

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Wednesday, June 9, 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 online 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
June 9, 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 – May 12, 2021
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - 1. Senator Shevrin D. Jones, District 35**
re: 2021 Legislative Session Update / Check presentation
 - 2. State Representative Dr. James Bush III, District 109**
re: 2021 Legislative Session Update / Check presentation
 - 3. Katherine Beck, State Coordinator**
Florida Main Street
re: Florida Main Street program overview
- 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 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

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 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**

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**

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 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**

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 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**

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*

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 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**

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*

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*

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*

C. RESOLUTION(S):

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
3 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)
1 at-large appointment

Planning & Zoning Board
1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. Feeding South Florida Drive-Thru Food Distribution, Tuesday, **June 8, 2021** from 9:00 a.m. – 11:00 a.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.**
- B. City of Opa-locka Parks & Recreation Seniors on the Move Picnic, Wednesday, **June 9, 2021** at 12:00 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.**
- C. City of Opa-locka Parks & Recreation Summer Camp Program, **June 14 – August 20, 2021**. Register Now | Space is limited. For more info, please call (305) 953-3092.**
- D. You're invited to Juneteenth on Ali-baba Avenue | Celebrate Freedom | Food and Music Saturday, **June 19, 2021** from 4:00 p.m. – 9:00 p.m., Opa-locka ARC, 675 Ali-baba Avenue, Opa-locka, Florida. Grab your tickets: olcdc.org/juneteenth**
- E. The City of Opa-locka is now assisting elderly residents with payment of past due light bills through the Emergency Home Energy Assistance for the Elderly Program (EHEAP). For more info please call: (305) 953-2868 Ext. 4002**

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
May 12, 2021
7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew A. Pigatt called the meeting to order at 7:00 p.m. on May 12, 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., Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Also in attendance were: City Manager John E. Pate, Assistant City Manager George Ellis, 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:

Vice Mayor Williams and her Commission colleagues presented Mayor Pigatt with the certificate of completion for his second institute of elected municipal officials. The Vice Mayor expressed that she is honored to be on the Commission with selfless elected officials. She acknowledged that the completion of the institute puts the Mayor into the master level and recognized him as a true leader.

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

Vice Mayor Williams pulled agenda item 13-3.

Commissioner Burke pulled agenda items 13-1.

(These items would be discussed under agenda item 12 - Action Items).

It was moved by Commissioner Burke, seconded by Commissioner Taylor to pass the consent agenda (agenda items 13-2).

The motion passed by a 5-0 vote.

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

7. APPROVAL OF AGENDA:

It was moved by Commissioner Burke, seconded by Commissioner Taylor to approve the agenda.

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

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

8. APPROVAL OF MINUTES:

Virtual Workshop Meeting Minutes – March 18, 2021

It was moved by Commissioner Taylor, seconded by Commissioner Burke to approve the minutes of the Virtual Workshop Meeting on March 18, 2021.

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

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

Special Commission Meeting Minutes – April 29, 2021

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to approve the minutes of the Special Commission Meeting on April 29, 2021.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

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

Clerk Flores announced the protocol for public participation at City Commission meetings. The Clerk informed the Commission that one individual registered to speak before the Commission.

Mayor Pigatt recognized Ms. Dottie Johnson who connected via Zoom.

Dottie Johnson of 13724 NW 22nd Place commended the Commission on a smooth transition to the events that have been sponsored, but recommended that the promotion of the events should begin earlier and spread a little wider throughout the community. Ms. Johnson also expressed that she is very pleased to see the City Manager's annual job appraisal being voted on. Noting that she was on the Commission when the consent agenda was introduced, she urged the Commission to reconsider the format of the agenda, stating that she finds it very strange that citizens forum is after the approval of the consent agenda and questioning what the purpose was of anyone addressing any of the items that are already voted upon. She also reported that she has been unable to find the legislation for the cell tower near to the train station. Ms. Johnson said that citizens in some of Opa-locka's neighboring cities are concerned about cell towers and the theories about their radiation causing cancer. She also urged the Commission to sponsor legislation granting the City Clerk a contract, stating that after being involved since 1997, she knows the season that the City is going into; recalling that three members of the Commission got mad with the former Clerk in 2011 and she was no longer employed. Ms. Johnson stated that the Commission has three employees, the Clerk, the Attorney and the City Manager. She also said that if her intel is correct, she is pleased to learn that the City will be getting funds for the Police Department to have its own

building. Offering her advice to the Commission, she urged them to focus on God's unchanging nature instead of the circumstances, and encouraged them to hold their heads up high to make things happen because the residents of Opa-locka are depending on them.

Mayor Pigatt opened the floor for the Citizens' Forum.

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

Mayor Pigatt opened the floor to the City Manager and the Commission to make any comments on what was said during the Citizen's Forum.

Commissioner Burke noted that he has seen the cell tower going up on Ali Baba Avenue and asked the City Manager for details.

City Manager Pate stated that he would need to have the Public Works & CIP Departments check on the permits for the cell tower being erected on Ali Baba Avenue. Mr. Pate said that if it is not on Opa-locka's easement or property, then the City wouldn't necessarily be doing a contract or overseeing it beyond issuing permits.

Commissioner Burke asked if anybody can come into Opa-locka and install a cell tower on property that is not owned by the City, with the no permits and the City having no input.

City Manager Pate assured Commissioner Burke that he can research the tower through the permitting process.

There being no additional comments from the Commission, Mayor Pigatt closed the Citizen's Forum.

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

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR FINANCIAL ACCOUNTING SERVICES; 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.

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

Mayor Pigatt asked City Manager Pate to introduce the item.

City Manager Pate explained that the agenda item refers to the request for proposals (RFP) which was referenced in Financial Consultant Gerri Lazarre's contract extension that the Manager is bringing before the Commission. Mr. Pate stated that the RFP is being put out with two options.

The first option is to provide supplemental staff to the Finance Department with a Finance Director and staff that are employed by the City of Opa-locka. The second option would fully outsource the Finance Department to a third party entity contracted by the City.

Mayor Pigatt opened the floor for discussion of the item.

Commissioner Burke asked City Manager Pate if he was correct in understanding that even if Opa-locka were to hire a Finance Director, that the City doesn't have enough workers to run the Finance Department.

City Manager Page asserted that the City does have enough workers to run the Finance Department. Mr. Pate reported that the only three vacancies that need to be filled include the positions for Finance Director, Senior Accountant and Junior Accountant.

Commissioner Burke asked if the audit is going to be complete before the City brings in a new company to provide accounting services.

City Manager Pate reported that the audit is projected to be finished by the first or second week in June with the deadline set by the state of Florida, being the end of June. Mr. Pate pointed out that the RFP won't even be closed out prior to June 30th, and thus the audit will be completed prior to the hiring of any new finance company. He also stated that once the finance company has submitted their application and the appropriate board has met and graded the applicants, it will be brought before the Commission.

Commissioner Davis asked City Manager Pate to further clarify what the two options being offered in the RFP would look like on a day to day basis.

City Manager Pate explained that the first option in the RFP would look like what operations in the Finance Department currently look like, with City of Opa-locka employees intermingled with personnel contracted through a third party, led by a Finance Director who would be hired by the City. Mr. Pate went on to explain that the second option in the RFP would have the full Finance Department run by a third party contractor, with all of the current City employees in that department being absorbed by the company as a term of acceptance. Under that second option, he added that both the Finance Director and staff would be contracted, with no City of Opa-locka employees supplementing the staff.

Commissioner Davis asked City Manager Pate if both options offered by the RFP would be on the table if the Commission approves the item.

City Manager Pate confirmed that contractors will be able to submit proposals for both options, and each proposal will be graded, with the Manager providing a final recommendation and analysis when the options are brought before the Commission. Mr. Pate reminded the Commission that they can deviate from his recommendation and direct the Manager to another option.

Commissioner Davis stated that he is more in favor of the first option, to keep the Finance Department in house, despite acknowledging that outsourcing is common practice and can make things more efficient and effective. The Commissioner pointed out that cities are chartered to provide services, so he will always advocate to make a direct impact.

Mayor Pigatt asked what the difference was between the first option in the RFP and how the Finance Department currently operates.

City Manager Pate explained that the only difference between the first option in the RFP and how the Finance Department currently operates is that the Finance Department does not currently have a Finance Director, noting that Financial Consultant Gerri Lazarre has been contracted to be the Finance Director until one is found. Mr. Pate added that the Finance Director would not come from the contractor and would be an employee of the City of Opa-locka. He stated that the contractor would provide staff to supplement the finance staff during audits or any other period where additional staffing is needed.

Mayor Pigatt asked City Manager Pate what his assessment was of the current operation that the Finance Department has in place.

City Manager Pate stated that he personally feels that the City has a very difficult time recruiting and maintaining both City employees and TriMerge Consulting staff because of issues like competitive wages and the hourly rate that Financial Consultant Gerri Lazarre is currently paying. Mr. Pate said that the City would have less employment related issues if the Finance Department was contracted out, and he pointed out that many cities in Florida as well as throughout the United States, do so with great success. He assured Mayor Pigatt that either of the two options being offered in the RFP, are viable.

Mayor Pigatt said that he is a little confused, recalling that the City has had TriMerge Consulting providing support to the Finance Department since 2017, and pointing out that what he has heard is that they have been doing a great job. Reminding the Commission that the City is still under financial crisis, the Mayor asked what the difference would be if the City gets a different company to do the same thing that TriMerge Consulting is doing, and how it will address the concerns in the Finance Department.

City Manager Pate explained that the financial consultant contract has not gone through an RFP process in quite some time and that it is best practice to do so when signing a long-term contract, as was recommended by the designee of the Governor of Florida. Mr. Pate stated that with proper controls in place, competitive wages and a properly negotiated contract that includes a longer term, along with various other factors, he thinks that either of the solutions included in the RFP would be viable. He clarified that he is not saying that the solution the City currently has is not fully successful, but based on the timing of Financial Consultant Gerri Lazarre's contract, he believes it is time to put out the RFP. Mr. Pate added that despite the RFP that will allow the Commission to

see the financial consulting options that are available, it does not mean that TriMerge Consulting will not be the company that is chosen again.

Mayor Pigatt asked what criteria is needed to get the City out of the financial emergency, noting that the RFP is tied to that very closely.

City Manager Pate explained that the terms will be negotiated as part of the contract. Mr. Pate also stated that what is required to come out of the RFP is subjective in nature, but that the agreement Opa-locka has with the governor's office states that the City has to show it is financially independent and stable by having proper controls in place as well as a proper cash balance and reserves, in addition to various other factors determined by the designee of the Governor of Florida. He added that he has been told that the City has to have several years of clean audits to get out of the financial emergency. Mr. Pate stated that he doesn't see the City staying under financial oversight an additional five years based on the projections of three to four years that he has been provided, stipulating a five year period from the date that the City's five year plan was approved last year.

Mayor Pigatt reminded the Commission that he has been on the dais for a few years and recalled that over the years, TriMerge Financial Consulting has been with the City and completed an assessment of the Finance Department back in February of 2019. The Mayor pointed out that the assessment addressed the need to update the policies and procedures manual, the need for more staff to handle audit reconciliations, proposed different options for staffing of the department and the need for better management of all the departments throughout the City to reduce the delays of payments to vendors. He added that it sounds like the City still has those same problems now and he is not seeing how the terms for a new company addresses those issues, and stated that he is unclear about how it will actually make sure that the City gets out of its financial crisis. Mayor Pigatt also expressed concern about including both options in the RFP, considering that he thinks that City Manager Pate has been proposing contracting out the Finance Department since he was hired by the City.

City Manager Pate asked if Mayor Pigatt was making a statement or if he was asking him a question.

Mayor Pigatt asked City Manager Pate when he first proposed contracting out the Finance Department.

City Manager Pate recalled that upon being hired by the City, he looked at the Finance Department and offered his initial assessment to potentially fully contract out the entire department. Mr. Pate reminded the Commission that he was told to wait a year until he got acclimated and observed the Finance Department, prior to taking such a great step. Noting that a year has passed, he asserted that he doesn't agree that the City is in the same financial conditions. He stated that there are financial controls in place, in addition to policies and procedures that have been drafted by the

Finance Department to implement some of the planning, through the leadership of Financial Consultant Gerri Lazarre. Mr. Pate suggested that getting a permanent Finance Director in place will allow that person to look at the recommendations that were made for the Finance Department, and work hand-in-hand with Ms. Lazarre through the transition, to see if those recommendations should be followed. Despite having hired the appropriate staff, Mr. Pate reported that the Finance Department has lost staff as a result of attrition, but reasserted that the department is not at the same level as it was in 2019.

