affected department(s)/office(s)

- END OF SECTION -

SECTION 00300 – PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED August 27, 2020

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, any Exhibits if applicable, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work as per Project Schedule of Section 00800, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom.

The BIDDER acknowledges receipt of the following addenda:

No. 1 Dated 8/6/20

No. _____ Dated _____

No. _____ Dated _____

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

10% of Bid Amount _____ Dollars (\$)) according to the

conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

(Signature of Individual)

(Printed Name of Individual)

(Address)

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A
TRADE NAME:

(Name of Firm)

(Address)

(Signature of Individual) (SEAL)

WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

WHEN THE BIDDER IS A JOINT VENTURE:

(Correct Name of Corporation)

By: _____
(SEAL)
(Address)

(Official Title)

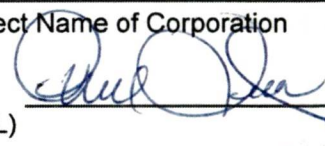
As Joint Venture
(Corporate Seal)

Organized under the laws of the State of _____, and authorized
by the law to make this bid and perform all Work and furnish materials and equipment
required under the Contract Documents.

WHEN THE BIDDER IS A CORPORATION:

EnviroWaste Services Group, Inc

(Correct Name of Corporation)

By: 

(SEAL)

CEO

(Official Title)

18001 Old Cutler Rd, #554 Palmetto Bay, Fl. 33157

(Address of Corporation)

Organized under the laws of the State of Florida, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

EnviroWaste Services Group, Inc

(Name of Corporation)

RESOLVED that Paul Quentel

(Person Authorized to Sign)

CEO

of EnviroWaste Services Group, Inc

(Title)

(Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

CITY OF HOLLYWOOD, FLORIDA

GRAVITY SEWER SYSTEM CONDITION ASSESSMENT AND RENEWAL AND
REPLACEMENT (INFLOW/INFILTRATION I/I) EXCAVATED POINT REPAIRS

PROJECT NO. 20-7106

The foregoing is a true and correct copy of the Resolution adopted by

EnviroWaste Services Group, Inc

(Name of Corporation)

at a meeting of its Board of

Directors held on the June day of 16, 2017.

SECTION 00301

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION DIVISION**

PROPOSAL BID FORM

**Project Name: Gravity Sewer System Condition Assessment and Renewal and Replacement
Inflow/Infiltration (I/I) Excavated Point Repairs**

Project No.: 20-7106

If the proposal is accepted, the undersigned Bidder agrees to complete all work under this Contract within **910** calendar days following the issuance of the Notice to Proceed. Provide a unit price for each line item. All entries on this form must be typed or written in block form in ink.

BID BASE**CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item	Description	Units	Qty	Unit Price	Total
1	Point repairs and 6 inch through 10 inch gravity pipe (up to 6 feet in depth)	EA	40	\$4,750-	\$190,000-
2	Point repairs and 6 inch through 10 inch gravity pipe (6 to 8 feet in depth)	EA	20	\$5,000-	\$100,000-
3	Point repairs and 6 inch through 10 inch gravity pipe (8 to 10 feet in depth)	EA	10	\$6,850-	\$68,500-
4	Point repairs and 6 inch through 10 inch gravity pipe (10 to 12 feet in depth)	EA	1	\$8,750-	\$8,750-
5	Point repairs and 6 inch through 10 inch gravity pipe (12 to 14 feet in depth)	EA	1	\$10,000-	\$10,000-
6	Point repairs and 6 inch through 10 inch gravity pipe (14 to 16 feet in depth)	EA	1	\$12,000-	\$12,000-
7	Point repairs and 12 inch through 15 inch gravity pipe (up to 6 feet in depth)	EA	5	\$6,400-	\$32,000-
8	Point repairs and 12 inch through 15 inch gravity pipe (6 to 8 feet in depth)	EA	5	\$7,500-	\$37,500-
9	Point repairs and 12 inch through 15 inch gravity pipe (8 to 10 feet in depth)	EA	3	\$10,000-	\$30,000-
10	Point repairs and 12 inch through 15 inch gravity pipe (10 to 12 feet in depth)	EA	2	\$11,000-	\$22,000-
11	Point repairs and 12 inch through 15 inch gravity pipe (12 to 14 feet in depth)	EA	1	\$14,000-	\$14,000-
12	Point repairs and 12 inch through 15 inch gravity pipe (14 to 16 feet in depth)	EA	1	\$15,000-	\$15,000-
13	Point repairs and 18 inch through 21 inch gravity pipe (up to 8 feet in depth)	EA	1	\$9,500-	\$9,500-
14	Point repairs and 18 inch through 21 inch gravity pipe (8 to 12 feet in depth)	EA	1	\$14,000-	\$14,000-

BID BASE**CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item	Description	Units	Qty	Unit Price	Total
15	Point repairs and 18 inch through 21 inch gravity pipe (12 to 16 feet in depth)	EA	1	\$17,500-	\$17,500-
16	Install CIP sectional pipe liner, 8 inch to 12 inch diameter (8 feet in length, all depths)	EA	10	\$3,000-	\$30,000-
17	Install CIP sectional pipe liner, 15 inch to 18 inch diameter (8 feet in length, all depths)	EA	1	\$4,000-	\$4,000-
18	Install CIP sectional pipe liner, 24 inch diameter (8 feet in length, all depths)	EA	1	\$4,500-	\$4,500-
19	Install CIP sectional pipe liner, 8 inch to 12 inch diameter (additional length >8 feet and up to 12 feet, all depths)	LF	8	\$250-	\$2,000-
20	Install CIP sectional pipe liner, 15 inch to 18 inch diameter (additional length >8 feet and up to 12 feet, all depths)	LF	8	\$250-	\$2,000-
21	Install CIP sectional pipe liner, 24 inch diameter (additional length >8 feet and up to 12 feet, all depths)	LF	8	\$250-	\$2,000-
22	Excavate, cut and reinstall new 8 inch FM connection. No bypass	EA	1	\$7,500-	\$7,500-
23	Excavate, cut and reinstall new 12 inch FM connection. No bypass	EA	3	\$8,500-	\$25,500-
24	Excavate, cut and reinstall new 16 inch FM connection. No bypass	EA	1	\$10,500-	\$10,500-
25	Excavate, cut and reinstall new 20 inch FM connection. No bypass	EA	2	\$13,000-	\$26,000-
26	Excavate, cut and reinstall new 24 inch FM connection. No bypass	EA	1	\$17,500-	\$17,500-
27	Install polyethylene fused-on saddle (open Trench)	EA	10	\$950-	\$9,500-
28	Sewer main cleaning and TV inspection (6 inch through 12 inch)	L.F.	6,000	\$2.15	\$12,900-
29	Sewer main cleaning and TV inspection (14 inch through 24 inch)	L.F.	750	\$4.95	\$3,712.50
30	Sewer main cleaning and TV inspection (30 inch through 36 inch)	L.F.	800	\$9.50	\$7,600-
31	Sewer main cleaning and TV inspection (42 inch through 48 inch)	L.F.	500	\$15.00	\$7,500-
32	Sewer lateral cleaning and TV inspection from main toward the private property (up to 30 feet)	EA	20	\$300-	\$6,000-
33	Sewer lateral cleaning and TV inspection from main toward the private property (beyond 30 feet)	L.F.	1	\$15-	\$15-

BID BASE**CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item	Description	Units	Qty	Unit Price	Total
34	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	EA	1	\$275-	\$275-
35	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	L. F.	1	\$15-	\$15-
36	Mechanical root or grease removal (12 inch and smaller)	L.F.	500	\$7.50	\$3,750-
37	Mechanical root or grease removal (15 inch to 21 inch)	L.F.	500	\$10-	\$5,000-
38	Mechanical tuberculation/concrete removal (12 inch to smaller)	L.F.	500	\$10-	\$5,000-
39	Mechanical tuberculation/concrete removal (15-inch to 24- inch)	L.F.	100	\$12-	\$1,200-
40	Mechanical tuberculation/concrete removal (30 inch to 36 inch)	L.F.	100	\$30-	\$3,000-
41	Mechanical tuberculation/concrete removal (42 inch to 48 inch)	L.F.	100	\$45-	\$4,500-
42	Grout 8 inch pipe abandoned (up to 12 feet depth)	L.F.	1,500	\$6-	\$9,000-
43	Grout 12 inch pipe abandoned (up to 12 feet depth)	L.F.	450	\$7.50	\$3,375-
44	Grout 16 inch pipe abandoned (up to 12 feet depth)	L.F.	2,500	\$9.50	\$23,750-
45	Grout 24 inch pipe abandoned (up to 12 feet depth)	L.F.	100	\$34-	\$3,400-
46	Protuding service connection removal by internal means.	EA	1	\$500-	\$500-
47	Exploratory excavation in grass area (up to 5 feet depth)	EA	20	\$450-	\$9,000-
48	Exploratory excavation in asphalt or concrete area (up to 5 feet depth)	EA	5	\$800-	\$4,000-
49	Exploratory excavation (over 5 feet depth)	V.F.	20	\$75-	\$1,500-
50	Bypass pumping (6 inch through 10 inch sewer)	DAY	6	\$1,000-	\$6,000-
51	Bypass pumping (12 inch and 16 inch sewer)	DAY	1	\$1,500-	\$1,500-
52	Bypass pumping (18 inch and 24 inch sewer)	DAY	1	\$3,000-	\$3,000-
53	Bypass pumping (30 inch through 36 inch sewer)	DAY	1	\$4,500-	\$4,500-
54	Bypass pumping (42 inch and 48 inch sewer)	DAY	1	\$6,000-	\$6,000-

BID BASE**CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item	Description	Units	Qty	Unit Price	Total
55	Cleanout Installation in grass area (up to 5 feet in depth)	EA	10	\$800-	\$8,000-
56	Cleanout Installation in asphalt area (up to 5 feet in depth)	EA	1	\$1,100-	\$1,100-
57	Cleanout Installation in concrete area (up to 5 feet in depth)	EA	1	\$1,150-	\$1,150-
58	Cleanout Installation (beyond 5 feet in depth)	V.F.	10	\$200-	\$2,000
59	Cleanout Installation (open trench)	EA	1	\$600-	\$600-
60	Asphalt roadway replacement (2 Inch Thick)	S.Y.	1,500	\$25-	\$37,500-
61	Asphalt pavement overlay (1 inch thick)	S.Y.	100	\$15-	\$1,500-
62	Concrete sidewalk replacement	S.Y.	100	\$80-	\$8,000-
63	Concrete curb and gutter replacement	L.F.	100	\$25-	\$2,500-
64	Asphalt driveway replacement	S.Y.	100	\$25-	\$2,500-
65	Concrete driveway replacement	S.Y.	100	\$70-	\$7,000-
66	Replace concrete slabs and/or aprons	S.Y.	100	\$95-	\$9,500-
67	Sod replacement	S.F.	2,300	\$1.00	\$2,300-
68	Work in rear yard easement (applicable to Items 1 to 15 & 22 to 26)	EA	10	\$1.00	\$10-
69	Work in rear yard easement (applicable to Items 16 to 18 & items 50 to 54)	EA	40	\$1.00	\$40.00
70	Traffic control - Flagman (each)	HR	50	\$50-	\$2,500-
71	Traffic control - Arrow Board (each)	DAY	5	\$275-	\$1,375-
72	Traffic control - Barricade (each)	DAY	10	\$15-	\$150-
73	Expedited mobilization (within 24 hours of request)	EA	1	\$2,000	\$2,000
74	Additional excavation (more than 2 feet below the pipe), disposal of muck, furnish and install additional backfill materials	C.Y.	500	\$5.00	\$2,500-

BID BASE**CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item	Description	Units	Qty	Unit Price	Total
55	Cleanout Installation in grass area (up to 5 feet in depth)	EA	10	\$800-	\$8,000-
56	Cleanout Installation in asphalt area (up to 5 feet in depth)	EA	1	\$1,100-	\$1,100-
57	Cleanout Installation in concrete area (up to 5 feet in depth)	EA	1	\$1,150-	\$1,150-
58	Cleanout Installation (beyond 5 feet in depth)	V.F.	10	\$200-	\$2,000
59	Cleanout Installation (open trench)	EA	1	\$600-	\$600-
60	Asphalt roadway replacement (2 Inch Thick)	S.Y.	1,500	\$25-	\$37,500-
61	Asphalt pavement overlay (1 inch thick)	S.Y.	100	\$15-	\$1,500-
62	Concrete sidewalk replacement	S.Y.	100	\$80-	\$8,000-
63	Concrete curb and gutter replacement	L.F.	100	\$25-	\$2,500-
64	Asphalt driveway replacement	S.Y.	100	\$25-	\$2,500-
65	Concrete driveway replacement	S.Y.	100	\$70-	\$7,000-
66	Replace concrete slabs and/or aprons	S.Y.	100	\$95-	\$9,500-
67	Sod replacement	S.F.	2,300	\$1.00	\$2,300-
68	Work in rear yard easement (applicable to Items 1 to 15 & 22 to 26)	EA	10	\$1.00	\$10-
69	Work in rear yard easement (applicable to Items 16 to 18 & items 50 to 54)	EA	40	\$1.00	\$40.00
70	Traffic control - Flagman (each)	HR	50	\$50-	\$2,500-
71	Traffic control - Arrow Board (each)	DAY	5	\$275-	\$1,375-
72	Traffic control - Barricade (each)	DAY	10	\$15-	\$150-
73	Expedited mobilization (within 24 hours of request)	EA	1	\$2,000	\$2,000
74	Additional excavation (more than 2 feet below the pipe), disposal of muck, furnish and install additional backfill materials	C.Y.	500	\$5.00	\$2,500-

BID BASE**CONTRACTOR MUST PROVIDE UNIT PRICE FOR EACH LINE ITEM**

Item	Description	Units	Qty	Unit Price	Total
75	Well point system, 25 points, complete	DAY	10	\$4,500-	\$45,000-
76	Well point system, 50 points, complete	DAY	10	\$5,000-	\$50,000-
77	Undefined Allowance, cost allowance for work as directed by Engineer and upon authorization by the City of Hollywood Director of Public Utilities due to undefined conditions.	L.S.	1	\$ 100,000.00	\$ 100,000.00

TOTAL BASE BID FOR COMPLETE PROJECT:**\$1,144,967.50**

TOTAL BASE BID IN WRITING: One million one hundred forty four thousand, nine hundred sixty seven
And fifty cents

NOTES:

- 1 REFER TO SECTION 01025 FOR ADDITIONAL DESCRIPTION OF ITEMS.
- 2 SUBSTANTIAL COMPLETION SHALL BE AS DEFINED IN THE PROJECT SCHEDULE IN THE SUPPLEMENTARY GENERAL CONDITIONS (SGC'S).
- 3 CLOSEOUT SHALL BE COMPLETED WITH IN 970 DAYS FROM THE ISSUANCE OF THE "NOTICE TO PROCEED".
- 4 THE CONTRACT SHALL BE BASED UPON THE SUM OF THE TOTAL BASE BID.
- 5 WORK ORDERS WILL BE ISSUED AS PROBLEM AREAS ARE IDENTIFIED.
- 6 ANY BID PROPOSAL ITEMS DEEMED UNBALANCED BY THE CITY WILL BE REJECTED.

SECTION 00410 - APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we EnviroWaste Services Group, Inc, as Principal, and Hartford Fire Insurance Company, as

Surety, are held and firmly bound unto the City of Hollywood in the sum of _____
Ten Percent of Amount Bid Dollars (\$ 10%) lawful money
of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, we
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted
the accompanying bid, dated August 27th 2020 for

CITY OF HOLLYWOOD

**GRAVITY SEWER SYSTEM CONDITION ASSESSMENT AND RENEWAL AND
REPLACEMENT (INFLOW/INFILTRATION I/I) PROGRAM – EXCAVATED POINT REPAIRS
CITY PROJECT NO.: 20-7106**

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the
same and shall within ten days after the prescribed forms are presented to him for signature,
enter into a written contract with the CITY, in accordance with the bid as accepted, and give
bond with good and sufficient surety or sureties, and provide the necessary Insurance
Certificates as may be required for the faithful performance and proper fulfillment of such
Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 10th day of July, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

Printed Name of Individual

Witness

Address

Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:



Secretary
Eduardo Barba

EnviroWaste Services Group, Inc

Name of Corporation

18001 Old Cutler Rd, #554

Business Address

Palmetto Bay, Florida. 33157

By: 

(Affix Corporate Seal)

Julio Fojon

Printed Name

President

Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Eduardo Barba, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Julio Fojon who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.



Secretary

(SEAL)

TO BE EXECUTED BY CORPORATE SURETY:

Attest:


Secretary Sarah Belcastro

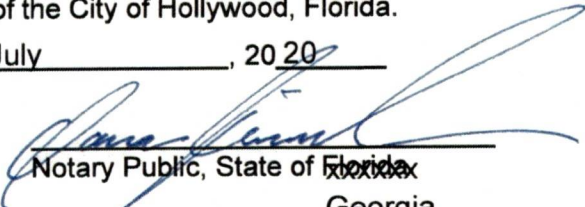
Hartford Fire Insurance Company
Corporate Surety
One Hartford Plaza
Business Address
Hartford, CT 06155-0001

BY: 
(Affix Corporate Seal)

Stephen A. Vann
Attorney-in-Fact
Lockton Companies
Name of Local Agency
1111 Brickell Ave, Suite 2700
Business Address
Miami, FL 33131

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Stephen A. Vann to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Hartford Fire Insurance Company and that he has been authorized by Hartford Fire Insurance Company to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 10th day of July, 2020


Notary Public, State of ~~Florida~~

Georgia

My Commission Expires: 06/20/2023

- END OF SECTION -



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: LOCKTON COMPANIES LLC
Agency Code: 20-263835

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Sarah Belcastro, Stephen A. Vann of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

SECTION 00420

INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: EnviroWaste Services Group, Inc
18001 Old Cutler Rd, #554
Palmetto Bay, Fl. 33157
2. Contractor's Telephone Number: 305-637-9665
and e-mail address: info@ewsg.com
3. Contractor's License (attach copy): CGC1520877
Primary Classification: General Contractor
Broward County License Number (attach copy): _____
4. Number of years as a Contractor in construction work of the type involved in this Contract: Twenty
5. List the names and titles of all officers of Contractor's firm:
Paul Quentel CEO, Melissa Linton CFO, Eduardo Barba Corporate Secretary

6. Name of person who inspected site or proposed work for your firm:
Name: Mike Garcia
Date of Inspection: July 22,2020

7. What is the last project of this nature you have completed?

City of Hollywood 16-7081

8. Have you ever failed to complete work awarded to you; if so, where and why?

No

9. Name three individuals or corporations for which you have performed work and to which you refer:

City of Hollywood, Clece Aurelus

City of Coral Gables, Noel Polo 305-733-0068

City of Sunrise, Gio Batista 954-888-6072

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
Can be provided upon request. This is sensitive information				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

See attached

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

	Work to be Performed	Subcontractor's Name / Address
1.	None	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

NOTE: Attach additional sheets if required.

- END OF SECTION -

SECTION 00435

LOCAL PREFERENCE (EXHIBIT "A")

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

SECTION 00495

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Sloping and trench box

Total \$ \$1,000-

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

Witness Signature

Eduardo Barba

Witness Printed Name
18001 Old Cutler Rd, #554
Palmetto Bay, Fl. 33157

Witness Address

8/17/20

Date

Contractor's Signature

Paul Quentel

Printed Name

CEO

Title

8/17/20

Date

- END OF SECTION -



Summary of Qualifications

EnviroWaste Services Group

EWSG is one of the industry leaders in the maintenance, inspection and repair of storm and sanitary systems throughout the Southeastern United States. EnviroWaste has over 200 employees one of the largest private fleets in the region dedicated to meeting its customers' needs for over 20 years. EWSG's fleet of Vactors, Vac-Cons, industrial cleaners, pump trucks, slip lining pipe bursting, and TV inspection trucks ensure its customers the technology necessary to meet their maintenance and emergency requirements. EnviroWaste has been contracted by municipalities at the local, state and federal levels in multiple states throughout the years. The years of experience have positioned EWSG to work in conjunction with its customers to establish the most appropriate game plan to achieve their respective goals.

Sewer Services



EnviroWaste Services Group Inc., specializes in the cleaning of storm-water drainage systems and sanitary sewers. EWSG provides any services related to storm and sanitary sewers for private clients, commercial industries, municipalities, DOT, government agencies, and more!

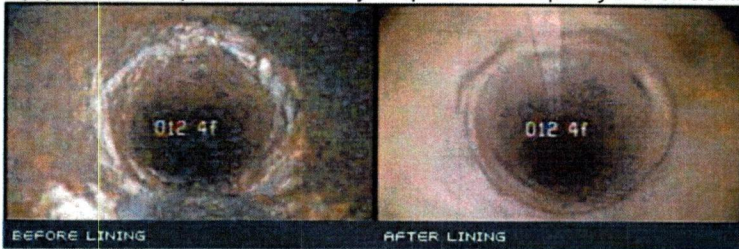
- * Pressure Test, Smoke Test, and Pre and Post Video PACP Inspections
- * Storm and Sanitary Systems Inspection and Cleaning Services
- * Two in House Certified NASSCO PACP/MACP/LACP Trainers
- * Full Horizontal Construction Division Specializing in Sidewalks, C&G, Paving
- * Three Full Time Pipe Bursting / Slip Lining Crews
- * Cementitious and Epoxy Manhole Rehabilitation
- * Full Line or Point Repair Sanitary and Storm Sewers
- * Drainage Installation up to 80" Diameter
- * Lateral Service Line Inspections, Installations, and Lining
- * Repair of Lines using Sealing, Grouting, and Sectionals Liners
- * Full Line CIPP Lining 6"-72"

Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 * (877) 637-9665 * F (877) 637-9659
Offices: Miami, FL * Orlando, FL * Tampa, FL * Kernersville, NC * Atlanta, GA * Pineville, NC
www.EWSG.com * email: info@ewsg.com

ENVIRO

WASTE SERVICES GROUP

A new drainage system is designed to drain in a matter of minutes. It is recommended that regular maintenance is performed on your drainage system at least once a year to ensure proper water flow. Without appropriate care, leaves, sediment, and trash accumulate, pipes corrode, tree roots perforate the pipes, cracks appear in the system, and oil and tire particles from cars build up sludge. These factors cause an obstruction of proper drainage and cause pipe performance to deteriorate, thus rendering your drainage system useless. EnviroWaste has the necessary equipment and experience to identify the problem and quickly and efficiently correct it as well.



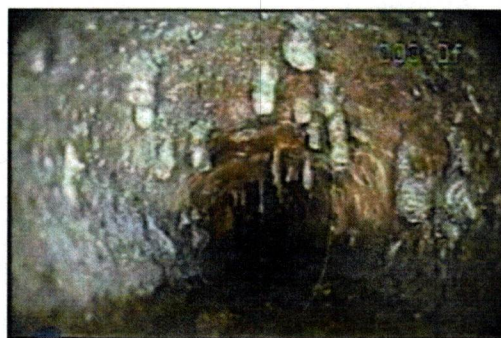
Honorably Serving the Entire Southeaster United States!

CCTV Video Inspection

EnviroWaste's CCTV (closed captioned television) inspection uses custom controlled cameras to locate wreckage within the pipes. Our remote-controlled cameras operate on a four-wheel sled and allow the customer to see the exact condition of their drainage system to identify the problem and its severity. EWSG even offers a new technology that provides cured in place lining services which rehabilitates damaged pipes of any diameter without the costly excavation, while keeping disruptions of service to the very minimum.

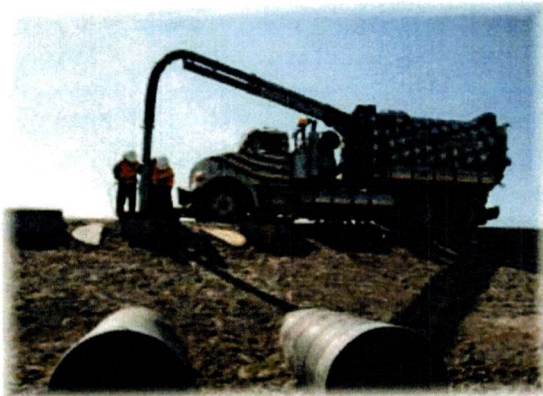


Roots in Sewer



Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 * (877) 637-9665 * F (877) 637-9659
Offices: Miami, FL * Orlando, FL * Tampa, FL * Kernersville, NC * Atlanta, GA * Pineville, NC
www.EWSG.com * email: info@ewsg.com

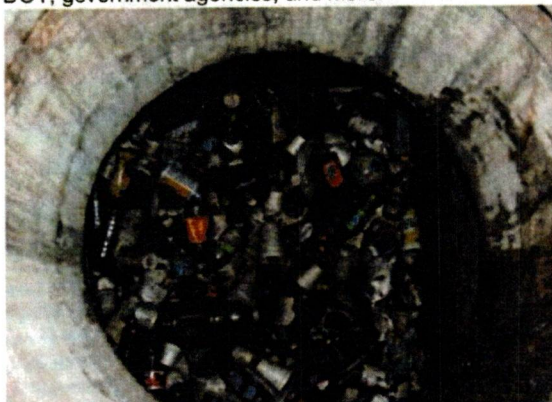
Sewer and Drain Cleaning



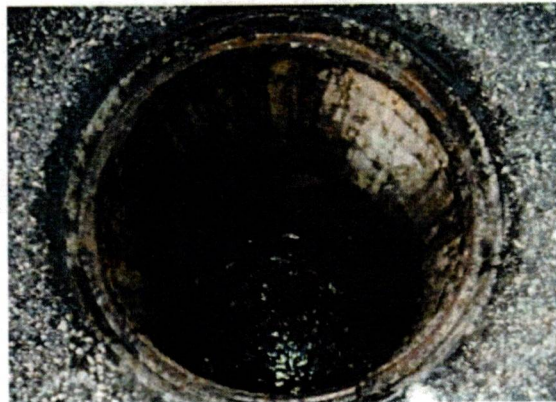
EnviroWaste Services Group has been providing Florida with sewer and drain cleaning services since 1998. EnviroWaste uses the latest, most advanced storm drain cleaning equipment to serve your maintenance and emergency needs.

EnviroWaste has the Southeastern United State's largest fleet of Jet/Vac trucks are specially designed to restore your system to optimal conditions. Unlike "Septic Tank" trucks, which only suck trash out of the manhole, our superior trucks are specially designed to clean catch basins and lines and come equipped with a jet hose with a high-pressure nozzle to completely clear out the pipe walls and a powerful vacuum to dislodge and remove the debris and blockage to provide maximum water flow. EWSG also provides root cutters to properly remove intrusive roots without using chemicals.

EnviroWaste Services Group Inc., specializes in the cleaning of storm-water drainage systems and sewers. EWSG provides any services related to storm and sanitary sewers for private clients, commercial industries, municipalities, DOT, government agencies, and more!



Before Sewer Cleaning



Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 * (877) 637-9665 * F (877) 637-9659
Offices: Miami, FL * Orlando, FL * Tampa, FL * Kernersville, NC * Atlanta, GA * Pineville, NC
www.EWSG.com * email: info@ewsg.com

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 EAC CONSULTING, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE ENGINEERING DESIGN FOR ROADWAY, WATER DISTRIBUTION AND DRAINAGE RECONSTRUCTION FOR NW 131ST STREET BETWEEN NW 31ST AVENUE & NW 32ND AVENUE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to acquire services for the engineering design for NW 131st Street between NW 31 Avenue and NW 32 Avenue to reconstruct the roadway, including drainage and 8-inch DIP watermain; and

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

WHEREAS, more specifically, the City Commission approved entering an agreement with EAC Consulting, Inc. for civil engineering, landscape architectural, structural engineering, traffic engineering, land surveying, construction testing and inspections, utilities engineering services and general consulting engineering services; and

WHEREAS, EAC Consulting Inc. will provide preliminary design, design services, and permitting for the complete reconstruction of the existing roadway, including drainage and replacement of approximately 650 linear feet of an existing 6-inch watermain with an 8-inch diameter water main. The project limits will be within the right-of-way of NW 131st Street between NW 31st Avenue and NW 32nd Avenue; and

WHEREAS, pursuant to the proposal attached hereto as Exhibit "A", the City desires to enter into an agreement with EAC Consulting, Inc., as attached hereto as Exhibit "B", to complete the Engineering Design for NW 131st Street between NW 31st Avenue and NW 32 Avenue for Roadway Reconstruction, including drainage and 8 inch DIP watermain, in an amount not exceed One Hundred Eighty-Six Thousand, Six Hundred Fifteen Dollars (\$186,615.00); and

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

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement, as attached hereto as Exhibit "B", with EAC Consulting, Inc. for continuing professional architectural and engineering consulting services to complete the Engineering Design for NW 131st Street between NW 31st Avenue and NW 32 Avenue for Roadway Reconstruction, including drainage and 8 inch DIP watermain, in an amount not exceed One Hundred Eighty-Six Thousand, Six Hundred Fifteen Dollars (\$186,615.00).

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 14th day of July 2021.

Matthew A. Pigatt, 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 Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



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

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	07/14/2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

**Engineering Design for Roadway, Water Distribution and Drainage Reconstruction for
NW 131 Street between NW 31 Avenue & NW 32 Avenue**

Staff Summary:

EAC Consulting Inc. is one of the consultants selected and approved by the City Commission through Resolution 20-9767 to be part of the City's Library of Licensed Architects and Engineers to provide Architectural and Engineering Consulting Services.

Staff reached out to the consultant to submit a scope and fee proposal for engineering design for NW 131st Street between NW 31 Avenue & NW 32 Avenue to reconstruct the roadway, including drainage and 8-inch DIP watermain.

EAC Consulting Inc. will provide preliminary design, design services, and permitting for the complete reconstruction of the existing roadway, including drainage and replacement of approximately 650 linear feet of an existing 6-inch watermain with an 8-inch diameter water main. The project limits will be within the right-of-way of NW 131st Street between NW 31st Avenue and NW 32nd Avenue.

Financial Impact

Account	Description	Available	Project	Remaining Balance
44-543638	NW 131 St. - Roadway	\$40,000	\$27,992	\$12,008
43-543638	NW 131 St. - Drainage	\$166,000	\$149,292	\$16,708
75-543638	NW 131 St. - Water	\$9,331*	\$9,331	—

* To be funded by Budget Amendment #4. Currently unfunded.

Proposed Action:

Staff recommends the City Commission approve the proposal provided by EAC Consulting Inc.

Attachment:

1. Agenda
2. Proposal provided by EAC Consulting Inc.
3. RFQ_Specific Project Contract with EAC Consulting Inc
4. E-Verify Form

March 25, 2021

Mr. Airia Austin, Public Works Director
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL. 33054

**Re: City of Opa-locka Engineering Consulting Services Agreement RFQ No. 20-0324200
Scope and Fee Proposal for Engineering Design for NW 131st Street (between NW 31st Avenue
and NW 32nd Avenue) Roadway Reconstruction and Drainage
EAC Project No. 20022.LD01-04**

Dear Mr. Austin:

Pursuant to your request, EAC Consulting, Inc. (EAC) has prepared the following scope and fee proposal to prepare engineering design for the NW 131st Street (between NW 30th Avenue and NW 32nd Avenue) Roadway Reconstruction and Drainage. The general scope of the project includes engineering design services for the complete reconstruction of the existing roadway, including drainage and 8-inch DIP watermain.

Our services on this project will be supported by our subconsultants:

- Premiere Design Solutions, Inc. (PDS) – Surveying and Mapping and Subsurface Utility Engineering (SUE)
- Professional Service Industries/Intertek, Inc. (PSI) – Geotechnical Engineering Services
- Smart Sciences, Inc. (SSI) – Environmental Site Assessments
- Grace Professional Solutions, LLC (GPS) – Project Coordination

The anticipated scope of work is as itemized within Attachment 1. We are of the understanding that the work will be undertaken in full compliance with the contract requirements executed by the City Commission.

Please find enclosed the following attachments to this letter:

Attachment 1 – Scope of Services
Attachment 2 – Fee Schedule Summary
Attachment 3 – Subconsultant's Proposals

The following information will be required for us to commence engineering services.

- Written authorization to proceed with services (Work Order and/or Official Correspondence)

Please feel free to call me at 305-265-5400 with any questions you may have.

Sincerely,
EAC Consulting, Inc.



Michael Adeife, P.E.
Senior Vice President

cc: File; Donna Grace, P.E

ATTACHMENT 1

SCOPE OF SERVICES

Engineering Design for NW 131st Street (between NW 31st Avenue and NW 32nd Avenue) Roadway Reconstruction and Drainage

EAC's specific scope of work will include:

EAC will provide preliminary design, design services, and permitting, for the complete reconstruction of the existing roadway, including drainage, replacement of approximately 650 linear feet of an existing 6-inch water main with an 8-inch diameter water main. The project limits will be within the right-of-way of NW 131st Street between NW 31st Avenue and NW 32nd Avenue (See Figure 1).



Figure 1
NW 131st Street Roadway Reconstruction Project Limits

Specifically, EAC will develop and deliver the following tasks:

TASK 1 - PROJECT MANAGEMENT AND PRE-DESIGN ENGINEERING COORDINATION SERVICES

1.1 Project Kick-Off Meeting

EAC will coordinate a project kick-off meeting with the City within two (2) weeks after receiving notice-to-proceed. The purpose of this task is to initiate the project, which includes identifying project protocols, establishing coordination between EAC Consulting, Inc., and City of Opa-locka's staff, collection of all available data such as as-built drawings from the City, and establishing schedules for the submission and reviews of phased submittals.

1.2 Project Management

EAC will provide Project Management and Administration services that will comprise of contract administration, preparation of invoices, coordination with project staff and subconsultants, monitoring the project's progress and attendance at meetings.

1.3 Data Collection, Review and Site Visit

EAC will collect all available data such as as-built drawings from the City and will also visit the project site to identify and verify any above-ground infrastructure or field conditions that may affect design.

1.4 Utility Coordination

EAC shall contact all existing utility owners, as identified by Sunshine State One Call of Florida (SSOCOF) based on the referenced project limits. EAC will request copies of as-built information related to facilities located within the project's limits, if available.

1.5 Topographic Surveying and Mapping

Premiere Design Solutions, Inc. will provide topographic surveying services. The survey will include right-of-way information along the project's limits as well as to locate all above-ground topographic features. In addition, a boundary survey will be performed along the project alignment. Specific scope of services can be found in PDS's fee proposal (attached).

Deliverables

- Electronic copies of Digitally Signed and Sealed Certified Topographic Survey files in pdf and AutoCAD format.

1.6 Subsurface Utility Engineering

Premiere Design Solutions, Inc. will provide subsurface utility engineering services based on information provided by SSOCOF. Utilities identified by SSOCOF that appear to potentially conflict with the proposed work will be test-holed to verify their location. A total of five (5) test holes have been budgeted for this activity. Specific scope of services can be found in PDS's fee proposal (attached).

Deliverables

- Electronic Certified Subsurface Utility Engineering report (signed and sealed)

1.7 Geotechnical Engineering

PSI/Intertek, Inc. will provide geotechnical engineering services. These services will include desktop review of available information, field exploration consisting of drilling and sampling of subsurface materials and observation of current groundwater levels, laboratory testing and performing engineering analysis to provide geotechnical recommendations for the project. Subsurface soil samples will consist of two (2) 10-foot Standard Penetration Test borings, two (2) Percolation Tests at depths of 15 feet, soil profile analysis and bore log information. Specific scope of services can be found in PSI's fee proposal (attached).

Deliverables

- Electronic Certified Geotechnical Report (signed and sealed)

1.8 Environmental Site Assessment

Smart Sciences, Inc. will provide Phase I Environmental Site Assessment (ESA) along the proposed alignment and the adjacent properties. The Phase I ESA will include a review of public records, interviews with local agencies, and a site and vicinity reconnaissance. Depending on the results of the Phase I ESA, this fee proposal includes an Optional Phase II ESA scope for field sampling at 4 locations on the north and south sides of NW 131st Street via

temporary groundwater monitoring wells for screening for organic vapors. Specific scope of services can be found in Smart Science's fee proposal (attached).

Deliverables

- Electronic Phase I Environmental Site Assessment report in pdf format
- Electronic Phase II Environmental Site Assessment report in pdf format (optional)

TASK 2 – DESIGN SERVICES

The design plans shall comply with standards of the Miami-Dade Department of Transportation and Public Works (DTPW), applicable City standards, and Miami-Dade Water and Sewer Department standards. Submittals will be made to the City for review at the completion of the 60% and 100% design phase. The drainage design assumes a full onsite retention system is permissible by DERM. However, if due to in-situ conditions a positive outfall system design is required, EAC shall provide supplemental services design proposal to the city for review and approval.

The plans / drawings of the Phases shall include:

1. Project Identification and Title Sheet
2. Index of Plans / Drawings Sheets
3. Construction Notes and General Project Information Sheet(s)
4. Tabulation of Quantities / Summary of Pay Item Sheet(s)
5. Horizontal Control / Project Layout Sheet(s)
6. Typical Sections (illustrating pavement design in accordance with Miami-Dade DTPW and/or geotechnical recommendations)
7. Summary of Drainage Structures Sheet(s)
8. Roadway and Drainage Plan and Profile Sheets (incorporating roadway and storm water collection / disposal infrastructure)
9. Roadway and Drainage Miscellaneous Details Sheet(s), as applicable
10. Signing and Pavement Marking Sheet(s)
11. Potable Water and Sanitary Sewer Construction Notes
12. Potable Water and Profile Sheets (including Fire Hydrant relocations)
13. Potable Water Construction Details Sheet(s)

Deliverables

1. One (1) electronic copy in pdf format of the 60% Design (Drainage report, Design Plans, Technical Specifications outline and 60% level Opinion of Probable Construction Cost)
2. One (1) electronic copy in pdf format of the 100% Construction Documents (Design Plans, Technical Specifications and 100% level Opinion of Probable Construction Cost)

TASK 3 – PERMITTING AND APPROVALS

EAC shall prepare the required permit packages, including engineering plans and completing permit applications for submission of the 100% Design Plans to the relevant permitting agencies. The City will be responsible for providing permit application fees for each agency by check or credit card. Permitting agencies are anticipated to include the City of Opa-locka Building Department, City of Opa-locka Public Works Department, Miami-Dade Water and Sewer Department, Miami-Dade Department of Regulatory and Environmental Resources (MD-RER) and the Florida Department of Environmental Protection (FDEP).

Deliverables

Applicable design-related permits and approvals

SCOPE OF SERVICES EXCLUSIONS AND ASSUMPTIONS

Additional scope of services includes but is not limited to the following items.

1. Fee proposal assumes no contaminated soils are in the immediate area of NW 131st Street and permitting agency allows use of French drains.
2. No hydraulic analyses or modeling services are included in this proposal.
3. Legal description provided does not constitute a full legal document for easement recording. The City is required to prepare legal document, conduct negotiations with landowner(s), and record easement documents.
4. Proposed mains will be installed by open cut trench methods. This proposal does not include any trenchless design or subaqueous design services.
5. If necessary, Soil and Groundwater contamination mitigation or remediation services will be dealt with by others and is not included in these services.
6. Permit/Approval fees when required will be provided by the City.
7. No de-mucking design, plans and technical specifications is included in the scope of work.
8. Front end documents for the bid package will be the responsibility of the City of Opa-locka Procurement/Purchasing Department.
9. No Bid and Award services are included in the scope of work.
10. Utilities shown on the plans will be as identified through Sunshine State One Call of Florida.
11. No public involvement services or community outreach services are included in this scope of services.
12. This project's scope of service does not include services related to Construction Engineering Inspection (CEI), Construction Engineering Observation (CEO) or Construction Administration (CA).
13. EAC will not be responsible for services related to Joint Participation Agreement (JPA) between the City and any utility entity or any other agency within the project limits.

ATTACHMENT 2

FEE SCHEDULE SUMMARY

Engineering Design for NW 131st Street (between NW 31st Avenue and NW 32nd Avenue) Roadway Reconstruction and Drainage

Our lump sum fee proposal breakdown covers our professional services compensation derived based on the scope described in this fee proposal response. We have organized our fee structure consistent with the approach to the services descended in our scope items. Our fee structure proposed for this development project is structured as follows:

Task	Description	Unit	Fees
1	Project Management and Administration	LS	\$ 6,730
2	60% Design Phase	LS	\$ 57,890
3	100% Design Phase	LS	\$ 72,455
4	Permitting and Approvals	LS	\$ 12,465
	Reimbursables – Surveying, Subsurface Utility Engineering (SUE), Geotechnical, Phase I Environmental, Project Coordination Services	LS/NTE	\$ 22,075
	TOTAL FEE		\$ 171,615
Optional Services			
	Phase II Environmental Site Assessment	LS	\$ 15,000
	TOTAL FEE (including Optional Phase II		\$ 186,615

ATTACHMENT 3

SUBCONSULTANT'S FEE PROPOSALS

**Engineering Design for NW 131st Street (between NW 31st Avenue and NW 32nd Avenue)
Roadway Reconstruction and Drainage**



PREMIERE DESIGN SOLUTIONS, INC

1065 NE 125 Street, Suite 211-B, North Miami, FL 33161

Tel: (786) 505-7850 Fax: (954) 337-2332

March 22, 2021

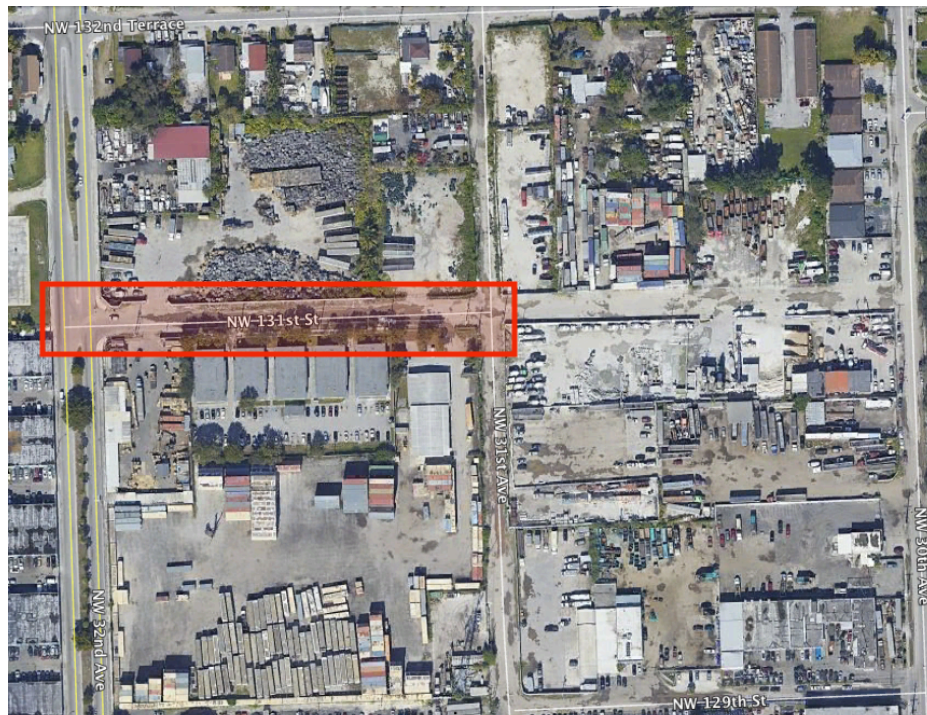
Ms. Donna Grace, PE
Senior Project Manager
EAC Consulting, Inc.
5100 NW 22 Avenue, Suite 243
Fort Lauderdale, FL 33309
Ph: 954-714-2000 - Cell: 954-646-4943
dgrace@eacconsult.com

REF: Professional Land Surveying Services
City of Opa-Locka NW 131 Street (NW 31 to NW 32 Avenue) – Topographic Survey
City of Opa-Locka, Miami-Dade County, Florida, PDS Project No. 20210008

Dear Ms. Grace,

Premiere Design Solutions, Inc. (PDS) is pleased to submit this proposal to EAC Consulting, Inc. (Client) for the preparation of Specific Purpose Topographic Survey, for the referenced roadway segment within the City of Opa-Locka (Owner). The specific purpose survey will be used for the preparation of Civil Design Improvements to be performed by Client.

The project site consists of about 750 LF of a two-lane undivided roadway known as NW 131 Street from NW 31 Avenue to NW 32 Avenue. The roadway appears to have a 50 ft Right of Way and is in very bad conditions, where almost no asphalt is visible and appears to be dirt roads through industrial area. The figure below shows the general location of the project area:



PREMIERE DESIGN SOLUTIONS, INC

1065 NE 125 Street, Suite 211-B, North Miami, FL 33161

Tel: (786) 505-7850 Fax: (954) 337-2332

The scope of work of this proposal includes all the necessary field and office work to complete specific purpose topographic survey as described in this proposal. Survey will include ROW to ROW surveys of this city street segment, including elevations cross section elevations at every 50', collection of all above ground features and pavement markings within survey area, and shall extend within private property where accessible as shown in the image below. Survey includes 300 LF of roadway survey along all cross streets, up to 50' beyond the point of curvature PC of the intersection, **for a total survey length of 1,050 LF of roadways**. In addition, survey will include pavement markings, ROW lines, existing platted easements, all information of sanitary sewer and drainage structures in survey area visible at the time of survey, benchmarks and all above ground features including fire hydrants, walls, curbs, etc.

SCOPE OF SERVICES

In order to meet the Client's need for this project, PDS will need to complete the following tasks:

Task No. 1 – Specific Purpose Topographic Survey

This task includes to prepare a Specific Purpose Topographic Survey of the Roadway segment described above, roughly including NW 131 Street from NW 31 Avenue to NW 32 Avenue and 50' at each intersecting street in all directions. Survey will show all driveways/pavements/obstacles adjacent to the roadways and obtain elevation data at every 50' or less. The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida as defined in the "Standards of Practice" in Chapter 5J-17 Florida Administrative Code.

The survey will include as a minimum:

1. Above ground utilities and structures: pull boxes, curbs, poles, overhead lines (no height data), water meters, mailboxes, parking meters, decorative pavement, pavers, pavement markings including crosswalks, driveways and other significant above ground features, within the Survey Limits.
2. Collect elevation cross sections along the corridor at every 50' intervals. Elevations shots to include crown of road, edge of pavement, front of walk, back of walk, driveways and ramps and center of swale up to 10' beyond right-of-way into private properties where possible or as shown in the image above.
3. Lot Lines, easements, roadway centerline and right-of-way lines (per plat records), including bearings and dimensions and right-of-way width.
4. Obtain rim elevations of all drainage and sanitary sewer structures within the Survey Limits, including bottom elevation, invert size, invert elevation, & invert direction including pump station and last sanitary sewer manhole.
5. Location of trees will be shown (height and spread will not be measured).
6. Point data will be provided for Digital Terrain Model (DTM).
7. Elevations will be referenced to the NAVD of 1988 Vertical Datum, with accuracy as 2/100' as provided by GPS Rover Data Collection equipment, and will include conversion factor to NGVD 1929.
8. Project Horizontal Datum will be referenced to NAD 83/2011.

Deliverables of this task will be made electronically in PDF and AutoCAD file formats as applicable, and with digital signature.

PREMIERE DESIGN SOLUTIONS, INC

1065 NE 125 Street, Suite 211-B, North Miami, FL 33161

Tel: (786) 505-7850 Fax: (954) 337-2332

Task No. 2 – Underground Utility Designation and Soft Digs

PDS will Provide underground utility location and utility designation services through this task, including Level "B" underground utility location according to ASCE SUE procedures adopted by Federal Highway Administration. It is anticipated that Owner or Client will provide a sketch or drawing indicating the utilities that they need located. With this information, PDS will call and excavation ticket to Sunshine State One Call of Florida to have area painted by locator companies. Then, PDS will visit the site and utilize GPR and Electronic Induction equipment to scan and tone up the lines, which will be color coded according APWA Uniform Color Codes with spray paint or flags on the field.

Through this task, PDS will then schedule 5 soft digs to be released at the same time. Soft digs will be performed with vacuum and manual excavation methods and avoid the use of heavy equipment that could damage pipes. Top of pipes or conduits will be exposed if found, and observations and measurements will include top of pipe elevation, location, size, material and direction as visible from the surface. A report will be generated with all information found.

Finally, the area will be restored by returning excavated material into soft dig and topped with cold patch asphalt or compacted soil to match adjacent area. Upon completion of soft dig, the soft dig location will be collected using survey grade equipment and accuracy to obtain accurate location of soft digs. Coordinate locations will be included in the soft dig reports. Please note that GPR readings below the water table are not reliable and especially in salt water areas, therefore non-metallic utilities under water table may not be able to be identified. Also, for best results, GPR equipment needs a level surface.

PROPOSED COST OF SERVICES

PDS can complete task one described in the scope of services for a lump sum as follows:

Task 1.....	\$ 4,725.00 (Survey)
Task 2.....	\$ 2,500.00 (Up to 5 Soft Digs)
Total.....	\$ 7,225.00

Work will be invoiced based on percent complete as approved by the Client.

PROPOSED TIME SCHEDULE

PDS can complete task one described above in the time frame specified below.

Task 1.....	2 Weeks
Task 2.....	1 Week
Total.....	3 Weeks

PREMIERE DESIGN SOLUTIONS, INC

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Tel: (786) 505-7850 Fax: (954) 337-2332

We value the opportunity to provide our professional services on this exciting project. If you decide to accept this proposal, please sign below and return an executed copy to our office. If you have any questions please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.



Luis J. Jurado, P.E.
President

Cost of these services are: \$7,225.00 Lump Sum
--

CONTRACT AGREEMENT ACCEPTANCE

Premiere Design Solutions, Inc.



Date:

By: _____

3-22-2021

Name: Luis J. Jurado, P.E.

Title: President

EAC Consulting, Inc.

By: _____

Date: _____

Name:

Title:

PREMIERE DESIGN SOLUTIONS, INC

1065 NE 125 Street, Suite 211-B, North Miami, FL 33161

Tel: (786) 505-7850 Fax: (954) 337-2332

Exclusions

1. No permitting services are included.
2. No design services are included.
3. No tree survey or relocation plans are included.
4. Not a Boundary Survey.
5. FEMA Flood Information not included.
6. Services that are not mentioned as part of the exclusions and are not described in the scope of services are not included.
7. No Legal description or sketches will be provided.

If requested by the Client, PDS can provide a proposal for the items not included in the scope of services.

Contract Terms and Agreements

1. Client and/or Owner shall coordinate and assist Survey Crew to obtain access to private properties.
2. This contract agreement is for a lump sum contract. Additional work, if approved by owner, performed under the scope of services will be billed on a time-spent basis per our current schedule of fees at time of work execution.
3. Invoices are due net thirty days from invoice date.
4. Any invoices past due more than 30 days will accrue a 1.5% interest per month fee.
5. Client shall provide drawings or sketches detailing project area extents.

Revised March 22, 2021

EAC Consulting, Inc.

5100 NW 33 Avenue, Suite 243
Fort Lauderdale, Florida 33309

Attn: Ms. Donna Grace, P.E. – Senior Project Manager
(954) 714-2007
dgrace@eacconsult.com

Re: Proposal for Geotechnical Engineering Services
NW 131st Street
Between NW 31st Avenue and NW 32nd Avenue
Opa-Locka, Florida
PSI Proposal No. 0397-120120B

Dear Ms. Grace:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct a geotechnical exploration and data report for the rehabilitation of NW 131st Street between NW 31st Avenue and NW 32nd Avenue in Opa-Locka, Florida. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below which includes revision to the number of proposed boring locations.

See below for Google Earth (2021) Aerial photograph of the site vicinity and project area in red:

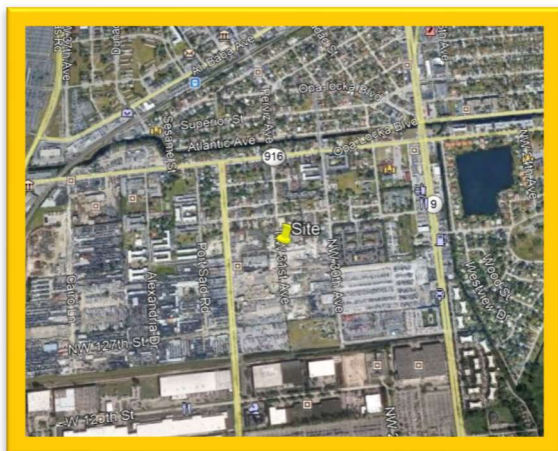


FIGURE-1: SITE VICINITY



FIGURE-2: SUBJECT PROPERTY

PROJECT UNDERSTANDING

Based on PSI's review of the information provided by EAC Consulting, Inc., a summary of our understanding of the proposed project is provided below in the following Project Description table.

TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS

Project Items	Rehabilitation of existing road
Existing Grade Change within Project Site	± Two feet estimate (Google Earth Pro)
Pavement for Road	Flexible pavement

Preliminary pavement structural information was not available at the time of our proposal; if the indicated descriptions above change, PSI needs to be informed to make the required modifications and recalculate foundation analyses.

The following table provides a generalized description of the existing site conditions based on available information.

TABLE 2: SITE DESCRIPTION

Site Location	Latitude: 25°53'36.50"N; Longitude: 80°14'58.46"W
Site History	Based on our review of Google Earth Pro Aerial Photographs from 1994 through 2020, the site appears to have been developed with the existing road.
Existing Site Ground Cover	Pavement and grass.
Site Boundaries/Neighboring Development	North and South boundaries: Existing commercial properties. East and West boundaries: Existing streets.
Site Access	Site appears to be accessible to truck-mounted drilling equipment.

Should the above information be inconsistent with planned construction, Ms. Grace should contact the PSI office and allow necessary modifications to be made to the proposal.

SCOPE OF SERVICES

The geotechnical engineering scope of services will include the following items.

- Desktop review of generally available public information, i.e., NRCS, USGS databases.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Laboratory testing of the subsurface materials
- Performing engineering analysis and providing geotechnical recommendations in written report format.



Field Exploration

PSI proposes that the subsurface conditions be explored by two Standard Penetration Testing (SPT) soil borings and Two percolation testing, as requested by EAC Consulting, Inc on email dated March 22, 2021, following the provided PSI drilling program. The table below summarizes our exploratory boring program and the figure that follows depicts our proposed boring locations. Due to its proximity to the project, we will include also one boring from PSI Geotechnical Report dated May 21, 2015, in our geotechnical evaluation.

TABLE 3: SUMMARY OF BORINGS

Design Element	Number of Borings	Boring Depth (ft)	Drilling Footage (feet)
Roadway (includes percolation tests)	2	10	20
TOTAL:	2	---	20

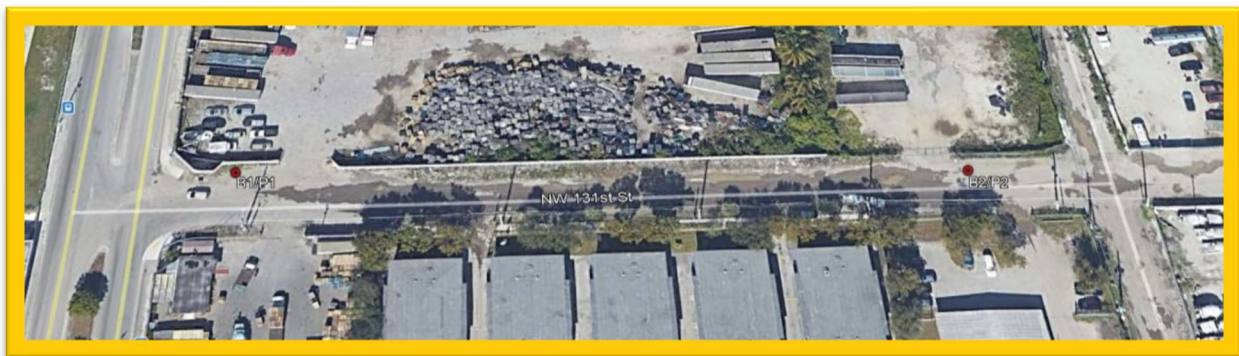


FIGURE-3: PROPOSED BORING LOCATION PLAN

The borings locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying of the boring locations to obtain surface coordinates and elevations is beyond the scope of work. References to depths of various subsurface strata will be based on depths below existing grade at the time of drilling. See below for a list of field activities and table of our exploration description.

- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended (because of weak/soft soils) or reduced (because of refusal) depending on the subsurface materials identified during field activities.
- PSI will contact Local Utility Clearance Entity, i.e., Sunshine 811 prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on private utility lines and other subsurface appurtenances are located in the field by others prior to field activities.
- PSI will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no



restoration other than backfilling and grouting the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

TABLE 4: ANTICIPATED FIELD EXPLORATION DESCRIPTION

Drilling Equipment	Truck-mounted drilling equipment
Drilling Method	Mud rotary
Field Testing	Standard Penetration Testing (ASTM D1586)
Sampling Procedure	Soils: ASTM D1587/1586
Sampling Frequency	Continuously to a depth of 10 Feet and at 5-Foot intervals thereafter
Frequency of Groundwater Level Measurements	During drilling
Boring Backfill Procedures	Soil cuttings and grouting
Sample Preservation and Transportation Procedure	General accordance with ASTM D4220

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

Laboratory Testing

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

TABLE 5: LABORATORY TESTING GENERAL PROCEDURES

Laboratory Test	Applicable ASTM/FM Procedures
Visual Classification	ASTM D2488
Organic Content	ASTM D2974
Moisture Content	ASTM D2216
Material Finer than No. 200 Sieve	ASTM D1140

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

Engineering Analyses and Data Report

The results of the field exploration and laboratory testing will be used in the engineering analysis. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical data report. The geotechnical report may include the following items:

- General soil profile description
- General site development and subgrade preparation recommendations.
- Provide hydraulic conductivity rates.



A pdf version of the geotechnical report will be prepared and submitted by email to EAC Consulting, Inc. and design team. If requested by EAC Consulting, Inc., additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

SCHEDULE

Based on the site accessibility, drilling can commence within approximately one week after receipt of authorization to proceed, weather permitting. The final report will be provided within three weeks of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the laboratory testing and engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining Right of Entries and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

FEE

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum fee will be **\$4,900.00**.

Depending on the size of the project and project schedule, partial billing may be performed monthly based on Project Item progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with locating private underground utilities, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee.

AUTHORIZATION

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.



CLOSING

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Lucrèce E. Regisme
Staff Engineer – Geotechnical Services
lucrece.regisme@intertek.com



Jose N. Gómez, PE, D.GE
Chief Engineer – Geotechnical Services
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions

LER/JNG/ler



December 1, 2020

Donna Grace
EAC Consulting, Inc.
5100 NW 33rd Avenue #243
Fort Lauderdale, Florida, 33309

**Subject: Proposal for Phase I and II Environmental Site Assessment
NW 131st Street between NW 31st Avenue & 32nd Avenue (662 linear feet)
Opa-Locka, Miami-Dade County, Florida
Smart-Sciences Proposal No. 028-035-P**

Dear Ms. Grace:

Smart-Sciences, Inc. (Smart-Sciences) is pleased to submit this proposal to EAC Consulting (Client) for conducting a Phase I Environmental Site Assessment (Phase I ESA) of a portion of NW 131st Street located in between NW 31st Avenue and NW 32nd Avenue (Site) in Opa-Locka, Miami-Dade County, Florida. Included in the proposal is a summary of germane project information as understood by Smart-Sciences, the proposed scope of services, fees, schedule, and authorization procedures.

Background Information

The Site consists of approximately 662 linear feet of roadway located at NW 131st Street between NW 31st Avenue & 32nd Avenue, Opa-Locka, Miami-Dade County, Florida. The Site consists of a two-lane roadway in disrepair. Based on preliminary review of online databases the Site does not contain any contamination related documents; however, there are several contamination monitoring sites adjacent to the project area, that will need to be reviewed as part of this Phase I ESA.

It is our understanding that the Client plans to improve the roadway for commercial/industrial use.

Proposed Scope of Services

Our approach to performing a Phase I ESA includes a review of public records, interviews with appropriate local agencies and other appropriate entities, a site and vicinity reconnaissance and preparation of a written report containing findings, opinions, and conclusions.

The most widely used standard for performing Phase I ESAs is the standard developed by the American Society for Testing and Materials (ASTM) entitled E1527-13 Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process. Smart-Sciences proposes to use this standard for this project. The ASTM E-1527-13 standard meets the intent of the Environmental Protection Agency's (EPA's) All Appropriate Inquiry (AAI) reporting requirements.

Task I – Phase I ESA

Review of Public Record

A review of reasonably ascertainable and practically reviewable public records for the Site and the immediate vicinity will be conducted to characterize environmental features of the site and to identify past and present land use activities, which may indicate a potential for *recognized environmental conditions* (REC), as defined in ASTM E-1527-13. Smart-Sciences will use the services of Environmental Data Resources (EDR) to obtain and assimilate the results of an environmental regulatory list search for our review. Review of the public record will include the following:

- Review of public records made available to us via web-based applications and database searches, present and pending enforcement actions, and assessments at the site and within the immediate vicinity. Smart-Sciences will complete a regulatory agency file and records review in conformance with ASTM E1527-13, Section 8.2, including regulatory agency files and records for the Site and adjoining properties.
- Review of the following reasonably ascertainable documents: aerial photographs, fire insurance maps, street directories and topographic maps of the site and vicinity, as appropriate, for evidence suggesting past uses that might have involved hazardous substances or petroleum products.

Site Reconnaissance

A site reconnaissance will be performed to identify obvious visual signs of past or existing contamination on or adjacent to the site, and to evaluate evidence found in the review of public record that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the site. The site reconnaissance will include the following activities:

- An onsite survey of the Site will be conducted looking for signs of past or current activities which could be cause for a REC to be identified.
- A visual reconnaissance of the study area and adjacent properties will be performed to observe surface signs of spills, stressed vegetation, buried waste, underground or above ground storage tanks, transformers, or unusual soil discoloration which may indicate the possible presence of contaminants on the properties.
- Representative areas of the site will be photographed to document the current condition of the property as well as relevant conditions such as unusual soil discoloration, stressed vegetation, debris, construction remnants, or other pertinent features associated with the Site and surrounding lands as might influence the Site.

Interviews

Smart-Sciences will attempt to conduct interviews with appropriate owners and local officials to request local knowledge of hazardous substances or petroleum products within the study area or on adjacent properties.

Written Report and Deliverables

Upon completion of the public record review, interviews, and site reconnaissance, we will provide a written report for the project site that documents our findings. Our findings will be presented in terms of the presence, or absence, of recognized environmental conditions as defined in ASTM E-1527-13. However, a finding of “no evidence of recognized environmental conditions” should not be interpreted as a guarantee or warranty that the property is “clean” or free of all contaminants. Recommendations of response options to identified contamination issues will be provided upon request. Our fee includes electronic delivery of the final reports for the project Site.

Smart-Sciences’ report will be prepared on behalf of our Client for their exclusive use. If you wish to have a third party rely on this report, that party must execute a Secondary Client Agreement (under which the Client executing this agreement will become the Primary Client) with Smart-Sciences. Use of this report for purposes beyond those reasonably intended by our Primary Client and Smart-Sciences will be at the sole risk of the user.

Task 2 – Phase II ESA Screening (Optional)

Field Sampling

Typically Phase II sampling is designed based on the results of the Phase I ESA; however, Smart-Sciences was requested to provide a scope and fees for Phase II sampling prior to conducting the Phase I ESA. The focus of the sampling is for drainage that may be placed on the north and/ or south side of the road. Therefore, our approach is to conduct sampling at two locations on the north and south sides of the road for a total of four sample locations. This approach will likely need to be modified based on the results of the Phase I ESA.

Smart-Sciences will provide oversight of the installation of up to four (4) soil borings and the installation of up to four (4) temporary groundwater monitoring wells, placed at evenly spaced intervals along the north and south sides of the project corridor, using a Geoprobe unit (i.e., direct push methodology). The sampling regime will be adjusted as necessary to address RECs identified during the Phase I ESA activities. The exact locations will be determined in the field and will be based on site accessibility and underground utility locations. 811 Sunshine will be contacted to clear the underground utilities up to the project corridor boundaries. Smart-Sciences will rely on these services and is not responsible for damages or repair costs of utility lines for which the location is not indicated by client or its authorized affiliates.

Soil samples will be collected in two-foot intervals to the soil/groundwater interface for field screening of organic vapors using an organic vapor analyzer (OVA). One representative soil sample (soil sample with the highest OVA reading, or at soil/water interface) will be collected from each soil boring for laboratory analysis of volatile organic compounds (VOCs) by EPA Method 8260, total recoverable petroleum hydrocarbons (TRPHs) by the FL-PRO Method, 8 Resource Conservation and Recovery Act (RCRA) metals by EPA Method 6020, aluminum, and iron. Groundwater samples will be collected from the four temporary monitoring wells for laboratory analysis of VOCs by EPA Method 8260, TRPHs by the FL-PRO Method, 8-RCRA metals by EPA Method 6020, and aluminum and iron.

Note that the results of the Phase I ESA may alter the scope of the Phase II ESA screening sampling regime and laboratory testing, as RECs have not yet been identified. Smart-Sciences will notify the Client before incurring any additional costs. A site plan showing the approximate location of the areas to be assessed will be provided to the Client for approval following the completion of the Phase I ESA.

The Phase II ESA Screening is not intended to be a comprehensive subsurface assessment of the entire project corridor. The intent of the Phase II ESA Screening is to assist the Client in understanding the implications of existing environmental concerns that may be present at the Site based on a reasonable level of field exploration and on the laboratory analytical data obtained. If the laboratory analytical results indicate that further assessment is required, Smart-Sciences will prepare a separate proposal to address this task. No work outside the scope of work of this proposal will be conducted without the expressed written approval of the client.

Report and Deliverables

Upon completion of the field activities and review of laboratory analytical results, Smart-Sciences will provide a written report for the project corridor summarizing the field activities and laboratory analytical results. Our fee includes electronic delivery of the final reports for the project corridor.

Smart-Sciences' report will be prepared on behalf of the Client and City of Opa-Locka for their exclusive use. If you wish to have a third party rely on this report, that party must execute a Secondary Client Agreement (under which the Client executing this agreement will become the Primary Client) with Smart-Sciences. Use of this report for purposes beyond those reasonably intended by our Primary Client and Smart-Sciences will be at the sole risk of the user.

Schedule

Task 1 Phase I ESA

The proposed scope of services presented for Task 1 can generally be completed within 20 business days of written authorization to proceed and complete access to the property is provided. Please note that our ability to complete the review of the public record within the project schedule often depends on the availability of certain maps, records, etc. that we may want to review or availability of personnel to be interviewed. If we experience difficulties in this regard, we will inform you in a timely manner and

obtain your concurrence on extending the evaluation period, or terminating that aspect of the evaluation, and preparing our report without the benefit of that information (either option will satisfy ASTM E1527-13 requirements). ASTM E1527-13 states that information is “*reasonably ascertainable*” if it can be provided for review within 20 days of the request.

Delivery of the Phase I ESA report is also dependent upon our receipt of the completed *Client Supplied Information Checklist* and the *User Questionnaire*.

Task 2 Phase II ESA

Smart-Sciences will initiate scheduling with the environmental driller for soil boring installation and temporary groundwater well installation within five business days of completion of the Phase I ESA. Smart-Sciences will update the Client by electronic communication and by phone upon scheduling site work. Standard turnaround time for laboratory analysis is seven business days. Once all necessary sample results are obtained, Smart-Sciences will notify the Client, and a final report will be submitted within 15 business days.

Cost of Services

Smart-Sciences can perform the above scope of services as detailed below.

Task	Fee
Task 1 – Phase I ESA	\$4,750.00 (lump sum)
Environmental Lien Report for each parcel (<i>optional</i>)	\$300 (each)
Task 2 – Phase II ESA (<i>incl. 4 soil samples and 4 shallow wells</i>)	\$11,925.00 (lump sum)
Formal Well Abandonment (<i>if requested, incl. 4 shallow wells</i>)	\$1,675.00 (lump sum)

Note that the scope and fees for Task 2 will be dependent on the results of the Phase I ESA (Task 1). Included are up to three hours of in-office communications such as conference calls with the Client and project team. In-person meetings will be billed hourly in accordance with our fee schedule.

If unforeseen conditions should require services beyond the scope of services described herein, Smart-Sciences will notify you of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein would be invoiced in accordance with our standard schedule of fees at the applicable rates. Please note that payment of our invoice is due upon receipt.

Deliverables will be provided electronically. If hard copy reports are required, production will be billed at cost times 1.15.

Delivery of the report is also dependent upon our receipt of the completed *Client Supplied Information Checklist* and the *User Questionnaire*.

Authorization

Please provide a Services Agreement as our written authorization for this project.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact our office at 786-313-3977.

Sincerely,

SMART-SCIENCES, INC.



Gisele L. Colbert, M.S.
Principal Scientist



Meike de Vringer, M.S.
Project Scientist

Attachments: Client Supplied Information Checklist
User Questionnaire
Fee Schedule

March 22, 2021

Mr. Michael Adeife, PE
EAC Consulting, Inc.
5959 Blue Lagoon Drive, Suite 410
Miami, FL. 33126

Re: Fee Proposal for Project Coordination for City of Opa-locka NW 131st Street Roadway and Drainage Project
GPS Project No. 2021-001-04

Dear Mr. Adeife,

Thank you for inviting **Grace Professional Solutions, LLC** (GPS) to provide Project Coordination services for EAC Consulting, Inc. (EAC) for the City of Opa-locka's NW 131st Street (between NW 31st Avenue and NW 32nd Avenue) Roadway Reconstruction and Drainage project. The general scope of the project includes engineering design services for the complete reconstruction of the existing roadway, including drainage and 8-inch DIP watermain.

The services in our lump sum price proposal include coordination of the following tasks to be performed by EAC for the City of Opa-locka:

1. Project Management and Administration
2. 60% and 100% Design Phase
3. Permitting and Approvals

Please feel free to call me at (954) 646-4943 with any questions you may have.

Sincerely,
Grace Professional Solutions, LLC


Donna Grace, P.E.
Project Manager

SCOPE OF SERVICES

The following describes the elements of EAC's Scope of Services and identifies the specific services that will be provided by Grace Professional Solutions, LLC for this project where *italicized*:

Task 1 - Project Management, Administration and Pre-Design Engineering Coordination Services

1.1 Project Kick-Off Meeting

EAC will coordinate a project kick-off meeting with the City within two (2) weeks after receiving notice-to-proceed. The purpose of this task is to initiate the project, which includes identifying project protocols, establishing coordination between EAC Consulting, Inc., and City of Opa-locka's staff, collection of all available data such as as-built drawings from the City, and establishing schedules for the submission and reviews of phased submittals.

1.2 Project Management

EAC will provide Project Management and Administration services that will comprise of contract administration, preparation of invoices, coordination with project staff and subconsultants, monitoring the project's progress and attendance at meetings.

1.3 Data Collection, Review and Site Visit

EAC will collect all available data such as as-built drawings from the City and will also visit the project site to identify and verify any above-ground infrastructure or field conditions that may affect design.

1.4 Utility Coordination

EAC shall contact all existing utility owners, as identified by Sunshine State One Call of Florida (SSOCOF) based on the referenced project limits. EAC will request copies of as-built information related to facilities located within the project's limits, if available.

1.5 Topographic Surveying and Mapping

Premiere Design Solutions, Inc. will provide topographic surveying services. The survey will include right-of-way information along the project's limits as well as to locate all above-ground topographic features.

Deliverables

- Electronic copies of Digitally Signed and Sealed Certified Topographic Survey files in pdf and AutoCAD format.

1.6 Subsurface Utility Engineering

Premiere Design Solutions, Inc. will provide subsurface utility engineering services based on information provided by SSOCOF. Utilities identified by SSOCOF that appear to potentially conflict with the proposed work will be test-holed to verify their location. A total of ten (10) test holes have been budgeted for this activity. Specific scope of services can be found in PDS's fee proposal (attached).

Deliverables

- Electronic Certified Subsurface Utility Engineering report (signed and sealed)

1.7 Geotechnical Engineering

PSI/Intertek, Inc. will provide geotechnical engineering services. These services will include desktop review of available information, field exploration consisting of drilling and sampling of subsurface materials and observation of current groundwater levels, laboratory testing and performing engineering analysis to provide geotechnical recommendations for the project. Subsurface soil samples will consist of four (4) 10-foot Standard Penetration Test borings, four (4) Percolation Tests at depths of 15 feet, soil profile analysis and bore log information. Specific scope of services can be found in PSI's fee proposal (attached).

Deliverables

- Electronic Certified Geotechnical Report (signed and sealed)

1.8 Environmental Site Assessment

Smart Sciences, Inc. will provide Phase I Environmental Site Assessment (ESA) along the proposed alignment and the adjacent properties. The Phase I ESA will include a review of public records, interviews with local agencies, and a site and vicinity reconnaissance. Depending on the results of the Phase I ESA, Smart Science's fee proposal includes an Optional Phase II ESA scope for field sampling at 8 locations on the north and south sides of NW 131st Street via temporary groundwater monitoring wells for screening for organic vapors.

<i>Task</i>	<i>GPS Role¹</i>
<i>1.1</i>	<i>Provide a lead coordinating role for Task 1.1 activities by preparing for and attending kickoff meeting, preparation of agenda and meeting summaries, providing input to the development of presentation materials and lead coordination efforts with the City.</i>
<i>1.2</i>	<i>Attending meetings, preparation of meeting summaries, and lead coordination of meetings with the City.</i>
<i>1.3</i>	<i>EAC will provide a list of information required from the City and GPS will forward request and coordinate data collection. GPS has no control over the availability of information.</i>
<i>1.4</i>	<i>None</i>
<i>1.5</i>	<i>Provide a lead coordinating role with Premiere Design Solutions to obtain deliverables identified.</i>
<i>1.6</i>	<i>Provide a lead coordinating role with Premiere Design Solutions. EAC will provide the locations requiring test holes. GPS will provide information to PDS and obtain SUE report identified.</i>
<i>1.7</i>	<i>Provide a lead coordinating role with PSI/Intertek for the SPT borings and Percolations tests to obtain Geotechnical report identified.</i>
<i>1.8</i>	<i>Provide a lead coordinating role with Smart Sciences to obtain Phase I ESA report identified. This fee proposal includes coordination with Smart Sciences for an Optional Phase II ESA if determined will be required.</i>

¹GPS's efforts are limited to the level of participation indicated.

Task 2 – Design Services

The design plans shall comply with standards of the Miami-Dade Department of Transportation and Public Works (DTPW), applicable City standards, and Miami-Dade Water and Sewer Department standards. Submittals will be made to the City for review at the completion of the 60% and 100% design phase. The drainage design assumes a full onsite retention system is permissible by DERM. However, if due to in-situ conditions a positive outfall system design is required, EAC shall provide supplemental services design proposal to the city for review and approval.

GPS Role in Task 2: EAC will be primarily responsible for leading all facets of the design phase as described in Task 2. GPS's support will be limited to the following:

1. Facilitate coordination with the City relative to 60% and 100% submittal review, comments and documentation of action items resulting from the review meeting.
2. Attendance at 60% and 100% design review meetings with EAC and the City to discuss review comments.

Task 3 – Permitting and Approvals

EAC shall prepare the required permit packages, including engineering plans and completing permit applications for submission of the 100% Design Plans to the relevant permitting agencies. The City will be responsible for providing permit application fees for each agency by check or credit card. Permitting agencies are anticipated to include the City of Opa-locka Building Department, City of Opa-locka Public Works Department, Miami-Dade Water and Sewer Department, Miami-Dade Department of Regulatory and Environmental Resources (MD-RER) and the Florida Department of Environmental Protection (FDEP).

GPS Role in Task 3: EAC will be primarily responsible for leading all facets of the permitting and approvals phase as described in Task 3. GPS's support will be limited to the following:

1. Coordination with City to provide permit application fees as required by the agency.

FEE SUMMARY

Our lump sum fee proposal for the services identified are as follows:

Task	Description	Fee
1	Project Management and Administration	\$1,950.00
2	60% Design Phase	\$1,300.00
	100% Design Phase	\$975.00
3	Permitting and Approvals	\$475.00
TOTAL FEE		\$4,700.00

GRACE PROFESSIONAL SOLUTIONS, LLC

FEE PROPOSAL TO EAC CONSULTING, INC.

City of Opa-locka NW 131st Street Roadway and Drainage Design
(between NW 31st Avenue and 32nd Avenue)

		Project Manager	Cost (\$)
Staff Name		Donna Grace, PE	
Labor Rate		\$65.00	
Multiplier		2.50	
Task No	Task Title	Hours	
1	Project Management and Administration	12	\$1,950.00
2	Design Services	14	\$2,275.00
3	Permitting and Approvals	2	\$475.00
Labor Subtotal		28	
Reimbursables			
TOTAL LABOR			\$4,700.00

Revised: 3/22/2021

**PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
EAC Consulting, Inc**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this ____ day of July, 2021 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Opa-locka FL. 33054** (the "City"), and **EAC Consulting Inc** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **5959 Blue Lagoon Drive, Suite 410. Miami, FL 33126**.

WITNESSED:

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

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

WHEREAS, the Consultant has been selected by the City to provide Engineering Consulting Design Services (known as the "Project", the "Services" or the "Scope of Services") for the Engineering Design for NW 131st Street between NW 31 Avenue and NW 32 Avenue for Roadway Reconstruction, including drainage and 8 inch DIP watermain.

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

1. CONTRACT DOCUMENTS

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

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

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

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

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

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

2. THE WORK

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

3. PERIOD OF SERVICE

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

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **One Hundred Eighty-Six Thousand Six Hundred Fifteen Dollars and 00/100 (\$186,615.00)** specified in the Scope of Services request accepted by the City.

5. PAYMENTS

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Exhibit "A". The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. ~~All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.~~ The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.

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

6. TERMINATION

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

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

7. DEFAULT:

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

8. ANTI-LOBBYING/NO CONTINGENT FEE:

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

9. WARRANTIES AND GUARANTEES:

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

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

10. BINDING EFFECT:

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

11. AMENDMENTS AND MODIFICATION:

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

12. MERGER: AMENDMENT:

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

13. NONASSIGNABILITY:

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

14. NOTICES:

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

FOR CONSULTANT:

EAC Consulting, Inc
5959 Blue Lagoon Drive
Suite 410
Miami, FL 33126

FOR CITY:

City of Opa-Locka
John Pate, City Manager
780 Fisherman Street
Opa-Locka, FL 33054

WITH COPY TO:

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

15. SEVERABILITY; WAIVER:

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

16. Scrutinized Companies

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

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

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

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

17. OTHER PROVISIONS:

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

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

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

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

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

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

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

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

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

ATTEST:

Joanna Flores, City Clerk

FOR CITY:

CITY OF OPA-LOCKA

By: _____
John Pate
City Manager

Dated: _____

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

City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

EAC Consulting, Inc

WITNESS:

By: _____
Authorized Representative

Print Name

Print Name

Date

Corporate Seal:

EXHIBIT "A"

EAC Consulting Scope and Fee Proposal dated March 25, 2020 to provide engineering services for the Engineering Design for NW 131st Street between NW 31 Avenue and 32 Avenue to reconstruct the existing Roadway, including drainage and 8 inch DIP watermain. for the total of One Hundred Eighty Six Thousand Six Hundred Fifteen Dollars and 00/100 (\$186,615.00).

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date; _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH SAPOZNIK INSURANCE & ASSOCIATES, INC, PROVIDING AGENT OF RECORD INSURANCE SERVICES FOR THE CITY OF OPA-LOCKA'S EMPLOYEES BENEFIT PLANS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City"), through Resolution 15-9020, approved the selection of Sapoznik Insurance & Associates, Inc. to provide Agent of Record Insurance Services for the City's Employee Benefit Plans pursuant to Request for Proposals 15-0106100; and

WHEREAS, the City entered into a contract with Sapoznik Insurance & Associates, Inc. on July 9, 2015, for a three-year term, which included a clause permitting three (3) additional one-year renewals at the original five percent (5%) commission rate; and

WHEREAS, the City subsequently approved a renewal of the contract for a 1-year term on June 27, 2018, pursuant to Resolution 18-9505. The City's Agent of Record for Employee Benefit Programs contract has expired, and there is a need to solicit said services; and

WHEREAS, the City is currently soliciting an Agent of Record for the City's Employee Benefits Plans through a competitive Request For Proposals process which is scheduled to close on July 7th, 2021; and

WHEREAS, due to the benefit year commencing on October 1st, it is in the best interest of the City to defer any new selection of an Agent of Record to the following year to allow sufficient timing for implementation; and

WHEREAS, the City Manager recommends the execution of an additional one-year renewal term (second renewal) of the original agreement to ensure that adequate time is given to properly solicit quality health benefits for City employees; and

WHEREAS, the City Commission desires to renew the Agreement, attached hereto as Exhibit "A", with Sapoznik Insurance & Associates, Inc. to provide Agent of Record Insurance Services for the City's Employee Benefit Plans.

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

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

Section 2. The City Commission of the City of Opa-Locka hereby authorizes the City Manager facilitate renewal of the Agreement, attached hereto as Exhibit "A", with Sapoznik Insurance & Associates, Inc. to provide Agent of Record Insurance Services for the City's Employee Benefit Plans.

Section 3. **Effective Date.** This Resolution shall take effect upon the adoption by the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Kierra Ward, MBA		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07/14/2021		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
		X	Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
				No X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X			
Sponsor Name	City Manager		Department:	City Manager's Office	

Short Title:

A resolution authorizing the City Manager to execute a written agreement to extend the contract with Sapoznik Insurance and Associates Inc to provide Agent of Record services for the City's benefits program for an additional year.

Staff Summary:

Staff is recommending to execute the one year interval renewal option of the original agreement to ensure that adequate time is given to properly solicit quality health benefits for City employees. The City is currently soliciting an Agent of Records through a competitive RFP process which is scheduled to close on July 7th, 2021. Due to the benefit year commencing on October 1st, it is in the best interest of the City to defer any new selection of an Agent of Record to the following year to allow sufficient timing for implementation.

Financial Impact – There is no immediate financial impact for these services since the proposed insurance providers will pay the Agent of Record a commission when their services are approved by the City. There is a more substantial financial impact in terms of the benefit rates the Agent of Record is able to negotiate with the various insurance providers since the cost of these benefits will approach \$1 million in FY 22, but this impact isn't quantifiable at this time.

Proposed Action:

Execute written agreement which will allow the Agent of Record to solicit bids from Insurance providers for the upcoming benefit year starting October 1, 2021.

Attachment:

CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, _____, between the City of Opa-locka, a Florida Municipal corporation, located at 780 Fisherman Street, Opa-locka, FL 33054, ("City"), and Sapoznik Insurance & Associates, Inc., A World Insurance LLC organization, a Florida for-profit corporation with a principal business address of 1100 NE 163 Street, 2nd Floor, North Miami Beach, FL 33162 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties" WHEREAS the City desires to retain an experienced, licenses and insured agent to provide Agent of Record insurance services for the City's employee benefits plans, in accordance with the terms, conditions and specifications contained in the Agent of Record services for City's Employee Benefit Plans.

RECITALS

WHEREAS, the Contractor has expressed the capability and willingness to perform the Services; and WHEREAS, on July 19, 2015 Resolution Number 15-9029 was passed and adopted by the City Commission approving the selection of Contractor and further authorizing City Manager to negotiate the execute an agreement for provision of services (Resolution:)

TERMS

The City and Contractor agree to exercise the option to renew the agreement for a one year interval for the period October 1, 2021- September 30, 2021.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: Sapoznik Insurance & Associates, Inc., A World Insurances
LLC Company, a Florida for - profit corporation: "Contractor"

By: _____

Print Name: Rachel Sapoznik

Title: Title: CEO

ATTEST: CITY OF OPA-LOCKA, A FLORIDA Municipal Corporation:

"City"

By: _____ By: _____

Print Name: Joanna Flores

City of Opa- locka

Title: City Clerk

Date: _____

Print Name: John E. Pate

City of Opa-locka

Title: City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Print Name: City Attorney

City of Opa-locka

City Attorney

Date: _____

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 9TH day of July, 2015 between the City of Opa-Locka, a Florida municipal corporation, located at 3400 NW135st St., Opa-Locka, FL 3305 ("City"), and Sapoznik Insurance & Associates, Inc., a Florida for-profit corporation with a principal business address of 1100 NE 163 Street, 2d Floor, North Miami Beach, FL 33162 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, the City desires to retain an experienced, licensed and insured agent to provide Agent of Record insurance services for the City's employee benefits plans ("Services"), in accordance with the terms, conditions and specifications contained in the City's Request for Broker Services, RFP NO.15-0106100, Agent of Record Services for City's Employee Benefits Plans ("RFP"); and

WHEREAS, the Contractor has expressed the capability and willingness to perform the Services as described in the RFP; and

WHEREAS, on July 8, 2015 Resolution No. 15-9029 was passed and adopted by the City Commission, approving the selection of Contractor and further authorizing the City Manager to negotiate and execute an agreement for provision of Services ("Resolution").

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

ARTICLE I - RECITALS

- 1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE II - CONTRACT DOCUMENTS

- 2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

- a) The RFP, including all amendments and/or addendums;
- b) Contractors response to the RFP ("Qualifications"); and
- c) Any additional documents which are required to be submitted under the RFP for the provision of Services.

- 2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- a) Specific written direction from the City Manager or City Manager's designee.
- b) The Agreement.
- c) The RFP.
- d) The Proposal.

- 2.3 The Parties agree that Contractor was responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to Contractor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE III - TERM

- 3.1 The Parties agree that the initial term of this Agreement shall be three (3) years, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-Locka City Commission and availability of annual appropriation.

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

3.2 Following the initial term, the City shall have the option to renew the Agreement for three (3) additional one-year renewal intervals if both Parties agree in writing.

Should the City not desire to renew the Agreement, the City shall give a non-renewal written notice to Contractor within sixty (60) days prior to the expiration of the annual anniversary date of the Agreement. Should the Contractor not desire to continue the Agreement, the Contractor shall give a non-renewal written notice to the City at least one hundred twenty (120) days prior to the expiration of the annual anniversary date of the Agreement.

ARTICLE IV- COMPENSATION

4.1 Sapoznik will contract Healthcare, or Medical, at 5% commission rate. Upon decision of specific carrier, all commission will be agreed upon, by both parties, and disclosed in writing to City of Opa-Locka.

Sapoznik will contract supplementary products at standard commission rate (usually 10%) for the below products. All commissions will be agreed upon, by both parties, and disclosed in writing to City of Opa-Locka.

- Dental
- Vision
- Basic Life and AD&D Insurance

Standard percentage based commission of all voluntary products will be paid at the standard commission rate to Sapoznik Insurance. Voluntary products are defined as any insurance product, selected by employee, retiree or dependant, which are 100% paid by the previous mentioned, at no expense to City of Opa-locka. All percentages will be disclosed in writing to City of Opa-locka at time of carrier selection and voluntary product selection which to, at a minimum, include;

- Self/Dependant term life insurance
- Disability Insurance
- Cancer Policy
- Critical Care Policy
- Legal Insurance
- Accident Insurance
- Hospital Insurance

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

ARTICLE V - SCOPE OF SERVICES

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in this Agreement and Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor shall furnish all services, work, labor, equipment, and materials necessary in the performance of Services, to the satisfaction of the City. The City shall decide all claims regarding interpretation of the Contract Documents and on all other matters relating to the execution, progress and quality of the work to be performed under this Agreement. In cases of disagreement or ambiguity regarding quality of Services, the City shall decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

ARTICLE VI - INDEPENDENT CONTRACTOR

6.1 Contractor and its employees and agents shall be deemed to be independent contractors and not City agents or employees. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE VII - DEFAULT

7.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within fifteen (15) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination. The Contractor shall be liable for damages as provided by Florida law.

7.2 An event of default shall mean a breach of this Agreement and/or Contract Documents by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include, but not be limited to the following:

- a) Contractor has misrepresented information to the City;
- b) Contractor has not performed Services on a timely basis;
- c) Contractor has refused or failed to supply enough properly skilled personnel;
- d) Contractor has failed to make prompt payments to subcontractors or suppliers for any services;
- e) Contractor has failed in any representations made in this Agreement or Contract Documents; or
- f) Contractor has refused or failed to provide Services as specified in this Agreement and/or Contract Documents.

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

7.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to Contractor's ability to perform any portion of Services, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City will treat such failure as a breach of this Agreement.

ARTICLE VIII - CITY'S TERMINATION RIGHTS

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, without cause, upon thirty (30) days written notice to Contractor. The City shall not be liable to Contractor for any additional amounts or damages, including but not limited to, anticipated profits, or consequential or incidental damages.

ARTICLE IX - CONFLICTS OF INTEREST

9.1 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional insurance services, except as fully disclosed and approved by the City.

ARTICLE X - OWNERSHIP OF DOCUMENTS

10.1 All documents resulting from the provision of Services under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to sole ownership. All such documents shall be provided to the City once the Services are completed. In the event the Agreement is terminated, Contractor agrees to provide the City all documents relating to the Services within 10 days from the date the Agreement is terminated.

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

ARTICLE XI - NOTICE

11.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Sapoznik Insurance and Associates, Inc.
 1100 NE 163 Street, 2nd Floor
 North Miami Beach, FL 33162

To City: City of Opa-locka
 3400 NW 135th St, Bldg B
 Opa-Locka, FL 33054
 Attention: City Manager

ARTICLE XII - PUBLIC RECORDS

12.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE XIII - COMPLIANCE WITH LAWS

13.1 Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

ARTICLE XIV - INDEMNIFICATION

14.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance and furnishing Services under this Agreement.

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

14.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre judgment interest.

ARTICLE XV - WARRANTIES

16.1 The Contractor warrants that Services shall comply with the Contract Documents and with the usual thoroughness and competence of the Contractor's profession.

16.2 In the event Contractor fails to perform its duties according to the terms of this Agreement, Contractor shall be liable to the City for all costs incurred in enforcing the terms of this Agreement, including but not limited to attorney's fees.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

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

17.2 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

17.3 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties hereto. No modification or amendment shall be valid unless in writing and executed by properly authorized representatives of both Parties.

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

17.4 The Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive and nothing shall preclude the City from engaging other firms to perform Services.

17.5 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

17.6 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

17.7 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the execution of the Services for a period of three years.

ARTICLE XII - NON-DISCRIMINATION

18.1 Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

ARTICLE XIII - COUNTERPARTS

19.1 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

**CITY OF OPA-LOCKA
AGENT OF RECORD
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary:

SAPOZNIK INSURANCE & ASSOCIATES, INC.,
a Florida for-profit corporation:
"Contractor"

By:

By:

Print Name:

Print Name: Rachel Sapoznik

Title:

Title: CEO

ATTEST:

CITY OF OPA-LOCKA, a Florida
Municipal Corporation:
"City"

By:

Joanna Mores

City of Opa-locka

City Clerk

Date:

07/20/2015

By:

Print Name: Kevin L. Baker, Sr.

Title: City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:

Vincent Brown, Esq.

City of Opa-locka

City Attorney

Date:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OPA-LOCKA AND GREATER MIAMI SERVICE CORPS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to expend the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") funds towards programs benefitting the residents of the City of Opa-Locka. CARES Act funds must be expended by September 30, 2021; and

WHEREAS, the City of Opa-Locka has engaged Greater Miami Service Corps ("GMSC") to provide the residents of the City: 1) Summer Right Turn employment and training for young adults ages 18-24 - Located at Segal Park; 2) Senior Housing Rehabilitation; 3) Neighborhood Canvassing- COVID Information. The Hagerty Firm, which administers CARES Act funds, provided the confirmation to proceed in late June, which necessitated staff fast-tracking the aforementioned initiatives; and

WHEREAS, the City desires to enter into the Memorandum of Understanding (MOU), attached hereto as Exhibit "A", with Greater Miami Service Corps to provide services as set forth therein; and

WHEREAS, the City will be billed by GMSC and then reimbursed through the County's CARES Act Program. The expenditure associated with this program is anticipated to be (One Hundred Twenty-One Thousand, Two Hundred Forty-Six Dollars (\$121,246.00)); and

WHEREAS, the City Commission of Opa-Locka desires to ratify the City Manager's action in entering into an agreement with Greater Miami Service Corps.

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

Section 1. Adoptions of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Ratification of Memorandum of Understanding. The City Commission of the City of Opa-Locka, Florida hereby ratifies the Memorandum of Understanding between the City of Opa-Locka and Greater Miami Service Corps, attached hereto as Exhibit "A".