Mayor Pigatt asked what other actions will be taken to address the issues identified in the assessment of the Finance Department and to make sure that the City is going to get out of the financial crisis in the next few years.

City Manager Pate explained that any action the City takes in regards to its finances, is being monitored and approved by the designee of the Governor of Florida, as a check and balance that is in place. Mr. Pate also assured the Commission that any contract has to come before them for approval, and if any additional specifications need to be added, such as recommendations from the Finance Department memorandum from early 2019, it can be done. Additionally, he stated that the specifications of the contract will have to be reviewed by the governor's designee, to make recommendations for additions or subtractions of anything they feel is needed to move the City out of its financial emergency, in addition to obtaining their final approval.

Mayor Pigatt stated that he didn't hear an answer to his question beyond the approval of the designee of the Governor of Florida, but said he was not going to beat a dead horse and asked if there were any other comments.

Vice Mayor Williams asked City Manager Pate if either the first or second option being included in the RFP would have a positive or negative effect on the City's budget.

City Manager Pate explained that he will not be able to give the Commission an affirmative answer on the impact to the budget, until he sees the dollar amounts being presented by the companies submitting their proposals for financial consulting, as part of the RFP process. Mr. Pate stated that he and Budget Director Bob Anathan will provide the Commission with the financial impact and will let them know which option is more financially advantageous than the other.

Commissioner Burke recalled that when TriMerge Consulting began working with the City, they were supposed to develop policies and procedures for the Finance Department, but he has yet to see them and asked City Manager Pate to address that.

City Manager Pate assured Commissioner Burke that the policies and procedures have been done for the Finance Department and he stated that he will have Financial Consultant Gerri Lazarre get copies to the Commission. Pointing out that because the City is going through the operational

audit and that there are a lot of findings which require financial controls, policies and procedures to be in place, he knows for a fact that they were done.

Commissioner Taylor stated that Vice Mayor Williams asked the question that he was planning to, but he also asked City Manager Pate if there are any applicants for Finance Director right now.

City Manager Pate reported that there are applicants for Finance Director that are currently being reviewed, and will have interviews conducted, as they have been doing.

Mayor Pigatt followed-up on Commissioner Taylor's question and asked why the City has not been able to staff the Finance Department, stating that it sounds like a recurring thing with the Human Resources Department and recruitment. The Mayor noted that he has heard a lot about the pay, but pointed out that the Commission has not seen a payment plan to address that, and also reminded the Commission that the City has had a Finance Department in the past that was fully staffed. He stated that if the Commission chooses the first option in the RFP for the City's financial consulting services, they will still need to have someone recruited for Finance Director and the other positions and thus wanted to know how that is going to be addressed, before the contract gets approved, so that the financial consulting company will have the support they need.

City Manager Pate declared that his office continuously reviews the recruitment process for the employees of the Finance Department and makes appropriate adjustments at the time they are needed. Mr. Pate assured the Commission that employees will continue being recruited based on their qualifications for the positions, and those positions will be staffed appropriately.

Mayor Pigatt stated that what City Manager Pate said did not sound like an answer and asked if there were any other questions or comments.

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

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

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A MUTUALLY AGREED UPON AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN CITY MANAGER JOHN E. PATE AND THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager and Vice Mayor Williams*

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

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

Mayor Pigatt asked City Manager Pate or Vice Mayor Williams to introduce the item.

Vice Mayor Williams presented a little background on how and why the item was brought to the Commission. The Vice Mayor expressed that her thought process is that in order for the City to be as effective as it can be, there must be top-down leadership and the Commission must be an example, to show everyone their leadership nature. She reported that after some recent events, she had a conversation with City Manager Pate about bringing the item forward, adding that after a few conversations, Mr. Pate mutually agreed. The Vice Mayor stated that as she has said a few times, she thinks the members of the Commission agree on the evaluation of the City Manager and all employees, and she is thankful that the Manager agreed to extend his contract so that the Commission can come up with a tool to evaluate him and the work that he does. Before the item is discussed, the Vice Mayor proposed that the tool to be used to evaluate the Manager be discussed during Monday's Commission Priorities Workshop. She shared that she provided an email with several tools, not just tools that have been edited or deleted, and that she will present a PowerPoint during the workshop. The Vice Mayor urged the rest of the Commission to present their ideas for the tool, so that they can objectively evaluate the City Manager during the 90 day period.

Commissioner Burke pointed out that Vice Mayor Williams stated that her sponsored agenda item proposes to extend City Manager Pate's contract, but he asked her to clarify if she meant that it would extend the time allotted to complete the Manager's evaluation.

Vice Mayor Williams confirmed that Commissioner Burke is correct, pointing out that according to City Manager Pate's contract, his evaluation period ended on April 30th. The Vice Mayor stated that the time to complete the Manager's evaluation had expired for whatever reason, and she restated that Mr. Pate mutually agreed to the 90-day extension so that the Commission can effectively observe him and have conversations about creating a tool for his evaluation, to provide feedback and priorities moving forward.

Commissioner Burke asked Vice Mayor Williams on what date the 90 day period would begin for the proposed extension of City Manager Pate's evaluation period.

Vice Mayor Williams asked City Attorney Burnadette Norris-Weeks to help address Commissioner Burke's question.

City Attorney Burnadette Norris-Weeks confirmed that the 90 day extension of City Manager Pate's evaluation period would commence from the date of passage of the item sponsored by Vice Mayor Williams.

Commissioner Davis inquired about how the item sponsored by Vice Mayor Williams made its way to the agenda because he is under the impression that an ordinance passed by the Commission in September of 2020, requires any future agenda items to be presented to the board. The Commissioner stated that he understands the item was previously sponsored by Commissioner Bass and voted on, but asked why this particular item has not followed the established channels.

City Attorney Burnadette Norris-Weeks explained that the item is being sponsored by Vice Mayor Williams and City Manager Pate, and if it had not been jointly sponsored, it would have been a future agenda item for the Commission's consideration.

Commissioner Davis asked if an item is co-sponsored by the City Manager, if it can bypass the path that was set by the ordinance that the Commission passed.

City Attorney Burnadette Norris-Weeks explained that the item was brought to legal as a mutually agreed upon item. Attorney Norris-Weeks added that the item is being brought to the Commission as the City Manager's item and is just basically adding Vice Mayor Williams name to the item.

Commissioner Davis stated that he understood and thanked City Attorney Burnadette Norris-Weeks for her point of clarification.

Mayor Pigatt echoed Commissioner Davis' concerns about bypassing the City's ordinances by convincing the City Manager to sponsor an item. The Mayor asked City Manager Pate to provide some insight into how the proposal to extend his evaluation period was presented, including how it was first proposed.

City Manager Pate said that the extension of his evaluation was proposed in the way that Vice Mayor Williams stated.

Mayor Pigatt asked City Manager Pate if the extension of his evaluation was proposed to Vice Mayor Williams before or after the Manager had proposed it to the Mayor.

City Manager Pate explained that on the Monday prior to the Special Commission Meeting, as he was pleading for his job, he said that he asked Mayor Pigatt to not hold the meeting and to extend his evaluation period. Mr. Pate reported that the Mayor denied his request and that after the meeting occurred, he was contacted by Vice Mayor Williams who stated leadership principles that he agreed with including having the Commission evaluate him. He then explained that the Vice Mayor sent an email to the City Attorney requesting that the agenda resolution be drafted as a mutually agreed upon item.

Mayor Pigatt asked if it was correct that City Manager Pate had apologized on his call, for his actions that violated his contract.

City Manager Pate stated that he thinks it is appalling that Mayor Pigatt tried to bring that up, that it is subjective and harassing in nature, and that he will not speak on that.

Mayor Pigatt stated that he brought up the phone call with City Manager Pate to bring to light the fact that at the last Special Commission Meeting, he presented evidence that Mr. Pate violated his contract with the City. The Mayor reported that he and Mr. Pate had a fourth conversation with the attorney present, to address the habits and behavior that he said were detrimental to the City of Opa-locka. It was during that conversation that Mayor Pigatt said he did not agree to the proposal to extend the Manager's evaluation period because of what he characterized as the egregious nature of the violations of his contract. He expressed concern upon seeing that the agenda item does not address the violations that the Mayor accused the Manager of committing and he asked Vice Mayor Williams as the sponsor of the item, if the Commission sits back and is silent on the purported violations how extending the evaluation will address those.

Vice Mayor Williams stated that one of the layers that was missed before the issue went to an extreme nature, was an evaluation. The Vice Mayor pointed out that priorities were discussed for several weeks and months and she said that never once were evaluations talked about. Additionally, she said that the Commission never followed a chain of command, because she said that the command went straight to one person, to do what that person felt they needed to do for themselves. Identifying herself as a true leader in nature, she said that from her own experience, you should not go to an extreme nature without following a path of evaluation. The Vice Mayor stated that she would have been glad to give her position at the last Commission meeting, but that it is not one of the options she was offered. Per her recollection of that meeting, she heard a statement and then the meeting was adjourned. She asserted that if there are any issues, they should not be taken up with the City Manager because it appears to her that the issue is personal. Vice Mayor Williams declared that she is not making it personal, because everyone needs to be evaluated, pointing out that she is evaluated on her job and she evaluates others on theirs. She once again stressed that the City Manager needs to be evaluated with feedback provided, be it good, bad or indifferent and concluded stating that the path she is proposing is the path that should have been taken.

Commissioner Burke recalled that Mayor Pigatt said several times that City Manager Pate had committed several violations of his contract, but he has yet to see a violation and said he has never been informed of them. The Commissioner asked the Mayor to elaborate on the violations.

Mayor Pigatt offered to pull up the agenda packet from the Special Commission Meeting that was held last week, explaining that City Manager Pate had violated certain sections of his contract. The Mayor also clarified for Vice Mayor Williams that the Commission did talk about evaluations a few times during their meetings beforehand, and pointed out that at the last priorities workshop before the contract ended, he had mentioned that the Commission had to submit their evaluations of the Manager.

Commissioner Burke asked why the supposed violations of the City Manager's contract were not forwarded to the Commission for them to see, stating that he hasn't seen any violations and doesn't think anybody else has either and that the Mayor is the only one to have the violations.

Mayor Pigatt pointed out that the details of the violations of the City Manager's contract were included in the supporting documentation of the agenda packet for the April 29th Special Commission Meeting. The Mayor reminded the Commission that the agenda packets are publicly available online.

Commissioner Burke asserted that the violations of the City Manager's contract should have been forwarded to the Commission before a special meeting. The Commissioner stated that if Mayor Pigatt is having a problem with something, he needs to appraise the full Commission and not try to take care of it by himself. He stressed that the Commission needs to be a team and if the Mayor is having a problem, they're all having a problem. Stating that he, the Vice Mayor, Commissioner Davis and Commissioner Taylor don't know about the violations, he said that the violations should have been forwarded to them as they were happening. In the future, Commissioner Burke suggested that any problems should be forwarded to the full Commission.

Mayor Pigatt asked City Clerk Flores if the agenda packet was provided to everyone on the Commission, with the supporting documentation detailing the violations that City Manager Pate was accused of.

City Clerk Flores confirmed that the agenda packet with all supporting documentation was provided to the entire Commission.

Mayor Pigatt explained that due to the Sunshine Law, the Commission is only able to speak about these items during public settings. The Mayor pointed out that at the last Commission meeting, he presented evidence for the next day's Special Commission Meeting agenda item which included the proposed item to terminate City Manager Pate. He reminded the Commission that he laid out a few challenges and assured them that he had no problem going through the information detailing the powers of the Commission and the City Manager, prohibitions, the standards of conduct and the employment agreement with Mr. Pate. He also reminded them that the standards of conduct require that all elected representatives of the Commission have to be very clear about false accusations that are being made and must also be honest and respectful in terms of duties. Pointing to City Manager Pate's contract, he noted that it says that the Commission must evaluate the Manager between March 1st and April 30th. Additionally, he noted that the Commission can terminate the Manager in one of two ways. First, the Commission can terminate the Manager without cause for whatever reason, which would cause the City to incur a significant cost. Alternatively, the Commission can terminate the Manager for cause based upon a willful disregard of a direct order, violations of the law, conduct unbecoming of a public employee or other items. Mayor Pigatt reminded the Commission that last year they were copied on the messages from the Manager, in which he made very false accusations about the Mayor interfering with day to day

operations in the City. He recalled that despite the Manager having apologized for the false accusations, that false accusations were made to consultants, citizens and the rest of the Commission. The Mayor asserted that the nature of the messages that were sent, were completely unbecoming of a public employee and he said that the accusations started after an inquiry into the Manager's leave time. He stated that many of the members of the Commission have sat in meetings to which the Manager has not shown up, in addition to having heard GSP signals and food orders while he is missing the meetings. Noting that Commission meetings are the time to address citizens' issues, he stated that the Manager has also missed individual meetings with the county and other representatives, with those things not being addressed. After the inquiry into the Manager's leave time, the Mayor said he found instances where the Manager said he was out sick and had not let the Commission know and did not input those sick days. The Mayor asserted that those things qualify as conduct unbecoming of a City employee. He expressed that he believes it is a symptom of a larger issue than what is seen on the current agenda. Mayor Pigatt accused Mr. Pate of neglecting the evaluations of the Finance, Code Enforcement and Human Resources Departments. He stated that if the Commission does not do something about this, he believes it will continue to delay the progress that is needed to face the City's challenges, including the financial crisis. From his perspective, he said it continues to create the same conditions that the citizens have to deal with every day. Mayor Pigatt stressed that he is not fond of the trash that is out in the community, or the situation with the bus benches or all of the things that are going on, and pointed out that the only person the Commission has to hold accountable is the Manager. The Mayor declared that they have all seen the evidence that holding the Manager accountable is not happening.

Vice Mayor Williams stated that this is not an agenda item.

Mayor Pigatt stated that it is an agenda item.

Vice Mayor Williams stated that the item is a consent agenda item and not an agenda item. The Vice Mayor said that the Commission is talking about an evaluation and that she was in shock that the Mayor was trying the case against City Manager Pate again.

Mayor Pigatt stated that the Commission is in the sunshine and that Commissioner Burke had said that he wanted to hear the violations that City Manager Pate had committed against his contract, so he laid them out. The Mayor pointed out that the Commission was supposed to discuss this during the Special Commission Meeting, but there was never an opportunity to do so. He recalled that these items have been brought up multiple times and said that he heard silence from the Commission. While pointing out that there are plenty of people including employees that are witnessing what is happening, he asked if the Commission is just supposed to sit and not say anything. The Mayor asserted that it is a problem when everybody else can sit in the meetings but the Manager doesn't and the Commission is silent.

Vice Mayor Williams stated that what Mayor Pigatt said is incorrect and that she is not silent. The Vice Mayor offered to yield her time to City Manager Pate so that he can tell the Commission how she has not been silent. She explained that she does not operate by coming to the dais to try to embarrass anyone, and stated that if she wants to tell Mr. Pate how he needs to do better, she gets on him. The Vice Mayor asked the Mayor to not make accusations because the Commission doesn't do what he wants them to do.

Commissioner Burke asked Mayor Pigatt if the Commission can call for the vote on the item proposing to extend City Manager Pate's evaluation period.

Commissioner Taylor stated that the conversation had turned extremely counterproductive, with the Commission literally going backwards despite needing to move forward. The Commissioner asserted that dwelling on City Manager Pate being fired when the topic of discussion was his evaluation is counterproductive. He agreed with Commissioner Burke that there was a motion to call the question.

Mayor Pigatt acknowledged that there was a motion to call the question and stated that the motion failed for lacking a second.

Commissioner Burke pointed out that he called for the vote and Commissioner Taylor seconded the call for the vote. The Commissioner asked Mayor Pigatt how the motion failed.

Commissioner Taylor stated that the Commission is beating a dead horse and the City has to move. The Commissioner said that the City is not going to move by dwelling on City Manager Pate. He pointed out that the Commission has work to do and this doesn't help the situation.

Mayor Pigatt stated that the City Manager is the leader of day-to-day operations and that there are issues that need to be addressed. The Mayor lamented that this is the only time that there has been an opportunity to speak on these things. He stated that information is being presented and the Commission stays silent, not allowing the things that are happening behind the scenes to come to light. Asserting that it is a problem if everyone thinks it is okay to have the Mayor of the City threatened with a misdemeanor criminal charge, assuring his colleagues that if it happened to any of them, he would be the first to step up. He recalled that the last ex-cop that was playing shadow mayor, had to be removed from the City and is currently locked up. The Mayor declared that he is not going to sit and be silent and nobody is going to silence him when it comes to this, because it is an issue that cannot just be pushed to the side by an evaluation and needs to be addressed. Mayor Pigatt stated that he has been sitting silent and is now asking for his colleagues to step up. He stated that after his statement, the Commission can pass the resolution to extend Mr. Pate's evaluation period and move forward.

Vice Mayor Williams acknowledged that there are two sides to every story and hears that Mayor Pigatt wants to share that story. The Vice Mayor stated that it appears as if the only resolution that

the Mayor wants is to fire City Manager Pate. She reported that she had scolded Mr. Pate behind the scenes. The Vice Mayor asked Mr. Pate to confirm if she had spoken to him on several occasions about his attendance.

City Manager Pate confirmed that Vice Mayor Williams has spoken to him about his attendance to meetings.

Vice Mayor Williams reported that she has spoken to Mr. Pate on several occasions about his tone, including the way he speaks to Mayor Pigatt and the mannerisms he uses. The Vice Mayor said that the Mayor wants the Commission to bring this out to everyone, and said she would do that if it is going to make the situation right. She shared that unbeknownst to the Mayor, the Commission does have his back. The Vice Mayor stated that she believes the Mayor just wants the Commission to fall in line with what he wants them to do, and she asserted that is not going to happen. She explained that she is not saying that an evaluation is going to solve the situation. Additionally, she reported that she told Mr. Pate that she felt bad that the Mayor was not able to lay out everything that he put together. The Vice Mayor asserted that Mr. Pate is not going to be fired during this meeting, and pointed out that discussing his evaluation is not sweeping the problems under the rug, especially considering that the Commission missed the deadline to evaluate the Manager. She stated that she and her colleagues are going to put together a tool for evaluation of the Manager that they all agree on and can provide feedback. The Vice Mayor suggested that the tool present a self-reflection for Mr. Pate, so that he can self-reflect on his skills as a leader of the City. Stating that she was insulted when she received the email with a tool that removed the names of the Commissioners from 2015 and put the names of the new Commissioners in their place, which is why she proposed that all five of the members of the Commission put the new tool together and not just have it given to them. The Vice Mayor asserted that is not how she operates and stated that eventually in time, everybody is going to learn how she operates.

Mayor Pigatt stated that he understands Vice Mayor William's passion, and said that the conversations she has been having with City Manager Pate over the past few months, he has been having with the Manager over the past year. The Mayor said that it wasn't until this meeting and the meeting before last that this has been brought out into the public. Citing as evidence the emails and documentation he provided, the Mayor said that this isn't something new. He also pointed out that the evaluation of the City Manager was discussed by a prior Commission and the tool for the evaluation was on hand, as the evaluation tool for the City. The Mayor said he was glad that the Vice Mayor brought up the proposal to change the Manager's evaluation tool, and that he was open to it and appreciated and respected the documentation she provided. With respect to the Vice Mayor's comment that the Mayor was pushing for something that only he wanted to do, he pointed out that he can't do anything alone in the City because he is one out of five votes. The Mayor also reminded the Commission that during the last Commission meeting, three different options were presented and only one provided the evidence to terminate the Manager with cause and no cost to the City. He also reminded them that the second option provided would have suspended the

Manager with an investigation completed by a third-party human resources firm. Lastly, he reminded them that they had been provided a similar option to what Vice Mayor Williams is proposing, to extend the Manager's evaluation period. The Mayor explained that he knew that after his conversation with the Manager, during which he recalled telling him that he would not extend the evaluation period, he knew that Mr. Pate was going to go around and talk to people about what he wanted to do. He stated that it is the reason why he left that option blank, so that the Commission could have a conversation about it. Assuring the Commission that he wasn't just focused on terminating Mr. Pate, he asserted that he has to do his due diligence as an elected representative of the people, after finding information and seeing a pattern from the Manager over the past year and half. As the person who negotiated Mr. Pate's contract, the Mayor called it a mistake. He stressed that he will not let the Commission just pass by the evidence that has been presented for termination for cause. Indicating his support for an evaluation of the Manager and the development of a performance plan, the Mayor also urged the Commission to consider the picture people have of the City. He asserted that not showing up reflects disrespect to the City's partners and citizens. He explained that he wanted to present this information to everyone, so that they know what is going on and so it is not just behind the scenes with everybody being silent while the City's partners, employees and everybody sees it. Stating that he may not be the most eloquent person, he said that he had to be real with the Commission and let them know what's up.

Commissioner Burke pointed out that everything Mayor Pigatt said could be put in the City Manager's evaluation and asked for the vote on the proposed item to extend Mr. Pate's evaluation period.

Vice Mayor Williams assured Commissioner Burke that she is going to get to the vote on her proposed item to extend City Manager Pate's evaluation period. As a point of clarification, the Vice Mayor said she found it laughable that her colleagues are questioning how the item was proposed and are not asking why it was proposed. Stating that the Commission not looking at the big picture is an issue, she pointed out that Mr. Pate would not have an evaluation because the evaluation period ended on April 30th and would have gone an entire year before the Commission could evaluate him again. The Vice Mayor stated that her proposal works for the Commission and it also works for Mr. Pate, but noted that who brought the item and how it got onto the agenda is being questioned, and said that is the issue.

Commissioner Davis explained that the reason he hasn't been as vocal as his colleagues on this issue is because he respects the right that each member of the Commission has to respectfully manage Mr. Pate as his bosses, encouraging the Manager to carry out the wishes of the community and the electors who put the Commission in place. The Commissioner stated that the reason he questioned why the item was done the way it was, is because he has never seen a Commission item come from the Manager's office and not be vetted by the Commission. He assured the Commission that he is in favor of giving Mr. Pate a 30, 60, 90 or even 120 day extension for his evaluation. Recalling that after he was first elected, the very first Commission meeting had the

firing of a City Manager on the agenda, he noted that since that time the Commission has never evaluated a Manager, which in his opinion is not becoming of the City and is not what leadership looks like. The Commissioner stated that the Manager sets the example for his employees, and he has never not been supportive of the evaluation process. He said that he thinks each member of the Commission reserves the right to manage the Manager and that it is not their job to get in the way of that. Adding that while members of the Commission may not agree with what the Mayor or Manager say, he pointed out that it is the Mayor's right to do so as someone who was duly elected, just as the other four members of the Commission were. The Commissioner asserted that the Mayor's right to manage the Manager must be respected, just like he would want the Mayor to respect the way that he manages the Manager. He concluded by stating that he never got involved because it is the Mayor's prerogative.

City Manager Pate thanked Vice Mayor Williams for suggesting that the matter of the extension of his evaluation period be placed on the agenda. The Manager stated that he is fully supportive of being evaluated by the Commission in a fair and non-subjective manner, but he expressed that he is still very much concerned about the intent of some on the Commission and said that it brings him pause. In his attempt to move beyond the last year and a half, he said that the first step is to open up his evaluation process for extension. Having thought that the Special Commission Meeting from the previous Thursday was over and beyond the Commission, Mr. Pate pointed out that the Mayor continued to clearly state his case. He said that he believes the Mayor still desires for him to not be the Manager and desires to come after his employment with the City. Expressing his concern that mutually agreeing on his evaluation will not open him up to any future scrutiny, he added his hope that the evaluation is done fairly in accordance with the entire Commission's will.

Mayor Pigatt asked City Manager Pate if the Commission were to develop a new evaluation protocol, to what term of his contract it would apply.

City Manager Pate stated that the Mayor's question about the term of his contract that a new evaluation protocol would apply to, is one for the City Attorney.

City Attorney Norris-Weeks explained that the proposal to extend Mr. Pate's evaluation period would not affect the term of the City Manager's contract, and it would end at the same time that it ended before the item was proposed.

Mayor Pigatt asked if the Commission develops a new evaluation protocol that highlights areas that Mr. Pate was not aware of, if the Manager is still subjected to being evaluated in those areas.

City Attorney Norris-Weeks said that she is not quite sure if she understood Mayor Pigatt's question, but explained that Mr. Pate is agreeing to a 90-day extension to evaluate him. Attorney Norris-Weeks suggested that the Commission should come up with the tool they are going to use to evaluate Mr. Pate as quickly as possible, so that they can have the time to tell the Manager what

they are going to evaluate him on and then have time to complete the evaluation within the 90-day period.

Mayor Pigatt expressed that one of the concerns he has with proposing a new tool to evaluate Mr. Pate, is that it sounds to him that the evaluation term would be just 90 days and not the entirety of time under the Manager's current contract. Wondering how long it will take the Commission to develop the evaluation protocols, he asked if the tool will be used to evaluate the Manager based on his behavior after the protocols are passed or if it will reflect past behavior as well. The Mayor expressed additional concerns about a new tool being developed and not being applied to City Manager Pate's past behavior, which he pointed out can be done with the current evaluation tool.