Section 3. Effective Date. This Resolution shall take effect upon the adoption by the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt
Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

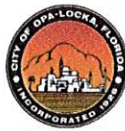
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

City Manager:	John E. Pate			CM Signature:							
Commission Meeting Date:	07.14.2021		Item Type: (Enter X in box)	Resolution	Ordinance		Other				
				X							
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading					
				X		Public Hearing: (Enter X in box)		Yes	No	Yes	No
								X	X	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#:								
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:	City Manager							

Short Title:

A resolution ratifying the MOU between the City of Opa-locka and Greater Miami Service Corps (GMSC)

Staff Summary:

The City of Opa-locka has engaged GMSC to provide residents of the City: **1)** Summer Right Turn employment and training for young adults ages 18-24 – Located at Segal Park, Mon-Fri, 8am – 3pm. Approximately 10 participants will receive \$14/hour for a total of 240 hours; participate in financial literacy and leadership workshops; obtain GED and seal and expungement, if necessary; receive daily lunch; **2)** Senior Housing Rehabilitation – 10 homes selected by Parks staff. GMSC screened addresses on Property Appraisal site which resulted in six (6) homes being lien free and ownership established; **3)** Neighborhood Canvassing-COVID Information – a team will provide residents with information regarding vaccination and testing sites, COVID safety measures, available social services and upcoming COVID-related activities. Funds must be expended by 9/30/21. The Hagerty Firm, which administers CARES Act funds, provided the go-ahead late June, which necessitated staff fast-tracking the indicated initiatives.

Financial Impact

The City will be billed by GMSC and then reimbursed through the County CARES Act program. The expenditure associated with this program is anticipated to be \$121,246. This will require a budget amendment as follows:

Account	Description	Current	Change	Revised
001-334700	Grant Revenue	\$37,620	\$122,000	\$159,620
19-519340	Other Contracted Services	-	\$122,000	\$122,000

Proposed Action:

Staff recommends the approval of this ratification request.

Attachment:

- 1) Summer Right Turn Project; 2) Housing Rehab Detail; 3) Memorandum of Understanding

**Memorandum of Understanding
Between
City of Opa-locka, Florida
and
Greater Miami Service Corps**

This Memorandum of Understanding, hereinafter referred to as “MOU”, is entered into by and between the City of Opa-locka, hereinafter referred to as “City” and Greater Miami Service Corps, hereinafter referred to as “GMSC”.

WHEREAS, the City desires to expend CARES Act funds towards initiatives benefitting the residents of the City of Opa-locka;

WHEREAS, the City desires to enter into the herein described agreement with GMSC to provide services as set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting work arrangements that both Parties agree shall be necessary to complete said services;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the City and GMSC agree as follows:

PURPOSE

The Parties intend for this MOU to provide the specifics of their roles and responsibilities as required for implementation of A) Summer Right Turn Project B) Housing Rehabilitation Project and C) Neighborhood Canvassing--COVID Information. Both Parties to this MOU shall coordinate activities and services described under their respective areas of responsibilities.

SCOPE OF WORK

A. Summer Right Turn Project – GMSC

- Hire 10 young adults, ages 18-24, within the City of Opa-locka
- Submit application form attesting those hired were affected by the pandemic, e.g., loss or reduced wages, unable to find employment, or contracted Coronavirus and was unable to work
- Provide instructor(s), materials, uniforms and equipment as outlined in attached project scope of service.
- Provide all necessary copies of handouts and all materials necessary to conduct workshops
- Provide paid training at \$14/hour for a total of 240 hours
- Hours of Program: 8am – 3pm
- Provide lunch, daily
- Conduct workshops as outlined in attached project scope of service
- Maintain City property, e.g. discard materials, trash, etc., in proper receptacles
- Submit to John Pate, City Manager, in-kind services to be provided

Summer Right Turn Project – CITY

- Provide location and dedicated room for program at Segal Park, 2331 NW 143 Street, Opa-locka, FL 33054
- Provide access to Segal Park from 7am – 3pm
- Provide use of copy equipment, phone and Wi-Fi, as required to conduct program
- Provide access to storage to secure equipment, as necessary
- Agree to adjust budget appropriately should recruits be less than 10, as indicated in the budget

B. Housing Rehabilitation Project – GMSC

- Conduct Rehab/Beautification on six (6) homes in the Opa-locka area
- Conduct thorough background of homes submitted to ensure ownership, clear of liens
- Submit copy of completed CARES Act Initiative Home Beautification Interest Form from each homeowner
- Submit copy of completed CARES Act Beautification Project Intake Eligibility Form for each homeowner
- Provide all manpower, equipment, transportation, etc., as deemed necessary for the completion of all work
- Agree to adjust budget appropriately should any of the six (6) homes become ineligible for the project

Housing Rehabilitation Project – City

- Provide list of seniors in need of home rehab
- Provide color chart of approved colors for homes
- Expedite issuance of required permits
- Provide storage of materials, if available, at Segal Park or other location to be determined

C. Neighborhood Canvassing–COVID Information – GMSC

- Recruit residents from Opa-locka area and participants in Summer Right Turn Program
- Provide an overview of what will be expected
- Hire persons to conduct canvassing (number to be determined based on available resources)
- Hire a Lead Canvasser to direct/manage daily routes of canvassers
- Conduct Canvassing on days/hours to be determined by City, based on available funds
- Place information leaflets in doors, attach to fences, coordinate with complex managers

Neighborhood Canvassing–COVID Information – City

- Provide COVID/Social Service Information for door-to door and housing complex canvassing
- Provide housing complex addresses and management contact information
- Provide list of addresses of Opa-locka homes to be canvassed

PERIOD OF PERFORMANCE

The term of this MOU shall be from July 1, 2021 – September 30, 2021, with services ending by September 17th to allow for program closeout.

INVOICING

- GMSC agrees to invoice the City within a timely period
- GMSC understands all invoices must be submitted by September 30th.

PAYMENT

- The City agrees to expedite payment

This MOU is entered into:

By:

John E. Pate
City Manager
City of Opa-locka

Date

By:


Deborah Dorsett, Executive Director
Greater Miami Service Corps

July 6, 2021

Date

**CITY OF OPALOCKA
GREATER MIAMI SERVICE CORPS
SUMMER RIGHT TURN PROJECT
June 2021 - August 2021**

Item	Annual Salary
Personnel Expenses	
Coordinator \$35.00 x 25 hours x 10 weeks	\$ 8,750.00
Subtotal, Personnel	\$ 8,750.00
Travel	
Travel Mileage RT Outreach Meetings	
Subtotal, Travel	\$ -
Meals	
Lunch 10 Youth \$100 per day x 5 days x 7 weeks	\$ 3,500.00
Subtotal, Program Coordinator	\$ 3,500.00
Other Direct Costs	
Youth Wage Subsidy (\$14 x 240 hours x 10 youth)	\$ 33,600.00
Youth Wage Subsidy (FICA/MICA 33,600 x 7.65%)	\$ 2,570.40
Youth Wage Subsidy Agency Processing Fees 33.35%	\$ 11,205.60
Life Is What You Make It \$300 x 10 youth	\$ 3,000.00
Entrepreneurship and Financial Literacy \$300 x 10 youth	\$ 3,000.00
Mental Toughness \$390 x 10 youth	\$ 3,900.00
Uniforms \$39.00 x 5 uniforms x 10 youth	\$ 1,950.00
Safety Boots \$67.00 x 10 youth	\$ 670.00
Subtotal, Other Direct Costs	\$ 59,896.00
Indirect Costs (10%)	
	\$ 72,146.00

**GREATER MIAMI SERVICE CORPS
CITY OF OPA-LOCKA
HOUSING REHABILITATION
BUDGET DETAIL
June 1, 2021 - September 30, 2021**

		PP	CARES ACT		OTHER FUNDS	TOTAL ALL SOURCES
I.	4010 PERSONNEL Employee					
	Regular Salaries - Employees					
	25% E. Alejo/Eligibility Specialist			-	-	-
	Subtotal Salaries		-	-	-	-
	Subtotal Stipends		-	-	-	-
	4010 Fringe Benefits (112)				-	-
	Subtotal Fringe				-	-
	TOTAL PERSONNEL COSTS		-	-	-	-
II	OPERATING EXPENSES					
	Office Supplies		500			500
	Telephone charges		300			300
	Copy Machine		500			500
	TOTAL OPERATING EXPENSES		1,300	-	-	1,300
III	Home Owner Grant					
	Housing Rehab: Paint and Landscaping \$7,550 x 6 Homes (Includes Labor, Supplies, and Permits)		45,300			45,300
	Ramp		2,500			2,500
	TOTAL Home Owner Grants		47,800			47,800
	TOTAL PROJECT COSTS		49,100			49,100

Total \$ -

RESOLUTION NO. 20-9744

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE "LOCAL EMERGENCY MEASURES IMPLEMENTED BY THE CITY MANAGER OF THE CITY OF OPA-LOCKA, FLORIDA" IMPOSED ON MARCH 26, 2020 DUE TO NOVEL CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 9, 2020, Florida Governor Ron Desantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Executive Order 20-52, Section (4)(0)(1) provides that each municipality in the State of Florida is authorized to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to the taking of whatever prudent action is necessary to ensure the public's health, safety, and welfare; and

WHEREAS, on March 26, 2020, City Manager John E. Pate, issued Order No. 20-02 (See Attached Exhibit "A") which urged the residents of the City of Opa-Locka, Florida to Shelter-in-Place in order to combat the widespread transmission of COVID-19 now occurring throughout the United States; and

WHEREAS, the City Commission of Opa-Locka ("City") desires to ratify the City Managers action in issuing his Order No. 20-02.

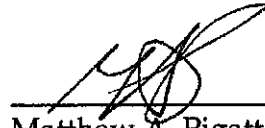
NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. Adoptions of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Ratification of Declaration of City Manager Order 20-52. The City Commission of the City of Opa-Locka, Florida hereby ratifies Order No. 20-02 issued by the City Manager, John Pate, on March 26, 2020.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption, and is subject to the approval of the Governor of the State of Florida or his designee.

PASSED AND ADOPTED this 3rd day of April, 2020.



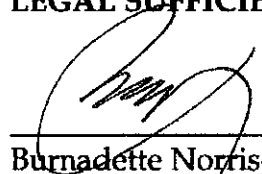
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: COMMISSIONER KELLEY

Seconded by: COMMISSIONER BURKE

VOTE: 5-0

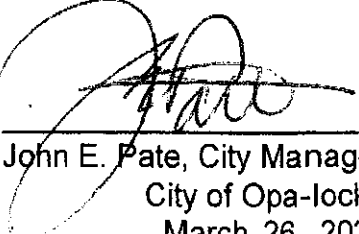
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



ORDER No. 20-02

**DECLARATION OF LOCAL EMERGENCY
MEASURES IMPLEMENTED BY THE CITY
MANAGER OF
THE CITY OF OPA-LOCKA, OF MIAMI-DADE
COUNTY, FLORIDA**

I, John E. Pate, City Manager of the City of Opa-locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, et seq., and 501.160, and Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, by the authority granted to me by Resolution No. 20-9742 passed by the City of Opa-locka City Commission on March 13, 2020 and by my authority under the City of Opa-locka Code of Ordinance 18-2, and by relevant sections of the Miami-Dade County Code of Ordinances, and having determined that because COVID-19 is a natural emergency whose effects are or will be significantly felt within the City of Opa-locka and that on account thereof there is reason to believe that it is necessary to take whatever prudent action is necessary to ensure the health, safety, and welfare of the City of Opa-locka do hereby proclaim and declare that a state of local emergency exists within the City of Opa-locka, County of Miami-Dade, State of Florida and the attached and elected emergency measures are necessary and are hereby instituted urging Opa-locka residents to be SAFER AT HOME.



John E. Pate, City Manager
City of Opa-locka
March 26, 2020

ORDER No. 20-02
LOCAL EMERGENCY MEASURES IMPLEMENTED BY THE
CITY MANAGER OF THE CITY OF OPA-LOCKA, FLORIDA

WHEREAS, on March 9, 2020, Florida Governor Ron Desantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Executive Order 20-52, Section (4)(0)(1) provides that each municipality in the State of Florida is authorized to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to the taking of whatever prudent action is necessary to ensure the public's health, safety, and welfare; and

WHEREAS, COVID-19 is a natural emergency whose increasing effects are being felt within the City of Opa-locka and that on account thereof, there is reason to believe that the virus will continue to spread; and

WHEREAS, Miami-Dade County Mayor Carlos A. Gimenez declared a State of Emergency for South Florida due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, City Manager John E. Pate, declared a Local State of Emergency for the City of Opa-locka due to the threat of COVID-19; and

WHEREAS, the Center for Disease Control ("CDC") is predicting that it is "likely" that "widespread transmission" of COVID-19 will continue to occur within the United States; and

WHEREAS, on March 13, 2020, the City Commission of the City of Opa-locka ratified the declaration of the City Manager pursuant to Resolution No. 20-9742 for the benefit of expressing the seriousness of the local public health and safety matters facing the City and the immediate need for such matters to be addressed; and

WHEREAS, the effects of COVID-19 continue to require extraordinary and immediate actions by the City of Opa-locka in order to protect the public's health, safety, and welfare; and

NOW, THEREFORE, I, John E. Pate, City Manager of the City of Opa Locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, et seq., 501.160, and Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, and by City of Opa-locka Code of Ordinances 18-2 and by relevant sections of the Miami-Dade County Code of Ordinances, by City of Opa-locka Resolution No. 20-9742, in addition to the Local Emergency Measures

I have previously ordered, hereby **ORDER** and promulgate the following additional Local Emergency Measures for the City of Opa-locka, **effective March 27, 2020 at 11:59 p.m.:**

I. SAFER AT HOME

1. All residents living within the City of Opa-locka are hereby ordered to remain in their residence subject only to the exceptions permitted herein.

2. All non-essential travel, including, without limitation, travel on scooter, motorcycle, automobile, or use of public transit is prohibited subject only to the exceptions permitted in Section III below.

3. All residents may leave their residence and persons may travel into the City of Opa-locka to seek goods and services from essential retail establishments and/or to perform work in support of essential activities specifically permitted in this Local Emergency Measure or any emergency order issued by a local municipality, by Miami-Dade County, by the State of Florida, or by the federal government. Travel by personnel of essential retail and commercial activity shall be permitted, including personnel providing essential services to residents within their homes, such as repair landscaping and pool services, home care, or other essential services as provided in Miami Dade County Emergency Orders, as amended, provided persons engaging in these essential activities shall maintain reasonable social distancing practices at all times.

4. Residents may engage in outdoor recreational activity and/or visit recreational areas not otherwise closed to the public pursuant to existing Emergency Orders issued by Miami-Dade County, as amended by Miami-Dade County, or subsequent Emergency Measures by the City of Opa-locka, provided that the individuals maintain a distance of at least six (6) feet between each other.

11. CLOSING OF PLACES OF ASSEMBLAGE IN THE CITY

1. As City Manager, I hereby authorize the closure of places of public

assemblage with designated exceptions.

2. Assemblage by any person or persons in such closed place is hereby prohibited.

III. CLOSURE OF CERTAIN BUSINESSES AND ESTABLISHMENTS IN THE CITY

1. All alcohol service establishments in the City of Opa-Locka that do not serve food are permitted to operate only between the hours of 10 AM to 6:00 PM on each day of the week.

2. All restaurants and retail food facilities in the City of Opa-locka shall be prohibited from serving food for consumption in dining areas on premises, including outdoor seating areas. Restaurants and retail food facilities may continue to operate for the sole purpose of preparing and offering food to customers via delivery, third-party delivery service, carry-out, or drive-thru amenities at any hour. For those establishments offering food carry out options, proprietors are directed to establish safe social distancing practices for those patrons in the queue for pick-up.

3. All movie theaters, live performance venues, bowling alleys, and arcades located in the City of Opa-locka shall be closed to the public.

4. All gyms and fitness centers shall be closed to the public.

5. All casinos, cardrooms, frontons, racetracks, and pari-mutuel facilities shall be closed to the public.

6. Exceptions: Notwithstanding the SAFER AT HOME order provided herein, all visitors or residents of the City of Opa-locka may leave their residence to seek goods and services from "essential retail and commercial establishments" as defined in Miami-Dade County Emergency Order 07-20, as amended by Miami-Dade County, or

subsequent amended Local Emergency Measures for the City of Opa-locka, which are exempt from mandatory closure. These essential retail and commercial establishments generally include, but are not limited to, grocery stores; convenience stores; food distribution centers; restaurants subject to the limitations provided in this Section and subject to social distance separation of at least six (6) feet between patrons; hospitals, pharmacies, and health care providers; gas stations and auto-repair facilities; banks and financial institutions; hardware stores; businesses that provide postal/shipping services and other *office* products; laundry service providers; childcare facilities providing services to groups of 10 or fewer and subject to limitations in County Emergency Orders; exempt professional services; home-based care for seniors, adults or children; pet supply stores, veterinarian and pet boarding facilities; and offices in support of essential retail and commercial activities. See Miami- Dade County Emergency Order 07-20 and Amendments thereto.

IV. LIMITATION OF OCCUPANCY LOAD AT CERTAIN PLACES

1. No essential retail businesses or commercial establishments of any kind in the City of Opa-locka shall be permitted to operate and shall immediately cease all business activities and operations, if, at any time, the total occupancy load of any essential business or establishment meets or exceeds fifty percent (50%) of the business' or establishment's authorized total occupancy load. Notwithstanding the foregoing, all businesses or establishments may avoid the prohibition set forth herein if such business or establishment immediately reduces its occupancy load to fifty percent (50%) of the business' or establishment's authorized total occupancy load.

2. Notwithstanding the above, no essential businesses or establishments of any kind with an occupancy load of five-hundred (500) or

more shall be permitted to operate, if, at any time, the total occupancy load of any business or establishment meets or exceeds two-hundred fifty (250) persons.

V. NON-ESSENTIAL RETAIL AND COMMERCIAL ESTABLISHMENTS

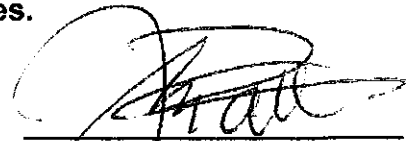
1. All business and establishments not deemed "essential retail and commercial establishments "as provided in Miami-Dade County Emergency Order 07-20, as amended by Miami-Dade County, are hereby deemed to be non-essential and, therefore, such businesses and establishments within the territorial limits of the City of Opa-locka shall continue to remain CLOSED and may resume operations upon termination of these Local Emergency Measures.

VI. BAN ON UNCONSCIONABLE PRICING (PRICE GOUGING)

1. No person shall during a declared state of local emergency impose unconscionable prices for any essential commodity, including but not limited to goods, supplies, services, provisions, materials, resources, equipment, or any article of commerce and includes, without limitation water, food, ice, chemicals, petroleum products, sanitizers, cleaning products, and lumber necessary for consumption and/or use as a direct result of the emergency.

2. No person shall during a declared state of local emergency impose unconscionable prices for the rental or lease of any dwelling unit or storage facility.

All requirements and directives contained in this Local Emergency Measure, as well as all active Miami-Dade County Emergency Orders and all Executive Orders issued by Florida Governor Ron Desantis shall be strictly adhered to at all times and enforceable pursuant to the Code of the City of Opa-locka and Section 252.50, Florida Statutes.



John E. Fite, City Manager
City of Opa-locka
March 26, 2020

NOTICE OF ORDER No. 20-02 DECLARATION OF LOCAL EMERGENCY MEASURES

Under the provisions of law and §§ 252.31 - 252.60, Florida Statutes, the City Manager declared on March 13, 2020, that a State of Local Emergency continues to exist and it is the intent that the declared emergency will extend for the same period of time as Miami-Dade County, Florida state of emergency and in accordance with the authority granted to municipalities pursuant to Executive Order Number 20-52 promulgated by Governor Ron Desantis on March 9, 2020, there is reason to believe that there continues to exist a clear and present danger of substantial injury to the health, safety, and welfare of persons or to property, all of which constitute an imminent threat to public peace and order and to the general welfare of this City and, therefore, the *attached* Local Emergency Measures are necessary and are hereby necessary and being promulgated pursuant with Section 252.38, Florida Statutes, after coordination with Miami-Dade County.

All persons within the City of Opa-locka are advised to become informed as to the contents of the attached Order No. 20-02 Declaration of Local Emergency Measures and to keep informed as to the issuance of further Local Supplementary Emergency Orders. Any violations of Order No. 20-02 Declaration of Local Emergency Measures and previously promulgated Local Emergency Measures may be subject persons to arrest and conviction thereof to the penalties as provided by law.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE
CITY OF OPA-LOCKA TO JOIN WITH THE STATE OF
FLORIDA AND OTHER LOCAL GOVERNMENTAL
UNITS AS A PARTICIPANT IN THE FLORIDA
MEMORANDUM OF UNDERSTANDING AND
FORMAL AGREEMENTS IMPLEMENTING A UNIFIED
PLAN; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Opa-Locka ("City") has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, City of Opa-Locka and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution.

Section 2. Participation in Florida Plan. The City of Opa-Locka finds that participation in the Florida Plan would be in the best interest of the City and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 3. Support for Unified Plan. The City of Opa-Locka hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A.”

Section 4. Authorization of City Manager. The City Manager is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit “A.” The City Manager is also authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

Section 5. Recordation by City Clerk. The City Clerk for the City of Opa-Locka is hereby instructed to record this Resolution in the appropriate record book upon its adoption.

Section 6. Transmittal. The City Clerk for the City of Opa-Locka is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida Florida League of Cities/Florida Association of Counties and Attorney General Ashley Moody c/o John M. Guard The Capitol, PL-01 Tallahassee, FL 32399-1050

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 14th day of July 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund	15%
Regional Fund	35%
Scenario 1	\$ 130,000,000.00
City/County Fund Scenario 1	\$ 19,500,000.00
Regional Fund Scenario 1	\$ 45,500,000.00
Scenario 2	\$ 100,000,000.00
City/County Fund Scenario 2	\$ 15,000,000.00
Regional Fund Scenario 2	\$ 35,000,000.00
Scenario 3	\$ 70,000,000.00
City/County Fund Scenario 3	\$ 10,500,000.00
Regional Fund Scenario 3	\$ 24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			\$ 564,682.37		\$ 434,371.06		\$ 304,059.74
	Alachua County		0.821689546303%	\$ 160,229.46		\$ 123,253.43		\$ 86,277.40	
	Alachua		0.013113332457%	\$ 2,957.10		\$ 1,967.00		\$ 1,376.90	
	Archer		0.000219705515%	\$ 42.84		\$ 32.96		\$ 23.07	
	Gainesville		0.381597611347%	\$ 74,411.53		\$ 57,239.64		\$ 40,067.75	
	Hawthorne		0.000270546460%	\$ 52.76		\$ 40.58		\$ 28.41	
	High Springs		0.011987568663%	\$ 2,337.58		\$ 1,798.14		\$ 1,258.69	
	La Crosse		0.000975056706%	\$ 190.14		\$ 146.26		\$ 102.38	
	Micanopy		0.002113530737%	\$ 412.14		\$ 317.03		\$ 221.92	
	Newberry		0.006102729215%	\$ 1,190.03		\$ 915.41		\$ 640.79	
	Waldo		0.002988721299%	\$ 582.80		\$ 448.31		\$ 313.82	
Baker		0.193173804130%			\$ 87,894.08		\$ 67,610.83		\$ 47,327.58
	Baker County		0.169449240037%	\$ 33,042.60		\$ 25,417.39		\$ 17,792.17	
	Glen St. Mary		0.000096234647%	\$ 18.77		\$ 14.44		\$ 10.10	
	Macclenny		0.023628329446%	\$ 4,607.52		\$ 3,544.25		\$ 2,480.97	
Bay		0.839656373312%			\$ 382,043.65		\$ 293,879.73		\$ 205,715.81
	Bay County		0.508772605155%	\$ 99,210.66		\$ 76,315.89		\$ 53,421.12	
	Callaway		0.024953825527%	\$ 4,866.00		\$ 3,743.07		\$ 2,620.15	
	Lynn Haven		0.039205632015%	\$ 7,645.10		\$ 5,880.84		\$ 4,116.59	
	Mexico Beach		0.005614292988%	\$ 1,094.79		\$ 842.14		\$ 589.50	
	Panama City		0.155153855596%	\$ 30,255.00		\$ 23,273.08		\$ 16,291.15	
	Panama City Beach		0.080897023117%	\$ 15,774.92		\$ 12,134.55		\$ 8,494.19	
	Parker		0.008704696178%	\$ 1,697.42		\$ 1,305.70		\$ 913.99	
	Springfield		0.016354442736%	\$ 3,189.12		\$ 2,453.17		\$ 1,717.22	
Bradford		0.189484204081%			\$ 86,215.31		\$ 66,319.47		\$ 46,423.63
	Bradford County		0.151424309090%	\$ 29,527.74		\$ 22,713.65		\$ 15,899.55	
	Brooker		0.000424885045%	\$ 82.85		\$ 63.73		\$ 44.61	
	Hampton		0.002839829959%	\$ 553.77		\$ 425.97		\$ 298.18	
	Lawtey		0.003400896108%	\$ 663.17		\$ 510.13		\$ 357.09	
	Starke		0.031392468132%	\$ 6,121.53		\$ 4,708.87		\$ 3,296.21	
Brevard		3.878799180444%			\$ 1,764,853.63		\$ 1,357,579.71		\$ 950,305.80
	Brevard County		2.323022668525%	\$ 452,989.42		\$ 348,453.40		\$ 243,917.38	
	Cape Canaveral		0.045560750209%	\$ 8,884.35		\$ 6,834.11		\$ 4,783.88	
	Cocoa		0.149245411423%	\$ 29,102.86		\$ 22,386.81		\$ 15,670.77	
	Cocoa Beach		0.084363286155%	\$ 16,450.84		\$ 12,654.49		\$ 8,858.15	
	Grant-Valkaria		0.000321387406%	\$ 62.67		\$ 48.21		\$ 33.75	
	Indianalantic		0.024136738902%	\$ 4,706.66		\$ 3,620.51		\$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	\$ 4,112.53		\$ 3,163.49		\$ 2,214.44	
	Malabar		0.002505732317%	\$ 488.62		\$ 375.96		\$ 263.10	
	Melbourne		0.383104682233%	\$ 74,705.41		\$ 57,465.70		\$ 40,225.99	
	Melbourne Beach		0.012091066302%	\$ 2,357.76		\$ 1,813.66		\$ 1,269.56	
	Melbourne Village		0.003782203200%	\$ 737.53		\$ 567.33		\$ 397.13	
	Palm Bay		0.404817397481%	\$ 78,939.39		\$ 60,722.61		\$ 42,505.83	
	Palm Shores		0.000127102364%	\$ 24.78		\$ 19.07		\$ 13.35	
	Rockledge		0.096603243798%	\$ 18,837.63		\$ 14,490.49		\$ 10,143.34	
	Satellite Beach		0.035975416224%	\$ 7,015.21		\$ 5,396.31		\$ 3,777.42	
	Titusville		0.240056418924%	\$ 46,811.00		\$ 36,008.46		\$ 25,205.92	
	West Melbourne		0.051997577066%	\$ 10,139.53		\$ 7,799.64		\$ 5,459.75	
Broward		9.057962672578%			\$ 4,121,373.02		\$ 3,170,286.94		\$ 2,219,200.85
	Broward County		3.966403576878%	\$ 773,448.70		\$ 594,960.54		\$ 416,472.38	
	Coconut Creek		0.101131719448%	\$ 19,720.69		\$ 15,169.76		\$ 10,618.83	
	Cooper City		0.073935445073%	\$ 14,417.41		\$ 11,090.32		\$ 7,763.22	
	Coral Springs		0.323406517664%	\$ 63,064.27		\$ 48,510.98		\$ 33,957.68	
	Dania Beach		0.017807041180%	\$ 3,472.37		\$ 2,671.06		\$ 1,869.74	
	Davie		0.266922227153%	\$ 52,049.83		\$ 40,038.33		\$ 28,026.83	
	Deerfield Beach		0.202423224725%	\$ 39,472.53		\$ 30,363.48		\$ 21,254.44	
	Fort Lauderdale		0.830581264531%	\$ 161,963.35		\$ 124,587.19		\$ 87,211.03	
	Hallandale Beach		0.154950491814%	\$ 30,215.35		\$ 23,242.57		\$ 16,269.80	
	Hillsboro Beach		0.012407006463%	\$ 2,419.37		\$ 1,861.05		\$ 1,302.74	
	Hollywood		0.520164608456%	\$ 101,432.10		\$ 78,024.69		\$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	\$ 4,447.48		\$ 3,421.14		\$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	\$	12,211.90	\$	9,393.77	\$	6,575.64
	Lauderhill		0.144382838130%	\$	28,154.65	\$	21,657.43	\$	15,160.20
	Lazy Lake		0.000021788977%	\$	4.25	\$	3.27	\$	2.29
	Lighthouse Point		0.029131861803%	\$	5,680.71	\$	4,369.78	\$	3,058.85
	Margate		0.143683775129%	\$	28,018.34	\$	21,552.57	\$	15,086.80
	Miramar		0.279280208419%	\$	54,459.64	\$	41,892.03	\$	29,324.42
	North Lauderdale		0.066069624496%	\$	12,883.58	\$	9,910.44	\$	6,937.31
	Oakland Park		0.100430840699%	\$	19,584.01	\$	15,064.63	\$	10,545.24
	Ocean Breeze		0.005381877237%	\$	1,049.47	\$	807.28	\$	565.10
	Parkland		0.045804060448%	\$	8,931.79	\$	6,870.61	\$	4,809.43
	Pembroke Park		0.024597938908%	\$	4,796.60	\$	3,689.69	\$	2,582.78
	Pembroke Pines		0.462832363603%	\$	90,252.31	\$	69,424.85	\$	48,597.40
	Plantation		0.213918725664%	\$	41,714.15	\$	32,087.81	\$	22,461.47
	Pompano Beach		0.335472163493%	\$	65,417.07	\$	50,320.82	\$	35,224.58
	Sea Ranch Lakes		0.005024174870%	\$	979.71	\$	753.63	\$	527.54
	Southwest Ranches		0.025979723178%	\$	5,066.05	\$	3,896.96	\$	2,727.87
	Sunrise		0.286071106146%	\$	55,783.87	\$	42,910.67	\$	30,037.47
	Tamarac		0.134492458472%	\$	26,226.03	\$	20,173.87	\$	14,121.71
	Weston		0.138637811283%	\$	27,034.37	\$	20,795.67	\$	14,556.97
	West Park		0.029553115352%	\$	5,762.86	\$	4,432.97	\$	3,103.08
	Wilton Manors		0.031630331127%	\$	6,167.91	\$	4,744.55	\$	3,321.18
Calhoun		0.047127740781%		\$	21,443.12	\$	16,494.71	\$	11,546.30
	Calhoun County		0.038866087128%	\$	7,578.89	\$	5,829.91	\$	4,080.94
	Altha		0.000366781107%	\$	71.52	\$	55.02	\$	38.51
	Blountstown		0.007896688293%	\$	1,539.85	\$	1,184.50	\$	829.15
Charlotte		0.737346233376%		\$	335,492.54	\$	258,071.18	\$	180,649.83
	Charlotte County		0.690225755587%	\$	134,594.02	\$	103,533.86	\$	72,473.70
	Punta Gorda		0.047120477789%	\$	9,188.49	\$	7,068.07	\$	4,947.65
Citrus		0.969645776606%		\$	441,188.83	\$	339,376.02	\$	237,563.22
	Citrus County		0.929715661117%	\$	181,294.55	\$	139,457.35	\$	97,620.14
	Crystal River		0.021928789266%	\$	4,276.11	\$	3,289.32	\$	2,302.52
	Inverness		0.018001326222%	\$	3,510.26	\$	2,700.20	\$	1,890.14
Clay		1.193429461456%		\$	543,010.40	\$	417,700.31	\$	292,390.22
	Clay County		1.055764891131%	\$	205,874.15	\$	158,364.73	\$	110,855.31
	Green Cove Springs		0.057762577142%	\$	11,263.70	\$	8,664.39	\$	6,065.07
	Keystone Heights		0.000753535443%	\$	146.94	\$	113.03	\$	79.12
	Orange Park		0.078589207339%	\$	15,324.90	\$	11,788.38	\$	8,251.87
	Penney Farms		0.000561066149%	\$	109.41	\$	84.16	\$	58.91
Collier		1.551333376427%		\$	705,856.69	\$	542,966.68	\$	380,076.68
	Collier County		1.354673336030%	\$	264,161.30	\$	203,201.00	\$	142,240.70
	Everglades		0.000148891341%	\$	29.03	\$	22.33	\$	15.63
	Marco Island		0.062094952003%	\$	12,108.52	\$	9,314.24	\$	6,519.97
	Naples		0.134416197054%	\$	26,211.16	\$	20,162.43	\$	14,113.70
Columbia		0.446781150792%		\$	203,285.42	\$	156,373.40	\$	109,461.38
	Columbia County		0.341887201373%	\$	66,668.00	\$	51,283.08	\$	35,898.16
	Fort White		0.000236047247%	\$	46.03	\$	35.41	\$	24.78
	Lake City		0.104659717920%	\$	20,408.64	\$	15,698.96	\$	10,989.27
DeSoto		0.113640407802%		\$	51,706.39	\$	39,774.14	\$	27,841.90
	DeSoto County		0.096884684746%	\$	18,892.51	\$	14,532.70	\$	10,172.89
	Arcadia		0.016755723056%	\$	3,267.37	\$	2,513.36	\$	1,759.35
Dixie		0.103744580900%		\$	47,203.78	\$	36,310.60	\$	25,417.42
	Dixie County		0.098822087921%	\$	19,270.31	\$	14,823.31	\$	10,376.32
	Cross City		0.004639236282%	\$	904.65	\$	695.89	\$	487.12
	Horseshoe Beach		0.000281440949%	\$	54.88	\$	42.22	\$	29.55
Duval		5.434975156935%		\$	2,472,913.70	\$	1,902,241.30	\$	1,331,568.91
	Jacksonville		5.270570064997%	\$	1,027,761.16	\$	790,585.51	\$	553,409.86
	Atlantic Beach		0.038891507601%	\$	7,583.84	\$	5,833.73	\$	4,083.61
	Baldwin		0.002251527589%	\$	439.05	\$	337.73	\$	236.41
	Jacksonville Beach		0.100447182431%	\$	19,587.20	\$	15,067.08	\$	10,546.95
	Neptune Beach		0.022814874318%	\$	4,448.90	\$	3,422.23	\$	2,395.56
Escambia		1.341634449244%		\$	610,443.67	\$	469,572.06	\$	328,700.44
	Escambia County		1.005860871574%	\$	196,142.87	\$	150,879.13	\$	105,615.39
	Century		0.005136751249%	\$	1,001.67	\$	770.51	\$	539.36
	Pensacola		0.330636826421%	\$	64,474.18	\$	49,595.52	\$	34,716.87
Flagler		0.389864712244%		\$	177,388.44	\$	136,452.65	\$	95,516.85
	Flagler County		0.279755934409%	\$	54,552.41	\$	41,963.39	\$	29,374.37
	Beverly Beach		0.000154338585%	\$	30.10	\$	23.15	\$	16.21
	Bunnell		0.009501809575%	\$	1,852.85	\$	1,425.27	\$	997.69
	Flagler Beach		0.015482883669%	\$	3,019.16	\$	2,322.43	\$	1,625.70
	Marineland		0.000114392127%	\$	22.31	\$	17.16	\$	12.01
	Palm Coast		0.084857169626%	\$	16,547.15	\$	12,728.58	\$	8,910.00
Franklin		0.049911282550%		\$	22,709.63	\$	17,468.95	\$	12,228.26
	Franklin County		0.046254365966%	\$	9,019.60	\$	6,938.15	\$	4,856.71
	Apalachicola		0.001768538606%	\$	344.87	\$	265.28	\$	185.70
	Carabelle		0.001888377978%	\$	368.23	\$	283.26	\$	198.28
Gadsden		0.123656074077%		\$	56,263.51	\$	43,279.63	\$	30,295.74
	Gadsden County		0.090211810642%	\$	17,591.30	\$	13,531.77	\$	9,472.24

	Chattahoochee		0.004181667772%	\$	815.43		\$	627.25		\$	439.08		
	Greensboro		0.000492067723%	\$	95.95		\$	73.81		\$	51.67		
	Gretna		0.002240633101%	\$	436.92		\$	336.09		\$	235.27		
	Havana		0.005459954403%	\$	1,064.69		\$	818.99		\$	573.30		
	Midway		0.001202025213%	\$	234.39		\$	180.30		\$	126.21		
	Quincy		0.019867915223%	\$	3,874.24		\$	2,980.19		\$	2,086.13		
Gilchrist		0.064333769355%				\$	29,271.87		\$	22,516.82		\$	15,761.77
	Gilchrist County		0.061274233881%	\$	11,948.48		\$	9,191.14		\$	6,433.79		
	Bell		0.000099866143%	\$	19.47		\$	14.98		\$	10.49		
	Fanning Springs		0.000388570084%	\$	75.77		\$	58.29		\$	40.80		
	Trenton		0.002571099247%	\$	501.36		\$	385.66		\$	269.97		
Glades		0.040612836758%				\$	18,478.84		\$	14,214.49		\$	9,950.15
	Glades County		0.040420367464%	\$	7,881.97		\$	6,063.06		\$	4,244.14		
	Moore Haven		0.000192469294%	\$	37.53		\$	28.87		\$	20.21		
Gulf		0.059914238588%				\$	27,260.98		\$	20,969.98		\$	14,678.99
	Gulf County		0.054715751905%	\$	10,669.57		\$	8,207.36		\$	5,745.15		
	Port St. Joe		0.004817179591%	\$	939.35		\$	722.58		\$	505.80		
	Wewahitchka		0.000381307092%	\$	74.35		\$	57.20		\$	40.04		
Hamilton		0.047941195910%				\$	21,813.24		\$	16,779.42		\$	11,745.59
	Hamilton County		0.038817061931%	\$	7,569.33		\$	5,822.56		\$	4,075.79		
	Jasper		0.004869836285%	\$	949.62		\$	730.48		\$	511.33		
	Jennings		0.002623755940%	\$	511.63		\$	393.56		\$	275.49		
	White Springs		0.001630541754%	\$	317.96		\$	244.58		\$	171.21		
Hardee		0.067110048132%				\$	30,535.07		\$	23,488.52		\$	16,441.96
	Hardee County		0.058100306280%	\$	11,329.56		\$	8,715.05		\$	6,100.53		
	Bowling Green		0.001797590575%	\$	350.53		\$	269.64		\$	188.75		
	Wauchula		0.006667426860%	\$	1,300.15		\$	1,000.11		\$	700.08		
	Zolfo Springs		0.000544724417%	\$	106.22		\$	81.71		\$	57.20		
Hendry		0.144460915297%				\$	65,729.72		\$	50,561.32		\$	35,392.92
	Hendry County		0.122147187443%	\$	23,818.70		\$	18,322.08		\$	12,825.45		
	Clewiston		0.017589151414%	\$	3,429.88		\$	2,638.37		\$	1,846.86		
	LaBelle		0.004724576440%	\$	921.29		\$	708.69		\$	496.08		
Hernando		1.510075949110%				\$	687,084.56		\$	528,526.58		\$	369,968.61
	Hernando County		1.447521612849%	\$	282,266.71		\$	217,128.24		\$	151,989.77		
	Brooksville		0.061319627583%	\$	11,957.33		\$	9,197.94		\$	6,438.56		
	Weeki Wachee		0.001234708678%	\$	240.77		\$	185.21		\$	129.64		
Highlands		0.357188510237%				\$	162,520.77		\$	125,015.98		\$	87,511.19
	Highlands County		0.287621754986%	\$	56,086.24		\$	43,143.26		\$	30,200.28		
	Avon Park		0.025829016090%	\$	5,036.66		\$	3,874.35		\$	2,712.05		
	Lake Placid		0.005565267790%	\$	1,085.23		\$	834.79		\$	584.35		
	Sebring		0.038172471371%	\$	7,443.63		\$	5,725.87		\$	4,008.11		
Hillsborough		8.710984113657%				\$	3,963,497.77		\$	3,048,844.44		\$	2,134,191.11
	Hillsborough County		6.523111204400%	\$	1,272,006.68		\$	978,466.68		\$	684,926.68		
	Plant City		0.104218491142%	\$	20,322.61		\$	15,632.77		\$	10,942.94		
	Tampa		1.975671881253%	\$	385,256.02		\$	296,350.78		\$	207,445.55		
	Temple Terrace		0.107980721113%	\$	21,056.24		\$	16,197.11		\$	11,337.98		
Holmes		0.081612427851%				\$	37,133.65		\$	28,564.35		\$	19,995.04
	Holmes County		0.066805002459%	\$	13,026.98		\$	10,020.75		\$	7,014.53		
	Bonifay		0.006898026863%	\$	1,345.12		\$	1,034.70		\$	724.29		
	Esto		0.006269778036%	\$	1,222.61		\$	940.47		\$	658.33		
	Noma		0.001278286631%	\$	249.27		\$	191.74		\$	134.22		
	Ponce de Leon		0.000179759057%	\$	35.05		\$	26.96		\$	18.87		
	Westville		0.000179759057%	\$	35.05		\$	26.96		\$	18.87		
Indian River		0.753076058781%				\$	342,649.61		\$	263,576.62		\$	184,503.63
	Indian River County		0.623571460217%	\$	121,596.43		\$	93,535.72		\$	65,475.00		
	Fellsmere		0.004917045734%	\$	958.82		\$	737.56		\$	516.29		
	Indian River shores		0.025322422382%	\$	4,937.87		\$	3,798.36		\$	2,658.85		
	Orchid		0.000306861421%	\$	59.84		\$	46.03		\$	32.22		
	Sebastian		0.038315915467%	\$	7,471.60		\$	5,747.39		\$	4,023.17		
	Vero Beach		0.060642353558%	\$	11,825.26		\$	9,096.35		\$	6,367.45		
Jackson		0.158936058795%				\$	72,315.91		\$	55,627.62		\$	38,939.33
	Jackson County		0.075213731704%	\$	14,666.68		\$	11,282.06		\$	7,897.44		
	Alford		0.000303229925%	\$	59.13		\$	45.48		\$	31.84		
	Bascom		0.000061735434%	\$	12.04		\$	9.26		\$	6.48		
	Campbellton		0.001648699234%	\$	321.50		\$	247.30		\$	173.11		
	Cottondale		0.001093080329%	\$	213.15		\$	163.96		\$	114.77		
	Graceville		0.002794436257%	\$	544.92		\$	419.17		\$	293.42		
	Grandridge		0.000030867717%	\$	6.02		\$	4.63		\$	3.24		
	Greenwood		0.001292812616%	\$	252.10		\$	193.92		\$	135.75		
	Jacob City		0.000481173235%	\$	93.83		\$	72.18		\$	50.52		
	Malone		0.000092603151%	\$	18.06		\$	13.89		\$	9.72		
	Marianna		0.073519638768%	\$	14,336.33		\$	11,027.95		\$	7,719.56		
	Sneads		0.002404050426%	\$	468.79		\$	360.61		\$	252.43		
Jefferson		0.040821647784%				\$	18,573.85		\$	14,287.58		\$	10,001.30
	Jefferson County		0.037584169001%	\$	7,328.91		\$	5,637.63		\$	3,946.34		
	Monticello		0.003237478783%	\$	631.31		\$	485.62		\$	339.94		
Lafayette		0.031911772076%				\$	14,519.86		\$	11,169.12		\$	7,818.38

	Lafayette County		0.031555885457%	\$	6,153.40		\$	4,733.38		\$	3,313.37		
	Mayo		0.000355886619%	\$	69.40		\$	53.38		\$	37.37		
Lake		1.139211224519%				\$	518,341.11		\$	398,723.93		\$	279,106.75
	Lake County		0.757453827343%	\$	147,703.50		\$	113,618.07		\$	79,532.65		
	Astatula		0.002727253579%	\$	531.81		\$	409.09		\$	286.36		
	Clermont		0.075909163209%	\$	14,802.29		\$	11,386.37		\$	7,970.46		
	Eustis		0.041929254098%	\$	8,176.20		\$	6,289.39		\$	4,402.57		
	Fruitland Park		0.008381493024%	\$	1,634.39		\$	1,257.22		\$	880.06		
	Groveland		0.026154034992%	\$	5,100.04		\$	3,923.11		\$	2,746.17		
	Howey-In-The-Hills		0.002981458307%	\$	581.38		\$	447.22		\$	313.05		
	Lady Lake		0.025048244426%	\$	4,884.41		\$	3,757.24		\$	2,630.07		
	Leesburg		0.091339390185%	\$	17,811.18		\$	13,700.91		\$	9,590.64		
	Mascotte		0.011415608025%	\$	2,226.04		\$	1,712.34		\$	1,198.64		
	Minneola		0.016058475803%	\$	3,131.40		\$	2,408.77		\$	1,686.14		
	Montverde		0.001347285057%	\$	262.72		\$	202.09		\$	141.46		
	Mount Dora		0.041021380070%	\$	7,999.17		\$	6,153.21		\$	4,307.24		
	Tavares		0.031820984673%	\$	6,205.09		\$	4,773.15		\$	3,341.20		
	Umatilla		0.005623371728%	\$	1,096.56		\$	843.51		\$	590.45		
Lee		3.325371883359%				\$	1,513,044.21		\$	1,163,880.16		\$	814,716.11
	Lee County		2.115268407509%	\$	412,477.34		\$	317,290.26		\$	222,103.18		
	Bonita Springs		0.017374893143%	\$	3,388.10		\$	2,606.23		\$	1,824.36		
	Cape Coral		0.714429677167%	\$	139,313.79		\$	107,164.45		\$	75,015.12		
	Estero		0.012080171813%	\$	2,355.63		\$	1,812.03		\$	1,268.42		
	Fort Myers		0.431100350585%	\$	84,064.57		\$	64,665.05		\$	45,265.54		
	Fort Myers Beach		0.000522935440%	\$	101.97		\$	78.44		\$	54.91		
	Sanibel		0.034595447702%	\$	6,746.11		\$	5,189.32		\$	3,632.52		
Leon		0.897199244939%				\$	408,225.66		\$	314,019.74		\$	219,813.82
	Leon County		0.471201146391%	\$	91,884.22		\$	70,680.17		\$	49,476.12		
	Tallahassee		0.425998098549%	\$	83,069.63		\$	63,899.71		\$	44,729.80		
Levy		0.251192401748%				\$	114,292.54		\$	87,917.34		\$	61,542.14
	Levy County		0.200131750679%	\$	39,025.69		\$	30,019.76		\$	21,013.83		
	Bronson		0.005701448994%	\$	1,111.78		\$	855.22		\$	598.65		
	Cedar Key		0.005180329202%	\$	1,010.16		\$	777.05		\$	543.93		
	Chiefland		0.015326729337%	\$	2,988.71		\$	2,299.01		\$	1,609.31		
	Fanning Springs		0.000808007885%	\$	157.56		\$	121.20		\$	84.84		
	Inglis		0.004976965420%	\$	970.51		\$	746.54		\$	522.58		
	Otter Creek		0.000408543312%	\$	79.67		\$	61.28		\$	42.90		
	Williston		0.017774357715%	\$	3,466.00		\$	2,666.15		\$	1,866.31		
	Yankeetown		0.000884269303%	\$	172.43		\$	132.64		\$	92.85		
Liberty		0.019399452225%				\$	8,826.75		\$	6,789.81		\$	4,752.87
	Liberty County		0.019303217578%	\$	3,764.13		\$	2,895.48		\$	2,026.84		
	Bristol		0.000096234647%	\$	18.77		\$	14.44		\$	10.10		
Madison		0.063540287455%				\$	28,910.83		\$	22,239.10		\$	15,567.37
	Madison County		0.053145129837%	\$	10,363.30		\$	7,971.77		\$	5,580.24		
	Greenville		0.000110760631%	\$	21.60		\$	16.61		\$	11.63		
	Lee		0.000019973229%	\$	3.89		\$	3.00		\$	2.10		
	Madison		0.010264423758%	\$	2,001.56		\$	1,539.66		\$	1,077.76		
Manatee		2.721323346235%				\$	1,238,202.12		\$	952,463.17		\$	666,724.22
	Manatee County		2.201647174006%	\$	429,321.20		\$	330,247.08		\$	231,172.95		
	Anna Maria		0.009930326116%	\$	1,936.41		\$	1,489.55		\$	1,042.68		
	Bradenton		0.379930754632%	\$	74,086.50		\$	56,989.61		\$	39,892.73		
	Bradenton Beach		0.014012127744%	\$	2,732.36		\$	2,101.82		\$	1,471.27		
	Holmes Beach		0.028038781473%	\$	5,467.56		\$	4,205.82		\$	2,944.07		
	Longboat Key		0.034895046131%	\$	6,804.53		\$	5,234.26		\$	3,663.98		
	Palmetto		0.052869136132%	\$	10,309.48		\$	7,930.37		\$	5,551.26		
Marion		1.701176168960%				\$	774,035.16		\$	595,411.66		\$	416,788.16
	Marion County		1.303728892837%	\$	254,227.13		\$	195,559.33		\$	136,891.53		
	Bellevue		0.009799592256%	\$	1,910.92		\$	1,469.94		\$	1,028.96		
	Dunnellon		0.018400790795%	\$	3,588.15		\$	2,760.12		\$	1,932.08		
	McIntosh		0.000145259844%	\$	28.33		\$	21.79		\$	15.25		
	Ocala		0.368994504094%	\$	71,953.93		\$	55,349.18		\$	38,744.42		
	Reddick		0.000107129135%	\$	20.89		\$	16.07		\$	11.25		
Martin		0.869487298116%				\$	395,616.72		\$	304,320.55		\$	213,024.39
	Martin County		0.750762795758%	\$	146,398.75		\$	112,614.42		\$	78,830.09		
	Jupiter Island		0.020873839646%	\$	4,070.40		\$	3,131.08		\$	2,191.75		
	Ocean Breeze Park		0.008270732393%	\$	1,612.79		\$	1,240.61		\$	868.43		
	Sewall's Point		0.008356072551%	\$	1,629.43		\$	1,253.41		\$	877.39		
	Stuart		0.081223857767%	\$	15,838.65		\$	12,183.58		\$	8,528.51		
Miami-Dade		5.232119784173%				\$	2,380,614.50		\$	1,831,241.92		\$	1,281,869.35
	Miami-Dade County		4.282797675552%	\$	835,145.55		\$	642,419.65		\$	449,693.76		
	Aventura		0.024619727885%	\$	4,800.85		\$	3,692.96		\$	2,585.07		
	Bal Harbour		0.010041086747%	\$	1,958.01		\$	1,506.16		\$	1,054.31		
	Bay Harbor Islands		0.004272455175%	\$	833.13		\$	640.87		\$	448.61		
	Biscayne Park		0.001134842535%	\$	221.29		\$	170.23		\$	119.16		
	Coral Gables		0.071780152131%	\$	13,997.13		\$	10,767.02		\$	7,536.92		
	Cutler Bay		0.009414653668%	\$	1,835.86		\$	1,412.20		\$	988.54		
	Doral		0.013977628531%	\$	2,725.64		\$	2,096.64		\$	1,467.65		

	El Portal		0.000924215760%	\$	180.22	\$	138.63	\$	97.04	
	Florida City		0.003929278792%	\$	766.21	\$	589.39	\$	412.57	
	Golden Beach		0.002847092951%	\$	555.18	\$	427.06	\$	298.94	
	Hialeah		0.098015895785%	\$	19,113.10	\$	14,702.38	\$	10,291.67	
	Hialeah Gardens		0.005452691411%	\$	1,063.27	\$	817.90	\$	572.53	
	Homestead		0.024935668046%	\$	4,862.46	\$	3,740.35	\$	2,618.25	
	Indian Creek		0.002543863026%	\$	496.05	\$	381.58	\$	267.11	
	Key Biscayne		0.013683477346%	\$	2,668.28	\$	2,052.52	\$	1,436.77	
	Medley		0.008748274131%	\$	1,705.91	\$	1,312.24	\$	918.57	
	Miami		0.292793005448%	\$	57,094.64	\$	43,918.95	\$	30,743.27	
	Miami Beach		0.181409572478%	\$	35,374.87	\$	27,211.44	\$	19,048.01	
	Miami Gardens		0.040683650932%	\$	7,933.31	\$	6,102.55	\$	4,271.78	
	Miami Lakes		0.007836768608%	\$	1,528.17	\$	1,175.52	\$	822.86	
	Miami Shores		0.006287935516%	\$	1,226.15	\$	943.19	\$	660.23	
	Miami Springs		0.006169911893%	\$	1,203.13	\$	925.49	\$	647.84	
	North Bay Village		0.005160355974%	\$	1,006.27	\$	774.05	\$	541.84	
	North Miami		0.030379280717%	\$	5,923.96	\$	4,556.89	\$	3,189.82	
	North Miami Beach		0.030391990953%	\$	5,926.44	\$	4,558.80	\$	3,191.16	
	Opa-locka		0.007847663096%	\$	1,530.29	\$	1,177.15	\$	824.00	
	Palmetto Bay		0.007404620570%	\$	1,443.90	\$	1,110.69	\$	777.49	
	Pinecrest		0.008296152866%	\$	1,617.75	\$	1,244.42	\$	871.10	
	South Miami		0.007833137111%	\$	1,527.46	\$	1,174.97	\$	822.48	
	Sunny Isles Beach		0.007693324511%	\$	1,500.20	\$	1,154.00	\$	807.80	
	Surfside		0.004869836285%	\$	949.62	\$	730.48	\$	511.33	
	Sweetwater		0.004116300842%	\$	802.68	\$	617.45	\$	432.21	
	Virginia Gardens		0.001172973244%	\$	228.73	\$	175.95	\$	123.16	
	West Miami		0.002654623657%	\$	517.65	\$	398.19	\$	278.74	
Monroe		0.476388738585%			\$	216,756.88	\$	166,736.06	\$	116,715.24
	Monroe County		0.330124785469%	\$	64,374.33	\$	49,518.72	\$	34,663.10	
	Islamorada		0.022357305808%	\$	4,359.67	\$	3,353.60	\$	2,347.52	
	Key Colony Beach		0.004751812661%	\$	926.60	\$	712.77	\$	498.94	
	Key West		0.088087385417%	\$	17,177.04	\$	13,213.11	\$	9,249.18	
	Layton		0.000150707089%	\$	29.39	\$	22.61	\$	15.82	
	Marathon		0.030916742141%	\$	6,028.76	\$	4,637.51	\$	3,246.26	
Nassau		0.476933463002%			\$	217,004.73	\$	166,926.71	\$	116,848.70
	Nassau County		0.392706357951%	\$	76,577.74	\$	58,905.95	\$	41,234.17	
	Callahan		0.000225152759%	\$	43.90	\$	33.77	\$	23.64	
	Fernandina Beach		0.083159445195%	\$	16,216.09	\$	12,473.92	\$	8,731.74	
	Hillard		0.000842507098%	\$	164.29	\$	126.38	\$	88.46	
Okaloosa		0.819212865955%			\$	372,741.85	\$	286,724.50	\$	200,707.15
	Okaloosa County		0.612059617545%	\$	119,351.63	\$	91,808.94	\$	64,266.26	
	Cinco Bayou		0.000733562214%	\$	143.04	\$	110.03	\$	77.02	
	Crestview		0.070440130066%	\$	13,735.83	\$	10,566.02	\$	7,396.21	
	Destin		0.014678507281%	\$	2,862.31	\$	2,201.78	\$	1,541.24	
	Fort Walton Beach		0.077837487644%	\$	15,178.31	\$	11,675.62	\$	8,172.94	
	Laurel Hill		0.000079892914%	\$	15.58	\$	11.98	\$	8.39	
	Mary Esther		0.009356549730%	\$	1,824.53	\$	1,403.48	\$	982.44	
	Niceville		0.021745398713%	\$	4,240.35	\$	3,261.81	\$	2,283.27	
	Shalimar		0.001824826796%	\$	355.84	\$	273.72	\$	191.61	
	Valparaiso		0.010456893052%	\$	2,039.09	\$	1,568.53	\$	1,097.97	
Okeechobee		0.353495278692%			\$	160,840.35	\$	123,723.35	\$	86,606.34
	Okeechobee County		0.314543851405%	\$	61,336.05	\$	47,181.58	\$	33,027.10	
	Okeechobee		0.038951427287%	\$	7,595.53	\$	5,842.71	\$	4,089.90	
Orange		4.671028214546%			\$	2,125,317.84	\$	1,634,859.88	\$	1,144,401.91
	Orange County		3.063330386979%	\$	597,349.43	\$	459,499.56	\$	321,649.69	
	Apopka		0.097215150892%	\$	18,956.95	\$	14,582.27	\$	10,207.59	
	Bay Lake		0.023566594013%	\$	4,595.49	\$	3,534.99	\$	2,474.49	
	Belle Isle		0.010798253686%	\$	2,105.66	\$	1,619.74	\$	1,133.82	
	Eatonville		0.008325204835%	\$	1,623.41	\$	1,248.78	\$	874.15	
	Edgewood		0.009716067845%	\$	1,894.63	\$	1,457.41	\$	1,020.19	
	Lake Buena Vista		0.010355211161%	\$	2,019.27	\$	1,553.28	\$	1,087.30	
	Maitland		0.046728276209%	\$	9,112.01	\$	7,009.24	\$	4,906.47	
	Oakland		0.005429086686%	\$	1,058.67	\$	814.36	\$	570.05	
	Ocoee		0.066599822928%	\$	12,986.97	\$	9,989.97	\$	6,992.98	
	Orlando		1.160248481490%	\$	226,248.45	\$	174,037.27	\$	121,826.09	
	Windermere		0.007548064667%	\$	1,471.87	\$	1,132.21	\$	792.55	
	Winter Garden		0.056264584996%	\$	10,971.59	\$	8,439.69	\$	5,907.78	
	Winter Park		0.104903028159%	\$	20,456.09	\$	15,735.45	\$	11,014.82	
Osceola		1.073452092940%			\$	488,420.70	\$	375,708.23	\$	262,995.76
	Osceola County		0.837248691390%	\$	163,263.49	\$	125,587.30	\$	87,911.11	
	Kissimmee		0.162366006872%	\$	31,661.37	\$	24,354.90	\$	17,048.43	
	St. Cloud		0.073837394678%	\$	14,398.29	\$	11,075.61	\$	7,752.93	
Palm Beach		8.601594372053%			\$	3,913,725.44	\$	3,010,558.03	\$	2,107,390.62
	Palm Beach County		5.552548475026%	\$	1,082,746.95	\$	832,882.27	\$	583,017.59	
	Atlantis		0.018751230169%	\$	3,656.49	\$	2,812.68	\$	1,968.88	
	Belle Glade		0.020828445945%	\$	4,061.55	\$	3,124.27	\$	2,186.99	
	Boca Raton		0.472069073961%	\$	92,053.47	\$	70,810.36	\$	49,567.25	

	Boynton Beach		0.306498271771%	\$	59,767.16		\$	45,974.74		\$	32,182.32	
	Briny Breezes		0.003257452012%	\$	635.20		\$	488.62		\$	342.03	
	Cloud Lake		0.000188837798%	\$	36.82		\$	28.33		\$	19.83	
	Delray Beach		0.351846579457%	\$	68,610.08		\$	52,776.99		\$	36,943.89	
	Glen Ridge		0.000052656694%	\$	10.27		\$	7.90		\$	5.53	
	Golf		0.004283349663%	\$	835.25		\$	642.50		\$	449.75	
	Greenacres		0.076424835657%	\$	14,902.84		\$	11,463.73		\$	8,024.61	
	Gulf Stream		0.010671151322%	\$	2,080.87		\$	1,600.67		\$	1,120.47	
	Haverhill		0.001084001589%	\$	211.38		\$	162.60		\$	113.82	
	Highland Beach		0.032510968934%	\$	6,339.64		\$	4,876.65		\$	3,413.65	
	Hypoluxo		0.005153092982%	\$	1,004.85		\$	772.96		\$	541.07	
	Juno Beach		0.016757538804%	\$	3,267.72		\$	2,513.63		\$	1,759.54	
	Jupiter Island		0.125466374888%	\$	24,465.94		\$	18,819.96		\$	13,173.97	
	Jupiter Inlet Colony		0.005276563849%	\$	1,028.93		\$	791.48		\$	554.04	
	Lake Clarke Shores		0.007560774903%	\$	1,474.35		\$	1,134.12		\$	793.88	
	Lake Park		0.029433275980%	\$	5,739.49		\$	4,414.99		\$	3,090.49	
	Lake Worth		0.117146617298%	\$	22,843.59		\$	17,571.99		\$	12,300.39	
	Lantana		0.024507151505%	\$	4,778.89		\$	3,676.07		\$	2,573.25	
	Loxahatchee Groves		0.002531152789%	\$	493.57		\$	379.67		\$	265.77	
	Manalapan		0.021632822333%	\$	4,218.40		\$	3,244.92		\$	2,271.45	
	Mangonia Park		0.010696571795%	\$	2,085.83		\$	1,604.49		\$	1,123.14	
	North Palm Beach		0.044349646256%	\$	8,648.18		\$	6,652.45		\$	4,656.71	
	Ocean Ridge		0.012786497807%	\$	2,493.37		\$	1,917.97		\$	1,342.58	
	Pahokee		0.004018250447%	\$	783.56		\$	602.74		\$	421.92	
	Palm Beach		0.185476848123%	\$	36,167.99		\$	27,821.53		\$	19,475.07	
	Palm Beach Gardens		0.233675880257%	\$	45,566.80		\$	35,051.38		\$	24,535.97	
	Palm Beach Shores		0.014135598612%	\$	2,756.44		\$	2,120.34		\$	1,484.24	
	Palm Springs		0.038021764282%	\$	7,414.24		\$	5,703.26		\$	3,992.29	
	Riviera Beach		0.163617057282%	\$	31,905.33		\$	24,542.56		\$	17,179.79	
	Royal Palm Beach		0.049295743959%	\$	9,612.67		\$	7,394.36		\$	5,176.05	
	South Bay		0.001830274040%	\$	356.90		\$	274.54		\$	192.18	
	South Palm Beach		0.005866681967%	\$	1,144.00		\$	880.00		\$	616.00	
	Taquesta		0.031893614595%	\$	6,219.25		\$	4,784.04		\$	3,348.83	
	Wellington		0.050183644758%	\$	9,785.81		\$	7,527.55		\$	5,269.28	
	West Palm Beach		0.549265602541%	\$	107,106.79		\$	82,389.84		\$	57,672.89	
Pasco		4.692087260494%				\$	2,134,899.70		\$	1,642,230.54	\$	1,149,561.38
	Pasco County		4.319205239813%	\$	842,245.02		\$	647,880.79		\$	453,516.55	
	Dade City		0.055819726723%	\$	10,884.85		\$	8,372.96		\$	5,861.07	
	New Port Richey		0.149879107494%	\$	29,226.43		\$	22,481.87		\$	15,737.31	
	Port Richey		0.049529975458%	\$	9,658.35		\$	7,429.50		\$	5,200.65	
	San Antonio		0.002189792155%	\$	427.01		\$	328.47		\$	229.93	
	St. Leo		0.002790804761%	\$	544.21		\$	418.62		\$	293.03	
	Zephyrhills		0.112672614089%	\$	21,971.16		\$	16,900.89		\$	11,830.62	
Pinellas		7.934889816777%				\$	3,610,374.87		\$	2,777,211.44	\$	1,944,048.01
	Pinellas County		4.546593184553%	\$	886,585.67		\$	681,988.98		\$	477,392.28	
	Belleair		0.018095745121%	\$	3,528.67		\$	2,714.36		\$	1,900.05	
	Belleair Beach		0.004261560686%	\$	831.00		\$	639.23		\$	447.46	
	Belleair Bluffs		0.007502670965%	\$	1,463.02		\$	1,125.40		\$	787.78	
	Belleair Shore		0.000439411029%	\$	85.69		\$	65.91		\$	46.14	
	Clearwater		0.633863120196%	\$	123,603.31		\$	95,079.47		\$	66,555.63	
	Dunedin		0.102440873796%	\$	19,975.97		\$	15,366.13		\$	10,756.29	
	Gulfport		0.047893986460%	\$	9,339.33		\$	7,184.10		\$	5,028.87	
	Indian Rocks Beach		0.008953453662%	\$	1,745.92		\$	1,343.02		\$	940.11	
	Indian Shores		0.011323004874%	\$	2,207.99		\$	1,698.45		\$	1,188.92	
	Kenneth City		0.017454786058%	\$	3,403.68		\$	2,618.22		\$	1,832.75	
	Largo		0.374192990777%	\$	72,967.63		\$	56,128.95		\$	39,290.26	
	Madeira Beach		0.022616957779%	\$	4,410.31		\$	3,392.54		\$	2,374.78	
	North Reddington Beach		0.003820333909%	\$	744.97		\$	573.05		\$	401.14	
	Oldsmar		0.039421706033%	\$	7,687.23		\$	5,913.26		\$	4,139.28	
	Pinellas Park		0.251666311991%	\$	49,074.93		\$	37,749.95		\$	26,424.96	
	Redington Beach		0.003611522882%	\$	704.25		\$	541.73		\$	379.21	
	Redington Shores		0.006451352841%	\$	1,258.01		\$	967.70		\$	677.39	
	Safety Harbor		0.038061710740%	\$	7,422.03		\$	5,709.26		\$	3,996.48	
	Seminole		0.095248695748%	\$	18,573.50		\$	14,287.30		\$	10,001.11	
	South Pasadena		0.029968921656%	\$	5,843.94		\$	4,495.34		\$	3,146.74	
	St. Pete Beach		0.071791046619%	\$	13,999.25		\$	10,768.66		\$	7,538.06	
	St. Petersburg		1.456593090134%	\$	284,035.65		\$	218,488.96		\$	152,942.27	
	Tarpon Springs		0.101970595050%	\$	19,884.27		\$	15,295.59		\$	10,706.91	
	Treasure Island		0.040652783215%	\$	7,927.29		\$	6,097.92		\$	4,268.54	
Polk		2.150483025298%				\$	978,469.78		\$	752,669.06	\$	526,868.34
	Polk County		1.558049828484%	\$	303,819.72		\$	233,707.47		\$	163,595.23	
	Auburndale		0.028636162584%	\$	5,584.05		\$	4,295.42		\$	3,006.80	
	Bartow		0.043971970660%	\$	8,574.53		\$	6,595.80		\$	4,617.06	
	Davenport		0.005305615818%	\$	1,034.60		\$	795.84		\$	557.09	
	Dundee		0.005597951255%	\$	1,091.60		\$	839.69		\$	587.78	
	Eagle Lake		0.002580177987%	\$	503.13		\$	387.03		\$	270.92	
	Fort Meade		0.007702403251%	\$	1,501.97		\$	1,155.36		\$	808.75	

	Frostproof		0.005857603227%	\$	1,142.23	\$	878.64	\$	615.05
	Haines City		0.047984773863%	\$	9,357.03	\$	7,197.72	\$	5,038.40
	Highland Park		0.000063551182%	\$	12.39	\$	9.53	\$	6.67
	Hillcrest Heights		0.000005447244%	\$	1.06	\$	0.82	\$	0.57
	Lake Alfred		0.007489960729%	\$	1,460.54	\$	1,123.49	\$	786.45
	Lake Hamilton		0.002540231530%	\$	495.35	\$	381.03	\$	266.72
	Lakeland		0.294875668468%	\$	57,500.76	\$	44,231.35	\$	30,961.95
	Lake Wales		0.036293172134%	\$	7,077.17	\$	5,443.98	\$	3,810.78
	Mulberry		0.005414560702%	\$	1,055.84	\$	812.18	\$	568.53
	Polk City		0.001080370093%	\$	210.67	\$	162.06	\$	113.44
	Winter Haven		0.097033576087%	\$	18,921.55	\$	14,555.04	\$	10,188.53
Putnam		0.384893194068%		\$	175,126.40	\$	134,712.62	\$	94,298.83
	Putnam County		0.329225990182%	\$	64,199.07	\$	49,383.90	\$	34,568.73
	Crescent City		0.005561636294%	\$	1,084.52	\$	834.25	\$	583.97
	Interlachen		0.001877483489%	\$	366.11	\$	281.62	\$	197.14
	Palatka		0.046955244716%	\$	9,156.27	\$	7,043.29	\$	4,930.30
	Pomona Park		0.000379491344%	\$	74.00	\$	56.92	\$	39.85
	Welaka		0.000893348043%	\$	174.20	\$	134.00	\$	93.80
Santa Rosa		0.701267319513%		\$	319,076.63	\$	245,443.56	\$	171,810.49
	Santa Rosa County		0.592523984216%	\$	115,542.18	\$	88,878.60	\$	62,215.02
	Gulf Breeze		0.061951507906%	\$	12,080.54	\$	9,292.73	\$	6,504.91
	Jay		0.000159785829%	\$	31.16	\$	23.97	\$	16.78
	Milton		0.046632041562%	\$	9,093.25	\$	6,994.81	\$	4,896.36
Sarasota		2.805043857579%		\$	1,276,294.96	\$	981,765.35	\$	687,235.75
	Sarasota County		1.924315263251%	\$	375,241.48	\$	288,647.29	\$	202,053.10
	Longboat Key		0.044489458856%	\$	8,675.44	\$	6,673.42	\$	4,671.39
	North Port		0.209611717277%	\$	40,874.30	\$	31,441.77	\$	22,009.24
	Sarasota		0.484279979635%	\$	94,434.60	\$	72,642.00	\$	50,849.40
	Venice		0.142347384560%	\$	27,757.74	\$	21,352.11	\$	14,946.48
Seminole		2.141148264544%		\$	974,222.46	\$	749,401.89	\$	524,581.32
	Seminole County		1.508694164839%	\$	294,195.36	\$	226,304.12	\$	158,412.89
	Altamonte Springs		0.081305566430%	\$	15,854.59	\$	12,195.83	\$	8,537.08
	Casselberry		0.080034542791%	\$	15,606.74	\$	12,005.18	\$	8,403.63
	Lake Mary		0.079767627827%	\$	15,554.69	\$	11,965.14	\$	8,375.60
	Longwood		0.061710013415%	\$	12,033.45	\$	9,256.50	\$	6,479.55
	Oviedo		0.103130858057%	\$	20,110.52	\$	15,469.63	\$	10,828.74
	Sanford		0.164243490362%	\$	32,027.48	\$	24,636.52	\$	17,245.57
	Winter Springs		0.062262000824%	\$	12,141.09	\$	9,339.30	\$	6,537.51
St. Johns		0.710333349554%		\$	323,201.67	\$	248,616.67	\$	174,031.67
	St. Johns County		0.656334818131%	\$	127,985.29	\$	98,450.22	\$	68,915.16
	Hastings		0.000010894488%	\$	2.12	\$	1.63	\$	1.14
	Marineland		0.000000000000%	\$	-	\$	-	\$	-
	St. Augustine		0.046510386442%	\$	9,069.53	\$	6,976.56	\$	4,883.59
	St. Augustine Beach		0.007477250493%	\$	1,458.06	\$	1,121.59	\$	785.11
St. Lucie		1.506627843552%		\$	685,515.67	\$	527,319.75	\$	369,123.82
	St. Lucie County		0.956156584302%	\$	186,450.53	\$	143,423.49	\$	100,396.44
	Fort Pierce		0.159535255654%	\$	31,109.37	\$	23,930.29	\$	16,751.20
	Port St. Lucie		0.390803453989%	\$	76,206.67	\$	58,620.52	\$	41,034.36
	St. Lucie Village		0.000132549608%	\$	25.85	\$	19.88	\$	13.92
Sumter		0.326398870459%		\$	148,511.49	\$	114,239.60	\$	79,967.72
	Sumter County		0.302273026046%	\$	58,943.24	\$	45,340.95	\$	31,738.67
	Bushnell		0.006607507174%	\$	1,288.46	\$	991.13	\$	693.79
	Center Hill		0.001312785844%	\$	255.99	\$	196.92	\$	137.84
	Coleman		0.000748088199%	\$	145.88	\$	112.21	\$	78.55
	Webster		0.001423546476%	\$	277.59	\$	213.53	\$	149.47
	Wildwood		0.014033916721%	\$	2,736.61	\$	2,105.09	\$	1,473.56
Suwannee		0.191014879692%		\$	86,911.77	\$	66,855.21	\$	46,798.65
	Suwannee County		0.161027800555%	\$	31,400.42	\$	24,154.17	\$	16,907.92
	Brantford		0.000929663004%	\$	181.28	\$	139.45	\$	97.61
	Live Oak		0.029057416132%	\$	5,666.20	\$	4,358.61	\$	3,051.03
Taylor		0.092181897282%		\$	41,942.76	\$	32,263.66	\$	22,584.56
	Taylor County		0.069969851319%	\$	13,644.12	\$	10,495.48	\$	7,346.83
	Perry		0.022212045963%	\$	4,331.35	\$	3,331.81	\$	2,332.26
Union		0.065156303224%		\$	29,646.12	\$	22,804.71	\$	15,963.29
	Union County		0.063629259109%	\$	12,407.71	\$	9,544.39	\$	6,681.07
	Lake Butler		0.001398126003%	\$	272.63	\$	209.72	\$	146.80
	Raiford		0.000012710236%	\$	2.48	\$	1.91	\$	1.33
	Worthington Springs		0.000116207876%	\$	22.66	\$	17.43	\$	12.20
Volusia		3.130329674480%		\$	1,424,300.00	\$	1,095,615.39	\$	766,930.77
	Volusia County		1.708575342287%	\$	333,172.19	\$	256,286.30	\$	179,400.41
	Daytona Beach		0.447556475212%	\$	87,273.51	\$	67,133.47	\$	46,993.43
	Daytona Beach Shores		0.039743093439%	\$	7,749.90	\$	5,961.46	\$	4,173.02
	DeBary		0.035283616215%	\$	6,880.31	\$	5,292.54	\$	3,704.78
	DeLand		0.08983689498%	\$	19,301.82	\$	14,847.55	\$	10,393.29
	Deltona		0.199329190038%	\$	38,869.19	\$	29,899.38	\$	20,929.56
	Edgewater		0.058042202343%	\$	11,318.23	\$	8,706.33	\$	6,094.43
	Flagler Beach		0.000223337011%	\$	43.55	\$	33.50	\$	23.45

	Holly Hill		0.031615805143%	\$	6,165.08		\$	4,742.37		\$	3,319.66				
	Lake Helen		0.004918861482%	\$	959.18		\$	737.83		\$	516.48				
	New Smyrna Beach		0.104065968306%	\$	20,292.86		\$	15,609.90		\$	10,926.93				
	Oak Hill		0.004820811087%	\$	940.06		\$	723.12		\$	506.19				
	Orange City		0.033562287058%	\$	6,544.65		\$	5,034.34		\$	3,524.04				
	Ormond Beach		0.114644516477%	\$	22,355.68		\$	17,196.68		\$	12,037.67				
	Pierson		0.002333236251%	\$	454.98		\$	349.99		\$	244.99				
	Ponce Inlet		0.023813535748%	\$	4,643.64		\$	3,572.03		\$	2,500.42				
	Port Orange		0.177596501562%	\$	34,631.32		\$	26,639.48		\$	18,647.63				
	South Daytona		0.045221205323%	\$	8,818.14		\$	6,783.18		\$	4,748.23				
Wakulla		0.115129321208%				\$	52,383.84		\$	40,295.26		\$	28,206.68		
	Wakulla County		0.114953193647%	\$	22,415.87		\$	17,242.98		\$	12,070.09				
	Sopchoppy		0.000107129135%	\$	20.89		\$	16.07		\$	11.25				
	St. Marks		0.00006898426%	\$	13.45		\$	10.35		\$	7.24				
Walton		0.268558216151%				\$	122,193.99		\$	93,995.38		\$	65,796.76		
	Walton County		0.224268489581%	\$	43,732.36		\$	33,640.27		\$	23,548.19				
	DeFuniak Springs		0.017057137234%	\$	3,326.14		\$	2,558.57		\$	1,791.00				
	Freeport		0.003290135477%	\$	641.58		\$	493.52		\$	345.46				
	Paxton		0.023942453860%	\$	4,668.78		\$	3,591.37		\$	2,513.96				
Washington		0.120124444109%				\$	54,656.62		\$	42,043.56		\$	29,430.49		
	Washington County		0.104908475404%	\$	20,457.15		\$	15,736.27		\$	11,015.39				
	Caryville		0.001401757499%	\$	273.34		\$	210.26		\$	147.18				
	Chipley		0.012550450560%	\$	2,447.34		\$	1,882.57		\$	1,317.80				
	Ebro		0.000221521263%	\$	43.20		\$	33.23		\$	23.26				
	Vernon		0.000361333863%	\$	70.46		\$	54.20		\$	37.94				
	Wausau		0.000680905521%	\$	132.78		\$	102.14		\$	71.50				
		100.00%	100.00%	\$	19,500,000.00	\$	45,500,000.00	\$	15,000,000.00	\$	35,000,000.00	\$	10,500,000.00	\$	24,500,000.00

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT¹

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the “ Chapter 11 Plan ”) in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, “ Purdue ”) pending in the U.S. Bankruptcy Court for the Southern District of New York (the “ Bankruptcy Court ”) between the states, territories and the District of Columbia (each a “ State ”) on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act (“ DDLA Claims ”) under State law (collectively, the “ Local Governments ”), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a “ Tribe ”) on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein. ²

¹ As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

² See, e.g., Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(“ I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it’s more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important.”); *id.* At 175:24-176:6 (“I also think, and again, I didn’t say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily.”); Hr’g Tr. At 165:3-165:14 (Nov. 19, 2019) (“I continue to believe that the states play a major role in [the allocation] process. The role I’m envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the “Abatement Funds”) to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (Abatement Funds net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as “Public Funds”). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%) of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in <u>Schedule B</u> (the “Approved Opioid Abatement Uses”); (ii) priority shall be given to the core abatement strategies (“Core Strategies”) as identified on <u>Schedule A</u>; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of Public Funds for implementing those programs and in connection with the Government Participation Mechanism³ (“Allowed Administrative Expenses,” and together with the Approved Opioid Abatement Uses, “Approved Uses”).⁴ Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state.”); Hr’g Tr. at 75:19-76:1 (Jan. 24, 2020) (“Even if there ultimately is an allocation here – and there’s not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors’ value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . .”).

³ Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

⁴ Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue’s chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States’ and Local Governments’ claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All Public Funds distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such Approved Uses. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	Disbursement of Abatement Funds The Bankruptcy Court shall appoint [a third-party administrator (“Administrator”)] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the Abatement Funds will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see <u>Schedule B</u>) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.⁵ The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as <u>Schedule []</u>. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

⁵ [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	Public Funds are allocated among the States, the District of Columbia and Territories in the percentages set forth on <u>Schedule C</u>. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State’s Schedule C share shall then be allocated within the State in accordance with the following: 1. Statewide Agreement. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan]⁶ (the “Agreement Date”) to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a “Statewide Abatement Agreement” or “SAA”). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives⁷ of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State’s counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State’s incorporated cities or towns), by number.⁸

⁶ Should there be provision for extension of the date for filing Statewide Abatement Agreement?

⁷ An authorized “representative” of local, or even State, government can differ in this Term Sheet depending on the context.

⁸ All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,⁹ the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,¹⁰ divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. Default Allocation Mechanism (excluding Territories and DC addressed below). The Public Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in 7(1) above (each a "Non-SAA State") shall be allocated as between the State and its Local Governments to be

⁹ The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

¹⁰ Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for Approved Uses, in accordance with this Section (B) (the “Default Allocation Mechanism”). a. Regions. Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “Regions” as follows: (a) each Qualifying Block Grantee (as defined below) shall constitute a Region; and (b) the balance of the State shall be divided into Regions (such Regions to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-Qualifying Block Grantee Regions are referred to herein as “Standard Regions”). The Non-SAA States which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish Regions;¹¹ such a State that does not establish Regions but which does contain one or more Qualifying Block Grantees shall be deemed to consist of one Region for each Qualifying Block Grantee and one Standard Region for the balance of the State. b. Regional Apportionment. Public Funds shall be allocated to each Non-SAA State, as defined in 7(1) above, as (a) a Regional Apportionment or (b) a Non-Regional Apportionment based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. First \$1 billion – 70% Regional Apportionment/30% Non-Regional Apportionment ii. \$1-\$2.5 billion – 64% Regional Apportionment /36% Non-Regional Apportionment iii. \$2.5-\$3.5 billion – 60% Regional Apportionment /40% Non-Regional Apportionment iv. Above \$3.5 billion – 50% Regional Apportionment /50% Non-Regional Apportionment

¹¹ To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai’i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	c. Qualifying Block Grantee. A “Qualifying Local Government” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (e.g., health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.¹² A Qualifying Local Government that elects to receive Public Funds through Local Government Block Grants is referred to herein as a Qualifying Block Grantee.¹³ d. Proportionate Shares of Regional Apportionment. As used herein, the “Proportionate Share” of each Region in each Non-SAA State shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such Region under the allocation model employed in connection with the Purdue Bankruptcy (the “Allocation Model”),¹⁴ divided by the aggregate shares for all counties or parishes in the State under the Allocation Model; and (b) for all other States, the aggregate shares of the cities and towns in that Region under the Allocation Model’s intra-county allocation formula, divided by the aggregate shares for all cities and towns¹⁵ in the State under the Allocation Model. e. Expenditure or Disbursement of Regional Apportionment. Subject to 7(2)(i) below regarding Allowed Administrative Expenses, all Regional Apportionments shall be disbursed or expended in the form of Local Government Block Grants or otherwise for Approved Opioids Abatement Uses in the Standard Regions of each Non-SAA State.

¹² As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

¹³ [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

¹⁴ Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

¹⁵ Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”). Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Allowed Administrative Expenses in accordance with 7(2)(i) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (“Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the Agreement Date [or some later specified date], the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in 7(2)(d) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. Standard Regions. The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 8 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. Expenditure or Disbursement of Public Funds Other Than Regional Apportionment. All Public Funds allocable to a Non-SAA State that are not included in the State's Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions. i. Allowed Administrative Expenses. Qualifying Block Grantees States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund Local Government Block Grants, for Allowed Administrative Expenses. Qualifying Block Grantees may use up to 5% of their Local Government Block Grants to fund their Allowed Administrative Expenses. 3. Records. The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.¹⁶ Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

¹⁶ Additional records and reporting requirements?

Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].¹⁷
8. GOVERNMENT PARTICIPATION MECHANISM	In each Non-SAA State, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “Government Participation Mechanism” or “GPM”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) Composition. For each State, a. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State’s Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States’ executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State’s Local Governments.¹⁸ Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

¹⁷ Territory and DC provisions to be discussed

¹⁸ Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) Consensus. Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. GPM Recommendations and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) Proceedings. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State’s open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) Consultation and Discretion. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.¹⁹ (E) Recommendations. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (“GPM Recommendations”). In carrying out its obligations to provide GPM Recommendations, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State’s opioid epidemic, which recommendations may be Statewide or specific to Regions; recommend Statewide or Regional funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

¹⁹ Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	Approved Opioid Abatement Uses; monitor the level of Allowed Administrative Expenses expended from Public Funds. The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State’s greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the Public Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) Review. Local Governments and States may object to an allocation or expenditure of Public Funds (whether a Regional Apportionment or Non-Regional Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures; (iii) is not for an Approved Use, or (iv) violates the limitations set forth herein with respect to Allowed Administrative Fees. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State (“State Court”) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an “Objection”). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency’s website or on its Attorney General’s website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each Qualifying Block Grantee which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of Local Government Block Grants received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that Public Funds are only being used for Approved Uses, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such Public Funds with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of Public Funds shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("State Court") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of ___% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

- A. Naloxone/Narcan
 - 1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
 - 2. Increase distribution to non-Medicaid eligible or uninsured individuals.
- B. Medication Assisted Treatment (“MAT”) Distribution and other opioid-related treatment
 - 1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
 - 2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
 - 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 - 4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.
- C. Pregnant & Postpartum Women
 - 1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
 - 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
 - 3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.
- D. Expanding Treatment for Neonatal Abstinence Syndrome
 - 1. Expand comprehensive evidence-based and recovery support for NAS babies;
 - 2. Expand services for better continuum of care with infant-need dyad; and
 - 3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses²⁰

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

²⁰ [NTD: Discuss expanded list of Approved Uses to be included. Discuss “self-executing” function based on additional information received from NCSG.]

OD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for persons with OD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.
8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

- a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
- b. Research non-opioid treatment of chronic pain.
- c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

- e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- g. Research on expanded modalities such as prescription methadone that can expand access to MAT.
- h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1

PLANNING & ZONING PUBLIC HEARINGS

RESOLUTION NO. 21-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Applicant, Fay Plasnie Corp (“Applicant”) intends to develop a new residential mixed-use building in the Magnolia North section of City of Opa-Locka (“City”); and

WHEREAS, the Project will consists of the new construction of an eight-story mixed use building located at 2050 Ali Baba Ave, Opa-Locka, Florida; and

WHEREAS, the development will be comprised of 30 residential units, 962 square feet of retail space, 516 square feet leasing office and 32 parking spaces. The project intends to address the following elements both unique to the site and general to the City of Opa-Locka: Revitalization, Architecture, Public Art and Affordable, totaling 66,116 square feet, with a 0.8 surface parking ratio; no reduction in parking is being requested; and

WHEREAS, the project shall be an Affordable/Workforce Housing rental project which creates the opportunity for tenants to live, work & play within the burgeoning Opa-Locka downtown urban core in a quality building; and

WHEREAS, Fay Plasnie Corp presented its formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on June 11th 2021 and the Planning & Zoning Board recommended approval of the Final Site Plan by a 4 to 1 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, a copy of the Site Plan is attached hereto as Exhibit A.

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

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL / DENIAL.

Approval/Denial of Site Plan Review. The City Commission of the City of Opa-Locka hereby approves / denies a request for the Final Site Plan approval for the Construction and Operation of a Residential Mixed-Use Building located at 2050 Ali Baba Avenue identified by Folios 08-2122-003-2140, 08-2122-003-2150, and 08-2122-003-2160, 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, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor

(Yes) _____ (No) _____

Commissioner Burke

(Yes) _____ (No) _____

Commissioner Davis

(Yes) _____ (No) _____

Vice-Mayor Williams

(Yes) _____ (No) _____

Mayor Pigatt

(Yes) _____ (No) _____



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, June 23, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, ATTACHED HERETO, WITH TEEN UP-WARD BOUND, INCORPORATED TO OCCUPY SPACE AT 2105 ALI BABA AVENUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 9, 2021).

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, June 23, 2021.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

**Joanna Flores, CMC
City Clerk
City of Opa-locka**



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, JUNE 23RD, 2021 AT 6:00 P.M., THE CITY OF HIALEAH PLANNING AND ZONING BOARD WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBERS OF CITY HALL, 3RD FLOOR, 501 PALM AVENUE.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Rezoning properties 821 and 831 SE 8th Avenue from R-1 (One-Family District) to B-1 (Highly Restricted Retail District) and property located at 820 SE 8th Court from R-1 (One-Family District) to P (Parking). Variance permit to allow a mixed development with 100% of the units having an area of approximately 650 square feet, where only 10% of the units may have an area of less than 850 square feet; allow interior south side setback of 0 feet and 5 feet, and 5 feet rear setback, where 15 feet setback is required on property lines abutting low density residential; allow 40 parking spaces, where 70 are required and allow 15% pervious area, where 30% is required. Property located at 821 and 831 SE 8th Avenue and 820 SE 8th Court, Hialeah, zoned R-1 (One-Family District).

Conditional Use Permit (CUP) to allow a K-12th Charter School with a maximum capacity of 2,950 students. Property generally located at the southwest corner of East 32nd Street and East 4th Avenue, Hialeah, zoned C-1 (Restricted Retail Commercial District).

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; CREATING SECTION 98-350 UNITY OF TITLE; COVENANT IN LIEU THEREOF FOR HPD HIALEAH PARK DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY ADDING AN EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE HPD HIALEAH PARK DISTRICT, PROVIDED THAT ALL APPLICATIONS FOR BUILDING PERMITS WHERE MULTIPLE BUILDINGS ARE PROPOSED FOR A SINGLE SITE OR PARCEL BE ACCOMPANIED BY A UNITY OF TITLE OR DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING THAT SUCH EXCEPTION IS SUBJECT TO THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; SECTION 98-349 UNITY OF TITLE; COVENANT IN LIEU THEREOF, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY CLARIFYING THAT THE EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE BDH BUSINESS DEVELOPMENT DISTRICT, IS SUBJECT TO COMPLIANCE WITH THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF **TUESDAY, JULY 13TH, 2021.**

Written objections **must** be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	6-23-21	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
			(Enter X in box)	X	
		X	Public Hearing:	Yes	No
			(Enter X in box)	X	No
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	Ex: PTP		(Enter X in box)	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bi#: N/A		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
(Enter X in box)			Enhance Organizational ☐		
	X		Bus. & Economic Dev ☒		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
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 APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests final site plan review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

BACKGROUND

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under-serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Proposed Action:

Staff recommend approval of this Site Plan. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application pending the following other approvals :

- The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.
- The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
- The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

- The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.
- All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
- All landscaping and parking areas must be provided and maintained as shown in the Site Plan;
- Adequate landscape buffer around parking area;
- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
- All trash & garbage containers shall comply with the City dumpster enclosure requirements;
- Address excess parking, evaluate amount of parking spaces required and how much on street parking is available to accomodate;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

Site Plan Staff Report
Site Plan
Site Plan Resolution 5-11-21

PLANNING & ZONING ADVISORY BOARD

May 11th

2021



FAY PLASNIE CORPORATION: Final Site Plan Review

APPLICANT'S REQUEST:

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA RECOMMENDING FINAL SITE PLAN APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED USE BUILDING LOCATED AT 2050 ALI BABA AVE. IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Report



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

MAGNOLIA SUB
PB 40-80
LOTS 23 THRU 27 BLK 12
LOT SIZE 125.000 X 125
OR 10640-1364 1179 5

- The subject property is currently own by Fay Plasnie Corproation according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Vacant lot and the current zoning on both parcels (Folio #08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160), is B-1.
- The site is located along Ali Baba Avenue. The site is only accessible via NW 22th Avenue at its north western edge providing for ingress and egress. Currently the site is zoned as B-1 also within the Corridor Mixed Use Overlay which allows for the operation of a Mixed Use Housing Facility. (*see Existing Condition Section*).



← **EAST** **Ali Baba Avenue** **WEST** →

Figure 1: Google Street View, dated:

II. Project Details

- Applicant's intent**

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests final site plan review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under- serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Fay Plasnie Corporation		
Folio Number (s)	Opa-locka: 08-2122-003-2140 08-2122-003-2150 08-2122-003-2160		
Address Location	(approx.) 2050 Ali Baba Ave, Opa-Locka, FL		
Building (s) Footprint	Gross Area – 8,835 SF		
Floor Area	Total 37,582 SF		
Zoning	B-1 – Commercial Neighborhood		
Zoning Code Consistency	The proposed use for a Residential Mixed Use Building is consistent with the B-1 Zoning Code.		
Existing Land Use	B-1 / Corridor Mixed Use Overlay		
Future Land Use Designation	B-1 / Corridor Mixed Use Overlay		
Comprehensive Plan Consistency	- The proposed use for Residential Mixed Use Building is consistent with the Comprehensive Plan with the requested property being B-1.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec. 22-55; Article IV Sec. 22-80, 22-82; Article V Sec. 22-89; Article VI Sec. 22-155, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	15 Feet	15 Feet	YES

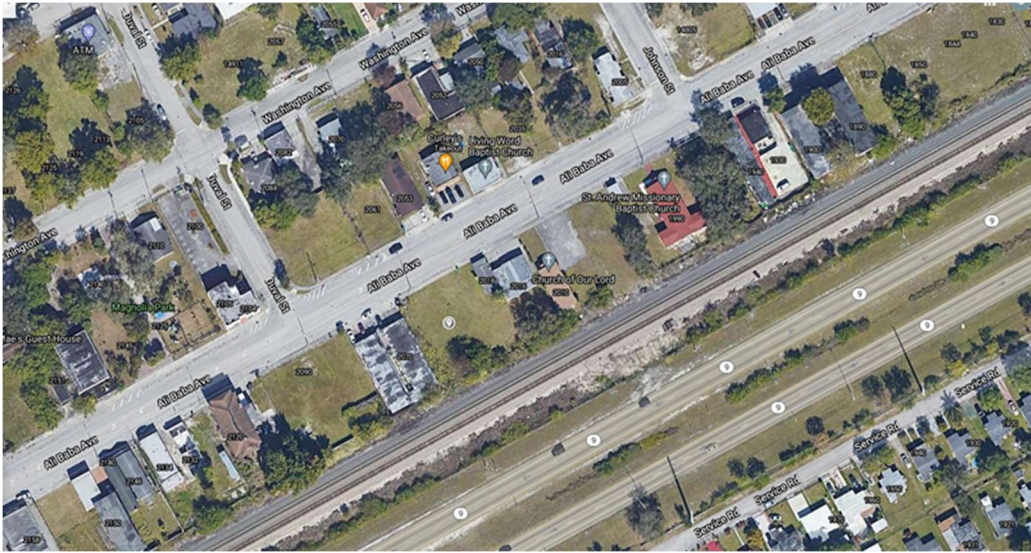
Side/Main Street	0 Feet	N/A	YES
Side/Interior	0 Feet	8'	YES
Rear	0 Feet	5'	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	70% - 8,835 sf	YES
Density	110DU/AC	30DU (105DU/AC)	N/A
Lot Size	5,000 SF (0.22 Acres)	12,500 SF (0.287 Acres)	YES
Lot Width	N/A	100 FT	N/A
Building Height	B-1 - 3 stories or 45 feet, whichever is less CMU Overlay - Mixed-use buildings in the MXUOD may be built to a maximum height of six (6) stories, except to allow for architectural features, parapet, elevator overrides, machine room, etc. with the approval of FAA. All other buildings shall be limited to a maximum of four (4) stories in height, except to allow for architectural features.	Apartment Building: 8 Stories 89' height	NO
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	N/A	Total: 25,376 SF	YES
Parking Details	Apartment buildings: pursuant to the Land development Regulation Ordinance 86-8: Article IV, section 22-155. 1.5 Parking per 2BR unit 2 Parking Spaces per 3BR 1 Parking space per 500SF Total 54 spaces	Number of Units: 30 Units Total Space Provided: 32 Total Spaces	NO
Landscape/ Pervious Lot Coverage	5% minimum required pervious	2,653 SF or 21.2% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Monday, April 12th, 2021. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, May 11th, 2020. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

III. Overall Analysis

Existing Conditions:

The proposed facility requests final site plan review in order to construct and operate a Residential Mixed Use Building at the subject property.