Vice Mayor Williams pointed out that all of the members of the Commission were elected at different times, so when Mayor Pigatt refers to City Manager Pate's past behavior, it is referring to five months for her. The Vice Mayor stated that the reality is that the Manager's evaluation period ended without a thorough discussion by all five members of the Commission. She also said that she feels the evaluation tool that was sent to the Commission is outdated, doesn't apply to today's standards and is subpar to say the least. The Vice Mayor reported having done research on about ten other cities in Miami-Dade and Broward counties, to get other evaluation tools. Expressing hope that the Commission can agree with her thinking, she proposed that they look at the old evaluation tool and some of the new evaluation tools, and then create an efficient tool together. Suggesting that the Commission can have the conversation on Monday, she offered to present the various evaluation tools and take out the specific questions that she thinks the Commission should look at. The Vice Mayor asserted that one Commission will decide what they like and don't like for the tool that will be used to evaluate City Manager Pate.

Mayor Pigatt asked Vice Mayor Williams if the new evaluation tool will be used to evaluate City Manager Pate based on the past five months that the Vice Mayor has been on the Commission.

Vice Mayor Williams stated that the new evaluation tool will start after April 30th, reminding the Commission that the City Manager's evaluation was forfeited.

Mayor Pigatt asked if the Commission will only evaluate City Manager Pate from May 1st until July 29th.

Vice Mayor Williams suggested that the period of time that City Manager Pate will be evaluated on, should be decided by the Commission. The Vice Mayor also stated that the conversation about the evaluation tool and the evaluation period will be had at the Commission workshop on Monday and that she was not planning to have the conversation now.

Mayor Pigatt pointed out that the item proposed by Vice Mayor Williams specifically says that it will extend City Manager Pate's evaluation period to July 29, 2021 and because she is also talking

about developing a new evaluation tool, he asked if someone can explain what time period Mr. Pate will be evaluated for, if the item is passed.

Commissioner Taylor stated that his understanding of what Vice Mayor Williams is proposing is that each Commissioner will be able to evaluate City Manager Pate based on the time period they want. The Commissioner added that while the evaluation period that the Vice Mayor and he can use would only be five months because that is when they first met the Manager, for the Mayor the evaluation period would be longer. He further explained his understanding that the item is just extending the evaluation deadline by 90 days, because the Commission missed it and is now just righting a wrong. The Commissioner asked Vice Mayor Williams if his explanation is what she was saying, in layman's terms.

Vice Mayor Williams asked City Attorney Norris-Weeks for clarification on the time period that the Commission will be able to evaluate City Manager Pate on.

City Attorney Norris-Weeks stated that the Commission is supposed to evaluate the performance of the Manager at least once every fiscal year between March 1st and the immediately following April 30th. Attorney Norris-Weeks explained that the resolution proposed by Vice Mayor Williams extends the April 30th date by another 90 days for the evaluation to take place and would therefore include the previous time plus the days that it was extended. Addressing Mayor Pigatt's question specifically, she said that the Commission could go back and evaluate the Manager before the period of time stipulated in the evaluation extension, based on the reading of the language of his contract.

Mayor Pigatt asked if developing a new evaluation tool would affect the setting of the expectations for the City Manager's evaluation.

City Attorney Norris-Weeks explained that the Commission has to tell the City Manager what they are evaluating him on because he deserves to know, which the development of the new evaluation tool would do. Assuming that the Commission will have some conversations with the Manager to develop the evaluation tool, she said they can discuss the categories that will be part of the tool and make sure that he has a clear understanding of what he is being evaluated on. She said that in some cases managers are even given an opportunity to complete a self-evaluation, to respond to some of the things the Commission will be evaluating, giving Mr. Pate a chance to put on paper some things that the Commission may not know.

Mayor Pigatt asked if his understanding was correct that the new evaluation tool will stand for the prior period and Mr. Pate will be evaluated on the things he is told he's going to be evaluated on, over the past year of his time as City Manager.

City Attorney Norris-Weeks noted that City Manager Pate was shaking his head and she said that she would want to make sure that he is on board. Attorney Norris-Weeks explained that while the

item proposed by Vice Mayor Williams is extending the time period for Mr. Pate's extension, she pointed out that the Commission should have had some clarity about what they were going to evaluate the Manager on. She said that outside of whatever may be in the Manager's contract, the Commission needs to have some clear standards. Suggesting that Monday's Commission Workshop with the Manager would provide an opportunity for the discussion about what the evaluation tool will look like, Attorney Norris-Weeks said that she would hate to state her thoughts and then have it become a subject of litigation if the Manager is not on board.

Mayor Pigatt asked if the Commission develops a new evaluation tool, whether a legal case could be brought by City Manager Pate stating that the tool is null and void.

City Attorney Norris-Weeks suggested the Commission have some buy-in from the Manager on what they're evaluating him on, so that everybody is on the same page including on the evaluation period extension. Attorney Norris-Weeks said that the Commission meeting under the item proposed by Vice Mayor Williams, is probably not the appropriate place to provide more clarity. She suggested that because City Manager Pate is bringing the item forward and mutually agreed to it, he could be asked what he perceives and if he sees something different than what had been stated.

Mayor Pigatt asked for City Manager Pate to address the concern that was raised about the tool that will be used to evaluate him.

City Manager Pate reported that in his discussion with Vice Mayor Williams, he stated that any change in evaluation tool has to be made through a mutual discussion. Mr. Pate said that this is also the case for union employees. He acknowledged that for transparency, he agreed for his evaluation period to be moved to include May 1st of last year through July 29th of this year, in the hopes that the tool will be changed and mutually agreed upon. Asserting that he wants to be evaluated fairly, he said that it would be a problem if it turns into something that is not advantageous. Mr. Pate expressed that he feels that it sounds like Mayor Pigatt is saying what he is going to be evaluated on and that he has no choice.

City Attorney Norris-Weeks clarified that the way City Manager Pate characterized the conversation is not what is being said, pointing out that Mayor Pigatt is just one person and one vote on the Commission, and that she is just trying to look out for any problems in the future.

Mayor Pigatt stated that he has a right as an elected official to provide his thoughts and views, as his truth and perspective to be shared with his colleagues. The Mayor acknowledged that his concerns about the new evaluation tool and the evaluation period had been addressed. He stated that he looks forward to the conversation so that the Commission can do its due diligence to evaluate City Manager Pate and his performance on behalf of the people of the City of Opa-locka.

There being no further discussion, the resolution passed by a 3-1 vote.

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Not Present
Commissioner Davis	Yes
Mayor Pigatt	No

13. ADMINISTRATION:

CONSENT AGENDA:

2. A RESOLUTION OF THE CITY COMMISSION OF CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE HISTORIC ENVIRONMENTAL PRESERVATION BOARD TO ISSUE A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 432 OPA-LOCKA BOULEVARD TO ALLOW FOR THE REPLACEMENT OF WINDOWS AND DOORS ON SAID REGISTERED HISTORIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; RESCINDING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

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

City Manager Pate reported that Opa-locka had an outstanding legislative session during which both the City's State Representative and State Senator were able to obtain funding for the first phase of the new Police Department, senior programs and parks programs. Mr. Pate also thanked Congresswoman Frederica Wilson for working on behalf of the citizens of Opa-locka to obtain funding for the City's shot spotter program. He recognized these as achievements that would not have been possible without the support of the elected officials and those who represent Opa-locka outside of the City, and stated that he looks forward to those funds being used in an expeditious manner to move the City forward in a positive way. The Manager also reported that he has been in discussions with outside contractors, looking at performing assessments of various departments in the City. He said that he would not name the departments that would be assessed, but explained that considerations are being made to evaluate every department within the City for their efficiencies and inefficiencies, to ensure that each department director has the tools to do the best job they can. The Manager said that in his mind, assessments are not used to penalize employees, but to ensure that they have what they need to do better. He stated that he hoped to have a presentation at the next Commission meeting, from an outside entity to talk about the potential of outsourcing the Building & Licensing Department as well as the Code Enforcement Department, prior to it coming before the Commission for a vote. He said that he always wants to be fair, equitable and even-handed by not targeting individuals but by instead looking at systematic issues and putting plans in place to fix them. The Manager also reported that he was notified two days ago that Opa-locka will be losing its full-time COVID-19 vaccination and testing sites, as the Hard Rock Stadium and other state-run sites are being diminished into a more mobile vaccination posture because of the drop-off in vaccinations and a desire to reach underserved areas. He added that he has been assured that Opa-locka will be serviced by a mobile vaccination site at least three to four days a week based on the preliminary schedule that was put out yesterday, which he hopes can be expanded. Also because the state of Florida is moving into a post COVID-19 posture, all City Commission Meetings and Workshops will be held in the Commission Chambers in a public setting, per the governor's order. With a realistic transition in the next two months, the Manager said that the options for serving residents on a daily basis are being looked at, ensuring that staff and residents are both still safe from COVID-19. The Manager thanked everybody for their ongoing support, stating that he is truly in a position to know that the City has made great strides because of the relationships he's built both in and outside of the City, in addition to the meetings he has with individuals and the feedback he gets about the progress being made. He apologized to residents who had to experience what occurred over the last month, as they had to be at the Commission meeting to experience his potential separation and other actions upon him. Mr. Pate acknowledged that he has plenty of room as a man and an individual to do better, and said that he is always open to criticism. Recognizing that it is fine if some may agree to disagree with his methodology, he assured the Commission that every action he takes is in his heart, in the best interest for the residents and stakeholders of the City. Regardless of what occurred, he said that he respects every single person on the dais and desires to move forward. The City Manager pointed out that if anything was to happen to him, it would affect the City's residents and stakeholders,

and he asserted that he doesn't want to see that occur. Mr. Pate gave the residents, staff and stakeholders of Opa-locka his word that he will do what he can as an individual, to be the best man and employee he can be. He also reported that the parks will be fully open on June 1st, with forthcoming programming, including summer camp and the best and safest possible services for the youth.

Mayor Pigatt asked City Manager Pate to provide a written update on the City's hurricane preparedness plan, the substation in Glorieta Gardens and the bus benches.

City Manager Pate confirmed that he will provide full detailed updates in writing to the Commission within one week.

Vice Mayor Williams recalled that City Manager Pate had mentioned that staff was on a staggered rotation of employment, with one day on and one day off, and asked if that was still happening.

City Manager Pate reported that he is still evaluating the staffing plan and stated that he will be putting out an update on staffing prior to June 1st.

Vice Mayor Williams stated that it is her hope and wish that the City's staff, including the Manager's office, get fully back into the building unless otherwise stated by Tallahassee. The Vice Mayor said she will allow the other members of the Commission to speak, but suggested that the remote working probably needs to cease.

Mayor Pigatt echoed Vice Mayor Williams' sentiments.

Commissioner Taylor also echoed Vice Mayor Williams' sentiments.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Commissioner Davis acknowledged that Vice Mayor Williams has taken the lead on illegal dumping to ensure that the community is no longer an eyesore in the South Florida region. The Commissioner reported that over the past week, he has had opportunities to meet with Miami-Dade County Commission Vice Chairman Oliver Gilbert in regards to the regular maintenance of the City's waterways. He explained that they discussed putting something sustainable in place to ensure that the City is not just using contingencies and one-off opportunities to keep the waterways beautiful. Stating that the meeting was very productive, the Commissioner thanked Public Works

Director Airia Austin, the sister city manager, Assistant City Manager George Ellis and City Manager Pate for attending. The Commissioner reminded his colleagues that the City currently has a five-year memorandum of understanding (MOU) with Miami-Dade County in regards to the maintenance of the waterways, which is set to expire in three years. Because the regular maintenance of the waterways is not specifically included in the agreement, the Commissioner said that it was recommended that the City either try to work within the existing agreement that's in place or sponsor legislation as a Commission to amend the agreement, which would ultimately have to be approved by the Miami-Dade County Board of County Commissioners. Explaining that the item that will eventually come before the Commission, is currently in its infant stages, he said that as he works to make progress on the issue, he would like to share the efforts with the Vice Mayor. Because the Vice Mayor has proffered items to incentivize residents to get involved and mitigate some of the trash concerns, he hopes that she would like to partner on a public outreach or education component in consideration of the fact that the trash and pollution that ends up in waterways, many times originates on land. While acknowledging that it is very important that residents are incentivized to do the right thing, the Commissioner stated that it is equally important to educate and provide a level of accountability because nobody is going to wave a magic wand and clean the community. The Commissioner said he sees this as a first step and looks forward to collaborating on the efforts with the Vice Mayor. He also proudly informed the Commission that Police Lieutenant Sergio Perez has been getting the Police Explorer Program off the ground and thanked the Lieutenant. The Commissioner said he has been advocating for the reopening of the program to make sure that the City has meaningful youth mentorship opportunities, and that he and his colleagues look forward to working with Lieutenant Perez to get the youth engaged.

Commissioner Taylor pointed out that this week is Police Appreciation Week and declared that the Commission salutes and honors the City's law enforcement officers for a job well done, thanking them for everything they have done for Opa-locka. The Commissioner also reminded everyone that his BINGO and Chill event will be this Friday at 6 PM, encouraging those who are not busy to come out and have fun. The best news he shared was that Opa-locka will turn 95 years old on Friday, having been established on May 14, 1926 and the Commissioner said that the milestone will be celebrated at the BINGO and Chill event, encouraging everyone to turn up for Opa-locka.

Vice Mayor Williams gave a shout out to the Opa-locka Police Department, including her own resource officer at her building who she said is amazing. The Vice Mayor said she can go on and on about how the Police Department of the great city of Opa-locka has been there for her in more ways than can ever be imagined. She thanked the police from the bottom of her heart for being her rock and support system, saying that they know what she is talking about. The Vice Mayor also reported that the Women of Many Hats Dinner last Thursday was a success, with the women enjoying themselves. Sharing that the event honored those who she called the unsung heroes of Opa-locka, she said it included the women who have owned homes in the City for over thirty years and who come and go to Church and are not brought out, despite their love for the community.

She thanked the members of the Commission who came to the event, including Commissioner Davis, Taylor and Burke. The Vice Mayor also thanked the City Manager's Office including Ms. Shamecca Lawson, Human Resource Department Director Kierra Ward, Parks & Recreation Department Director Delven Patterson, as well as Public Relations Consultant Jessica Modkins for all their assistance. Stating that she would be remiss if she did not thank Congresswoman Frederica Wilson, she acknowledged that she provided some in-kind donations for the event, and noted that she is definitely a woman of many hats. The Vice Mayor also shared that tomorrow night she will have a Miami-Dade County Fire Rescue informational meeting at Sherbondy Park Village, and she thanked the Circle of Brothers who did some canvassing, going door-to-door and printing flyers for her when she couldn't because she was working. Expressing that she hopes the meeting will be successful, the Vice Mayor explained that the number one goal is to get people into the workforce and get jobs. The Vice Mayor concluded by reading a statement which she explained had been written the previous week and that she wanted to make sure it is on the record. Beginning her statement, she said that when she decided to run for office, there were no other reasons on her mind other than doing her part to bring a positive change to the residents of Opa-locka and she believes that is why all of her colleagues ran for office as well. Her statement went on to say that anyone who knows her, knows that her goal is to highlight the great work the Commission does through all of the employees. She expressed that she never thought she would have to stand witness to what has been transpiring between the leaders, and that within a few months on the dais, she would be in a position to have to fire and possibly hire a new City Manager. Asserting her opinion that the City Manager has been doing a good job, she shared that she was not prepared to fire him. The Vice Mayor did however set the record straight, declaring that she has not been pleased with how City Manager Pate has treated, spoken to and behaved towards Mayor Pigatt and characterized the behavior as unacceptable. Because of the professional relationship she says she has built with Mr. Pate, she shared that she feels she has been able to share her frustrations, impart wisdom and helped him see leadership through a different lens. The Vice Mayor noted that Mr. Pate has apologized to the Mayor, the Commission and the residents. She concluded her statement, sharing her motto which says that you cannot see the picture while you're painting, and expressed that it is her hope that healing can begin and that they can get back to moving the great City of Opa-locka forward.

Mayor Pigatt also echoed the gratitude for the work done by his colleagues, including the City Manager's office and the State Representatives and other elected officials who are friends in Tallahassee, who secured over \$1.3 million in appropriations funding for the City from the state, for the first time in many years. The Mayor recognized that there is a lot of work involved from many people on the dais and stated that the main goal was to focus on the police because of the challenges to police in the area, providing the opportunity to build a Police Department and also have recreational programs for residents. He reported that everyone was in alignment in making sure that it happened, including Congresswoman Frederica Wilson who secured the shot spotter program funding. Pointing out that these are the things that the Commission has been advocating for, the Mayor said that he is thankful for being blessed to have those elected representatives for

the City. He reported that there will be a ceremony at the next Commission meeting, coordinated by the office of State Senator Shevrin Jones, to which State Representative James Bush and Congresswoman Frederica Wilson will be invited, in order to recognize the work of all the legislators, and during which there will be a check presented to the City that he is looking forward to. The Mayor also took a moment to acknowledge that he has been very passionate about the challenges that the City has been experiencing, and which he has also been personally experiencing in his role as Mayor. He expressed that it is a very hard job, working full-time, having a wife and three kids and also being Mayor. Pointing out that as Mayor, he is only one of five, he reminded everyone that there is nothing any of the members of the Commission can do individually and that it is all about them coming together as a team. He also shared that he has had a lot of frustrations over the past year and a half trying to do his job and advocating to make sure that the people that elected him and the other members of the Commission, get a return on what they expect when they pay their tax dollars. While stating that he believes people want to make it into a personal thing, the Mayor explained that as elected officials on the dais, all of the thoughts, desires, ideas and questions that they receive from citizens, have to be directed to the City Manager's office. The Mayor asserted that without a very professional relationship, very little can get done, presenting a very serious challenge over the years. He stated that he and Mr. Pate have had many conversations, and that this is not the first time the Manager has apologized, and that to him, he has crossed the line. Expressing his hope that these things are addressed and do not continue, as the Commission goes through City Manager Pate's evaluation. The Mayor stressed that the Commission has to do a job for the people, and that the professional drama and challenges are not necessary. Acknowledging that he may be forceful and focused on making sure that residents are respected and that they get what they need out of the government, he asserted that the Commission has a job to do and they expect everyone in the City to do their job because people who don't present a missed opportunity for the community. Lamenting that the community has been neglected for far too long, he offered assurances that he is not going to sit and watch those things happen without bringing them to light, and as changes are made over the next few weeks and months he committed to continue bringing them to light so that the services the residents are getting from City employees, are very clear. The Mayor stated that the people want realistic change including clean streets and drivable roads, which he characterized as the basics. He said that every day that those aren't happening, it's something that doesn't feel good. Along with the other residents and homeowners, the Mayor said they want a better City and they want it now. The Mayor also congratulated the new development, Mirage at Sailboat Cove with over one hundred units on lakefront property that is affordable housing and is open and available after the ribbon cutting. He encouraged everyone to take the time to spread the word about the amazing rental units so that new people can have an amazing waterfront property in the City of Opa-locka. The Mayor urged the community to move forward, and the Commission to do what it has to do to do the people's business.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Taylor, seconded by Commissioner Davis to adjourn the meeting at 9:10 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

PUBLIC PRESENTATION

Joanna Flores

From: Jones, Shevrin <Jones.Shevrin@flsenate.gov>
Sent: Wednesday, May 12, 2021 2:47 PM
To: Matthew Pigatt, Mayor - City of Opa-locka; John E. Pate; Joanna Flores
Cc: Davis, Miles; Rodrigues, Emily; Braynon-Moore.Marina; Woody, Malik
Subject: Opa-Locka Commission Meeting Check Presentation & Legislative Update Request

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. If if this is a suspicious message please contact itsupport@opalockafl.gov

Good afternoon Mayors and Commissioners,

I would like to first thank you all for your service to the cities of District 35. As State Senator, I greatly appreciate your leadership of our communities and all the work you have done while my team and I have been away in Tallahassee.

Now that Session has come to a close, I would like to present a Legislative Update at the next City of Opa-Locka Commission Meeting to provide information on relevant issues discussed during the 2021 Legislative Session. I would like to update the community on several pieces of legislation recently signed into law and how it will affect Floridians and provide a summary of the funded appropriation projects. I will be going over bills including HB 1 - the anti-protest bill and the new barriers added to voting and to discuss what actions we can take as a community in response. Our office would also like to present the City of Opa-Locka with a ceremonial check for the over \$1.3 million dollars we were able to secure in the 2021 Legislative Appropriations budget.

Please provide the date, time and zoom information for the next City of Opa-Locka Commission Meeting that you would like us to attend, and confirm with Marina at braynonmoore.marina@flsenate.gov

Your partner in making a difference,

Sincerely,



Senator Shevrin D. Jones
Florida Senate District 35



*Please note that Florida has a broad public records law (Chapter 119, F.S.). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.



FLORIDA HOUSE OF REPRESENTATIVES

District Office:
13300 NW 27th Avenue
Suite 5
Opa Locka, Florida 33054
Phone: (305) 953-3086

Capital Office:
1102 The Capital
402 South Monroe Street
Tallahassee, Florida 32399
Phone: (850) 717-5109

June 3, 2021

Mayor Matthew Pigatt
Commissioner Alvin Burke
Commissioner John Taylor
City Clerk Joanna Flores

Vice Mayor Veronica Williams
Commissioner Chris Davis
City Manager John E. Pate

RE: Check Presentation to the City of Opa-Locka. For the funding of the New Opa-Locka Police Station and the Revitalization of Parks in the City of Op-Locka, during the Next Commission Meeting June 9th, 2021

Now that the 2021 Legislative and Special Session is over and the Governor has officially signed the budget. It is now time to get to work for the City of Opa-Locka.

I'm happy to report that my bills HB3181 was one of the bills approved for 1.125 million dollars toward the construction of a Brand New police Station for the City of Opa-Locka. Additionally, my bill HB3173 was approved for 100,000 dollars to provide additional security measures, including fencing and security improvements for the City of Opa-Locka Parks and Recreation Department.

I'm writing this letter to request an opportunity to officially present both of these checks to the City of Opa-Locka, during next week Commission Meeting. I respectfully asked that Executive Director of Parks and Recreation, City Manager and any other vested individuals that is vital to these projects be invited to attend the Commission Meeting. It is an Honor and Privilege being able to address the needs of the Great City of Opa-Locka.

To God be the Glory!!!

Sincerely

A handwritten signature in cursive script that reads "James Bush III".

Dr. James Bush III
State Representative - 109

Joanna Flores

From: Randy Grice
Sent: Wednesday, June 2, 2021 11:10 AM
To: Joanna Flores
Subject: Florida Main Street Public Presentation: 06/09 RCM
Attachments: Florida Main Street - 2021 Application.docx

Good morning.

Katherine Beck, State Coordinator for Florida Main Street would like to present virtually to the Mayor and Commission at the 06/09 RCM.

Her presentation will be focused on the program's efforts in the state and how they can be of use to Opa-locka in revitalizing our downtown space.

Thank you.

Randy Grice
Legislative Aide to Mayor and City Commission
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: rgrice@opalockafl.gov
Website: www.opalockafl.gov

From: Randy Grice
Sent: Wednesday, May 26, 2021 12:56 PM
To: Joanna Flores <jflores@Opalockafl.gov>
Subject: FW: Florida Main Street Application Cycle

Good afternoon.

Can we have Katherine to present virtually to the Commission on the 06/09 RCM?

Thank you.

Randy Grice
Legislative Aide to Mayor and City Commission
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: rgrice@opalockafl.gov
Website: www.opalockafl.gov



FLORIDA MAIN STREET PROGRAM APPLICATION

Application Deadline: Wednesday, September 1, 2021 by 5:00 p.m. ET

*Florida Main Street is a program of the Florida Department of State,
Division of Historical Resources, Bureau of Historic Preservation*

COMPLETED APPLICATIONS MUST BE **RECEIVED** IN THE FLORIDA MAIN STREET OFFICE BY THE DEADLINE
DATE AND TIME (DOCUMENTATION MUST BE PROVIDED)

FLORIDA MAIN STREET
R.A. GRAY BUILDING
500 S. BRONOUGH STREET, 4TH FLOOR
TALLAHASSEE, FL 32399-0250
800.847.7278 or 850.245.6333
FloridaMainStreet@DOS.MyFlorida.com

ELECTRONIC APPLICATIONS MUST BE **SUBMITTED** VIA PERSONALIZED MICROSOFT ONEDRIVE LINK BY THE
DEADLINE DATE AND TIME. LINKS ARE OBTAINED BY CONTACTING FLORIDA MAIN STREET STAFF DIRECTLY.

APPLICATION GUIDELINES AND INSTRUCTIONS

The statewide Florida Main Street Program is administered by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation. Each year, the Florida Secretary of State designates Apprentice Main Street Programs to participate in the statewide program from the applications received. The maximum number of Apprentice Programs to be selected each year for participation in the program is indicated in the application solicitation announcement published in the Florida Administrative Register. Applications are evaluated on a competitive basis consistent with the provisions of [Chapter 1A-36, Florida Administrative Code](#).