- The Subject Property is generally surrounded by commercial properties to the east and west.
- The Subject Property is currently vacant lots.
- The property is within both the CRA Boundaries and the Corridor Mixed Use overlay.



Enlarged Aerial View of Subject Property

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
South	ROW	Rail (FDOT)	ROW
East	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
West	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- **Findings:**

- The proposed development use 'Residential Mixed Use Building' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at .070ac. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be of a decorative masonry block to prevent the view of any back of house operations. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- **Findings:**

- The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code B-1 District (Section 22-89).

- **Future Land Use:** Commercial/Corridor Mixed Use Overlay

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Commercial land use designation category location.

COMPLIES

- **B-1 (Commercial Neighborhood) Permitted Uses:** Project Specific: *Residential Mixed Use Building*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code B-1 (Commercial Neighborhood) as well as the Corridor Mixed Use overlay allows for Residential Mixed Use Building.
- The uses allow per B-1 are as follows: Artist Studio, Appliance electronic and furniture sales service and repair, Café [takeout only], Consignment shop, Fine Arts Studio/Gallery, Medical, Offices/Workspace, Public Facilities, Retail/Commercial sales and service, Self-service Laundry Mat/Dry Cleaners [PU-DO Only].

COMPLIES

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.

- **Findings:** The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

IV. **Project Need Assessment / other Required Approvals**

1. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.
2. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.

V. **Development Review Committee (DRC): Meeting Review Comments**

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A
3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**
 - Development Agreement under review
8. **Public works:**
 - N/A
9. **Inter-jurisdictional Review:**

- N/A

VI. Staff Recommendation:

- Staff recommend approval of this Site Plan pending the following other approvals:
 - A Development Agreement must be submitted along with this Residential Mixed Use Building Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
 - All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
 - All landscaping and parking areas must be provided and maintained as shown in the Residential Mixed Use Building Site Plan;
 - Trees to be planted 25' avg. oc.;
 - Adequate landscape buffer around parking area;
 - If the parking spaces on level two thru four are reduced in size to compact spaces, 5 more parking spaces may be created.
 - Compliance with resolution 5058, fare share agreement;
 - Extend employment opportunity to City residents through the City's Human Resource dept. and the Opa-locka workforce;
 - Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Residential Mixed Use Building site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
 - All trash & garbage containers shall comply with the City dumpster enclosure requirements;
 - The Development Agreement (D.A.) shall specifically address the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commissioner for this proposed Senior Apartment site plan;
 - Address all Miami-Dade County's input/recommendations as appropriate

VII. Attachments:

- Letter of Intent
- Site Plan
- Development Agreement

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on May 11th 2020. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No.

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Residential Mixed Use Building
FOR: SITE PLAN APPROVAL REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:

To construct a 8 story residential mixed-use project.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 5-11-2021
 - 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 8 story residential mixed-use project.

Ali Baba Apartments

2090 Ali Baba Avenue
Opa-Locka, Florida

TRAFFIC STATEMENT

prepared for:
Fay Plasnie Corporation

KBP CONSULTING, INC.

March 2021

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INTRODUCTION

There are three (3) vacant parcels of land located on the southeast side of Ali Baba Avenue between Johnson Street and Duval Street in Opa-Locka, Miami-Dade County, Florida. The Miami-Dade County Folio Numbers for these sites are 08-2122-003-2140, 08-2122-003-2150, and 08-2122003-2160. This site is proposed to be developed with a mixed-use development consisting of both residential and retail land uses. The location of this project site is illustrated in Figure 1 on the following page.

KBP Consulting, Inc. has been retained by the Fay Plasnie Corporation to prepare a traffic statement in connection with this proposed mixed-use development. This study addresses the vehicular traffic volumes expected to be generated by the proposed land uses and the projected turning movement volumes at the project driveway on Ali Baba Avenue.

This traffic study is divided into four (4) sections, as listed below:

1. Inventory
2. Trip Generation
3. Trip Distribution and Driveway Assignment
4. Summary & Conclusions



INVENTORY

Existing Land Use and Access

The total land area of the site is approximately 0.287 acres (12,500 square feet) and, as mentioned previously, the subject site is currently vacant. There are two (2) existing drop-curb access points located within the frontage of the site along Ali Baba Avenue. A survey of the subject site is presented in Appendix A of this report.

Proposed Land Uses and Access

The subject site will be developed with an eight-story mixed-use building consisting of 30 residential dwelling units, 962 square feet of retail space on the ground floor and 32 parking spaces within the parking garage. Vehicular access to the site will be provided via one (1) full access driveway on Ali Baba Avenue. Appendix B contains the preliminary site plan, the zoning / data table, elevations, and a rendering for the proposed mixed-use development.

Roadway System

Ali Baba Avenue is located along the northwest side of the project site. In this area, this roadway is a three-lane local facility with one (1) through lane in the northeast-bound direction, one (1) through lane in the southwest-bound direction and a center two-way left turn lane. This roadway also offers on-street parking on both sides of the street. State Road 9 is located parallel to and south of Ali Baba Avenue. This state-maintained principal arterial roadway is a four-laned divided facility. To the west is NW 22nd Avenue which is a four-lane divided roadway oriented in the north-south direction.

Transit Service

Transit service in the study area is provided by Miami-Dade Transit via Routes 17, 22, 107 and 246. This service is provided along the NW 22nd Avenue corridor and the nearest bus stops to the Ali Baba Apartments site are located approximately 800 feet to the west at the intersection of NW 22nd Avenue and Ali Baba Avenue.

TRIP GENERATION

A trip generation analysis has been conducted for the proposed development. The analysis was performed utilizing the trip generation rates and equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (10th Edition)*. The trip generation analysis was undertaken for daily, AM, and PM peak hour conditions. According to the referenced ITE manual, the most appropriate land use categories and corresponding trip generation equations and rates for the proposed development are as follows:

ITE Land Use #221 – Multifamily Housing (Mid-Rise)

- Weekday: $T = 5.45 (X) - 1.75$ where T = number of trips and X = number of dwelling units
- AM Peak Hour: $\ln(T) = 0.98 \ln(X) - 0.98$ (26% in / 74% out)
- PM Peak Hour: $\ln(T) = 0.96 \ln(X) - 0.63$ (61% in / 39% out)

ITE Land Use #820 – Shopping Center (Retail)

- Weekday: $T = 37.75 (X)$ where T = number of trips and X = 1,000 square feet of gross leasable area
- AM Peak: $T = 0.94 (X)$ (62% in / 38% out)
- PM Peak: $T = 3.81 (X)$ (48% in / 52% out)

Utilizing the above-listed trip generation rates and equations from the referenced ITE document, a trip generation analysis was undertaken for the proposed mixed-use development. The results of this effort are documented in Table 1 below. Relevant excerpts from the ITE manual are presented in Appendix C.

Table 1 Ali Baba Apartments Trip Generation Analysis OpaLocka, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed								
Multifamily Housing (Mid-Rise)	30 DU		3	8		9	5	
Retail	962 SF	162 36	1	0	11 1	2	2	14 4
Total		198	4	8	12	11	7	18

Compiled by: KBP Consulting, Inc. (March 2021).

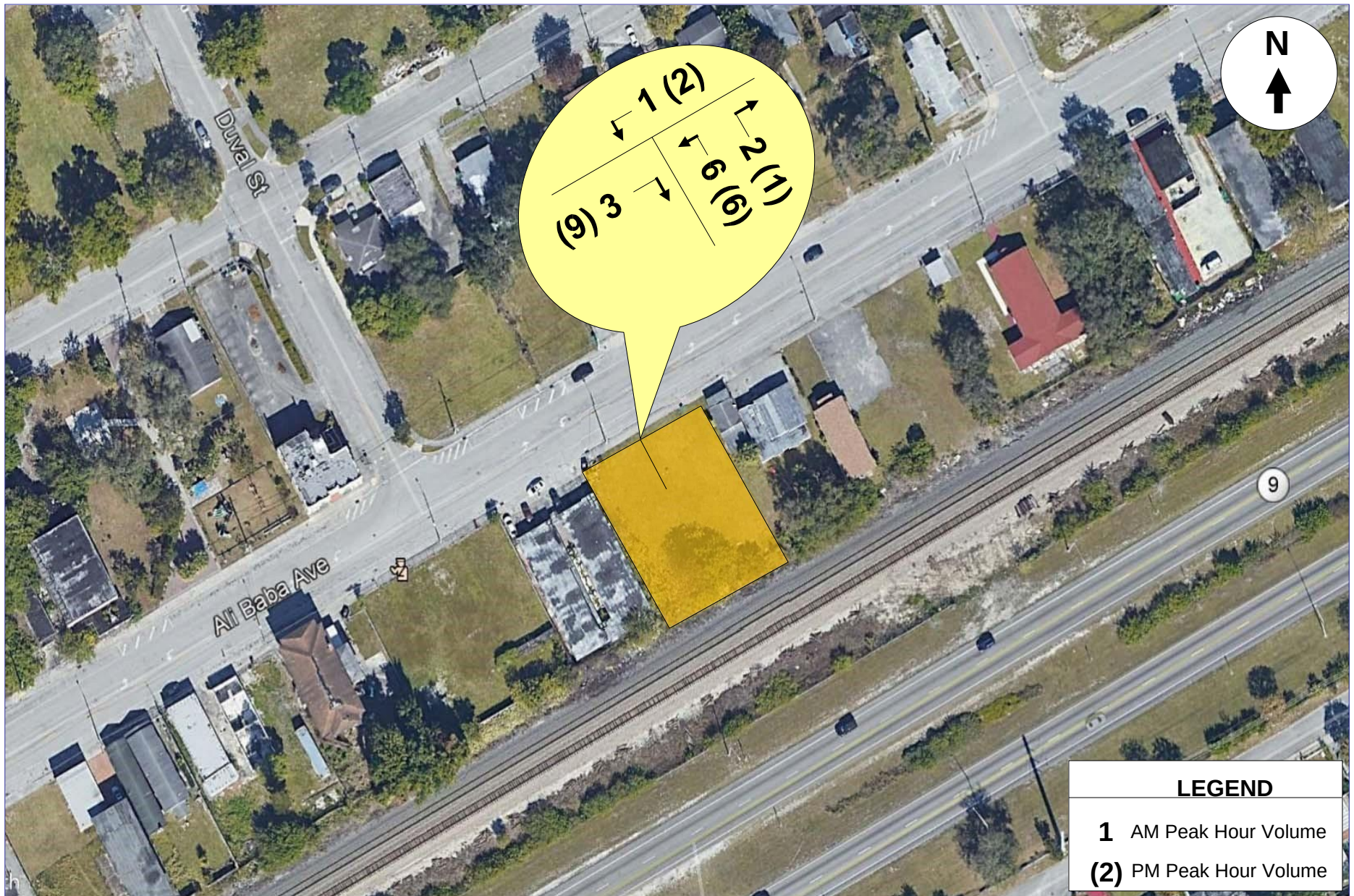
Source: ITE Trip Generation Manual (10th Edition).

As indicated in Table 1, the proposed mixed-use project is anticipated to generate 198 daily vehicle trips, 12 AM peak hour vehicle trips (4 inbound and 8 outbound), and 18 vehicle trips (11 inbound and 7 outbound) during the typical afternoon peak hour. Although the subject site is within convenient walking distance of existing transit service along the NW 22nd Avenue corridor, no trip reductions have been applied in order to present a conservative (i.e. worst-case) scenario.

TRIP DISTRIBUTION AND DRIVEWAY ASSIGNMENT

All entering and exiting vehicular traffic will utilize the proposed driveway on Ali Baba Avenue. Figure 2 on the following page presents the AM and PM peak hour driveway volumes. Based upon the projected driveway volumes anticipated during the AM and PM peak hours, a dedicated northeast bound right-turn lane is not warranted. Southwest bound left-turns will be served by the existing two-way left-turn lane on Ali Baba Avenue.

As indicated by the trip generation analysis and the driveway assignment, the traffic volumes associated with this mixed-use project are considered to be minimal (i.e. “de minimis”) and will have little impact on the surrounding transportation network.



SUMMARY & CONCLUSIONS

There are three (3) vacant parcels of land located on the southeast side of Ali Baba Avenue between Johnson Street and Duval Street in Opa-Locka, Miami-Dade County, Florida. The subject site will be developed with an eight-story mixed-use development consisting of 30 residential dwelling units, 962 square feet of retail space on the ground floor and 32 parking spaces. Vehicular access to the site will be provided via one (1) full access driveway on Ali Baba Avenue.

The trip generation analysis indicates that the proposed project is anticipated to generate approximately 198 daily vehicle trips, 12 AM peak hour vehicle trips (4 inbound and 8 outbound), and 18 vehicle trips (11 inbound and 7 outbound) during the typical afternoon peak hour.

Based upon the projected driveway volumes anticipated during the AM and PM peak hours, an exclusive northeast-bound right-turn lane is not warranted. Southwest-bound left-turns will be served by the existing two-way left-turn lane on Ali Baba Avenue.

And, as indicated by the trip generation analysis and the driveway assignment, the traffic volumes associated with this mixed-use project are considered to be minimal (i.e. “de minimis”) and will have little impact on the surrounding transportation network.

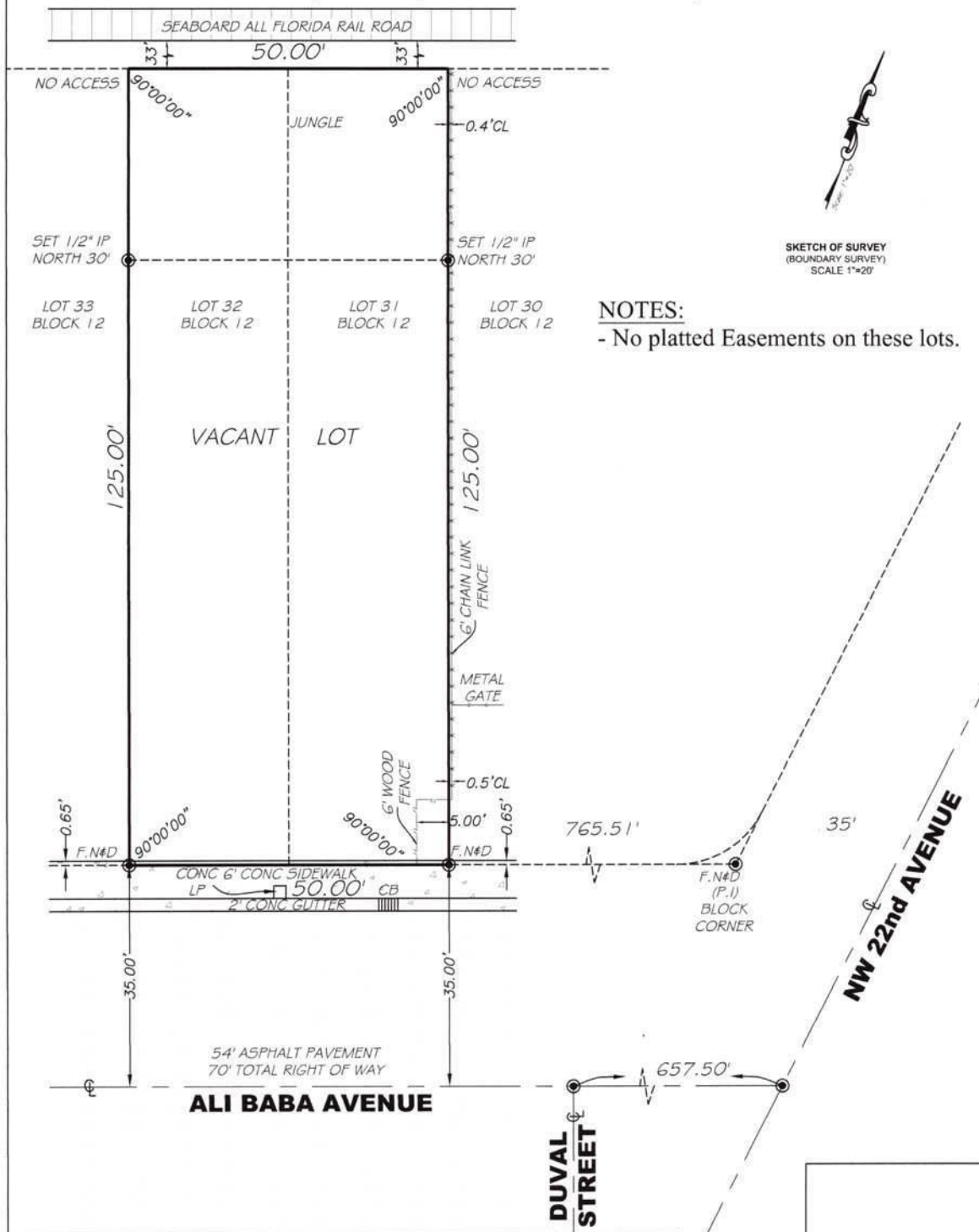
Appendix A

Ali Baba Apartments

Site Survey

Folio: # 08-2122-003-2140

Legal Description: Lots 31 and 32, Block 12, of "MAGNOLIA SUBDIVISION", according to the Plat thereof, recorded in Plat Book 40, at Page 80, of the public records of Miami-Dade County, Florida.



NOTES:

- No platted Easements on these lots.

COMMUNITY NAME AND NUMBER: CITY OF OPA-LOCKA: 120657	PANEL NUMBER AND SUFFIX: 12086 C 0136 - L	FIRM PANEL EFFECTIVE DATE: 09 / 11 / 2009
COUNTY NAME: MIAMI-DADE	FLOOD ZONE: X	BASE FLOOD ELEVATION : N/A
STATE: FLORIDA		

LEGAL NOTES

This Survey does not reflect or determine ownership; Examination of the Abstract of Title will have to be made to determine Recorded Instruments, if any, affecting the property; This Survey is subject to dedications, limitations, restrictions, reservations or easements of rec.; Legal Description provided by client; The Liability of this Survey is limited to the cost of the Survey; Underground Encroachments, if any, are not shown; This firm has not attempted to locate footing and/or foundations and/or underground improvements of any nature; If shown, Bearings are referred to an Assumed Meridian; If shown, Elevations are referred to National Geodetic Vertical Datum of 1929 (NGVD 1929)

FOR:

FAY PLASNIE CORP.;
TRUSTEE OF THE FAY PLASNIE CORP 2010;
ALI BABA LAND TRUST;
INDEPENDENCE TITLE, INC.;
WESTCOR LAND TITLE INSURANCE COMPANY.

Not valid without the signature
and the original raised seal
of a Florida licensed surveyor
and mapper (LB# 8000)

Date of Field Work 09-26-2019

Arturo R. Toirac
Arturo R. Toirac PLSM 3102

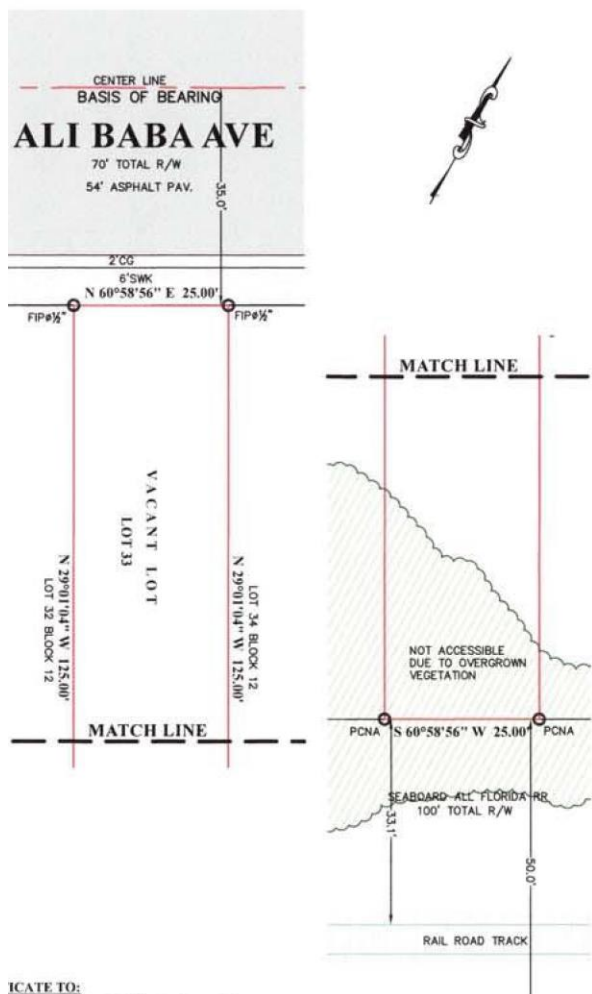
Order No. 19788

LEGEND AND ABBREVIATIONS

A=Arc Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; CL=Clear; Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FDH=Found Drill Hole; FIR=Found Iron Rod; FFE=Finished Floor Elevation; FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; N=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale; OE=Overhead Cables; OH=Over Hang; Pb=Plat Book; PC=Point of Curvature; PCP=Permanent Control Point; PL=Planter or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning; PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right Of Way; Sec=Section; T=Tangent; S=South; SIP=Set Iron Pipe With Cap Stamped PLS 3102; UE=Utility Easement; UP=Utility Pole; UTY=Utility; W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; C=Centerline; ---=Chain Link; = Concrete Wall; °=Degrees; Δ=Central Angle; Ø=Diameter; ' =Minutes; " =Seconds; = Wood Fence OVERHEAD UTILITY LINE

BOUNDARY SURVEY

SCALE: 1"= 2 0'



ICATE TO:

PROPERTY ADDRESS: VACANT LOT; 20xx ALI BABA AVE OPA LOCKA, FL 33054

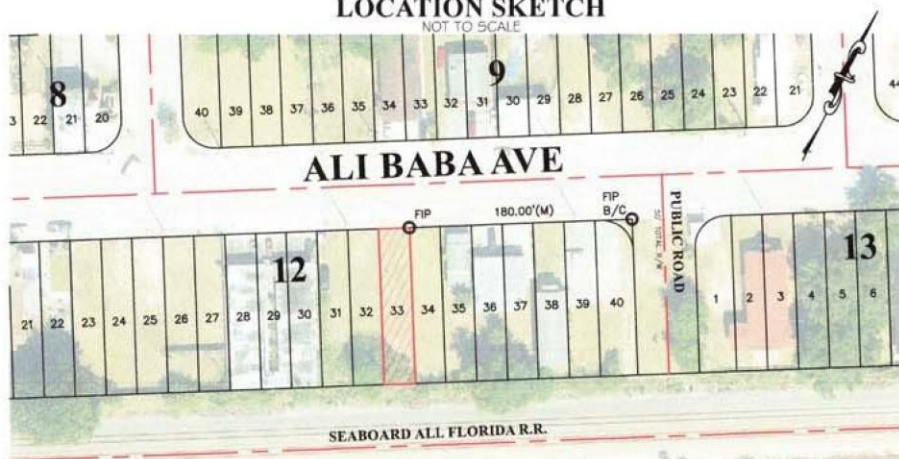
SOURCE OF LEGAL DESCRIPTION: CLIENT

LEGAL DESCRIPTION:

LOT 33 BLOCK 12
 SUBDIVISION MAGNOLIA SUBDIVISION
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40 AT PAGE 80
 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
 FOLIO: 08-2122-003-2150

LOCATION SKETCH

NOT TO SCALE



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, THAT THIS "BOUNDARY SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY SURVEY" MEETS THE INTENT OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120657	136	L	09/11/09	X	N/A

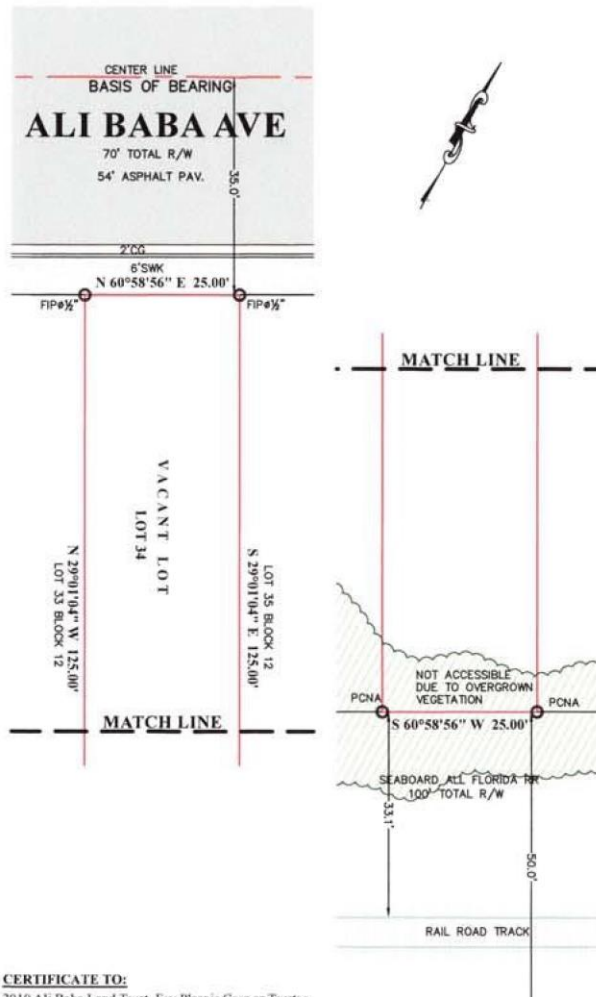
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF FLORIDA LICENCED SURVEYOR AND MAPPER

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. OWNERSHIP IS SUBJECT TO OPINION OF TITLE. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THE PROPERTY. THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF REC. LEGAL DESCRIPTION PROVIDED BY CLIENT. THE LIABILITY OF THIS SURVEY IS LIMITED TO THE COST OF THE SURVEY. THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS AND/OR UNDERGROUND IMPROVEMENTS OF ANY NATURE. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED.

Arturo R. Toirac
 PLSM 3102 ARTURO R. TOIRAC
 STATE OF FLORIDA

BOUNDARY SURVEY

SCALE: 1" = 20'



CERTIFICATE TO:

TO: ALI BABA AVE TRUST, INC. (Benevolent Trust)

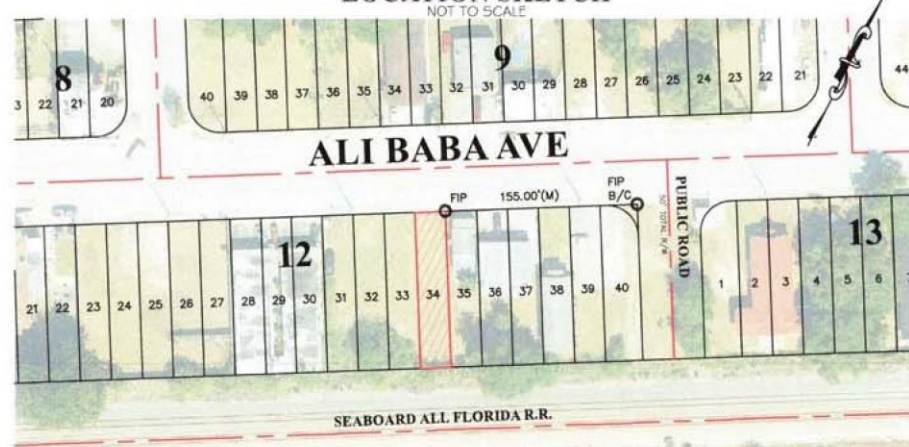
PROPERTY ADDRESS: VACANT LOT; 20xx ALI BABA AVE OPA LOCKA, FL 33054

SOURCE OF LEGAL DESCRIPTION: CLIENT

LEGAL DESCRIPTION:

LOT 34 BLOCK 12
 SUBDIVISION MAGNOLIA SUBDIVISION
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40 AT PAGE 80
 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
 FOLIO: 08-2122-003-2160

LOCATION SKETCH



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "BOUNDARY SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY SURVEY" MEETS THE INTENT OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120657	136	L	09/11/09	X	N/A

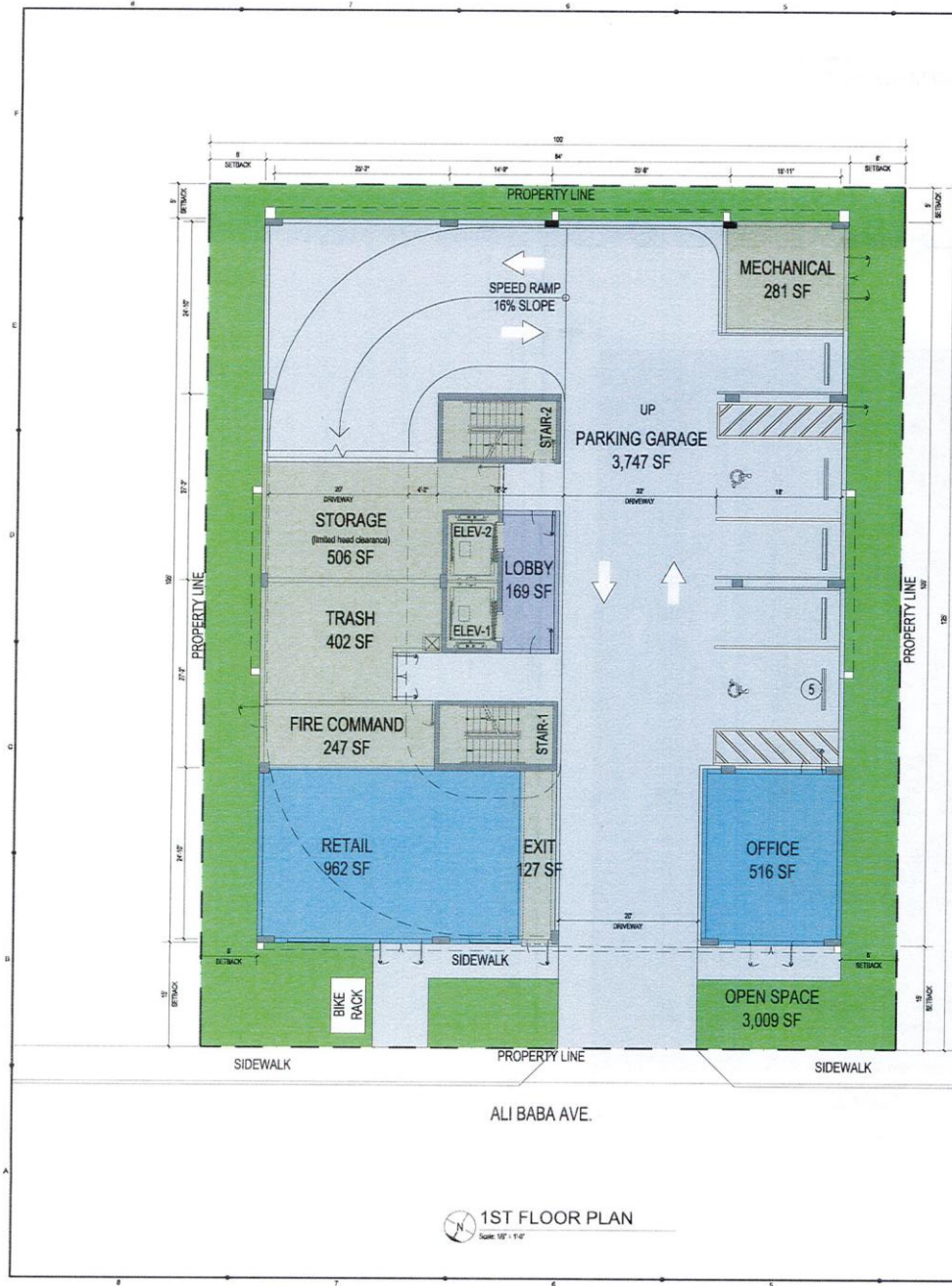
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF FLORIDA LICENCED SURVEYOR AND MAPPER

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Arturo R. Toirac
 PLSM 3102 ARTURO R. TOIRAC
 STATE OF FLORIDA

Appendix B

Ali Baba Apartments Preliminary Site Plan, Zoning / Site Data Table, Elevations and Rendering



DRAWING INDEX

ARCHITECTURE

A101	1ST FLOOR PLAN / INDEX / ZONING DATA / PROJECT DATA / LEGAL DESCRIPTION / PROJECT DESCRIPTION / BUILDING HEIGHT / SITE
A102	2ND-3RD FLOOR PLAN
A103	4TH FLOOR PLAN
A104	5TH-6TH FLOOR PLAN
A105	ELEVATIONS
A106	RENDERINGS

PROJECT DATA

FOLIO: 08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160

LOT AREA	112,000 SF (2.58 ACRES)
NET LOT AREA	112,000 SF (2.58 ACRES)
NET SITE DATA	112,000 SF (2.58 ACRES)
EXISTING USE	UNSATURATED LAND
PROPOSED USE	MIXED-USE (OFFICE, RETAIL, RESIDENTIAL)
BUILDING INFO & CLASSIFICATION	UNSATURATED LAND
PROPOSED BUILDING TYPE	MIXED-USE (OFFICE, RETAIL, RESIDENTIAL)

SITE / LEGAL DESCRIPTION

AS UNDERSTOOD, THE PROJECT IS LOCATED AT 2000 ALI BABA AVE., OPA-LOCKA, FL 33054

LEGAL DESCRIPTION:
LOT 1: MARIQUA SUB P6-40-80 LOTS 21 & 22 BLK 10 LOT 21: 60,000 S 125 ON 201603-2017 0102 1
LOT 2: MARIQUA SUB P6-40-80 LOTS 23 & 24 BLK 10 LOT 23: 60,000 S 125 ON 201603-2017 0101 1
LOT 3: MARIQUA SUB P6-40-80 LOTS 25 & 26 BLK 10 LOT 25: 60,000 S 125 ON 201603-2017 0102 2
LOT 4: MARIQUA SUB P6-40-80 LOTS 27 & 28 BLK 10 LOT 27: 60,000 S 125 ON 201603-2017 0101 3

PROJECT DESCRIPTION

THE PROPOSED 8-STORY MIXED-USE PROJECT CONSIST OF MULTIFAMILY RESIDENTIAL, RETAIL & PARKING COMPONENTS ALONG WITH THE NECESSARY MECHANICAL, SERVICE & STORAGE COMPONENTS FOR FUNCTIONALITY OF THE BUILDING

AREA BREAKDOWN

SITE AREA	112,000 SF (2.58 ACRES)
BUILDING FOOTPRINT	8,833 SF
STORIES & HEIGHT	8 stories / 87' height
RESIDENTIAL UNIT MIX	
UNIT TYPE	QUANTITY
2BR / 1 BATH	16
3BR / 1.5 BATH	14
TOTAL	30
HABITABLE FLOOR AREA	
RESIDENTIAL	32,312 SF
LOBBY	3,823 SF
COMMERCIAL RETAIL / Ground Level	169 SF
LEASING OFFICE / Ground Level	942 SF
TOTAL HABITABLE FLOOR AREA	37,246 SF
OUTDOOR AMENITIES	
BALCONIES	775 SF
POOL DECK (JACK, PANE, PLANTER)	0 SF
OPEN GREEN SPACE (Ground Level)	3,009 SF
TOTAL OUTDOOR AMENITIES AREA	3,784 SF
PARKING	
TOTAL PARKING AREAS	26,234 SF
LEVEL 1	3,504 SF
LEVEL 2	3,504 SF
LEVEL 3	3,504 SF
LEVEL 4	3,504 SF
TOTAL PARKING STALLS	32,304
NON-HABITABLE FLOOR AREA	
ELEVATOR SHAFTS	1,422 SF
STAIRWELLS	2,872 SF
Mechanical & Service	1,733 SF
STORAGE	506 SF
ROOF	8,833 SF
TOTAL NON-HABITABLE AREA	12,445 SF
TOTAL GROSS FLOOR AREA	82,209 SF

ZONING DATA

Zoning: S-1 (Mixed Use Overlay District)

Address: 2000 Ali Baba Ave. Opa-Locka, FL 33054

Folio: LOT 1: 08-2122-003-2140 | LOT 2: 08-2122-003-2150 | LOT 3: 08-2122-003-2160

BUILDING DESCRIPTION

LOT OCCUPATION

LOT AREA

LOT WIDTH

LOT LENGTH

LOT COVERAGE

FLOOR LOT RATIO

GREEN SPACE

DENSITY*

BUILDING SETBACKS

PRINCIPAL FRONT

SIDE / REAR STREET

REAR

BUILDING CONFIGURATION

BUILDING HEIGHT

BUILDING SPAN/ARCH

MAX BUILDING LENGTH

PARKING

RESIDENTIAL 2BR OR LESS

RESIDENTIAL 3BR OR MORE

COMMERCIAL

TOTAL PARKING

BICYCLE

RESIDENTIAL

COMMERCIAL

TOTAL BICYCLE PARKING

*Density (per acre)



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Seal of Project Architect

Project Architect - Ali Baba

Project Architect - Ali Baba

Project Architect - Ali Baba

Project Architect - Ali Baba

Project Architect - Ali Baba

Project Architect - Ali Baba

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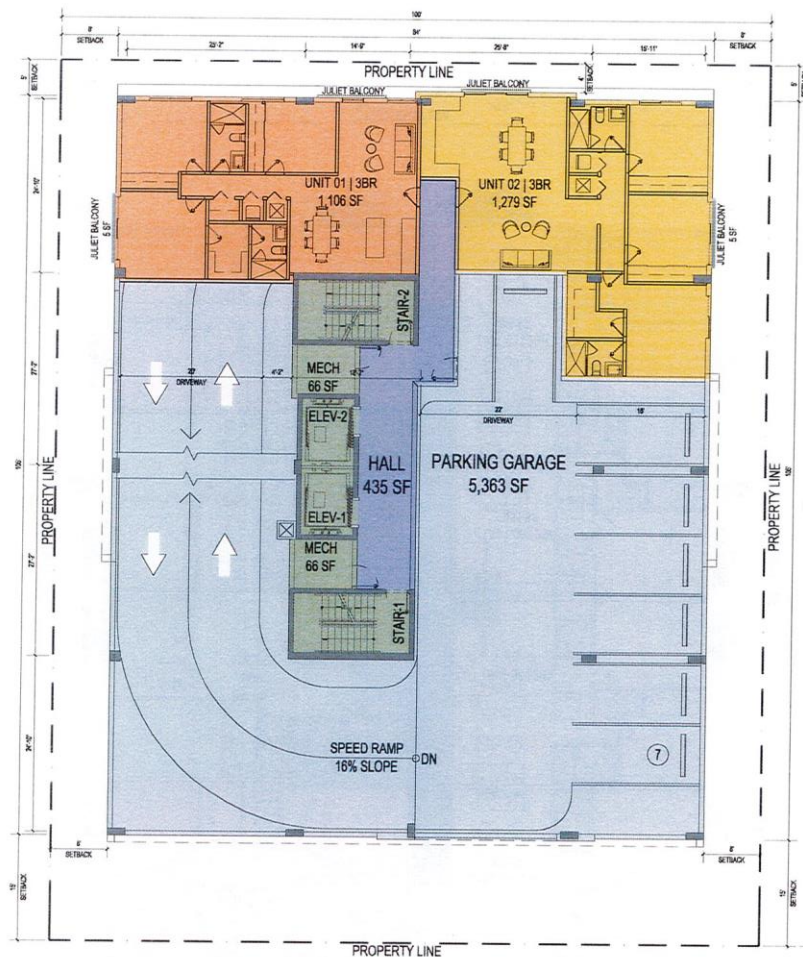
Project Architect - Ali Baba

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Project Architect - Ali Baba





4TH FLOOR PLAN
Scale: 1/8" = 1'-0"



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Drawn By: ES

Checked By: ES

Scale: AS SHOWN

Sheet Number: A103

Project Name: ALI BABA APARTMENTS

Project Address: 2090 Ali Baba Ave., Opa-Locka, FL 33054

Project Number: 20020

Sheet Name: FLOOR PLAN

Sheet Origin Date: 11/20/2020

Sheet Issue Date: 01/20/2021

Revisions:

No. Description Date

1. CORRECTED UNIT 02 BALCONY AREA TO MATCH UNIT 01

2. CORRECTED UNIT 02 BALCONY AREA TO MATCH UNIT 01

3. CORRECTED UNIT 02 BALCONY AREA TO MATCH UNIT 01

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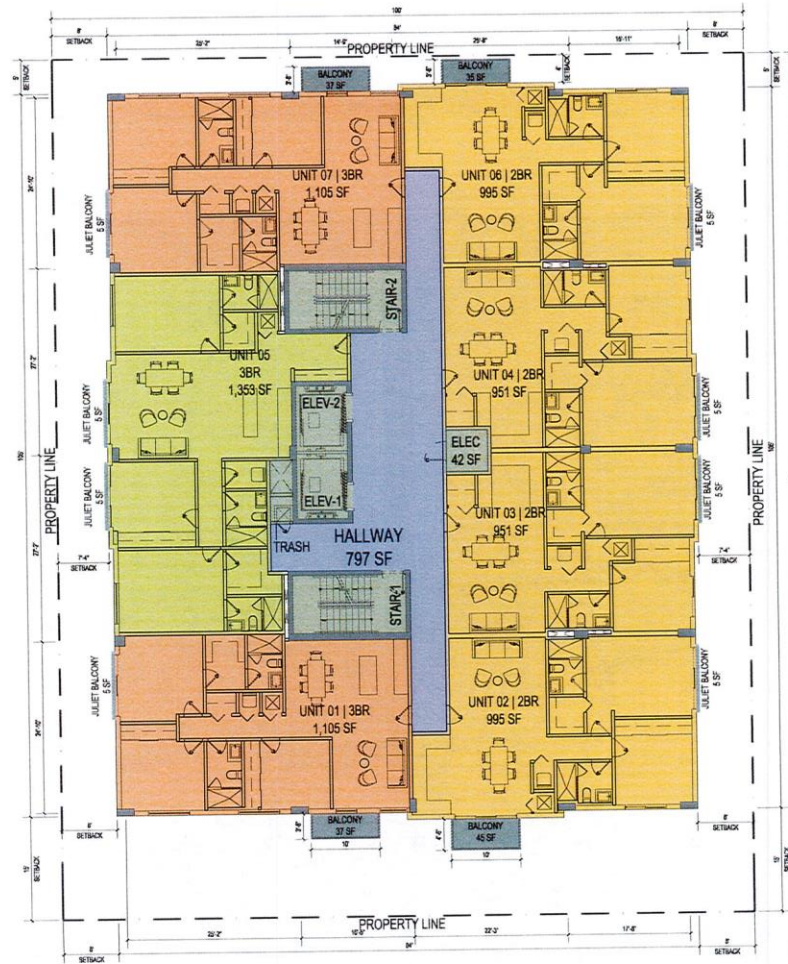
63. CORRECTED UNIT 02 BALCONY AREA TO MATCH UNIT 01

64. CORRECTED UNIT 02 BALCONY AREA TO MATCH UNIT 01



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See of Project Attached		
Know Baymiller / AN20003		
Consultants		
Project Name FAY PLASMINE CORPORATION 610 NW 183RD ST. SUITE 207 MIAMI, FL 33169		
Project ALI BABA APARTMENTS		
Project Address 2090 Ali Baba Ave. Opa-Locka, FL 33054		
Project Number 20020		
Project Name FLOOR PLAN		
Project Date 11/20/2020		
Project Issue Date 01/20/2021		
Revision No. Description Date		
Revision 1 01/20/2021		
Revision 2 01/20/2021		
Revision 3 01/20/2021		
Revision 4 01/20/2021		
Revision 5 01/20/2021		
Revision 6 01/20/2021		
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Revision 99 01/20/2021		
Revision 100 01/20/2021		



5TH-8TH FLOOR PLAN
Scale: 1/8" = 1'-0"



3 EAST ELEVATION

TOP OF PARAPET
89'-0"
ROOF SLAB
87'-0"
8TH FLOOR
79'-0"
7TH FLOOR
69'-0"
6TH FLOOR
59'-0"
5TH FLOOR
49'-0"
4TH FLOOR
39'-0"
3RD FLOOR
29'-0"
2ND FLOOR
19'-0"
1ST FLOOR
0'-0"



1 NORTH ELEVATION



4 WEST ELEVATION

TOP OF PARAPET
89'-0"
ROOF SLAB
87'-0"
8TH FLOOR
79'-0"
7TH FLOOR
69'-0"
6TH FLOOR
59'-0"
5TH FLOOR
49'-0"
4TH FLOOR
39'-0"
3RD FLOOR
29'-0"
2ND FLOOR
19'-0"
1ST FLOOR
0'-0"



2 SOUTH ELEVATION



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Project Name: **ALI BABA APARTMENTS**

Project Address: **2090 Ali Baba Ave., Opa-Locka, FL 33054**

Project Number: **20020**

Project Date: **11/20/2020**

Project Issue Date: **01/20/2021**

Project Type: **CONCEPT**

Drawn By: **ES**

Checked By: **ES**

Scale: **AS SHOWN**

Sheet Number: **A401**



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Seal of Project Architect

Project Name
Project Address
Project City
Project State
Project Zip

Consultants

Project Owner
Project Address
Project City
Project State
Project Zip

Project Name
Project Address
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Appendix C

**Ali Baba Apartments Relevant Excerpts
from the**

ITE Trip Generation Manual (10th Edition)

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st-floor commercial (Land Use 231) are related land uses.

Additional Data

In prior editions of *Trip Generation Manual*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.46 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 95.7 percent of the total dwelling units were occupied.

Time-of-day distribution data for this land use are presented in Appendix A. For the eight general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:00 and 8:00 a.m. and 4:45 and 5:45 p.m., respectively.

For the four dense multi-use urban sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:15 and 8:15 a.m. and 4:15 and 5:15 p.m., respectively. For the three center city core sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 6:45 and 7:45 a.m. and 5:00 and 6:00 p.m., respectively.

For the six sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.46 residents per occupied dwelling unit.

For the five sites for which data were provided for both occupied dwelling units and total dwelling units, an average of 95.7 percent of the units were occupied.

The average numbers of person trips per vehicle trip at the five center city core sites at which both person trip and vehicle trip data were collected were as follows:

- 1.84 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.94 during Weekday, AM Peak Hour of Generator
- 2.07 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.59 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 32 dense multi-use urban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.90 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.90 during Weekday, AM Peak Hour of Generator
- 2.00 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.08 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 13 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.56 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.88 during Weekday, AM Peak Hour of Generator
- 1.70 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.07 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, Ontario, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia, and Wisconsin.

Source Numbers

168, 188, 204, 305, 306, 321, 357, 390, 436, 525, 530, 579, 638, 818, 857, 866, 901, 904, 910, 912, 918, 934, 936, 939, 944, 947, 948, 949, 959, 963, 964, 966, 967, 969, 970

Multifamily Housing (Mid-Rise) (221)

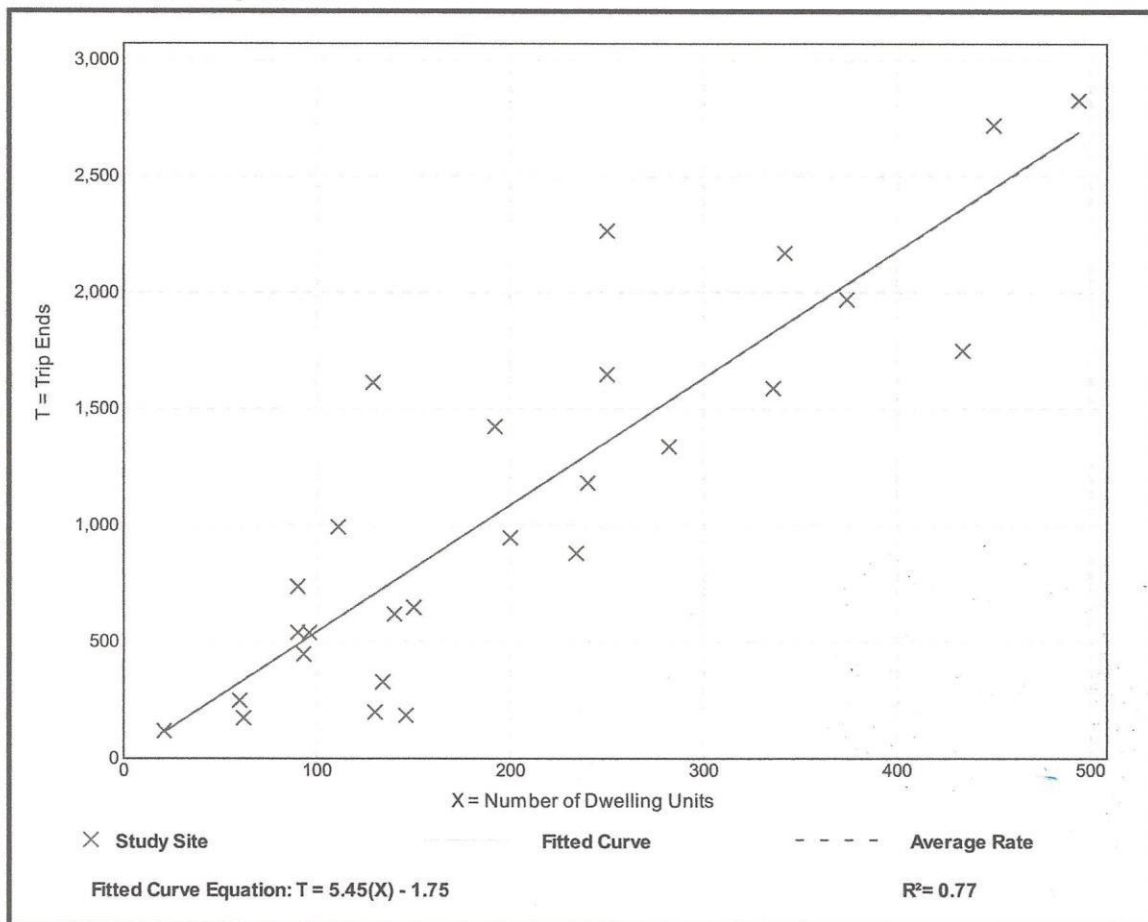
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 53

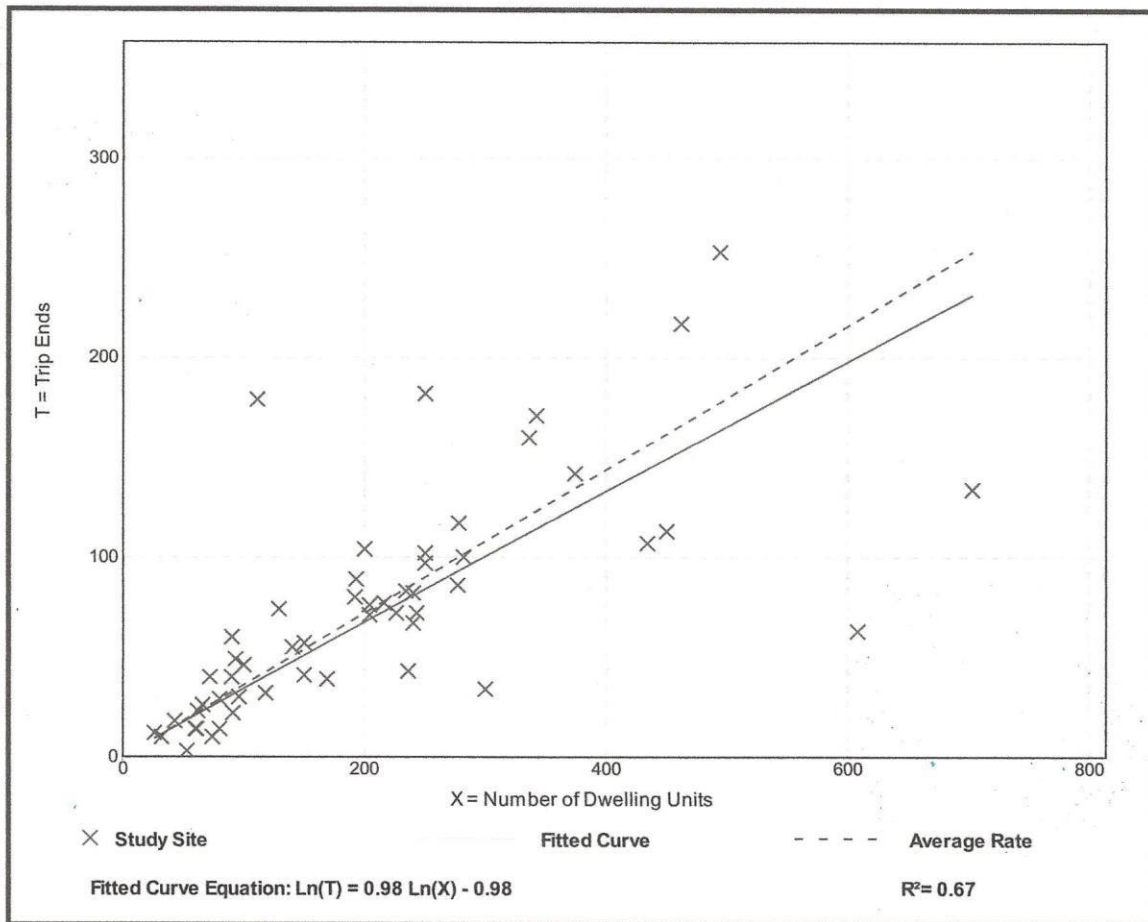
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 60

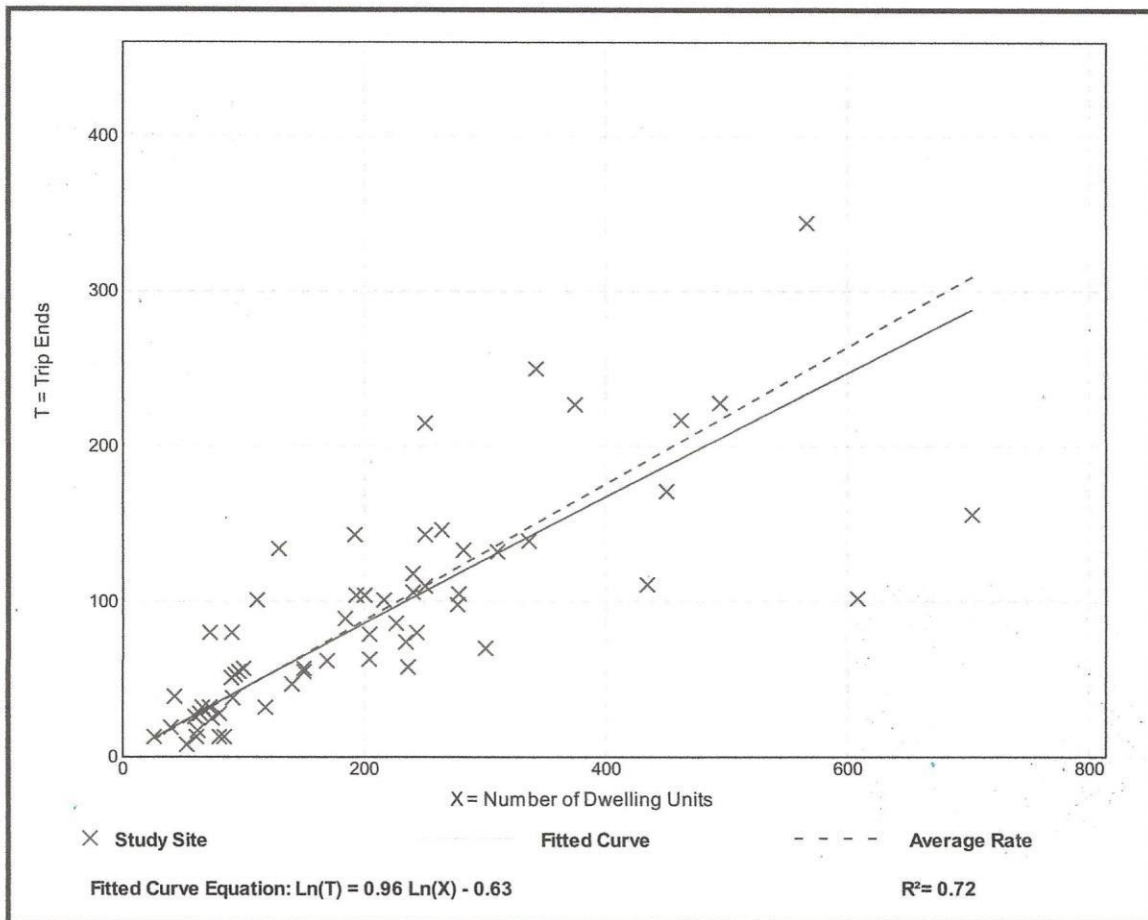
Avg. Num. of Dwelling Units: 208

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



Land Use: 820

Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers, and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, and recreational facilities (for example, ice skating rinks or indoor miniature golf courses).

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:15 and 1:15 p.m., respectively.

The average numbers of person trips per vehicle trip at the 27 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.31 during Weekday, AM Peak Hour of Generator
- 1.43 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.46 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

105, 110, 154, 156, 159, 186, 190, 198, 199, 202, 204, 211, 213, 239, 251, 259, 260, 269, 294, 295, 299, 300, 301, 304, 305, 307, 308, 309, 310, 311, 314, 315, 316, 317, 319, 358, 365, 376, 385, 390, 400, 404, 414, 420, 423, 428, 437, 440, 442, 444, 446, 507, 562, 580, 598, 629, 658, 702, 715, 728, 868, 870, 871, 880, 899, 908, 912, 915, 926, 936, 944, 946, 960, 961, 962, 973, 974, 978

Shopping Center (820)

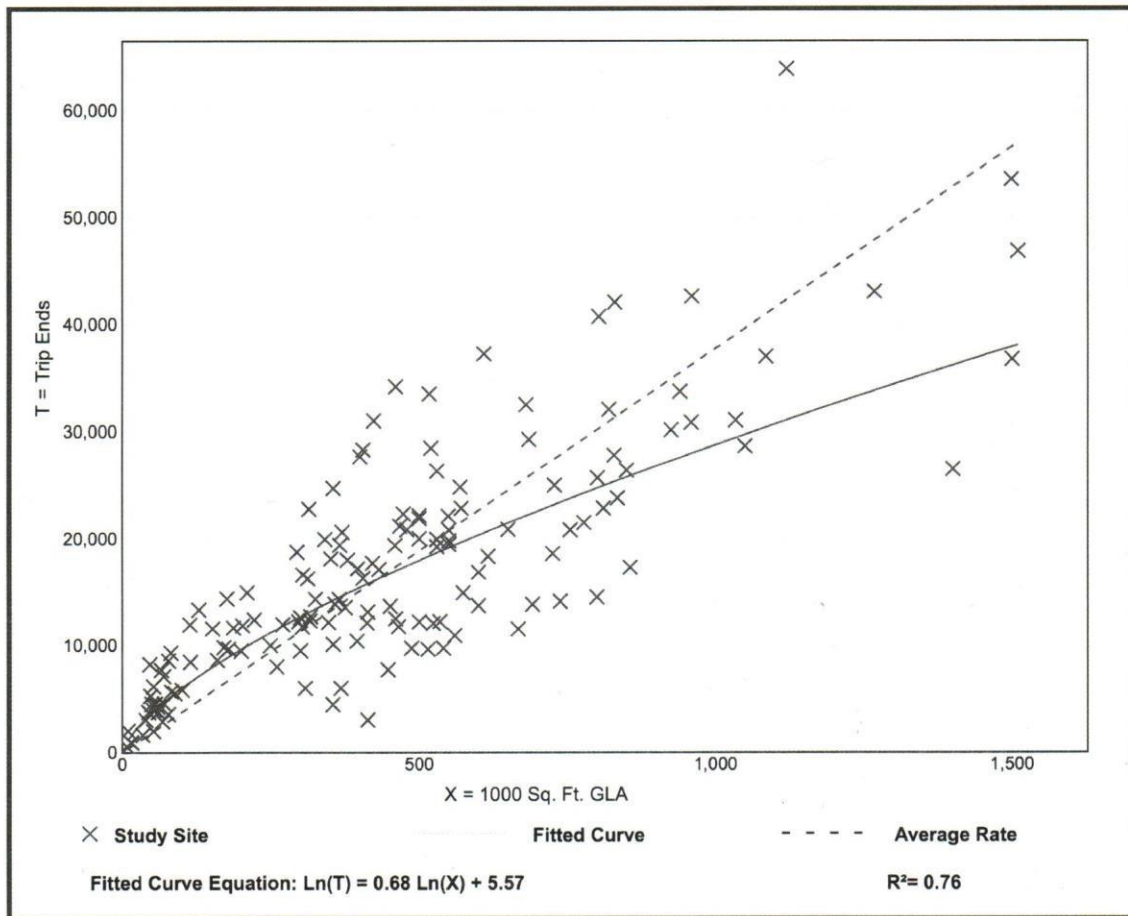
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 84

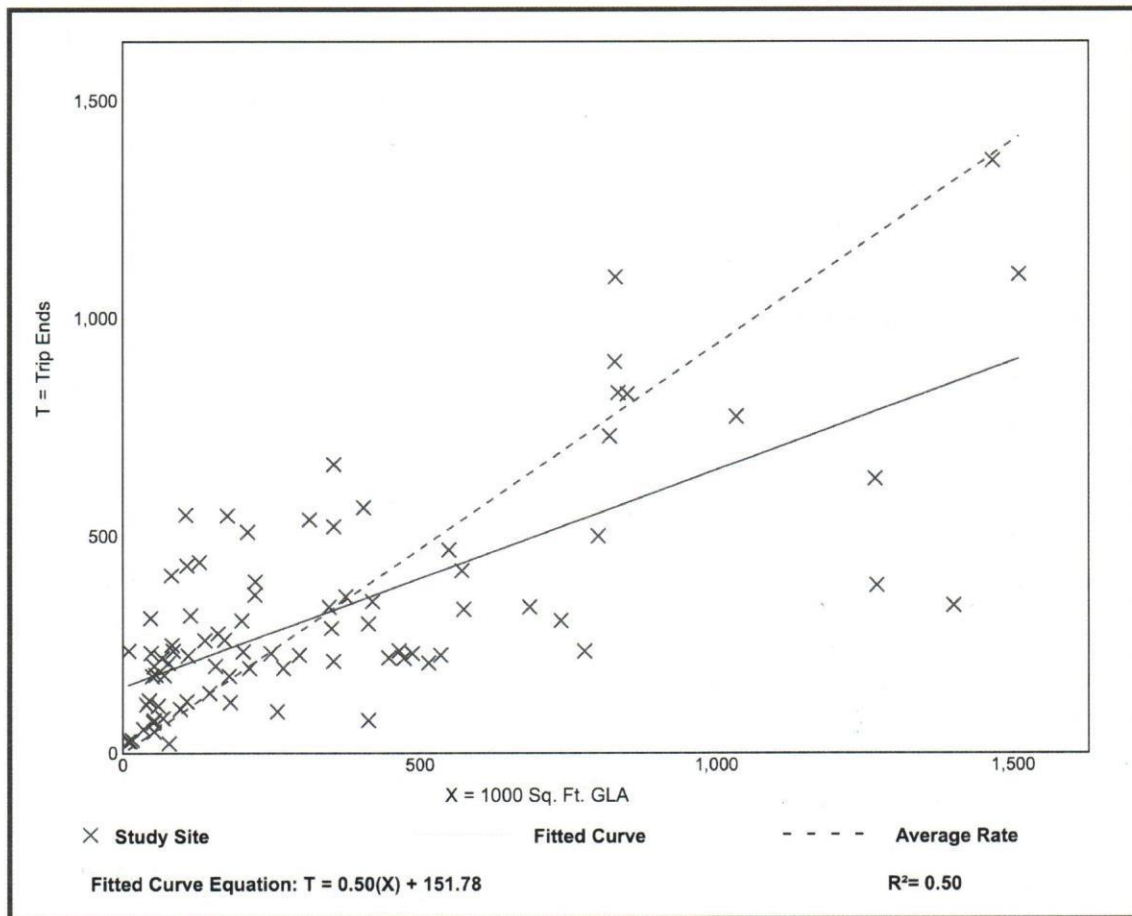
1000 Sq. Ft. GLA: 351

Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



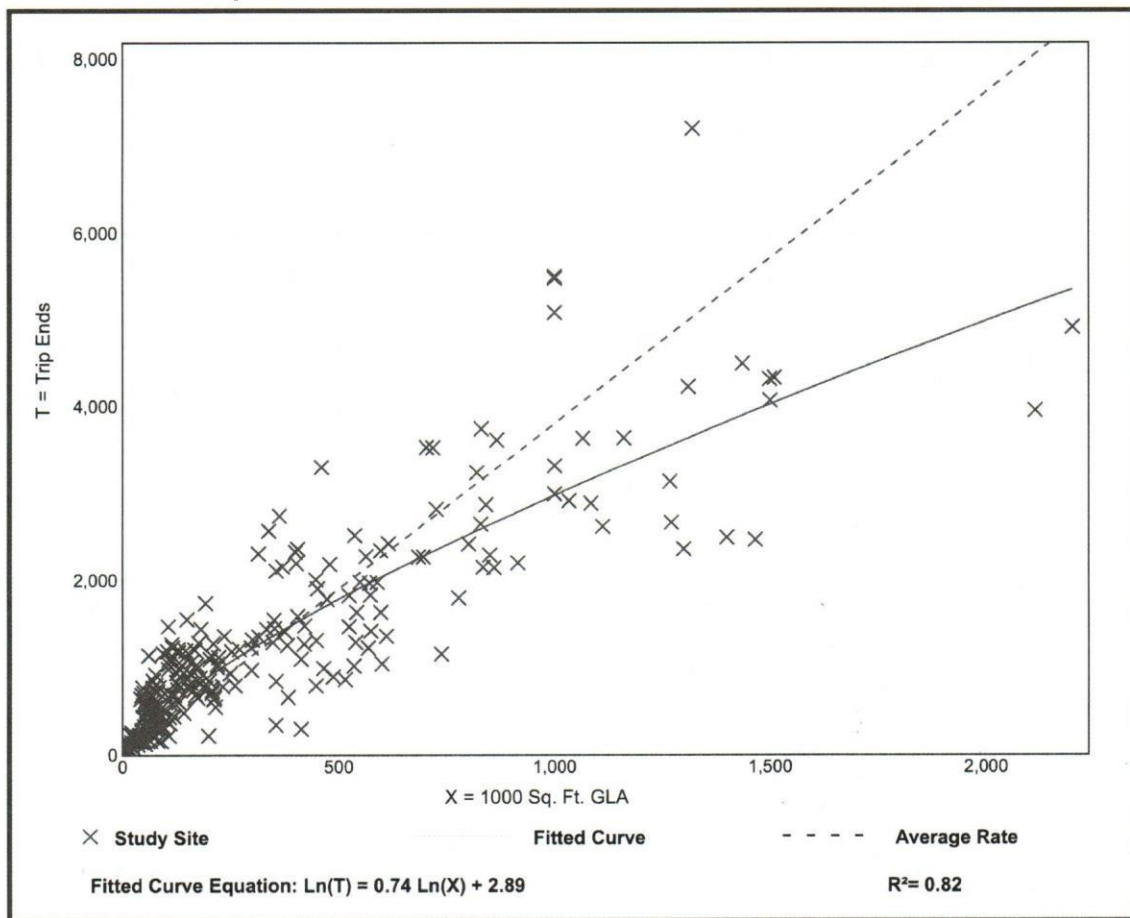
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 261
 1000 Sq. Ft. GLA: 327
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation





Site Plan Checklist Planning and Community Development Department

780 Fisherman Street, Fourth Floor, Opa-locka, FL 33054
305-953-2868 ext. 1503 (tel.)
305-953-3060 (fax)

Contact Information—Developer, Property Owner, or Contractor	
Name of Applicant / Developer / Property Owner (Circle One)	Sean Atkins, Fay Plasnie Corp. as Trustee (Property Owner). Nehemiah Davis (Developer)
Site Address / Location	2050 Ali Baba Avenue, Opa Locka 33054 (approximate) (Property Folio No.# 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160)
Telephone Number	Sean Atkins, (305) 205-7738 Nehemiah Davis, (305) 431-0896
Email Address	ineedproperties@gmail.com Ndavis@dcmdevelopments.com
Date of Application	April 14, 2021

Pre-Application Procedures

Prior to formal application for approval of any site plan, the applicant shall request and attend a mandatory pre-application conference with the appropriate City official(s) in order to become familiar with the City's development regulations and the subdivision process. At the pre-application conference, the applicant may be represented by his or her land planner, engineer and/or surveyor.

Zoning Requirements

A property within the City's corporate limits that is being proposed for development must be properly zoned by the City prior to submission of an application for approval of any site plan. In addition, the proposed development layout or design shown on the proposed site plan must be in conformance with all standards and requirements prescribed in the City's Land Development Code City Ordinance No. 15-31 and Miami-Dade County Subdivision Regulations adopted by City Ordinance No. 85-5

Completeness of Application

Site Plan applications which do not include all required information and materials, as outlined below and per other City policies which may change from time to time, will be considered incomplete, shall not be accepted for official submission by the City, and shall not be scheduled on a Planning Council agenda until the proper information is provided to City officials.

Applicability

Administrative Site plan review and approval shall be required for all nonresidential, mixed-use, townhouse, single-family attached and multi-family residential projects and structures and for any condition of special exception or conditional use as required by the Mayor and City Commission.

Exceptions

Site plan review shall not be required for single-family residential developments, unless the proposed subdivision will include a private amenity, facility or a golf course. In these instances, site plan submission and approval will be required for the private amenity or facility, or the golf course clubhouse/hospitality area.

Site Plan Checklist

The proposed site plan shall show the following information (other physical and engineering data shall be included in the engineering plans or as separate documents):

	Required	N/A	Requested	Provided
1. A title block within the lower right hand corner of the site plan with the proposed name of the project/subdivision, total site acreage, and the location of the property according to the abstract and survey records of Miami-Dade County	X		X	X
2. The name and address of the owner/developer and the land planner, engineer, architect or surveyor responsible for the plan		X	X	X
3. The scale of the drawing (both written and graphic scale)	X		X	X
4. The date the drawing was prepared		X		
5. Zoning			X	X
6. A vicinity or location map showing the location of the proposed development within the City and in relationship to existing roadways	X			X
7. The boundary survey limits of the tract and each proposed lot/tract and scale distances with north clearly indicated	X			X
8. The names of adjacent additions or subdivisions or the name of the owners of record with north clearly indicated and recording information for adjacent parcels of un-platted land, including parcels on the other sides of roads, canals, etc		X	X	X
9. The existing zoning and existing/proposed uses on adjacent land;		X		
10. The location, width and names of all existing or platted streets or other public ways within or adjacent to the tract	X			X
11. Any existing easements, with recording information	X			X
12. Existing buildings	X			
13. Railroad rights-of-way		X		
14. Topography (contours at two-foot intervals) with existing drainage channels or creeks including the 100-year flood plain, if applicable	X			X
15. Any other important natural features, such as wetlands, wildlife habitats, and all substantial natural vegetation	X			X
16. Proposed strategies for tree preservation including showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction	X			
17. The layout and width (right-of-way lines and curb lines) of existing and proposed thoroughfares, collector streets and/or intersections, and specific configuration of proposed streets		X		
18. Lot/tracts and blocks	X			X
19. Proposed driveways including driveway widths and distances between driveways	X			X
20. Proposed median openings and left turn lanes on future divided roadways and existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings		X		
21. Specific locations and footprints of buildings, including but not limited to proposed nonresidential and residential densities	X			X

22. Building heights	X			X
23. Square footages (for multi-tenant or multi-purpose buildings, show square footage for each intended use), massing, orientation		X	X	X
24. Loading/service areas (including proposed screening)	X			X
25. Recycling containers, compactors & dumpster enclosures	X	X		X
(including proposed screening)				
26. Pedestrian walkways		X		
27. Parking areas (including parking ratio calculations)	X			
28. Any proposed sites for parks, schools, public facilities, public or private open space	X			X
29. Flood plains/drainage ways	X			X
30. All proposed and existing utilities, easements and drainage structures	X			X
31. Traffic Impact Statement	X			
32. Retention/detention ponds with proposed aesthetic treatments	X			X
33. Screening walls; fences	X			X
34. Signage location	X			X
35. Fire lanes and fire hydrants	X			X
36. Lighting		X	X	X
37. Visibility easements		X	X	X
38. Other pertinent development related features		X	X	X
trees to be planted, and irrigation plans, if required		X		
Tree Ordinance 10-03 For removal, relocation, or maintenance standards for trees.				
40. Color building façade (elevation) plans showing elevations with any attached (wall-mounted) signage to be used, as determined appropriate by the City Manager, or his/her designee.	X			X

Effect of Approval

The approval of a site plan shall be effective for a period of twelve (12) months beyond the date that the plan was approved by the City Commission. If this is not accomplished, then the approved site plan shall be deemed to have expired and shall become null and void.

Revisions to Approved Site Plan

Minor Revisions/Amendments – It is recognized that final architectural and engineering design may necessitate minor changes in the approved site plan. In such cases, the City Manager, or his/her designee, shall have the authority to approve minor modifications to an approved site plan and which shall be submitted as an “amended site plan,” which substantially conforms to the previously approved site plan, provided that such modifications do not significantly change traffic circulation, building location(s) on the site, proximity of building(s) to nearby residential areas, increase the size or height of building(s), or any other conditions specifically attached as part of the City Council’s approval of the site plan. Submission materials and requirements for approval of an amended site plan shall be as determined by the City Manager or his/her designee. If the City Manager, or his/her designee, refuses to approve an amended site plan, then the applicant shall re-submit the amended site plan as a “revised site plan”, whereupon the revised site plan shall be scheduled for consideration by the Planning Council and City Commission

Major Revisions – In the event of revisions that are more extensive in nature and do not conform to the description for minor amendments above, a “revised site plan” must be resubmitted, reviewed by the City Manager, or his/her designee, and reconsidered by the Planning Council and City Commission.

Developer’s Agreement – A Developer’s agreement may be required for all development except for single-family homes or duplexes pursuant to Section 4.16 of City Ordinance No. 86-8.

Applicant's
Name

Sean Atkins

Address

610 NW 143rd St #207, Miami, FL 33169

Signed.



Date

4/14/2021

My signature certifies that I have been provided with a copy of the site plan checklist and have also had a pre-conference meeting with the Planning and Community Development staff.

Reviewed by Planning Staff -

Date of Pre-Conference Meeting -

Date of Site Plan Review -

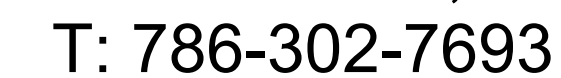
Design
Planning
Architecture

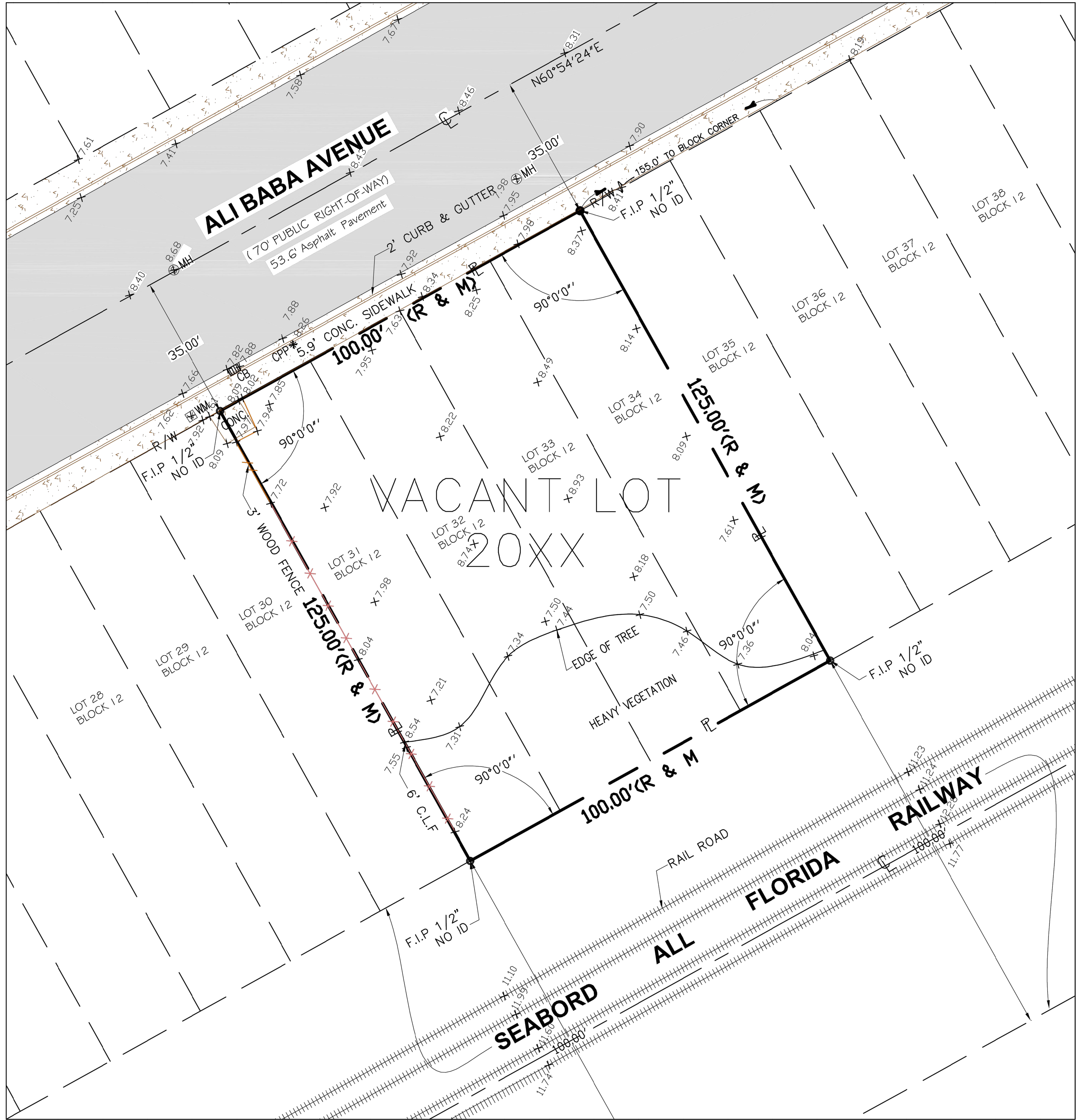
Edgar Gonzalez - AR980336

Seal of Project Architect

Allen G. Vandervels - AR92397

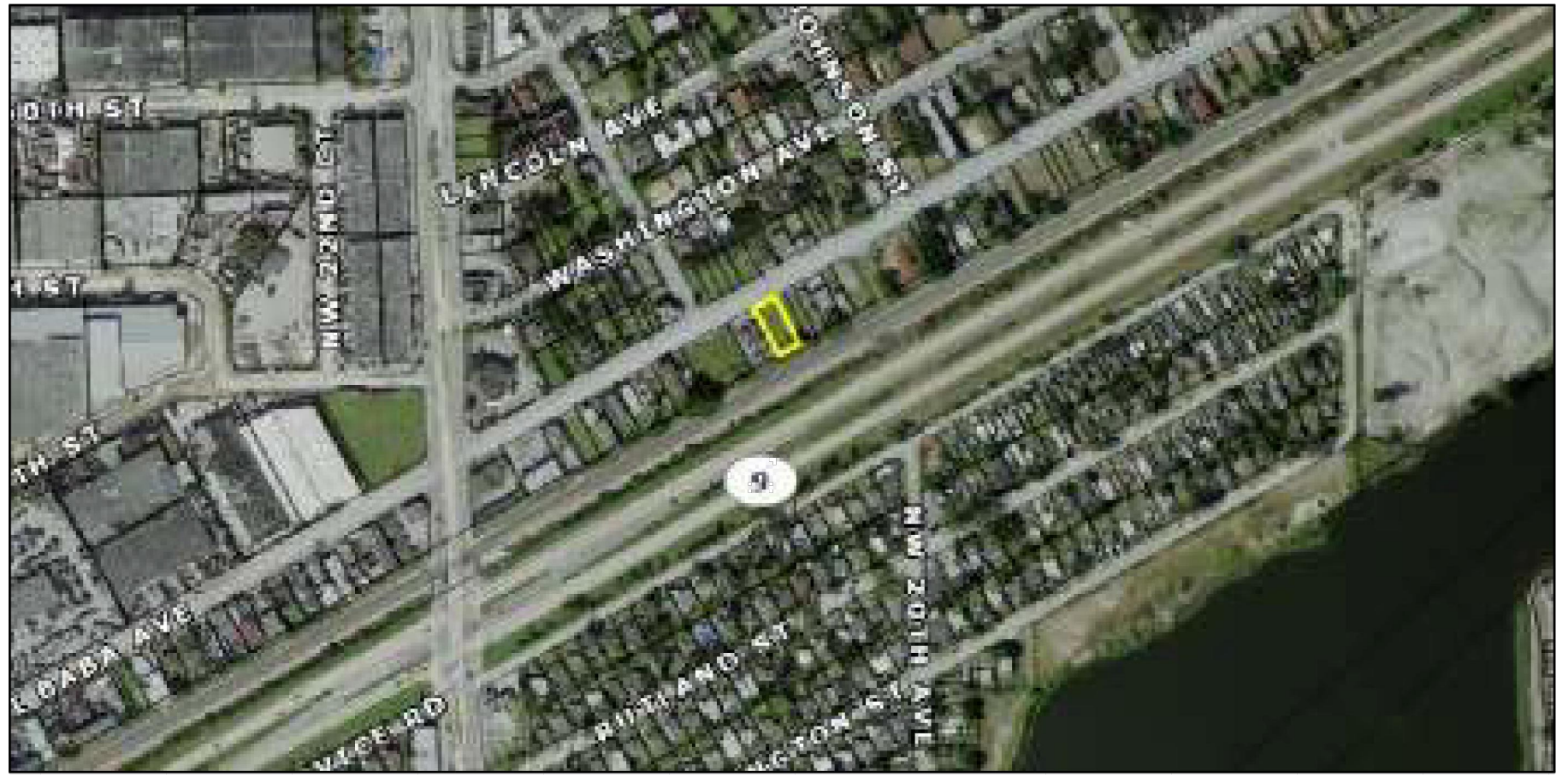
COVER





ABBREVIATIONS AND LEGEND

PL. = PROPERTY LINE	PG. = PAGE	F.I.P.= FOUND IRON PIPE	—X— CLF = CHAIN LINK FENCE
F.E. = FLOOR ELEVATION	SEC. = SECTION	F.N. = FOUND NAIL	—X—X—X— = WOOD FENCE
(M) = MEASURED	R. = RADIUS	F.N.D.= FOUND NAIL & DISK	—X—X—X—X— = IRON FENCE
(R) = RECORD	C. = CENTER LINE	CONC. = CONCRETE	WPP = WOOD POWER POLE
NO ID.= NO IDENTIFICATION NUMBER	P.B. = PLAT BOOK	4.56 = EXISTING ELEVATION	—O— = SIGN
N.T.S.= NOT TO SCALE	(D) = DEED	RES. = RESIDENCE	FH = FIRE HYDRANT
CB = CATCH BASIN	4.56 = EXISTING ELEVATION	BLDG. = BUILDING	EB = ELECTRIC BOX
R/W = RIGHT OF WAY		—X—X—X—X— = C.B.S. WALL	CPP = Concrete Power Pole



LEGAL DESCRIPTION:

LOT 31 and 32, Block 12, of MAGNOLIA SUBDIVISION to OPA LOCKA, according to the Plat thereof as recorded in Plat Book 40, at Page 80, of the Public Records of Miami Dade County, Florida.

LOT 33 and 34, Block 12, MAGNOLIA SUBDIVISION, according to the Map or Plat thereof as recorded in Plat Book 40, at Page(s) 80, of the Public Records of Miami Dade County, Florida.

SURVEYOR'S NOTES:

- 1) The above captioned Property was surveyed and described based on the above Legal Description: Provided by Client.
- 2) The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on the plat and the same, if any may not be shown on this section.
- 3) Bearings shown hereon are based on an assumed Meridian and referenced on the CENTERLINE OF ALI BABA AVENUE, Bearing N60°54'24"E.
- 4) Ownership subject to opinion of the Title.
- 5) Underground utilities are not depicted hereon.
- 6) Underground portions of Footings, Foundations or other improvements were not located.
- 7) Zoning and Setbacks are not verified by this survey.
- 8) Fence ownership not determined by this survey.
- 9) Flood Elevation Information:
Community: 120657 CITY OF OPA-LOCKA
FIRM Panel: 12086C0136L
Flood Zone: X Base Flood Elevation: N/A. Date of FIRM: 09/11/2009 Suffix: L
- 10) Elevation shown hereon are relative to the NORTH AMERICAN VERTICAL DATUM 1988(N.A.V.D.88) of mean sea level and are based on a Benchmark supplies by the engineering department of MIAMI DADE COUNTY.
Benchmark used: B-65-2 NEW Elevation: 9.125' (N.A.V.D.88).
- 11) The minimum relative distance accuracy for this type of Survey is 1 foot in 7,500 feet. The accuracy obtained by measurement and calculation of closed geometric figures was found to exceed this requirement.
Well-identified features as depicted on the Survey Map were measured to an estimated horizontal positional accuracy of 1/10 foot.
- 12) Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- 13) Roof overhang not located unless otherwise shown.
- 14) Underground improvements and/or underground encroachments not shown unless otherwise indicated.

ENCROACHMENT NOTES:

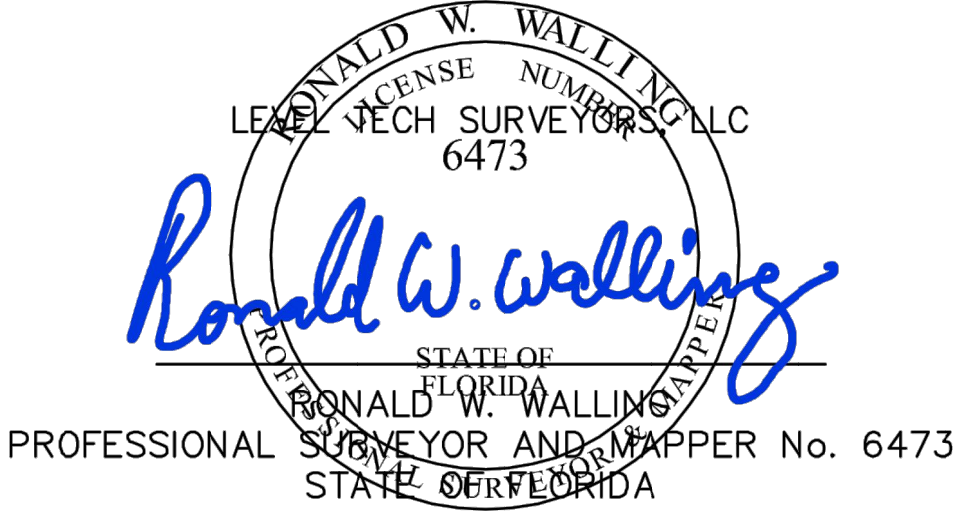
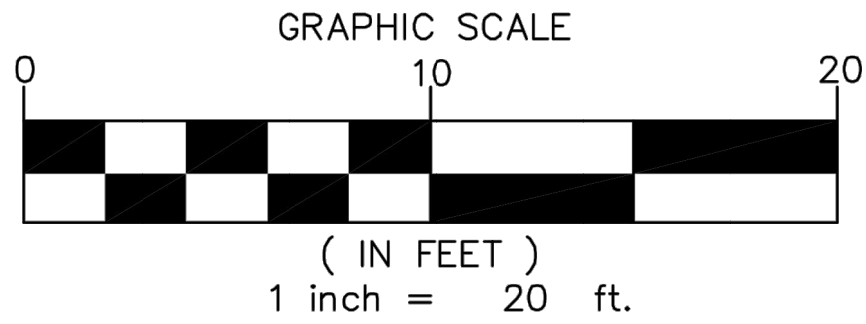
There are no above ground encroachments, other than those shown hereon.

CERTIFICATE NOTE:

I hereby certify that the BOUNDARY SURVEY hereon was completed under my direction on March 22, 2021 and that said survey is true and correct to the best of my knowledge and belief. There are no above ground encroachments, other than those shown hereon.
I further certify that this survey meets the STANDARDS OF PRACTICE set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027 Florida State Statutes.