Pre-Application Assistance is provided, upon request, to entities interested in making application for participation in the Florida Main Street Program. At a minimum, such assistance shall include meeting with community representatives, conducting a pre-application webinar annually, and responding to inquiries. Depending upon availability of resources, such assistance may also include an assessment visit to the proposed Local Program Area by the Program Coordinator.

BACKGROUND

The Florida Department of State, Division of Historical Resources initiated the Florida Main Street Program in 1985. The state coordinating program is based on the Main Street Four-Point Approach© that was developed by the National Main Street Center of the National Trust for Historic Preservation. Over 2,000 revitalization programs nationwide have adopted this preservation-based approach. While concentrating on revitalization of the community's historic commercial center, these local volunteer-based programs enhance the economic vitality, quality of life, and civic pride of the whole community while countering sprawl and encouraging greater citizen participation in the decisions that are shaping their future.

MAIN STREET AMERICA©

Main Street America© is a program of the National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. To help communities achieve their economic goals, the National Main Street Center/Main Street America© has developed a comprehensive revitalization strategy that pairs thoughtful preservation of historic assets with sensible business practices. By blending common sense with sound planning, economic development, promotion and design - all tailored for local needs - the Main Street Four-Point Approach© has already produced dramatic results. The cumulative success of the Main Street Programs on the local level has earned Main Street the reputation as one of the most powerful economic revitalization tools in the nation.

A community or district may not call itself "Main Street," nor may it employ a Main Street Executive Director without an application and official designation by the Florida Department of State, Division of Historical Resources under the National Main Street Center program.

THE MAIN STREET FOUR-POINT APPROACH©

Design involves improving the downtown's image by enhancing its physical appearance - not just the appearance of buildings, but also that of streetlights, window displays, parking areas, signs, sidewalks,

promotional materials and all other elements that convey a visual message about the downtown and what it has to offer.

Organization means building cooperation and consensus among all the groups that play roles in the downtown - bankers, civic groups, government, merchants and individual citizens - to ensure that the Main Street program benefits from a community-wide vision of the future.

Promotion involves marketing the downtown's unique characteristics to shoppers, investors, new businesses, tourists and others. Effective promotion creates a positive image of downtown through retail promotional activity, special events and ongoing programs that build positive perceptions of the district.

Economic Vitality means strengthening the existing economic base of downtown while diversifying it. Economic Vitality activities include helping existing businesses expand, recruiting new businesses to provide a balanced mix, converting unused space into productive property and sharpening the competitiveness of downtown merchants. By strengthening the downtown's economy, communities are able to support the ongoing use of historic commercial buildings, preserving unique community assets.

THE PRINCIPLES OF MAIN STREET

While the Main Street Four-Point Approach© provides the format for successful revitalization, implementation is based on eight principles that pertain to all areas of the revitalization effort:

1. **Comprehensive.** Downtown revitalization is a complex process and cannot be accomplished through a single project. For successful long-term revitalization, a comprehensive approach must be used.
2. **Incremental.** Small projects and simple activities lead to a more sophisticated understanding of the revitalization process and help to develop skills so that more complex problems can be addressed, and more ambitious projects undertaken.
3. **Grassroots.** Local leaders must have the desire and the will to make the project successful. The National Main Street Center and the state Main Street Program provide direction, ideas, and training, but continued and long-term success depends upon the involvement and commitment of the community.
4. **Public/private partnership.** Both the public and private sectors have a vital interest in the economic health and physical viability of the downtown. Each sector has a role to play, and each must understand the other's strengths and limitations so that an effective partnership can be forged.
5. **Identifying and capitalizing on existing assets.** Business districts must capitalize on the assets that make them unique. Every district has unique qualities – like distinctive buildings and human scale that give people a sense of belonging. These local assets must serve as the foundation for all aspects of the revitalization process.
6. **Quality.** Quality must be emphasized in every aspect of revitalization of the Local Program Area. This applies equally to each element of the program, from storefront design to promotional campaigns and to educational programs.
7. **Change.** Changes in attitude and practice are necessary to improve current economic conditions. Public support for change will build as the Apprentice Program grows and becomes and Accredited Program.

8. **Implementation-oriented.** Activity creates confidence in the Apprentice Program and ever-greater levels of participation. Frequent, visible changes are a reminder that the revitalization effort is under way. Small projects pave the way for larger activities as the revitalization effort matures.

NATIONAL MAIN STREET/MAIN STREET AMERICA® PERFORMANCE STANDARDS

Upon formal Main Street designation there are two tiers: Apprentice and Accredited. The National Main Street “Performance Standards” are used for evaluation.

Apprentice Programs have committed to the comprehensive Main Street Approach but have not met the rigorous Performance Standards required to be Accredited.

Being an Accredited community is a “mark of distinction that signifies commitment to comprehensive revitalization and community engagement.” To be selected as Accredited the program must meet the following “Performance Standards:”

1. Broad-based public/private support for the commercial district revitalization process, with strong support from both the public and private sectors
2. Vision and mission statements relevant to community conditions and to the Local Organization’s organizational stage
3. Comprehensive Main Street work plan; active in all four-points
4. Historic preservation ethic
5. Active board of directors and committees, following the Four-Point Approach®
6. Adequate operating budget
7. Paid professional Executive Director. Communities with more than 5,000 population are required to hire a full-time Executive Director; communities with less than 5,000 population may employ a part-time Executive Director
8. On-going training for staff and volunteers. Attendance at all quarterly meetings, annual state conference and national conference are required
9. Reporting of key reinvestment statistics
10. Current member of the National Main Street network

SERVICES TO NEWLY DESIGNATED APPRENTICE MAIN STREETS

- **Reconnaissance Visit.** A one-day visit by the Program Coordinator to the community following designation to promote the Apprentice Program, train the board, and meet local stakeholders.
- **Resource Team Visit.** A three-day Resource Team Visit by an interdisciplinary team of experts in downtown revitalization issues will be provided to first-year communities. Resource Team Visits include an intensive series of meetings and workshops to assist the Apprentice Program in establishing a sound work plan that will address program needs in each of the areas of the Main Street Four-Point Approach®. Each Resource Team Visit will be concluded with a public meeting to present team findings and recommendations that will be documented by a written report.
- **Annual Assessment.** A one-day visit to the Local Program Area by the Program Coordinator to (a) assess the Apprentice Program progress toward annual and long-term goals, (b) assist with goal setting for the coming year, and (c) identify training and technical assistance needs for the coming year. Observations and recommendations will be included in a written report provided to the Apprentice Program.

- **Consultant Assistance.** On-site technical assistance will be provided by Florida Main Street staff, other state agencies, and professional consultants with expertise in a range of disciplines relating to historic preservation, organizational development and downtown revitalization.
- **National Main Street “Designated” Membership.** During the first year following designation, Florida Main Street will pay the Apprentice Program’s membership in the National Main Street network.
- **Florida Main Street Start-up Grant.** Within the first three-years following designation, each Apprentice Program will be eligible to apply for a competitive one-time start-up grant from the Division of Historical Resources Small Matching Grant Program to assist initial development, projects and planning. All Apprentice Program activities assisted through this grant shall be in accordance with the Main Street Approach© and in accordance with provisions of Chapter 1A-36, F.A.C. Florida Main Street Program; and Chapter 1A-39 F.A.C., Historic Preservation Grants Program.

BENEFITS TO ALL APPRENTICE PROGRAMS

- **Program Coordinator and staff** who are responsible for conducting the statewide Florida Main Street Program and delivery of related training and technical assistance services.
- **Statewide Main Street 101 Training** that includes the Main Street Four-Point Approach© and historic preservation training for all Executive Directors, board members and volunteers.
- **Florida Main Street Quarterly Meetings** that rotate among regions of the state. Each quarter Executive Directors, board members and others gather for a one to two-day meeting that may include single or multiple topic workshops, presentations, and tours or demonstrations by the host community, and may include presentations or training by a consultant with specialized expertise.
- **Florida Main Street Annual Conference** is a multi-day conference that focuses on current downtown revitalization and preservation issues, and includes plenary sessions, educational sessions, and networking opportunities. Presenters include regional and national professionals.
- **Technical Assistance and on-site visits** to monitor the Apprentice Program and assist with work plan and board development. On-site visits shall be consistent with available resources.
- **Promotion of the Local Program Areas** and events on Florida Main Street social media pages and website.
- **Grant opportunities** through National Main Street and other organizations.
- **Secretary of State’s Florida Main Street Awards Program** that Apprentice and Accredited Programs are eligible to annually submit and be recognized for outstanding achievement at the Secretary of State’s Florida Main Street Awards Banquet.
- **National Main Street Accreditation** to programs that meet the National Main Street Performance Standards. To be designated as Accredited “signifies commitment to comprehensive revitalization, community engagement, and rigorous outcome measurement.” Accredited Main Street Program designation includes a press release from National Main Street, a certificate, and the use of the Accredited branding logo.
- **Program of the Month** is an honor bestowed upon an Accredited Program by the Secretary of State. Designation includes a statewide press release, a certificate and social media coverage.
- **Networking and peer assistance points** for Small Cities Community Development Block Grant (CDBG) and Florida Communities Trust application scoring.

During the first three years following Main Street designation, Apprentice Programs are required to attend all 101 Training sessions, quarterly meetings and the Florida Main Street Annual Conference.

HELPFUL HINTS FOR APPLICATION COMPLETION

MAKE SURE THE APPLICATION IS COMPLETE

- A. Follow the application format. Keep responses brief and in the order indicated.
- B. Proposed Local Program Area should be the small, well-defined traditional commercial core of your community. Select the area that has the strongest concentration of historic commercial buildings. Avoid the temptation to include peripheral areas with scattered buildings, residential neighborhoods and vacant land.
- C. Applicant must demonstrate a commitment to actively participate in the Florida Main Street Program for a minimum of three years and the intent should be to continue after the initial period.
- D. Offer a competitive salary to attract a qualified professional Executive Director. Offer job security by providing stable program funding. Do not expect the Executive Director to raise funds that are used for sustaining the Apprentice Program.
- E. Provide a generous travel budget. The Executive Director is required to attend Florida Main Street training sessions, quarterly meetings and the Annual Florida Main Street Conference. Other members of the Apprentice Program board and volunteers are also encouraged to attend these meetings.
- F. Population and demographic data is available from the U.S. Census Bureau (<https://www.census.gov/>).
- G. Unemployment data is available through the Agency for Workforce Innovation (<https://floridajobs.org/workforce-statistics/data-center/statistical-programs/local-area-unemployment-statistics>).
- H. The tax base information requested in the application is available from your county's tax assessor. The appraised value is the value assigned to the property before any exemptions. The assessed value of property is the value upon which property taxes are based, usually after all exemptions have been taken.
- I. Each applicant will have time to present digital photographs and additional material during the public meeting at which applications are considered.

SUPPLEMENTAL MATERIALS TO BE SUBMITTED

- A. The original signed application and all attachments must be submitted in a three-ring binder. Include with the original set eight (8) copies of the completed application and appendices.
- B. Twenty-five (25) color high resolution **digital** photographs of the proposed Local Program Area on a flash drive. Each photo shall be labeled with the name of the city and a number. The number shall key the photo to a description sheet giving the address of the building, the direction from which the slide was taken (North, South, etc.). The photos shall also be keyed to a map of the proposed Local Program Area. DO NOT put images in a PowerPoint format. Please use JPG format only.
- C. Each copy of the application form must be accompanied by the required attachments as indicated below. Tabs should be included in the binder to indicate Attachments A through J.

Florida Main Street Program Application

The statewide Florida Main Street Program is administered by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation. Each year, the Florida Secretary of State selects Apprentice Main Street programs to participate in the statewide program from the applications received. The maximum number of Apprentice Programs to be selected this year for participation in the program is indicated in the application solicitation announcement published in the Florida Administrative Weekly. Applications are evaluated on a competitive basis consistent with the provisions of Chapter 1A-36, Florida Administrative Code.

APPLICANT

City: _____

County: _____

This application prepared by:

Name: _____ Title: _____

Applicant Organization: _____

Address: _____

City: _____ Zip: _____

Daytime Telephone: _____

E-mail Address: _____

I certify that I am a duly authorized representative of the applicant and that, to the best of my knowledge, the information presented in this application is accurate. I further certify that it is the intent of the applicant to (a) execute the Florida Main Street Agreement, (b) apply for a Main Street start-up grant from the Historical Resources Small Matching Grant Program, (c) participate in the Florida Main Street Program for a minimum of three years, and (d) report key reinvestment statistics on a quarterly basis. Furthermore, I acknowledge that selection of applicants for participation in the Florida Main Street Program is made on a competitive basis, and neither the submission of this application nor acceptance of this application by the Bureau of Historic Preservation in any way constitutes any manner of commitment by the Bureau to select the applicant for participation in the Florida Main Street Program or to provide funding or technical assistance to the applicant.

Signature

Date

s. 837.06, Florida Statutes, False official statements -- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be

guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

I. CATEGORY APPLYING UNDER

- ☐ Rural City (less than 5,000 in population)
- ☐ Mid-sized City (5,000 - 50,000 in population)
- ☐ Large City (more than 50,000 in population)
- ☐ Urban District (traditional neighborhood commercial district within a city with population more than 50,000)
- ☐ County-wide or Regional Programs (with one or more traditional commercial districts)

II. HISTORICAL OVERVIEW

1. Provide a brief historical overview of your community dating back to incorporation or settlement, historical highlights and unique characteristics.
2. Describe the characteristics that make the proposed Local Program Area a compact, cohesive, pedestrian-oriented and recognizable mixed-use district with distinct cultural and historic features and/or architectural character.

- | | | | |
|---------------------------------------|------------|-----------|--------------------|
| 3. Does your city have the following: | <u>Yes</u> | <u>No</u> | <u>In Progress</u> |
| National Register District | _____ | _____ | _____ |
| National Register Properties | _____ | _____ | _____ |
| National Historic Landmark | _____ | _____ | _____ |
| Local historic designation program | _____ | _____ | _____ |
| Historic preservation ordinance | _____ | _____ | _____ |
| Design Review board/process | _____ | _____ | _____ |
| Certified Local Government | _____ | _____ | _____ |
| Historic preservation initiatives | _____ | _____ | _____ |

4. If yes on any of the above items, please individually name the historic properties and the districts within the proposed Local Program Area (use a separate sheet, if necessary).

5. Of the existing building stock in the proposed Local Program Area, what is the approximate year of construction? *Estimate by percentage.*

Pre-1990: _____%	1941 – 1960: _____%
1901 – 1920: _____%	1961 – 1970: _____%
1921 – 1940: _____%	1971-Present: _____%

6. Have any buildings in the proposed Local Program Area been demolished in the past five years? ☐ Yes ☐ No If yes, how many and what were the reasons for the demolition of the building(s)?
7. Are properties in the proposed Local Program Area subject to the provisions of a local historic preservation ordinance? ☐ Yes ☐ No If yes, briefly describe the key provisions of the ordinance.

III. COMMUNITY PROFILE

1. City Population: 2020 census _____ Current estimate _____ Seasonal population peak _____
2. County Population: 2020 census _____ Current estimate _____ Seasonal population peak _____
3. Ethnic breakdown of city's population (percentage should total 100%):

Caucasian _____%	African American _____%
Hispanic _____%	Native American _____%
Asian _____%	Other _____%
4. Local unemployment rate as compiled by the Florida Department of Economic Opportunity (DEO):
5. Is tourism a major industry in your community? ☐ Yes ☐ No If yes, please describe.
6. Median Household Income:

City:	2010 census _____	Current estimate _____
County:	2010 census _____	Current estimate _____
7. List the five largest employers in your community:

Business name	Type of Business	Number of Employees
I. _____	_____	_____
II. _____	_____	_____
III. _____	_____	_____
IV. _____	_____	_____
V. _____	_____	_____
8. Number of industrial parks:
9. Summarize the current development, demographic and economic trends in your community, including median age.
10. Are there other community-wide economic development groups (i.e., a private economic development foundation or partnership group, a chamber of commerce economic development team, regional planning council, special municipal task force, etc.) ☐ Yes ☐ No If Yes, please provide brief list of goals/objectives.
11. Other Community Organizations/Associations (if applicable):

Community Redevelopment Agency

Date established: _____ Make-up of board:

Is the proposed Local Program Area in the CRA plan? ☐ Yes ☐ No

Within the past five years, what have been the major activities and accomplishments?

Budget expenditures (previous five years)?

Chamber of Commerce

Organization Name:

Number of staff:

Number of members:

Source of funding:

Describe the chamber's primary area of focus:

Chamber activities specifically pertaining to downtown/district:

What type of support will this organization provide Main Street:

Merchants Association

Organization Name:

Number of staff:

Number of members:

Source of funding:

Describe the chamber's primary area of focus:

Chamber activities specifically pertaining to downtown/district:

What type of support will this organization provide Main Street:

Local Historic Preservation Organization

Organization Name:

Number of staff:

Number of members:

Source of funding:

Describe the chamber's primary area of focus:

Chamber activities specifically pertaining to downtown/district:

What type of support will this organization provide Main Street:

Other Community/Downtown Association/Downtown Development Authority

Organization Name:

Number of staff:

Number of members:

Source of funding:

Describe the chamber's primary area of focus:

Chamber activities specifically pertaining to downtown/district:

What type of support will this organization provide Main Street:

IV. CITY GOVERNMENT

1. Please check if your city has any of the following:
 - ☐ A comprehensive plan as defined under Chapter 163, *Florida Statutes*?
 - ☐ A historic preservation element in that plan
 - ☐ A downtown revitalization element in that plan?
 - ☐ Community Redevelopment Agency (CRA)
 - ☐ A historic preservation element in the CRA plan
 - ☐ A downtown revitalization element in the CRA plan
 - ☐ Zoning ordinance
 - ☐ Sign ordinance
 - ☐ Design review ordinance
 - ☐ Minimum maintenance ordinance
 - ☐ Planning and zoning commission
 - ☐ Public housing authority
 - ☐ Building inspector
 - ☐ Staff person responsible solely for downtown revitalization? How many hours per week?
What is the source of funding?
2. Does the city have a downtown master/vision plan? ☐Yes ☐No If yes, what date was it approved.
What efforts has the city made to implement the plan?
3. Please note projects undertaken in the past five years to address streets, sidewalks, drainage, utilities or other infrastructure in the proposed Local Program Area.
4. Has the city received grants or transfers of funds from other governmental units, (i.e., Community Development Block Grant) in the past three years? ☐Yes ☐No If yes, how have they been used?
Have any of these activities occurred in the proposed Local Program Area? ☐Yes ☐No
If yes, briefly describe how used.
5. Are there un-obligated Community Development Block Grant or other funds that could be used for redevelopment in the proposed Local Program Area? ☐Yes ☐No If yes, please describe.
6. Has your community been a designated Rural Area of Critical Economic Concern or a REDI community? ☐Yes ☐No
7. Has your city participated in any other federal, state or local economic development programs (i.e., Small Business Administration (SBA) programs, Department of Economic Opportunity, etc.)?
☐Yes ☐No
If yes, describe the program activities and indicate if the proposed Local Program Area is included in any of these activities.

8. City Financial Data

	Last Fiscal Year	Current Fiscal Year
Total City expenditures (all funds)	\$	\$
Total city revenues (all funds)	\$	\$
General Fund	\$	\$
a. Revenues	\$	\$
b. Expenditures	\$	\$
Revenue Funds (water, sewer, etc.)	\$	\$
a. Revenues	\$	\$
b. Expenditures	\$	\$
Outstanding Debt:	\$	\$
Ad valorem property tax rate (per \$100)	\$	\$
Assessed valuation	\$	\$
Tax Increment Funds (CRA)	\$	\$
Total City expenditures (all funds)	\$	\$

9. Is there an active Capital Improvement Program/Plan? ☐Yes ☐No If yes, please describe the primary projects
10. Are any of the Capital Improvement projects in the proposed Local Program Area? ☐Yes ☐No If yes, please describe
11. What is the number of and dollar volume of building permits issued by the city in the last year?
Number _____ Dollar Value \$ _____
12. How many financial institutions are in the city? Have any indicated a willingness to support the proposed Apprentice Program? ☐Yes ☐No If yes, please describe.

V. THE LOCAL PROGRAM AREA

- How many blocks are in the proposed Local Program Area?
- What percentage of the buildings in the proposed Local Program Area are:
 - Absentee ownership _____%
 - Local ownership _____%
 - Public ownership _____%
- Note the number of buildings in the following condition:
 - Excellent condition (well maintained) _____
 - Good condition (maintained) _____
 - Fair condition (in need of repairs) _____
 - Poor condition (in need of renovation) _____
- In the proposed Local Program Area, indicate the number of the following:

Businesses _____	Employers & employees _____
Buildings _____	Storefronts _____

5. What is the appraised value of real property within the proposed Local Program Area? (includes property-tax exempt sites)
6. What is the appraised value of real property within the city?
7. What is the assessed tax base of the proposed Local Program Area?
8. What is the assessed tax base of the city?
9. What is the current city millage rate?
10. Note the number of buildings in the proposed Local Program Area in the following categories:

Financial institutions	_____
Restaurants	_____
Department/variety	_____
Grocery	_____
Bars/Lounges	_____
Furniture/furnishings	_____
Auto oriented	_____
Drug Store	_____
Hotel/Motel	_____
Theatres	_____
Antiques	_____
Churches	_____
Warehouses	_____
Residential/apartments	_____
Other service businesses	_____
Other retail	_____
Educational facilities	_____
Professional Offices	_____
Government offices	_____
11. What are the current rents per square foot for commercial space in the proposed Local Program Area?
 - a. Average: \$_____ per square foot/year
 - b. Lowest: \$_____ per square foot/year
 - c. Highest: \$_____ per square foot/year
12. Estimate the percentage of first floor vacancies in the proposed Local Program Area:
13. Estimate the percentage of upper floor vacancies in the proposed Local Program Area:
14. Describe trends in the proposed Local Program Area relating to the economic environment, such as business openings and closings in the past five years.
15. Number of vacant lots in the proposed Local Program Area.

16. Total number of parking spaces (both public and private) in the proposed Local Program Area:

17. Number and location of parks and/or recreation parks in the proposed Local Program Area:

18. What is the average daily traffic count at the 100% corner (main intersection) in the proposed Local Program Area?

VI. THE LOCAL ORGANIZATION

1. Name of organization or agency to administer the Apprentice Program:
Date established: _____ Size of current membership: _____
2. Attach a copy of the by-laws and Articles of Incorporation
3. Federal Employer Identification (FEID) Number: _____
4. Taxing Status (i.e., 501(c)(3), etc.): _____
5. Has a Main Street Executive Director been hired? ☐ Yes ☐ No If yes, date started?
☐ Full-time (required for Communities with a population more than 5,000)
☐ Part-time (Exception: Communities with a population less than 5,000 may employ a part-time Executive Director)
6. Executive Director's name: (Attach his/her resume)
7. To whom will the Main Street Executive Director report? What is their title?
8. Why would your city be a successful Main Street community; what are the potential benefits; and the expected impact on the city?
9. To be successful, a Main Street program requires wide community buy-in and support. (a) How have you informed community groups and citizens about the Main Street Program? Explain efforts and responses. (b) Have there been community meetings, visits from other Main Street organizations, field trips to other Main Street communities, education etc. Please include in this section any newspaper articles or supplemental material that support your response. (c) How will the Main Street program continue to generate public awareness and involvement?
10. Who is involved in completing this application and promoting public awareness of the Main Street program? Please list those involved and describe their role in the community.
11. What are the greatest challenges currently facing the proposed Local Program Area?
12. What are the greatest opportunities in the proposed Local Program Area?
13. List the five most important goals for your Local Organization in creating an Apprentice Program.
14. How did you arrive at these goals?

15. List specific activities and projects undertaken in the proposed Local Program Area during the past two years by the private sector, which demonstrate interest and support for revitalization of the proposed Local Program Area. Give a brief description of the scope of these activities, projects or programs and potential impact.
16. Describe sources of funding for necessary operating expenses, program support, additional expenses warranted to sustain the proposed Main Street organization and relevant projects.
17. Describe long-term public and private funding strategies, including anticipated grants, contracts for services, fund raising events, membership dues, etc.
18. Other than funding, describe how the public and private sectors will be involved in the Main Street organization?

REQUIRED ATTACHMENTS

ATTACHMENT A

This section should include the following in the order indicated

1. Google Earth™ or Google™ Maps, outlining the proposed Local Program Area, within the context of downtown, in a scale sufficient to identify streets and cohesiveness.
2. Twenty-five (25) high resolution digital photographs on a flash drive. DO NOT put images in a PowerPoint format. (Refer to “Materials to be Submitted” on page VIII for detailed requirements).
3. Proposed Local Program Area street map that is keyed to the 25 digital photographs.
4. Copy of 25 photographs and keyed description sheet.

ATTACHMENT B

This section should contain the following in the order indicated

1. By-laws for applicant organization.
2. Articles of incorporation for applicant organization or agency (unless a local government).