CERTIFICATE TO:

Davis, Consulting and Management INC.
Date of Field Work: 03/22/2021



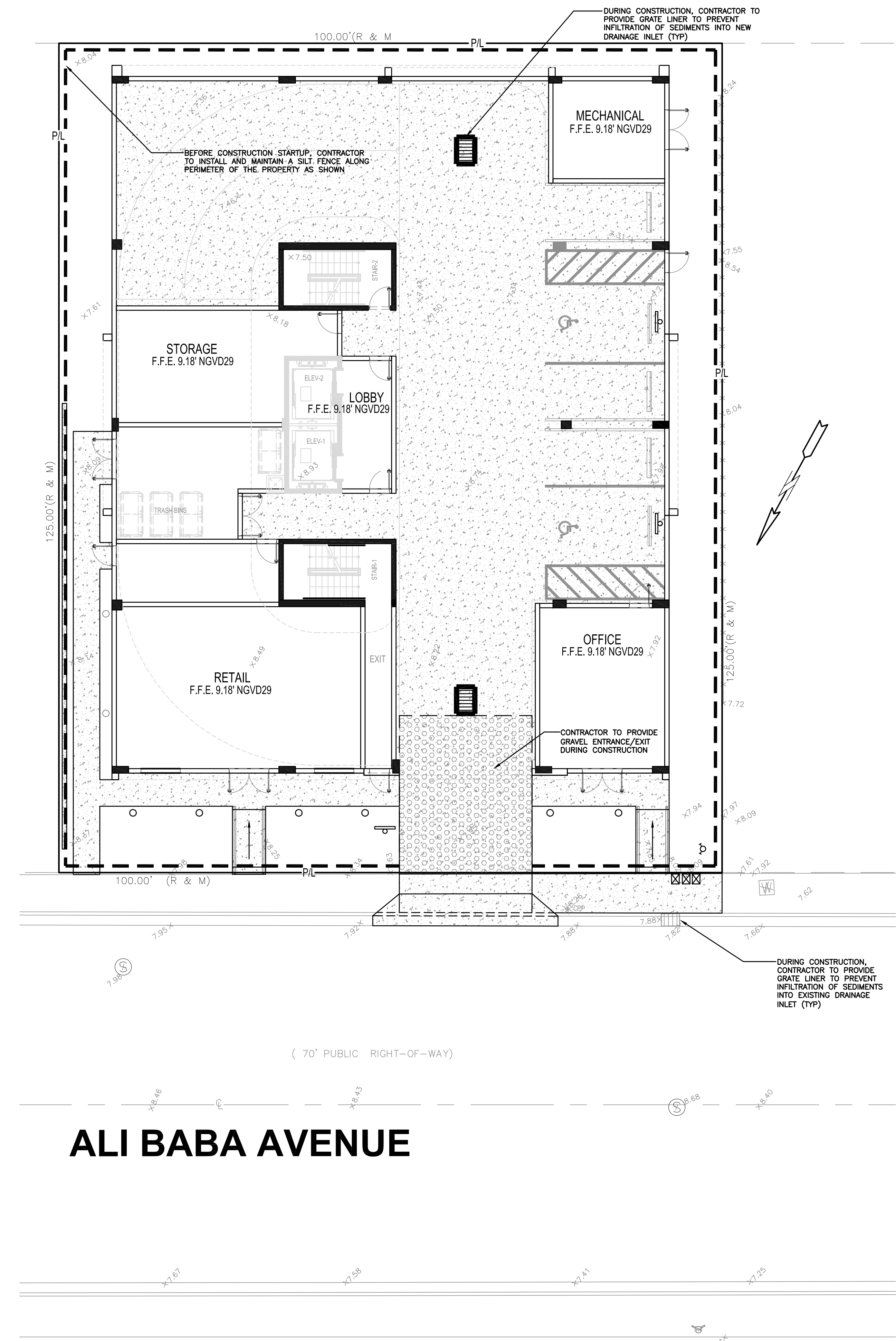
LEVEL-TECH SURVEYORS, LLC.
777 NW 72ND AVENUE, SUITE 3002, MIAMI FL, 33126.
TEL: 305.261.8483
LB # 7154

LAND SURVEYORS * LAND PLANNERS

DRAWINGS ARE THE PROPERTY OF LEVEL-TECH SURVEYORS, LLC, AND MAY NOT BE USED BY CLIENT ON OTHER PROJECTS EXCEPT BY AGREEMENT IN WRITING AND WITH THE APPROPRIATE COMPENSATION TO LEVEL-TECH SURVEYORS, LLC

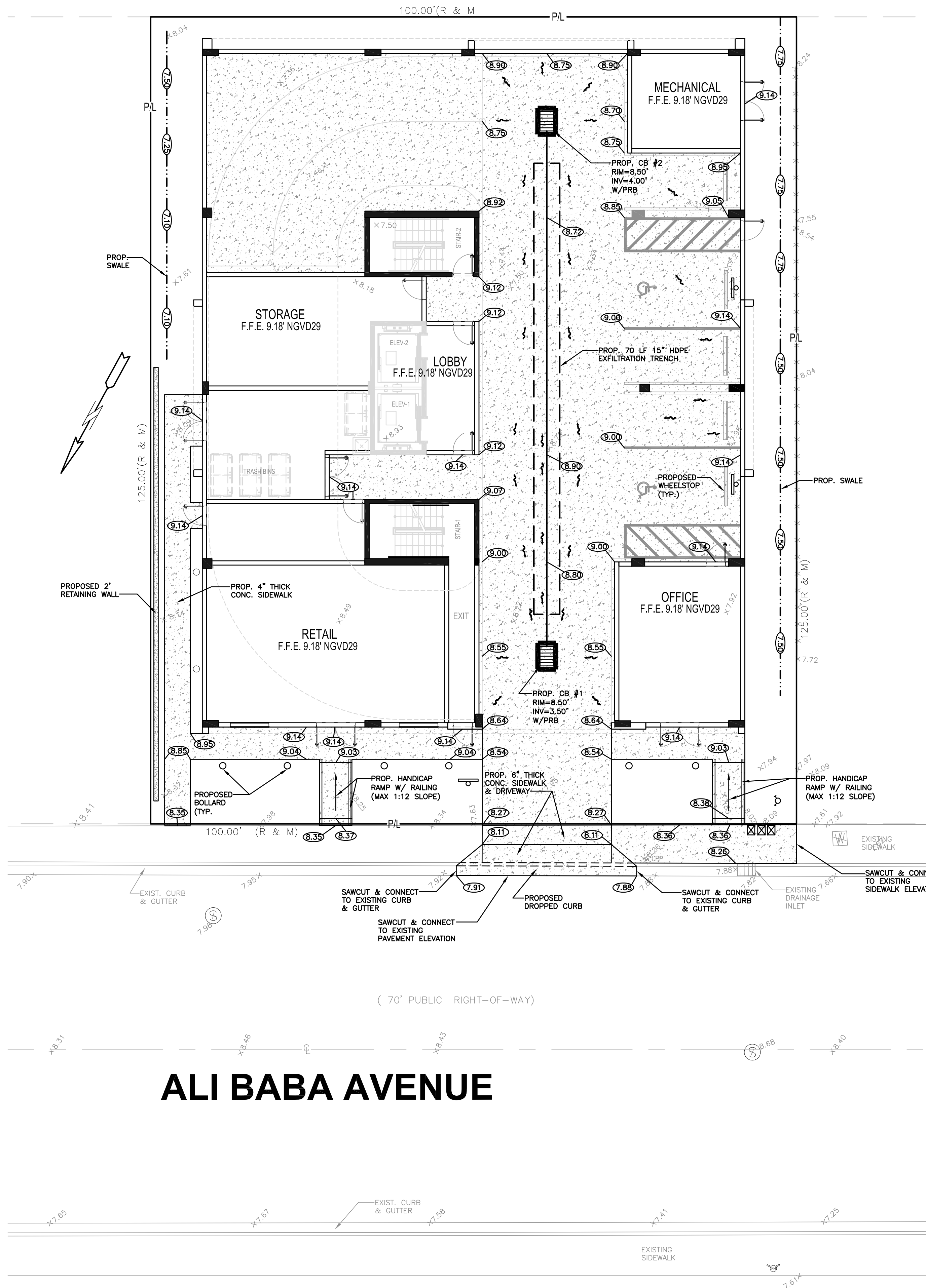
NAME AND TYPE OF PROJECT:	BOUNDARY SURVEY		
	PROJECT LOCATION:	20XX ALI BABA, OPA-LOCKA, FL. 33054	CLIENT ADDRESS:
	CLIENT:	Davis, Consulting and Management INC.	CLIENT TELEPHONE:
	FILE PATH:		
SCALE:	1"=20'		
DATE:	03/22/2021		
DRAWN BY:	OG		
FIELD BOOK:	PH 21-03-9557		
PROJECT No:	LT 21-03-9557		
SHEET:	1		
	OF 1 SHEETS		

ALL ELEVATIONS ARE REFERENCED TO NGVD29 VERTICAL DATUM



ALL ELEVATIONS ARE REFERENCED
TO NGVD29 VERTICAL DATUM

WATER TABLE ELEVATION=1.5' NAVD88 (PER
BROWARD COUNTY FUTURE WATER TABLE MAP)



NOTES:

- 1) CONTRACTOR MUST NOTIFY ZEPHYR ENGINEERING OF THE START OF CONSTRUCTION DATE PRIOR TO START OF CONSTRUCTION. ZEPHYR ENGINEERING WILL NOT CERTIFY ANY CONSTRUCTION THAT WAS NOT INSPECTED BY ZEPHYR ENGINEERING, OR ZEPHYR ENGINEERING'S AUTHORIZED REPRESENTATIVE.
- 2) PRIOR TO CONSTRUCTION, CONTRACTOR RESPONSIBLE TO FIELD VERIFY ALL EXISTING ELEVATIONS.
- 3) CONTRACTOR MUST COORDINATE PROPOSED IMPROVEMENTS SHOWN ON CIVIL PLANS WITH EXISTING SITE CONDITIONS & PROPOSED PLANS BY THE OTHER DESIGN PROFESSIONALS PRIOR TO CONSTRUCTION. CONTRACTOR MUST ALSO VERIFY THAT THERE ARE NO DISCREPANCIES BETWEEN THE WATER, SEWER & DRAINAGE PLANS THAT MAY CAUSE CONFLICTS PRIOR TO CONSTRUCTION. CONTACT ZEPHYR ENGINEERING IF DISCREPANCIES EXIST.
- 4) PRIOR TO CONSTRUCTION, CONTRACTOR RESPONSIBLE TO DOCUMENT EXISTING CONDITIONS ON AND AROUND THE PROJECT AREA, INCLUDING THE R.O.W. AND ADJACENT PROPERTIES. IT'S RECOMMENDED THAT CONTRACTOR TAKE PHOTOGRAPHS & VIDEOS TO CLEARLY DOCUMENT CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR RESPONSIBLE TO REPAIR ALL DAMAGES CAUSED BY OR AS A RESULT OF THE PROPOSED CONSTRUCTION.
- 5) ALL ROOF DRAINS MUST BE CONNECTED TO THE ONSITE DRAINAGE SYSTEM.
- 6) CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR SITE PLAN LAYOUT AND DIMENSIONS.
- 7) EXISTING UTILITIES SHOWN ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR'S RESPONSIBLE TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR TO BE AWARE THAT THERE MAY BE SOME EXISTING UTILITIES ON OR ADJACENT TO THE PROJECT SITE THAT MAY NOT BE SHOWN ON THE CIVIL PLANS, AND CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY THOSE UTILITIES AS WELL. CONTRACTOR RESPONSIBLE FOR RELOCATION OF EXISTING UTILITIES THAT CONFLICTS WITH PROPOSED CONSTRUCTION.

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONC. PAVEMENT
- PROPOSED GRADE
- EXISTING ELEVATION
- PROPOSED WATER METER
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DOUBLE DETECTOR CHECK VALVE
- PROPOSED FIRE DEPT. CONNECTION

REVISIONS		DESCRIPTION
NO.	DATE	

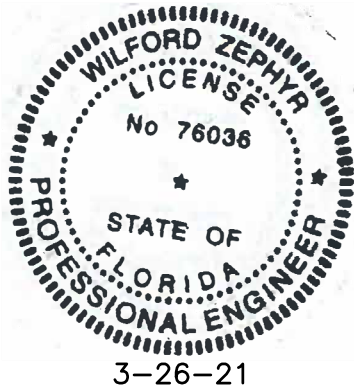
ZEPHYR ENGINEERING
WILFORD ZEPHYR, P.E.
HOLLYWOOD, FL
(786) 302-7693
wzephyr@gmail.com
CA#: 31158

ZE

ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
WILFORD ZEPHYR ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.



P.E.#: 76036
DATE: 3/23/21
SCALE: 1"=10'
SHEET NO.:
C2
2 OF 5
PROJECT NO.: 21-16

PRELIMINARY PAVING, GRADING & DRAINAGE PLAN
SCALE: 1"=10'

THE LOCATION OF EXISTING UTILITIES AND TOPOGRAPHY HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION.

2. PRIOR TO CONSTRUCTION THE CONTRACTOR IS TO NOTIFY THE FOLLOWING COMPANIES & AGENCIES AND ANY OTHERS SERVING THE AREA:

FLORIDA POWER & LIGHT CO., CONSTRUCTION
BELLSOUTH
TELECAST
TECO
LOCAL CITY / COUNTY ENGINEERING & UTILITY DEPARTMENTS
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), AS APPLICABLE
UNDERGROUND UTILITIES NOTIFICATION CENTER OF FLORIDA (S.U.N.S.H.I.N.E.)

PAVING, GRADING & DRAINAGE NOTES:

1. ALL UNSUITABLE MATERIALS, SUCH AS MUCK, HARDPAN, ORGANIC MATERIAL & OTHER DELTERIOUS MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND WITHIN THE ROAD & PARKING LOT AREAS SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, & REPLACED W/ THE SPECIFIED FILL MATERIAL IN MAXIMUM 12" LIFTS COMPACTED TO 98% MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE W/ AASHTO T-99. THICKNESS OF LAYERS MAY BE INCREASED PROVIDED THE EQUIPMENT & METHODS USED ARE PROVEN BY FIELD DENSITY TESTING TO BE CAPABLE OF COMPACTING THICK LAYERS TO SPECIFIED DENSITIES.
2. ALL AREAS SHALL BE CLEARED & GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL & DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH & ALL OTHER OBSTRUCTION RESTING ON OR PROVIDING THROUGH THE SURFACE OF THE EXIST. GROUND TO A DEPTH OF 12". ITEMS WHICH MAY REMAIN OR TO BE RELOCATED OR ADJUSTED SHALL BE SO DESIGNATED ON THE DWGS.
3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3 OR A-2.4 IN ACCORDANCE W/ AASHTO M-145 & SHALL BE FREE FROM VEGETATION & ORGANIC MATERIAL. NOT MORE THAN 10% BY WEIGHT OF FILL MATERIAL SHALL PASS THE NO. 200 SIEVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENG. TEST RESULTS MUST INCLUDE BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE & LIME ROCK, UTILITIES, EXCAVATION, ASPHALT GRADATION REPORTS, CONC. CYLINDERS, ETC.
5. ALL INLETS & PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION IN THE DRAINAGE SYSTEMS BY WAY OF TEMPORARY PLUGS & PLYWOOD OR PLASTIC COVERS OVER THE INLETS. THE ENTIRE DRAINAGE SYSTEM TO BE CLEAN OF DEBRIS PRIOR TO FINAL ACCEPTANCE.
6. WHERE ANEW ASPHALT MEETS OR ABUTS EXIST. ASPHALT, THE EXIST. ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL ALSO BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.
7. ALL PROPOSED GRADES (ELEVATIONS) REFER TO ASPHALT GRADES UNLESS INDICATED OTHERWISE.
8. SITE GRADING SHALL BE W/IN 0.1' OF THE REQUIRED ELEVATION & ALL AREAS SHALL BE GRADDED TO DRAIN.
9. ALL SUBGRADE SHALL HAVE AN LBR OF 40 UNLESS OTHERWISE NOTED & SHALL BE COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-99.
10. ALL LIME ROCK SHALL BE COMPACTED TO 98% PER AASHTO T-180 & HAVE NOT LESS THAN 60% OF CARBONATES OF CALCIUM & MAGNESIUM UNLESS OTHERWISE DESIGNATED. ALL LIME ROCK SHALL BE PRIMED.
11. CONCRETE & ASPHALT THICKNESS SHALL BE OF TYPE DESIGNATED ON DWGS. (SEE SECTIONS 2.12, PLASTIC FILL FABRIC SHALL BE MIRAFI, TYPAR OR EQUAL CONFORMING TO SECTION 905 OF FDOT STANDARD SPECIFICATIONS.
13. CONC. SIDEWALKS SHALL BE 4" THICK ON COMPACTED SUBGRADE, W/ 1/2" EXPANSION JOINTS PLACED AT A MAXIMUM OF 75'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTER. THE BACK OF SIDEWALK ELEVATION SHALL EQUAL THE CROWN OF ROADWAY, UNLESS SPECIFIED OTHERWISE BY LOCAL CODES OR INDICATED ON DWGS. ALL CONC. SIDEWALKS THAT CROSS DRIVEWAYS SHALL BE 6" THICK.
14. PIPE SPECIFICATIONS : THE MATERIAL TYPE IS SHOWN ON THE DRAWINGS BY ONE OF THE FOLLOWING DESIGNATIONS -
RCP = REINFORCED CONC. PIPE, ASTM DESIGNATION C-76, TABLE III
CMP = CORRUGATED METAL (ALUM.) PIPE, MTD DESIGNATION M-196
CMP (SMOOTH LINE) CORRUGATED METAL (ALUM.) PIPE, ASTM DESIGNATION M-196
CSP = SLOTTED CONC. PIPE, FDOT SECTIONS 941 & 942
PVC = POLYVINYLCHLORIDE PIPE
RCPM = REINFORCED CMP, FDOT SECTION 945
DIP = DUCTILE IRON PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE.

1. PAVEMENT MARKING & SIGNING STANDARD NOTES :
 - (1) STOP SIGNS SHALL BE 30"x30" (R1-1), HIGH INTENSITY.
 2. ALL SIGNS SHALL BE PLACED AT A HEIGHT NOT LESS THAN 5' & NOT GREATER THAN 7'. THE HEIGHT IS MEASURED FROM THE BOTTOM OF THE SIGN TO THE EDGE OF NEAREST PAVEMENT. THE SIGN POST SHALL BE PLACED A MINIMUM OF 6' TO A MAXIMUM OF 12' FROM THE ADJACENT PAVEMENT, & A MINIMUM OF 6' FROM THE CROSS TRAFFIC PAVEMENT.
 3. STOP BARS SHALL BE 24" WHITE.
 4. ALL SITE PAVEMENT MARKINGS SHALL BE PAINT, (UNLESS INDICATED OTHERWISE)
 5. ALL PAVEMENT MARKINGS AND SIGNAGE IN THE ROAD RIGHT-OF-WAY SHALL BE THERMOPLASTIC & SHALL CONFORM TO MUTCD AND PBC TYPICAL T-1P-06-001.

Diagram illustrating the plan and cross-sections of a sidewalk joint.

Plan View (Top): Shows a curved sidewalk layout. Key features include:

- TYPE "A" JOINT**: Indicated at the transition between the new and existing sidewalk.
- NEW SIDEWALK**: The section being constructed.
- EXIST. SIDEWALK**: The existing sidewalk section.
- R/W LINE**: Right-of-Way Line.
- P.T.**: Point of Tangency.
- P.C.**: Point of Curvature.
- 5'-0" TYP.**: Typical width dimension.
- SIDEWALK PLAN**: Title of the plan view.
- N.T.S.**: Not To Scale.

Cross-Sections (Bottom): Three types of joints are shown:

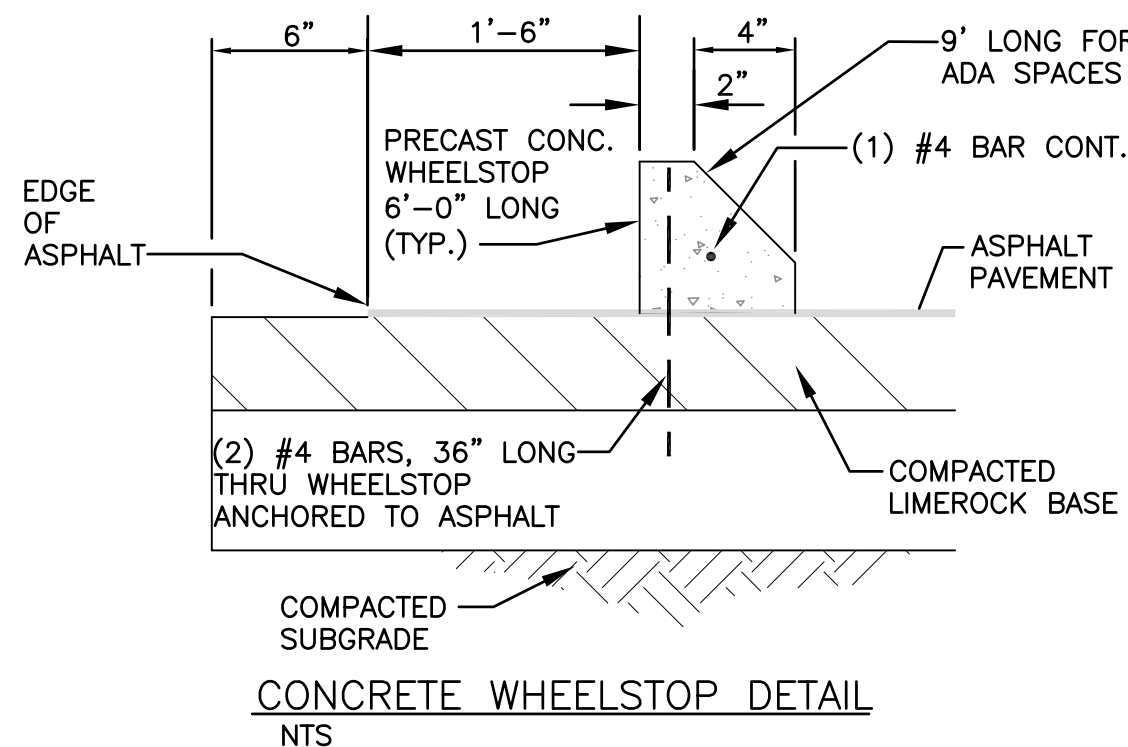
- TYPE - A (OPEN TYPE JOINTS)**: Shows a joint with a $\frac{1}{4}"$ MIN. gap.
- TYPE - B (SAWED JOINTS)**: Shows a joint with a $\frac{1}{8}"$ MIN. gap and a $1 \frac{1}{2}"$ depth.
- TYPE - C (EXPANSION JOINTS)**: Shows a joint with a $\frac{1}{2}"$ MIN. gap and a $\frac{1}{2}"$ PREFORMED EXPANSION JOINT.

NOTES:

1. EXPANSION JOINTS EVERY 50' O.C.
2. CONC. MIN. 2500 PSI, NO STEEL IN SIDEWALK
3. 8" THK. SIDEWALK ACROSS DRIVEWAYS

<u>TABLE OF SIDEWALK JOINTS</u>	
<u>TYPE</u>	<u>LOCATION</u> :
"A"	P.C. & P.T. OF CURVES & TIE-IN JUNCTION OF EXIST. TO NEW SIDEWALKS.
"B"	5'-0" O.C. ON SIDEWALKS.
"C"	* WHERE SIDEWALK ABUTS CONC. CURBS & DRIVEWAYS OR SIMILAR STRUCTURES. EXPANSION JOINTS EVERY 50' O.C.
* INSTALLED AT THE DISCRETION OF THE ENGINEER	

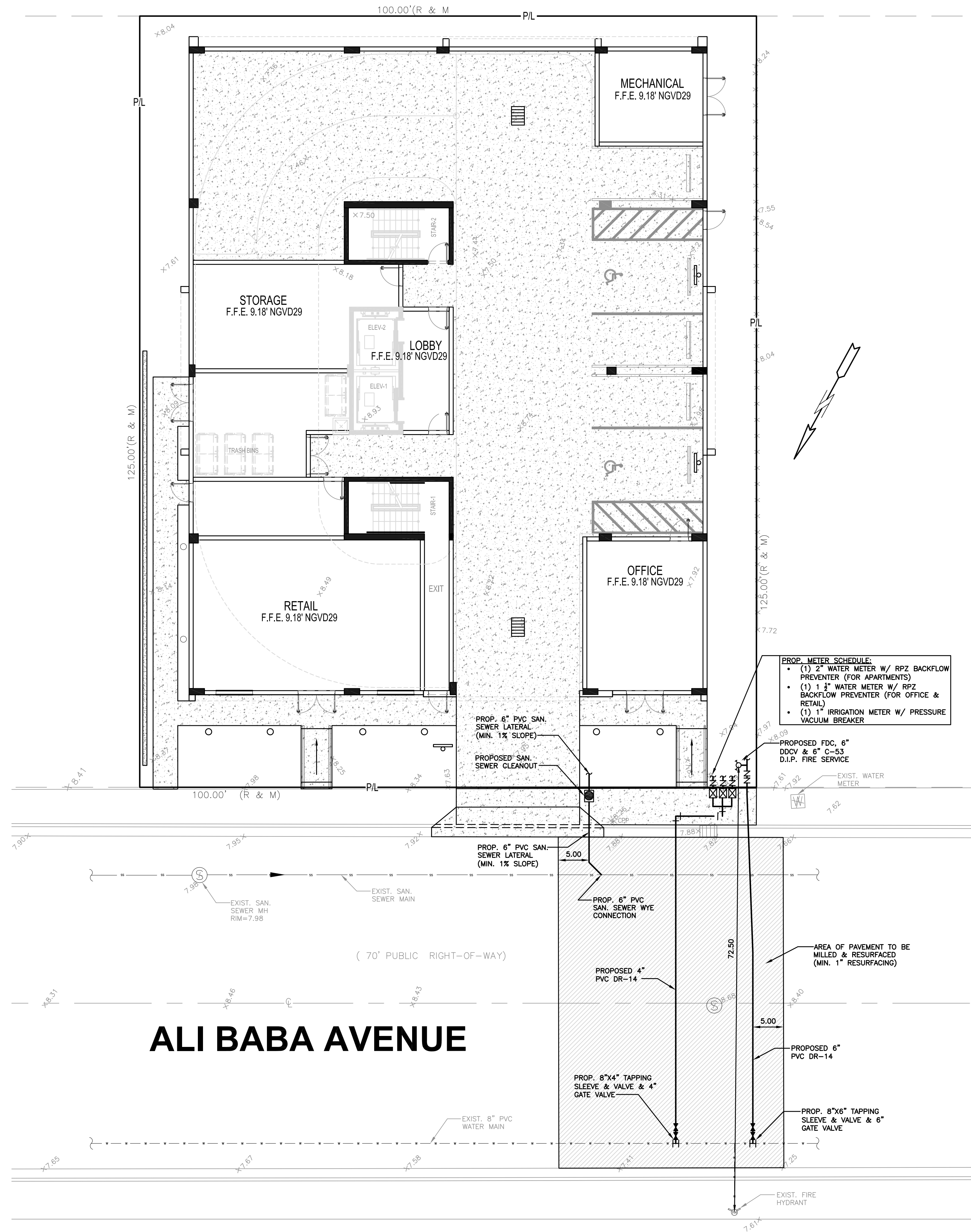
NTS



ALI BABA APARTMENTS

PROJECT NO.: 21-16

ALL ELEVATIONS ARE REFERENCED
TO NGVD29 VERTICAL DATUM



- LEGEND**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONC. PAVEMENT
 - PROPOSED GRADE
 - EXISTING ELEVATION
 - PROPOSED WATER METER
 - PROPOSED BACKFLOW PREVENTER
 - PROPOSED DOUBLE DETECTOR CHECK VALVE
 - PROPOSED FIRE DEPT. CONNECTION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
WILFORD ZEPHYR ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.



PRELIMINARY WATER & SEWER PLAN

SCALE: 1"=10'

REVISIONS

NO.	DATE	DESCRIPTION

ZEPHYR ENGINEERING

WILFORD ZEPHYR, P.E.
HOLLYWOOD, FL
(786) 302-7693
wzephyr@gmail.com
CA# 31158

ZE

ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

P.E.#: 76036

DATE: 3/23/21

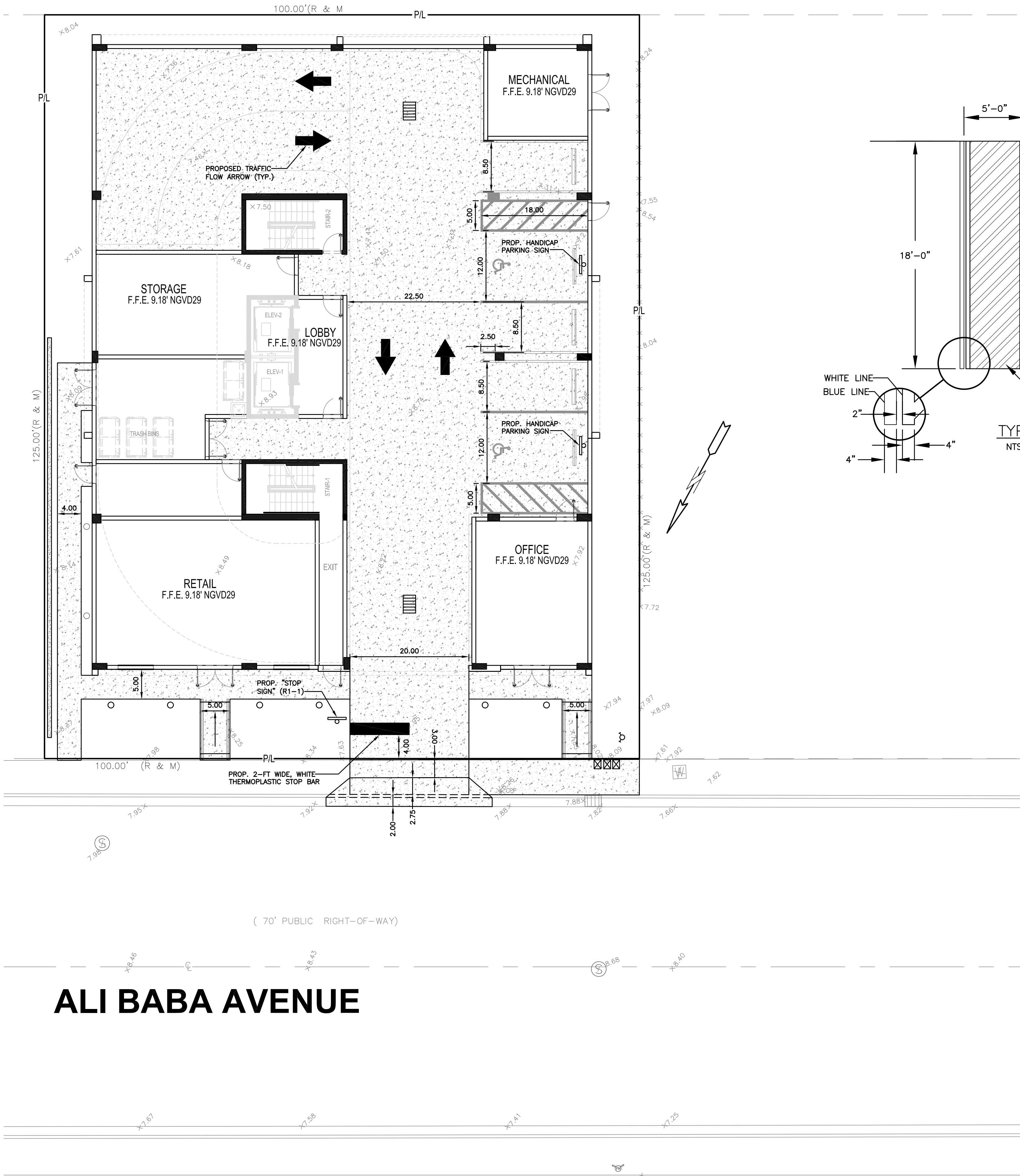
SCALE: 1"=10'

SHEET NO.:

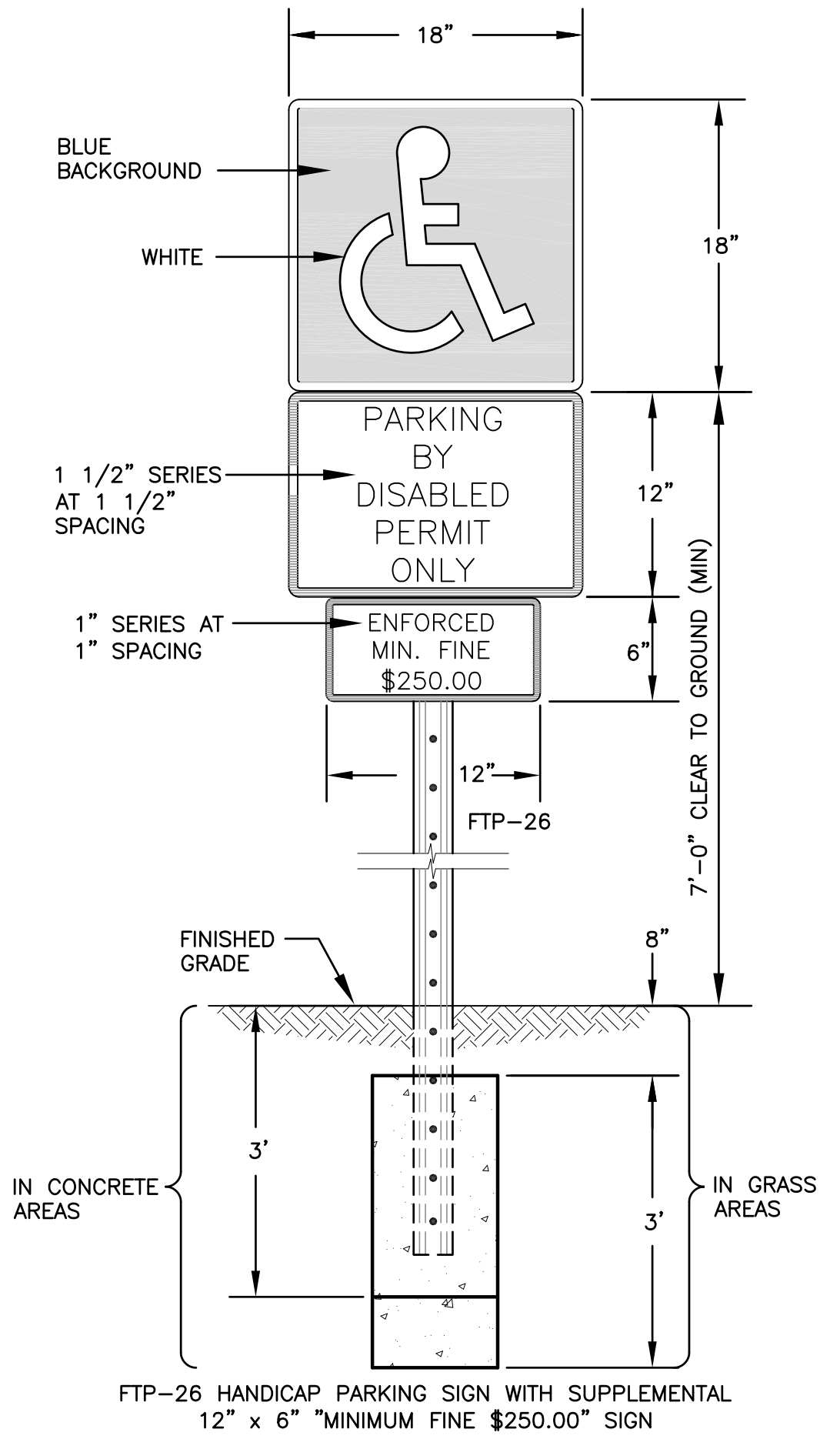
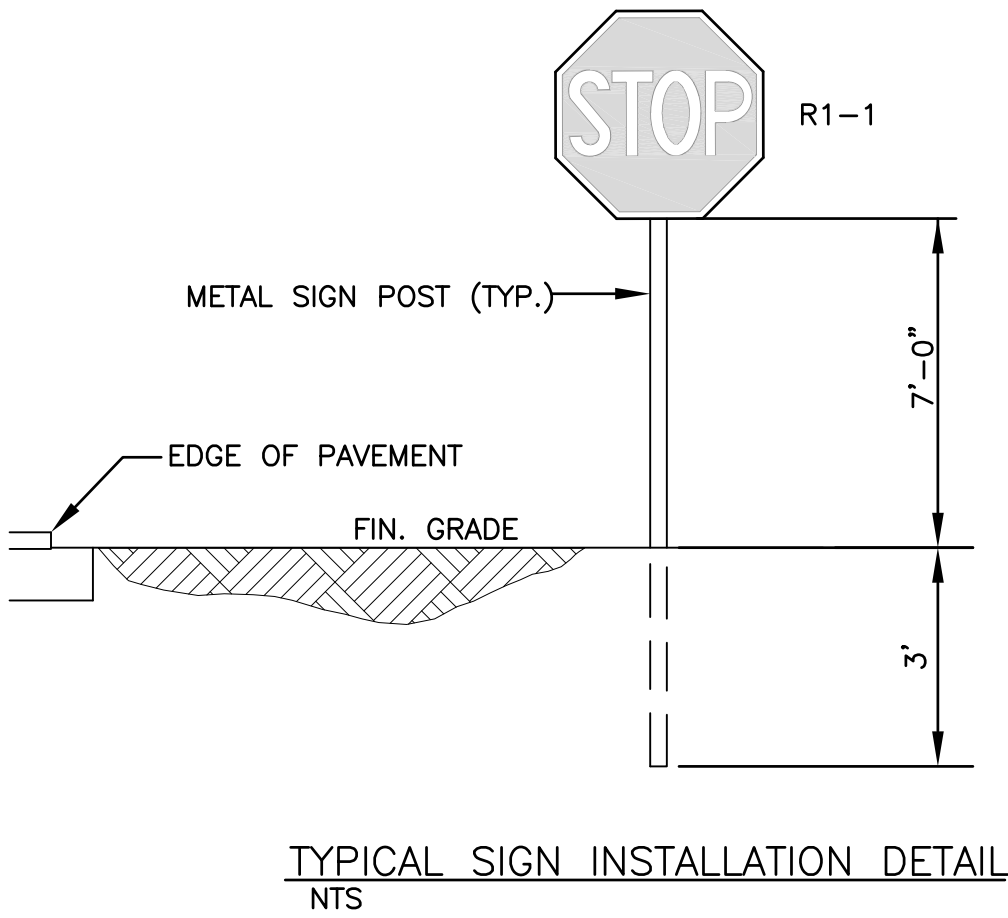
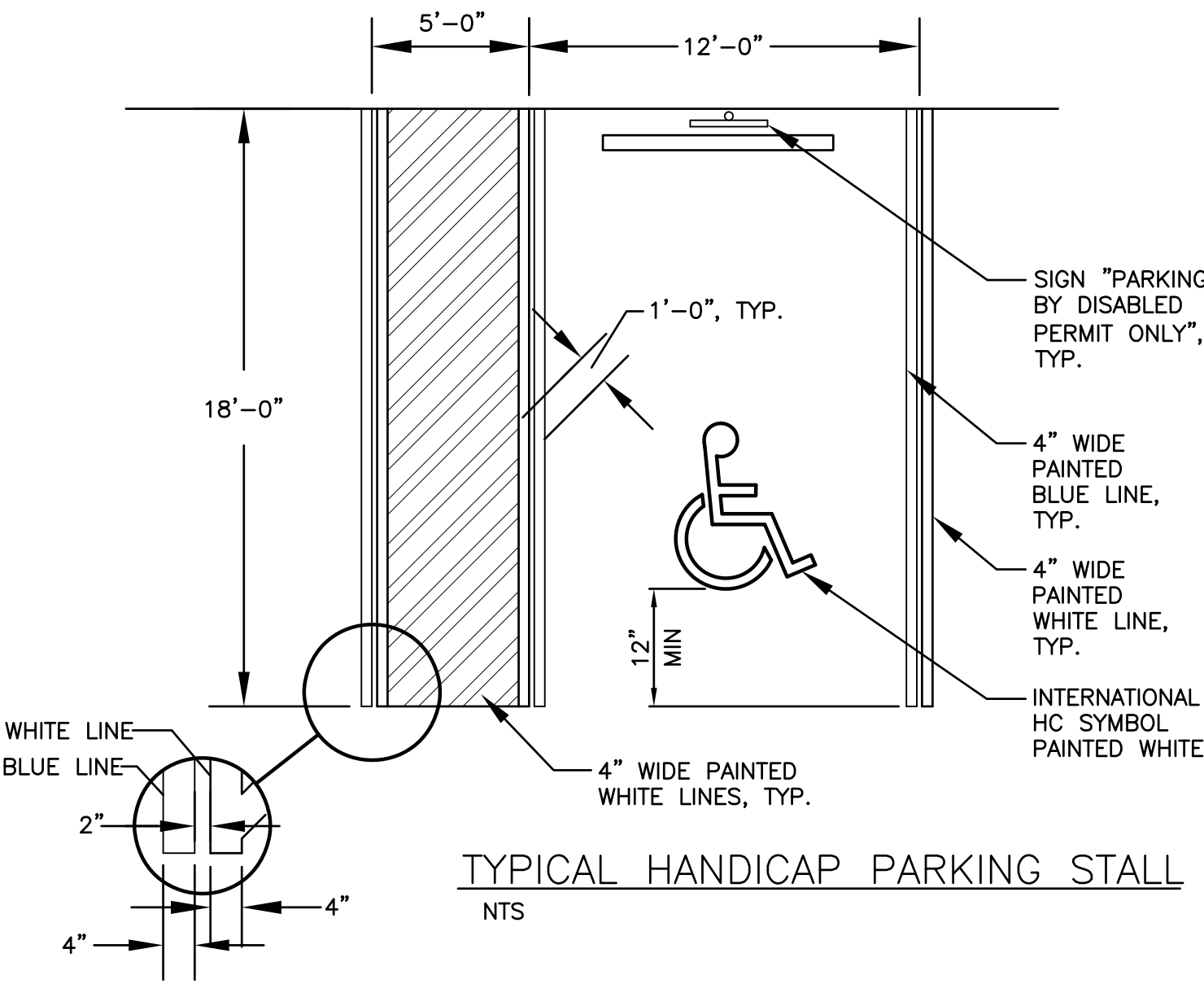
C4

4 OF 5

PROJECT NO.: 21-16



ALI BABA AVENUE

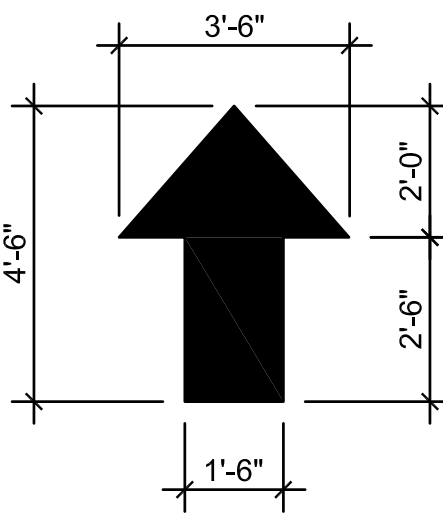


- NOTES:
1. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND.
 2. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
 3. LOCATE SIGN AT CENTERLINE AND HEAD OF EACH HANDICAP PARKING STALL, WHERE APPLICABLE.

HANDICAP PARKING SIGN DETAIL
NTS

TRAFFIC CONTROL ARROWS: DIRECTIONAL ARROWS PAINTED ON CONCRETE - SEE LOCATIONS THIS SHEET.

PAINT FOR ARROWS: PROVIDE A MINIMUM OF 2-COATS OF D.O.T. APPROVED PAINT - UTILIZE "YELLOW" COLORED PAINT ON CONCRETE.

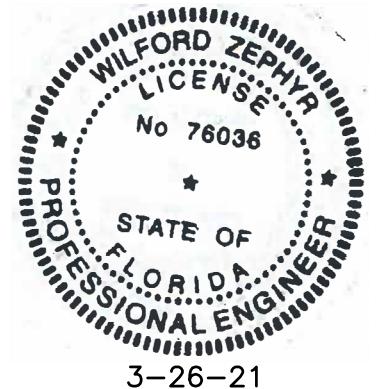


TRAFFIC CONTROL ARROWS DETAILS
NTS

- LEGEND
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONC. PAVEMENT
 - PROPOSED GRADE
 - EXISTING ELEVATION
 - PROPOSED WATER METER
 - PROPOSED BACKFLOW PREVENTER
 - PROPOSED DOUBLE DETECTOR CHECK VALVE
 - PROPOSED FIRE DEPT. CONNECTION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WILFORD ZEPHYR ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



PAVEMENT MARKINGS & SIGNAGE PLAN
SCALE: 1"=10'

REVISIONS	
NO.	DATE

ZEPHYR ENGINEERING
WILFORD ZEPHYR, P.E.
HOLLYWOOD, FL
(786) 302-7693
wzephyr@gmail.com
CA#: 31158

ZE

ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

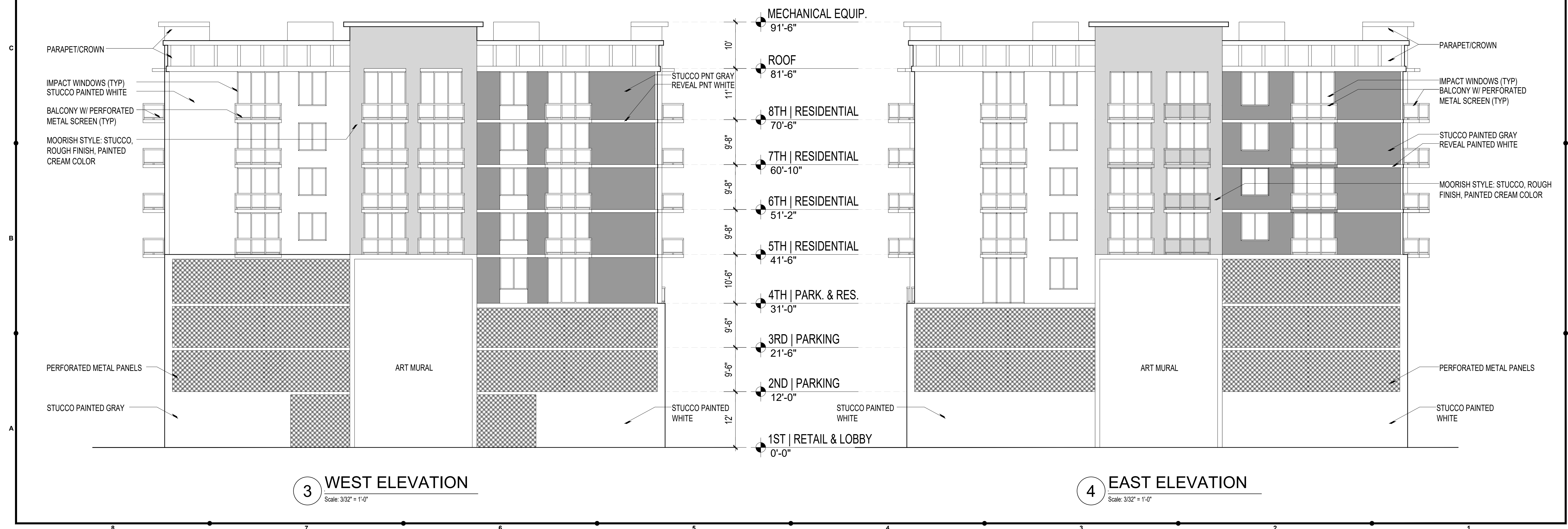
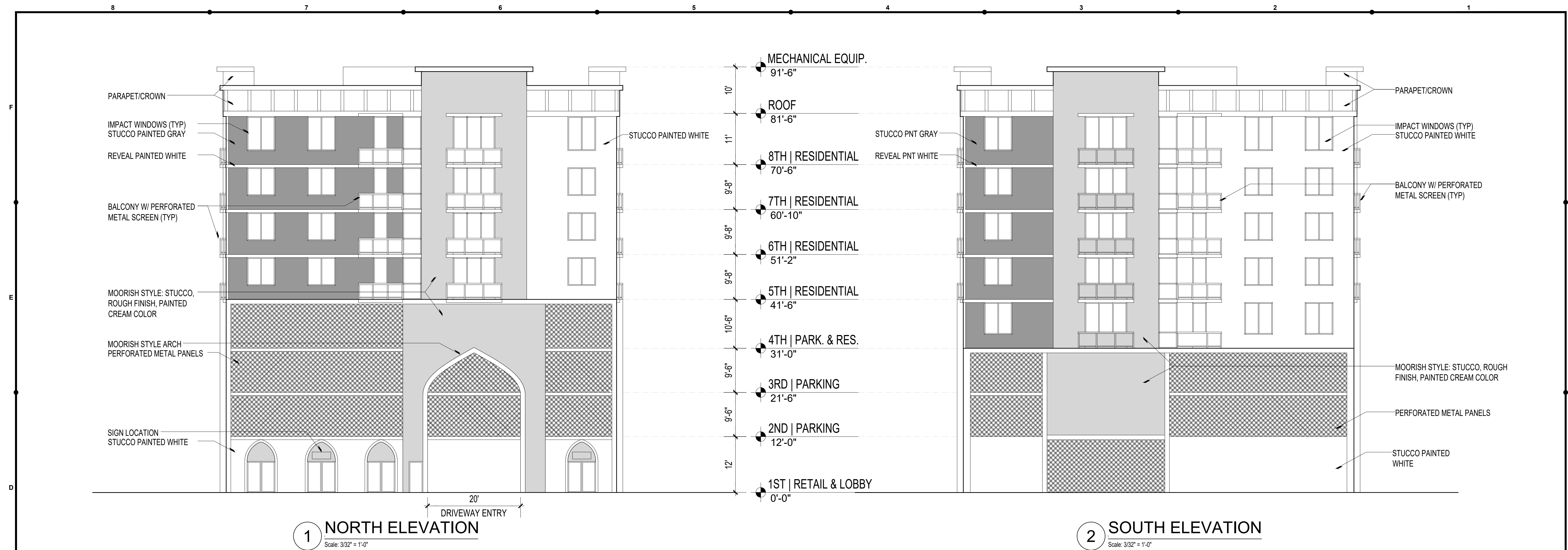
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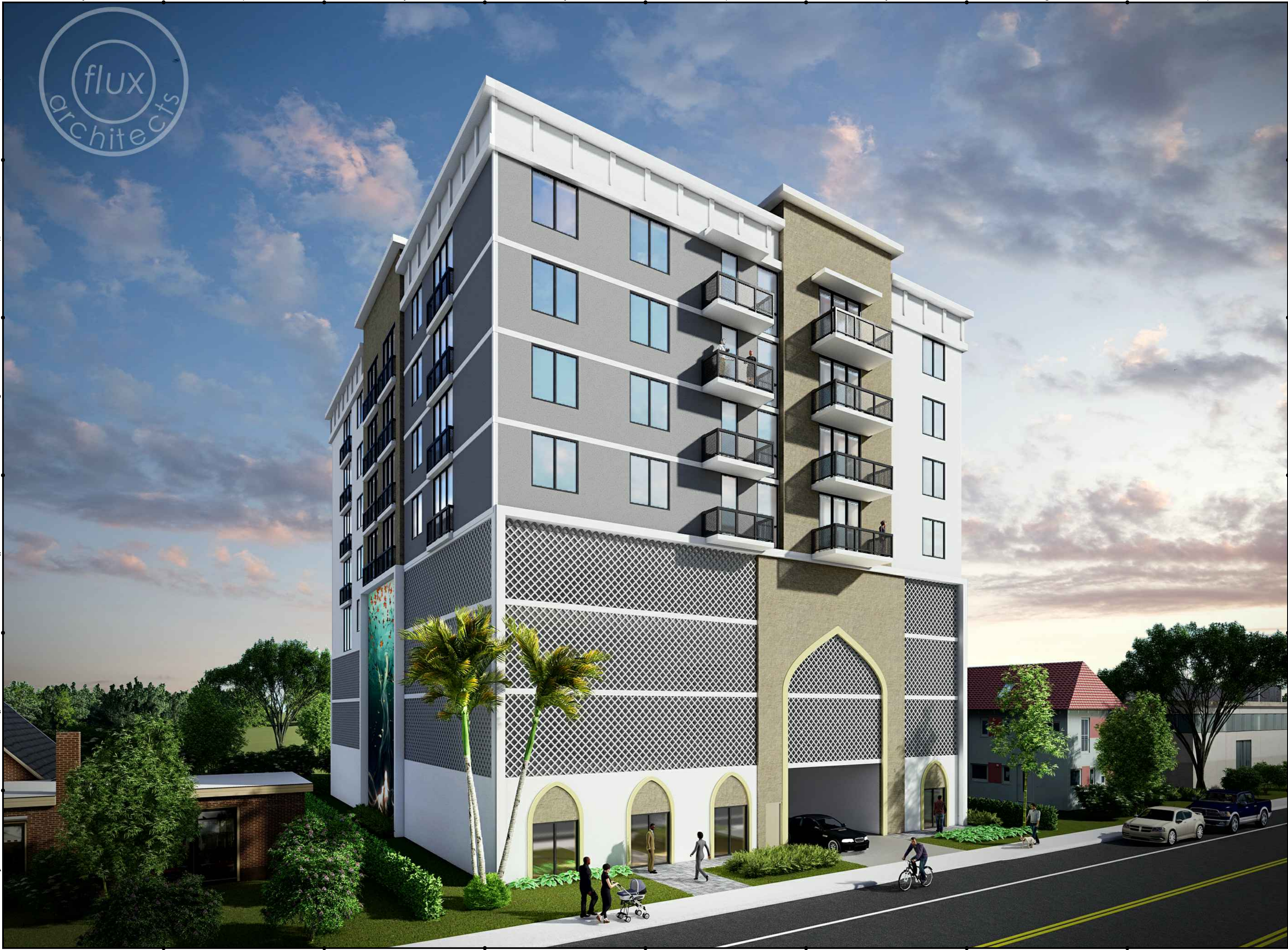
DATE: 3/23/21

SCALE: 1"=10'

SHEET NO.: C5
5 OF 5

PROJECT NO.: 21-16





Eddie Seymour - AR9906

Consultants
CIVIL ENGINEER:
ZEPHYR ENGINEERING
HOLLYWOOD, FL
P: 786-302-7693 E: wzephyreng@gmail.com

Project Client
FAY PLASNIE CORPORATION
610 NW 183RD ST. SUITE 207
MIAMI, FL 33169

Project
**ALI BABA
APARTMENTS**

Project Address:
2050 Ali Baba Ave.
Opa-Locka, FL 33054

Project Number:
20020

Sheet Name:
RENDERINGS

Sheet Origin Date:
11/20/2020

Sheet Issue Date:
04/14/2021

Revisions

[illegible]

Submittal Type:
SITE PLAN REVIEW 100%

Drawn by
ES

Checked By:
ES

Scale:
AS SHOWN

Sheet Number

A3D



Memorandum

TO: John E. Pate, City Manager

FROM: Gregory Gay, Director PCD
Corion DeLaine, CRA Planner
Gerald Lee, CRA Zoning Official 

DATE: July 14th, 2021

RE: Ali Baba Apartments Revision – City Commission Meeting 7/14/2021

Per comments and recommendation for approval from the PZAB, this project site plan was modified to address and meet the parking requirement. See the modification below.

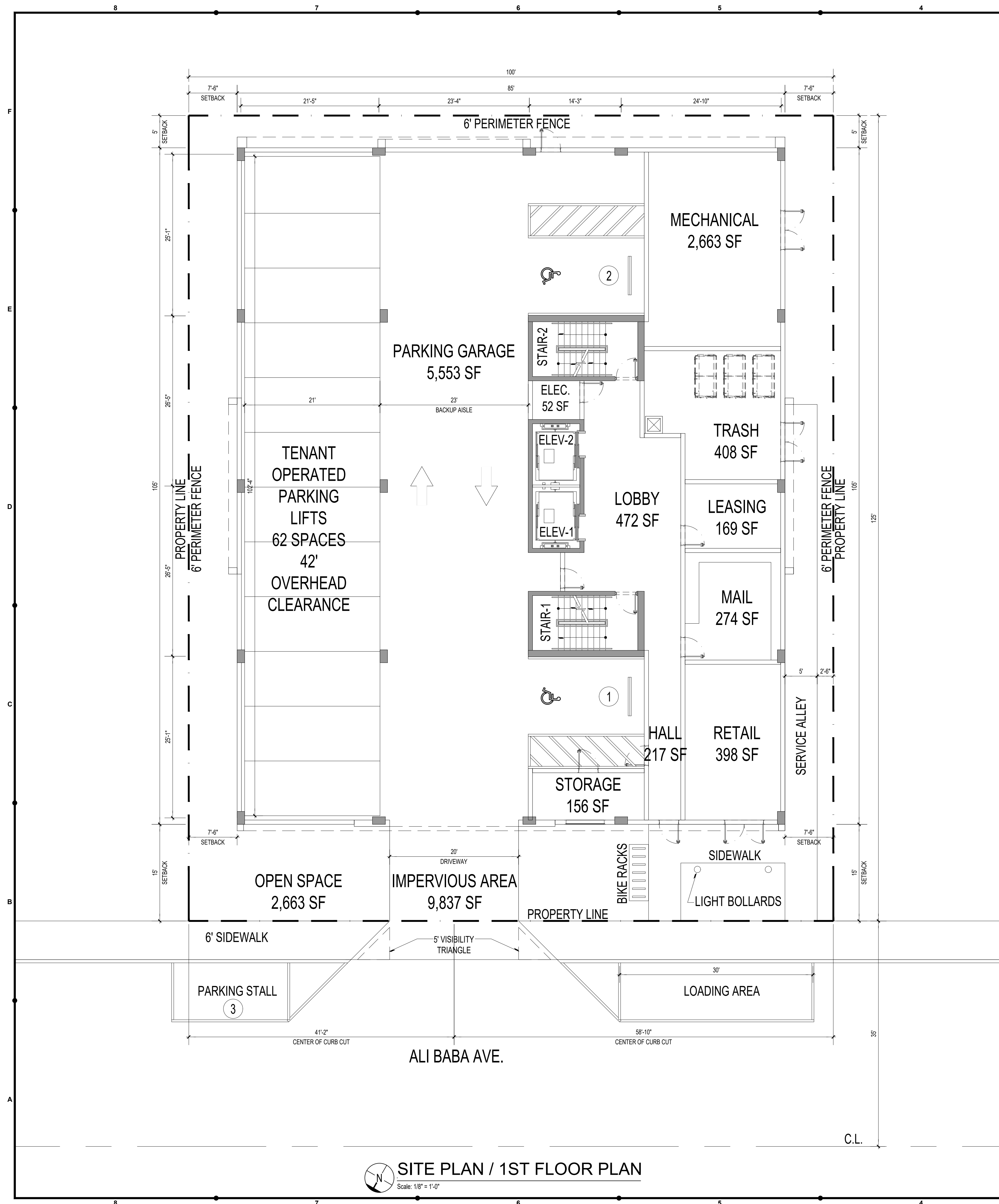
Background:

PCD Staff held correspondence with the Eddie Seymour of Flux Architects on Tuesday, June 29 in regards to the reorientation of parking on the site of the proposed Ali Baba Apartments project. Staff is happy to announce the following alterations:

- The developer has mirrored the building to avoid impacting an existing light pole on the public sidewalk that was in conflict with driveway.
- The developer has incorporated automated parking which can accommodate for 62 spaces.
- See attached floor plans showing unit layouts for level 2-4 and levels 5-8 (pg. 2, 3).
- Total unit count is now 43, unit count increases from 30 to 43 units with additional units on the 2-4 floor.

PCD Staff and Developer will be available to make a presentation at the next City Commission meeting if requested. If there are any further questions PCD staff will be able to provide clarification if needed.

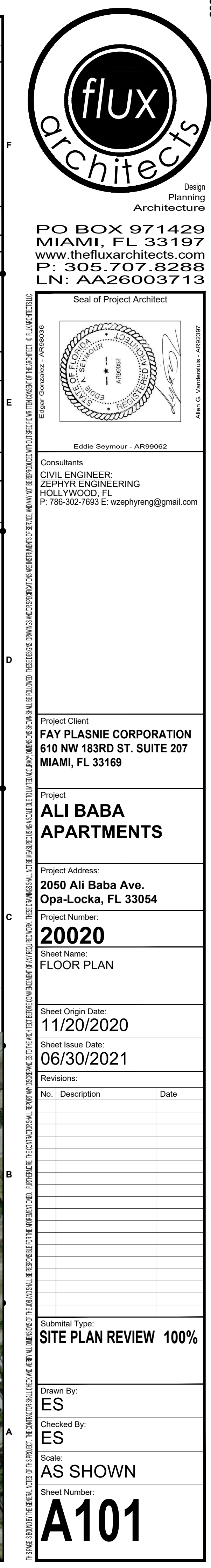
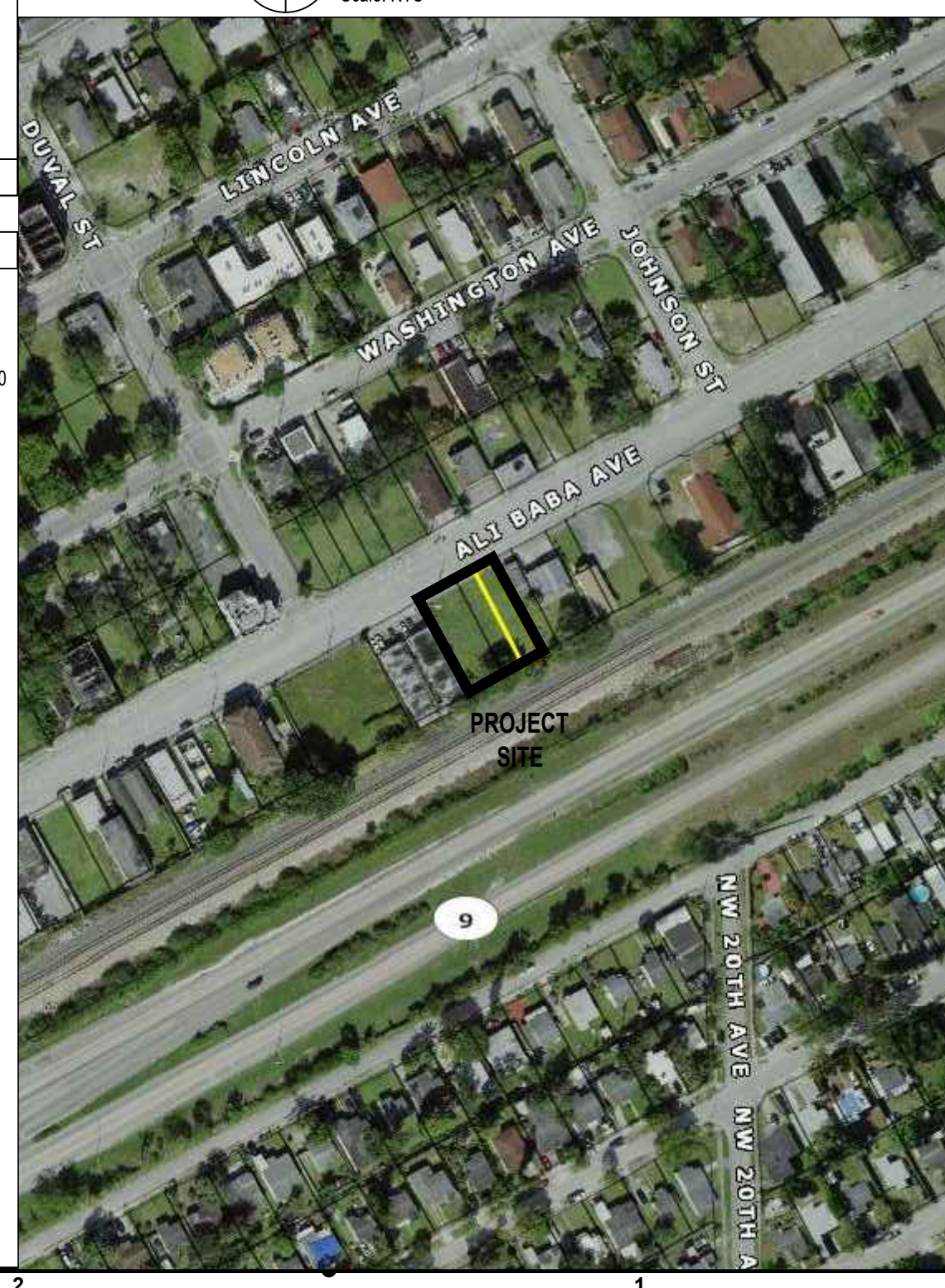
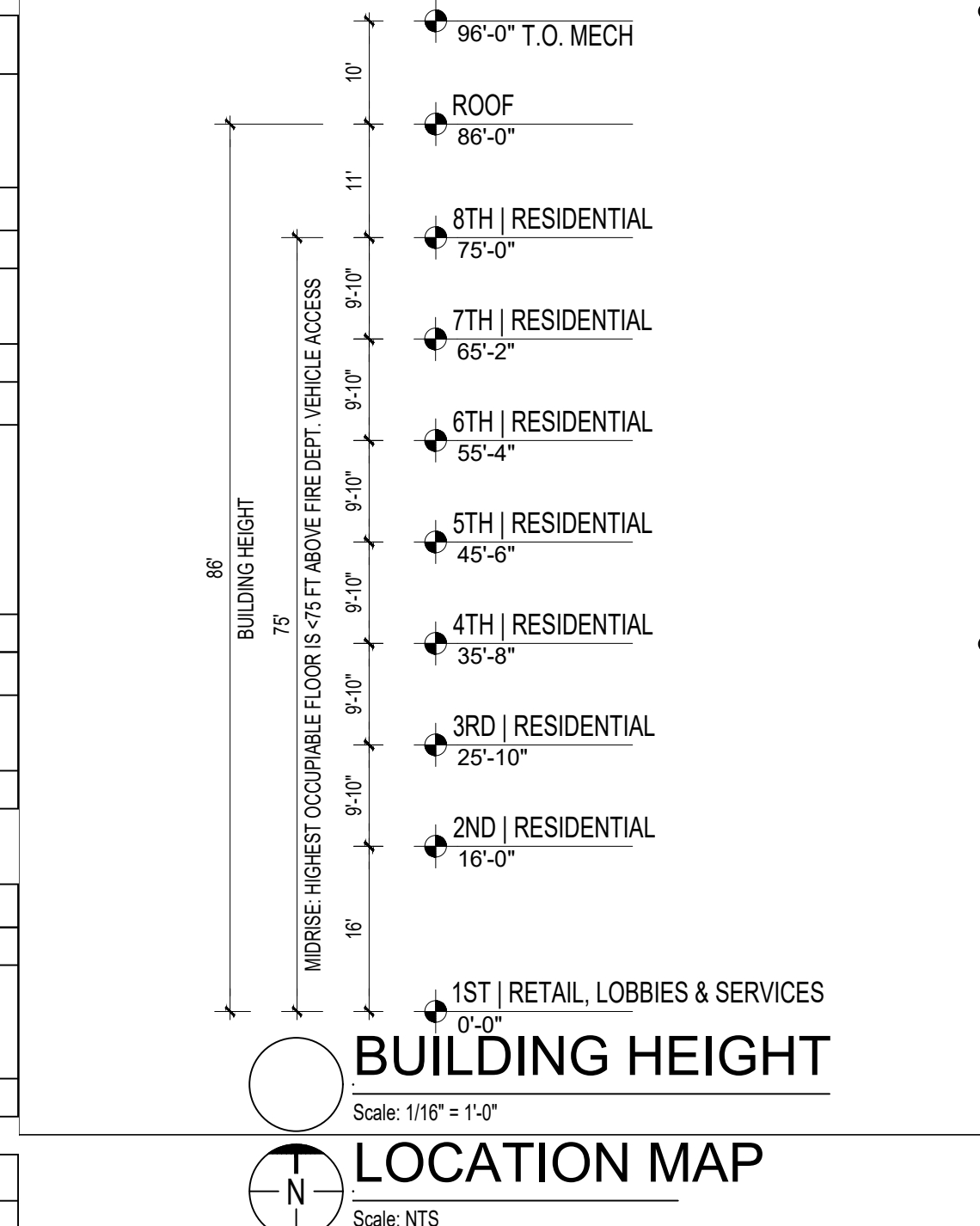
END OF MEMORANDUM



3 ZONING DATA		
Zoning: B-1 (Mixed Use Overlay District)		
Address: 2050 Ali Baba Ave, Opa-Locka, FL 33054 Flood Zone X		
Folio: LOT 1: 08-2122-003-2140 LOT 2: 08-2122-003-2150 LOT 3: 08-2122-003-2160		
BUILDING DISPOSITION		
LOT OCCUPATION	REQ./ALLOWED	PROPOSED
LOT AREA	N/A	12,500 SF (0.287 AC)
LOT WIDTH	N/A	100 FT
LOT LENGTH	N/A	125 FT
LOT COVERAGE/ FOOTPRINT	N/A	8,835 SF 70.7%
IMPERVIOUS AREA	N/A	9,837 SF 78.6%
OPEN SPACE	N/A	2,663 SF 21.4%
DENSITY*	110DU/AC	43DU
BUILDING SETBACKS		
PRINCIPAL FRONT	15 FT	15 FT
SIDE/ MAIN STREET	0 FT	N/A
SIDE/INTERIOR	0 FT	7.5 FT
REAR	0 FT	5 FT
BUILDING CONFIGURATION		
BUILDING HEIGHT	8 STORIES	8 STORIES 86' (96' Mech)
HIGHEST HABITABLE FLOOR ELEV.	N/A	75 FT (Midrise)
BUILDING SEPARATION	N/A	N/A
MAX BUILDING LENGTH	N/A	105 FT
PARKING		
RESIDENTIAL 2BR OR LESS	1.5 SPACES/1DU 21 x 1.5 = 31.5	64 SPACES (62 LIFTS + 2 ADA)
RESIDENTIAL 3BR OR MORE	2 SPACES/1DU 22 x 2 = 44	
COMMERCIAL	1 SPACE/500 SF 398 SF = 1	1 SPACES
TOTAL PARKING	76.5 SPACES	65 SPACES
BICYCLE		
RESIDENTIAL	1 SPACE/SDU 43DU = 8.6	9 SPACES
COMMERCIAL	1 SPACE/2,000 SF 398 SF = 1	1 SPACES
TOTAL BICYCLE PARKING	10 BIKE SPACES	10 SPACES

DRAWING INDEX	
ARCHITECTURE	
COVER A101	SITE PLAN / INDEX / ZONING DATA / PROJECT DATA/ LEGAL DESCRIPTION / PROJECT DESCRIPTION/ BUILDING HEIGHT
SURVEY C1 C2 C3 C4 C5	EROSION & SEDIMENT CONTROL PLAN PRELIMINARY PAVING, GRADING & DRAINAGE PLAN DETAILS PRELIMINARY WATER & SEWER PLAN PAVEMENT MARKINGS & SIGNAGE PLAN
A401	ELEVATIONS (FLAT 2D / BLACK & WHITE)
A402	ELEVATIONS (PERSPECTIVE / COLOR)
A-3D	3D RENDERINGS
PROJECT DATA	
FOLIO: 08-2122-003-2140 08-2122-003-2150 08-2122-003-2160	
LOT AREA NET LOT AREA	±12,500 SF (0.287 ACRES)
SITE DATA ZONING EXISTING USE PROPOSED USE	B-1 (MIXED USE OVERLAY DISTRICT) VACANT LAND MIXED-USE (MULTI-FAMILY & RETAIL)
BUILDING INFO & CLASSIFICATION	
EXISTING BUILDING TYPE PROPOSED BUILDING TYPE	VACANT LAND MIXED-USED MID-RISE - 8 STORIES (MULTI-FAMILY & RETAIL)
SITE / LEGAL DESCRIPTION	
AS UNDERSTOOD, THE PROJECT IS LOCATED AT 2090 ALI BABA AVE. OPA-LOCAL, FL 33054	
LEGAL DESCRIPTION: LOT 1: MAGNOLIA SUB PB 40-80 LOTS 31 & 32 BLK 12 LOT SIZE 50,000 X 125 OR 20180-3617 0102 1 LOT 2:MAGNOLIA SUB PB 40-80 LOT 33 BLK 12 LOT SIZE 25,000 X 125 OR 15162-2417 0891 4 C0C 25186-2899 12 2006 3 CASE 09-A00842 LOT 3: MAGNOLIA SUB PB 40-80 LOT 34 BLK 12 LOT SIZE 25,000 X 125 OR 15162-2417 0891 4 C0C 25186-3139 12 2006 3	
PROJECT DESCRIPTION	
THE PROPOSED 8 STORY MID-RISE (TOP HABITABLE FLOOR ~75' ABOVE GROUND LEVEL FIRE STAGING AREA) MIXED-USE PROJECT CONSIST OF MULTI-FAMILY RESIDENTIAL, RETAIL & PARKING COMPONENTS ALONG WITH THE NECESSARY MECHANICAL, SERVICE & STORAGE COMPONENTS FOR FUNCTIONALITY OF THE BUILDING.	

AREA BREAKDOWN	
SITE AREA	12,500 SF (0.287 ACRES)
BUILDING FOOTPRINT	8,940 SF
STORIES & HEIGHT	8 stories 186' (96' Mech.)
RESIDENTIAL UNIT MIX	
UNIT TYPE	QUANTITY
2BR 903 SF	21
3BR 1,226 SF	22
TOTAL	43
HABITABLE FLOOR AREA	
RESIDENTIAL	45,935 SF
HALLWAY CIRCULATION	4,298 SF
LOBBY	472 SF
COMMERCIAL RETAIL Ground Level	398 SF
FRONT OF HOUSE (Leasing, Mail, etc.)	443 SF
TOTAL HABITABLE FLOOR AREA	51,546 SF
OUTDOOR AMENITIES	
BALCONIES	880 SF
POOL DECK (deck, pool, planters)	0 SF
TOTAL OUTDOOR AMENITIES AREA	880 SF
**OPEN / PVIOUS AREA	2,663 SF
**Not included in Gross Floor Area tally	
PARKING	
TOTAL PARKING AREAS	5,553 SF
*AUTOMATED PARKING LIFTS	62 Stalls
ADA STALLS	2 Stalls
ON-STREET STALLS	1 Stalls
TOTAL PARKING STALLS	65 Stalls
*Tenant operated, 24/7 access, 2 modules for increased speed	
NON-HABITABLE FLOOR AREA	
ELEVATOR SHAFTS	179 SF
STAIRWELLS	2,928 SF
MECHANICAL & SERVICE	3,542 SF
STORAGE	156 SF
ROOF	8,940 SF
TOTAL NON-HABITABLE AREA	15,745 SF





Seal of Project Architect

Edgar Gonzalez - AR690036

State of Florida
Edgar A. Sefmour
— ★ —
ARCHITECT
REGISTERED

Allen G. Vanderluis - AR62397

Page 16, Equation 1: $\Delta \text{C}_{\text{org}} = \text{C}_{\text{org}} \times \left(\frac{\text{C}_{\text{org}}}{\text{C}_{\text{org}} + \text{C}_{\text{org}} + \text{C}_{\text{org}}} \right)$ (Equation 1)

Project	
ALI BABA APARTMENTS	

Project Number: 20020
Sheet Name: FLOOR PLAN

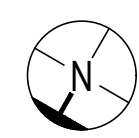
Sheet Issue Date:
06/30/2021

Submittal Type: **SITE PLAN REVIEW 100%**

Checked By:
ES

Sheet Number:
A105

A105



ROOF PLAN

Scale: 1/8" = 1'-0"

RESOLUTION NO. 21-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Applicant, Fay Plasnie Corp (“Applicant”) desires to develop a new residential mixed-use building in the Magnolia North section of City of Opa-Locka (“City”); and

WHEREAS, the Project will consists of the new construction of an eight-story mixed use building located at 2050 Ali Baba Ave, Opa-Locka, Florida; and

WHEREAS, the development will be comprised of 30 residential units, 962 square feet of retail space, 516 square feet leasing office and 32 parking spaces. The project intends to address the following elements both unique to the site and general to the City of Opa-Locka: Revitalization, Architecture, Public Art and Affordable, totaling 66,116 square feet, with a 0.8 surface parking ratio; no reduction in parking is being requested; and

WHEREAS, the building shall be an Affordable/Workforce Housing rental project which creates the opportunity for tenants to live, work and play within Opa-Locka’s downtown urban core area in a quality building; and

WHEREAS, Fay Plasnie Corp presented their formal application request and all evidence, documents, and marked exhibits were before the Planning & Zoning Board on June 11th 2021 and the Planning & Zoning Board recommended approval of the Development Agreement by a 4 to 1 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Development Agreement attached hereto as Exhibit “A”.

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

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approval/Denial.

Approval/Denial of Development Agreement. The City Commission of the City of Opa-Locka hereby approves a request for the Development Agreement, attached hereto as Exhibit "A", for the Construction and Operation of a Residential Mixed-Use Building located at 2050 Ali Baba Ave. identified by Folios 08-2122-003-2140, 08-2122-003-2150, and 08-2122-003-2160.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor

(Yes) _____ (No) _____

Commissioner Burke

(Yes) _____ (No) _____

Commissioner Davis

(Yes) _____ (No) _____

Vice-Mayor Williams

(Yes) _____ (No) _____

Mayor Pigatt

(Yes) _____ (No) _____



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Regular Commission Meeting on **Wednesday, June 23, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, ATTACHED HERETO, WITH TEEN UP-WARD BOUND, INCORPORATED TO OCCUPY SPACE AT 2105 ALI BABA AVENUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 9, 2021).

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, June 23, 2021.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

**Joanna Flores, CMC
City Clerk
City of Opa-locka**



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, JUNE 23RD, 2021 AT 6:00 P.M., THE CITY OF HIALEAH PLANNING AND ZONING BOARD WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBERS OF CITY HALL, 3RD FLOOR, 501 PALM AVENUE.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Rezoning properties 821 and 831 SE 8th Avenue from R-1 (One-Family District) to B-1 (Highly Restricted Retail District) and property located at 820 SE 8th Court from R-1 (One-Family District) to P (Parking). Variance permit to allow a mixed development with 100% of the units having an area of approximately 650 square feet, where only 10% of the units may have an area of less than 850 square feet; allow interior south side setback of 0 feet and 5 feet, and 5 feet rear setback, where 15 feet setback is required on property lines abutting low density residential; allow 40 parking spaces, where 70 are required and allow 15% pervious area, where 30% is required. Property located at 821 and 831 SE 8th Avenue and 820 SE 8th Court, Hialeah, zoned R-1 (One-Family District).

Conditional Use Permit (CUP) to allow a K-12th Charter School with a maximum capacity of 2,950 students. Property generally located at the southwest corner of East 32nd Street and East 4th Avenue, Hialeah, zoned C-1 (Restricted Retail Commercial District).

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; CREATING SECTION 98-350 UNITY OF TITLE; COVENANT IN LIEU THEREOF FOR HPD HIALEAH PARK DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY ADDING AN EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE HPD HIALEAH PARK DISTRICT, PROVIDED THAT ALL APPLICATIONS FOR BUILDING PERMITS WHERE MULTIPLE BUILDINGS ARE PROPOSED FOR A SINGLE SITE OR PARCEL BE ACCOMPANIED BY A UNITY OF TITLE OR DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING THAT SUCH EXCEPTION IS SUBJECT TO THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; SECTION 98-349 UNITY OF TITLE; COVENANT IN LIEU THEREOF, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY CLARIFYING THAT THE EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE BDH BUSINESS DEVELOPMENT DISTRICT, IS SUBJECT TO COMPLIANCE WITH THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF **TUESDAY, JULY 13TH, 2021.**

Written objections must be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay	Department Director Signature:		
Finance Director:		FD Signature:		
City Manager:	John E. Pate	CM Signature:		
Commission Meeting Date:	6-23-21	Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	
			1st Reading X	
		X	Public Hearing: (Enter X in box)	
			Yes X	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP	Advertising Requirement: (Enter X in box)	Yes X	No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: 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 ☐ Communcation ☐	
Sponsor Name	City Manager	Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests final site plan review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

BACKGROUND

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under- serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Proposed Action:

Staff recommend approval of this Development Agreement. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application pending the following other approvals :

- The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.
- The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
- The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.

- The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.
- All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
- All landscaping and parking areas must be provided and maintained as shown in the Site Plan;
- Adequate landscape buffer around parking area;
- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
- All trash & garbage containers shall comply with the City dumpster enclosure requirements;
- Address excess parking, evaluate amount of parking spaces required and how much on street parking is available to accomodate;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

DA Staff Report
 Development Agreement
 DA Resolution 5-11-21

PLANNING & ZONING ADVISORY BOARD

May 11th

2021



FAY PLASNIE CORPORATION: DEVELOPMENT AGREEMENT

APPLICANT'S REQUEST: A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED USE BUILDING LOCATED AT 2050 ALI BABA AVE. IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Report



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

MAGNOLIA SUB
PB 40-80
LOTS 23 THRU 27 BLK 12
LOT SIZE 125.000 X 125
OR 10640-1364 1179 5

- The subject property is currently own by Fay Plasnie Corproation according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Vacant lot and the current zoning on both parcels (Folio #08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160), is B-1.
- The site is located along Ali Baba Avenue. The site is only accessible via NW 22th Avenue at its north western edge providing for ingress and egress. Currently the site is zoned as B-1 also within the Corridor Mixed Use Overlay which allows for the operation of a Mixed Use Housing Facility. (*see Existing Condition Section*).



← **EAST** **Ali Baba Avenue** **WEST** →

Figure 1: Google Street View, dated:

II. Project Details

- Applicant's intent**

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests development agreement review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under- serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Fay Plasnie Corporation		
Folio Number (s)	Opa-locka: 08-2122-003-2140 08-2122-003-2150 08-2122-003-2160		
Address Location	(approx.) 2050 Ali Baba Ave, Opa-Locka, FL		
Building (s) Footprint	Gross Area – 8,835 SF		
Floor Area	Total 37,582 SF		
Zoning	B-1 – Commercial Neighborhood		
Zoning Code Consistency	The proposed use for a Residential Mixed Use Building is consistent with the B-1 Zoning Code.		
Existing Land Use	B-1 / Corridor Mixed Use Overlay		
Future Land Use Designation	B-1 / Corridor Mixed Use Overlay		
Comprehensive Plan Consistency	- The proposed use for Residential Mixed Use Building is consistent with the Comprehensive Plan with the requested property being B-1.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec. 22-55; Article IV Sec. 22-80, 22-82; Article V Sec. 22-89; Article VI Sec. 22-155, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	15 Feet	15 Feet	YES

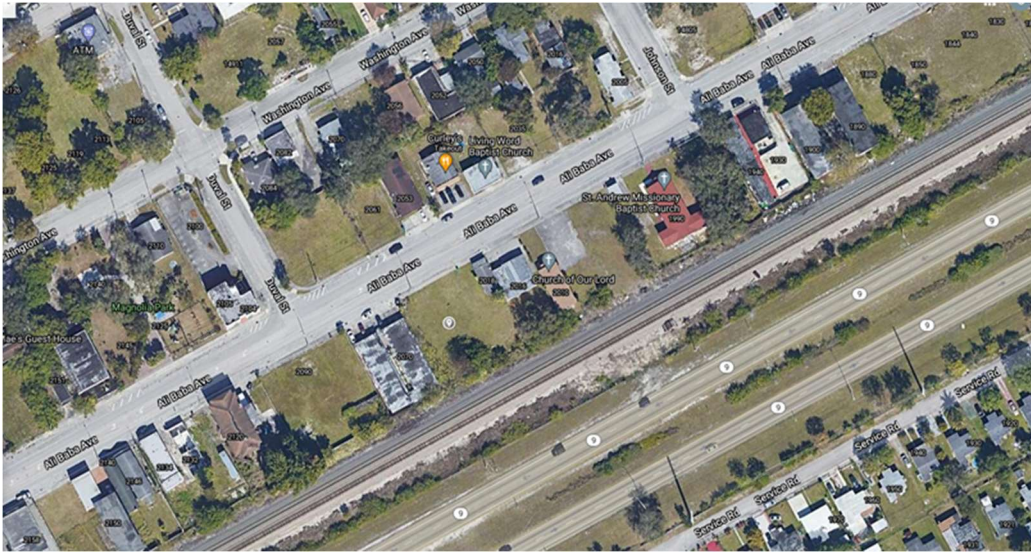
Side/Main Street	0 Feet	N/A	YES
Side/Interior	0 Feet	8'	YES
Rear	0 Feet	5'	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	70% - 8,835 sf	YES
Density	110DU/AC	30DU (105DU/AC)	N/A
Lot Size	5,000 SF (0.22 Acres)	12,500 SF (0.287 Acres)	YES
Lot Width	N/A	100 FT	N/A
Building Height	B-1 - 3 stories or 45 feet, whichever is less CMU Overlay - Mixed-use buildings in the MXUOD may be built to a maximum height of six (6) stories, except to allow for architectural features, parapet, elevator overrides, machine room, etc. with the approval of FAA. All other buildings shall be limited to a maximum of four (4) stories in height, except to allow for architectural features.	Apartment Building: 8 Stories 89' height	NO
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	N/A	Total: 25,376 SF	YES
Parking Details	Apartment buildings: pursuant to the Land development Regulation Ordinance 86-8: Article IV, section 22-155. 1.5 Parking per 2BR unit 2 Parking Spaces per 3BR 1 Parking space per 500SF Total 54 spaces	Number of Units: 30 Units Total Space Provided: 32 Total Spaces	NO
Landscape/ Pervious Lot Coverage	5% minimum required pervious	2,653 SF or 21.2% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Monday, April 12th, 2021. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, May 11th, 2020. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

III. Overall Analysis

Existing Conditions:

The proposed facility requests final site plan review in order to construct and operate a Residential Mixed Use Building at the subject property.

- The Subject Property is generally surrounded by commercial properties to the east and west.
- The Subject Property is currently vacant lots.
- The property is within both the CRA Boundaries and the Corridor Mixed Use overlay.



Enlarged Aerial View of Subject Property

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
South	ROW	Rail (FDOT)	ROW
East	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
West	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- **Findings:**

- The proposed development use 'Residential Mixed Use Building' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at .070ac. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be of a decorative masonry block to prevent the view of any back of house operations. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- **Findings:**

- The Applicant is required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code B-1 District (Section 22-89).

- **Future Land Use:** Commercial/Corridor Mixed Use Overlay

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Commercial land use designation category location.

COMPLIES

- **B-2 (Commercial Neighborhood) Permitted Uses:** Project Specific: *Residential Mixed Use Building*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code B-1 (Commercial Neighborhood) as well as the Corridor Mixed Use overlay allows for Residential Mixed Use Building.
- The uses allow per B-1 are as follows: Artist Studio, Appliance electronic and furniture sales service and repair, Café [takeout only], Consignment shop, Fine Arts Studio/Gallery, Medical, Offices/Workspace, Public Facilities, Retail/Commercial sales and service, Self-service Laundry Mat/Dry Cleaners [PU-DO Only].

COMPLIES

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community Development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.

- **Findings:** The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

IV. **Project Need Assessment / other Required Approvals**

1. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.
2. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.

V. **Development Review Committee (DRC): Meeting Review Comments**

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A
3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**
 - Development Agreement under review
8. **Public works:**
 - N/A
9. **Inter-jurisdictional Review:**

- N/A

VI. Staff Recommendation:

- Staff recommend approval of this Development Agreement pending the following other approvals:
 - A Development Agreement must be submitted along with this Residential Mixed Use Building Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
 - All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
 - All landscaping and parking areas must be provided and maintained as shown in the Residential Mixed Use Building Site Plan;
 - Trees to be planted 25' avg. oc.;
 - Adequate landscape buffer around parking area;
 - If the parking spaces on level two thru four are reduced in size to compact spaces, 5 more parking spaces may be created;
 - Compliance with resolution 5058, fare share agreement;
 - Extend employment opportunity to City residents through the City's Human Resource dept. and the Opa-locka workforce;
 - Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this Residential Mixed Use Building site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
 - All trash & garbage containers shall comply with the City dumpster enclosure requirements;
 - The Development Agreement (D.A.) shall specifically address the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commissioner for this proposed Senior Apartment site plan;
 - Address all Miami-Dade County's input/recommendations as appropriate

VII. Attachments:

- Letter of Intent
- Site Plan
- Development Agreement

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on May 11th 2020. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No.

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Residential Mixed Use Building
FOR: DEVELOPMENT AGREEMENT REVIEW REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:

To construct a 8 story residential mixed-use project.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 5-11-2021
 - 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 8 story residential mixed-use project.

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

Sean Atkins, Owner
Fay Plasnie Corp. as Trustee
610 NW 183rd Street
Suite 207
Miami, Florida 33169

Ronnie Bronstein, Attorney
Mansfield, Bronstein & Stone, LLP
Broward Financial Center
500 East Broward Blvd., Suite 1450
Fort Lauderdale, FL 33394

This Instrument Prepared by:

Law Offices of Burnadette Norris-Weeks, P.A.

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

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA; AND
PROJECT NAME AND PROJECT OWNER**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2021 ("Execution Date") by and between Developer, ("**Sean Atkins, Fay Plasnie Corp. as Trustee**") with the address of 610 NW 183rd Street, Miami, Florida 33169 and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa-Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately .2869 acres (12,500 sqft.) of land located at approximate address: 2050 Ali Baba Avenue, Opa Locka 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. (08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160) (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City's Commission adopted Resolution Number _____ approving a Master Site Plan lot the Proposed Development type which includes an approximately _____ square foot office building, as well as approximately _____ surface parking spaces; and

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

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

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

WHEREAS, the City Commission pursuant to Resolution No. _____, adopted on _____, 20____, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and listed below, and the Owner have authorized the Owner/Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner and City agrees to as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed apart hereof.
2. **Consideration.** The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. **Definitions.**
 - (a) "Additional Term" means anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.
 - (d) "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
 - (e) "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, *Ali Baba Apartments-I*, with the address of *2050 Ali Baba Avenue, Opa Locka, Florida 33054* and/or any of its respective successors, assigns, or heirs thereof.
 - (f) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.
 - (g) "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
 - (h) "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

- (i) "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein.
- (j) "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- (k) "Existing Zoning" means (a) all entitlements associated with the City's approval of the *Ali Baba Apartments-1* Site Plan, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-Locka, including the City of Opa-Locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.
- (l) "Final Site Plan" means the "*Ali Baba Apartments-1* " Site Plan approved by the City Commission via Resolution No. _____ for *(Multifamily Mix Use 8-Story Building with 4 levels of parking and 4 levels with 30 Residential units.)*
- (m) "Governing Body" means the City of Opa-Locka's City Commission.
- (n) "Initial Term" is thirty (30) years commencing on the Effective Date.
- (o) "Land" means the earth, water, and air, above, below, or on the surface and Includes any improvements or structures customarily regarded as land, except as provided herein.
- (p) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.
- (q) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance Number 15-31.
- (r) "Parties" means the City and the Owner.
- (s) "Project" is the *Ali Baba Apartments-1* at address of development facility as described in the plans prepared by ARCHITECT or ENGINEERING Firm and dated *April 14, 2021*, which proposes the development of an approximately *81,551* square foot building and *32* parking spaces with related employee and guest parking.
- (t) "Property" means the approximately *.2869* acres of land located on *Ali Baba Avenue* , within the municipal boundaries of the *City of Opa Locka* and identified by Miami-Dade County Tax Folio Nos. *(08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160)* the legal description of which is attached hereto and made a part hereof as Exhibit "A."
- (u) "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

- (v) "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Numbers __-__ and __-__ approving the Project Name at Project address Site Plan and the Project Name Development Agreement Project.
4. **Intent.** It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-Locka's Land Development Regulation Code, the Ordinance, and the Resolution.
5. **Effective Date.** Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, P.S., the City and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.
6. **Term of Agreement and Binding Effect.** This Agreement shall run with the land, remain in full force and effect, and be binding on all Parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.
7. **Termination.** No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.
8. **Expiration / Termination / Default.** Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Zoning Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, equitable estoppel or otherwise.
9. **Development Conditions.** In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:
- (a) All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project, and shall be served by water and sanitary sewer main extensions as required by the City in accordance with Miami-Dade County permitting requirements.

- (b) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- (c) All signage shall comply with all city sign code ordinance requirements.
- (d) Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project Name Site Plan. Such items include, but are not specifically limited to:
 - Design of all physical structures, water bodies, private and public improvements and
 - The color and dimensional characteristics of all building materials.
 - All landscaping, bay loading and parking spaces must be provided and maintained as shown on the site plan.
- (e) Owner guarantees to preserve and maintain all buildings and structures consistent with the Project Name Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns the land or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this agreement until Current Month, 2049.
- (f) Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution. *[NOTE: City to provide Owner with form of annual reports and any additional documentation that will be required.]*
- (g) The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project Name Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- (h) Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- (i) Owner agrees to employ Opa-locka residents through the assistance of the Career Source South Florida Office (or other similar organization as determined by City) and shall also encourage all contractors and all of their subcontractors to employ Opa-Locka residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-Locka and in accordance with the Memorandum of Understanding between the City of Opa-Locka and Career Source. *[NOTE: City to provide Owner with a copy of the referenced Memorandum of Understanding and any additional documentation regarding this requirement.]*
- (j) Owner agrees:

- (1) To host job fairs before and during the construction phase of this development for construction jobs;
 - (2) To encourage any tenants of the Project to host job fairs after construction for building (business) operation jobs;
 - (k) All trash and garbage containers shall comply with all city dumpster enclosure requirements.
 - (l) The following timelines shall be complied with by Owner, Project Name. Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
 - Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
 - Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause
10. **Development Permits.** In accordance with Section 163.3227(I), F.S., the City needs to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:
- (a) Site plan approvals;
 - (b) Modifications to existing approvals and permits, including the Project Name Site Plan;
 - (c) Water, sewer, paving and drainage permits;
 - (d) Building permits;
 - (e) Sign permits;
 - (f) Certificates of use and occupancy; and
 - (g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
 - (h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this property or any other property owned by Project Name.
 - (i) All currently non-compliant physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. **Public Services and Facilities; Concurrency.** In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami—Dade County, the City, and/or as contemplated in Project Name Site Plan. The Property and the Project will also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.
12. **Consistency with Comprehensive Plan.** In accordance with Section 163.3227(g), F.S., the City hereby finds and declares that the Owner's development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.
13. **Reservation of Development Rights.** Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the Entire Term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation alter the Effective Date and during the Entire Term of this Agreement, except to the extent that the Owners consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this agreement being terminated or having expired
14. **Zoning and Other Approvals.** The Parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.
15. **Necessity of Complying, with Local Regulations Relative to Development Permits.** In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence Development. The Owner and the City agree that the failure of this Agreement to address a particular

permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve the Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

16. **Good Faith: Further Assurances.** The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi—judicial capacity.
17. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at:

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

With a copy to:

Law Offices of Burnadette Norris-Weeks, P.A.
City Attorney
City of Opa Locka
780 Fisherman Street
Opa-Locka, Florida 33054
And
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Owner at:

Ali Baba Apartments-1,
Sean Atkins, Fay Plasnie Corp. as Trustee
610 NW 183rd Street, Suite 207
Miami, Florida 33169

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

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

18. **Severability.** In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
19. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.
20. **Indemnification.** The Owner shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising under this Agreement instituted by third parties to the extent arising as a result of the activities of Owner at the Property or in connection with the construction of the Project.
21. **Periodic Review of Agreement.** Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City.

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

CITY

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____

By: _____
City Manager

Dated: _____ day of _____, 2021

Approved for form and legal sufficiency:

City Attorney: _____

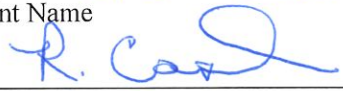
WITNESS:

Gregory Bryant
Print Name


Signature

Gregory Bryant
Print Name

Richard Cade
Print Name


Signature

Richard Cade
Print Name

OWNER

Ali Baba Apartments-1,

Sean Atkins, Fay Plasnie Corp. as Trustee

By: 

Name: Sean Atkins

Title: President - Fay Plasnie Corp

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE SPECIAL EXCEPTION SITE PLAN 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Code of Ordinances of the City of Opa-Locka and the City of Opa-Locka's Land Development Regulations, Ordinance 15-31, the City Commission has the power to approve, approve with conditions or deny any site plan review request; and

WHEREAS, AMDI USA, Inc. ("Applicant") desires to continue the operation of their concrete batching plant on this eight parcel development site ("Property"), in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Property consists of two (2) gross acres. Access to the Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. The western portion of NW 131st Street will be vacated and therefore not available for vehicular traffic. The existing buildings and operation of the Property will remain and continue (in an improved state) in the same previous manner; and

WHEREAS, in accordance with Section 22-60 of the City's Land Development Regulations, Ordinance 15-31, the use of the Property to produce cement and clay products requires the approval of a special exception application; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the City's Land Development Regulations (as well as the Miami-Dade County Code of Ordinances) and to illustrate all non-conforming aspects of this operation. The Applicant will take steps to mitigate or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, the Applicant seeks to obtain Final Site Plan Review approval in the accordance with the requirements of the City of Opa-Locka for the operation of a concrete batching plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 in the I-2 Zoning District; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the Special Exception Site Plan request by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Final Site Plan Review attached hereto as Exhibit "A" to this Resolution.

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL

Approval of Site Plan. The City Commission of the City of Opa-Locka hereby approves a request for Final Site Plan Review for operation of a Concrete Batching Plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	May 12, 2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
ILA Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	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, APPROVING THE A SPECIAL EXCEPTION SITE PLAN REVIEW 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request. This Special Exception Final Site Plan Review request and plan was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates

1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings)*.
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4752 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings, LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

APPLICANT'S NAME: AMD I USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

- ☐ Tentative Plat
- ☐ Final Plat
- ☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
- ☐ Rezoning
- ☐ Drainage Plan
- ☐ Fill Permit Request
- ☐ Preliminary Site Plan Review
- ☐ Final Site Plan Review
- ☐ Conditional Use Permit - No Plans
- ☐ Conditional Use Permit - With Plans
- ☐ Special Exception - No Plans
- ☒ Special Exception - With Plans
- ☐ Development Agreement
- ☐ Restrictive Covenant
- ☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Ornelas, 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]
13050 NW 30th Ave.

Date _____

Sworn to and subscribed before me:

This 5 day of August 2020

[Signature]
Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:

see attached letter dated 4/16/2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun, Esq. 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 5 day of August 2020

Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

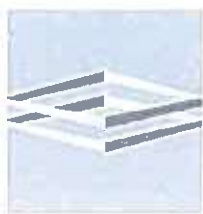
1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional

7522 wiles rd., ste 203-B, coral springs, fl. 33067
phone: 954-752-8860 fax: 954-752-8869 EB#26034





**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay

Bonnie Miskel

Scott Backman

Hope Calhoun

Dwayne Dickerson

Ele Zachariades

Matthew H. Scott

Christina Bilenki

Heather Jo Allen

Lauren G. Odom

Zach Davis-Walker

Project Narrative and Special Exception Narrative

AMDI USA, INC., (“Developer”) intends to continue the operation of an existing concrete batching plant and finished concrete production company (“Project”) on property located at 13050 NW 30th Avenue, including unimproved rights of way for portions of NW 130th Street and NW 30th Court (“Property”) . All parcels are further identified on the attached and are in the City of Opa Locka (“City”). The Property is zoned I-2 (industrial planned district) and consists of 2 gross acres. Access to Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. A western portion of NW 131st Street will be vacated, and therefore not available for vehicular traffic. The existing buildings, and operation of the Property will continue (in an improved state) as they have for the last _____ years.

In accordance with the I-2 zoning regulations, the use of the Property to produce cement and clay products require the approval of this special exception application. To that end, the balance of this narrative will address compliance with the special exception criteria outlined in Section 22-60 of the City’s Zoning Code (“Code”).

1. Compliance with the City’s Comprehensive Plan.

The City’s Comprehensive Plan Policy LU-1.7 provides that: *“The City’s Land Development Regulations shall conform to, and implement, the use, density and intensity standards prescribed for the land use districts provided on the Future Land Use Map”* Accordingly, the Project is located on property with an I-2 zoning designation, which is consistent with the underlying Industrial land use designation of the Property. Furthermore, the proposed uses are permitted in the zoning district. Additionally, the use is already existing, therefore approving this request will further the goal of conforming the use on the Property with the zoning regulations.

2. Consistent with the “character and purpose” of the zoning district.

The stated purpose of the I-2 zoning district is: “[to provide] *for light industrial uses in a well-planned area.*” As such, the request to obtain valid zoning approval for an existing use on the Property. Clearly, the use is in a well-planned area as the existence of same has not caused complaints from surrounding property owners to date.

3. The size, shape and character of the property are suited for the proposed use.

In accordance with the City’s Code, the minimum size for a use such as the Project is 2 acres. The Property consists of 2 acres; therefore, the size of the property is suited for the purpose. With regard to the shape and character of the Property, the location of the Property is consistent with the use, in that it is in a section of the City which is industrialized.

4. Compatibility with the existing uses near the property.

The Property is surrounded by industrial uses, therefore the use of same for an existing concrete batching plant and finished concrete production company is compatible with the area. Approval of the requests submitted in connection with the Property will allow for the valid, use of the Property in compliance with existing City Code.

5. Will not adversely affect the development of the general neighborhood or district.

The general character of the neighborhood is industrial. The proposed use will not have an adverse effect on the 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.

The Property has sufficient circulation, ingress, and egress to service the Project. Further, parking provided on the Property is consistent with what is required by the City Code. The use therefore will not create any unfavorable traffic, or parking demands.

7. Potential for fire and/or other equally or greater dangerous hazards.

The Project will follow all required life/safety precautions and regulations with regard to its operation.

8. Create an unfavorable environment impacts on surrounding uses (e.g. noise, glare, smoke, dust, odor, fumes, water pollution, or general nuisance).

The Project will not create unfavorable environmental impacts on the surrounding uses. In fact, it appears that the use is consistent with the establish development pattern in the area.

9. Consistent with existing and planned pedestrian and vehicular circulation adjacent to and near the property.

The proposed Project is consistent with the existing vehicular circulation pattern of the area near the Property.

10. Site is adequately served by essential public services and facilities not requiring additional public expense in infrastructure improvements.

The proposed Project will be adequately served by the necessary public services and facilities.

11. Will not adversely affect any site or feature of historical, cultural, natural or scenic importance.

The Project will not adversely affect any site or feature of historical, cultural, natural or scenic importance, as there are none in proximity to the Property that the Developer is aware of.

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.

The approval of the site plan and associated special exception application will not be contrary to the public health, safety, or welfare of the City.

As a result of the forgoing, the Developer respectfully requests the granting of the requested special exception and the related site plan.

Thank you.

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE: Prayer was led by Board Member Tydus and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. APPLICANT NAME: ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels (verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”. Board member Mangham second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	N/A (Audio Issues)

6. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-1.

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

***No questions but there was one Public Comment.**

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

2020



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 1 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 2 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 3 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 4 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 5 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 8 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28-29 52 41 2.37 AC M/L NILE GARDENS SEC 2 PB 31-42 W1/2 LOT 21 LOT SIZE 103366 SQ FT OR 13931-106 1188 2

NILES GDNS SEC 2 PB 31-42 N70FT OF S95FT OF E107.675 OF LOT 20 LOT SIZE 7537 SQUARE FEET OR 21265-3793 1202 4

- The proposed project consists of the assemblage of eight parcels, listed above, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco according to the Miami-Dade County Property appraiser's website. The subject development site includes the properties listed and a portion of NW 130 Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulation and Miami-Dade County Code of Ordinances.



← SOUTH NW 30th Ave /Aswan Road NORTH →



Figure 1: Google Street View: West View on NW 131 Street



Figure 2: Google Street View: South View on NW 30 Avenue

II. Project Details

- **Applicant's intent**

The Applicant, AMDI USA, Inc. intends to come into compliance with City of Opa-locka Land Development Regulations and to begin that process has submitted four development requests: 1. Variance Request for Rear Setback, Setback from residential zoned property and 30 foot buffer requirement; 2. Special Exception Site Plan Review; 3. Tentative Plat Review; 4. Development Agreement Review.

The applicant, ADMI USA, Inc., has been in business since 2008 and operating from 13050 NW 30th Avenue since 2014 according to Division of Corporation records and filings. According to City of Opa-locka Business & License Department records this business began its operation at 13050 NW 30 Avenue in 2017 under the business name AMDI USA, Inc.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	AMDI USA, Inc..	
Folio Number (s)	Opa-locka: 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380;	
Address Location	13050 NW 30 th Avenue	
Building (s) Footprint	Building Footprint/Building Coverage	2,261 SF
	Roofed Area	4,102 SF

Floor Area Ratio	Greenspace/Landscape Area – 21,215 SF		
	<1.0 FAR .023		
Zoning	I-2 – Industrial Planned		
Zoning Code Consistency	The proposed use for a Concrete Batching Plant and Finished Concrete production Company Facility is consistent with the I-2 Zoning Code if approved by Special Exception Criteria.		
Existing Land Use	Concrete Batching Plant		
Future Land Use Designation	I-2 Industrial Planned		
Comprehensive Plan Consistency	The proposed use for Concrete Batching Plant and Finished Concrete Production Company Facility is consistent with the Comprehensive Plan with the requested property having a zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	75'9" Feet Storage Bldg.	YES
	25 Feet	94'5" Feet Office Bldg.	YES
Rear	25 Feet	3'9" Feet	No
Side Interior	0 Feet	3'4" Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30 foot landscaped buffer)	43'5"	No
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	75%	138,684 (83%)	No
(Max Impervious Area)			
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	166,498 SF or 3.82 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 2 Stories/ Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	7,537 SF	4,450 sq. ft.	No
Landscaping	Total Landscaping Area	21,215 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. <u>-10 spaces required including 1 H/C</u>	Office Bldg. 4,102 SF Parking Lot: 4,450 SF Total Space Provided: 13 Total Spaces 12 Regular Spaces 1 Handicapped Spaces	YES

Landscape/ Pervious Lot Coverage Notification Requirement			
	10% minimum required pervious	17% provided	YES
Local Government Action Required	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, November 4th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17th, 2020. - City Commission Meeting: TBD		
	The City Commission must review this tentative plat and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		



Google Street View: South View of property on NW 31 Ave



Google Street View: East View of property on NW 131 Street

• Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial properties to the west and industrial uses to the north and South with ingress and egress to the site on NW 131st Street.
- No Sidewalk alongside the north edge of the Property on NW 131st Street, or the west edge on NW 31st Avenue.
- Across the street, (West of) from Aswan Villas, a multi-family residential development.
- Property is currently utilized as a concrete batching and finished concrete production company facility.

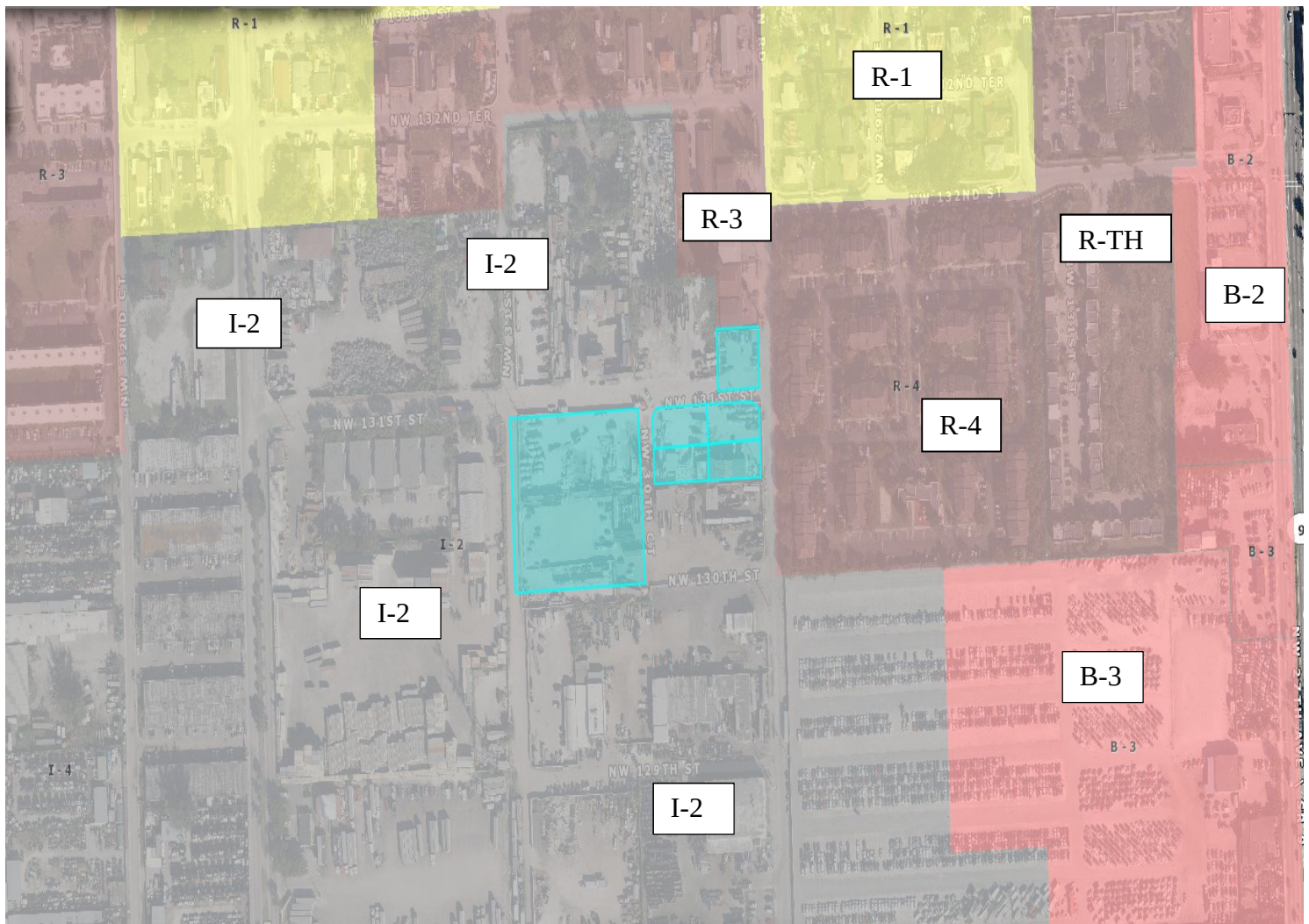
Special Exception Review Criteria

1. The proposed use is compatible with the Industrial Future Land Use Designation for this property site
2. The proposed use is compatible with the Character and purpose of the I-2 Zoning District and is permitted in accordance with Ordinance 15-31, Section 22-81.
3. The applicant's project site requires the assemblage of eight parcels which total 3.82 acres which is suited for this proposed use as it relates to the size, shape and character of the property.
4. The proposed use is compatible with the other industrial uses that surround this site.
5. The proposed use will not adversely affect the development of the general neighborhood or district as this is an industrial use that is permitted in this zoning district.
6. The proposed use will not generate vehicular traffic or create vehicular circulation problems that would have an unfavorable impact on surrounding properties when compared with the uses permitted by right in the same district.

7. Potential for fire and/or other equally or greater dangerous hazards will be mitigated by following required life/safety precautions and regulations for the proposed operation.
8. The proposed use will not create an unfavorable environment impact on surrounding uses because the operation is required to comply with the requirements of the City of Opa-locka Land Development Regulations and the Regulation of Miami-Dade County especially the Department of Environmental Resource Management.
9. The proposed use is consistent with planned vehicular circulation adjacent to and near the property
10. The proposed use/development site is adequately served by essential public services and facilities and infrastructure improvements are in accordance with the City Capital Improvement Plan for this area.
11. The development of this site will not adversely affect any site or geature of historical, curtural, natural or scenic importance.
12. The proposed use will not be contrary to the public health, safety, and welfare of the City of Opa-locka.

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	Industrial/Residential	Industrial/Residential	I-2/ R-3
South	Industrial	Industrial	I-2
East	Residential	ROW (30 th Avenue)/ Residential	R-4
West	Industrial	Industrial	I-2

- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- **Findings:**

- The proposed development use 'Concrete Batching Plant and Finished Concrete Production Company Facility' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- **Findings:**

- The Applicant is proposing to include landscaping at 21,215 square feet. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.

- **Findings:**

- The Applicant is may install a fence or a wall in accordance with the LDR.

- **Future Land Use:** Industrial (Communications, water and sewer facilities, electrical as needed).

- **Findings:**

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES

- **I-2 (Industrial Planned) Permitted Uses:** Project Specific: *Concrete Batching Plant and Finished Concrete Production Company Facility*

COMPLIES

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for Cement and clay products production which is permitted within an I-2 zoning district. This request is for Tentative Plat Approval.

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
 - **Findings:** The Planning and community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Variance Request 2. Special Exception Site Plan Review 3. Tentative Plat
4. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, November 17th, 2020

IV. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A
3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**
 - N/A
5. **City Manager's Office (CMO):**
 - N/A
6. **Code Enforcement:**
 - N/A
7. **City Attorney's Office:**
 - Development Agreement under review
8. **Public works:**
 - N/A
9. **Inter-jurisdictional Review:**
 - N/A

V. Staff Recommendation:

- Staff recommend approval of this Tentative Plat pending the review and the following other approvals:
 - Must comply with Miami-Dade County Tentative Plat Procedures, Chapter 28.
 - Any other applicable agencies or entities as required by Miami Dade County Code Chapter 28
 - Address all Miami-Dade County's input/recommendations as appropriate
 -

VI. Attachments:

- Site Plan

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2020-11-17-02,

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: ADMI FOR TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 11-17-2020
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / __
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Concrete Batching Plant and Finished Concrete Production Company Facility.

NOT TO BE FILED FOR RECORD UNLESS SIGNED
DATED AND EMBOSSED WITH THE RAISED SEAL
GLEN A. HANKS
FLORIDA P.E. #53852

FIRE HYDRANT ZONE

EDGE OF PAVEMENT

SOD ONLY

FIRE HYDRANT

15'-0" MAX. 4'-0" MIN.

135°

5'-0" 5'-0"

REQUIREMENTS APPLY TO FIRE HYDRANTS, SEWAGE CONNECTIONS AND ANY OTHER FIRE EQUIPMENT FOR UTILIZING FIRE HOSE ON PUBLIC OR PRIVATE PROPERTY.

BY THE AUTHORITY OF SOUTH FLORIDA FIRE PREVENTION CODE SECTION 5211.2.

THE DIAGRAM SHALL APPEAR ON ALL LANDSCAPE PLANS PRIOR TO INSTALLATION.

THE CLEAR ZONE SHALL BE FREE OF LANDSCAPE (EXCEPT SOIL), MAILBOXES, PARKING, LAND-POSTS AND ALL OTHER OBSTACLES.

EXCEPTIONS: OTHER FIRE FIGHTING OR TRAFFIC POSTS TO PROTECT FIRE EQUIPMENT.

[illegible]

1. ALL EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY.
2. EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.
3. NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED INSIDE TREE BARRIERS.
4. TOPSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE (SEE SOIL PLANTING SPECIFICATIONS).
5. TREE REMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.
6. ALL PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO GOOD NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN ROOT PRUNED. FILL TRENC WITH FIBRIOUS MATERIAL SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TORN ROOTS SHALL BE TRIMMED TO SMOOTH WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND. LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TROPICAL IRRIGATION EVERYDAY FOR THE FIRST MONTH THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE. TRANSPLANT TREES W/ 60" TREE SPADE, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 BIGGER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.
7. SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH (+ - 1") THAN THE FINISHED GRADE.
8. PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE, HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).
9. A TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION OR UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.
10. LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.
11. CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY. EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.

HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED TO SIDE TREE BARRIERS.

PSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, STUMPS, & NOXIOUS PESTS & SPECIES (SEE SOIL PLANTING SPECIFICATIONS).

EREMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.

PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO BEST NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN NOT PRUNED. FILL TRENCH WITH FIBROUS MATERIAL SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TRENCH ROOTS SHALL BE TRIMMED TO SOLID WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND.

LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TEMPORARY IRRIGATION EVERYDAY FOR THE FIRST MONTH AND THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE.

TRANSPLANT TREES W/ 60" TREE SPAD, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 DEEPER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.

TREES NOT DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH , OR SLIGHTLY HIGHER (+ 1") THAN THE FINISHED GRADE.

PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE. HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).

TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.

LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.

CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

IFICATION SHEET FOR ADDITIONAL DETAILS.

THE CONTRACTOR TO PROVIDE AUTOMATIC LAWN IRRIGATION SYSTEM GUARANTEEING 100% COVERAGE & MAINTAIN SYSTEM OVERLAP IN ALL LANDSCAPE AREAS. SYSTEM SHALL HAVE A RAIN SENSOR DEVICE AS REQUIRED.

THE SIGHT VISIBILITY TRIANGLE SHALL BE DESIGNATED, WHO WILL BE RESPONSIBLE FOR THE INSTALLATION & MAINTENANCE OF VEGETATION PROTECTIVE BARRIERS & BE RESPONSIBLE FOR SUPERVISING THE REMOVAL OF ALL EXISTING VEGETATION TO BE REMOVED. REPRESENTATIVE SHALL BE ON SITE DURING ALL CLEARING OPERATIONS.

WHICH ARE TO BE PRESERVED ON SITE ARE TO BE PROTECTED FROM CONSTRUCTION DAMAGE BY BARRICADING W/ TREES. THIS MUST BE DONE AFTER ISSUANCE OF TREE REMOVAL PERMIT & PRIOR TO ANY CONSTRUCTION & IS TO BE INSPECTED BY CITY PRIOR TO ANY LAND CLEARING.

ALL DIGGING AND / OR PLANTING SHALL OCCUR WITHIN THE DRAIN LINE OF THE TREES WHICH ARE TO REMAIN ON SITE.

IT OF WHICH IS RECOMMENDED FOR ALL PLANTING; KEEPING MUCK AWAY FROM TRUNKS, SEE SPECIFICATIONS.

ALL MATERIAL SHALL BE FLORIDA #1 OR BETTER & SHALL BE INSTALLED AS SPECIFIED IN "FLORIDA DEPT. OF AGRICULTURE GRADES AND STANDARDS", CURRENT EDITION RESPECTIVELY.

VISIBILITY TRIANGLE SHALL BE PROVIDED. THE SIGHT VISIBILITY TRIANGLE SHALL PROVIDE PROTECTED CROSS-VISIBILITY FOR VEHICULAR, PEDESTRIAN, AND BICYCLE TRAFFIC AT LEVEL.

30' x 8' FT MEASURED FROM GRADE LEVEL AT ALL ENTRANCES, EXITS, AND INTERSECTIONS AS REQUIRED.

SOIL REQUIRED AROUND & BENEATH ROOTBALL & 3" MIN. SHREDDED ORGANIC MULCH BEYOND ROOTBALL.

ALL DIRECTIONS & THROUGHOUT ALL HERES & PLANT MATERIAL.

CONTRACTOR TO REMOVE AND EXCAVATE ALL LIMBEROCK TO A MIN. DEPTH OF 36" AND BACK FILL DISCAPE AREAS WITH SPECIFIED PLANTING MIX. SEE SPECIFICATION SHEET.

THE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.

RETURN TO RETURN TO JOB SITE 12 MONTHS AFTER ALL THE REQUIRED TREES/PALM BRACING AND REMOVE ALL BRACES AND IS RESPONSIBLE FOR THE MAINTENANCE OF STAKES AND BRACES DURING THIS PERIOD.

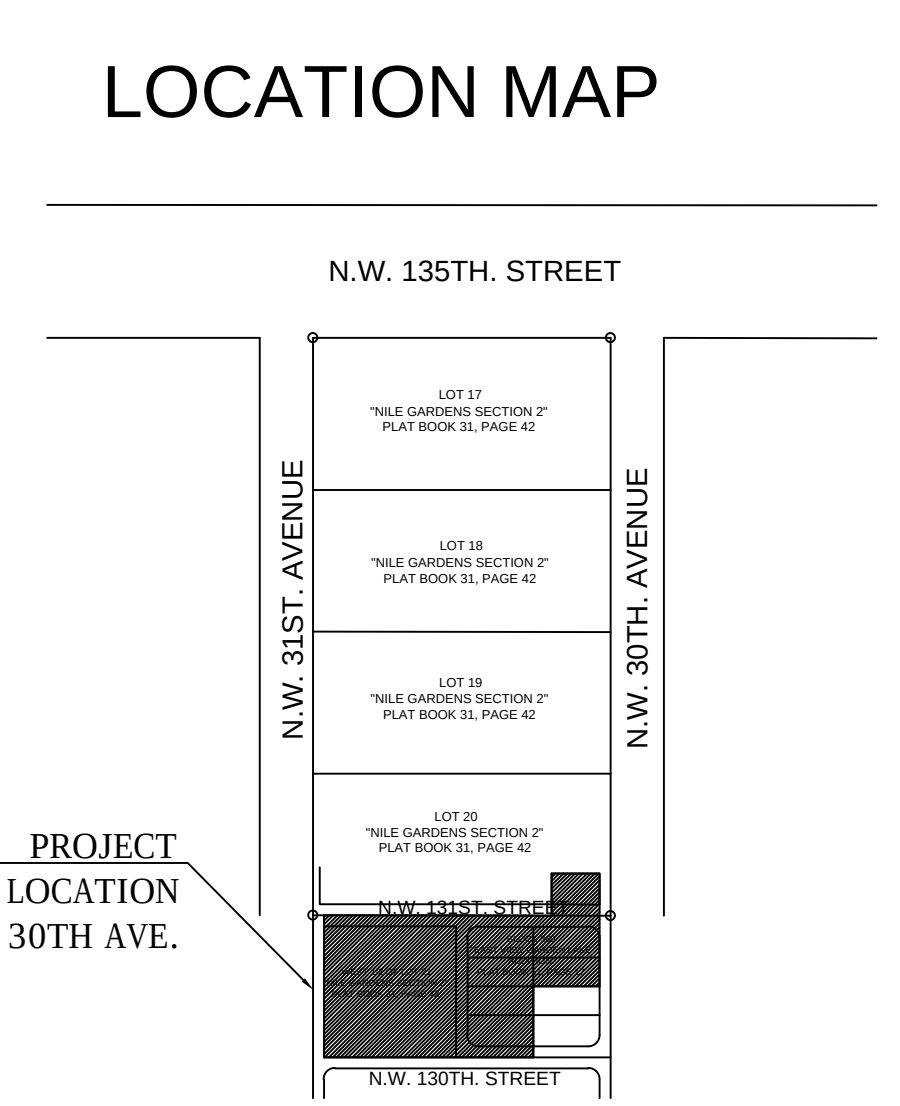
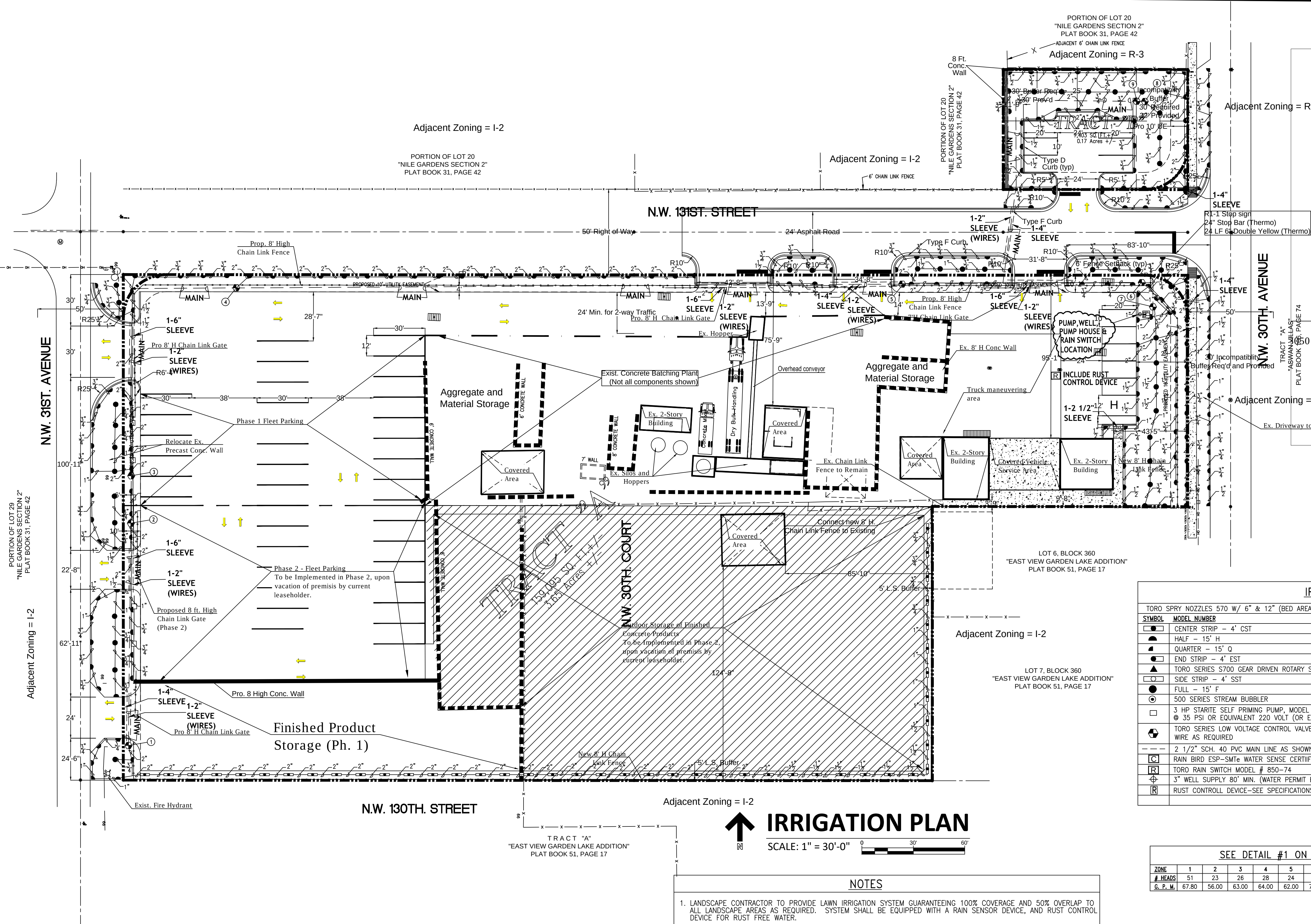
THE LANDSCAPE PRINCIPLES SHALL BE APPLIED TO ALL SITES AS SPECIFIED IN THE "SOUTH FLORIDA LANDSCAPE MANAGEMENT DISTRICTS XERISCAPE PLANT GUIDE II", UPDATED, AS REQUIRED.

THE TREES SHALL BE TRIMMED AS PER "THE AMERICAN NATIONAL STANDARD INSITUATION, (ANSI) A300-2005" EDITION RESPECTIVELY; INCLUDING IN B/O PROPOSAL.

THE CONTRACTOR SHALL REMOVE ALL ROAD ROCK, ASPHALT, DEBRIS, ETC. IN ALL LANDSCAPE AREAS TO A DEPTH OF 30" AND PROVIDE PLANTING SOIL AS REQUIRED.(SEE SOIL SPECIFICATIONS).

LANDSCAPE EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH CITY OF OPA LOCKA REGULATIONS.

ALL CONTAINER GROWN TREES SHOWN AS SPECIFIED THAT EXHIBIT CIRCLING ROOTS WILL NOT BE ACCEPTED.



IRRIGATION LEGEND				
TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4' CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4' EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4' SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	3 HP STARITE SELF PRIMING PUMP, MODEL #DHJ, DELIVERING 75 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP START			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
	2 1/2" SCH. 40 PVC MAIN LINE AS SHOWN			
	RAIN BIRD ESP-SMT® WATER SENSE CERTIFIED 12 ZONE TIME CONTROLLER RAIN SWITCH READY 220/240 VOLT			
	TORO RAIN SWITCH MODEL # 850-74			
	3" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET=DETAIL #1			

SEE DETAIL #1 ON SPECIFICATION SHEET												
ZONE	1	2	3	4	5	6	7	8	9	10	11	12
# HEADS	51	23	26	28	24	37	27	27	10	-	-	-
G. P. M.	67.80	56.00	63.00	64.00	62.00	72.00	63.00	55.00	65.00	-	-	-

IRRIGATION PLAN

SCALE: 1" = 30'-0"

NOTES

- LANDSCAPE CONTRACTOR TO PROVIDE LAWN IRRIGATION SYSTEM GUARANTEEING 100% COVERAGE AND 50% OVERLAP TO ALL LANDSCAPE AREAS AS REQUIRED. SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR DEVICE, AND RUST CONTROL DEVICE FOR RUST FREE WATER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC LAWN IRRIGATION SYSTEM USING POP UP HEADS; SYSTEM SHALL GUARANTEE 100% COVERAGE & A 50% MIN. OVERLAP; SYSTEM SHALL HAVE A RAIN SENSOR DEVICE THAT WILL OVERRIDE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. HOURS OF OPERATION SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY; OR ANY RESTRICTIONS BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.
- WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ONTO IMPERVIOUS SURFACES AND/ OR BE DESIGNED OR INSTALLED TO THROW WATER OVER AN IMPERVIOUS SURFACE SUCH AS A SIDEWALK, DRIVE, ETC..
- GENERAL CONTRACTOR TO SUPPLY AND INSTALL SLEEVES AS SHOWN AND PROVIDE ELECTRICAL HOOK-UP AS REQUIRED.
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PBC V-A-1:
PIPE SIZE (INCHES) DEPTH OF COVER (INCHES)
1/2"-2 1/2" 18"-24"
3-5 24"-30"
6 AND LARGER 30"-36"
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION. ALL RISERS SHALL BE PAINTED FLAT BLACK IF APPROVED.
- IRRIGATION CONTRACTOR TO SELECT NOZZLE SIZE BASED ON INTENDED THROW WITHIN 25% OF MAXIMUM DESIGN THROW.
- CONTRACTOR TO PRESSURE TEST WATER SERVICE UP TO EACH ZONE VALVE IN THE IRRIGATION SYSTEM; MAIN LINE SHALL BE LEFT EXPOSED FOR VISUAL OBSERVATION PRIOR TO BACKFILL AND REQUIRED APPROVAL BY CITY OF OPA LOCKA. CALL CITY OF OPA LOCKA FOR REQUIRED INSPECTIONS.
- CONTRACTOR TO PROVIDE BUBBLERS AT ALL NEW TREE/PALM LOCATIONS; FIELD VERIFY LOCATIONS AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

Limits of Existing Concrete Batching and Finished Concrete Product Production

LEGAL DESCRIPTION:
Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

Mich ael E. Rawls

Digitally signed by Michael E. Rawls Date: 2020.10.15 10:34:23 -04'00'

RICHARD BARTLETT LANDSCAPE, INC.

14417 STIRRUP LANE
WELLINGTON, FL 33414
TEL: (561) 758-7707
LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL: rs@richardbartlettlandscape.com

SEAL

THANKS
consulting
Engineers, Inc.

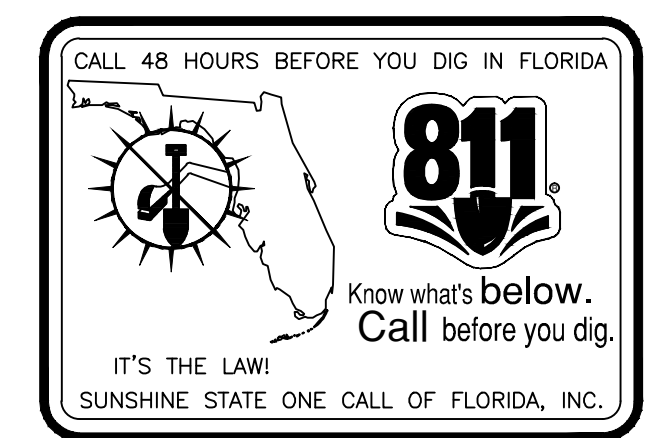
7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS
2020-02-13 City Comments
2020/8/28 Updated Survey

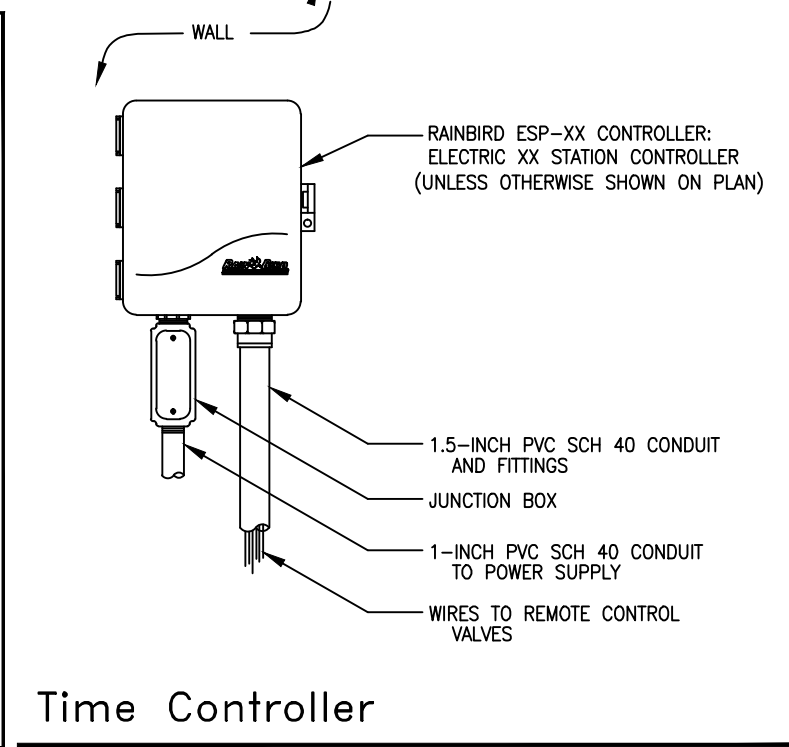
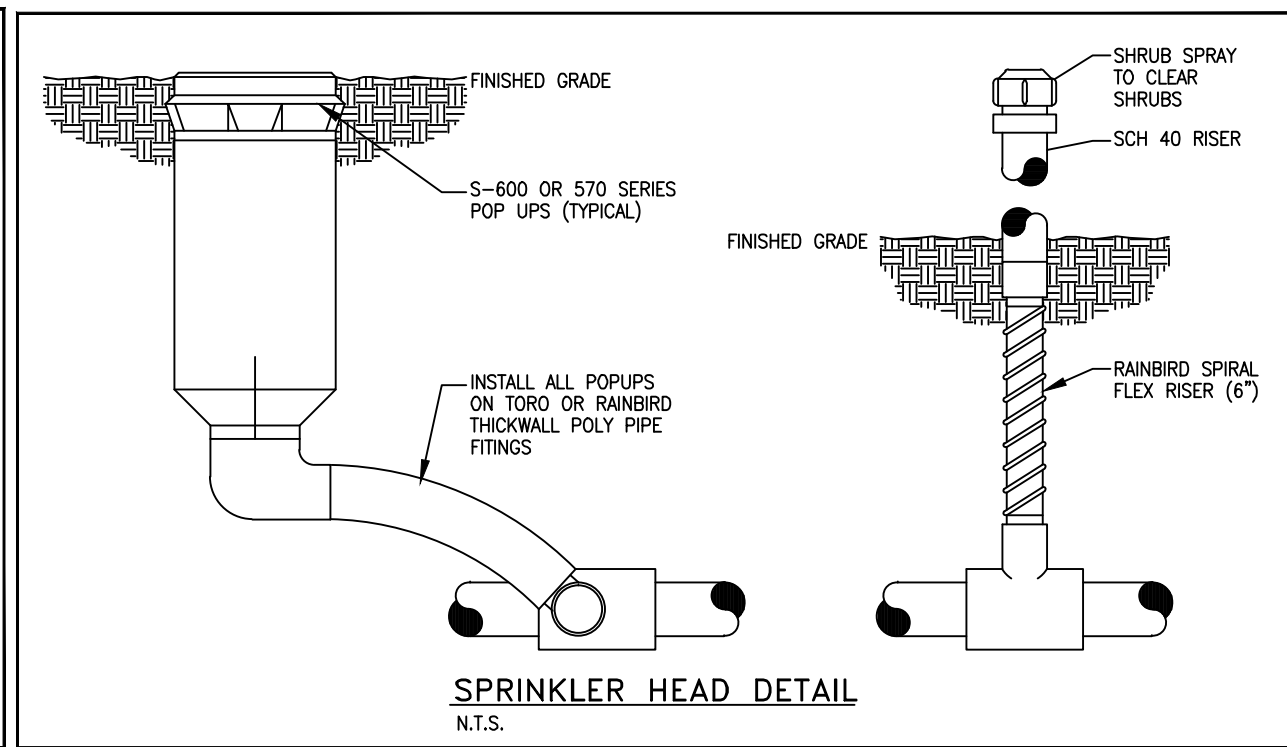
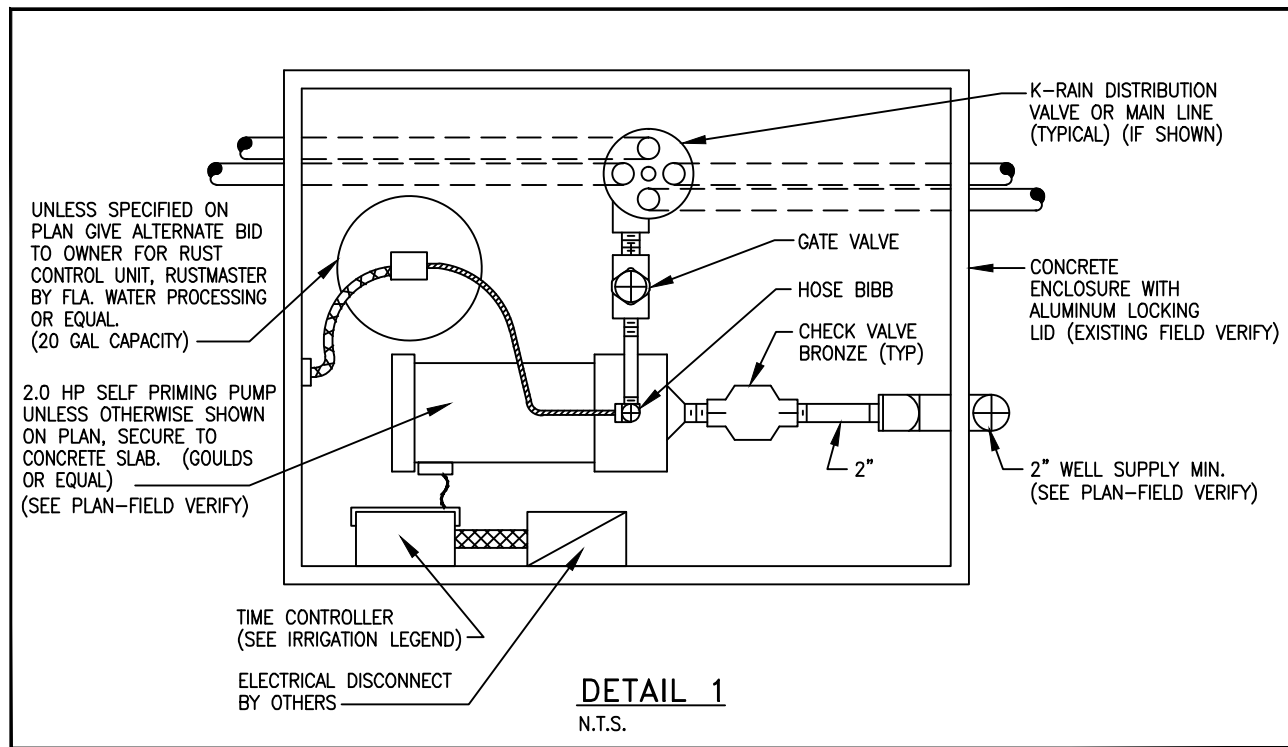
AMDI USA Inc.
13050 NW 30th AVENUE
IRRIGATION PLAN

JOB NO: 180201
RSL#20-10-2147
SCALE: 1" = 30'
Sheet No:
L-2



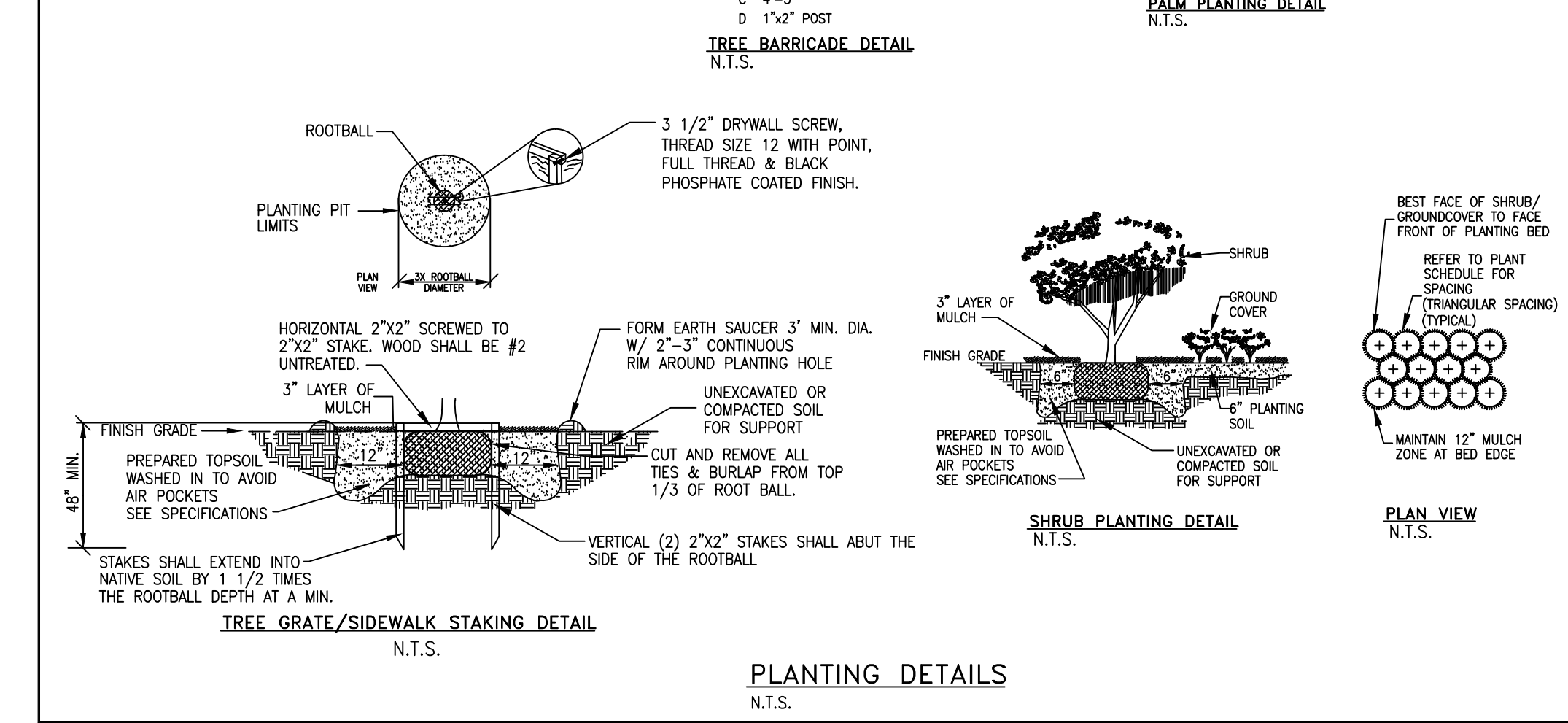
NOTE: ZONE RUN TIME ACTIVITY SHALL BE 25 MINUTES FOR THE FIRST 30 DAYS (EXCEPT FRIDAYS) FOR THE ESTABLISHMENT OF THE PLANT MATERIALS, AFTER THE ESTABLISHMENT OF PLANT MATERIAL THE ZONES SHALL RUN A MAXIMUM OF 20 MINUTES EACH ZONE TWICE WEEKLY OR AS DIRECTED BY THE "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RESTRICTION REQUIREMENTS.

NOT TO BE FILED FOR RECORD UNLESS SIGNED, DATED AND AMENDED WITH THE ENGINEER SEAL OF GLEN A. HANKS
FLORIDA P.E. #38552
FOR THE FIRM



NOTE: SET THE TREE/PALM NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING AT (+100) ABOVE FINAL GRADE LEVEL. NO MULCH SHALL TOUCH TRUNKS OF THE TREES OR PLANTS

NOT TO SCALE



LANDSCAPE SPECIFICATIONS

- CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
- EFFECT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK. THE LANDSCAPE PLANS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR FEATURE INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
- ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE "FLORIDA #1" OR BETTER AND SHALL BE INSTALLED AS SPECIFIED IN "FLORIDA DEPT. OF AGRICULTURAL GRADES AND STANDARDS", CURRENT EDITION RESPECTIVELY.
- ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
- ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
- ALL SOD TO BE ST. AUGUSTINE FLORATAM SOLID, UNLESS OTHERWISE NOTED.
- ALL BED AREAS TO RECEIVE A 3" LAYER OF EUCALYPTUS MULCH // FLORIMULCH, & SHALL BE A MIN. OF 1'-0" WIDER THAN PLANTS (MEASURED FROM OUTSIDE OF FOLIAGE).
- ALL TREES TO RECEIVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
- ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
- LANDSCAPER TO FURNISH ALL MATERIALS AND LABOR INCLUDING PLANTS, MULCH, TOP DRESSING, SOIL PREPARATION, DECORATIVE ITEMS (IF SHOWN), INSPECTIONS, TRANSPORTATION, WARRANTY, PERMITS, ETC. NECESSARY FOR COMPLETION OF ALL LANDSCAPING REQUIRED HEREIN EXCEPT IF DESIGNATED TO BE BY OTHERS.
- LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
- OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
- LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
- PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS. THEY SHALL HAVE HEALTHY NORMAL ROOTS AND SHALL NOT BE ROOT BOUND. QUALITY AND SIZE: ALL PLANT MATERIALS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
- ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
- PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
- OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
- LANDSCAPER SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE DAILY. THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES WHILE WORK IS IN PROGRESS.
- THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE PLANS AND SPECIFICATIONS AND WILL BE RESPONSIBLE FOR ALL MEASUREMENTS EXERCISING SPECIAL CARE IN LAYING OUT WORK TO KEEP WITHIN PROPERTY LINES AND RECOGNIZING EASEMENTS. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY ERRORS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN LAYOUTS.
- METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO INSURE ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
- PLANT MATERIALS ABBREVIATIONS ON THE PLANT LIST: FG (FIELD GROWN); CT (INDICATES CLEAR TRUNK MEASUREMENT FROM THE TOP OF BALL TO FIRST BRANCHING OR BASE OF THE LOWEST FROND); GAL (GALLON CAN); 3 GAL (3 GALLON CAN); OA (INDICATES OVERALL HEIGHT FROM TOP OF BALL TO MID POINT OF CURRENT SEASON'S GROWTH); SPR (INDICATES SPREAD); HVT (INDICATES HEAVY); MIN (INDICATES MINIMUM).
- SUBSTITUTION: PLANT SUBSTITUTION REQUESTS, FOR PLANT MATERIAL NOT OBTAINABLE IN THE TYPE AND SIZES SPECIFIED SHALL BE MADE PRIOR TO SUBMISSION OF BIDS. ALL SUBSTITUTION REQUESTS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION AND APPROVAL. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO KNOW WHERE THEY CAN OBTAIN ALL MATERIAL AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
- THE CONTRACTOR'S GUARANTEE SHALL NOT APPLY IN THE EVENT OF FIRE, FLOOD, HURRICANE, WINDSTORM, OR OTHER "ACTS OF GOD" OR DAMAGES TO LANDSCAPING IN PROGRESS CAUSED BY ANY PERSONS OTHER THAN THOSE PERSONS UNDER THE DOMINION AND CONTROL OF THE CONTRACTOR.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+1") THAN THE FINISHED GRADE.
- DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

26. COMMERCIAL FERTILIZER: COMMERCIAL FERTILIZER SHALL BE AN ORGANIC FERTILIZER CONTAINING NITROGEN, PHOSPHORIC ACID, AND POTASH IN EQUAL PERCENTAGES OF AVAILABLE PLANT FOOD BY WEIGHT OR "MILORGANITE". NITROGEN SHALL BE NOT LESS THAN 100% FROM ORGANIC SOURCE. FERTILIZER SHALL BE DELIVERED TO THE SITE UNOPENED IN ORIGINAL CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS. INITIAL FERTILIZATION OF TREES, SHRUBS, GROUND COVERS, SHALL BE WITH "MILORGANITE" OR AN APPROVED COMPLETE FERTILIZER. APPLY "MILORGANITE" IN A CIRCLE AROUND THE PLANT BEFORE MULCHING. DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHING. APPLY "MILORGANITE" FERTILIZER AT THE FOLLOWING RATE: 5 LBS. OR 14.5 CUPS / PALMS 3 LBS. OR 8.70 CUPS / 12'-16' MATERIAL 1 LBS. OR 5.80 CUPS / 6'-12' MATERIAL 0.69 LBS. OR 2.00 CUPS / 6'-8' MATERIAL 0.18 LBS. OR 1/2 CUP / 3 GAL MATERIAL 0.10 LBS. OR 1/4 CUP / 1 GAL MATERIAL FERTILIZERS SHALL BE SLOW TIME RELEASE, UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN, SIX (6) PERCENT PHOSPHOROUS, AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB. PER 3 GAL. CONTAINER, 1/4 LB. PER 1 GAL. CONTAINER) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE A 5-10-10 AT A RATE OF 20 LBS. PER 1000 S.F. A 14-14-14 FERTILIZER IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB. PER 5' OF SPREAD). AGROFORM TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS, FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES & SHALL BE APPLIED AT THE FOLLOWING RATE: 1 PER 1 GAL. PLANTS, 2 PER 3 GAL. PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER. APPLY PALM SPECIAL FERTILIZER AS PER MANUFACTURERS RECOMMENDATION.
27. SUPER ABSORBENT POLYMER: "TERRA SOFT" OR APPROVED EQUAL, AS PACKAGED IN 3 OZ. HANDY PAC COMPOSED OF SYNTHETIC POLYMER, POLYMER, POTASSIUM, ACRYLATE, PARTICLE SIZE OF 1.0 MM TO 3.0 MM AND ABSORPTION RATE OF 300 TIMES ITS WEIGHT IN WATER. APPLY DRY, USING THE FOLLOWING AMOUNTS: 1 PAC PER TREE - 36" BALL SIZE 2 PACS PER TREE - OVER 36" BALL SIZE 1 PAC PER 20 GAL. CONTAINER 0.5 PACS PER 7-10 GAL. CONTAINER 0.25 PACS PER 3 GAL. CONTAINER 0.12 PACS PER 1 GAL. CONTAINER
28. LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION AND UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
29. PLANTING SOIL: PLANTING SOIL SHALL BE COMPOSED OF 50% SAND AND 50% DECOMPOSED ORGANIC MATTER. ANY VARIATIONS IN THIS COMPOSITION SHALL BE APPROVED BY THE OWNER PRIOR TO USE. PLANTING SOIL SHALL BE FREE OF STONES, PLANTS, ROOTS AND OTHER FOREIGN MATERIALS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO GOOD PLANT GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRABLE CONDITION AND APPLIED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.
30. WATER FOR PLANTING WILL BE AVAILABLE AT THE SITE AND WILL BE PROVIDED BY THE OWNER.
31. PRUNING: REMOVE DEAD AND BROKEN BRANCHES FROM ALL PLANT MATERIAL. PRUNE TO RETAIN TYPICAL GROWTH HABITS OF INDIVIDUAL SPECIES, RETAINING AS MUCH LEAF AREA AND SPREAD AS POSSIBLE. MAKE ALL PRUNING CUTS WITH A SHARP INSTRUMENT, FLUSH WITH THE TRUNK OR ADJACENT BRANCH, IN SUCH A MANNER AS TO ENSURE ELIMINATION OF STUBS. "HEADBACK" CUTS, RIGHT ANGLE TO LINE OF GROWTH WILL NOT BE PERMITTED AND TREES WILL NOT BE POLED, TOPPED, OR HATRACKED.
32. SITE PREPARATION: IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH (FINE) GRADE ALL LANDSCAPE AREAS TO BE SODDED (PRIOR TO APPLICATION OF SOD) ELIMINATING ALL BUMPS, DEPRESSIONS, STICKS, STONES, AND OTHER DEBRIS TO THE SATISFACTION OF THE OWNER.
33. MAINTENANCE: MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS PLANTED AND SHALL CONTINUE UNTIL ALL PLANTING HAS PASSED FINAL INSPECTION AND ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, REMOVAL OF DEAD MATERIALS, RESETTING PLANTS TO PROPER GRADES OR UPRIGHT POSITIONS AND RESTORATION OF THE PLANTING SAUCER AND ANY OTHER NECESSARY OPERATIONS. PROPER PROTECTION TO LAWN AREAS SHALL BE PROVIDED AND ANY DAMAGE RESULTING FROM PLANTING OPERATIONS SHALL BE REPAIRED PROMPTLY.
34. CONTRACTOR TO REMOVE ALL REMAINING FRONDS ON NEWLY PLANTED SABEL PALMS WITH THE EXCEPTION OF THE CENTER BUD TO INSURE BETTER SURVIVABILITY AND LESS WATER STRESS PROBLEMS OF THE PALM, THUS GIVING HIGHER SURVIVOR RATE OF THE SAME. (NOTE: OTHER PALM SPECIES THE BRANCHES TOGETHER WITH BIODEGRADABLE TWINE TO A TIGHT BUNDLE AROUND BUD FOR PROTECTION AS REQUIRED).
35. ALL APPLICABLE FEDERAL, STATE, AND LOCAL PERMITS SHALL BE OBTAINED PRIOR TO REMOVAL, RELOCATION, OR INSTALLATION OF PLANT MATERIALS INDICATED WITHIN THE PLANS OR PLAN DOCUMENTS.
36. A SIGHT VISIBILITY TRIANGLE SHALL BE PROVIDED. THE SIGHT VISIBILITY TRIANGLE SHALL PROVIDE UNOBSTRUCTED CROSS-VISIBILITY FOR VEHICULAR, PEDESTRIAN, AND BICYCLE TRAFFIC AT LEVEL BETWEEN 30' & 8 FT MEASURED FROM GRADE LEVEL AT ALL ENTRANCES, EXITS, AND INTERSECTIONS.

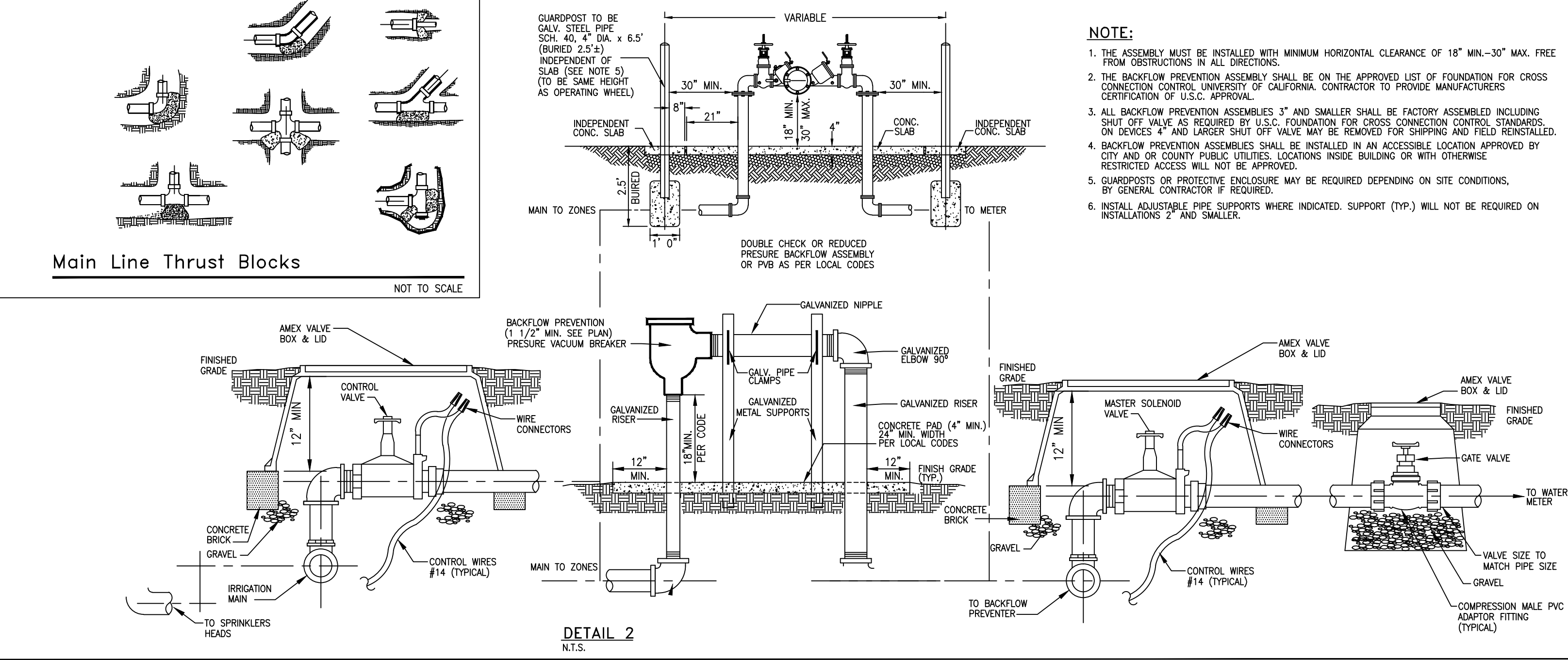
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 Date: 2020.10.15 10:37:36 -0400

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 7522 wiles rd., ste 203-B
 coral springs, fl 33067
 phone: 954-752-8860
 EBR#26034

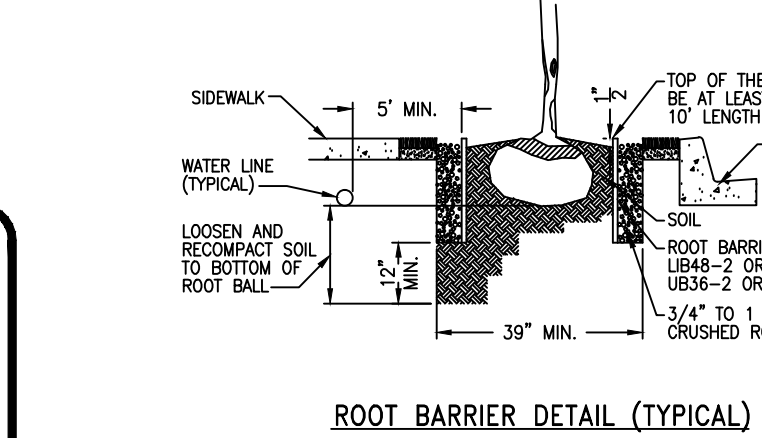
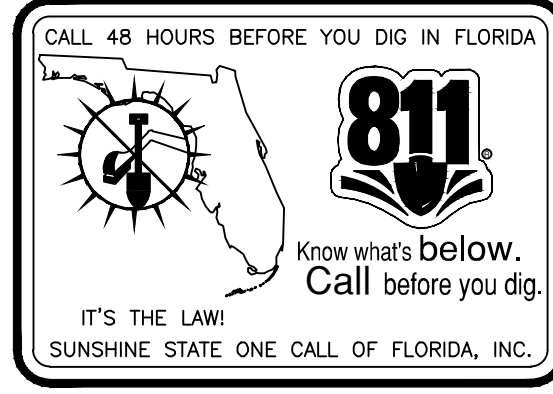
RELEASE INFO
 2019-08-28 Opta-Locta Site Plan

REVISIONS
 2020-02-13 City Comments
 2020/8/28 Updated Survey



IRRIGATION SPECIFICATIONS

- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
- ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
- ALL LATERALS MUST BE PVC SCH 200 AND BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
- PROVIDE SLEEVES UNDER PAVEMENT PRIOR TO INSTALLATION OF SAME. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PLUMBING BUILDING CODE APPENDIX (F) PART V-A-1: PIPE SIZE (INCHES) DEPTH OF COVER (INCHES) 1/2-2 1/2 18"-24" 3-5 24"-30" 6 AND LARGER 30"-36"
- CONTRACTOR TO SIZE PIPING (UNLESS OTHERWISE SHOWN) AND ADJUST SPRAY HEADS LOCATION TO CONFORM WITH WATER REQUIREMENTS OF ACTUAL LANDSCAPING FOR ADEQUATE WATER COVERAGE.
- IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS AND MAINTAIN A 50% MIN. OVERLAP USING RUST FREE WATER.
- IRRIGATION CONTRACTOR TO PROVIDE 35 PSI AT ALL HEADS.
- HEADS TO BE INSTALLED IN PLANTERS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- IRRIGATION CONTRACTOR TO FURNISH CONTROLLER TIME CLOCK TO BE LOCATED IN EXISTING PUMP ENCLOSURE OR APPROVED LOCATION; SEE DETAIL.
- BUILDING CONTRACTOR TO SUPPLY ELECTRICAL HOOD UP.
- ALL WORK MUST BE DONE AS PER LOCAL CODES. CODES AND STANDARDS: ALL WORK SHALL BE INSTALLED AND COMPLY WITH "FLORIDA BUILDING CODE APPENDIX (F) PART V-A-1.", INCLUDING ORDINANCES AND REGULATIONS OF ALL GOVERNING AUTHORITIES. WORK ALSO SHALL COMPLY WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
- SYSTEM IS TO BE DESIGNED (IF NOT SHOWN ON PLAN) AND INSTALLED BY A QUALIFIED, LICENSED, AND INSURED LANDSCAPE IRRIGATOR.
- SPRINKLER SYSTEM SHALL BE GUARANTEED FOR ONE YEAR AGAINST MECHANICAL DEFECTS.
- IRRIGATION CONTRACTOR TO USE #14 DIRECT BURIAL LOW VOLTAGE WIRE AND INSTALLED UNDER SIDE OF MAIN LINES. TO INSURE PROTECTION AND LOCATING OF SAME, SLEEVED UNDER PAVEMENT AND WALKS, SPLICED ONLY AT VALVE LOCATIONS. ALL SPLICES SHALL BE MADE WATER PROOF. CONTROL WIRES SHALL BE COLOR CODED. ONE EXTRA WIRE SHALL BE RAN WITH EACH ZONE VALVE. IF K-RAINS NOT REQUIRED SEE PLAN FOR VALVE LOCATIONS.
- ALL IRRIGATION LINE LOCATIONS SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, PLANTINGS AND STRUCTURES AS REQUIRED.
- IRRIGATION CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION OR UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE IRRIGATION CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC IRRIGATION SYSTEM USING POP-UP SPRINKLERS. SYSTEM SHALL PROVIDE 100% COVERAGE WITH A 50% OVERLAP (MINIMUM) USING RUST FREE WATER. EXCEPT PRESERVED AREAS REMAINING IN NATURAL STATE. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED THAT WILL OVERRIDE THE IRRIGATION SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON IMPERVIOUS SURFACES AND/OR BE DESIGNED OR INSTALLED TO THROW WATER OVER IMPERVIOUS SURFACE SUCH AS SIDEWALKS, ETC.. HOURS OF OPERATION FOR ALL IRRIGATION SYSTEMS SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR AS MAY BE FURTHER RESTRICTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.



- NOTE: A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITHIN 10' OF A PAVED SURFACE, STORM SEWER OR INFRASTRUCTURE.
- MINIMUM ROOT BARRIER REQUIREMENTS:
- 1) PANEL 0.085 THICK POLYPROPYLENE
 - 2) ZIPPER JOIN SYSTEM
 - 3) ROUNDED EDGES
 - 4) ANTI-LIFT PADS
 - 5) 24" DEPTH
- NOTE: BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES. FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND				
TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4" CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4" EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4" SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	2 HP STARITE SELF PRIMING PUMP, MODEL #0HJ, DELIVERING 55 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP STARTER			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 1" & 1 1/2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
	RAIN BIRD ESP-XX WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
	RAIN BIRD RAIN SWITCH MODEL # 850-74			
	2" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RAIN BIRD RAIN SWITCH MODEL # 850-74			

JOB NO: 180201
 88-20-10-2147
 SCALE: 1" = 30'

Sheet No:
L-3

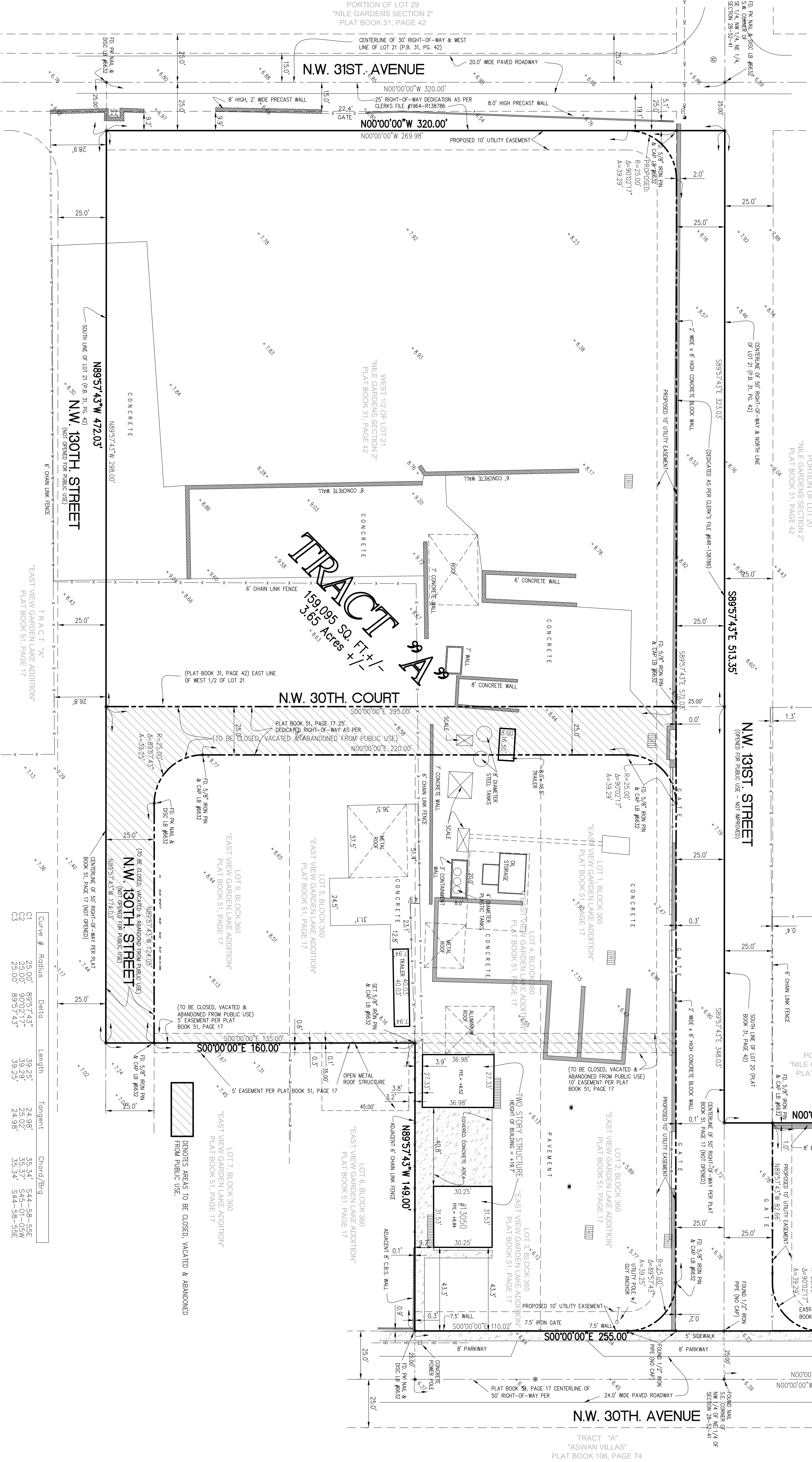
NOT TO BE FILED FOR RECORD UNLESS SIGNED, DATED AND WITNESSED BY THE ISSUING SEAL OF
 GLEN A. THANKS
 FLORIDA P.E. #33852
 FOR THE FIRM



BOUNDARY & TOPOGRAPHIC SURVEY OF TENTATIVE PLAT OF

"AMDI USA TRACT"

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND 8, BLOCK 360 OF, "EAST VIEW GARDEN LAKE ADDITION", AS RECORDED IN PLAT BOOK 51 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND WEST 1/2 OF LOT 21 AND A PORTION OF LOT 20 OF, "NILE GARDENS SECTION 2", AS RECORDED IN PLAT BOOK 31 AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LYING IN THE NE. 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA



Curve #	Radius	Delta	Length	Tangent	Chord/Btg.
C1	25.00'	89°57'43"	39.25'	24.98'	35.34'
C2	25.00'	89°57'43"	39.25'	24.98'	35.34'
C3	25.00'	89°57'43"	39.25'	24.98'	35.34'

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH: Tract 21, "NILE GARDENS, Section 1 and 11" according to Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section 1 and 11", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

PROPERTY ADDRESS:

Property Address: 13050 NW 30th Avenue, OPA LOCKA, FL 33054

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-004-0330

Tax Folio #08-2128-004-0330

PORTION OF THE WEST 1/2 OF NE. 1/4, SECTION 28-52-41

LOCATION SKETCH

SCALE: 1" = 300'

SURVEYORS NOTES:

- The legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
- An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's file No.: 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the Public Records of this County.
- Accuracy: The expected use of the land, as classified in the Standards of Practice (53-17740), is "Residential Subdivisions". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. Accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- All measurements shown herein are made in accordance with the United States Standard Feet.
- Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- Underground utilities are not depicted herein; contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
- The surveyor does not determine fence and/or wall ownership.
- Overshiper subjects to: OPINION OF TITLE.
- Type of Survey: BOUNDARY / TOPOGRAPHIC SURVEY.
- The North arrow and bearings shown herein are based on a bearing of N.00°00'00"E along the East line of Block 360 of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are based on this line.
- Flood Zone Data: Community / Panel #10657/0138/L Dated: 9/11/2009 Flood Zone: "M", "X", "Y", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z", "AA", "AB", "AC", "AD", "AE", "AF", "AG", "AH", "AI", "AJ", "AK", "AL", "AM", "AN", "AO", "AP", "AQ", "AR", "AS", "AT", "AU", "AV", "AW", "AX", "AY", "AZ", "BA", "BB", "BC", "BD", "BE", "BF", "BG", "BH", "BI", "BJ", "BK", "BL", "BM", "BN", "BO", "BP", "BQ", "BR", "BS", "BT", "BU", "BV", "BW", "BX", "BY", "BZ", "CA", "CB", "CC", "CD", "CE", "CF", "CG", "CH", "CI", "CJ", "CK", "CL", "CM", "CN", "CO", "CP", "CQ", "CR", "CS", "CT", "CU", "CV", "CW", "CX", "CY", "CZ", "DA", "DB", "DC", "DD", "DE", "DF", "DG", "DH", "DI", "DJ", "DK", "DL", "DM", "DN", "DO", "DP", "DQ", "DR", "DS", "DT", "DU", "DV", "DW", "DX", "DY", "DZ", "EA", "EB", "EC", "ED", "EE", "EF", "EG", "EH", "EI", "EJ", "EK", "EL", "EM", "EN", "EO", "EP", "EQ", "ER", "ES", "ET", "EU", "EV", "EW", "EX", "EY", "EZ", "FA", "FB", "FC", "FD", "FE", "FF", "FG", "FH", "FI", "FJ", "FK", "FL", "FM", "FN", "FO", "FP", "FQ", "FR", "FS", "FT", "FU", "FV", "FW", "FX", "FY", "FZ", "GA", "GB", "GC", "GD", "GE", "GF", "GG", "GH", "GI", "GJ", "GK", "GL", "GM", "GN", "GO", "GP", "GQ", "GR", "GS", "GT", "GU", "GV", "GW", "GX", "GY", "GZ", "HA", "HB", "HC", "HD", "HE", "HF", "HG", "HH", "HI", "HJ", "HK", "HL", "HM", "HN", "HO", "HP", "HQ", "HR", "HS", "HT", "HU", "HV", "HW", "HX", "HY", "HZ", "IA", "IB", "IC", "ID", "IE", "IF", "IG", "IH", "II", "IJ", "IK", "IL", "IM", "IN", "IO", "IP", "IQ", "IR", "IS", "IT", "IU", "IV", "IW", "IX", "IY", "IZ", "JA", "JB", "JC", "JD", "JE", "JF", "JG", "JH", "JI", "JJ", "JK", "JL", "JM", "JN", "JO", "JP", "JQ", "JR", "JS", "JT", "JU", "JV", "JW", "JX", "JY", "JZ", "KA", "KB", "KC", "KD", "KE", "KF", "KG", "KH", "KI", "KJ", "KK", "KL", "KM", "KN", "KO", "KP", "KQ", "KR", "KS", "KT", "KU", "KV", "KW", "KX", "KY", "KZ", "LA", "LB", "LC", "LD", "LE", "LF", "LG", "LH", "LI", "LJ", "LK", "LL", "LM", "LN", "LO", "LP", "LQ", "LR", "LS", "LT", "LU", "LV", "LW", "LX", "LY", "LZ", "MA", "MB", "MC", "MD", "ME", "MF", "MG", "MH", "MI", "MJ", "MK", "ML", "MN", "MO", "MP", "MQ", "MR", "MS", "MT", "MU", "MV", "MW", "MX", "MY", "MZ", "NA", "NB", "NC", "ND", "NE", "NF", "NG", "NH", "NI", "NJ", "NK", "NL", "NM", "NO", "NP", "NQ", "NR", "NS", "NT", "NU", "NV", "NW", "NX", "NY", "NZ", "OA", "OB", "OC", "OD", "OE", "OF", "OG", "OH", "OI", "OJ", "OK", "OL", "OM", "ON", "OO", "OP", "OQ", "OR", "OS", "OT", "OU", "OV", "OW", "OX", "OY", "OZ", "PA", "PB", "PC", "PD", "PE", "PF", "PG", "PH", "PI", "PJ", "PK", "PL", "PM", "PN", "PO", "PP", "PQ", "PR", "PS", "PT", "PU", "PV", "PW", "PX", "PY", "PZ", "QA", "QB", "QC", "QD", "QE", "QF", "QG", "QH", "QI", "QJ", "QK", "QL", "QM", "QN", "QO", "QP", "QQ", "QR", "QS", "QT", "QU", "QV", "QW", "QX", "QY", "QZ", "RA", "RB", "RC", "RD", "RE", "RF", "RG", "RH", "RI", "RJ", "RK", "RL", "RM", "RN", "RO", "RP", "RQ", "RR", "RS", "RT", "RU", "RV", "RW", "RX", "RY", "RZ", "SA", "SB", "SC", "SD", "SE", "SF", "SG", "SH", "SI", "SJ", "SK", "SL", "SM", "SN", "SO", "SP", "SQ", "SR", "SS", "ST", "SU", "SV", "SW", "SX", "SY", "SZ", "TA", "TB", "TC", "TD", "TE", "TF", "TG", "TH", "TI", "TJ", "TK", "TL", "TM", "TN", "TO", "TP", "TQ", "TR", "TS", "TT", "TU", "TV", "TW", "TX", "TY", "TZ", "UA", "UB", "UC", "UD", "UE", "UF", "UG", "UH", "UI", "UJ", "UK", "UL", "UM", "UN", "UO", "UP", "UQ", "UR", "US", "UT", "UU", "UV", "UW", "UX", "UY", "UZ", "VA", "VB", "VC", "VD", "VE", "VF", "VG", "VH", "VI", "VJ", "VK", "VL", "VM", "VN", "VO", "VP", "VQ", "VR", "VS", "VT", "VU", "VV", "VW", "VX", "VY", "VZ", "WA", "WB", "WC", "WD", "WE", "WF", "WG", "WH", "WI", "WJ", "WK", "WL", "WM", "WN", "WO", "WP", "WQ", "WR", "WS", "WT", "WU", "WV", "WW", "WX", "WY", "WZ", "XA", "XB", "XC", "XD", "XE", "XF", "XG", "XH", "XI", "XJ", "XK", "XL", "XM", "XN", "XO", "XP", "XQ", "XR", "XS", "XT", "XU", "XV", "XW", "XX", "XY", "XZ", "YA", "YB", "YC", "YD", "YE", "YF", "YG", "YH", "YI", "YJ", "YK", "YL", "YM", "YN", "YO", "YP", "YQ", "YR", "YS", "YT", "YU", "YV", "YW", "YX", "YY", "YZ", "ZA", "ZB", "ZC", "ZD", "ZE", "ZF", "ZG", "ZH", "ZI", "ZJ", "ZK", "ZL", "ZM", "ZN", "ZO", "ZP", "ZQ", "ZR", "ZS", "ZT", "ZU", "ZV", "ZW", "ZX", "ZY", "ZZ".

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT: In the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers (F.B.S.M.) Chapter 17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28, Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

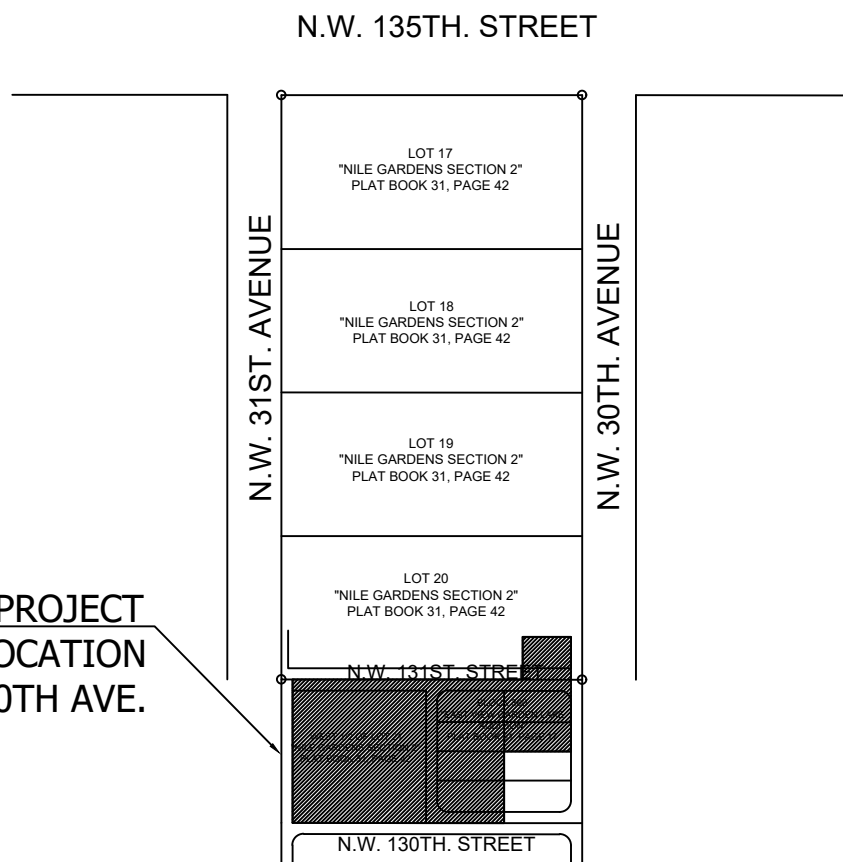
ROYAL POINT LAND SURVEYORS, INC.

LB No. 7282

BY: PABLO ALFONSO, Professional Surveyor & Mapper No. 5680
State of Florida 06/09/2018
Date of Survey
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

NO.	DATE	DESCRIPTION	BY	APP.	DESCRIPTION
RECORD OF REVISION					
DRAWN: J.G.					
CHECKED: P.J.A.					
SCALE: 1" = 30'					
FIELD DATE: 6/12/2018					
FIELD BOOK: PP18-0680					
SHEET: 1					
OF 1 SHEET					
PREPARED FOR: AMDI USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA					
TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT					
L.B.# 7282 6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669					



Site Data Table		
PROJECT NAME:	AMDIA USA, INC.	
SUBDIVISION:	AMDIA USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	<i>Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.</i> <i>TOGETHER WITH:</i> <i>The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.</i> <i>TOGETHER WITH:</i> <i>The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.</i>	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	<u>Required</u>	<u>Provided</u>
Zoning District	Industrial	Industrial
Use	I-2	I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area		166,498 SF (3.82 AC)
Gross Area	2.0 AC	166,498 SF (3.82 AC)
Phase 1		101,595 SF (2.3 AC) (61.1%)
Phase 2		64,903 SF (1.5 AC) (38.9%)
Building Footprint		2,261 SF
Building Coverage		2,261 SF
Building Area (Ex)		4,102 SF
Roofed Area		4,338 SF
Paved Areas		138,684 SF (83%)
Total Impervious Areas		145,283 SF (87%)
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)**	
Proposed	138,684 SF (3.18 AC) (83%)*	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)**	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9" ***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

Limits of Existing Concrete Batching and Finished Concrete Product Production

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 22-58 of the City of Opa-Locka's Land Development Regulations, Ordinance 15-31: "Owners of lands or structures may apply to the City for a variance from the requirements or restrictions of the Land Development Regulations; except that no variance for use or density issues shall be considered"; and

WHEREAS, AMDI USA, Inc. ("Applicant") desires to continue the operation of their concrete batching plant on this eight parcel development site ("Property") in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Applicant seeks to obtain Variance Request approval, in accordance with the City's Code of Ordinances and Land Development Regulations, for the operation of a concrete batching plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330 in the I-2 Zoning District; and

WHEREAS, as indicated on the site plan, this development meets certain applicable zoning standards except it exceeds the 75 percent impervious area coverage, the east setback is less than the required 50-foot and the rear setback is less than the required 25-foot setback; and

WHEREAS, in accordance with the City's Zoning/Land Development Regulations, four (4) variances have been requested by Applicant in order to allow the Property to continue its current operations: (1) variance from Code section 22-153 regarding the location of parking spaces; (2) variance from Code section 22-182(A)(7)(e) regarding the width of the landscape buffer; (3) variance from Code section 22-95

regarding the setback of the existing building; and (4) variance from Code section 22-95 regarding the rear setback of the existing building; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the City's Land Development Regulations and to illustrate all non-conforming aspects of this operation. The Applicant will take steps to mitigate or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the application for the variance requests by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the application for variance requests attached hereto as Exhibit "A".

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL.

Approval of the Variance Requests. The City Commission of the City of Opa-Locka hereby approves a request for the Variances, attached hereto as Exhibit "A", for operation of a Concrete Batching Plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	May 12, 2021		Item Type: (Enter X in box)	Resolution X	Ordinance Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes	No
ILA Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	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, APPROVING THE VARIANCE 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

As indicated on the site plan, this development meets certain applicable zoning standards except it exceed the 75 percent impervious area coverage; the east setback is less than the required 50 feet; and the rear setback is less than the required 25 foot setback. This Variance request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates

1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4753 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings, LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

APPLICANT'S NAME: AMD USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.

Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

☐ Tentative Plat

☐ Final Plat

☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)

☐ Rezoning

☐ Drainage Plan

☐ Fill Permit Request

☐ Preliminary Site Plan Review

☐ Final Site Plan Review

☐ Conditional Use Permit - No Plans

☐ Conditional Use Permit - With Plans

☐ Special Exception - No Plans

☐ Special Exception - With Plans

☐ Development Agreement

☐ Restrictive Covenant

☒ Other - Please specify: Variance with plans

Add any additional information that may be of importance to this request:

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Scaled Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Orozco, 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

13050-NW 30th Ave.

Date

Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code Ordinance 15-31

Page 4 of 5



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached letter dated 4/16/2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun, Esq. 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

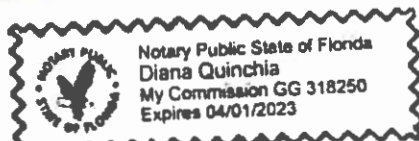
Date

Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional





**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Melanie Brill
Hope Calhoun
Dwayne Dickerson
Ele Zachariades

Matthew H. Scott
Christina Bilenki
Lauren G. Odom

VARIANCE NARRATIVE

AMDI USA, INC., (“Developer”) intends to continue the operation of an existing concrete batching plant and finished concrete production company (“Project”) on property located at 13050 NW 30th Avenue, including unimproved rights of way for portions of NW 130th Street and NW 30th Court (“Property”). All parcels are further identified on the attached and are in the City of Opa Locka (“City”). The Property is zoned I-2 (industrial planned district) and consists of 2 gross acres. Access to Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. NW 131st Street is currently unimproved but will eventually be available for vehicular traffic after the Project is approved.

In accordance with the I-2 zoning regulations, in order for the Property to continue its current operations, 4 variances from the City of Opa Locka Land Development Code (“Code”) are being requested: (1) variance from Code section 22-153 regarding the location of parking spaces; (2) variance from Code section 22-182(A)(7)(e) regarding the width of the landscape buffer; (3) variance from Code section 22-95 regarding the setback of the existing building; and (4) variance from Code section 22-95 regarding the rear setback of the existing building. With these 4 variances in mind (2 of which address existing conditions), the balance of this narrative will address compliance with the variance criteria outlined in Section 22-58 of the Code.

Variance 1. Code section 22-153 (A) regarding the location of parking spaces.

Code requirement: “No parking lot shall be closer than 5 feet behind the front of the building line of an adjacent building.”

Provided Parking: Provide required parking 30 feet from the property line along NW 30th Avenue.

1. The strict application of the regulations of this ordinance would produce undue hardship.

Strict application of the regulations of this ordinance would produce an undue hardship on the Developer, as he is taking ownership of a parcel with an existing condition. The existing condition

has existed for more than 25 years, and modifying this configuration by modifying the placement of the building would be an incredible hardship for the Developer.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The hardship demonstrated by this application is not generally shared by other properties in the same zoning district, in that the Property conditions have existed for more than 25 years. Further, the existing conditions have operated safely since the business has been in operation.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The authorization of such a variance will not be a substantial detriment to the adjacent properties. The benefit of this variance is that the building location and associated parking are set back on the Property in such a manner that other surrounding properties are not impacted, as the parking field is separated from the other properties by an existing right of way (NW 30th Avenue).

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

Such as variance is not contrary to the public interest because the surrounding properties are not impacted. Additionally, the Property has operated with this same condition for a number of years.

5. That the hardship is not self-imposed.

The hardship is not self-imposed in that the current Property owner purchased the land with an existing condition. In fact, submitting this variance application, along with the related development applications is an effort to make the Property conform to the City's existing development code.

6. That the hardship is not financial in nature.

The hardship is not financial in nature. In fact, the Developer could have continued the Property operation in its current state without submitting the pending applications. However, instead of

doing that, the Developer chose to address the conditions on the Property in an effort to improve same, and continue the operation of a viable business.

Variance 2. Code section 22-182(A)(7)(e) regarding the width of the landscape buffer.

Code Requirement: “A buffer area shall be required along boundaries of ...nonresidential ...lots abutting a less intensive use. Such lots shall comply with the following minimum standards: 30-foot buffer between a residential and industrial use”.

Buffer provided: 25-foot buffer between the Property and the closest single-family boundary.

1. The strict application of the regulations of this ordinance would produce undue hardship.

The strict application of the regulations of this ordinance would produce an undue hardship on the Developer because the hardship only relates to a single point on the Property. Denial of this request because of one location could cause the business to close because the Property would be considered non-conforming. Furthermore, the landscape buffer situation is currently existing, and a modification of this existing condition would not be possible while still allowing the Property to operate in a safe manner.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The hardship is not generally shared by other properties in the vicinity because there are not many industrial properties in the area which are close to residentially zoned property.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The authorization of the requested variance will not change the character of the district. In fact, it is unlikely that anyone outside of the Property will notice the one spot on the Property that is not consistent with the Code, therefore there will be no detrimental impact to the adjacent properties.

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

The requested variance is not contrary to the public interest. In fact, as stated above, persons outside of the Property will no likely notice the one buffer area that is not in compliance. Furthermore, the location of a buffer on the Property will serve as an improvement to the area.

5. That the hardship is not self-imposed.

The hardship is not self-imposed in that the Developer purchased property, and the parcel limitations are preexisting. The modification of the land, or the existing building in order to bring this variance into compliance would make the operation of the existing business not feasible.

6. That the hardship is not financial in nature.

The hardship is not financial in nature. In fact, as stated previously, it would be less expensive for the Developer not to bring this variance application forward. This application is being brought forward by the Developer in an effort to allow the Developer to operate the Property, and the related business thereupon to operate with the appropriate City approvals.

Variance 3. Code section 22-95 regarding the setback of the existing building.

Code Requirement: "50-foot side setback from a residential district"

Setback Provided: 43 feet, 5 inches between the existing industrial building and the residential district east of NW 30th Avenue.

1. The strict application of the regulations of this ordinance would produce undue hardship.

Strict application of the regulations of the Code would produce an undue hardship because the building location is an existing condition. As a result, for the building located on the Property to be forced to comply with the Code, the building would have to be demolished. Given the time that the building has been on the Property, and considering that it is a successful business, requiring the demolition of the building in order to comply with an 8 inch discrepancy would really serve as an undue hardship on the Developer.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The existing hardship is not shared with other properties in the vicinity as this is one of the few industrial properties in the area that is close to a residential district. The balance of the residential properties in the area are NOT adjacent to residential properties.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The granting of the variance will not change the character of the district. Specifically, the requested variance is minimal, and is not likely that the minor 8-inch intrusion of the building into the setback will create a detriment to the adjacent properties.

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

The requested variance is not contrary to the public interest in that the existing building only encroaches into the setback by 8 inches. It is unlikely that such an encroachment impacts anyone outside of the Property.

5. That the hardship is not self-imposed.

The hardship is not self-imposed. As previously stated, the Developer purchased the Property in its existing state. The Developer brought this condition to the attention of the City in an effort to create a parcel that is compliance (to the extent possible) with the City's Code.

6. That the hardship is not financial in nature.

The hardship is not financial in nature in that the Developer purchased the Property with the existing building in its current location. The Developer is actually expending more funds by trying to make sure that the City is aware of all non-conformities on the Property, and addressing same.

Variance 4. Code section 22-95 regarding the rear setback of the building.

Code Requirement: "25-foot rear setback is required between a building located on an industrial property and a residential district"

Setback Provided: 3 feet 9 inches between industrial and residentially zoned property.

1. The strict application of the regulations of this ordinance would produce undue hardship.

Strict application of the Code would produce undue hardship in that the specific location of the buildings existing, and the demolition of same WOULD create an undue hardship on the Developer, as the building which is the subject of this request is a part of an existing, successful business operations.

2. That such demonstrated hardship is not shared generally by other properties in the same zoning district and in the same vicinity.

The referenced hardship is not shared with other properties in the vicinity. This situation is unique because if it one of few industrial properties in the area which are adjacent to residentially zoned property. However, it is important to note that the building setback does not meet the Code, it still has not impact on the adjacent residential parcels because of its location on the Property.

3. That the authorization of such variance will not be of substantial detriment to adjacent properties and that the character of the district will not be changed by the granting of the variance.

The authorization of the requested variance will not be a substantial detriment to the adjacent properties. Specifically, although the building encroaches into the required buffer, there do not appear to the any residential units on the property despite the fact that it is zoned as such.

4. Such variance is not contrary to the public interest or to the stated purpose of the ordinance.

The granting of the variance is not contrary to the public interest. Specifically, the encroachment will not be noticed by anyone outside of the Property.

5. That the hardship is not self-imposed.

The hardship is not self-imposed in that the Developer purchased the Property with the existing building in its current location. To that end, the Developer is making these applications to the City in an effort to bring same into conformity with the Code.

6. That the hardship is not financial in nature.

The hardship is not financial in nature. The Developer has submitted this variance application in an effort to allow an existing business to operate in the City and operate within the bounds of the appropriate approvals.

As a result of the forgoing, the Developer respectfully requests the granting of the requested variances.

Thank you.

4753



AMD USA INC.
13050 NW 30th AVENUE
OPA LOCKA, FL 33054
305-200-4778

Bank of America.



ACH R/T 083100277

63-27/631



08/05/2020

PAY TO THE
ORDER OF

City of Opa Locka

\$ **1,360.00

One Thousand Three Hundred Sixty and 00/100*****

DOLLARS

City of Opa Locka
780 Fisherman St Suite 120
Opa Locka, FL 33054



[Signature]
AUTHORIZED SIGNATURE

MEMO

Variances Review Application

⑈004753⑈

AMD USA INC.

City of Opa Locka
61000 - Business Licenses and Permits Variances Review Application

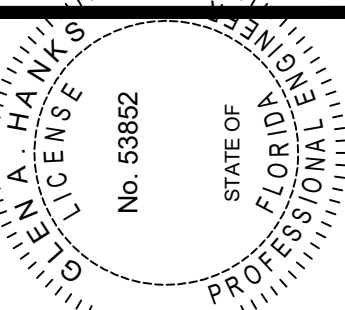
08/05/2020

4753

1,360.00

Security features. Details on back.





This item has been digitally signed and sealed by Glen A. Hanks, P.E. on the date adjacent to the seal using the SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

FLORIDA
Opal-Locka

AMD USA Inc.
13050 NW 30th AVENUE
SITE PLAN

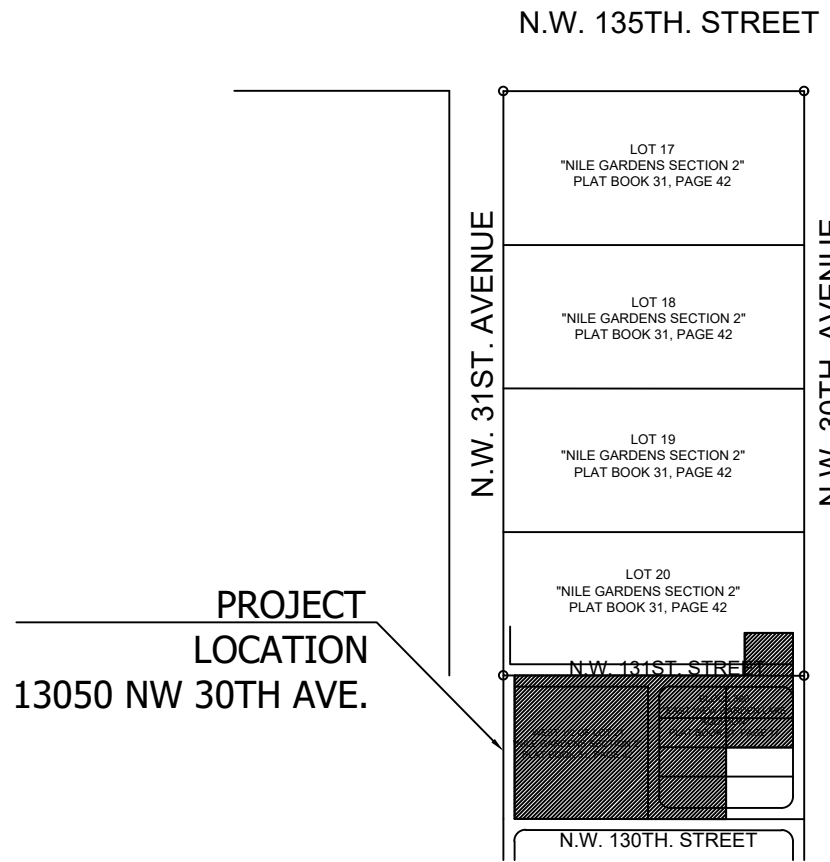
JOB NO: 180201

SCALE: 1" = 30'

Sheet No:
SP-1

NOT TO BE FILED FOR RECORD UNLESS SIGNED, DATED AND EMBOSSED WITH THE SIGNED SEAL OF GLEN A. HANKS, P.E. No. 53852, FLORIDA P.E. # 53852 FOR THE FIRM

LOCATION MAP



PROJECT LOCATION
13050 NW 30TH AVE.

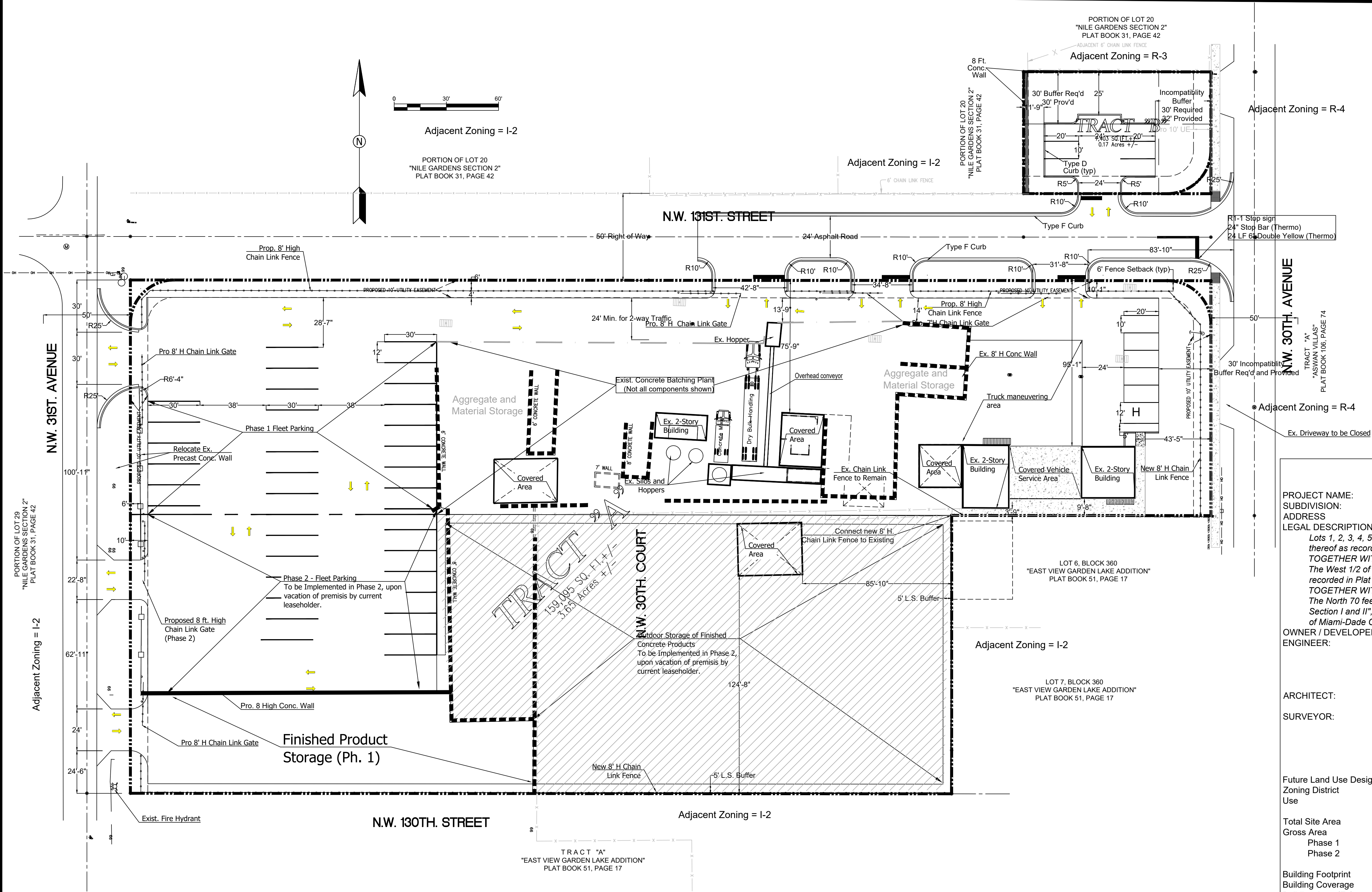
Site Data Table

PROJECT NAME:	AMD USA, INC.	
SUBDIVISION:	AMD USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	Required Industrial I-2	Provided Industrial I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area	166,498 SF (3.82 AC)	
Gross Area	166,498 SF (3.82 AC)	
Phase 1	101,595 SF (2.3 AC) (61.1%)	
Phase 2	64,903 SF (1.5 AC) (38.9%)	
Building Footprint	2,261 SF	
Building Coverage	2,261 SF	
Building Area (Ex)	4,102 SF	
Roofed Area	4,338 SF	
Paved Areas	138,684 SF (83%)	
Total Impervious Areas	145,283 SF (87%)	
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)*	
Proposed	138,684 SF (3.18 AC) (83%)*	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)**	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9"***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

* Special Exception Approval Required

**Existing Non-conforming site feature

***Existing Non-conforming allowed to remain



LEGAL DESCRIPTION:

Tracts A and B of the AMD USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

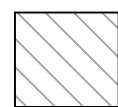
TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

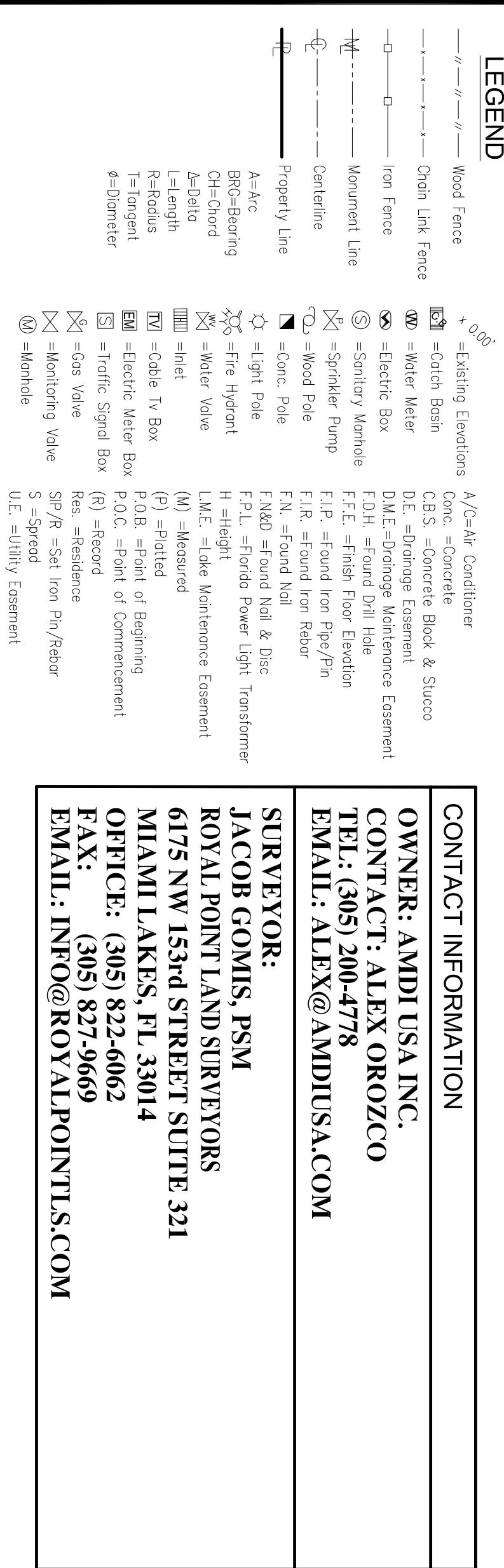
Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and Finished Concrete Product Production

“AMDI USA TRACT”

" Nile Gardens Section 2



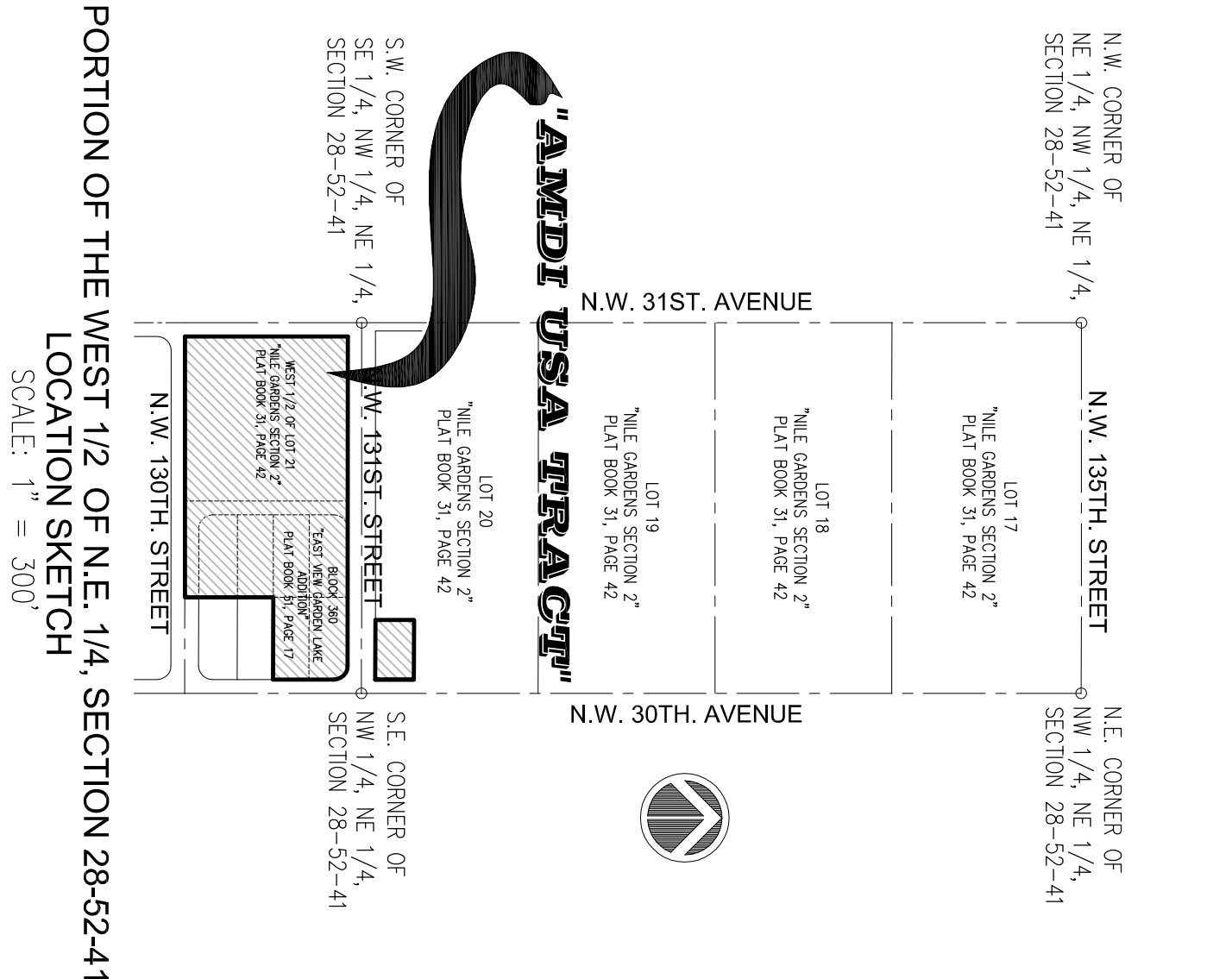
lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	25.00'	89°57'43"	39.25'	24.98'	35.34' S44-56-55E
C2	25.00'	90°02'17"	39.29'	25.02'	35.37' S45-01-05W
C3	25.00'	89°57'43"	39.25'	24.98'	35.34' S44-58-55E

Property Address: 13050 NW 30th AVENUE, OPA LOCKA, FL 33054
Tax Folio #08-2128-002-0020
Tax Folio #08-2128-002-0030
Tax Folio #08-2128-002-0040
Tax Folio #08-2128-002-0050

1 - Present Zoning: I-2 (Industrial Planned District)

Survey Performed By:
ROYAL POINT LAND SURVEYORS INC.



- 1) The legal decision to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- 2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances OPINION OF TITLE.
- 3) An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's No. 01-2009-00895, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this instrument, if any found in the Public Records of this County.

[illegible]



ROYAL POINT
LAND SURVEYORS, INC.
L.B.# 7282

6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */* 305-698-9468 FAX.305-827-9669

PREPARED FOR: AMD I USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA	TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT
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The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE: Prayer was led by Board Member Tydus and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. APPLICANT NAME: ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels (verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”.
Board member Mangham second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	N/A (Audio Issues)

6. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-1.

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

***No questions but there was one Public Comment.**

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

PLANNING & ZONING BOARD

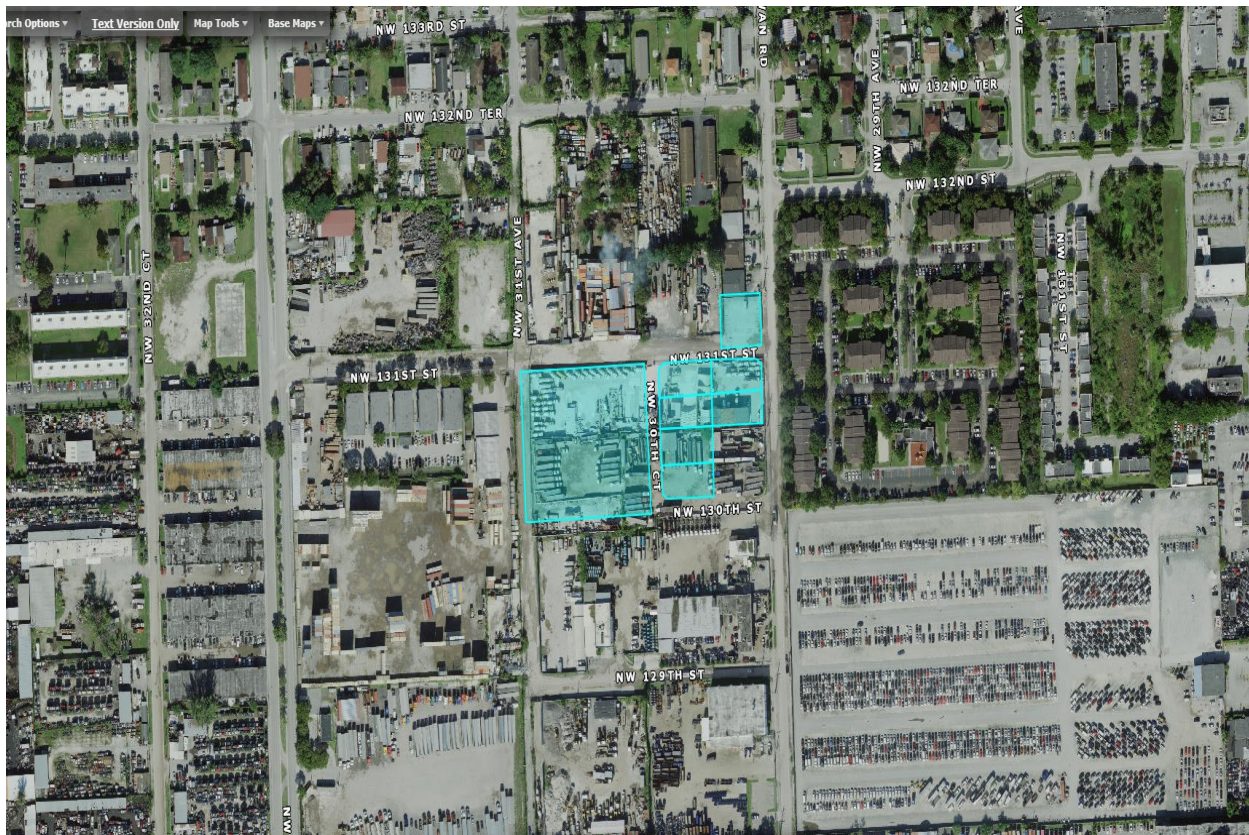
NOVEMBER 17TH
2020



CONCRETE BATCHING PLANT FACILITY: Variance Request APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 1 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 2 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 3 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 4 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 5 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 8 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28-29 52 41 2.37 AC M/L NILE GARDENS SEC 2 PB 31-42 W1/2 LOT 21 LOT SIZE 103366 SQ FT OR 13931-106 1188 2

NILES GDNS SEC 2 PB 31-42 N70FT OF S95FT OF E107.675 OF LOT 20 LOT SIZE 7537 SQUARE FEET OR 21265-3793 1202 4

- The proposed project consists of the assemblage of eight parcels, listed above, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco according to the Miami-Dade County Property appraiser's website. The subject development site includes the properties listed and a portion of NW 130 Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulation and Miami-Dade County Code of Ordinances.



← SOUTH NW 30th Ave /Aswan Road NORTH →



Figure 1: Google Street View: West View on NW 131 Street



Figure 2: Google Street View: South View on NW 30 Avenue

II. Project Details

- **Applicant's intent**

The Applicant, AMDI USA, Inc. intends to come into compliance with City of Opa-locka Land Development Regulations and to begin that process has submitted four development requests: 1. Variance Request for Rear Setback, Setback from residential zoned property and 30 foot buffer requirement; 2. Special Exception Site Plan Review; 3. Tentative Plat Review; 4. Development Agreement Review.

The applicant, ADMI USA, Inc., has been in business since 2008 and operating from 13050 NW 30th Avenue since 2014 according to Division of Corporation records and filings. According to City of Opa-locka Business & License Department records this business began its operation at 13050 NW 30 Avenue in 2017 under the business name AMDI USA, Inc.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	AMDI USA, Inc..	
Folio Number (s)	Opa-locka: 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380;	
Address Location	13050 NW 30 th Avenue	
Building (s) Footprint	Building Footprint/Building Coverage	2,261 SF
	Roofed Area	4,102 SF

Floor Area Ratio	Greenspace/Landscape Area – 21,215 SF		
	<1.0 FAR .023		
Zoning	I-2 – Industrial Planned		
Zoning Code Consistency	The proposed use for a Concrete Batching Plant and Finished Concrete production Company Facility is consistent with the I-2 Zoning Code if approved by Special Exception Criteria.		
Existing Land Use	Concrete Batching Plant		
Future Land Use Designation	I-2 Industrial Planned		
Comprehensive Plan Consistency	The proposed use for Concrete Batching Plant and Finished Concrete Production Company Facility is consistent with the Comprehensive Plan with the requested property having a zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	75'9" Feet Storage Bldg.	YES
	25 Feet	94'5" Feet Office Bldg.	YES
Rear	25 Feet	3'9" Feet	No
Side Interior	0 Feet	3'4" Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30 foot landscaped buffer)	43'5"	No
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	75%	138,684 (83%)	No
(Max Impervious Area)			
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	166,498 SF or 3.82 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 2 Stories/ Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	7,537 SF	4,450 sq. ft.	No
Landscaping	Total Landscaping Area	21,215 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. <u>-10 spaces required including 1 H/C</u>	Office Bldg. 4,102 SF Parking Lot: 4,450 SF Total Space Provided: 13 Total Spaces 12 Regular Spaces 1 Handicapped Spaces	YES

Landscape/ Pervious Lot Coverage Notification Requirement			
	10% minimum required pervious	17% provided	YES
Local Government Action Required	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, October 7th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17th, 2020. - City Commission Meeting: TBD		
	The City Commission must review this tentative plat and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		



Google Street View: South View of property on NW 31 Ave

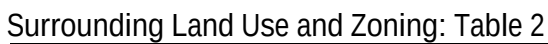


Google Street View: East View of property on NW 131 Street

- Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial properties to the west and industrial uses to the north and South with ingress and egress to the site on NW 131st Street.
- No Sidewalk alongside the north edge of the Property on NW 131st Street, or the west edge on NW 31st Avenue.
- Across the street, (West of) from Aswan Villas, a multi-family residential development.
- Property is currently utilized as a concrete batching and finished concrete production company facility.



Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Industrial/Residential	Industrial/Residential	I-2/ R-3
South	Industrial	Industrial	I-2
East	Residential	ROW (30 th Avenue)/ Residential	R-4
West	Industrial	Industrial	I-2

- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- Findings:
 - The proposed development use 'Concrete Batching Plant and Finished Concrete Production Company Facility' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses
- Tree Preservation: Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

 - **Findings:**
 - The Applicant is proposing to include landscaping at 21,215 square feet. (*Please see attached Landscape Plan for Trees detailed information*).
- Fence: All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134., however if additional walls, fences or hedges are installed they shall also comply with the requirements of this Section.
 - **Findings:**
 - The Applicant is may install a fence or a wall in accordance with the LDR.
- Future Land Use: Industrial (Communications, water and sewer facilities, electrical as needed).
 - **Findings:**
 - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES
- I-2 (Industrial Planned) Permitted Uses: Project Specific: *Concrete Batching Plant and Finished Concrete Production Company Facility*

COMPLIES

 - **Findings:**
 - According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for Cement and clay products production which is permitted within an I-2 zoning district. This request is for Tentative Plat Approval.
- Community Comments/Petitions: The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
 - Findings: The Planning and community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Variance Request 2. Special Exception Site Plan Review 3. Tentative Plat
4. Development Agreement
 - Application(s) submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, November 17th, 2020

IV. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**

- N/A
- 3. **Police:**
 - N/A
- 4. **Community Redevelopment Agency (CRA):**
 - N/A
- 5. **City Manager's Office (CMO):**
 - N/A
- 6. **Code Enforcement:**
 - N/A
- 7. **City Attorney's Office:**
 - Development Agreement under review
- 8. **Public works:**
 - N/A
- 9. **Inter-jurisdictional Review:**
 - N/A

V. Staff Recommendation:

- Staff recommend approval of this Tentative Plat pending the review and the following other approvals:
 - Must comply with Miami-Dade County Tentative Plat Procedures, Chapter 28.
 - Any other applicable agencies or entities as required by Miami Dade County Code Chapter 28
 - Address all Miami-Dade County's input/recommendations as appropriate
 -

VI. Attachments:

- Site Plan

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2020-11-17-03,

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: ADMI FOR TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 11-17-2020
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / __
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Concrete Batching Plant and Finished Concrete Production Company Facility.

"ALL EXISTING, PROTECTED TREES WILL REMAIN AND BE PROTECTED DURING CONSTRUCTION" (BY GENERAL CONTRACTOR)

LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

NOTE:

1. LANDSCAPE CONTRACTOR SHALL CALL THE LANDSCAPE ARCHITECT FOR A FINAL COMPLIANCE INSPECTION 72 HOURS MINIMUM REQUEST BEFORE INSPECTION IS SCHEDULED, CALL (561)758-7707 AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

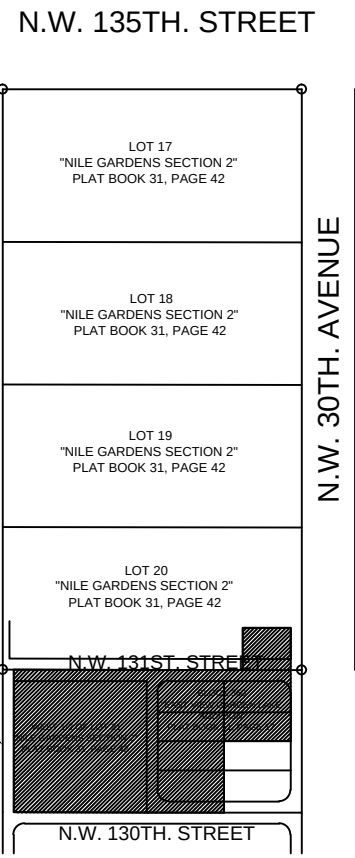
Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Limits of Existing Concrete Batching and Finished Concrete Product Production

Adjacent Zoning = I-2

LOCATION MAP



PROJECT LOCATION
650 NW 30TH AVE.

NOTE:

ALL NEW TREES/PALMS SHALL BE INSTALLED IN COMPLIANCE WITH "FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE"

TREE BARRICADE NOTES:

- ALL EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY.
- EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.
- NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED INSIDE TREE BARRICADES.
- TOPSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE (SEE SOIL PLANTING SPECIFICATIONS).
- TREE REMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.
- ALL PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO GOOD NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN ROOT PRUNED. FILL TRENCH WITH FIBROUS MATERIAL, SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TORN ROOTS SHALL BE TRIMMED TO SOLID WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND. LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TEMPORARY IRRIGATION EVERYDAY FOR THE FIRST MONTH THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE. TRANSPLANT TREES W/ 60" TREE SPACE, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 BIGGER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH , OR SLIGHTLY HIGHER (+ - 1") THAN THE FINISHED GRADE.
- PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE, HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).
- A TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION OR UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.
- LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.
- CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

TREE BARRICADE DETAIL

A 3'x2"x2"
B SNOW FENCE (TYP.)
C 4'-5'

LANDSCAPE PLAN

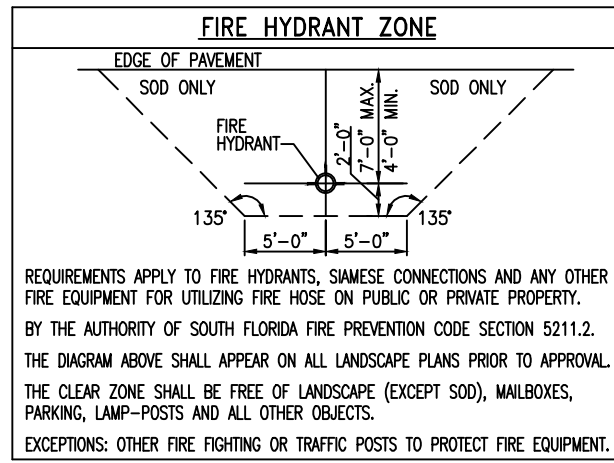
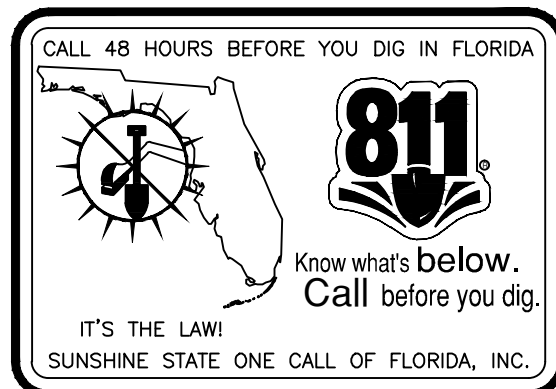
SCALE: 1" = 30'-0"

DROUGHT TOLERANCE= SFWM
* MODERATE
** VERY

FLORIDA -FRIENDLY LANDSCAPING & DESIGN SHALL BE UTILIZED GREEN BUILDING ORDINANCE REQUIRED SECTION 151.153#16 80% OF PLANTS, TREES, AND GRASSES PER "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RECOMMENDATIONS (LATEST EDITION).

LANDSCAPE LEGEND

DROUGHT TOLERANCE	NATIVE	CODE	AMOUNT	BOTANICAL NAME / COMMON NAME	SIZE	REMARKS
**	YES	LIV	35	QUERCUS VIRGINIANA/ "HIGHRISE" LIVE OAK	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	ILE	18	ILEX CASSINE / DAHOON HOLLY	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	SAB	12	SABAL PALMETTO / CABBAGE PALM	14'-16'-18" C.T.	F.G. 12"-14" CALIPER
**	YES	CON	33	CONOCARPUS SERICEUS / SILVER BUTTWOOD	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	NO	LAG	13	LAGERSTROEMIA INDICA / CRAPE MYRTLE	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	YES	CHR	865	CHRYSOBALANUS ICACO / "GREEN COCOPLUM"	24"x18" 3 GAL	24" O.C. (FULL TO BASE)
**	YES	VOM	100	ILEX VOMITORIA / YAUPOIN HOLLY	14"x12" 3 GAL	24" O.C. FULL



LANDSCAPE LEGEND CHAPTER 18A - ORDINANCE 98-13			
ZONE DISTRICT: INDUSTRIAL I-2 (INDUSTRIAL PLANNED) CEMENT AND CLAY PRODUCTS*-SEE SP-1	NET LOT AREA	166,498.00(SQ.FT.)	ACRES 3.82
OPEN SPACE			
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED ON SITE PLAN:	REQUIRED	10.00%	13.00%
NET LOT AREA= 166,498.00 S.F. X 10%= 16,649.80 S.F.			
B. SQUARE FEET OF PARKING LOT OPEN SPACE REQUIRED BY SECTION 8.2, AS INDICATED ON SITE PLAN:	REQUIRED	130	130
NUMBER OF PARKING SPACES 13 X 10 S.F. PER PARKING SPACE=			
C. TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY SECTION 8.2: A+B=	16,779.80	21,215.00	
LAWN AREA CALCULATION			
A. 16,779.80 TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY ORD. 11000:	16,779.80	21,215.00	
A. MAXIMUM LAWN AREA (SOD) PERMITTED= .20% X 3,355.96 S.F.	3,355.96	3,355.96	
TREES			
A. NUMBER OF TREES REQUIRED PER NET LOT ACRE, LESS EXISTING NUMBER OF TREES MEETING MINIMUM REQUIREMENTS=	57	71	
15 TREES X 3.82 NET LOT ACRES=NUMBER OF EXISTING TREES (55)=			
B. % PALMS 2:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	54	12	
% PALMS 1:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	27	0	
C. % NATIVES REQUIRED: NUMBER OF TREES PROVIDED X 30%=	27	72	
D. % DROUGHT TOLERANT AND LOW MAINTENANCE: NUMBER OF TREES PROVIDED X 20%=	18	72	
E. STREET TREES (MAXIMUM AVERAGE SPACING OF 35' O.C.): 875.00 LINEAR FEET ALONG STREET/35=	25	25	
F. STREET TREES LOCATED DIRECTLY BENEATH POWER LINES (MAXIMUM AVERAGE SPACING OF 25' O.C.): 208 LINEAR FEET ALONG STREET/25=	8	9	
SHRUBS			
A. NUMBER OF SHRUBS REQUIRED: NUMBER OF TREES REQUIRED X 10=	900	965	
B. % NATIVE SHRUBS REQUIRED: NUMBER OF SHRUBS PROVIDED X 30%=	270	965	
C. % DROUGHT TOLERANT AND LOW MAINTENANCE REQUIRED: NUMBER OF SHRUBS PROVIDED X 20%=	180	965	

THANKS
consulting
Engineers, Inc.

7522 wiles rd., ste 203-B
coral springs, fl 33067
phone:954-752-8860
EB#26034

RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS
2020-02-13 City Comments
2020/8/28 Updated Survey

Michael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:30:06 -0400
14417 STIRROF LANE
WELLINGTON, FL 33414
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LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL- rb@richardbartlettlandscape.com

AMD USA Inc.

13050 NW 30th AVENUE
LANDSCAPE PLAN

JOB NO.: 180201
REV: 10-10-2147
SCALE: 1" = 30'

Sheet No:
L-1

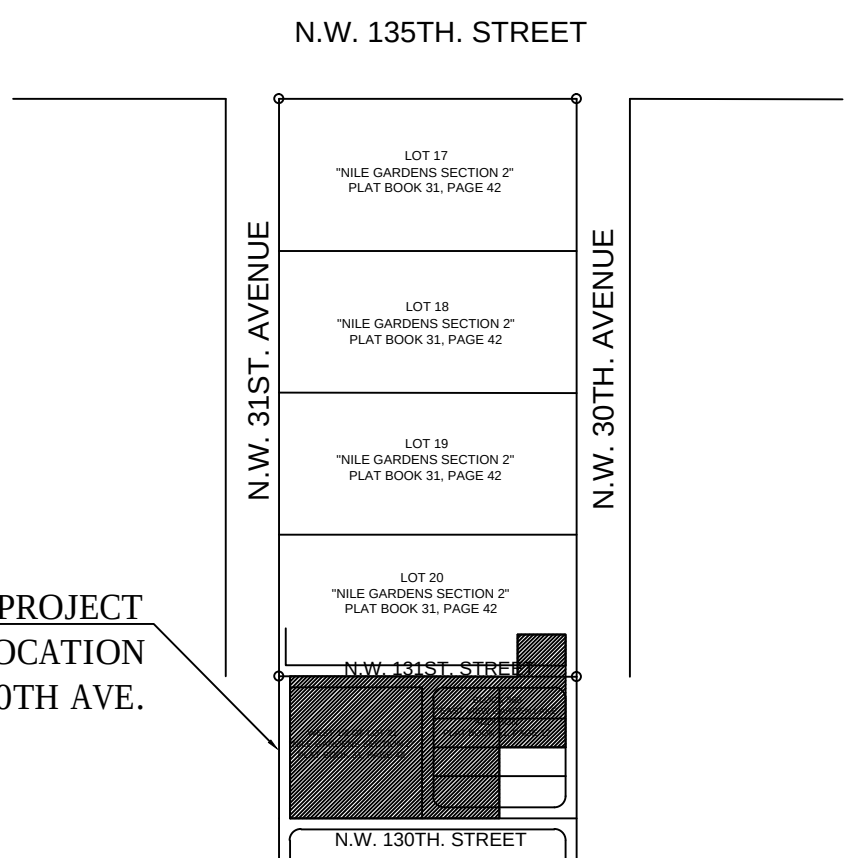
NOT TO BE FILED FOR RECORDS UNLESS SIGNED, DATED AND APPROVED WITH THE SEAL OF GLEN A. HANKS, FLORIDA P.E. #153652 FOR THE FIRM

Mich ael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:34:23 -04'00'
SEAL

RICHARD BARTLETT LANDSCAPE, INC.
14417 STIRRUP LANE
WELLINGTON, FL 33414
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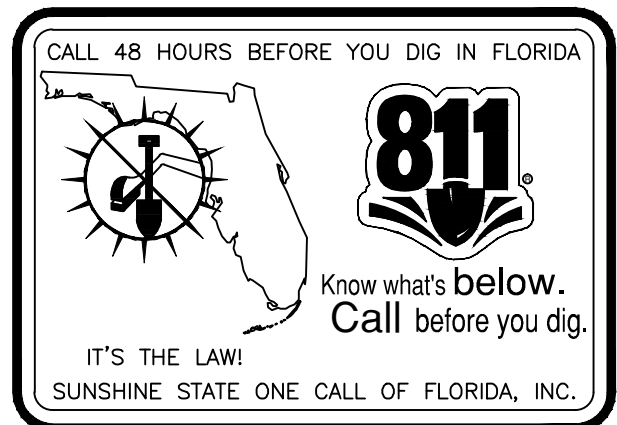
LOCATION MAP



PROJECT LOCATION
ON NW 30TH AVE.

IRRIGATION LEGEND				
TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
■	CENTER STRIP - 4' CST	4'x30"	1.20	.68 IN/H
■	HALF - 15' H	15' RAD	2.00	1.29 IN/H
■	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
■	END STRIP - 4' EST	4'x15'	0.60	.34 IN/H
■	TORO SERIES S700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
■	SIDE STRIP - 4' SST	4'x30'	1.45	.75 IN/H
■	FULL - 15' F	15' RAD	4.00	1.95 IN/H
■	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
■	3 HP STARITE SELF PRIMING PUMP, MODEL #DHJ, DELIVERING 75 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP START			
■	TORO SERIES LOW VOLTAGE CONTROL VALVES 2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
---	2 1/2" SCH. 40 PVC MAIN LINE AS SHOWN			
■	RAIN BIRD ESP-SMT® WATER SENSE CERTIFIED 12 ZONE TIME CONTROLLER RAIN SWITCH READY 220/240 VOLT			
■	TORO RAIN SWITCH MODEL # 850-74			
■	3" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
■	RUST CONTROLL DEVICE-SEE SPECIFICATIONS SHEET=DETAIL #1			

SEE DETAIL #1 ON SPECIFICATION SHEET												
ZONE	1	2	3	4	5	6	7	8	9	10	11	12
# HEADS	51	23	26	28	24	37	27	27	10	-	-	-
G. P. M.	67.80	56.00	63.00	64.00	62.00	72.00	63.00	55.00	65.00	-	-	-



NOTE: ZONE RUN TIME ACTIVITY SHALL BE 25 MINUTES FOR THE FIRST 30 DAYS (EXCEPT FRIDAYS) FOR THE ESTABLISHMENT OF THE PLANT MATERIALS, AFTER THE ESTABLISHMENT OF PLANT MATERIAL THE ZONES SHALL RUN A MAXIMUM OF 20 MINUTES EACH ZONE TWICE WEEKLY OR AS DIRECTED BY THE "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RESTRICTION REQUIREMENTS.

AMD USA Inc.

13050 NW 30th AVENUE
IRRIGATION PLAN

JOB NO: 180201
Pߝ10-2147
SCALE: 1" = 30'

Sheet No:
L-2

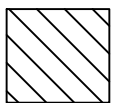
IRRIGATION PLAN

SCALE: 1" = 30'-0"

NOTES

- LANDSCAPE CONTRACTOR TO PROVIDE LAWN IRRIGATION SYSTEM GUARANTEEING 100% COVERAGE AND 50% OVERLAP TO ALL LANDSCAPE AREAS AS REQUIRED. SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR DEVICE, AND RUST CONTROL DEVICE FOR RUST FREE WATER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC LAWN IRRIGATION SYSTEM USING POP UP HEADS; SYSTEM SHALL GUARANTEE 100% COVERAGE & A 50% MIN. OVERLAP; SYSTEM SHALL HAVE A RAIN SENSOR DEVICE THAT WILL OVERRIDE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. HOURS OF OPERATION SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY; OR ANY RESTRICTIONS BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.
- WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ONTO IMPERVIOUS SURFACES AND/ OR BE DESIGNED OR INSTALLED TO THROW WATER OVER AN IMPERVIOUS SURFACE SUCH AS A SIDEWALK, DRIVE, ETC..
- GENERAL CONTRACTOR TO SUPPLY AND INSTALL SLEEVES AS SHOWN AND PROVIDE ELECTRICAL HOOK-UP AS REQUIRED.
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PBC V-A-1:
PIPE SIZE (INCHES) DEPTH OF COVER (INCHES)
1/2-2 1/2 18"-24"
3-5 24"-30"
6 AND LARGER 30"-36"
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION. ALL RISERS SHALL BE PAINTED FLAT BLACK IF APPROVED.
- IRRIGATION CONTRACTOR TO SELECT NOZZLE SIZE BASED ON INTENDED THROW WITHIN 25% OF MAXIMUM DESIGN THROW.
- CONTRACTOR TO PRESSURE TEST WATER SERVICE UP TO EACH ZONE VALVE IN THE IRRIGATION SYSTEM; MAIN LINE SHALL BE LEFT EXPOSED FOR VISUAL OBSERVATION PRIOR TO BACKFILL AND REQUIRED APPROVAL BY CITY OF OPA LOCKA. CALL CITY OF OPA LOCKA FOR REQUIRED INSPECTIONS.
- CONTRACTOR TO PROVIDE BUBBLERS AT ALL NEW TREE/PALM LOCATIONS; FIELD VERIFY LOCATIONS AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and Finished Concrete Product Production

LEGAL DESCRIPTION:

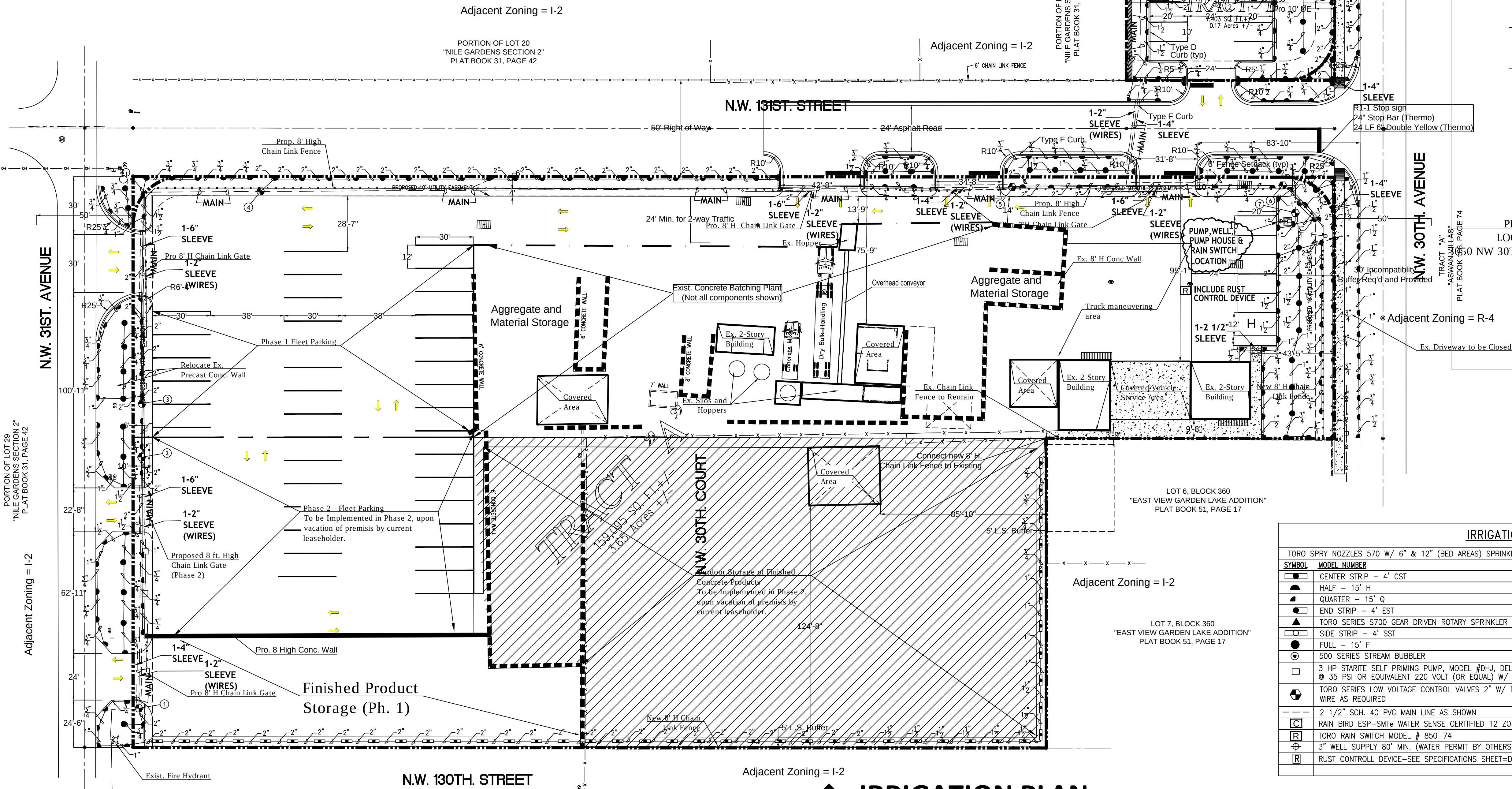
Tracts A and B of the AMD USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.



Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Adjacent Zoning = R-3

Adjacent Zoning = R-4

LOCATION MAP

N.W. 135TH. STREET

N.W. 31ST. AVENUE

N.W. 30TH. AVENUE

N.W. 130TH. STREET

N.W. 130TH. STREET

PROJECT LOCATION
ON NW 30TH AVE.

N.W. 30TH AVENUE

Adjacent Zoning = R-4

Ex. Driveway to be Closed

Adjacent Zoning = I-2

LOT 7, BLOCK 360
"EAST VIEW GARDEN LAKE ADDITION"
PLAT BOOK 51, PAGE 17

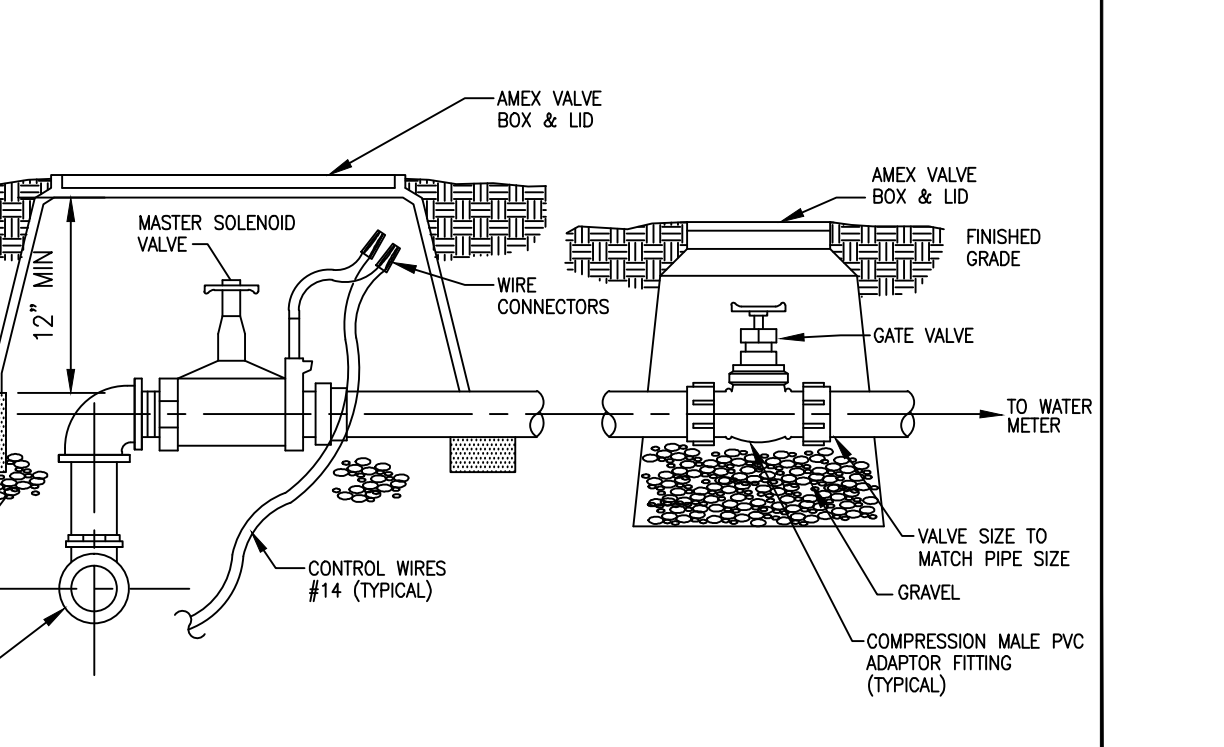
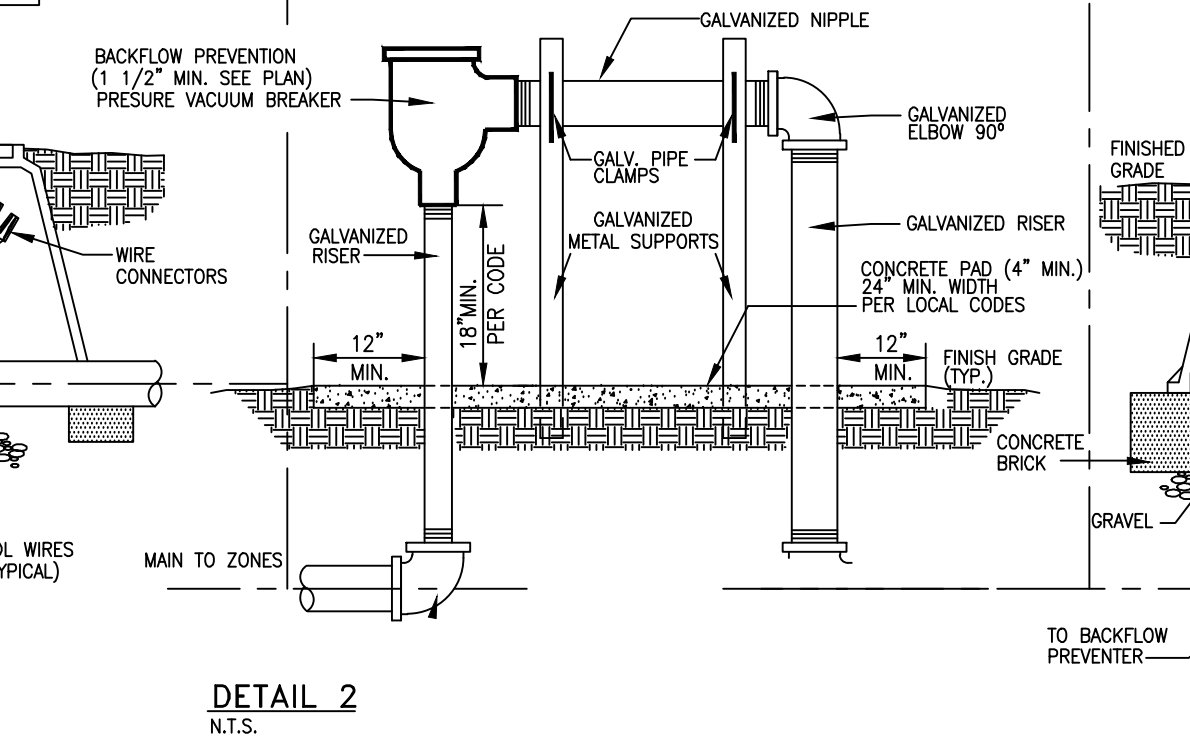
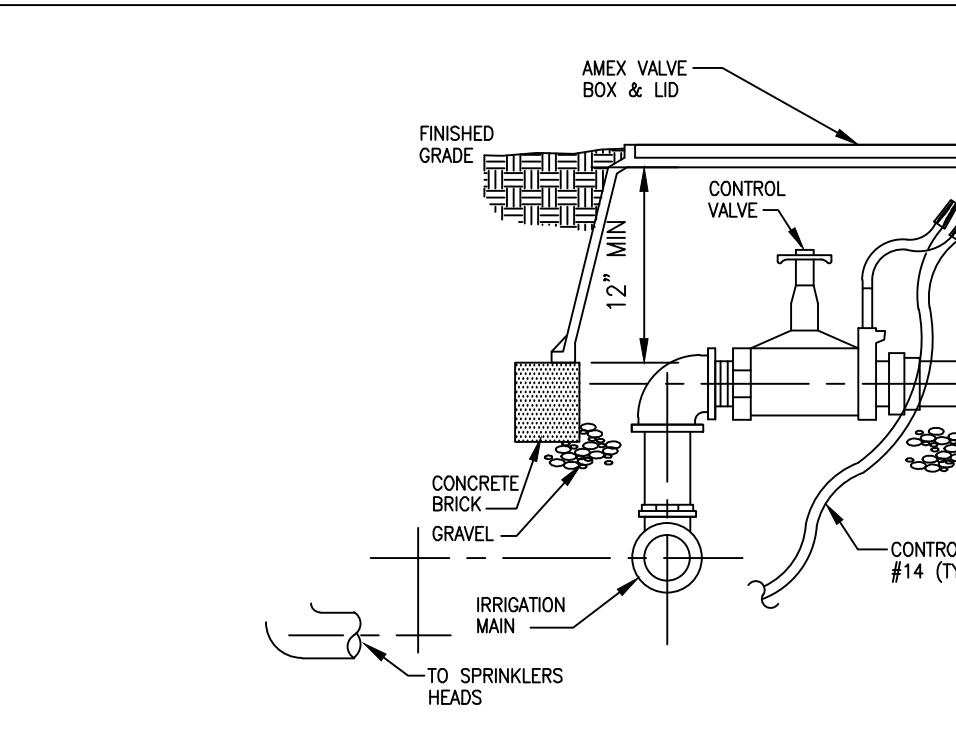
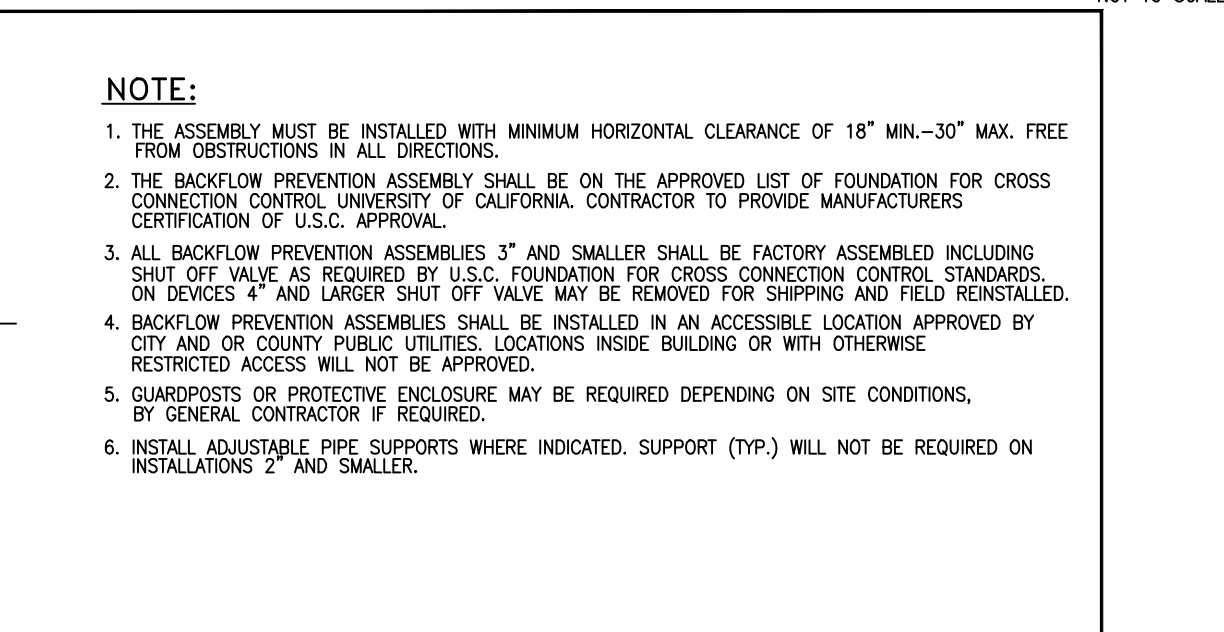
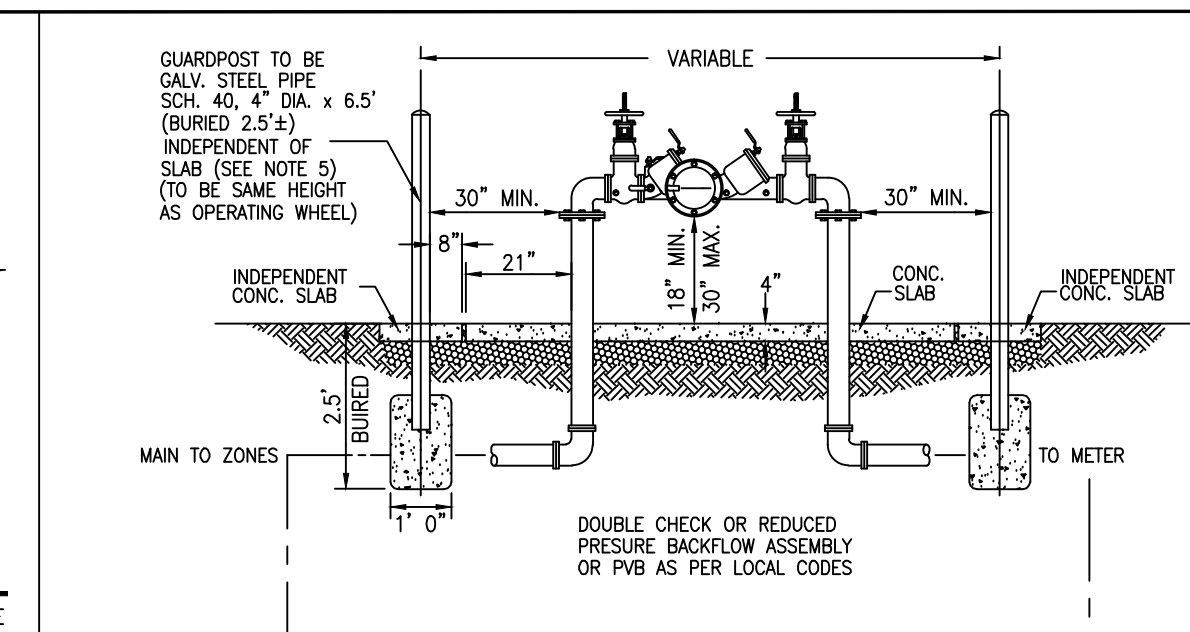
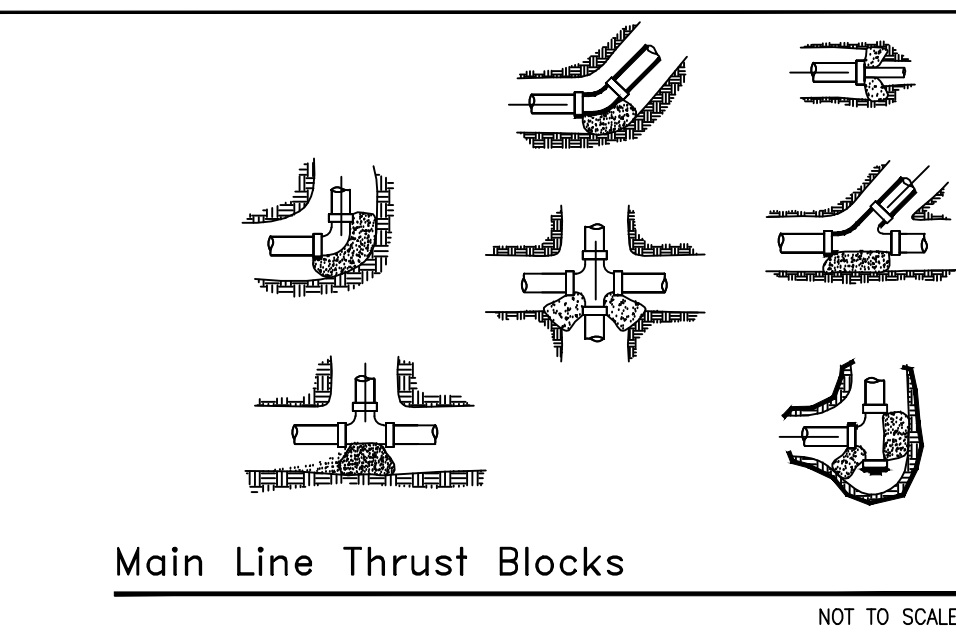
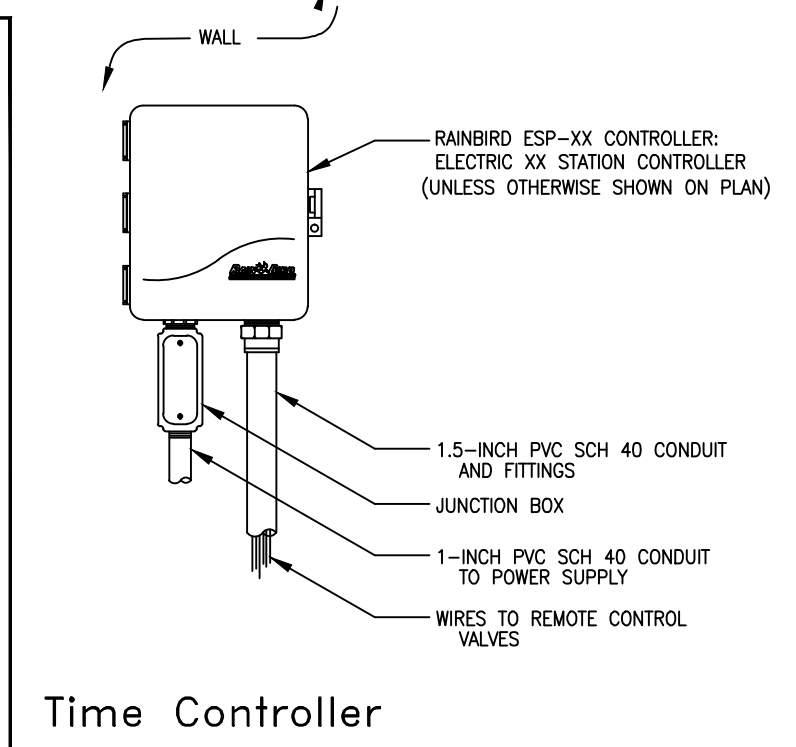
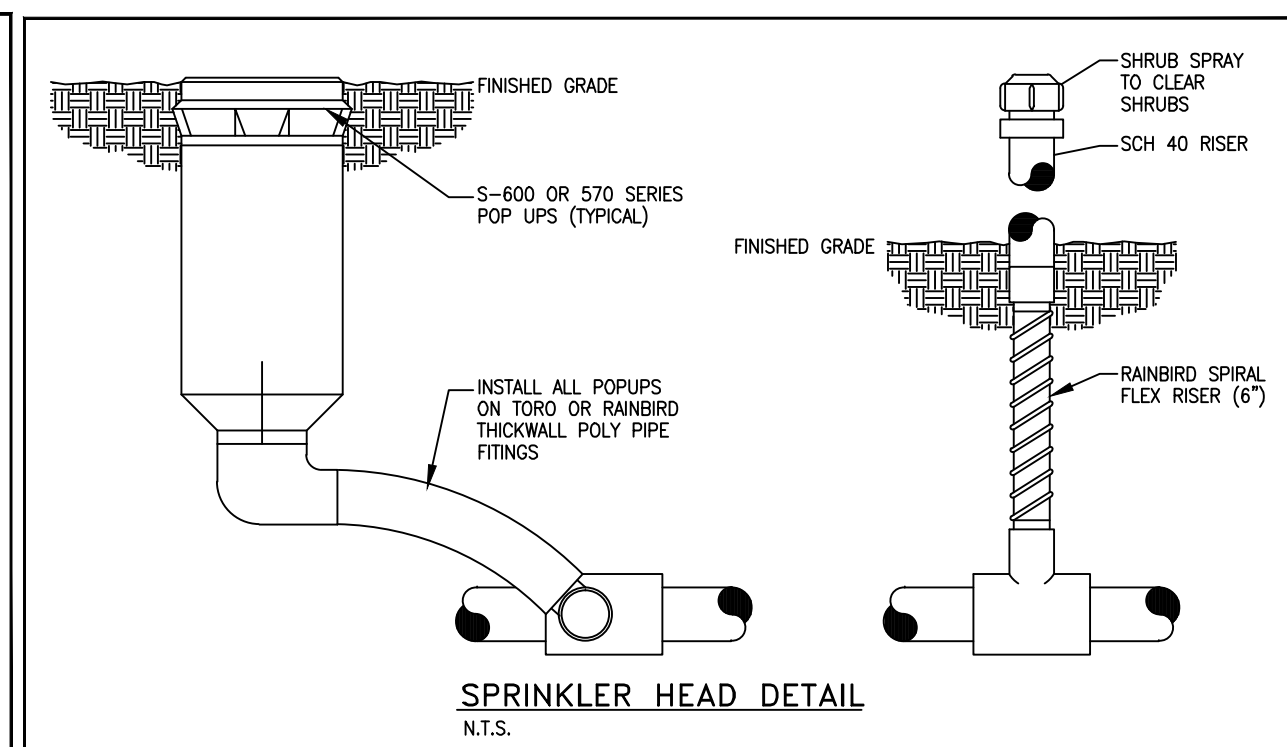
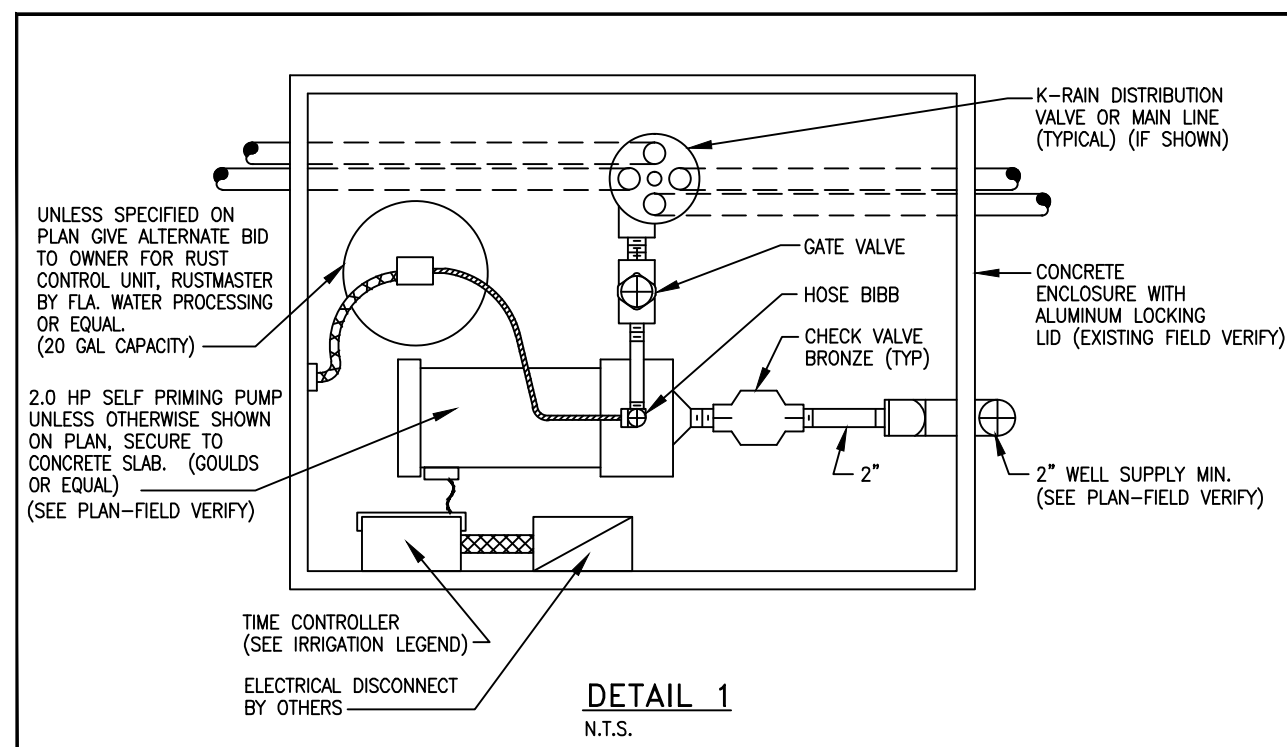
Adjacent Zoning = I-2

N.W. 130TH. STREET

TRACT "A"
"EAST VIEW GARDEN LAKE ADDITION"
PLAT BOOK 51, PAGE 17

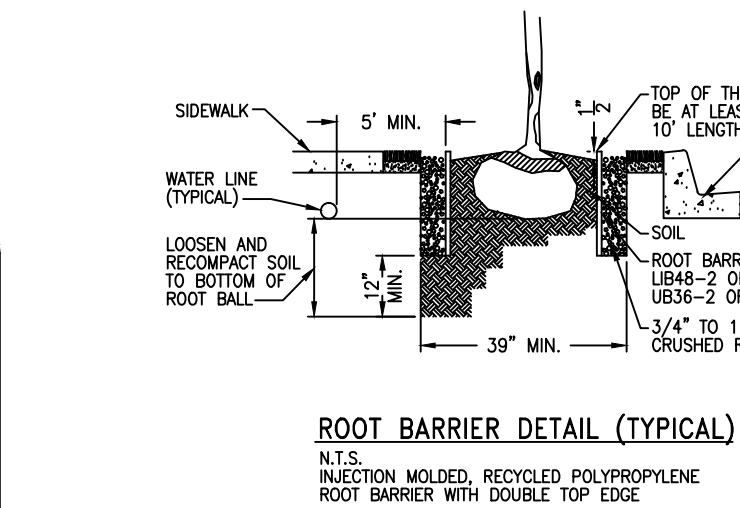
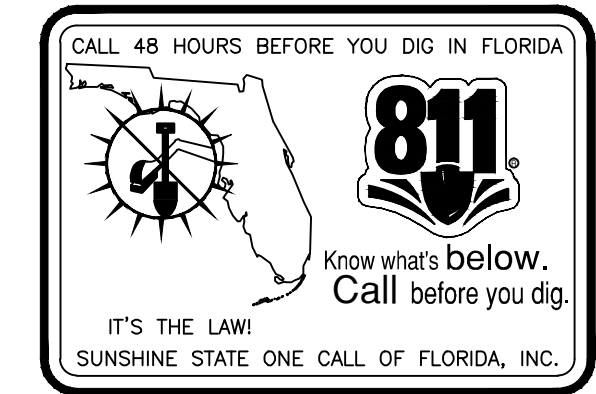


SCALE: 1" = 30'-0"



IRRIGATION SPECIFICATIONS

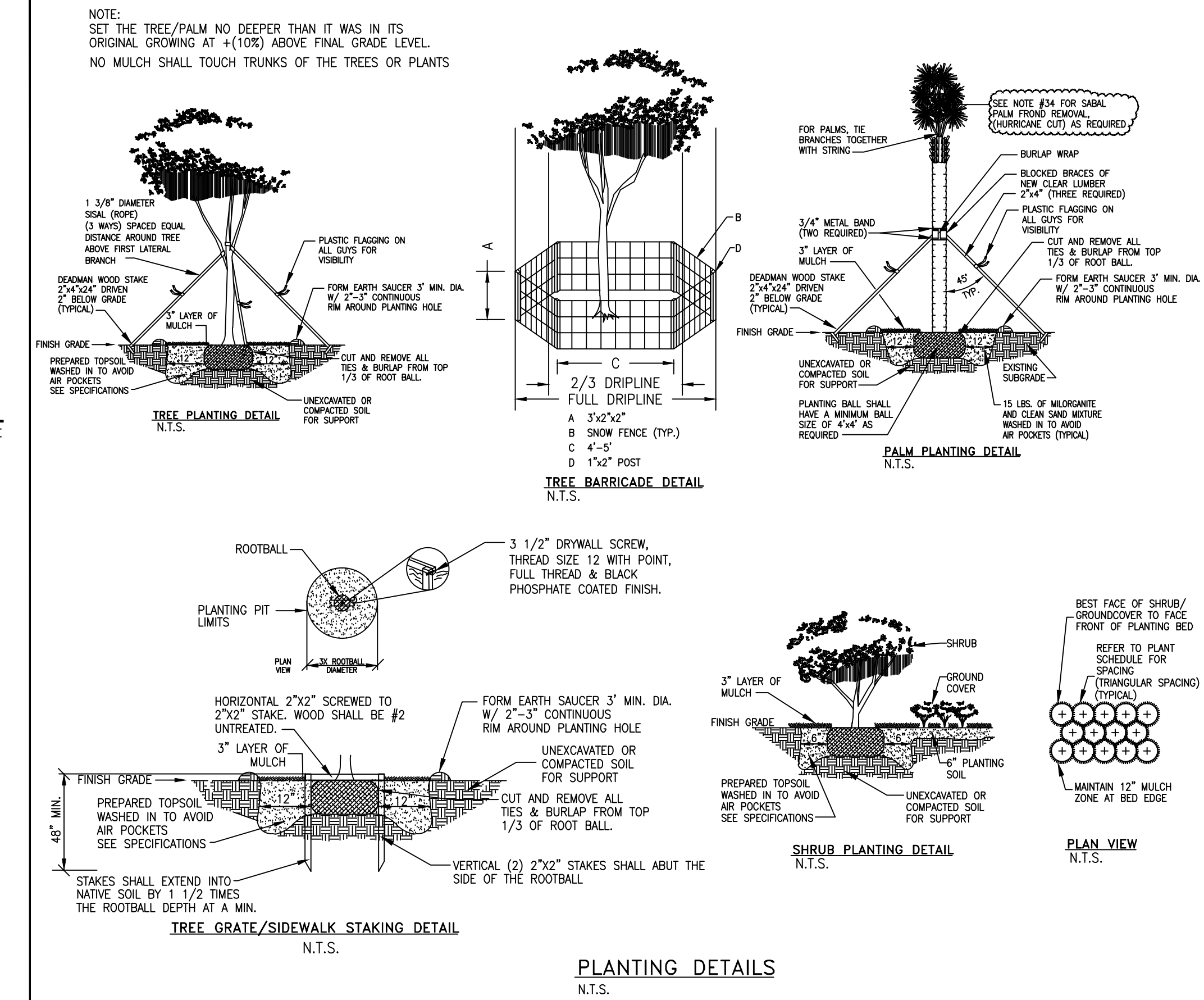
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
- ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
- ALL LATERALS MUST BE PVC SCH 200 AND BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
- PROVIDE SLEEVES UNDER PAVEMENT PRIOR TO INSTALLATION OF SAME. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PLUMBING BUILDING CODE APPENDIX (F) PART V-A-1: PIPE SIZE (INCHES) DEPTH OF COVER (INCHES) 1/2-2 1/2 18"-24" 3-5 24"-30" 6 AND LARGER 30"-36"
- CONTRACTOR TO SIZE PIPING (UNLESS OTHERWISE SHOWN) AND ADJUST SPRAY HEADS LOCATION TO CONFORM WITH WATER REQUIREMENTS OF ACTUAL LANDSCAPING FOR ADEQUATE WATER COVERAGE.
- IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS AND MAINTAIN A 50% MIN. OVERLAP USING RUST-FREE WATER.
- IRRIGATION CONTRACTOR TO PROVIDE 35 PSI AT ALL HEADS.
- HEADS TO BE INSTALLED IN PLANTERS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- IRRIGATION CONTRACTOR TO FURNISH CONTROLLER TIME CLOCK TO BE LOCATED IN EXISTING PUMP ENCLOSURE OR APPROVED LOCATION; SEE DETAIL.
- BUILDING CONTRACTOR TO SUPPLY ELECTRICAL HOOK UP.
- ALL WORK MUST BE DONE AS PER LOCAL CODES. CODES AND STANDARDS: ALL WORK SHALL BE INSTALLED AND COMPLY WITH "FLORIDA BUILDING CODE APPENDIX (F) PART V-A-1.", INCLUDING ORDINANCES AND REGULATIONS OF ALL GOVERNING AUTHORITIES. WORK ALSO SHALL COMPLY WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
- SYSTEM IS TO BE DESIGNED (IF NOT SHOWN ON PLAN) AND INSTALLED BY A QUALIFIED, LICENSED, AND INSURED LANDSCAPE IRRIGATOR.
- SPRINKLER SYSTEM SHALL BE GUARANTEED FOR ONE YEAR AGAINST MECHANICAL DEFECTS.
- IRRIGATION CONTRACTOR TO USE #14 DIRECT BURIAL LOW VOLTAGE WIRE AND INSTALLED UNDER SIDE OF MAIN LINES TO INSURE PROTECTION AND LOCATION OF SAME. SLEEVED UNDER PAVEMENT AND WALKS. SPLICED ONLY AT VALVE LOCATIONS. ALL SPLICES SHALL BE MADE WATER PROOF. CONTROL WIRES SHALL BE COLOR CODED. ONE EXTRA WIRE SHALL BE RAN WITH EACH ZONE VALVE. IF K-RAINS NOT REQUIRED SEE PLAN FOR VALVE LOCATIONS.
- ALL IRRIGATION LINE LOCATIONS SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, PLANTINGS AND STRUCTURES AS REQUIRED.
- IRRIGATION CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION OR UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE IRRIGATION CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC IRRIGATION SYSTEM USING POP-UP SPRINKLERS. SYSTEM SHALL PROVIDE 100% COVERAGE WITH A 50% OVERLAP (MINIMUM) USING RUST-FREE WATER, EXCEPT PRESERVED AREAS REMAINING IN NATURAL STATE. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED THAT WILL OVERRIDE THE IRRIGATION SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON IMPERVIOUS SURFACES AND/OR BE DESIGNED OR INSTALLED TO THROW WATER OVER IMPERVIOUS SURFACE SUCH AS SIDEWALKS, ETC.. HOURS OF OPERATION FOR ALL IRRIGATION SYSTEMS SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR AS MAY BE FURTHER RESTRICTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.



- NOTE: A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITHIN 10' OF A PAVED SURFACE, STORM SEWER OR INFRASTRUCTURE.
- MINIMUM ROOT BARRIER REQUIREMENTS:
- PANEL 0.085 THICK POLYPROPYLENE
 - ROUNDED EDGES
 - ANTI-LIFT PADS
 - ZIPPER JOIN SYSTEM
 - 24" DEPTH
- NOTE: BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES. FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND

TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4" CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4" EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4" SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	2 HP STARITE SELF PRIMING PUMP, MODEL #0HJ, DELIVERING 55 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP STARTER			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 1" & 1 1/2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
	RAIN BIRD ESP-SMto WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
	RAIN BIRD RAIN SWITCH MODEL # 850-74			
	2" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET-DETAIL #1			



LANDSCAPE SPECIFICATIONS

- CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
- EXACT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK. THE LANDSCAPE PLANS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR FEATURE INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
- ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE "FLORIDA #1" OR BETTER AND SHALL BE INSTALLED AS SPECIFIED IN "FLORIDA DEPT. OF AGRICULTURAL GRADES AND STANDARDS", CURRENT EDITION RESPECTIVELY.
- ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
- ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
- ALL SOD TO BE ST. AUGUSTINE FLORATAM SOLID, UNLESS OTHERWISE NOTED.
- ALL BED AREAS TO RECEIVE A 3" LAYER OF EUCALYPTUS MULCH // FLORIMULCH & SHALL BE A MIN. OF 1'-0" WIDER THAN PLANTS (MEASURED FROM OUTSIDE OF FOLIAGE).
- ALL TREES TO RECEIVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
- ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
- LANDSCAPER TO FURNISH ALL MATERIALS AND LABOR INCLUDING PLANTS, MULCH, TOP DRESSING, SOIL PREPARATION, DECORATIVE ITEMS (IF SHOWN), INSPECTIONS, TRANSPORTATION, WARRANTY, PERMITS, ETC. NECESSARY FOR COMPLETION OF ALL LANDSCAPING REQUIRED HEREIN EXCEPT IF DESIGNATED TO BE BY OTHERS.
- LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
- OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
- LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
- PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS. THEY SHALL HAVE HEALTHY NORMAL ROOTS AND SHALL NOT BE ROOT BOUND. QUALITY AND SIZE: ALL PLANT MATERIALS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
- ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
- PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
- OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
- LANDSCAPER SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE DAILY. THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES WHILE WORK IS IN PROGRESS.
- THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE PLANS AND SPECIFICATIONS AND WILL BE RESPONSIBLE FOR ALL MEASUREMENTS EXERCISING SPECIAL CARE IN LAYING OUT WORK TO KEEP WITHIN PROPERTY LINES AND RECOGNIZING EASEMENTS. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY ERRORS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN LAYOUTS.
- METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO INSURE ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
- PLANT MATERIALS ABBREVIATIONS ON THE PLANT LIST: FG (FIELD GROWN); CT (INDICATES CLEAR TRUNK MEASUREMENT FROM THE TOP OF BALL TO FIRST BRANCHING OR BASE OF THE LOWEST FROND); GAL (GALLON CAN); 3 GAL (3 GALLON CAN); OA (INDICATES OVERALL HEIGHT FROM TOP OF BALL TO MID POINT OF CURRENT SEASON'S GROWTH); SPR (INDICATES SPREAD); Hvy (INDICATES HEAVY); MIN (INDICATES MINIMUM).
- SUBSTITUTION: PLANT SUBSTITUTION REQUESTS, FOR PLANT MATERIAL NOT OBTAINABLE IN THE TYPE AND SIZES SPECIFIED SHALL BE MADE PRIOR TO SUBMISSION OF BIDS. ALL SUBSTITUTION REQUESTS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION AND APPROVAL. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO KNOW WHERE THEY CAN OBTAIN ALL MATERIAL AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
- THE CONTRACTOR'S GUARANTEE SHALL NOT APPLY IN THE EVENT OF FIRE, FLOOD, HURRICANE, WINDSTORM, OR OTHER "ACTS OF GOD" OR DAMAGES TO LANDSCAPING IN PROGRESS CAUSED BY ANY PERSONS OTHER THAN THOSE PERSONS UNDER THE DOMINION AND CONTROL OF THE CONTRACTOR.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+1") THAN THE FINISHED GRADE.
- DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

Michael E. Rawls
 14417 STERUP LANE
 WELLSVILLE, FL 33414
 TEL: (866) 756-7707
 MICHAEL E. RAWLS
 LANDSCAPE ARCHITECTURE
 103-736
 0400'

RELEASE INFO
 2018-09-28 Opta-Locta Site Plan

REVISIONS
 2020-02-13 City Comments
 2020/8/28 Updated Survey

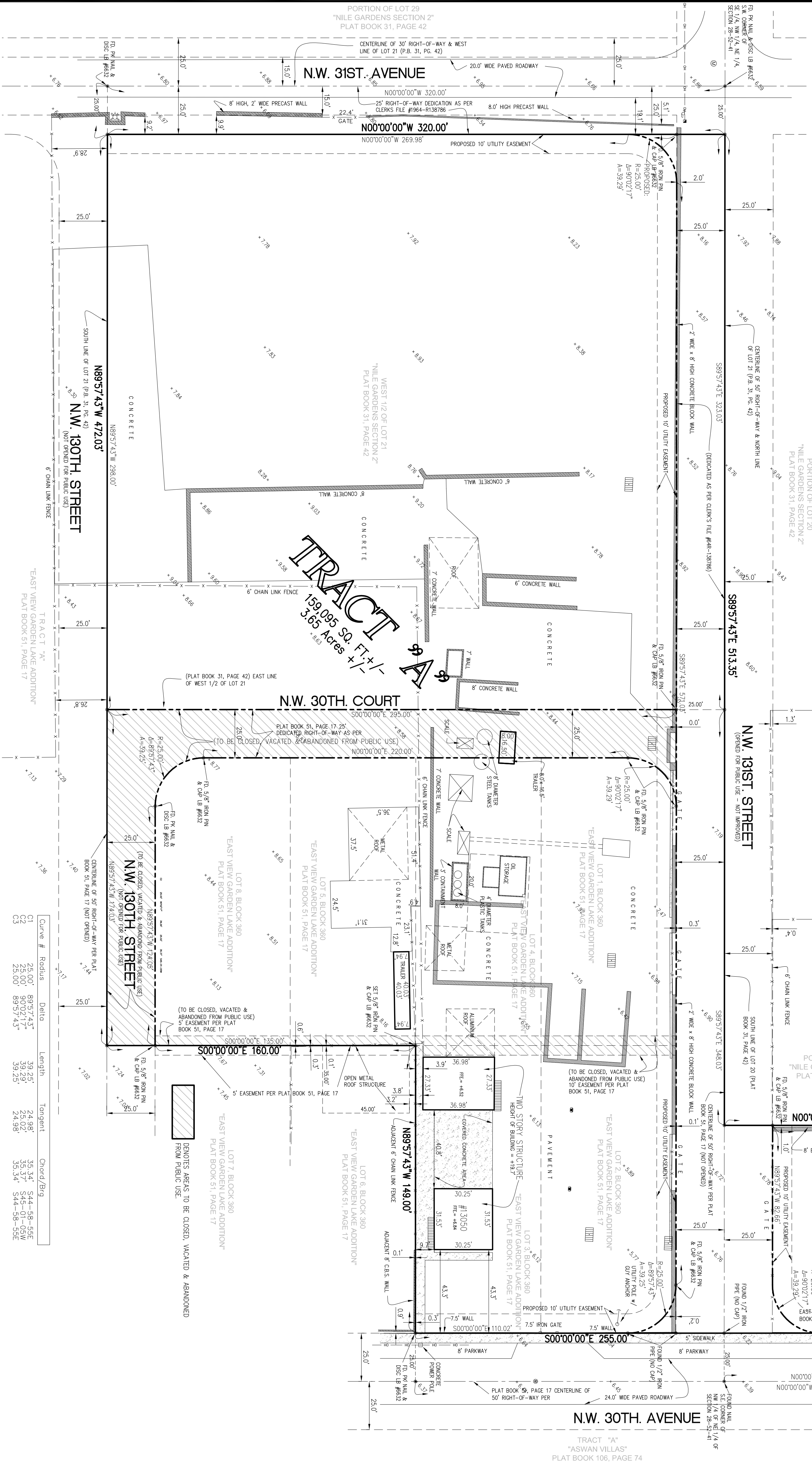
AMD USA Inc.
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Sheet No:
 L-3

NOT TO BE FILED FOR RECORD UNLESS SIGNED, DATED AND INITIALED BY THE ISSUING SEAL OF
 GLEN A. HANKS
 FLORIDA P.E. #33652
 FOR THE FIRM

“AMDI USA TRACT”



	Wood Fence
	Chain Link Fence
	Iron Fence
	Monument Line
	Concretine
	Property Line
	Conc. Pole
	Wood Pole
	Springer Pump
	Saltatory Mound
	Electric Box
	Motor Water
	Crutch Basin
	Excising Erections
	AX=44' Condition
	CE=Cement Block & Stucco
	D.E.=Drainage Easement
	D.M.E.=Drainage Watercourse Easement
	F.F.E.=Finish Floor Elevation
	F.F.L.=Found Iron Pipe/Fm
	F.N.=Found N/A
	F.N.=Found N/A
	F.N.=Found N/A
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**OWNER: AMDI USA INC.
CONTACT: ALEX OROZCO c/o FRANK VEGA**

SURVEYOR:

PABLO ALFONSO, PSM
ROYAL POINT LAND SURVEYORS
6175 NW 153rd STREET SUITE 321

OFFICE: (305) 822-6062
FAX: (305) 827-9669
EMAIL: INFO@ROYALPOINTLS.COM

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records with

Curve #	Radius	Delta	Length	Tangent	Chord/Brg
C1	25.00'	89°57.43"	39.25'	24.98'	35.34' S44-S6-S5E
C2	25.00'	90°02.17"	39.29'	25.02'	35.37' S45-01-S5W
C3	25.00'	89°57.43"	39.25'	24.98'	35.34' S44-S6-S5E

Property Address: 13050 NW 30th AVENUE, OPA LOCKA, FL 33054

according to the plat, there are recorded in Plat Book 51, Page 1, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The West 1/2 of Tract 21, "NINE GARDENS, Section 1 and 11" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract

20, NILE GARDENS, section I and II; according to the plat inhereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

- 1) The Legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Certification for Title Insurance.
- 2) This Certification is only for the funds as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances, OPINION OF TITLE.
- 3) An examination of Commitment Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's File No.: 01-2009-010885, effective date, September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this instrument that may be found in the Public Records at this County.

4. The expertise of the land, now classified in the Standards of Practice (5-1-75(A)), is "Residential High Risk." The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
5. All measurements shown herein are made in accordance with the United States Standard Feet.
6. Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
7. Not valid until the signature and the original (raised seal) of a Florida Licensed Surveyor and Mapper are attached to this plat.
8. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
9. Underground utilities are not depicted herein; contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
10. The surveyor does not determine fence and/or wall ownership.

- (1) Type of Survey: BOUNDARY/ TOPOGRAHY/ SHORELINE SURVEY.
- (2) North arrow and bearings shown hereon are based on a bearing of N000000E along the East line of Block 380, of "EAST MEER GREEN LANE ADDITION," according to the said and thereon as recorded in Plat Book 51, of Page 12, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.
- (3) Flood Zone Data Community/ Parcel #D0657/0138/L Parcel: 9/11/2009
Flood Zone: "A" & "X". Base Flood Elevation = +3.67
Flood Zone: "A" & "X". Base Flood Elevation = +3.67
- (4) Elevations shown hereon are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
- (5) Benchmark Used: Miami-Dade County Benchmark #1-463-NE. Elevation = +4.85
- (6) Legal Description shown hereon as per above noted the commitment.
- (7) Present Zoning: R-2 (Hollywood Planned District).
- (8) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet

Source: City of Dade Land Planning Department.

- (9) Subject property has access to a public right-of-way: NW 3301 Avenue & NW 351, Avenue
- (20) Flood Criteria: +6.3 (as shown on AEMENDED PLAT of FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida).
- (21) Site Development Data: Number of Tracts = 2

AND HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

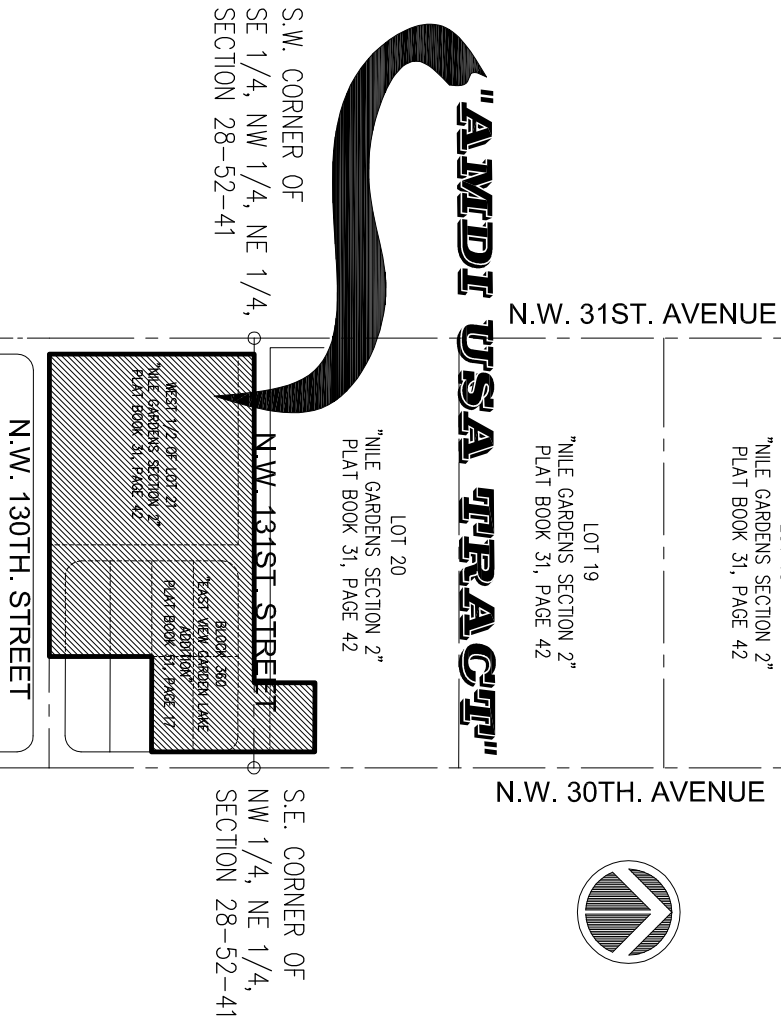
HERBERT CERRILLO III: the attached tentative Plot, and legal description associated therewith, comply with all applicable requirements of Chapter 28 Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5860
State of Florida
Date of Survey: 06/09/2018
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
61715 NW 153rd. Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062/ Fax: 305-827-9669

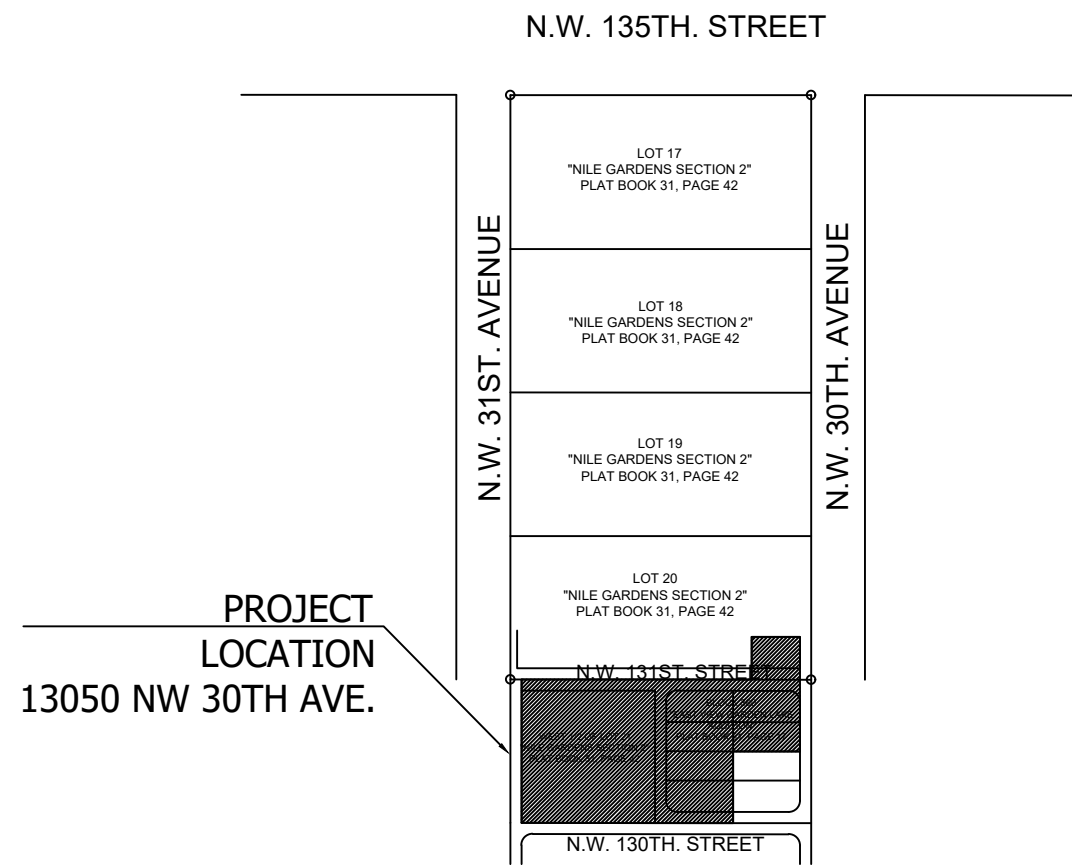
[illegible]

ROYAL POINT
LAND SURVEYORS, INC.
L.B.# 7282

6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 /* 305-698-9468 FAX.305-827-9669

BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT

LOCATION MAP



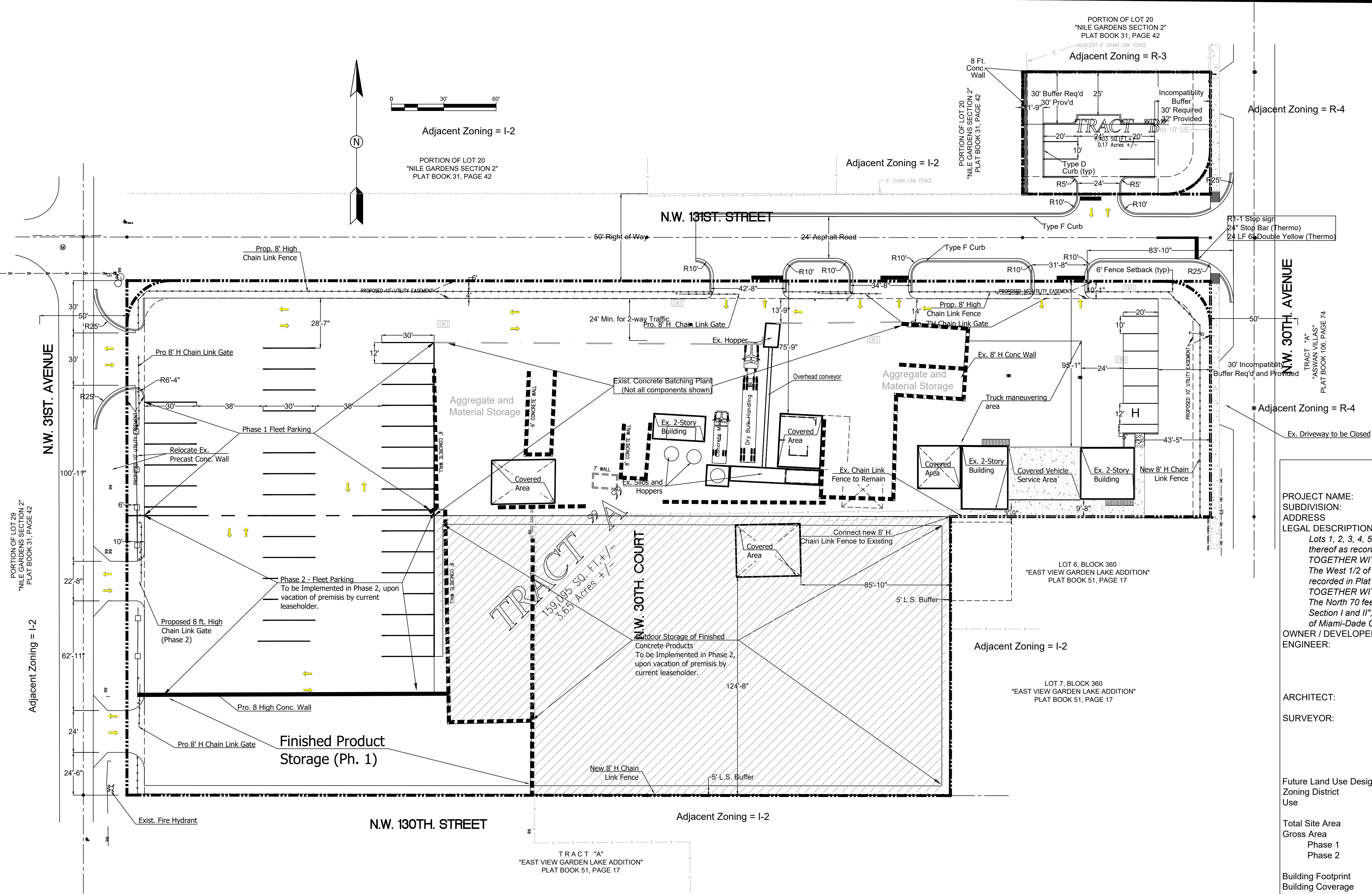
Site Data Table

PROJECT NAME:	AMDI USA, INC.	
SUBDIVISION:	AMDI USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	Required Industrial I-2	Provided Industrial I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area	2.0 AC	166,498 SF (3.82 AC)
Gross Area		166,498 SF (3.82 AC)
Phase 1		101,595 SF (2.3 AC) (61.1%)
Phase 2		64,903 SF (1.5 AC) (38.9%)
Building Footprint	2,261 SF	
Building Coverage	2,261 SF	
Building Area (Ex)	4,102 SF	
Roofed Area	4,338 SF	
Paved Areas	138,684 SF (83%)	
Total Impervious Areas	145,283 SF (87%)	
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)**	
Proposed	138,684 SF (3.18 AC) (83%)***	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)***	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9" ***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

* Special Exception Approval Required

**Existing Non-conforming site feature

***Existing Non-conforming allowed to remain



LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION"
according to the plat thereof as recorded in Plat Book 51, Page 17, Public
Records of Miami-Dade County, Florida.

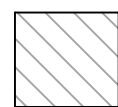
TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to
the plat thereof as recorded in Plat Book 31, Page 42, Public Records of
Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
20, "NILE GARDENS, Section I and II", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

Concrete and concrete products are produced
within the area noted as "Ex. Concrete Batching Plant."
Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and
Finished Concrete Product Production

July 10, 2019

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

As you are aware, the AMDI USA Inc. site at 13050 NW 30th Avenue, Opa-Locka has operated as a concrete batching plant for more than 15 years and is nonconforming in many aspects. To facilitate the site plan review, non-conforming components or aspects of the site are identified below; including a description of the requirement, the degree or extent of the non-conformity and the steps taken as part of this site plan process to mitigate or reduce the overall non-conforming nature of this site through variances, special exceptions and site design.

1. This site spans and utilizes portions of unimproved right of way. In order to plat, site plan and develop the property, the applicant requests the vacation of portions of NW 30th Court between NW 130th and NW 131st Streets along with the vacation of portions of NW 130th Street, west of NW 30th Avenue. These are shown on the T-Plat. The right of way being vacated is also shown on the site plan.
2. Concrete production is a (special exception) conditional use in the I-2 district. By operating without conditional use approval, concrete production is non-conforming and cannot be expanded. Conditional use approval for concrete production (the existing and current use of the property) is requested as part of this application.
3. Setbacks. The require setback (east) to residential zoned districts is 50 ft. where 40'5" is provided. The required rear setback (south) is 25 ft., 3'9" is provided. Please advise whether a variance or acknowledgement of legal non-conforming status is the appropriate mechanism to formalize these conditions.
4. Buffers 30 ft wide are required to the north and east of Parcel B, between the parking and residential zoned properties. Buffers equal or greater than 30 ft. are provided except at the vehicle turn around, where 25 ft. is provided. A variance allowing a minimum buffer of 25 ft. where 30 ft. is required is being requested.
5. The site plan is phased to accommodate the departure of the existing tenant and truck storage use on Phase 2. Phase 1 covers the concrete plant, buildings, concrete truck parking and a small storage area for finished product. Phase 2 of the site plan incorporates additional (cement truck) parking and additional outdoor storage for

finished product. Phase 2 is to be implemented following the vacation of the premises by the lease holder.

The site plan depicts the area being utilized for the industrial activity, however not all components associated with the concrete batching operation are shown within the designated industrial activity area. Thank you for your assistance. If you have any questions concerning the proposed site plan, please contact this office.

Regards,

Glen A. Hanks, P.E.
Senior Professional

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A TENTATIVE 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City of Opa-Locka Code of Ordinances, the City Commission has the power to approve and adopt plats; and

WHEREAS, AMDI USA, Inc. ("Applicant") desires to continue the operation of their concrete batching plant on the eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the City Land Development Regulations and to illustrate all non-conforming aspects of this operation and the applicant will take steps to mitigated or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, the Applicant seeks to obtain Tentative Plat approval in the accordance with the requirements of the City of Opa-Locka and Miami-Dade County to unify the site, dedicate as a right-of-way, a portion of NW 131st Street and incorporate within this site a portion of NW 130th Street and a portion of NW 30th Court; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the Tentative Plat Review Request by a 5 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Tentative Plat attached hereto as Exhibit "A".

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL

Approval/Denial of Tentative Plat. The City Commission of the City of Opa-Locka hereby approves a request for Tentative Plat approval for 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



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

Department Director:	Gregory Gay		Department Director Signature:				
City Manager:	John E. Pate		CM Signature				
Commission Meeting Date:	May 12, 2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes X	No	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
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 ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE TENTATIVE 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

The applicant seeks to obtain Tentative Plat approval in accordance with the requirements of the City of Opa-locka and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions" – Plats and Platting, to unify the site, dedicate as a right-of-way a portion of NW 131st Street and to incorporate within this site a portion of NW 130th Street and a portion of NW 30th Court. This Tentative Plat request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 5-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE: Prayer was led by Board Member Tydus and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. APPLICANT NAME: ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels (verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”.
Board member Mangham second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	N/A (Audio Issues)

6. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-1.

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

***No questions but there was one Public Comment.**

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates 1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

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

Page 2 of 5

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4750 DATE RECEIVED: _____PROPERTY OWNER'S NAME: IDMA Holdings, LLCPROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip CodeAPPLICANT'S NAME: AMD USA, Inc.APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip CodePHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/StreetTAX FOLIO NUMBER: see attached PRESENT ZONING: I-2LEGAL DESCRIPTION: See attached

Please check specific request:

- ☒ Tentative Plat
☐ Final Plat
☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
☐ Rezoning
☐ Drainage Plan
☐ Fill Permit Request
☐ Preliminary Site Plan Review
☐ Final Site Plan Review
☐ Conditional Use Permit - No Plans
☐ Conditional Use Permit - With Plans
☐ Special Exception - No Plans
☐ Special Exception - With Plans
☐ Development Agreement
☐ Restrictive Covenant
☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☐ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☒ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Scaled Copies)
- ☒ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☐ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Orozco, 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

13050 NW 30th Ave.

Date

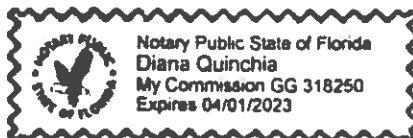
Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23



Page 4 of 5



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached letter dated April 16, 2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope W Calhoun, Esq. 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

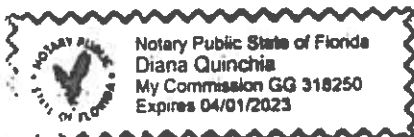
Date

Sworn to and subscribed before me:

This 5 day of August 2020

Notary Public

My commission expires 4/1/23



Reference to Ordinance 15-13
Land Development Regulations Zoning Code Ordinance 15-31

April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional





AMDI USA INC.
13050 NW 30th AVENUE
OPA LOCKA, FL 33054
305-200-4778

Bank of America.



ACH R/T 083100277

63-27/631



08/05/2020

4750

PAY TO THE
ORDER OF

City of Opa Locka

\$ **2,350.00

Two Thousand Three Hundred Fifty and 00/100*****

DOLLARS

City of Opa Locka
780 Fisherman St Suite 120
Opa Locka, FL 33054



myOrgco
AUTHORIZED SIGNATURE

MEMO

Tentative Plat Application

⑈004750⑈

AMDI USA INC.

City of Opa Locka
61000 · Business Licenses and Permits Tentative Plat Application

08/05/2020

4750

2,350.00

BOA - Checking 9726 Tentative Plat Application

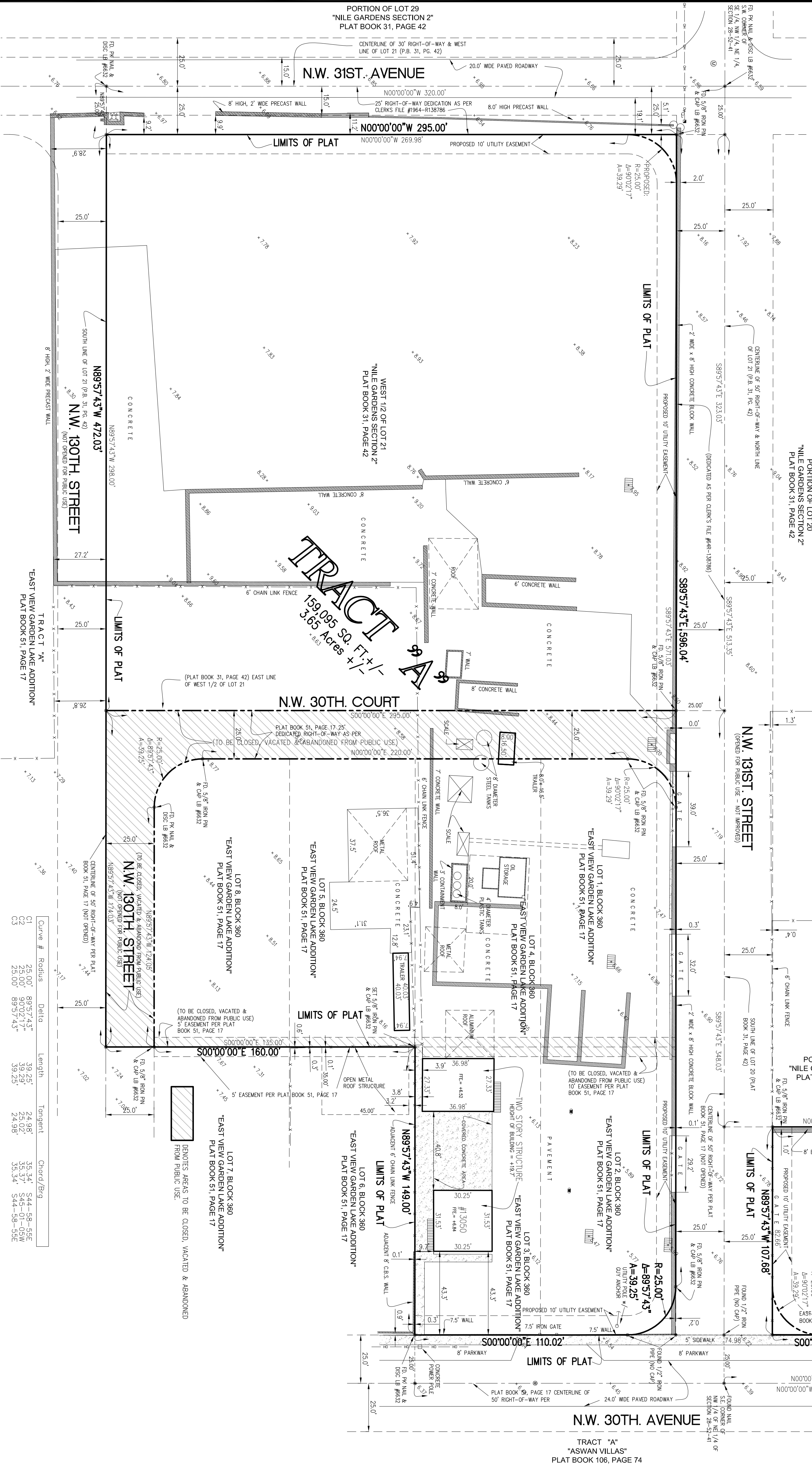
2,350.00



BOUNDARY & TOPOGRAPHIC SURVEY OF TENTATIVE PLAT OF

"AMDI USA TRACT"

A REPLAT OF LOTS 1, 2, 3, 4, 5 AND 8, BLOCK 360 OF, "EAST VIEW GARDEN LAKE ADDITION", AS RECORDED IN PLAT BOOK 51 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND WEST 1/2 OF LOT 21 AND A PORTION OF LOT 20 OF, "NILE GARDENS SECTION 2", AS RECORDED IN PLAT BOOK 31 AT PAGE 42, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA LYING IN THE NE. 1/4 OF SECTION 28, TOWNSHIP 52 SOUTH, RANGE 41 EAST CITY OF OPA LOCKA, MIAMI-DADE COUNTY, FLORIDA



Curve #	Radius	Delta	Length	Tangent	Chord/Btg
C1	25.00'	89°57'43"	39.25'	24.98'	54.4-55-55E
C2	25.00'	89°57'43"	39.25'	24.98'	54.4-55-55E
C3	25.00'	89°57'43"	39.25'	24.98'	54.4-55-55E

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH: Tract 21, "NILE GARDENS, Section 1 and 11" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section 1 and 11", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

PROPERTY ADDRESS:

Property Address: 13050 NW 30th Avenue, OPA LOCKA, FL 33054

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0050

Tax Folio #08-2128-002-0060

Tax Folio #08-2128-002-0090

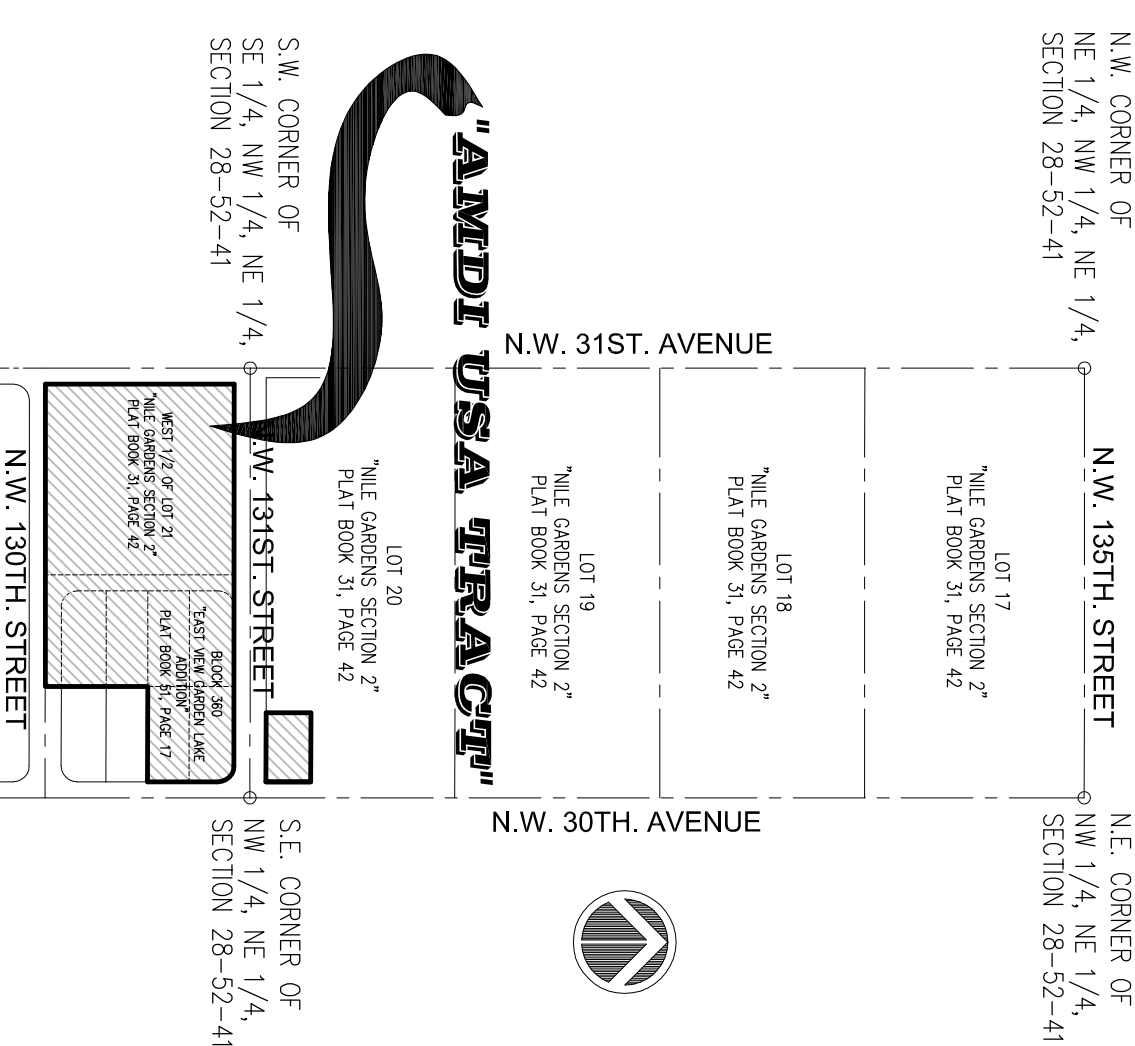
Tax Folio #08-2128-004-0330

Tax Folio #08-2128-004-0380

DEVELOPMENT INFORMATION:

- 1- Present Zoning: I-2 (Industrial Planned District)
 - 2- Number of Tracts = 2
 - 3- Proposed Development: Tract "A" = Existing Structures to remain, Usage: Heavy Equipment Storage
- Tract "B" = Surface Parking Area
- Total Building Area = 2,000 square feet (existing)

PORTION OF THE WEST 1/2 OF NE. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'



SURVEYORS NOTES:

- 1) The legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Commitment for Title Insurance.
- 2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. OPINION OF TITLE.
- 3) An examination of Commitment issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's No. 01-2009-010885, effective date: September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this survey that may be found in the public records of this County.
- 4) Accuracy: The expected use of the land, as classified in the Standards of Practice (53-177AC), is "Residential Subdivisions". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- 5) All measurements shown herein are made in accordance with the United States Standard Feet.
- 6) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
- 7) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 8) Underground utilities are not depicted herein, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
- 9) The surveyor does not determine fence and/or wall ownership.
- 10) Ownership subjects to: OPINION OF TITLE.
- 11) Type of Survey: BOUNDARY / TOPOGRAPHIC SURVEY.
- 12) The North arrow and bearings shown herein are based on a bearing of N.00°00'00"E along the East line of Block 360 of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the public records of Miami-Dade County, Florida, and all other bearings are based on the bearing of the line of Block 360.
- 13) Flood Zone Data: Community / Panel #10657/0138/L District 9/11/2009
Flood Zone: "M" & "X" Base Flood Elevation = +3.70'
- 14) Elevations shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
- 15) Benchmark Used: Miami-Dade County Benchmark #41-463-NE. Elevation = +3.88'
- 16) Legal Description shown herein as per above noted the commitment.
- 17) Present Zoning: I-2 (Industrial Planned District)
- 18) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
- 19) Subject property has access to a public right-of-way: NW 30th Avenue & NW 31st Avenue
- 20) Flood Criteria: +6.3' (as shown on AMENDED PLAT OF FLOOD CRITERIA MAPS, as recorded in Plat Book 91, Page 69 of the public records of Miami-Dade County, Florida.)
- 21) Site Development Data: Number of Tracts = 2
Tract "A" = Existing Structures to remain, Usage: Heavy Equipment Storage
Tract "B" = Surface Parking Area
Total Building Area = 2,000 square feet (existing)
- 22) All utilities are available for this site.
- 23) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named herein. The Certificate does not extend to any unnamed party.
- 24) The express purpose of this plat is to close, vacate and abandoned for public use portions of NW 30th Court and NW 130th Street and 10 utility easement.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT: In the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers (F.B.P.S.M.) Chapter 17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28, Subdivision Code of Miami-Dade County, Florida.

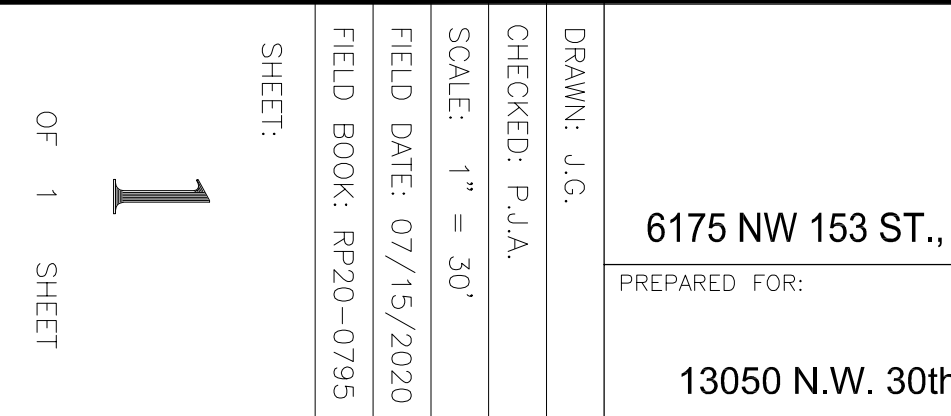
Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

By: JACOB GOMIS, Professional Surveyor & Mapper No. 6231
State of Florida
Date of Survey: 08/05/2020
Date of last Revision:

Survey Performed By: ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd, Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

NO.	DATE	DESCRIPTION	BY	APP.	DESCRIPTION
RECORD OF REVISION					
1	07/15/2020	FIELD BOOK: RP20-0795			
DRAWN: J.G.					
CHECKED: P.J.A.					
SCALE: 1" = 30'					
FIELD DATE: 07/15/2020					
SHEET: 1					
OF 1 SHEET					
PREPARED FOR:			TYPE OF PROJECT:		
AMDI USA INC.			BOUNDARY & TOPOGRAPHIC SURVEY		
13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA			FOR TENTATIVE PLAT		
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669			L.B.# 7282		



Staff Report

This aerial map shows the proposed site for the Miami Police Academy, highlighted in red. The site is located in the NW 130th St area, bounded by NW 130th St to the north, NW 129th St to the south, NW 31st Ave to the east, and NW 32nd St to the west. The map includes street names and a north arrow.

I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 1 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 2 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 3 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 4 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 5 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28 52 41 .24 AC PB 51-17 EAST VIEW GARDEN – LAKE ADDN LOT 8 BLK 360 LOT SIZE IRREGULAR OR 13931-106 1188 2

28-29 52 41 2.37 AC M/L NILE GARDENS SEC 2 PB 31-42 W1/2 LOT 21 LOT SIZE 103366 SQ FT OR 13931-106 1188 2

NILES GDNS SEC 2 PB 31-42 N70FT OF S95FT OF E107.675 OF LOT 20 LOT SIZE 7537 SQUARE FEET OR 21265-3793 1202 4

- The proposed project consists of the assemblage of eight parcels, listed above, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco according to the Miami-Dade County Property appraiser's website. The subject development site includes the properties listed and a portion of NW 130 Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulation and Miami-Dade County Code of Ordinances.



← SOUTH NW 30th Ave /Aswan Road NORTH →



Figure 1: Google Street View: West View on NW 131 Street



Figure 2: Google Street View: South View on NW 30 Avenue

II. Project Details

- **Applicant's intent**

The Applicant, AMDI USA, Inc. intends to come into compliance with City of Opa-locka Land Development Regulations and to begin that process has submitted four development requests: 1. Variance Request for Rear Setback, Setback from residential zoned property and 30 foot buffer requirement; 2. Special Exception Site Plan Review; 3. Tentative Plat Review; 4. Development Agreement Review.

The applicant, ADMI USA, Inc., has been in business since 2008 and operating from 13050 NW 30th Avenue since 2014 according to Division of Corporation records and filings. According to City of Opa-locka Business & License Department records this business began its operation at 13050 NW 30 Avenue in 2017 under the business name AMDI USA, Inc.

Site Computations & Land Development Regulation / Zoning Code		Table 1
Applicant	AMDI USA, Inc..	
Folio Number (s)	Opa-locka: 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380;	
Address Location	13050 NW 30 th Avenue	
Building (s) Footprint	Building Footprint/Building Coverage	2,261 SF
	Roofed Area	4,102 SF

Floor Area Ratio	Greenspace/Landscape Area – 21,215 SF		
	<1.0 FAR .023		
Zoning	I-2 – Industrial Planned		
Zoning Code Consistency	The proposed use for a Concrete Batching Plant and Finished Concrete production Company Facility is consistent with the I-2 Zoning Code if approved by Special Exception Criteria.		
Existing Land Use	Concrete Batching Plant		
Future Land Use Designation	I-2 Industrial Planned		
Comprehensive Plan Consistency	The proposed use for Concrete Batching Plant and Finished Concrete Production Company Facility is consistent with the Comprehensive Plan with the requested property having a zoning designation of I-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-81, Article 22-95, & Article X - Ord. No. 14-16 Sign Regulations		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	25 Feet	75'9" Feet Storage Bldg.	YES
	25 Feet	94'5" Feet Office Bldg.	YES
Rear	25 Feet	3'9" Feet	No
Side Interior	0 Feet	3'4" Feet	YES
Side Street	15 Feet (50 feet from any residential district, with at least a 30 foot landscaped buffer)	43'5"	No
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	75%	83%	No
(Max Impervious Area)			
Lot Density	N/A	N/A	N/A
Lot Size	10,000 SF (0.23 Acres)	166,498 SF or 3.82 Acres	YES
Lot Width	N/A	N/A	N/A
Building Height	3 Stories or 45 Feet whichever less	Office Building: 2 Stories/ Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	4,450 SF	4,450 sq. ft.	YES
Landscaping		246,724 sq. ft.	
Parking Details	Office buildings: pursuant to the Land Development Regulation Ordinance 15-31: Article VI, section 22-91. One (1) Parking per 400 square feet of office area. <u>-10 spaces required including 1 H/C</u>	Office Bldg. 50,454 SF Parking Lot: 4,450 SF Total Space Provided: 13 Total Spaces 12 Regular Spaces 1 Handicapped Spaces	YES

Landscape/ Pervious Lot Coverage Notification Requirement			
	10% minimum required pervious	17% provided	YES
Local Government Action Required	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Wednesday, October 7th, 2020. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, November 17th, 2020. - City Commission Meeting: TBD		
	The City Commission must review this tentative plat and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		



Google Street View: South View of property on NW 31 Ave

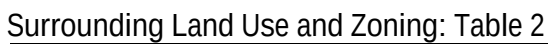


Google Street View: East View of property on NW 131 Street

- Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by industrial properties to the west and industrial uses to the north and South with ingress and egress to the site on NW 131st Street.
- No Sidewalk alongside the east edge of the Property.
- Across the street, (West of) from Aswan Villas, a multi-family residential development.
- Property is currently utilized as a concrete batching and finished concrete production company facility.



Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Industrial/Residential	Industrial/Residential	I-2/ R-3
South	Industrial	Industrial	I-2
East	Residential	ROW (30 th Avenue)/ Residential	R-4
West	Industrial	Industrial	I-2

- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- Findings:
 - The proposed development use 'Concrete Batching Plant and Finished Concrete Production Company Facility' is in harmony with the general characteristic of the surrounding neighborhood: Industrial Uses
- Tree Preservation: Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

 - **Findings:**
 - The Applicant is proposing to include landscaping at 21,215 square feet. *(Please see attached Landscape Plan for Trees detailed information).*
- Fence: All fences constructed on property perimeters shall be in accordance with the requirements of the Land Development Regulation Section 22-134. Fen, however if walls, fences or hedges are installed they shall comply with the requirements of Section 22-134.
 - **Findings:**
 - The Applicant is may install a fence or a wall in accordance with the LDR.
- Future Land Use: Industrial (Communications, water and sewer facilities, electrical as needed).
 - **Findings:**
 - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Industrial land use designation category location.

COMPLIES
- I-2 (Industrial Planned) Permitted Uses: Project Specific: *Concrete Batching Plant and Finished Concrete Production Company Facility*

COMPLIES

 - **Findings:**
 - According to the City's Land Development Regulation/ Zoning Code I-2 (Industrial Planned) allows for Cement and clay products production which is permitted within an I-2 zoning district. This request is for Tentative Plat Approval.
- Community Comments/Petitions: The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.
 - Findings: The Planning and community Development Department has not received signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

COMPLIES

III. Project Need Assessment / other Required Approvals

1. Tentative Plat
 - Application submitted for Planning & Zoning Board Meeting (this meeting) Tuesday, November 17th, 2020

IV. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**

- N/A
- 3. **Police:**
 - N/A
- 4. **Community Redevelopment Agency (CRA):**
 - N/A
- 5. **City Manager's Office (CMO):**
 - N/A
- 6. **Code Enforcement:**
 - N/A
- 7. **City Attorney's Office:**
 - Development Agreement under review
- 8. **Public works:**
 - N/A
- 9. **Inter-jurisdictional Review:**
 - N/A

V. Staff Recommendation:

- Staff recommend approval of this Tentative Plat pending the review and the following other approvals:
 - Must comply with Miami-Dade County Code in regards to Tentative Plat Procedures, Chapter 28.
 - Any other applicable agencies or entities as required by Miami Dade County Code Chapter 28
 - Address all Miami-Dade County's input/recommendations as appropriate
 -

VI. Attachments:

- Site Plan

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

- I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2020-11-17-01,

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: ADMI FOR TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 , IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1) That the request in the application by the applicant be and the same is hereby

a. APPROVED ☐ DATE: 11-17-2020

b. DENIED ☐

c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / __

2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:

a.

b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Concrete Batching Plant and Finished Concrete Production Company Facility.

"ALL EXISTING, PROTECTED TREES WILL REMAIN AND BE PROTECTED DURING CONSTRUCTION" (BY GENERAL CONTRACTOR)

LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

NOTE:

1. LANDSCAPE CONTRACTOR SHALL CALL THE LANDSCAPE ARCHITECT FOR A FINAL COMPLIANCE INSPECTION 72 HOURS MINIMUM REQUEST BEFORE INSPECTION IS SCHEDULED, CALL (561)758-7707 AS REQUIRED.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.

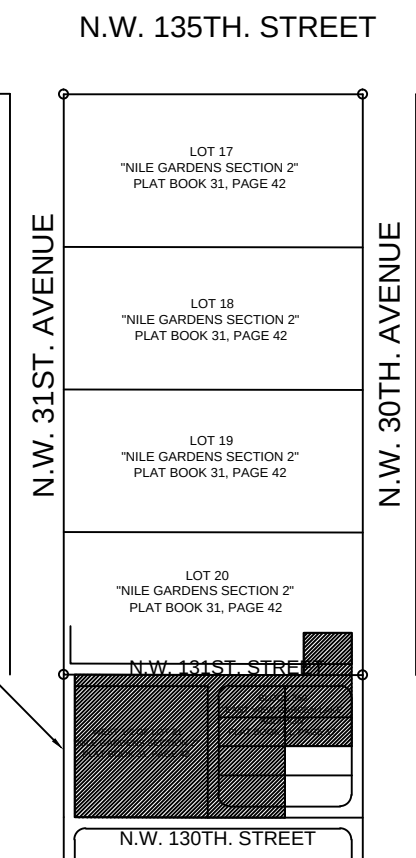
Adjacent Zoning = I-2

PORTION OF LOT 20
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42

Limits of Existing Concrete Batching and Finished Concrete Product Production

Adjacent Zoning = I-2

LOCATION MAP



PROJECT LOCATION
650 NW 30TH AVE.

NOTE:

ALL NEW TREES/PALMS SHALL BE INSTALLED IN COMPLIANCE WITH "FPL PLANT THE RIGHT TREE IN THE RIGHT PLACE"

TREE BARRICADE NOTES:

1. ALL EXISTING TREES SHALL BE TRIMMED AND SHALL COMPLY WITH THE "AMERICAN NATIONAL STANDARDS INSTITUTE, (ANSI), A300-2005", CURRENT EDITION RESPECTIVELY.
2. EXISTING TREES TO BE BARRICADED PRIOR TO BEGINNING OF CONSTRUCTION & SHALL REMAIN IN PLACE DURING CONSTRUCTION, IF REQUIRED SEE PLAN.
3. NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL DEPOSITS ARE TO BE ALLOWED INSIDE TREE BARRICADES.
4. TOPSOIL SHALL BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE (SEE SOIL PLANTING SPECIFICATIONS).
5. TREE REMOVAL PERMIT SHALL BE REQUIRED PRIOR TO CONSTRUCTION & ANY CLEARING OPERATIONS AS REQUIRED.
6. ALL PROPOSED TREES TO BE RELOCATED SHALL BE ROOT PRUNED 8 WEEKS PRIOR TO CONSTRUCTION AND DONE ACCORDING TO GOOD NURSERY PRACTICE AS REQUIRED. TRENCH DEPTH SHALL BE 18"-36"; ROOT BALL SHALL BE A MINIMUM OF 60" WHEN ROOT PRUNED. FILL TRENCH WITH FIBROUS MATERIAL, SUCH AS LEAVES, OR WOOD SHAVINGS. WATERING SHALL BE ONCE A WEEK DURING ROOT PRUNING. TORN ROOTS SHALL BE TRIMMED TO SOLID WOOD. RELOCATED TREES SHALL BE LIGHTLY PRUNED BY HAND. LANDSCAPE CONTRACTOR SHALL WATER RELOCATED TREES W/ TEMPORARY IRRIGATION EVERYDAY FOR THE FIRST MONTH THEN 2-3 TIMES A WEEK UNTIL SYSTEM IS FULLY AUTOMATIC; OWNER TO SUPPLY WATER ON SITE. TRANSPLANT TREES W/ 60" TREE SPAD, AND / OR TREE CRANE. TRANSPLANTING HOLE SHALL BE AT LEAST 1/3 BIGGER THAN THE AREA THAT WAS TRENCHED FOR TRANSPLANTING.
7. SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+ - 1") THAN THE FINISHED GRADE.
8. PROVIDE DISH TO RETAIN WATER, ELIMINATE AIR POCKETS WITH THE USE OF WATER HOSE, HOLE SHOULD BE FILLED WITH A MIXTURE OF GOOD TOP SOIL (SEE SPECIFICATION SHEET).
9. A TEMPORARY HOLDING AREA SHALL BE USED ON SITE DURING CONSTRUCTION OR UNTIL TREES CAN BE PROPERLY RELOCATED, COORDINATE WITH LANDSCAPE ARCHITECT.
10. LANDSCAPE CONTRACTOR TO REMOVE ALL EXISTING BRAZILIAN PEPPER, FLORIDA HOLLY AND ALL EXOTIC NUISANCE MATERIAL ON SITE AS REQUIRED.
11. CONTRACTOR SHALL FIELD ADJUST NEW TREE LOCATIONS TO BE 15' MINIMUM FROM LIGHT STANDARDS.

TREE BARRICADE DETAIL

A 3'x2"x2"
B SNOW FENCE (TYP.)
C 4'-5'

LANDSCAPE PLAN

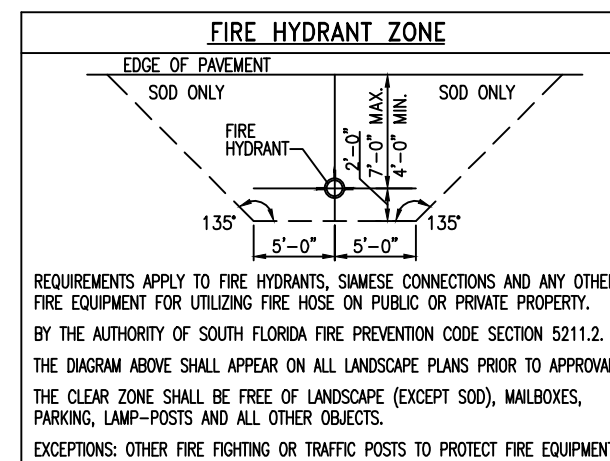
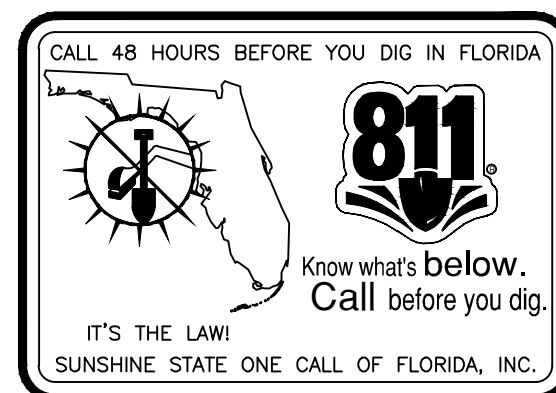
SCALE: 1" = 30'-0"

DROUGHT TOLERANCE= SFWM
* MODERATE
** VERY

FLORIDA -FRIENDLY LANDSCAPING & DESIGN SHALL BE UTILIZED GREEN BUILDING ORDINANCE REQUIRED SECTION 151.153#16 80% OF PLANTS, TREES, AND GRASSES PER "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RECOMMENDATIONS (LATEST EDITION).

LANDSCAPE LEGEND

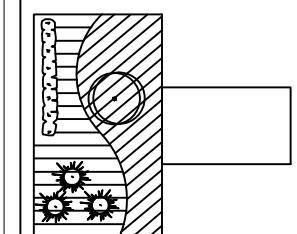
DROUGHT TOLERANCE	NATIVE	CODE	AMOUNT	BOTANICAL NAME / COMMON NAME	SIZE	REMARKS
**	YES	LIV	35	QUERCUS VIRGINIANA/ "HIGHRISE" LIVE OAK	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	ILE	18	ILEX CASSINE / DAHOON HOLLY	12'-14' x 7'-8"	F.G. 2.5" CALIPER @DBH 5' C.T.
**	YES	SAB	12	SABAL PALMETTO / CABBAGE PALM	14'-16'-18' C.T.	F.G. 12"-14" CALIPER
**	YES	CON	33	CONOCARPUS SERICEUS / SILVER BUTTWOOD	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	NO	LAG	13	LAGERSTROEMIA INDICA / CRAPE MYRTLE	10'-12' x 5'-6"	F.G. 4 1/2" C.T. "STANDARD"
**	YES	CHR	865	CHRYSOBALANUS ICACO / "GREEN COCOPLUM"	24"x18" 3 GAL	24" O.C. (FULL TO BASE)
**	YES	VOM	100	ILEX VOMITORIA / YAUPOON HOLLY	14"x12" 3 GAL	24" O.C. FULL



LANDSCAPE LEGEND CHAPTER 18A - ORDINANCE 98-13			
ZONE DISTRICT: INDUSTRIAL I-2 (INDUSTRIAL PLANNED) CEMENT AND CLAY PRODUCTS-SEE SP-1	NET LOT AREA	166,498.00(SQ.FT.)	ACRES 3.82
OPEN SPACE	REQUIRED	10.00%	PROVIDED 13.00%
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED ON SITE PLAN: NET LOT AREA= 166,498.00 S.F. X 10%= 16,649.80 S.F.			
B. SQUARE FEET OF PARKING LOT OPEN SPACE REQUIRED BY SECTION 8.2, AS INDICATED ON SITE PLAN: NUMBER OF PARKING SPACES 13 X 10 S.F. PER PARKING SPACE=	130		130
C. TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY SECTION 8.2: A+B=	16,779.80		21,215.00
LAWN AREA CALCULATION			
A. 16,779.80 TOTAL S.F. OF LANDSCAPED OPEN SPACE REQUIRED BY ORD. 11000:	16,779.80		21,215.00
A. MAXIMUM LAWN AREA (SOD) PERMITTED= .20% X 3,355.96 S.F.	3,355.96		3,355.96
TREES			
A. NUMBER OF TREES REQUIRED PER NET LOT ACRE, LESS EXISTING NUMBER OF TREES MEETING MINIMUM REQUIREMENTS=	57		71
B. % PALMS 2:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	54		12
% PALMS 1:1 RATIO ALLOWED: NUMBER OF TREES PROVIDED X 30%=	27		0
C. % NATIVES REQUIRED: NUMBER OF TREES PROVIDED X 30%=	27		72
D. % DROUGHT TOLERANT AND LOW MAINTENANCE: NUMBER OF TREES PROVIDED X 20%=	18		72
E. STREET TREES (MAXIMUM AVERAGE SPACING OF 35' O.C.): 875.00 LINEAR FEET ALONG STREET/35=	25		25
F. STREET TREES LOCATED DIRECTLY BENEATH POWER LINES (MAXIMUM AVERAGE SPACING OF 25' O.C.): 208 LINEAR FEET ALONG STREET/25=	8		9
SHRUBS			
A. NUMBER OF SHRUBS REQUIRED: NUMBER OF TREES REQUIRED X 10=	900		965
B. % NATIVE SHRUBS REQUIRED: NUMBER OF SHRUBS PROVIDED X 30%=	270		965
C. % DROUGHT TOLERANT AND LOW MAINTENANCE REQUIRED: NUMBER OF SHRUBS PROVIDED X 20%=	180		965

Michael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:30:06 -0400

RICHARD BARTLETT LANDSCAPE, INC.
14417 STIRROF LANE
WELLINGTON, FL 33414
TEL: (561) 758-7707
LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL: rb@rtchardbartlettlandscape.com



THE LANDSCAPE ARCHITECT'S SEAL IS THE PROPERTY OF THE LANDSCAPE ARCHITECT AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. ANY REPRODUCTION OR USE OF THIS SEAL WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT IS A VIOLATION OF THE FLORIDA LANDSCAPE ARCHITECTURE ACT AND IS SUBJECT TO PENALTY UNDER THE FLORIDA LANDSCAPE ARCHITECTURE ACT.

HANKS
consulting
Engineers, Inc.
7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

RELEASE INFO

2019-08-28 Opa Locka Site Plan

REVISIONS

2020-02-13 City Comments
2020/8/28 Updated Survey

AMDI USA Inc.

13050 NW 30th AVENUE
LANDSCAPE PLAN

JOB NO.: 180201
REV: 20-10-2147
SCALE: 1" = 30'

Sheet No:
L-1

NOT TO BE FILED FOR RECORDS UNLESS SIGNED, DATED AND INITIALED WITH THE SEAL OF GLEN A. HANKS, FLORIDA P.E. #153652 FOR THE FIRM

ZEHANKS
consulting
Engineers, inc.
7522 wiles rd., ste 203-B
coral springs, fl 33067
phone:954-752-8860
EB#26034

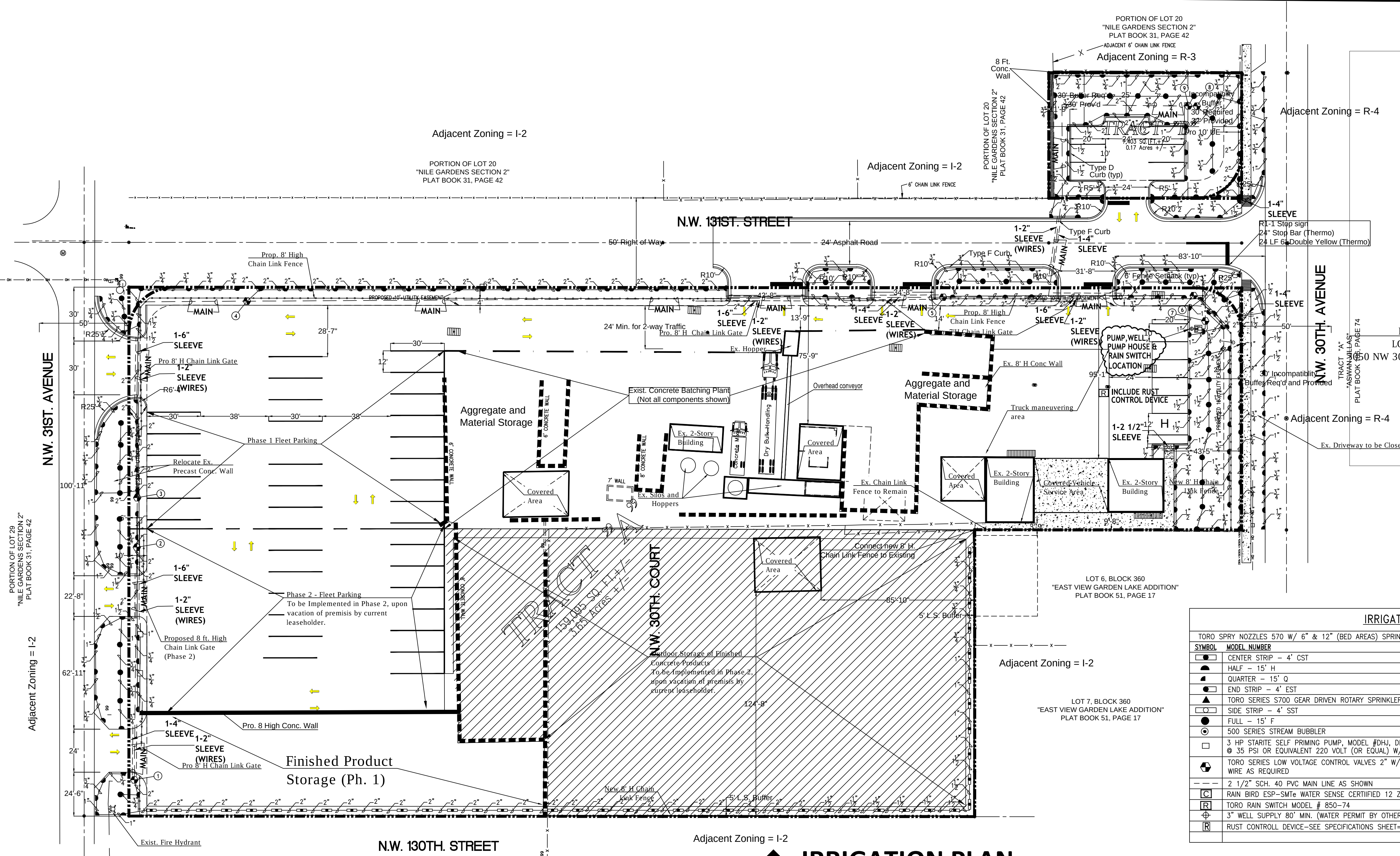
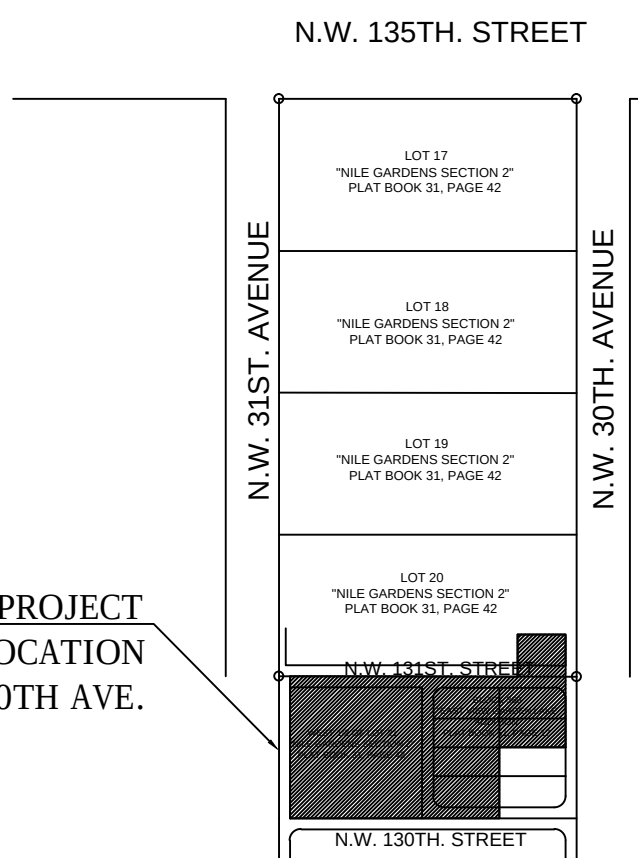
RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS

2020-02-13 City Comments
2020/8/28 Updated Survey

THE FOLLOWING DRAWINGS ARE INSTRUMENTS OF SERVICES TO THE LANDSCAPE ARCHITECT. THEY ARE NOT PRODUCTS OF DESIGNED IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS, AND ARE THE PROPERTY OF THE LANDSCAPE ARCHITECT. NO SUCH IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY ANY OTHER PERSON WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT. ANY SUCH USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT, SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF THE LANDSCAPE ARCHITECT. ANY SUCH USE, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT, SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF THE LANDSCAPE ARCHITECT.

LOCATION MAP



IRRIGATION LEGEND				
TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4' CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4' EST	4'x15'	0.60	.34 IN/H
	TORO SERIES S700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4' SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	300' RAD	2.00	1.93 IN/H
	3 HP STARTE SELF PRIMING PUMP, MODEL #DHJ, DELIVERING 75 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUIVALENT) W/ PUMP START			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
---	2 1/2" SCH. 40 PVC MAIN LINE AS SHOWN			
	RAIN BIRD ESP-SMT-E WATER SENSE CERTIFIED 12 ZONE TIME CONTROLLER RAIN SWITCH READY 220/240 VOLT			
	TORO RAIN SWITCH MODEL # 850-74			
	3" WELL SUPPLY 80' MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROLL DEVICE-SEE SPECIFICATIONS SHEET=DETAIL #1			

SEE DETAIL #1 ON SPECIFICATION SHEET												
ZONE	1	2	3	4	5	6	7	8	9	10	11	12
# HEADS	51	23	26	28	24	37	27	27	10	-	-	-
G. P. M.	67.80	56.00	63.00	64.00	62.00	72.00	63.00	55.00	65.00	-	-	-

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA



811

Know what's below.
Call before you dig.

IT'S THE LAW!

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NOTE: ZONE RUN TIME ACTIVITY SHALL BE 25 MINUTES FOR THE FIRST 30 DAYS (EXCEPT FRIDAYS) FOR THE ESTABLISHMENT OF THE PLANT MATERIALS, AFTER THE ESTABLISHMENT OF PLANT MATERIAL THE ZONES SHALL RUN A MAXIMUM OF 20 MINUTES EACH ZONE TWICE WEEKLY OR AS DIRECTED BY THE "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" RESTRICTION REQUIREMENTS.

Tracts A and B of the AMDI USA Inc. Plat, a replat of Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

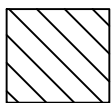
TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

Concrete and concrete products are produced within the area noted as "Ex. Concrete Batching Plant." Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and Finished Concrete Product Production

↑ IRRIGATION PLAN

SCALE: 1" = 30'-0" 

NOTES

1. LANDSCAPE CONTRACTOR TO PROVIDE LAWN IRRIGATION SYSTEM GUARANTEEING 100% COVERAGE AND 50% OVERLAP TO ALL LANDSCAPE AREAS AS REQUIRED. SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR DEVICE, AND RUST CONTROL DEVICE FOR RUST FREE WATER.
2. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC LAWN IRRIGATION SYSTEM USING POP UP HEADS; SYSTEM SHALL GUARANTEE 100% COVERAGE & A 50% MIN. OVERLAP; SYSTEM SHALL HAVE A RAIN SENSOR DEVICE THAT WILL OVERRIDE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. HOURS OF OPERATION SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR ANY RESTRICTIONS BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.
3. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED onto IMPERVIOUS SURFACES AND/ OR BE DESIGNED OR INSTALLED TO THROW WATER OVER AN IMPERVIOUS SURFACE SUCH AS A SIDEWALK, DRIVE, ETC..
4. GENERAL CONTRACTOR TO SUPPLY AND INSTALL SLEEVES AS SHOWN AND PROVIDE ELECTRICAL HOOK-UP AS REQUIRED.
5. HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
6. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PBC V-A-1.:
PIPE SIZE (INCHES) DEPTH OF COVER (INCHES)
1/2-2 1/2 18"-24"
3-5 24"-30"
6 AND LARGER 30"-36"
7. HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION. ALL RISERS SHALL BE PAINTED FLAT BLACK IF APPROVED.
8. IRRIGATION CONTRACTOR TO SELECT NOZZLE SIZE BASED ON INTENDED THROW WITHIN 25% OF MAXIMUM DESIGN THROW.
9. CONTRACTOR TO PRESSURE TEST WATER SERVICE UP TO EACH ZONE VALVE IN THE IRRIGATION SYSTEM; MAIN LINE SHALL BE LEFT EXPOSED FOR VISUAL OBSERVATION PRIOR TO BACKFILL AND REQUIRED APPROVAL BY CITY OF OPA LOCKA. CALL CITY OF OPA LOCKA FOR REQUIRED INSPECTIONS.
10. CONTRACTOR TO PROVIDE BUBBLERS AT ALL NEW TREE/PALM LOCATIONS; FIELD VERIFY LOCATIONS AS REQUIRED.

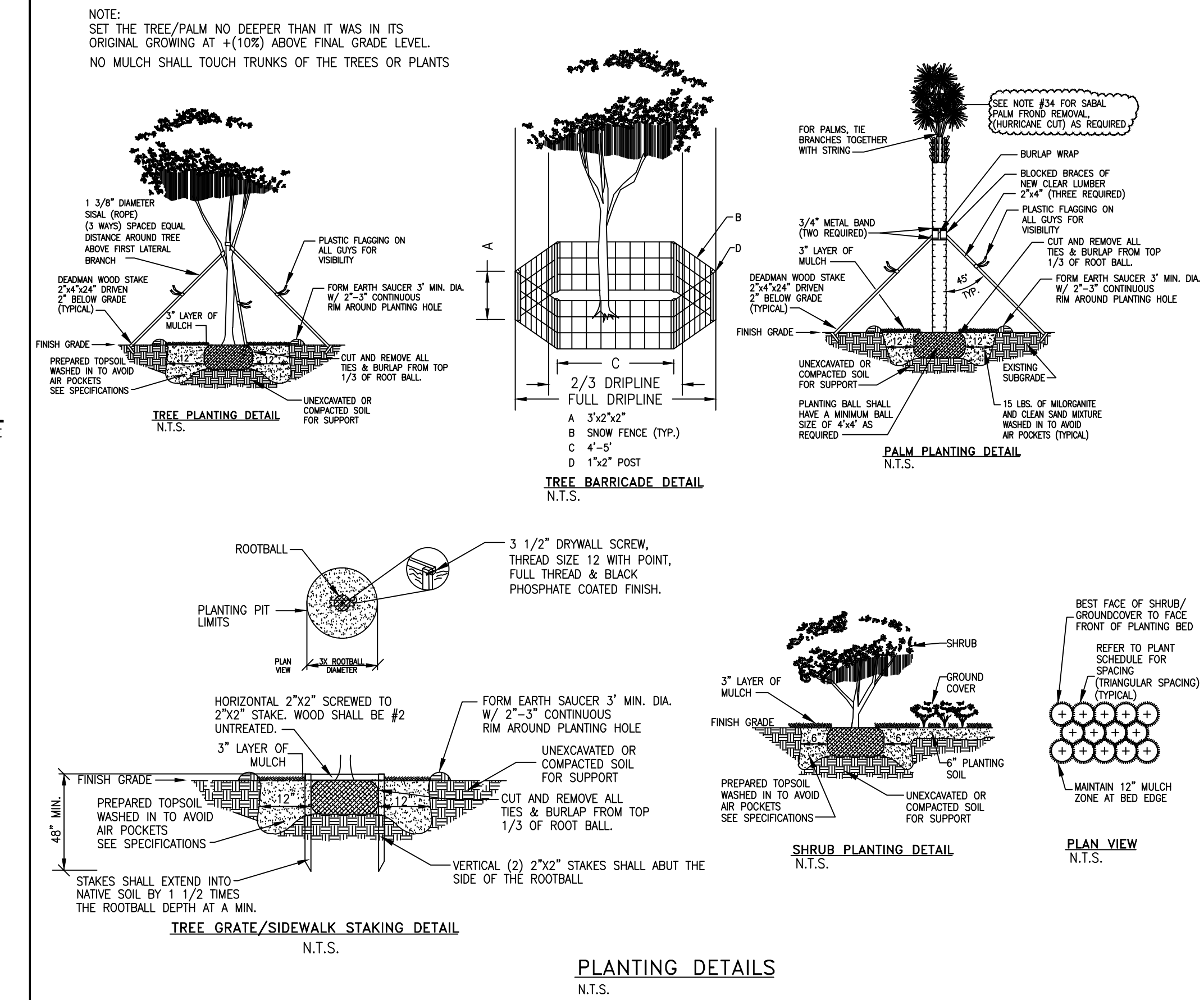
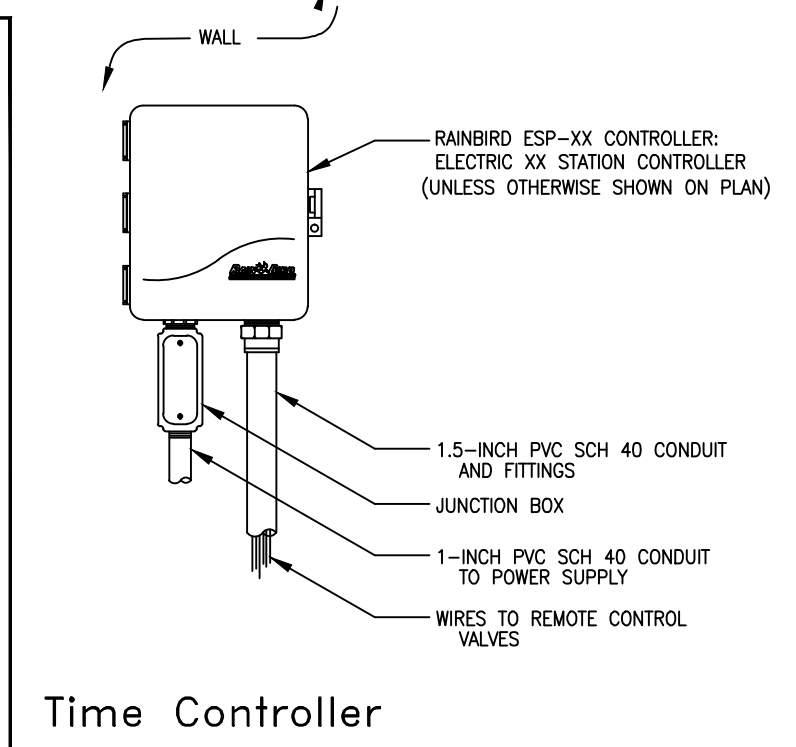
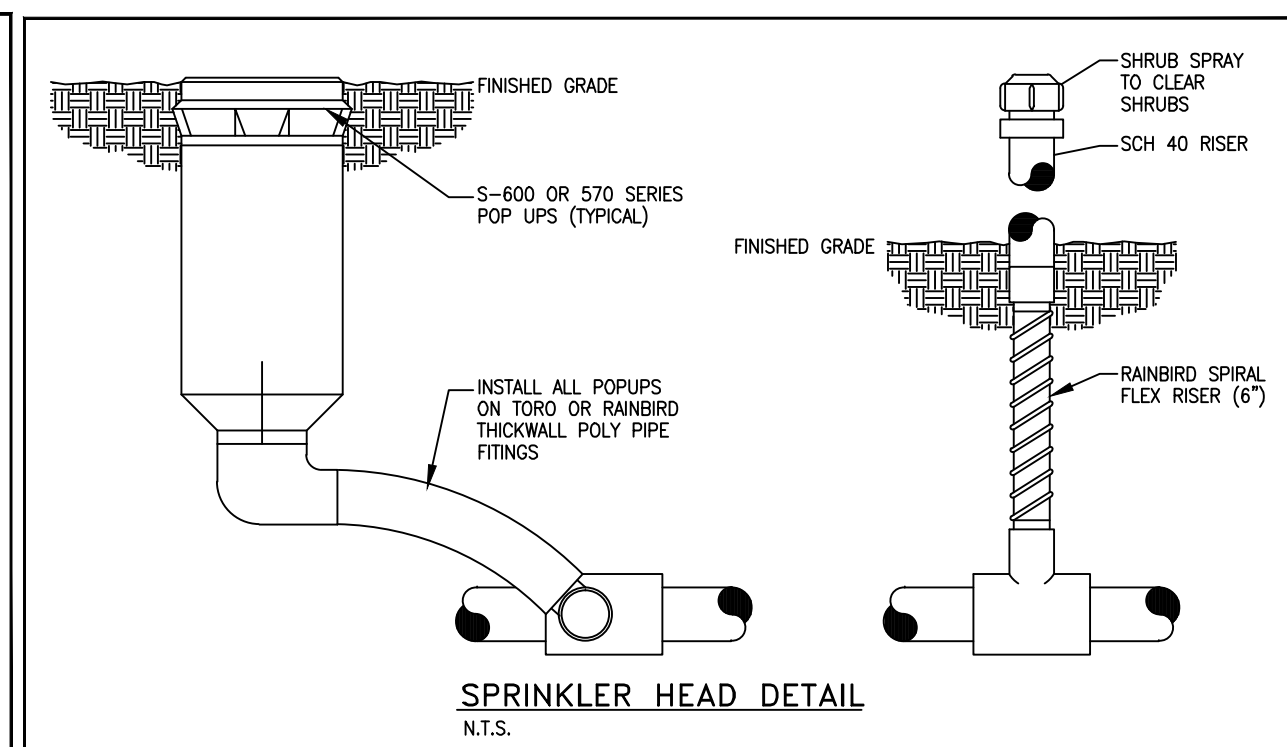
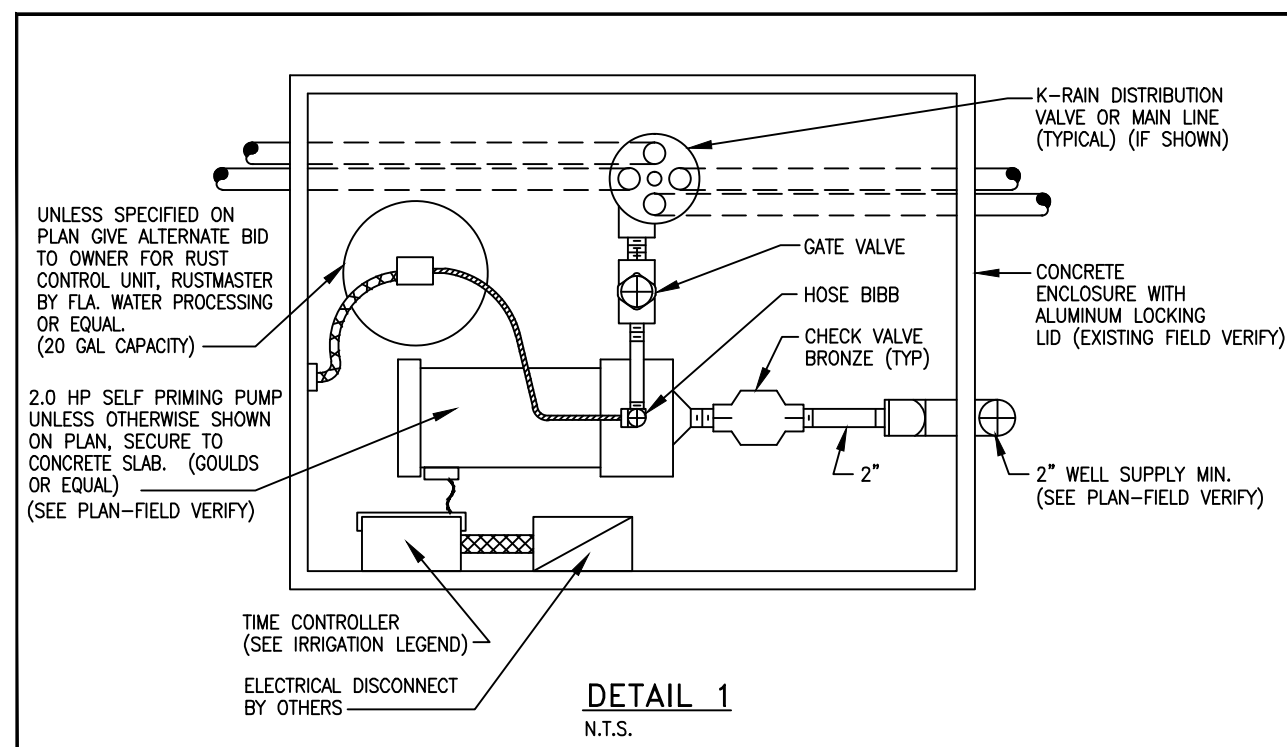
AMDI USA Inc.

13050 NW 30th AVENUE
IRRIGATION PLAN

OB NO: 180201
RBL#20-10-2147
CALE: 1" = 30'

Sheet No:
L-2

NOT TO BE FILED FOR RECORD UNLESS SIGNED,
TESTED AND EMBOSSED WITH THE RAISED SEAL OF
GLEN A. HANKS
FLORIDA P.E. #53852
FOR THE FIRM



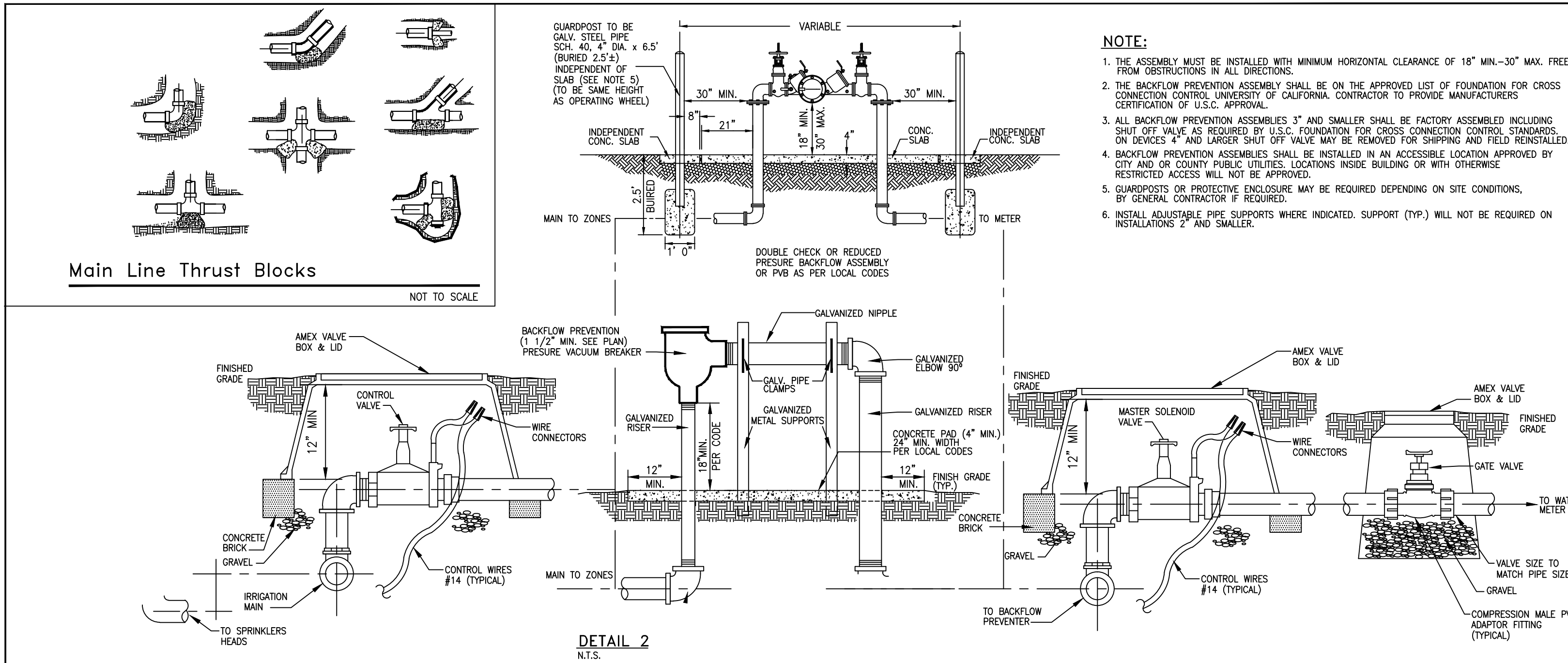
LANDSCAPE SPECIFICATIONS

- CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
- EFFECT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK. THE LANDSCAPE PLANS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR FEATURE INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
- ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR SHALL BE FLORIDA #1* OR BETTER AND SHALL BE INSTALLED AS SPECIFIED IN "FLORIDA DEPT. OF AGRICULTURAL GRADES AND STANDARDS", CURRENT EDITION RESPECTIVELY.
- ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
- ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
- ALL SOD TO BE ST. AUGUSTINE FLORATAM SOLID, UNLESS OTHERWISE NOTED.
- ALL BED AREAS TO RECEIVE A 3" LAYER OF EUCALYPTUS MULCH // FLORIMULCH & SHALL BE A MIN. OF 1'-0" WIDER THAN PLANTS (MEASURED FROM OUTSIDE OF FOLIAGE).
- ALL TREES TO RECEIVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
- ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
- LANDSCAPER TO FURNISH ALL MATERIALS AND LABOR INCLUDING PLANTS, MULCH, TOP DRESSING, SOIL PREPARATION, DECORATIVE ITEMS (IF SHOWN), INSPECTIONS, TRANSPORTATION, WARRANTY, PERMITS, ETC. NECESSARY FOR COMPLETION OF ALL LANDSCAPING REQUIRED HEREIN EXCEPT IF DESIGNATED TO BE BY OTHERS.
- LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
- OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
- LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
- PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSECTS OR THEIR EGGS. THEY SHALL HAVE HEALTHY NORMAL ROOTS AND SHALL NOT BE ROOT BOUND. QUALITY AND SIZE: ALL PLANT MATERIALS SHALL BE NURSERY GROWN UNLESS OTHERWISE NOTED.
- ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
- PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
- OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
- LANDSCAPER SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE DAILY. THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES WHILE WORK IS IN PROGRESS.
- THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE PLANS AND SPECIFICATIONS AND WILL BE RESPONSIBLE FOR ALL MEASUREMENTS EXERCISING SPECIAL CARE IN LAYING OUT WORK TO KEEP WITHIN PROPERTY LINES AND RECOGNIZING EASEMENTS. THE LANDSCAPE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY ERRORS. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN LAYOUTS.
- METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO INSURE ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
- PLANT MATERIALS ABBREVIATIONS ON THE PLANT LIST: FG (FIELD GROWN); CT (INDICATES CLEAR TRUNK MEASUREMENT FROM THE TOP OF BALL TO FIRST BRANCHING OR BASE OF THE LOWEST FROND); GAL (GALLON CAN); 3 GAL (3 GALLON CAN); OA (INDICATES OVERALL HEIGHT FROM TOP OF BALL TO MID POINT OF CURRENT SEASON'S GROWTH); SPR (INDICATES SPREAD); HVT (INDICATES HEAVY); MIN (INDICATES MINIMUM).
- SUBSTITUTION: PLANT SUBSTITUTION REQUESTS, FOR PLANT MATERIAL NOT OBTAINABLE IN THE TYPE AND SIZES SPECIFIED SHALL BE MADE PRIOR TO SUBMISSION OF BIDS. ALL SUBSTITUTION REQUESTS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT FOR CONSIDERATION AND APPROVAL. IT IS THE LANDSCAPE CONTRACTOR'S OBLIGATION TO KNOW WHERE THEY CAN OBTAIN ALL MATERIAL AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
- THE CONTRACTOR'S GUARANTEE SHALL NOT APPLY IN THE EVENT OF FIRE, FLOOD, HURRICANE, WINDSTORM, OR OTHER "ACTS OF GOD" OR DAMAGES TO LANDSCAPING IN PROGRESS CAUSED BY ANY PERSONS OTHER THAN THOSE PERSONS UNDER THE DOMINION AND CONTROL OF THE CONTRACTOR.
- SET TREES NO DEEPER THAN IT WAS IN ITS ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+1") THAN THE FINISHED GRADE.
- DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

NOTE:

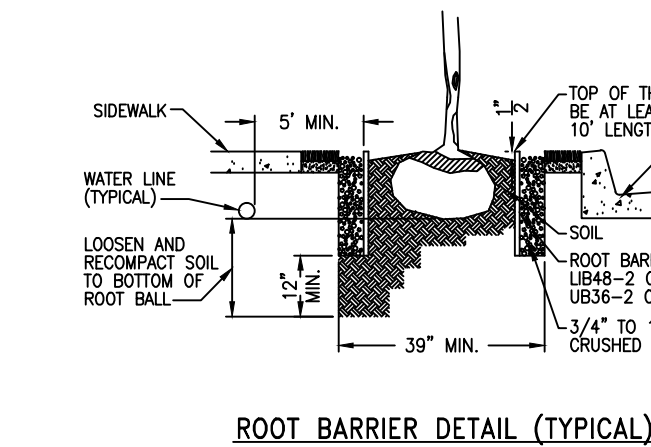
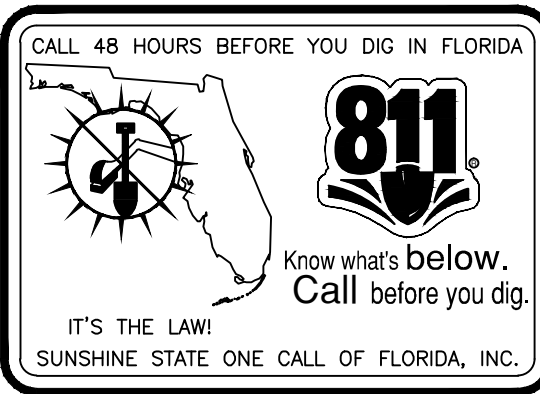
- THE ASSEMBLY MUST BE INSTALLED WITH MINIMUM HORIZONTAL CLEARANCE OF 18" MIN.-30" MAX. FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.
- THE BACKFLOW PREVENTION ASSEMBLY SHALL BE ON THE APPROVED LIST OF FOUNDATION FOR CROSS CONNECTION CONTROL UNIVERSITY OF CALIFORNIA. CONTRACTOR TO PROVIDE MANUFACTURER'S CERTIFICATION OF U.S.C. APPROVAL.
- ALL BACKFLOW PREVENTION ASSEMBLIES 3" AND SMALLER SHALL BE FACTORY ASSEMBLED INCLUDING SHUT OFF VALVE AS REQUIRED BY U.S.C. FOUNDATION FOR CROSS CONNECTION CONTROL STANDARDS. ON DEVICES 4" AND LARGER SHUT OFF VALVE MAY BE REMOVED FOR SHIPPING AND FIELD REINSTALLED.
- BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN AN ACCESSIBLE LOCATION APPROVED BY CITY AND OR COUNTY PUBLIC UTILITIES. LOCATIONS INSIDE BUILDING OR WITH OTHERWISE RESTRICTED ACCESS WILL NOT BE APPROVED.
- GUARDPOSTS OR PROTECTIVE ENCLOSURE MAY BE REQUIRED DEPENDING ON SITE CONDITIONS, BY GENERAL CONTRACTOR IF REQUIRED.
- INSTALL ADJUSTABLE PIPE SUPPORTS WHERE INDICATED. SUPPORT (TYP.) WILL NOT BE REQUIRED ON INSTALLATIONS 2" AND SMALLER.

NOT TO SCALE



IRRIGATION SPECIFICATIONS

- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
- ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
- ALL LATERALS MUST BE PVC SCH 200 AND BURIED A MINIMUM OF 12" BELOW FINISH GRADE.
- PROVIDE SLEEVES UNDER PAVEMENT PRIOR TO INSTALLATION OF SAME. PIPE INSTALLATION IN VEHICLE TRAFFIC AREAS SHALL BE AS FOLLOWS: PLUMBING BUILDING CODE APPENDIX (F) PART V-A-1: PIPE SIZE (INCHES) DEPTH OF COVER (INCHES) 1/2-2 1/2 18"-24" 3-5 24"-30" 6 AND LARGER 30"-36"
- CONTRACTOR TO SIZE PIPING (UNLESS OTHERWISE SHOWN) AND ADJUST SPRAY HEADS LOCATION TO CONFORM WITH WATER REQUIREMENTS OF ACTUAL LANDSCAPING FOR ADEQUATE WATER COVERAGE.
- IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPED AREAS AND MAINTAIN A 50% MIN. OVERLAP USING RUST FREE WATER.
- IRRIGATION CONTRACTOR TO PROVIDE 35 PSI AT ALL HEADS.
- HEADS TO BE INSTALLED IN PLANTERS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION.
- IRRIGATION CONTRACTOR TO FURNISH CONTROLLER TIME CLOCK TO BE LOCATED IN EXISTING PUMP ENCLOSURE OR APPROVED LOCATION; SEE DETAIL.
- BUILDING CONTRACTOR TO SUPPLY ELECTRICAL HOOK UP.
- ALL WORK MUST BE DONE AS PER LOCAL CODES. CODES AND STANDARDS: ALL WORK SHALL BE INSTALLED AND COMPLY WITH "FLORIDA BUILDING CODE APPENDIX (F) PART V-A-1.", INCLUDING ORDINANCES AND REGULATIONS OF ALL GOVERNING AUTHORITIES. WORK ALSO SHALL COMPLY WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM).
- SYSTEM IS TO BE DESIGNED (IF NOT SHOWN ON PLAN) AND INSTALLED BY A QUALIFIED, LICENSED, AND INSURED LANDSCAPE IRRIGATOR.
- SPRINKLER SYSTEM SHALL BE GUARANTEED FOR ONE YEAR AGAINST MECHANICAL DEFECTS.
- IRRIGATION CONTRACTOR TO USE #14 DIRECT BURIAL LOW VOLTAGE WIRE AND INSTALLED UNDER SIDE OF MAIN LINES TO INSURE PROTECTION AND LOCATING OF SAME. SLEEVED UNDER PAVEMENT AND WALKS. SPLICED ONLY AT VALVE LOCATIONS. ALL SPLICES SHALL BE MADE WATER PROOF. CONTROL WIRES SHALL BE COLOR CODED. ONE EXTRA WIRE SHALL BE RAN WITH EACH ZONE VALVE. IF K-RAINS NOT REQUIRED SEE PLAN FOR VALVE LOCATIONS.
- ALL IRRIGATION LINE LOCATIONS SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR TO ADJUST TRENCHING IN FIELD FOR EXISTING CONDITIONS, PLANTINGS AND STRUCTURES AS REQUIRED.
- IRRIGATION CONTRACTOR WILL BE RESPONSIBLE FOR HAVING UTILITIES LOCATED. CARE SHALL BE TAKEN NOT TO DISTURB ANY UNDERGROUND CONSTRUCTION OR UTILITIES. ANY DAMAGE TO THESE FACILITIES DURING THE PLANTING OPERATIONS WILL BE REPAIRED AT THE EXPENSE OF THE IRRIGATION CONTRACTOR IN A MANNER APPROVED BY THE OWNER.
- ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERGROUND FULLY AUTOMATIC IRRIGATION SYSTEM USING POP-UP SPRINKLERS. SYSTEM SHALL PROVIDE 100% COVERAGE WITH A 50% OVERLAP (MINIMUM) USING RUST FREE WATER, EXCEPT PRESERVED AREAS REMAINING IN NATURAL STATE. A RAIN SENSOR DEVICE OR SWITCH SHALL BE INSTALLED THAT WILL OVERRIDE THE IRRIGATION SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON IMPERVIOUS SURFACES AND/OR BE DESIGNED OR INSTALLED TO THROW WATER OVER IMPERVIOUS SURFACE SUCH AS SIDEWALKS, ETC.. HOURS OF OPERATION FOR ALL IRRIGATION SYSTEMS SHALL BE LIMITED TO 5:00 PM TO 8:00 AM ONLY OR AS MAY BE FURTHER RESTRICTED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.



- NOTE: A ROOT BARRIER SYSTEM SHALL BE INSTALLED IN SITUATIONS WHERE A TREE OR PALM IS PLANTED WITHIN 10' OF A PAVED SURFACE, STORM SEWER OR INFRASTRUCTURE.
- MINIMUM ROOT BARRIER REQUIREMENTS:
- PANEL 0.085 THICK POLYPROPYLENE
 - ROUNDED EDGES
 - ANTI-LIFT PADS
 - ZIPPER JOIN SYSTEM
 - 24" DEPTH

NOTE: BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES. FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND

TORO SPRY NOZZLES 570 W/ 6" & 12" (BED AREAS) SPRINKLER BODY (NO RISERS)				
SYMBOL	MODEL NUMBER	AREA	GPM	PRECIPITATION
	CENTER STRIP - 4" CST	4'x30'	1.20	.68 IN/H
	HALF - 15' H	15' RAD	2.00	1.29 IN/H
	QUARTER - 15' Q	15' RAD	1.00	1.17 IN/H
	END STRIP - 4" EST	4'x15'	0.60	.34 IN/H
	TORO SERIES 5700 GEAR DRIVEN ROTARY SPRINKLER	42' RAD	3.50	1.93 IN/H
	SIDE STRIP - 4" SST	4'x30'	1.45	.75 IN/H
	FULL - 15' F	15' RAD	4.00	1.95 IN/H
	500 SERIES STREAM BUBBLER	10' RAD	3.20	1.93 IN/H
	2 HP STARTE SELF PRIMING PUMP, MODEL #0HJ, DELIVERING 55 GPM @ 35 PSI OR EQUIVALENT 220 VOLT (OR EQUAL) W/ PUMP STARTER			
	TORO SERIES LOW VOLTAGE CONTROL VALVES 1" & 1 1/2" W/ DIRECT BURIAL #14 WIRE AS REQUIRED			
	RAIN BIRD ESP-SMTO WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
	RAIN BIRD RAIN SWITCH MODEL # 850-74			
	2" WELL SUPPLY 80" MIN. (WATER PERMIT BY OTHERS)			
	RUST CONTROL DEVICE-SEE SPECIFICATIONS SHEET-DETAIL #1			

Michael E. Rawls
 14417 STERUP LANE
 WELLCINGTON, FL 33414
 TEL: (561) 756-7707
 MICHAEL E. RAWLS FL#40001633
 EMAIL - mr@richardbartlettlandscape.com

Richard Bartlett Landscape, Inc.
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 WELLCINGTON, FL 33414
 TEL: (561) 756-7707
 MICHAEL E. RAWLS FL#40001633
 EMAIL - mr@richardbartlettlandscape.com

RELEASE INFO

2019-08-28 Opa-Locka Site Plan

REVISIONS

2020-02-13 City Comments
 2020/8/28 Updated Survey

AMD USA Inc.

13050 NW 30th AVENUE

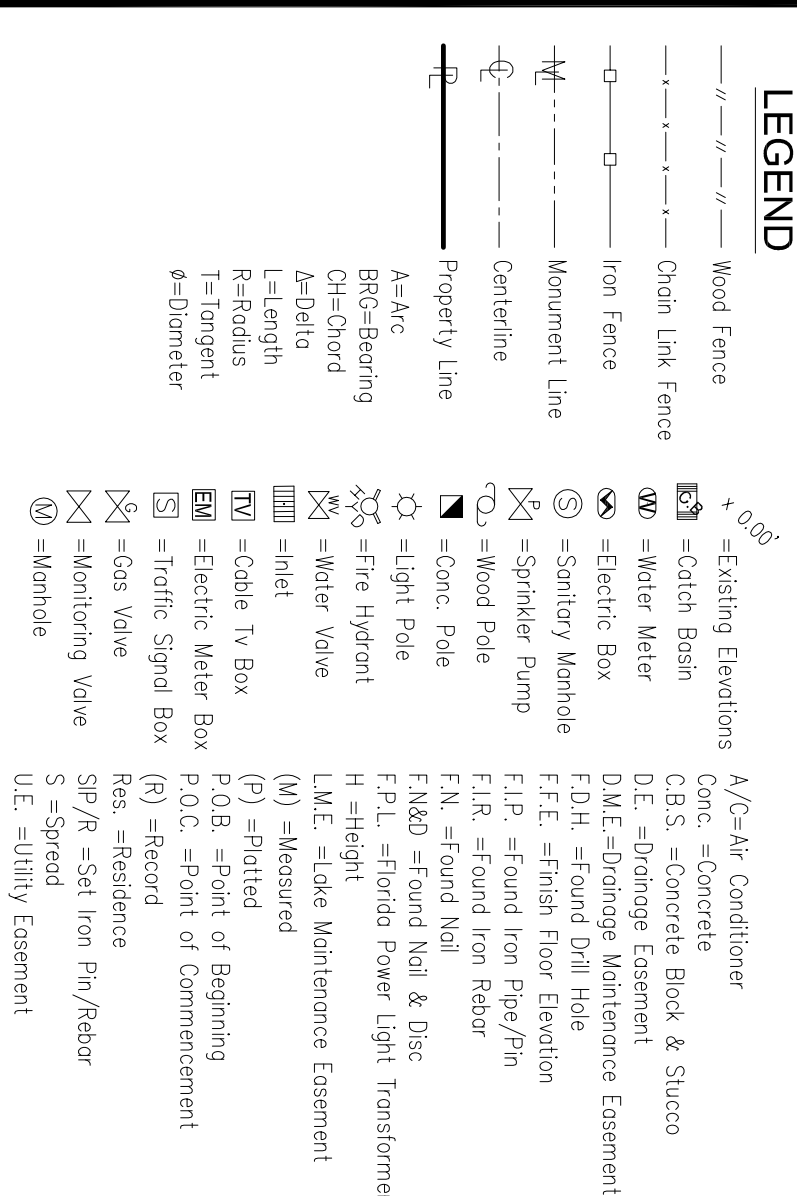
SPECIFICATIONS SHEET

JOB NO. 180201
 88-20-10-2147
 SCALE: 1" = 30'

Sheet No:
 L-3

NOT TO BE FILED FOR RECORD UNLESS SIGNED,
 DATED AND WITNESSED BY THE ISSUING SEAL OF
 GLEN A. HANKS
 FLORIDA P.E. #33852
 FOR THE FIRM

“AMDI USA TRACT”



Curve #	Radius	Delta	Length	Tangent	Chord/Big
C1	25.00'	89.57.43"	39.25'	24.98'	S44-56-55E
C2	25.00'	90.02.17"	39.29'	25.02'	S45-01-05W
C3	25.00'	89.57.43"	39.25'	24.98'	S44-58-55E

Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION"

According to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:
The West 1/2 of Tract 21, "MILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:
The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
220, "NILE GARDENS, Section I and II", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

Property Address: 13050 NW 30th AVENUE, OPA LOCKA, FL 33054

tox Folio #08-2128-002-0020
tox Folio #08-2128-002-0030
tox Folio #08-2128-002-0040
tox Folio #08-2128-002-0050
tox Folio #08-2128-002-0060
tox Folio #08-2128-002-0090
tox Folio #08-2128-004-0330
tox Folio #08-2128-004-0380



PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

- 1) The Legal Description to the Property was obtained from OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Certification for Title Insurance.
- 2) This Certification is only for the funds as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances OPINION OF TITLE.
- 3) An examination of Commitment Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, Agent's File No.: 01-2009-010865, effective date, September 8, 2009, was made to determine recorded instruments, if any affecting this property. However, there may be additional restrictions not shown on this instrument that may be found in the Public Records at this County.

- 4) Accuracy. The expected use of the land, as classified in the Standards of Practice (5.1-17FAC), is "Residential High Risk." The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was used to exceed this requirement.
- 5) Boundaries. Boundaries are made in accordance with the United States Standard feet.
- 6) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown herein.
- 7) Not valid without the signature and the original sealed seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 8) Underground utilities are not depicted herein, contact the appropriate authority prior to any design work, or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown herein.
- 9) The surveyor does not determine fence and/or wall ownership.
- 10) Survey subjects to EARTHQUAKE and FLOODING.
- 11) Type of Survey: BOUNDARY / GEODESIC SURVEY.
- 12) Instrument used: Leica TS15, Leica Total Station.
- 13) File Name: 380, of "EAST MEAN GARDEN LANE ADDITION", according to the said and thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other hearings or relative thereto.
- 14) Flood Zone Data: Community/ Panel #D0657/033A/ District 9/11/2009
Flood Zone: "A1" & "X" Base Flood Elevation = +7.0'
- 15) Elevations shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
- 16) Benchmark Used: Miami-Dade County Benchmark #N1-463-NC. Elevation = +8.89'
- 17) Legal Description shown herein as per above noted.
- 18) Present Zoning: R-2 (Inland Planned District)
- 19) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Side = 15 feet

Source: City of Dade Local Planning Department

- 19) Subject property has access to a public right-of-way: NW 30th Avenue & NW 38th Avenue
- 20) Road Centerline: 46.33 feet shown on MDCDD File # FLOOD CTRCH.MXD, as recorded in Plat Book 51, Page 9 of the public records of Miami-Dade County, Florida.
- 21) Site Development Data:
Front "Fg" = Existing Structures to remain. Usage: Heavy Equipment Storage
Total Building Area = 2,000 square feet (existing)

22) All utilities are available for this site.

23) This PLAN OF SURVEY has been prepared for the exclusive use of the entities named herein. The Certificate does not extend to any unmentioned party.

24) The express purpose of this plot is to close, vacate, and abandoned for public use portions of NW 30th Court, NW 120th Street and 10 utility easement.

HEREBY CERTIFY THAT: In the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Boundary and Topographic Survey meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 30-17, Florida Administrative Code, pursuant to Section 220.021, Florida Statutes.

HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28, Subdivision Code of Miami-Dade County, Florida.

Copies of this Boundary and Topographic Survey are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

ROYAL POINT LAND SURVEYORS, INC.
LB No. 7282

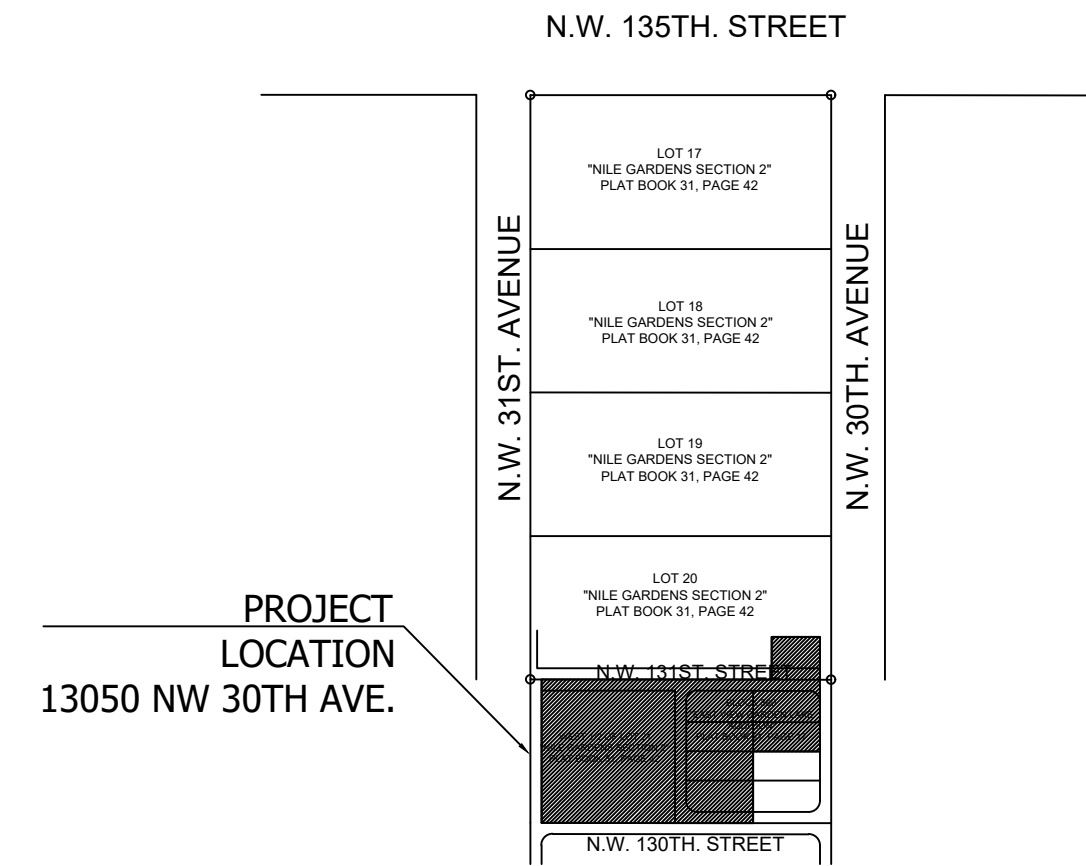
PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5680
State of Florida
Date of Survey: 06/09/2018
Date of Last Revision:

Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 15th Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

[illegible]

 ROYAL POINT LAND SURVEYORS, INC. L.B.# 7282	
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 /* 305-698-9468 FAX.305-827-9669	
PREPARED FOR: AMDI USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA	TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT

LOCATION MAP



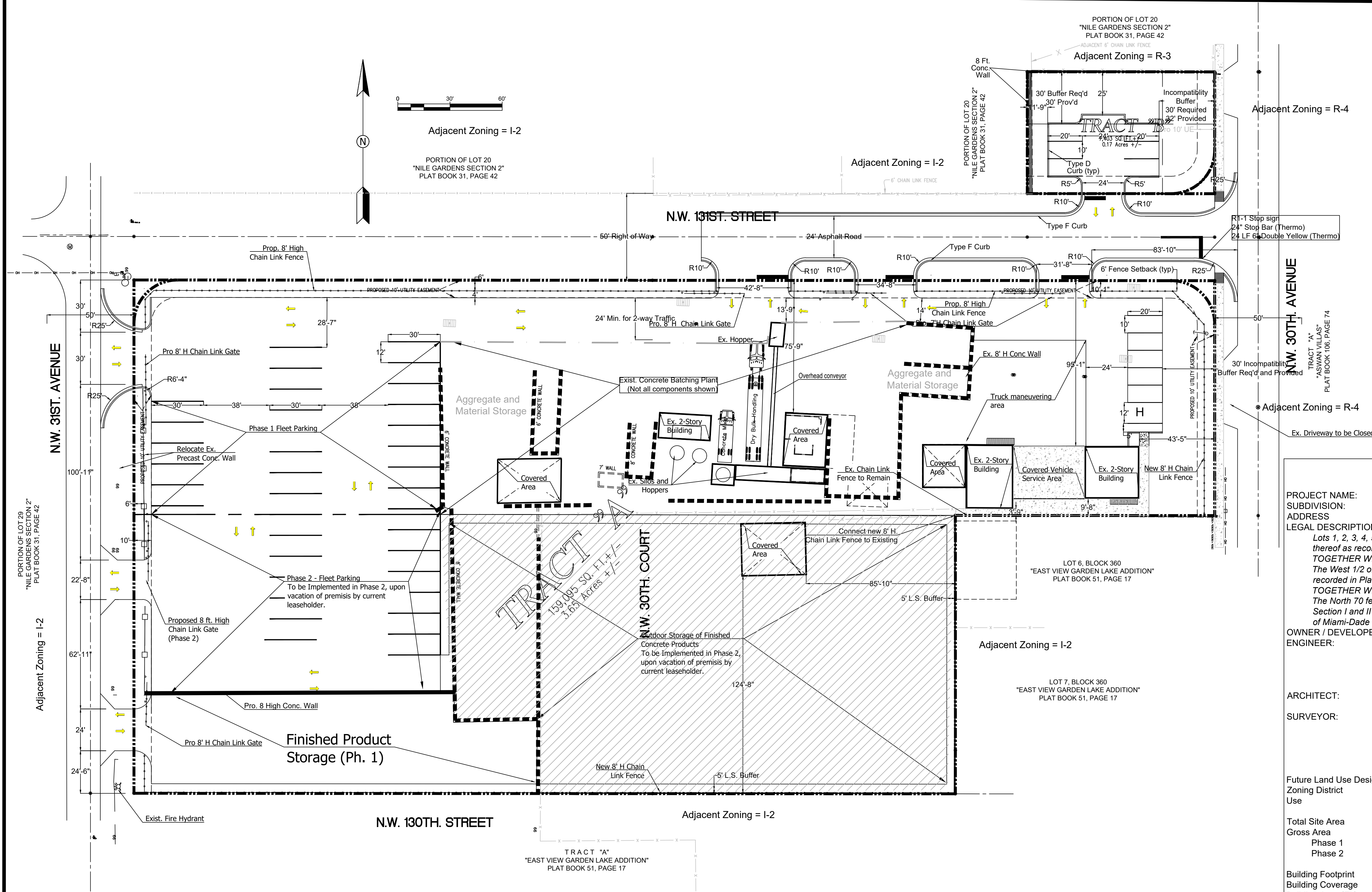
Site Data Table

PROJECT NAME:	AMDI USA, INC.	
SUBDIVISION:	AMDI USA, INC.	
ADDRESS	13050 NW 30TH AVE.	
LEGAL DESCRIPTION:	Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida. TOGETHER WITH: The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS, Section I and II", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.	
OWNER / DEVELOPER	IDMA Holdings, LLC.	
ENGINEER:	GLEN A. HANKS, P.E. GLEN HANKS CONSULTING ENGINEERS, INC 7522 WILES ROAD, STE 203 CORAL SPRINGS, FL 33065	
ARCHITECT:	N/A	
SURVEYOR:	Jacob Gomis, PSM Royal Point Land Surveyors 6175 NW 153rd Street, Suite 321 Miami Lakes, FL 33014	
Future Land Use Designation	Required Industrial I-2	Provided Industrial I-2 (Industrial Planned) Cement and Clay Products*
Total Site Area	166,498 SF (3.82 AC)	
Gross Area	166,498 SF (3.82 AC)	
Phase 1	101,595 SF (2.3 AC) (61.1%)	
Phase 2	64,903 SF (1.5 AC) (38.9%)	
Building Footprint	2,261 SF	
Building Coverage	2,261 SF	
Building Area (Ex)	4,102 SF	
Roofed Area	4,338 SF	
Paved Areas	138,684 SF (83%)	
Total Impervious Areas	145,283 SF (87%)	
Maximum Ht./Number of Stories	45 ft or 3 stories	2 stories (20 ft est.)
Floor Area Ratio	< 1.0 FAR	.023
Pavement and other Impervious		
Ex.	162,840 SF (3.74 AC) (97.8%)**	
Proposed	138,684 SF (3.18 AC) (83%)***	
Greenspace/Landscape		
Existing	0	
Proposed Ph. 1	21,215 SF (13% of Gross Site)***	
Setbacks		
Front	25 ft	75'9" (storage bldg) 94'5" (office bldg)
Side Interior	0 ft.	3'4"
Side Street	15 ft (50 ft. from Residential)	43'5"***
Rear	15 ft	3'9" ***
Parking @		
1 space/400 SF office	10 spaces (incl 1 H/C)	13 spaces (incl 1 H/C)

* Special Exception Approval Required

**Existing Non-conforming site feature

***Existing Non-conforming allowed to remain



LEGAL DESCRIPTION:

Tracts A and B of the AMDI USA Inc. Plat, a replat of
Lots 1, 2, 3, 4, 5 and 8, Block 360, "EAST VIEW GARDEN LAKE ADDITION"
according to the plat thereof as recorded in Plat Book 51, Page 17, Public
Records of Miami-Dade County, Florida.

TOGETHER WITH:

The West 1/2 of Tract 21, "NILE GARDENS, Section I and II" according to
the plat thereof as recorded in Plat Book 31, Page 42, Public Records of
Miami-Dade County, Florida.

TOGETHER WITH:

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract
20, "NILE GARDENS, Section I and II", according to the plat thereof as
recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County,
Florida.

Concrete and concrete products are produced
within the area noted as "Ex. Concrete Batching Plant."
Not all industrial components within this area are shown.



Limits of Existing Concrete Batching and
Finished Concrete Product Production

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations; and

WHEREAS, the Applicant seeks to obtain Development Agreement Review approval in the accordance with the requirements of the City of Opa-Locka for the operation of a concrete batching plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330 in the I-2 Zoning District; and

WHEREAS, the Applicant has submitted plans through the site plan process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation. The Applicant will take steps to mitigate or reduce the non-conforming aspect as much as possible by site design or through variance request; and

WHEREAS, on November 17, 2020, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval of the application for the variance requests by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Development Agreement attached hereto as Exhibit "A".

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL

Approval of Development Agreement. The Planning & Zoning Board of the City of Opa-Locka hereby approves an approval request for the Development Agreement, attached hereto as Exhibit "A", for operation of a Concrete Batching Plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2021.

Matthew A. Pigatt, 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 Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



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

Department Director:	Gregory Gay		Department Director Signature:		
City Manager:	John E. Pate		CM Signature		
Commission Meeting Date:	May 12, 2021	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No X	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes X	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
ILA Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o

Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

This Development Agreement request was reviewed by the Planning & Zoning Board on November 17, 2020. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Resolution
PZAB Application
PZAB Meeting Minutes 11-17-20
Staff Report
Site Plan

Record and Return to: (enclose self-addressed stamped envelope)
Hope W. Calhoun, Esq.
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

This Instrument Prepared by:
Law Offices of Burnadette Norris-Weeks, P.A.
City of Opa-locka
780 Fisherman Street
Opa-locka, FL 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND IDMA HOLDINGS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this ___ day of _____ 2021 ("Execution Date") by and between IDMA Holdings, LLC/AMDI USA, Inc., a Florida limited liability company ("Owner") with a mailing address of 13050 NW 30th Avenue, Opa Locka FL 33054 and the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, FL 33054

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 3.82 acres of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. 0821280020020, 0821280020030, 0821280020040, 0821280020050, 0821280020060, 0821280020090, 0821280040330 and 0821280040380 (the "Property"), the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Owner acquired ownership of the Property with an existing concrete and batching plant located there upon ("Project")

WHEREAS, the City Commission, on _____, 2021 adopted Resolution Numbers _____, _____, _____, approving a Special Exception Site Plan, a Tentative Plat, and Variances ("Applications") for the Proposed Development type which includes approximately 4,102 square foot office building, 13 office parking spaces, the concrete batching plant area as well as parking and loading area for the concrete/cement trucks and 21,215 square feet of landscaping; and

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
 - d. "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
 - e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, IDMA Holdings, LLC/AMDI USA, Inc., a Florida limited liability company and/or any of its respective successors, assigns, or heirs thereof.
 - f. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

- g. "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- h. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,
- i. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein
- j. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- k. "Existing Zoning" means (a) all entitlements associated with the City's approval of the IDMA Holdings, LLC/AMDI USA, Inc., at 13050 NW 30th Avenue Site Plan, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-locka, including the City of Opa-locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.
- l. "Final Site Plan" means the IDMA Holdings, LLC/AMDI USA, Inc. at 13050 NW 30th Avenue "Site Plan approved by the City Commission via Resolution No. _____ for the existing concrete batching plant currently existing on the Property and the office and surface parking and landscaping in accordance with the site plan.
- m. "Governing Body" means the City of Opa-Locka's City Commission or successor entity.
- n. "Initial Term" is thirty (30) years commencing on the Effective Date.
- o. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.
- p. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land effect as of the Effective Date.
- q. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance 15-31.
- r. "Parties" means the City and the Owner, IDMA Holdings, LLC/AMDI USA, Inc.
- s. "Project" is the IDMA Holdings, LLC/AMDI USA, Inc. at 13050 NW 30th Avenue facility as described in the plans prepared by Glen Hanks Consulting Engineers, Inc. for the existing concrete batching plant as described by the AMDI site plan and dated August 29, 2020, which proposes the development of approximately 3.2 acre parcel of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, and identified by Miami-Dade County Tax Folio Nos 0821280020020, 0821280020030,

0821280020040, 0821280020050, 0821280020060, 0821280020090, 0821280040330 and 0821280040380 (the "Property"), the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A."

- t. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.
- u. "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Number _____ and _____ approving the IDMA Holdings, LLC/AMDI USA, Inc., at 13050 NW 30th Avenue Site Plan and the IDMA Holdings, LLC/AMDI USA, Inc. Development Agreement Project.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, P.S., the City, and the Owners/Owners shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6. Term of Agreement and Binding Effect. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. Termination. No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. Expiration / Termination / Default Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Zoning Regulations not

inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

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

- a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project, and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.
- b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- c. All signage shall comply with all city sign code ordinance requirements.
- d. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the IDMA Holdings, LLC/AMDI USA, Inc. Site Plan. Such items include but are not specifically limited to:
 - Design of all physical structures, water bodies, private and public improvements and
 - The color and dimensional characteristics of all building materials
 - All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan
- e. Owner guarantees to preserve and maintain all buildings and structures consistent with the IDMA Holdings, LLC/AMDI USA, Inc. at 13050 NW 30th Avenue Site Plan, or to cause any tenant of the property to do so, for the entire period in which the Owner owns the land or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this agreement until November 2050.
- f. Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution.
- g. Owner shall strive to employ qualified residents from the City of Opa Locka to work at the Property (prior to and after construction). In order to accomplish this task, the Owner shall coordinate with the Career Source of South Florida office, located in the City.
- h. Owner shall also encourage all contractors and subcontracts to employ Opa-Locka residents through the assistance of the Career Source South Florida office.
- i. Owner agrees: To host job fairs for (business) operation jobs;

- j. All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- k. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- l. The following timelines shall be complied with by Owner, IDMA Holdings, LLC/AMDI USA, Inc.. Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
 - Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
 - Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

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

- (a) Modifications to existing approvals and permits, including the Site Plan Amendment
- (b) Water, sewer, paving and drainage permits
- (c) Building permits
- (d) Sign permits
- (f) Certificates of use and occupancy
- (g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
- (h) Any liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement.

10. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will also be served by any and all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property. All development orders or permits sought to be

issued for the Project pursuant to this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Owner constructs the Property in compliance with the City's Laws, Comprehensive Plan and Land Development Regulations in existence as of the Effective Date. Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

11. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), RS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

12. Reservation of Development Rights. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

13. Zoning and Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

14. Necessity of Complying with Local Regulations Relative to Development Permits. In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to

address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

15. Good Faith; Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at: City Manager
 City of Opa Locka
 780 Fisherman Street
 Opa Locka, Florida 33054

With a copy to: Law Offices of Burnadette Norris-Weeks, P.A.
 City Attorney
 City of Opa Locka
 780 Fisherman Street
 Opa Locka, Florida 33054
 And
 401 North Avenue of the Arts
 Ft. Lauderdale, FL 33311

If to the Developer at: IDMA Holdings, LLC/AMDI USA, Inc., a Florida limited
 liability company
 13050 NW 30th Ave.
 Opa Locka, FL 33054

With a copy to: Dunay Miskel Backman, LLC
 14 SE 4th Street
 Suite 36

Boca Raton, FL 33432
Attn: Hope W. Calhoun, Esq.

17. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate level. Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

18. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

19. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

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

21. Periodic Review of Agreement. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated, good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City.

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

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2021.

Approved for form and legal sufficiency:

City Attorney:

IDMA Holdings, LLC/AMDI USA, Inc., a
Florida limited liability company

WITNESS:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)

:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ____ physical
presence or ____ online notarization, on this _____ day of _____, 2021 by Alex Orozco as
Manager of IDMA Holdings, LLC, a Florida limited liability company. He is:

____ personally known to me, or

____ produced identification. Type of identification produced _____.

Notary Public, State of Florida at Large

Print Name

My Commission Expires:

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates

1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

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

Page 2 of 5

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATIONAPPLICATION NUMBER: _____ CHECK NUMBER: 4754 DATE RECEIVED: _____PROPERTY OWNER'S NAME: IDMA Holdings, LLCPROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

APPLICANT'S NAME: AMD I USA, Inc.APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL

Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 305-200-4778 HOME _____ OTHER 305-423-5805SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.

Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2LEGAL DESCRIPTION: See attached

Please check specific request:

☐ Tentative Plat☐ Final Plat☐ Comprehensive Plan Amendment: ☐ Small Scale, ☐ Large Scale (please specify type of amendment below)☐ Rezoning☐ Drainage Plan☐ Fill Permit Request☐ Preliminary Site Plan Review☐ Final Site Plan Review☐ Conditional Use Permit - No Plans☐ Conditional Use Permit - With Plans☐ Special Exception - No Plans☐ Special Exception - With Plans☒ Development Agreement☐ Restrictive Covenant☐ Other - Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☐ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☐ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Ornela, 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

13050 NW 30th Ave.

Date

Sworn to and subscribed before me:

This 5 day of August, 2020

My commission expires 4/1/23

Notary Public

Attach copy of identification



Page 4 of 5



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:

see letter dated 4/6/2020

I do give to Hope Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope Calhoun, Esq. 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 5 day of August 2020

Notary Public

My commission expires: 4/1/23



April 6, 2020

Gregory Gay, Director
Planning and Community Development Department
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: AMDI USA Inc.
13050 NW 30th Ave, Opa-Locka, FL
Job No. 18-0201

Mr. Gay:

The limited space on the application prevents the entirety of the legal description and all property control numbers from being reflected on the application. Please refer to the following complete legal description and property control numbers for this application.

Legal Description

Lots 1, 2, 3, 4, 5 and 8, Block 360 "East View Garden Lake Addition" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The West ½ of Tract 21, "NILE GARDENS, Section 1 and 2" according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.
TOGETHER WITH

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, "NILE GARDENS Section 1 and 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County Florida

Tax Folio Numbers

1. 08-2128-002-0020
2. 08-2128-002-0030
3. 08-2128-002-0040
4. 08-2128-002-0050
5. 08-2128-002-0060
6. 08-2128-002-0090
7. 08-2128-004-0380
8. 08-2128-004-0330

Regards,

Glen A. Hanks, P.E.
Senior Professional



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

Hope W. Calhoun, Esq.

14 SE 4th Street

Suite 36

Boca Raton, FL 33432

This Instrument Prepared by:

Hope W. Calhoun, Esq.

14 SE 4th Street

Suite 36

Boca Raton, FL 33432

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA,
FLORIDA AND IDMA HOLDINGS, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this ___ day of _____ 2020 ("Execution Date") by and between IDMA Holdings, LLC, a Florida limited liability company ("Owner") with a mailing address of 13050 NW 30th Avenue, Opa Locka FL 33054 and the City of Opa-Locka, a municipal corporation of State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, FL 33054

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 3.82 acres of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. 082120020020, 08210020030, 082120020090, 082120020050, and 082120020060 (the "Property"), the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Owner acquired ownership of the Property with an existing concrete and batching plant located there upon ("Project")

WHEREAS, the City Commission, on _____, 2021 adopted Resolution numbers _____ approving a site plan amendment, a plat, a special exception, and assorted variances ("Applications") for the Business; and

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. Definitions.
 - a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
 - d. "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
 - e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, IDMA Holdings, LLC, a Florida limited liability company and/or any of its respective successors, assigns, or heirs thereof.
 - f. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

- g. "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- h. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,
- i. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein
- j. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- k. "Project Site Plan" is the Site Plan amendment approved by the City Commission via Resolution No. _____ for the existing batch and concrete plant currently existing on the Property.
- l. "Governing Body" means the City of Opa-Locka's City Commission or successor entity.
- m. "Initial Term" is thirty (30) years commencing on the Effective Date.
- n. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.
- o. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land effect as of the Effective Date.
- p. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Unified Land Development Regulation Code, the Ordinance and the Resolution Number _____.
- q. "Project" is the existing batching and concrete plant as described by the AMDI site plan amendment.
- r. "Property" means the approximately 3.2 acre parcel of land located at 13050 NW 30th Avenue Opa-Locka, FL 33054, and identified by Miami-Dade County Tax Folio Nos 082120020020, 08210020030, 082120020090, 082120020050, and 082120020060, the legal descriptions of which is attached hereto and made a part hereof as Exhibit "A."
- s. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.
- t. "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Number _____ approving the Applications for the Project.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S., ("Act"), in compliance with section 4.16 of the City of Opa-Locka's Unified Land Development Regulation Code, the Ordinance and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, P.S., the City, and the Owners/Owners shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6. Term of Agreement and Binding Effect. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by Other party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. Upon the expiration or termination of this Agreement the Property shall be subject to all then applicable land use terms and regulations of the City.

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

- a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project, and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.
- b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- c. All signage shall comply with all city sign code ordinance requirements.
- d. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Site Plan Amendment. Such items include but are not specifically limited

to design of all physical structures, water bodies, private and public improvements.

- e. Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution.
- f. Owner shall strive to employ qualified residents from the City of Opa Locka to work at the Property (prior to and after construction). In order to accomplish this task, the Owner shall coordinate with the Career Source of South Florida office, located in the City.
- g. Owner shall also encourage all contractors and subcontracts to employ Opa-Locka residents through the assistance of the Career Source South Florida office.
All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- h. Parking and weigh scale

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

- (a) Modifications to existing approvals and permits, including the Site Plan Amendment
- (b) Water, sewer, paving and drainage permits
- (c) Building permits
- (d) Sign permits
- (f) Certificates of use and occupancy
- (g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
- (h) Any liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement.

10. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will also be served by any and all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property. All development orders or permits sought to be issued for the Project pursuant to this Agreement are hereby found to meet

concurrency standards set forth in the Comprehensive Plan (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Owner constructs the Property in compliance with the City's Laws, Comprehensive Plan and Land Development Regulations in existence as of the Effective Date. Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

11. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), RS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

12. Reservation of Development Rights. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plait and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agree Tent shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner's consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

13. Zoning and Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

14. Necessity of Complying with Local Regulations Relative to Development Permits. In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the

Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

15. Good Faith; Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at: City Manager
City of Opa Locka
780 Fisherman Street
Opa Locka, Florida 33054

With a copy to: City Attorney
City of Opa Locka
780 Fisherman Street
Opa Locka, Florida 33054

If to the Developer at: IDMA Holdings, LLC, a Florida limited liability company
13050 NW 30th Ave.
Opa Locka, FL 33054

With a copy to: Dunay Miskel Backman, LLC
14 SE 4th Street
Suite 36
Boca Raton, FL 33432
Attn: Hope W. Calhoun, Esq.

17. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate level. Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

18. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

19. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

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

21. Periodic Review of Agreement. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated, good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City.

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

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____ day of _____, 2020.

Approved for form and legal sufficiency:

City Attorney:

IDMA Holdings, LLC, a Florida limited liability company

WITNESS:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)
 :
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, on this _____ day of _____, 2020 by Alex Orozco as Manager of IDMA Holdings, LLC, a Florida limited liability company. He is:

____ personally known to me, or
____ produced identification. Type of identification produced _____.

Notary Public, State of Florida at Large

Print Name

My Commission Expires:

4754

**AMDI USA INC.**

13050 NW 30th AVENUE
OPA LOCKA, FL 33054
305-200-4778

Bank of America.

ACH R/T 063100277

63-27/631



08/05/2020

PAY TO THE
ORDER OF

City of Opa Locka

\$ **3,500.00

Three Thousand Five Hundred and 00/100*****

DOLLARS

City of Opa Locka
780 Fisherman St Suite 120
Opa Locka, FL 33054

MEMO

Development Agreement Application



ny/Vorago
AUTHORIZED SIGNATURE

AMDI USA INC.

4754

08/05/2020

City of Opa Locka
61000 Business Licenses and Permits Development Agreement Application

3,500.00

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

Virtual P&Z Meeting

Tuesday, November 17, 2020

5:30 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Virtual Planning & Zoning Meeting to order at 5:30 p.m. on Tuesday, November 17, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis On March 20, 2020, municipalities may conduct meetings of their governing boards without Having a quorum of its members present physically or at any specific location, and utilizing Communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b) 2, Florida Statutes.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, Members of the public wishing to address the P&Z have been offered the opportunity To do so. Public comments will be included as part of the public record for this virtual Meeting and will be considered by the P&Z prior to any action taken.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special virtual session on Tuesday, November 17, 2020 at 5:30 p.m. The following members of the Planning & Zoning Meeting were present: Board Member Germane Barnes, Board Member Claudienne Hibbert-Smith, Board Member Dawn Mangham, & Board Member Rose Tydus & Chairman Elio Guerrero.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE: Prayer was led by Board Member Tydus and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from September 8, 2020 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from September 8, 2020 meeting.

Board Member Rose Tydus made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Elio Guerrero	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Rose Tydus	Yes

IV. PUBLIC HEARING:

1. APPLICANT NAME: ADMI USA, INC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
13050 NW 30th Avenue,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING VARIANCE REQUEST APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: Items one through four are companion items. As it relates to this project application they will be doing a presentation for all four items. This site has been long used as an industrial site. The four items are before you deal with variance, special exception of the site plan,

tentative plat which was requested by Miami-Dade County for the site to be replatted and the fourth item is the developer agreement for the approval of the concrete batching plant. This application it to update and correct the issues that have occurred at this site for a number of years. The concrete batching plant is already on the site and is already operational. As a part of the update a variance information have been applied for a variance to have a public record to show that they went through the process for the concrete batching plant to operate.

****Attorney Hope Calhoun on behalf of the applicant “ADMI USA, INC” came before the Planning Zoning Board to present their project via zoom with a power point presentation for items 1-4 on the agenda.***

Attorney Calhoun: This batching plant owned and operated by my client has been in operation for more than 15 years. It’s before you now because we have a new client. My client purchased it and just want to make sure it’s operating and consistent with the current city code. As a result we have the four applications before you. A special exception is required which is item number 2 on your agenda. Item one is listed a variance request. We have four items: Variance, Special Exception, tentative Plat unifying 8 parcels (verify all of the parcels outlined in 1 cohesive plat and item four the developer agreement. They are all companion items. We have a few variances to reconsider. The dimensions are mentioned. We need variances to make it in compliance with the code. Are there any questions?

Board Member Barnes: Prior history of what operated on this site?

Chairman Guerrero: It’s in compliance?

Mr. Lee: The zoning district allows this use. They are not in conflict. The variance addresses the items the Attorney already presented. The reason we are suggesting approval the items were already on the property. They are complying and they are just updating the process that should have been addressed. Staff recommends approval.

Public Comments: “No questions were asked from the Public. Public Comments are closed.

Board Member Barnes made a motion to approve item 1 based upon contingent exhibit “A”. Board member Mangham second.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

2. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SPECIAL EXCEPTION SITE PLAN REVIEW APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Special Exception/Staff recommends approval.

Board Member Barnes make a motion to approve item 2 based upon contingent to “Exhibit A”.
Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

3. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER: IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING TENTATIVE PLAT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Tentative Plat/Staff recommends approval.

Board member Barnes made a motion to approve item “3”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

4. **APPLICANT NAME:** ADMI USA, INC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY OWNER : IDMA HOLDINGS, LLC
 13050 NW 30th Avenue,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 13050 NW 30th Avenue, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30th Avenue, AND IDENTIFIED BY FOLIO(S) 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330; IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Development Agreement/Staff recommends approval.

Board member Tydus moved to approve item “4” and Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	N/A (Audio Issues)
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

5. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING REZONING REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Bala/Applicant: I don't have a presentation. However; this will take place in an enclosed warehouse

Chairman Guerrero: What is the use?

Bala/Applicant: A truck parking facility.

Mr. Delaine does a presentation and speaks that they meet the criteria and requirements.

Mr. Delaine: Rezoning request/Staff recommends approval.

Board member Mangham makes a motion to approve item "5". Board member Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	N/A (Audio Issues)

6. **APPLICANT NAME:** ARMANDO DE LEON
 P.O. BOX 160938
 HIALEAH, FL 33016

PROPERTY OWNER : 3805 NW 132ND STREET, LLC
 3805 NW 132ND STREET,
 OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW REQUEST APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Site Plan approval/Staff recommends approval.

Board member Mangham makes a motion to approve item “6”. Board member Barnes second the motion.

There being no discussion, the motion passed by a 5-0.

Germane Barnes	Yes
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

7. **APPLICANT NAME:** ARMANDO DE LEON
P.O. BOX 160938
HIALEAH, FL 33016

PROPERTY OWNER: 3805 NW 132ND STREET, LLC
3805 NW 132ND STREET,
OPA-LOCKA, FL 33054

PROPERTY ADDRESS: 3805 NW 132ND STREET, OPA-LOCKA, FL 33054

REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE OPERATION OF A CONSTRUCTION AND DEMOLITION (C&D) MATERIAL RESOURCE FACILITY (MRF) ON THE PROPERTY LOCATED AT 3805 NW 132ND STREET, AND IDENTIFIED BY FOLIO 08-2129-010-0090; IN THE I-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Delaine: Development Agreement/Staff recommends approval.

Board Member Mangham move to approve item “7”. Board member Tydus second the motion.

There being no discussion, the motion passed by a 4-1.

Germane Barnes	No
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Elio Guerrero	Yes
Rose Tydus	Yes

Chairman Guerrero: Any questions board members for the applicant?

***No questions but there was one Public Comment.**

(There was 1 Public Comment) Listed Below:

Subject: C and D Resource Facility planned for 3805 NW 132nd Street

My name is Larry Olesky. I am the owner of 13195 NW 38th Avenue. The property to the south of the above subject property. I have the following questions and concerns about the effects of the Operations of A, C and D to the neighboring properties.

What type of construction material will be processed and how will it be processed?

Will the material be asbestos free and how will this be monitored?

Will the material be lead free and how will this be monitored?

Will the process be compacting, compressing and/or pulverizing?

Will the process be noisy?

Will the process pollute the air and ground water with dust?

What tonnage do you anticipate processing in a year?

What will be the effects on local traffic?

A major concern is the erosion and flooding of 38th Avenue directly in front of my property and the only entrance and exit to the 3805 property. When this area floods (which is often), getting in and out of this area is extremely dangerous. It is common to see abandoned cars sitting in the street that has been flooded.

Any zoning approvals for this area should be directly tied to Road and Sewer Repairs prior to increased industrialization.

This proposed process will require daily, multiple trucks bringing material to the site and multiple trucks leaving the facility with the processed material.

I would appreciate my concerns and recommendations being considered for the sake, safety and respect of the neighborhood.

Thank you for your consideration, Larry Olesky

***Bala/Applicant: The applicant spoke on all of the questions and stated on the record that this project would not bring conflict to any businesses. They will follow guidelines and be in compliance.**

STAFF UPDATE

VI ADJOURNMENT

Chairman Elio Guerrero adjourned the meeting.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

**FIRST READING
ORDINANCE / PUBLIC
HEARING**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC. TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 1, 2019, pursuant to Resolution 19-9687, a Lease Agreement was entered into by and between the City of Opa-Locka ("City") and SFSE LLC. ("SFSE", "School") for the premises located in a portion of the third floor of the facility located at 780 Fisherman Street, Opa-Locka, FL. The lease for SFSE's current tenancy is set to expire on August 31, 2021; and

WHEREAS, SFSE LLC desires to continue its current lease of space at 780 Fisherman Street, as well as add additional Tenant Space, Suite 250, to its tenancy. The proposed date for SFSE's occupancy of Suite 250 is August 1, 2021; and

WHEREAS, SFSE LLC provides well structured, academically focused classes with high rigor curricula for Science, Technology, Engineering, and Mathematics for Gifted and Autistic students grades K-12; and

WHEREAS, the School is dedicated to serving the educational and social-emotional needs of all students, including those who are Average, At Risk, have Disabilities, Gifted, Autistic and Asperger; and

WHEREAS, the proposed term of the lease is two years with a monthly base rent of Eighteen Thousand, Nine Hundred Eighty-Five Dollars and Thirty-Two Cents (\$18,985.32) for the first year. The rent payments will provide annual revenue to the City of Two Hundred Twenty-Seven Thousand, Eight Hundred Twenty-Three Dollars and Eighty-Four Cents (\$227,823.84) per year. Tenant will also be responsible for a Proportionate Share of Ten Thousand, Six Hundred Sixteen Dollars and Fifty-Nine Cents (\$10,616.59). The base rent will be increased by three percent (3%) each year. The proposed start date of the lease is August 1, 2021; and

WHEREAS, the City desires to enter into a Lease Agreement with SFSE LLC for a portion of the property located at 780 Fisherman Street, in the City of Opa-Locka, pursuant to the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit “A”; and

WHEREAS, the City Commission of the City of Opa-Locka has determined that entering into the Lease Agreement is in the best interest of the residents of the City.

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

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization. The City Commission hereby authorizes the City Manager to execute a lease agreement, attached hereto as Exhibit "A", with SFSE LLC for space located at 780 Fisherman Street, under the terms and conditions set forth in Exhibit “A” hereto.

Section 3. This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

Section 4. Conflict & Repealer. All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Effective Date. This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka is subject to the approval of the Governor or Governor’s Designee.

PASSED FIRST READING this ____ day of _____ 2021.

PASSED SECOND READING this ____ day of _____ 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:				Department Director Signature:			
City Manager:	John E. Pate			CM Signature:			
Commission Meeting Date:	07.14.2021		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X			X			
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐				
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

An ordinance authorizing the City Manager to execute a lease agreement with South Florida School of Excellence to occupy space at the facility located at 780 Fisherman Street, Opa-locka, FL 33054.

Staff Summary:

South Florida School of Excellence provides an education for Gifted and Autistic students grades K-12. The school currently occupies space on the third floor at 780 Fisherman Street; however, there is a great need for additional space to accommodate the entire school. The school recently closed its previous location because they felt it was necessary to make accommodations for the students and staff to operate from one facility.

South Florida School of Excellence have agreed to a staggered dismissal with 15-minute intervals to not interrupt traffic and to allow for a smooth dismissal process.

By entering into the lease agreement this would allow the school to operate from one facility in addition to occupying additional space to accommodate their students and staff through July 31, 2023.

Financial Impact: The lease will consist of two years with annualized revenue in the first year of \$227,824, including the tenant's share of common area charges, with a 3% escalator for the second year. It is the City's intent to allow the current tenant (SFSE, LLC) to occupy space at 780 Fisherman Street for 2 years.

Proposed Action:

The City Manager recommends approval.

Attachment:

1. Draft Lease Agreement

Lease Agreement

South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of August 1, 2021

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** South Florida School of Excellence
- C. ADDRESS OF
LEASED PREMISES:** 780 Fisherman Street, Ste. 250, 328, 334, and 335
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 15,712 rentable sq. ft.
- E. LEASE DATE:** August 1, 2021
- F. LEASE TERM:** Two (2) years
- G. RENT:**
- Suite 250 (6,638 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$8,020.91 per month for year one (\$96,251.00 per year).
Base rent will be increased by 3% each year.
- Suite 328 (1,830 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$2,211.25 per month for year one (\$26,535.00 per year).
Base rent will be increased by 3% each year.
- Suite 334 (3,598) sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$4,347.58 per month for year one (\$52,171.00 per year).
Base rent will be increased by 3% each year.
- Suite 335 (3,646 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$4,405.58 per month for year one (\$52,867.00 per year).
Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.66% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on August 1, 2021, Tenant will pay its prorated share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2021. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

DATE OF LEASE EXECUTION:

As of August 1, 2021

ARTICLE 1

REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
- 1.1.1 LANDLORD: City of Opa-locka
- 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
- 1.1.3 TENANT: South Florida School of Excellence
- 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
- 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
- 1.1.6 TENANT'S SPACE: Suites 250, 328, 334, and 335 located on the third floor of the Building, as shown on the floor plan attached hereto as Exhibit A
- 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 15,712 square feet
- 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.66%
- 1.1.9 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
- 1.1.10 TERM COMMENCEMENT DATE: August 1, 2021

TERM EXPIRATION DATE: July 31, 2023
- 1.1.11 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.
- 1.1.12 SECURITY DEPOSIT: First and Last month rent = \$37,220.46 (\$21,178.64) Previously paid in original lease agreement (\$16,041.82) Due for Ste. 250

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

On September 1, 2019 a Lease Agreement was entered into by and between the City of Opa-locka, a Florida municipal corporation and South Florida School of Excellence for the premises located in a portion of the third floor of the building located at 780 Fisherman Street in the City of Opa-locka. Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall include additional space on the second floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be revised from 9,074 sq. ft. to 15,712 sq. ft.
2. The Lease shall extend the term of the lease from September 1, 2019 - August 31, 2021 to August 1, 2021 - July 31, 2021.
3. Effective August 1, 2021 the monthly rent shall be \$18,985.32, which is \$14.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.66 % (\$884.71) per month.

ARTICLE 2

PREMISES AND TERM

2.1 PREMISES: Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord

from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "Term"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE 4

RENT

4.1 RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other

applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.1.5 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

(a) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

- (b) Freight elevators on an "as available" basis for incidental use by Tenant;
- (c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and
- (d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at

its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term

all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord,

unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises

if the Mortgagee elects to do so and a reasonable time to corrector cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord

shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its

sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of

the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS: MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation

under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and (v) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, 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 Landlord 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 of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, 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 Tenant and its officers, employees, servants, agents, 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 of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord 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 Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

_____ By: _____

Name: _____

TENANT: SOUTH FLORIDA SCHOOL OF
EXCELLENCE

Witness:

_____ By: _____

Name: _____

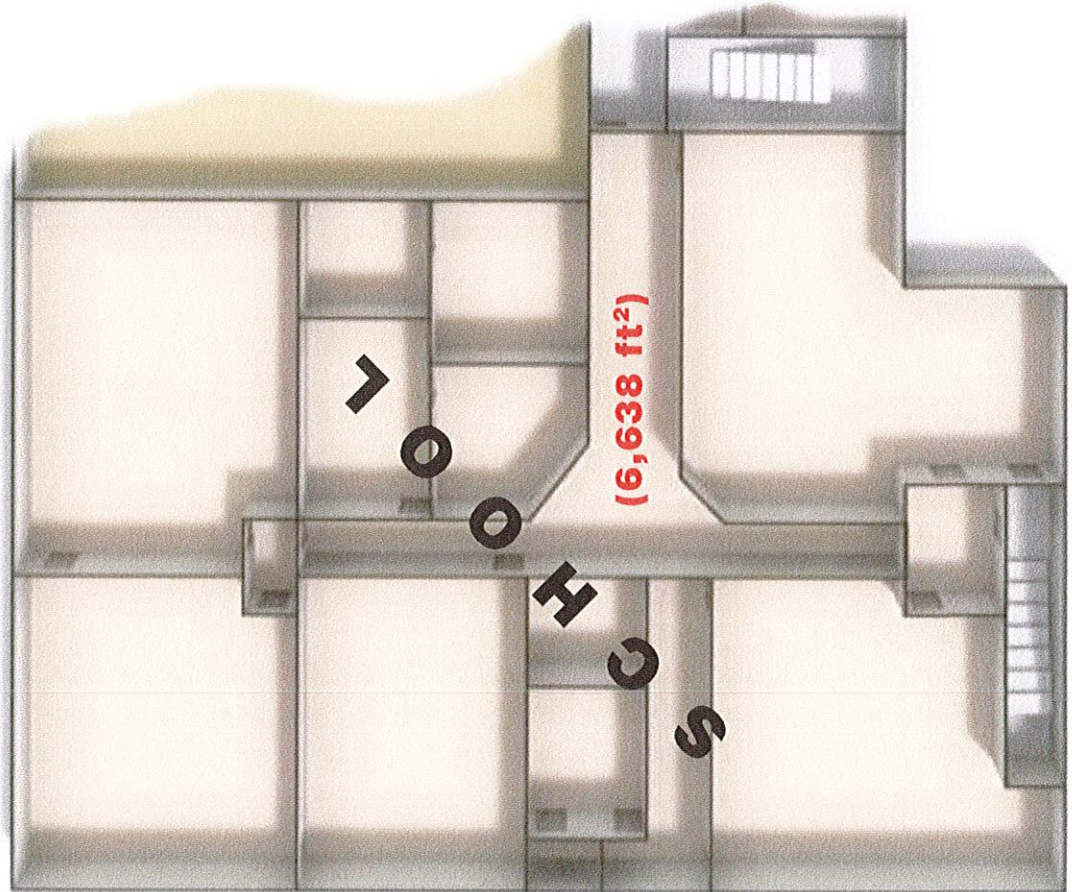
As To Legal Sufficiency and Form

Burnadette Norris-Weeks, City Attorney
City of Opa-locka

EXHIBIT A



Fisherman Street

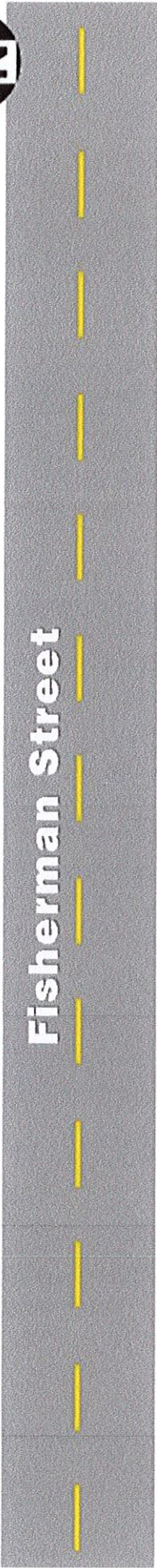


780 - Fisherman Street
Opa-Locka

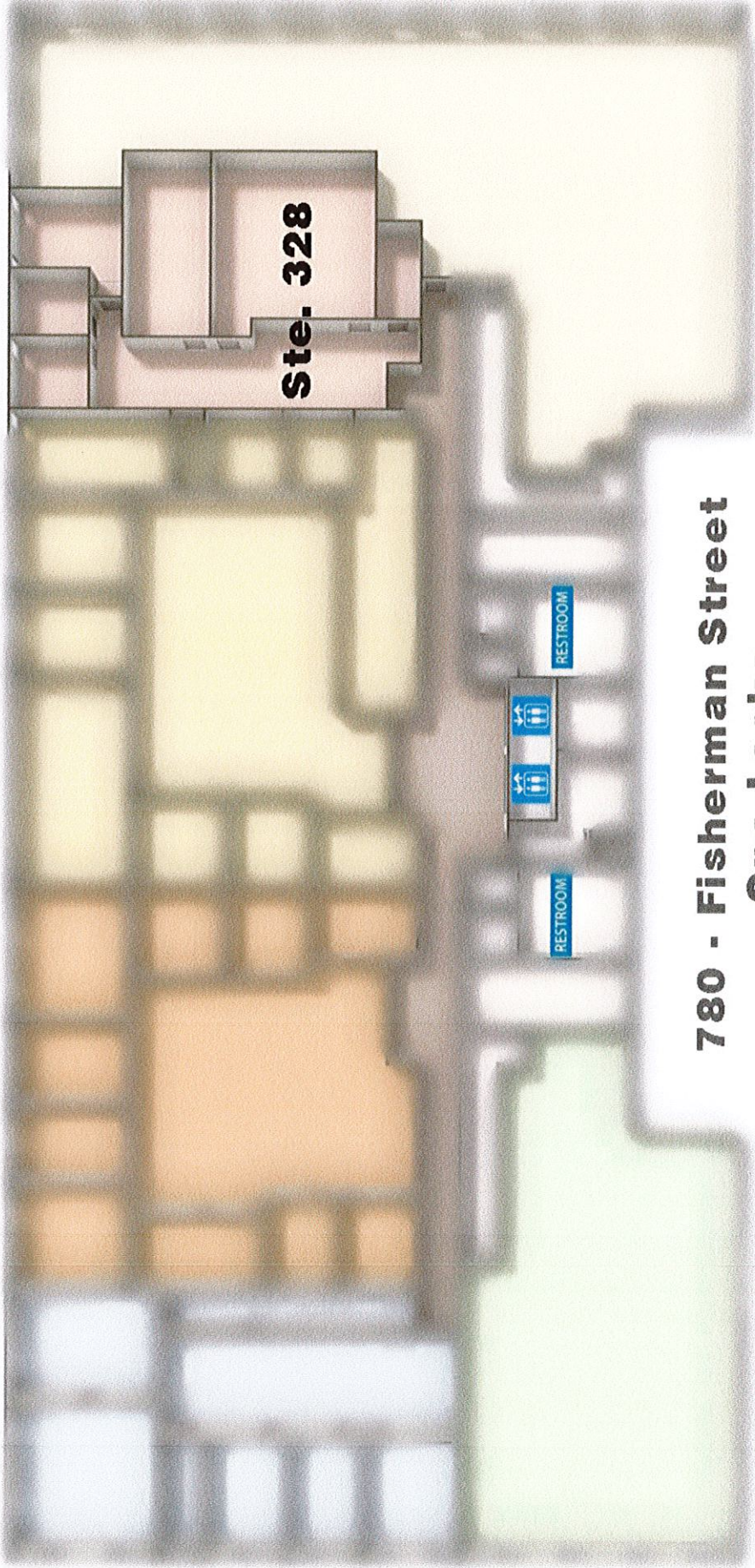
2nd Floor

(Ste. 250 WEST)

(6,638 ft²)



Fisherman Street



Ste. 328

RESTROOM

RESTROOM

**780 - Fisherman Street
Opa-Locka**

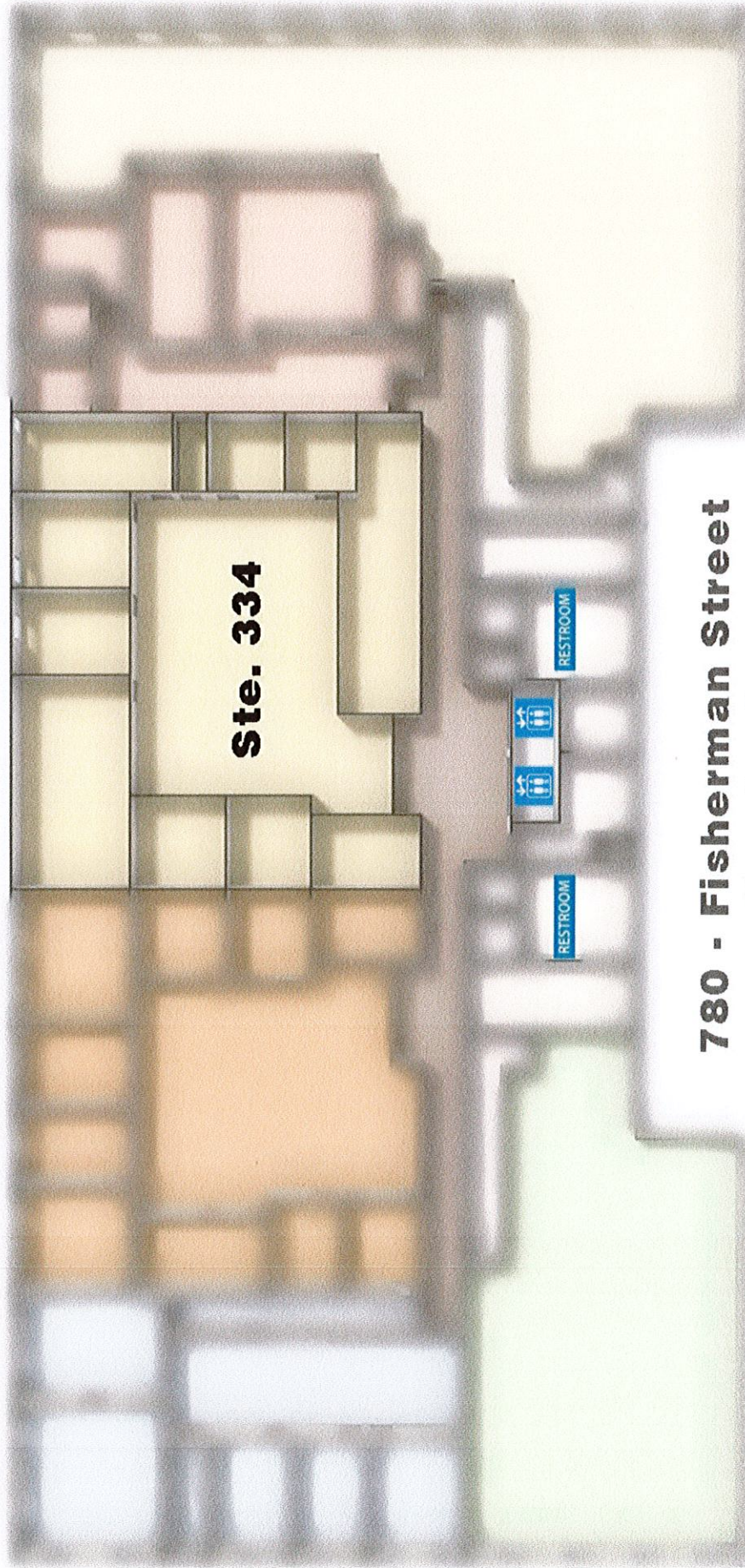
3rd Floor

Ste. 328 1,830 ft²

EXHIBIT A



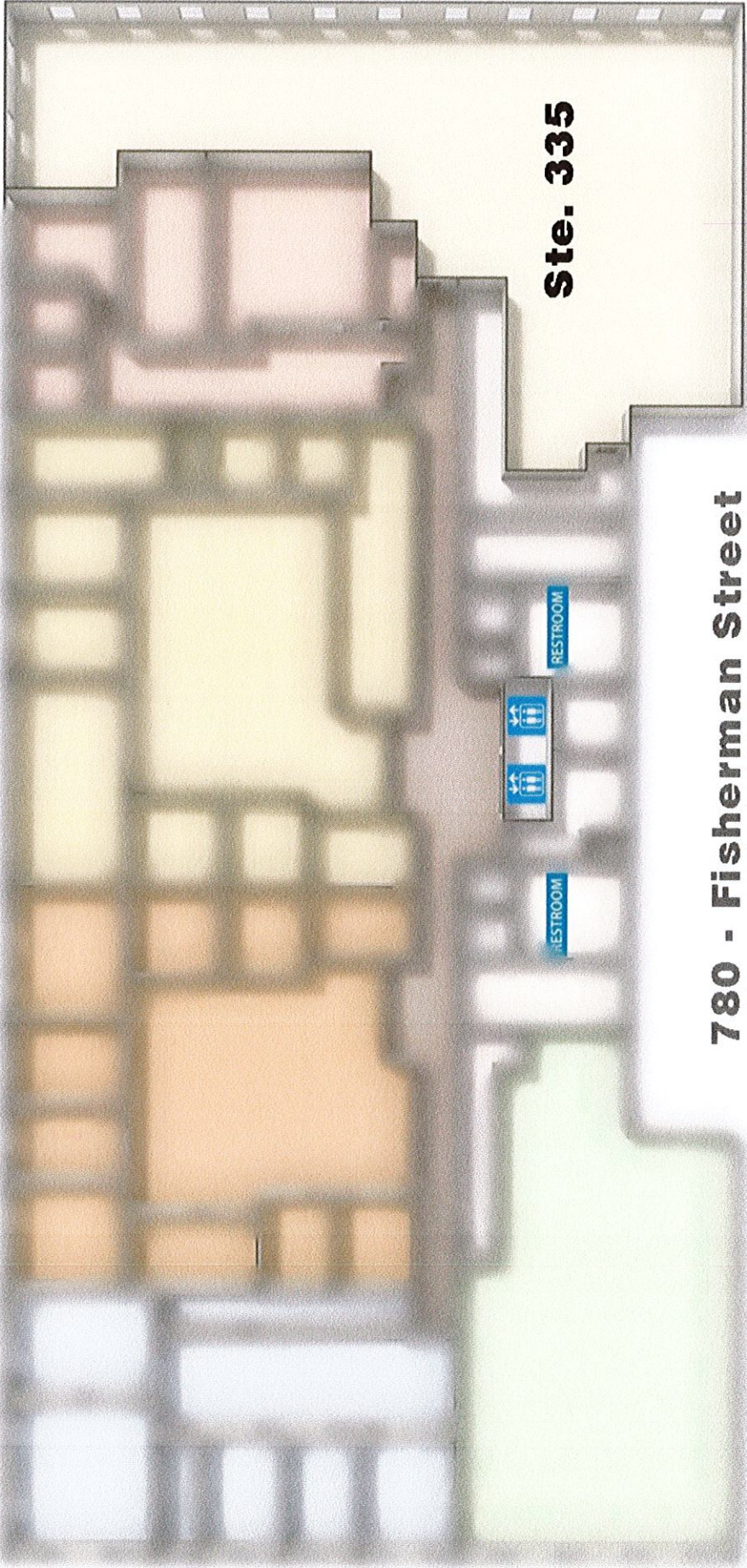
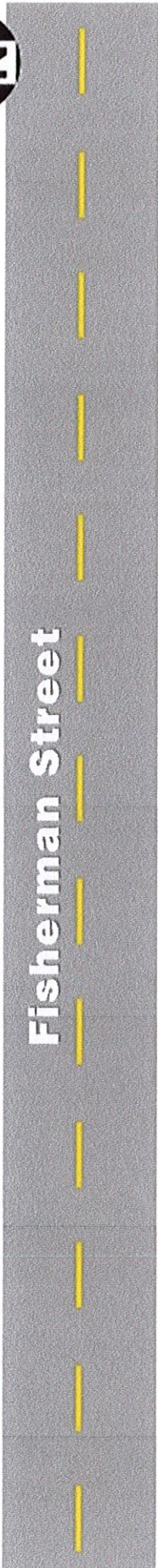
Fisherman Street



780 - Fisherman Street
Opa-Locka

3rd Floor

Ste. 334 3,598 ft²



Ste. 335 3,646 ft²

EXHIBIT B

RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.

8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.



South Florida School Of Excellence
General & Special Education- Gifted & Autism Center
PRE K 3 -12th Grade
INTEGRITY - PERSEVERANCE - DETERMINATION

Date: 02/9/21
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa Locka, FL 33054
Office: 305.953.2868 Ext. 1203
Email: slawson@opalockafl.gov

To the Honorable Commissions' of City Of Opa Locka,

Thank you very much for providing South Florida School Of Excellence, General & Special Education - Gifted & Autism Center opportunity to rent 3rd floor at the city hall of Opa Locka since last year. SFSE is the first clinical educational school in South Florida for the children with Autism. City have gained a genuine pride for being the only South Florida's clinical educational Autism school, serves children ages 3- to 22-year-old. **Since 2016 within three years the growth of school has received a tremendous amount of success in city's economic growth and community services with estimated 300 student enrollment.**

Floridians are not only travelling to city of Opa Locka's from nearby cities likewise, Miami Gardens, North Miami, Hialeah, student enrollment have extended towards South- city of Kendall and North- city of Miramar.

South Florida School Of Excellence would like to request the opportunity to expand via renting the 1st floor of City Hall or maybe 2nd floor upon its availability in future to meet the needs fastest growing population of children in need of private school setting.

We have decided to rent 1st floor, starting Monday April 5th and we are writing to notify you of that intent

- **1st floor - \$14.00 per sq. ft (8,397 sq. ft.), followed by yearly 2% increase in rent.**

School will be responsible to pay its monthly electricity expenses. We would like to know the amount of partial security deposit needed. School would like to receive the leasing agreement reviewed, **the first day of school with students will be on 04/05/2021, for the school year 2020 to 2021 from Monday 04/5/2021 till 6/30/2022.**

Please contact us so we can discuss the leasing agreement.

Our students and staff are looking forward to moving into this property, and thanks again for your support to South Florida School Of Excellence's one and only the unique program of clinical services at school facilities for children with Autism/Special needs. Please contact us to discuss this further and hopefully arrive at the final terms of lease. We believe it can be a great support to the community. Thank you so much and have great day.

Yours Sincerely,

Mrs. Batul Maniar
MA.ED, MS.ESE, Autism Certified
Principal,
South Florida School Of Excellence
General & Special Education - Gifted & Autism Center Prek-3 - 12th Grade 3400 NW 135th St Building B
Opa Locka, FL 33054, Cell: 754.204.3738, Tel.: 786.502.3901, Fax.: 786.953.6138
maniarb3@hotmail.com- sfschoolofexcellence.com



LLCDBAS-01

SCAMACHO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

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
Diverse Insurance Group, Inc.
DBA Global Green Insurance Agency
9900 Stirling Rd., Ste. 240
Cooper City, FL 33024-8065

CONTACT
NAME:
PHONE
(A/C, No, Ext): (754) 300-7352 FAX
(A/C, No): (954) 530-1743
E-MAIL
ADDRESS: mohammed@insurefloridians.com

INSURED
SFSE LLC DBA South Florida School of Excellence INC
780 Fisherman Dr
3rd floor
Opa Locka, FL 33054

INSURER(S) AFFORDING COVERAGE
INSURER A: Wesco Insurance Company
INSURER B: AmTrust North America, Inc.
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 1

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:	X		WPP149062704	8/22/2020	8/22/2021	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			WPP149062704	8/22/2020	8/22/2021	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 \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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 Y	N/A	AWC1133605	8/8/2020	8/8/2021	☒ 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)
Please refer to the policy jacket for terms and conditions.

CERTIFICATE HOLDER

City of Opa Locka
780 Fisherman
4th Floor
Opa Locka, FL 33054

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

Sylvia Camacho

formstack sign Document Completion Certificate

Document Reference : 256dd48a-28c8-42e0-b0ee-a2caf1679f12
Document Title : City of Opa Locka - COI
Document Region : Northern Virginia
Sender Name : Sylvia Camacho
Sender Email : sylvia@insurefloridians.com
Total Document Pages : 1
Secondary Security : Not Required
Participants

1. Sylvia Camacho (sylvia@insurefloridians.com)

Document History

Timestamp	Description
06/30/2021 18:53PM EDT	Document sent by Sylvia Camacho (sylvia@insurefloridians.com).
06/30/2021 18:53PM EDT	Email sent to Sylvia Camacho (sylvia@insurefloridians.com).
06/30/2021 18:53PM EDT	Document viewed by Sylvia Camacho (sylvia@insurefloridians.com). 97.118.63.23 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/91.0.4472.114 Safari/537.36
06/30/2021 18:53PM EDT	Sylvia Camacho (sylvia@insurefloridians.com) has agreed to terms of service and to do business electronically with Sylvia Camacho (sylvia@insurefloridians.com). 97.118.63.23 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/91.0.4472.114 Safari/537.36
06/30/2021 18:53PM EDT	Signed by Sylvia Camacho (sylvia@insurefloridians.com). 97.118.63.23 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/91.0.4472.114 Safari/537.36
06/30/2021 18:53PM EDT	Document copy sent to Sylvia Camacho (sylvia@insurefloridians.com).

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Detail by Entity Name

Florida Limited Liability Company
SFSE LLC

Filing Information

Document Number L16000103985
FEI/EIN Number 81-2780334
Date Filed 05/27/2016
State FL
Status ACTIVE

Principal Address

3400 NW 135 ST
HIALEAH GARDENS, FL 33054

Mailing Address

3400 NW 135 ST
MIAMI GARDENS, FL 33054

Registered Agent Name & Address

BILLOO, YASIR, ESQ.
2122 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33020

Authorized Person(s) Detail

Name & Address

Title MGR

MANIAR, BATUL
3536 SW 173 WAY
MIRAMAR, FL 33029

Annual Reports

Report Year	Filed Date
2019	04/29/2019
2020	06/29/2020
2021	04/29/2021

Document Images

[04/29/2021 -- ANNUAL REPORT](#)[View image in PDF format](#)[06/29/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)

04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
05/27/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Florida Department of State

DIVISION OF CORPORATIONS

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Fictitious Name Search

No Filing History

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Fictitious Name Detail

Fictitious Name

SOUTH FLORIDA SCHOOL OF EXCELLENCE

Filing Information

Registration Number G16000053640
Status ACTIVE
Filed Date 05/30/2016
Expiration Date 12/31/2021
Current Owners 1
County MIAMI-DADE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

3400 NW 135 ST
MIAMI GARDENS, FL 33054

Owner Information

SFSE LLC
3400 NW 135 ST
MIAMI GARDENS, FL 33054
FEI/EIN Number: APPL
Document Number: L16000103985

Document Images

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Florida Department of State, Division of Corporations

Lease Agreement

South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of September 1, 2019

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** South Florida School of Excellence
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 328, 334, and 335
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 9,074 rentable sq. ft.
- E. LEASE DATE:** September 1, 2019
- F. LEASE TERM:** Two (2) years
- G. RENT:**
- Suite 328 (1,830 sq. ft.) Base rent is \$14.00 per sq. ft. The rent shall be \$2,135.00 per month for year one (\$25,620.00 per year). Base rent will be increased by 3% each year.
- Suite 334 (3,598) sq. ft.) Base rent is \$14.00 per sq. ft. The rent shall be \$4,197.66 per month for year one (\$50,372.00 per year). Base rent will be increased by 3% each year.
- Suite 335 (3,646 sq. ft.) Base rent is \$14.00 per sq. ft. The rent shall be \$4,253.66 per month for year one (\$51,044.00 per year). Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.66% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on September 1, 2019, Tenant will pay its prorata share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2019. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended used.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

DATE OF LEASE EXECUTION:

As of September 1, 2019

ARTICLE 1

REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
- 1.1.1 LANDLORD: City of Opa-locka
- 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
- 1.1.3 TENANT: South Florida School of Excellence
- 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
- 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
- 1.1.6 TENANT'S SPACE: Suites 328, 334, and 335 located on the third floor of the Building, as shown on the floor plan attached hereto as Exhibit A
- 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 9,074 square feet
- 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.66%
- 1.1.9 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof
- 1.1.10 TERM COMMENCEMENT DATE: September 1, 2019

TERM EXPIRATION DATE: August 31, 2021
- 1.1.11 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.
- 1.1.12 SECURITY DEPOSIT: First and Last month rent = \$21,178.64

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

ARTICLE 2

PREMISES AND TERM

2.1 **PREMISES:** Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.2 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "**Term**"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date. The Term may be extended as set forth in Exhibit C attached hereto and made a part hereof. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to terminate this Lease prior to the Expiration Date if Tenant loses its federal funding and is unable to continue. In such event, Tenant will give Landlord written notice of such loss of funding and its intent to terminate this Lease not less than 30 days prior to such termination.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all

lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE 4

RENT

4.1 RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term,

beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.2 OPERATING COSTS AND TAXES; ESCALATION;

4.2.1 As used in this Section, these words and terms shall have the following meanings:

(a) "**Base Year**" shall mean calendar year 2019.

(b) "**Operating Costs**" shall mean all costs incurred and expenditures made by Landlord in the operation and management of the Building and the Lot, including management and maintenance of the parking areas, exclusive of financing expenses, as determined in accordance with generally accepted accounting principles. Operating Costs include, without limitation security maintenance and repairs to the Property (including snow removal, landscaping, elevators and other Building components); payments under all service contracts relating to the operation and maintenance of the Property; management fees; wages, salaries; benefits, payroll taxes and unemployment compensation insurance for employees of Landlord or any contractor of Landlord engaged in the cleaning, operation, maintenance or security of the Property; insurance relating to the Property; legal fees related to the management of tenants and operations of the Property; auditing expenses; any capital expenditure made by Landlord following the Commencement Date for the purpose of reducing other operating expenses or complying with any governmental requirement so long as such expenditure is amortized in accord with generally accepted accounting principles, provided however, that no other capital expenditure shall be deemed an Operating Cost for purposes hereof; payments other than Taxes (as hereinafter defined) (including, but not limited to, water and sewer charges, special assessments and other user fees), supplies and all other expenses customarily incurred in connection with the operation of buildings similar to the Building.

(c) "**Taxes**" shall mean all payments, all taxes, assessments and betterments levied, assessed or imposed by any governmental or regulatory authority upon or against the Property or payments in lieu therefore. If, at any time during the Term, any tax or excise on rents or other taxes, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder, either wholly or partially in substitution for real estate taxes assessed or levied on the Property, or payments in lieu thereof, such tax or excise on rent shall be included in Taxes; however, Taxes shall not include franchise, estate, inheritance, succession, capital levy, transfer, income or excess profit taxes assessed on Landlord.

(d) **"Operating Cost Escalation Statement"** shall mean statements in writing signed by Landlord setting forth the amounts payable by Tenant for a specified calendar year or other computation period pursuant to this Section.

(e) **"Tax Escalation Statements"** shall mean statements in writing signed by Landlord setting forth the amounts payable by Tenant for a specified calendar year or other computation period pursuant to this Section.

4.2.2 Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of any increase in the Taxes over the Base Year Taxes (the **"Tax Cost Excess"**). Such amount or amounts shall be estimated by Landlord and due in monthly installments, together with Tenant's payments of Base Rent. At the end of each calendar year, Landlord shall compute the actual Tax Cost Excess, and shall inform Tenant of the amount in the Tax Escalation Statement. Tenant shall be given a credit against its payment of any future Tax Cost Excess for any overpayment of Tax Cost Excess that shall have been paid up to the time of such statement. If Tenant has underpaid, then Tenant shall pay the balance due to Landlord within thirty (30) days of the date of the Tax Escalation Statement, unless the statement is rendered at the end of the Term, in which case any underpayment due Landlord will be paid by check at the time Tenant delivers the Premises to Landlord, and any overpayment due Tenant will be promptly refunded by Landlord. If this Lease shall commence or terminate in the middle of a calendar year, Tenant shall be liable for only that portion of the Tax Cost Excess in respect of such calendar year represented by a fraction, the numerator of which is the number of days of the Term which fall within the calendar year and the denominator of which is three hundred sixty-five (365).

4.2.3 Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of any increase in the Operating Costs over the Base Year Operating Costs (the **"Operating Cost Excess"**). Such amount or amounts shall be estimated by Landlord and due in monthly, together with Tenant's payments of Base Rent. At the end of each calendar year, Landlord shall compute the actual Operating Cost Excess, and shall inform Tenant of the amount in the Operating Cost Escalation Statement. Tenant shall be given a credit against its payment of any future Tax Cost Excess for any overpayment of Operating Cost Excess that shall have been paid up to the time of such statement. If Tenant has underpaid, then Tenant shall pay the balance due to Landlord within thirty (30) days of the date of the Operating Cost Escalation Statement, unless the statement is rendered at the end of the Term, in which case any under payment due Landlord will be paid by check at the time Tenant delivers the Premises to Landlord, and any over payment due Tenant will be promptly refunded by Landlord. If this Lease shall commence or terminate in the middle of a calendar year, Tenant shall be liable for only that portion of the Operating Cost Excess in respect of such calendar year represented by a fraction, the numerator of which is the number of days of the Term which fall within the calendar year and the denominator of which is three hundred sixty-five (365).

4.2.4 If, after Tenant shall have made any payment of Tax Cost Excess to Landlord pursuant to this Section, Landlord shall receive a refund of any portion of Taxes paid by Tenant during the Term hereof as a result of abatement of such Taxes by legal proceedings, settlement or otherwise, Landlord shall pay or credit to Tenant the Tenant's share of the refund

(less the proportional, pro rata expenses, including attorney's fees and appraiser's fees, incurred in connection with obtaining any such refund), as related to Taxes paid by Tenant to Landlord with respect to any portion of the Term for which a refund is obtained. Tenant shall have no right to seek or to control any abatement, dispute, or other proceedings with any other governmental agency or entity.

4.2.5 Any disputes arising with respect to the amount of any payment due under this Section shall, upon request by either party, be finally determined by a court of competent jurisdiction in Miami-Dade County, Florida. Tenant shall pay all of its costs and expenses of litigation, and if said litigation determines that the amount stated in the Tax Escalation Statement or Operating Cost Escalation Statement is not more than ten percent (10%) above the Tax Cost Excess or the Operating Cost Excess, respectively, as billed to Tenant, Tenant shall also pay all of Landlord's costs and expenses of litigation, including, without limitation, the fees of experts and reasonable attorneys' fees. Any obligation of Tenant under this Section which shall not have been paid at the expiration of the Term shall survive such expiration and shall be paid when and as the amount of same shall be determined together with interest thereon at the prime rate of interest then currently charged by Bank of America, N.A. (or, if applicable, its successors) plus 2% from the date the sum was first due to Landlord.

4.2.6 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.3 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.4 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.5 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.6 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for,

and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

5.1.1 Building Services: Landlord will furnish the following services to Tenant, and shall pay all costs for water, sewer and solid waste for the Property and the Leased Premises:

(a) Cleaning and janitorial services will be provided in the common areas of the Building on Monday through Friday, except for national, state and local holidays and for weekends, including holiday weekends;

(b) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

(c) Freight elevators on an "as available" basis for incidental use by Tenant;

(d) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and

(e) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed

terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease,

Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested

by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Space Sharing: Opa-locka Community Development Corporation will provide the City with a bi-weekly schedule of user agreements for the space at 780 Fisherman Street and the City will provide a response to OLCDC within 72 hours. The Opa-locka Community Development Corporation and users will list the City of Opa-locka as an insurer on their liability insurance.

6.1.9 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.10 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.11 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be

destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.12 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself

and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice

to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule

of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not

for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD

AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any

of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable

for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters

licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and cv) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, 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 Landlord 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 of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, 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 Tenant and its officers, employees, servants, agents, 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 of this Lease by the Landlord or the Landlord's

officers, employees, agents, servants, partners, principals or subcontractors. The Landlord 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 Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

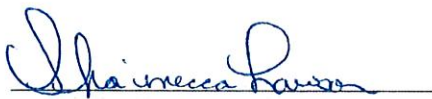
11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:


08.14.19

By: 
Name: Newall J. Daughtry

TENANT: SOUTH FLORIDA SCHOOL OF
EXCELLENCE

Witness:

Shamecca Lawson
08.14.19

By:

Name:

Mrs. Batul Maniar
8/14/19.

As To Legal Sufficiency and Form

Burnadette Norris-Weeks
Burnadette Norris-Weeks, City Attorney
City of Opa-locka

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA, INC. TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article 1 and Article 2 of the City of Opa-Locka Code of Ordinances, the City Commission has the power to approve and adopt plats; and

WHEREAS, AMDI USA, Inc. ("Applicant") has requested the City of Opa-Locka ("City") to close, abandon and vacate a portion of NW 130th Street between NW 30th Avenue and NW 30th Court within the City; and

WHEREAS, the Applicant's request is to also close, abandon and vacate a portion of NW 30th Court between NW 130th Street and NW 131st Street within the City; and

WHEREAS, the Applicant has submitted a site plan that shows the proposed use of the vacated streets and the surrounding parcels for operation of a concrete batching plant and finished concrete production company facility; and

WHEREAS, the Applicant represents that it is following the process regarding the vacation of City streets and alleys, outlined in Ordinance 14-02; and

WHEREAS, on March 16, 2021, AMDI USA, Inc. presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board and the Planning & Zoning Board recommended approval for the closure, vacation and abandonment of a portion of NW 130th Street between NW 30th Avenue and NW 30th Court and the abandonment of a portion of NW 30th Court between NW 130th Street and NW 131st Street for the Operation of a Concrete Batching Plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-

004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District by a 4 to 0 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Right-of-Way closure as illustrated on the attached Sketch & Legal Description Street Closure, attached hereto as Exhibit "A".

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

Section 1. Incorporation of Recitals.

The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Approval.

The City Commission of the City of Opa-Locka hereby approves a request by AMDI USA, Inc. for the closure, vacation and abandonment of a portion of NW 130th Street between NW 30th Avenue and NW 30th Court and the abandonment of a portion of NW 30th Court between NW 130th Street and NW 131st Street, as provided in Exhibit "A", for the operation of a Concrete Batching Plant 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; and 08-2128-004-0330, in the I-2 (Industrial Planned) Zoning District.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Violations of Conditions.

Failure to adhere to the terms and conditions of this Ordinance shall be considered a violation of the City of Opa-locka Land Development Regulations and shall be subject to the penalty(s), listed in the City Code of Ordinance / Land Development Regulations.

Section 6. Effective Date.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____ 2021.

PASSED SECOND READING this ____ day of _____ 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



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

Department Director:	Gregory Gay		Department Director Signature:				
City Manager:	John E. Pate		CM Signature				
Commission Meeting Date:	May 12, 2021		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance X	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 X	Yes X	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
ILA Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A REQUEST FROM AMDI USA INC TO CLOSE, VACATE AND ABANDON A PORTION OF NW 130TH STREET BETWEEN NW 30TH AVENUE AND NW 30TH COURT AND A PORTION OF NW 30TH COURT BETWEEN NW 130TH STREET AND NW 131ST STREET 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; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The proposed project consists of the assemblage of eight parcels, identified by folios 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040; 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0380; AND 08-2128-004-0330, all of which are owned by IDMA Holdings, Inc., c/o Alex Orozco for AMDI USA, Inc. The property site is currently being used for the Concrete Batching Plant Operation, however the review and approval of these requests would bring this operation into compliance with City Land Development Regulations and Miami-Dade County Code of Ordinances. The applicant, AMDI USA, INC., desires to continue the operation of their concrete batching plant on this eight parcel development site in the I-2 (Industrial Planned) zoning district and to comply with the requirements of the City Land Development Regulations. This development site includes the properties listed and a portion of NW 130th Street and a portion of NW 30th Court between NW 130th Street and NW 131st Street, and the site is approximately 166,498 square feet or 3.82 Acres according to the site plan. The applicant submitted plans through the site plan review process to illustrate compliance with the requirements of the Land Development Regulations and to illustrate all non-conforming aspects of this operation and the steps the applicant will take to mitigate or reduce the non-conforming aspect by site design or through variance approval request.

The applicant's request is to close, abandon and vacate a portion of NW 130th Street between NW 30th Avenue and NW 30th Court and to also close , abandon and vacate a portion of NW 30th Court between NW 130th Street and NW 131st Street. When the street vacation is granted, the site plan submitted illustrated the use of the vacated streets and the surrounding parcels will be used for the operation of a concrete batching plant and finished concrete production company facility. The right-of-way vacation request was reviewed by the Planning & Zoning Board on March 16, 2021. The Planning & Zoning Board recommended approval of this request by a 4-0 vote.

Financial Impact

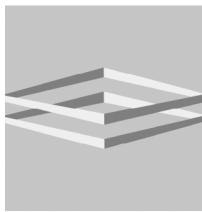
The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

Proposed Action:

Staff has recommended approval of this request.

Attachment:

Draft Ordinance
 PZAB Application
 PZAB Meeting Minutes (not available)
 Staff Report
 Sketch & Legal Description-Street Vacantion
 Site Plan



Project Narrative Right of Way Vacation

AMDI USA, INC., (“Applicant”) intends to continue the operation of an existing concrete batching plant and finished concrete production company (“Business”) on property located at 13050 NW 30th Avenue, which includes unimproved rights of way for portions of NW 130th Street and NW 30th Court (“Property”). All parcels are further identified on the attached and are in the City of Opa Locka (“City”). The Property is zoned I-2 (industrial planned district) and consists of 2 gross acres. Access to Property will continue to be provided from NW 131st Street pursuant to a public right of way easement. In order to operate the Project on the Property as anticipated, a portion NW 130th Street will be vacated, and a portion of NW 30th Court will also have to be vacated (collectively called herein “the Roadways”).

City Ordinance 14-42 (“Ordinance”) outlines the requirements for vacating a street. In accordance with same, the balance of this document shall outline and explain compliance with same.

Section 3.(a) of the Ordinance requires that an accurate legal description of the public street....petitioned to be vacated.

i. See Attached.

Section 3.(b) of the Ordinance requires the Applicant to list the property owners’ names, addresses, and the property legal description,...of all property touching or abutting on the public street.

ii. See attached.

Section 3.(c) of the Ordinance requires the Applicant to state the reason why the Applicant desires to close the street...The Applicant shall provide a statement as to whether the general public currently uses same.

iii. The Applicant requests the vacation of the Roadways to allow for safer and better operation of the Business. The Business has been in operation for over 20 years on the Property, and the requested right of way vacations will simply codify the practical operation

of the Property. The unimproved portions of the right of way are not currently being used by the public because either it is not an existing through street (NW 130th Street), or the Business is already operating in the right of way (NW 30th Court) and it bisects the Property. Section 3.(d) requires the following recitation:

iv. The Applicant herein named shall waive, renounce, relinquish, absolve and discharge the city from any claim for damages of any nature and kind whatsoever that such applicant may have or claim or demand, now or in the future, by reason of the vacating, closing, discontinuing and abandoning of the public street, road, alleyway, place or highway or any part or portion thereof.

Section 3.(e) requires that the application have attached to it a drawing of the subdivision in which the public street, road, alleyway, place or highway or any part or portion thereof to be vacated, closed and abandoned is located or, if located in an unplatted area, of the streets, highways, roads, alleys and public places in the immediate area surrounding the public street, road, alleyway, place or highway or any part or portion thereof to be vacated, closed, discontinued and abandoned.

v. Please see the attached.

Section 3(f) requires that the application include releases from all utility companies for the public street, road, alleyway, place or highway or any part or portion thereof to be vacated, closed discontinued and abandoned.

vi. Same shall be provided prior to final approval of this request.

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

**PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2019-2020**

TOTAL FEES: \$ _____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates
(1st Tuesday of Each Month)

Date Application Found Sufficient

October 1, 2019
November 5, 2019
December 3, 2019
January 7, 2020
February 4, 2020
March 3, 2020
April 7, 2020
May 5, 2020
June 2, 2020
July 7, 2020
August 4, 2020
September 8, 2020

August 16, 2019
September 20, 2019
October 18, 2019
November 22, 2019
December 20, 2019
January 17, 2020
February 21, 2020
March 20, 2020
April 18, 2020
May 22, 2020
June 19, 2020
July 24, 2020

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 1st floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 4879 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: IDMA Holdings, LLC

PROPERTY OWNER'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

APPLICANT'S NAME: AMD I USA, Inc.

APPLICANT'S ADDRESS: 13050 NW 30th Ave, Opa-Locka, FL
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE _____ HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 13050 NW 30th Ave.
Number/Street

TAX FOLIO NUMBER: see attached PRESENT ZONING: I-2

LEGAL DESCRIPTION: See attached

Please check specific request:

- ☐ Tentative Plat
- ☐ Final Plat
- ☐ Comprehensive Plan Amendment: ☐ Small Scale ☐ Large Scale (please specify type of amendment below)
- ☐ Rezoning
- ☐ Drainage Plan
- ☐ Fill Permit Request
- ☐ Preliminary Site Plan Review
- ☐ Final Site Plan Review
- ☐ Conditional Use Permit ☐ No Plans ☐ With Plans
- ☐ Special Exception ☐ No Plans ☐ With Plans
- ☐ Development Agreement
- ☐ Restrictive Covenant
- ☒ Other - Please specify: Right of Way Vacation/Abandonment

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations Zoning Code: Ordinance 15-34

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D.
- ☐ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☐ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.
- ☐ Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)
- ☐ Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies)
- ☐ Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100' scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)
- ☒ Narrative concept must be submitted with application

AFFIDAVIT

I, Alex Orozzco, 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

11/3/2020

Date

Sworn to and subscribed before me:

This 3 day of November 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23



Reference to Ordinance 15-13

Land Development Regulations/ Zoning Code: Ordinance 15-31



Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From:

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I, Alex Orozco, being first duly sworn, depose and say that I am the owner of the property legally described as:
see attached

I do give to Hope W. Calhoun, Esq. the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Hope W. Calhoun, Esq. 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

11/3/2020

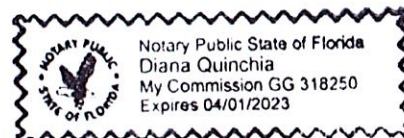
Date

Sworn to and subscribed before me:

This 3 day of November, 2020

Notary Public

My commission expires: 4/1/23



Reference to Ordinance 15-13
Land Development Regulations Zoning Code Ordinance 15-31

SKETCH & LEGAL DESCRIPTION STREET CLOSURE "EXHIBIT "A"

LEGAL DESCRIPTION:

All those portions of N.W. 30th. Court and N.W. 130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, being bounded by the following lines:

Bounded on the North by the North line of Block 360, extended Westerly to the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the West by the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida;

Bounded on the South by the centerline of N.W. 130th. Street, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida, with its Westerly limits being the East line of the West 1/2 of Lot 21, of "NILE GARDENS SECTION 2", according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida, its Easterly limits being the East Lot of Lot 8, in Block 360, extending Southerly to the centerline of said N.W. 130th. Street, its Northerly limits being the Southerly line of said Lot 8;

Bounded on the East by the Westerly limits of Lots 1, 4, 5 and 8 in Block 360, as shown on recorded plat of "EAST VIEW GARDEN LAKE ADDITION" according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

Said portion containing approximately 11,369 square feet.

SURVEYOR'S NOTES:

- 1) This is not a BOUNDARY SURVEY, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 4) No Title search has been performed to determine if there are any conflict existing or arising out of the creation of the Easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.
- 5) The North arrow and Bearings shown hereon are based on a bearing of N.00°00'00"E along the East line of Block 360, of "EAST VIEW GARDEN LAKE ADDITION", according to the plat thereof as recorded in Plat Book 51, at Page 17, of the Public Records of Miami-Dade County, Florida, and all other bearings are relative thereto.

NOTE: This Sketch is NOT A BOUNDARY SURVEY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: in the professional opinion of the undersigned Professional Surveyor and Mapper in the State of Florida, the following Sketch and Legal Description meets the requirements of the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Copies of this Sketch and Legal Description are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



LB # 7282
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd ST. SUITE 321, MIAMI LAKES FL 33014
Job # RP20-1026

JACOB GOMIS
Professional Surveyor & Mapper
State of Florida Reg. No. 6231

----- Dated 08/28/20

SKETCH & LEGAL DESCRIPTION

PORTION OF LOT 20, "NILE GARDENS SECTION " PLAT BOOK 31, PAGE 42

N.W. 131ST. STREET
(OPENED FOR PUBLIC USE - NOT IMPROVED)

CENTERLINE OF 50' RIGHT-OF-WAY
PER PLAT BOOK 51, PAGE 17

STREET CLOSURE "EXHIBIT "A"



SCALE: 1" = 40'

LEGEND

Centerline
Property Line

A=Arc
BRG=Bearing
CH=Chord
 Δ =Delta
L=Length
R=Radius
T=Tangent

 DENOTES AREAS TO BE CLOSED, VACATED & ABANDONED FROM PUBLIC USE.

WEST 1/2 OF LOT 21
"NILE GARDENS SECTION 2"
PLAT BOOK 31, PAGE 42
N.W. 30TH. COURT

EAST LINE OF WEST 1/2 OF LOT 21
(PLAT BOOK 31, PAGE 42)

N.W. 30TH. COURT

ND00'00"E 220.00'

ABANDONED FROM PUBLIC USE)

LOT 5, BLOCK 360
EAST VIEW GARDEN LAKE ADDITION"
PLAT BOOK 51, PAGE 17

LOT 8, BLOCK 360
"EAST VIEW GARDEN LAKE ADDITION"
PLAT BOOK 51, PAGE 17

R=25.00'
Δ=89°57'43"
A=39.25'

N89°57'43"W 124.05'

(TO BE CLOSED, VACATED & ABANDONED FROM PUBLIC USE)

N.W. 130TH STREET

N89°57'43"W 174.03'
CENTERLINE OF 50' RIGHT-OF-WAY PER PLAT
BOOK 51, PAGE 17 (NOT OPENED)

TRACT "A", "EAST VIEW GARDEN LAKE ADDITION", PLAT BOOK 51, PAGE 17

ROYAL POINT
LAND SURVEYORS, INC.

LB # 7282
PHONE: 305-822-6062 * FAX: 305-827-9669
6175 NW 153rd ST. SUITE 321, MIAMI LAKES FL 33014
Job # RP20-1026

[illegible]

This Document is not full and complete without all Sheets, Containing a total of (2) Sheets

Sheet 2 of 2

CFN: 20180469248 BOOK 31086 PAGE 679
 DATE: 08/02/2018 01:50:49 PM
 DEED DOC 21,000.00
 SURTAX 15,750.00
 HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
 Neil A. Milestone, Esq.
 President
 Milestone Title Company
 2999 NE 191st St. Suite 709
 Aventura, FL 33180
 305-682-2324
 File Number: IDMA-FIP2

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 30 day of July, 2018 between Florida Industrial Properties Two, LLC, a Florida Limited Liability Company, whose post office address is 2131 NW 139th Street, Suite 22, Opa Locka, FL 33054, grantor, and

IDMA Holdings, LLC, a Florida Limited Liability Company, whose post office address is 13050 NW 30th Avenue, Opa Locka, FL 33054, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, and 8, Block 360, EAST VIEW GARDEN LAKE ADDITION, according to the plat thereof as recorded in Plat Book 51, Page 17, Public Records of Miami-Dade County, Florida.

AND

The West 1/2 of Tract 21, NILE GARDENS, Section I and II, according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

AND

The North 70 feet of the South 95 feet of the East 107.675 feet of Tract 20, NILE GARDENS, Section I and II, according to the plat thereof as recorded in Plat Book 31, Page 42, Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 08-2128-002-0020; 08-2128-002-0030; 08-2128-002-0040;
 08-2128-002-0050; 08-2128-002-0060; 08-2128-002-0090; 08-2128-004-0330;
 08-2128-004-0380.

Subject to:

1. Taxes for the current year and subsequent years;
2. Zoning and/or restrictions and prohibitions imposed by government authority without serving to reimpose same;
3. Conditions, easements, restrictions, and reservations of record and restrictions and other matters appearing on the Plat and/or common to the subdivision without serving to reimpose same;

DoubleTime®

CFN: 20180469248 BOOK 31086 PAGE 680

4. Utility easements of record, provided said easements do not reasonably interfere with the intended use of the property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: NEIL A MILESTONE
 Witness Name: TETIANA TISHCHENKO

Florida Industrial Properties Two, LLC, a Florida Limited Liability Company

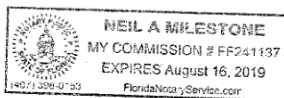
By: Kevin A. Goch, Member

By: Jodi M. Goch, Member

State of Florida
 County of Miami-Dade

The foregoing instrument was acknowledged before me this 30 day of July, 2018 by Kevin A. Goch, Member and Jodi M. Goch, Member of Florida Industrial Properties Two, LLC, a Florida Limited Liability Company, on behalf of the company. They ☐ are personally known to me or ☒ have produced driver's licenses as identification.

[Notary Seal]



Notary Public

Printed Name: _____

My Commission Expires: _____