ATTACHMENT C

This section should contain the following in the order indicated

1. Specific letters and resolutions of partnership commitment from key community organizations, and institutions.
2. General letters of support from merchants, organizations, institutions, citizens, elected officials, etc. Form letters are discouraged, but petitions may be used.

ATTACHMENT D

This section should contain the following in the order indicated

1. Related press clippings.
2. Miscellaneous supporting materials.

ATTACHMENT E

Use the provided Attachment E to create separate budget summaries for each of the first three years of the Apprentice program. Fill in the year (1,2 or 3) and the organization's corresponding fiscal year dates. Attach one completed form for each year as:

1. Year 1 Budget Summary (use provided Attachment E)
2. Year 2 Budget Summary (use provided Attachment E)
3. Year 3 Budget Summary (use provided Attachment E)

ATTACHMENT F

1. Verification for funding from the public and private sectors for the first three years of the Apprentice Program.
2. List of all in-kind services donated to the Apprentice Program (Include letters from individuals and organizations describing what is donated and its fair market value and duration for each in-kind service).

ATTACHMENT G

1. Attach the provided **Attachment G – Funding Certification** to the Application, certifying the availability of full funding for the first three (3) years for the Apprentice Program. The attachment must be complete and signed by the duly authorized individual.

ATTACHMENT H

This section should include the following in the order indicated

1. Attach the provided **Attachment H – Certification of Intent to Hire an Executive Director**. The attachment must be complete and signed by the duly authorized individual.
2. Also attach a copy of the job description, performance evaluation standards and procedures, amount of salary, amount and description of benefits and contract as applicable).

ATTACHMENT I

1. *Attachment I is a copy an official Resolution Authorizing Participation in the Florida Main Street Program from the Local Government. A sample Resolution is provided. Please submit a copy of the actual resolution passed by the local government with all signatures.*

ATTACHMENT J

1. *Attachment J is a summary sheet of the information included in this application.*

NOTE: Application materials submitted become property of Florida Main Street and will not be returned.

ATTACHMENT E – Budget Summary

YEAR # _____ BUDGET SUMMARY xx.xx.xxxx to xx.xx.xxxx (use organization's fiscal year dates)

REVENUE	
City Government	\$
CRA Trust Fund	\$
County Government	\$
Private/Memberships	\$
Grants	\$
Promotions/Special Events	\$
Other Revenue	\$
TOTAL INCOME	\$
EXPENSES	
Executive Director Salary ¹	\$
Executive Director FICA	\$
Executive Director other benefits	\$
Staff Salary	\$
Staff FICA	\$
Staff other benefits	\$
Office operations (computer, printer, supplies, postage, etc.)	\$
Rent	\$
Utilities	\$
Telephone/Internet	\$
Memberships ²	\$
Insurance (special events and Directors and Officers liability)	\$
Professional Development/Travel (Executive Director is <u>required</u> to attend trainings, quarterly meetings and Florida Main Street Conference)	\$
Annual Board Retreat ³	
Design/Incentive Grants ⁴	\$
Promotion/Special Events	\$
Marketing/Website	
Economic Vitality	
TOTAL EXPENSES	\$
NET	\$

¹ In 2018, the average salary for a full-time Florida Main Street Executive Director was \$44,426. A part-time Executive Director was \$18,571.

² National Main Street annual membership is required. (Florida Main Street pays the newly designated Main Street's first year membership in the National Main Street Network).

³ Board retreats should be an annual expense to accommodate a facilitator in developing a work plan.

⁴ Design Grants, such as façade or sign improvement grants are extremely important to Apprentice Programs because they help spur projects and create visibility and awareness of the Apprentice Program.

ATTACHMENT G - Funding Certification

As the duly authorized representative of _____
 (name of organization/government), I hereby certify that on _____ (date)
 _____ (name of organization/government)
 has \$_____ in-hand and \$_____ pledged for year one of the
 Apprentice program's participation in the Florida Main Street Program and that these funds are allocated
 for this purpose. I further certify that this organization/government has \$_____ in-hand and \$_____ pledged for three years for the Apprentice Program's participation in the Florida Main Street Program, as indicated in the Budget Summaries included in this application.

 Signature of duly authorized representative

 Date

 Printed name and title of duly authorized representative

s. 837.06, Florida Statutes, False official statements -- Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.
--

ATTACHMENT H - Certification of Intent to Hire an Executive Director

As the duly authorized representative of _____
 (name of organization/government), I hereby certify that _____
 (name of organization/government) agrees to employ a professional Main Street Executive Director for
 a period of at least three years following execution of a formal Florida Main Street Agreement between
 the Division of Historical Resources and our agency/organization for participation in the Florida Main
 Street Program.

NOTE: Communities with more than 5,000 population are required to hire a full-time Executive Director;
 communities with less than 5,000 population may employ a part-time Executive Director.

 Signature of duly authorized representative

 Date

 Printed name and title of duly authorized representative

Attachment I is a Resolution Authorizing Participation in the Florida Main Street Program from the Local Government. The following is a Sample Municipal Resolution. Please submit a copy of the actual resolution passed.

SAMPLE – ATTACHMENT I

A Resolution Authorizing Participation in the
Florida Main Street Program

WHEREAS, the Florida Main Street Program (Program) has been created to assist Florida communities in developing public-private efforts to revitalize their Local Program Areas, and

WHEREAS, the Secretary of State will select a specific number of communities to participate in the Program in the upcoming year based on Department resources.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF _____ that the City hereby endorses submission by _____ of an application to participate in the Program with the specific goal of revitalization within the context of the Main Street Approach.

BE IT FURTHER RESOLVED that the City agrees to financially support this Apprentice Program for at least the first three years and participate in its activities.

APPROVED AND ADOPTED THIS _____ day of _____, 20_____.

Commissioner, Mayor Name: _____ Vote: _____

Commissioner Name: _____ Vote: _____

Commissioner Name: _____ Vote: _____

Commissioner Name: _____ Vote: _____

Commissioner Name: _____ Vote: _____

Attest: _____

City Clerk: _____

Approved as to legal form: _____, City Attorney

ATTACHMENT J – Application Summary Sheet

Community _____ **Category** _____

Community Profile

1. City Population	
2. Median Household Income	\$
3. Median Age	
4. Unemployment Rate	
5. % of Families Below Poverty Level	%
6. Sales Tax Receipts for City	\$
7. Community Redevelopment Agency	Yes/No
8. Date CRA Established	
9. Annual Budget Expenditures of CRA	\$
10. Other Downtown Association	Yes/No
11. Local Preservation Organization	Yes/No
12. Local Preservation Ordinance	Yes/No
13. Seasonal Population Peak	

Local Organization

1. Tax Status	
2. Annual Executive Director Salary	\$
3. Annual Executive Director Benefits	\$
4. Annual Travel Budget	

Local Program Area

1. Number of Blocks	
2. Number of Buildings	
3. Total Square Footage	sq.ft.
4. 1 st Floor Vacancy	sq.ft.
5. % Local Ownership	%
6. % Absentee Ownership	%
7. % Public Ownership	%

Age of Buildings (%)

1. Pre-1900	%
2. 1901-1920	%
3. 1921-1940	%
4. 1941-1960	%
5. 1961-1970	%
6. 1971-Present	%

Use of Buildings (%)

1. Owner Occupied	%
2. Renter Occupied	%
3. Vacant	%

CONSENT AGENDA

RESOLUTION NO. _____

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.

WHEREAS, on October 9, 2019, the City of Opa-Locka (the "City") voted to approve the sale of declared surplus alleyways to TNJ Realty, LLC.; and

WHEREAS, City staff and representatives of TNJ Realty, LLC. entered into good-faith negotiations and prepared a final Agreement for Sale and Purchase of Vacant Land in "As Is" Condition ("Purchase and Sale Agreement") for City Commission approval, attached hereto as Exhibit "A", in an amount of \$57,000.00; and

WHEREAS, on June 10, 2020, pursuant to Resolution No. 20-9768, the City Commission approved the Purchase and Sale Agreement; and

WHEREAS, complications experienced by TNJ Realty, LLC. with the closing of the sale caused the lapsing of the approved Purchase and Sale Agreement; and

WHEREAS, TNJ Realty, LLC. has now confirmed they are prepared to conclude the purchase of the alleyways; and

WHEREAS, the real property subject to the Agreement for Sale and Purchase of Vacant Land in "As Is" Condition is identified as the alleyways between the parcels identified by the following 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; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into the Agreement for Sale and Purchase of Vacant Land in "As Is" Condition with TNJ Realty, LLC., as attached hereto as Exhibit "A".

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves an Agreement for Sale and Purchase of Vacant Land between the City of Opa-Locka and TNJ Realty, LLC. for the 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, and further authorizes the City Manager to execute the Agreement for Sale and Purchase of Vacant Land in "as is" condition, attached hereto as Exhibit "A", and take all other necessary actions necessary to effectuate said purchase, execute and conveyance of the property by quit claim deed.

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 ____ 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 D. Gay		Department Director Signature:				
City Manager:	John E. Pate		CM Signature				
Commission Meeting Date:	June 9, 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 X		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No X	Yes	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 LAND SALE AND PURCHASE AGREEMENT OF CERTAIN REAL PROPERTY WHICH IS LEGALLY AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE WHICH ARE THE 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 DISTIRCT, TO TNJ REALTY, LLC TO ALLOW FOR THE CONSTRUCTION OF A RETAIL CENTER WITH A CONVENIENCE STORE AND SERVICE STATION ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27TH AVENUE AND OPA LOCKA BOULEVARD; PROVIDING FOR INCORPORATION OF RECITALS; CONTAINING A REVERTER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

TNJ Realty, LLC, through their Project Manager, William J. Green, Jr. J.D. presented three requests to Planning & Community Development Department Staff to be forwarded to the Planning & Zoning Board for their review and approval recommendation. The first request was for review and approval recommendation to vacate the alleys that are located between the parcels bounded by Superior Street, NW 27th Avenue and opa-locka Boulevard for the Construction of a retail center on the Properties identified on the site plan. The second request was for site plan review and approval recommendation to construct a a retail center on the eight parcel site bounded by Superior Street, NW 27th Avenue and opa-locka Boulevard on the pracles identified on the site plan in the B-2 zoning district. The third request was for review and approval recommendation of the development agreement governing the site plan at the site identified by the aforementioned folios in the B-2 zoning district in accordance with the City Zoning Code, Ordinance 15-31.

TNJ Realty, LLC's proposal to develop this site requires that the City Owned alleyways must be declared surplus to allow the purchase of the alleyways to develop the site as displayed in the site plan. The Planning and Zoning Board has reviewed this request and has recommended its site plan approval to develop the site. City Staff has determined that the alleyways identified in the site plan should be declared surplus and therefore authorize the City Manager to dispose of the alleyways for the public benefit. Section 166.02(1), Florida Statutes and Resolution 08-7317 grants the City Commission the authority to declare property that has become inadequate for public purposes as surplus property and to authorize the sale of the properties.

- According to Miami-Dade County Property Appraiser's website, the legal descriptions for this retail development site are as follows:

08-2121-007-2680

21 52 41 .30 AC OPA LOCKA PLAT NO 3 PB 31-14 TRACT D LESS NWL75 FT & LESS E8FT FOR RD BLK 148 LOT SIZE 9383 SQUARE FEET OR 22688-4884-83 0904 2 (2)

08-2121-007-2690

21 52 41 .17AC OPA LOCKA PLAT NO 3 PB 31-14 NWL75 FT OF TRACT D BLK 148 LOT SIZE IRREGULAR OR 22688-4881 83 0904 2 (2)

08-2121-007-2630

21 52 41 OPA LOCKA PLAT NO 3 PB 31-14 SELY125FT OF TRACT A /AKALOTS 3 THRU 7/&LOT 8 BLK 148 LOT SIZE 150.000 X 100 OR 14120-1478 0589 1 COC 21483-0647 07 2003 1

08-2121-013-2010

21 52 41 OPA LOCKA PLAT NO 3 REV PB 70-98 LOT 1 BLK 148 LOT SIZE 6088 SQUARE FEET OR 19233-0521 0500 4 COC 26308-2612 11 2001 6

08-2121-013-2020

21 52 41 OPA LOCKA PLAT NO 3 REV PB 70-98 LOT 2 BLK 148 LOT SIZE IRREGULAR OR 16472-4561 0894 2 (2)

08-2121-007-2650

21 52 41 .23 AC OPA LOCKA PLAT NO 3 PB 31-14 N100 FT OF TR C & LESS E8FT FOR RD BLK 148 LOT SIZE IRREGULAR OR 16472-4561 0894 2 (2)

08-2121-007-2660

21 52 41 PB 31-14 OPA LOCKA PLAT NO 3 S50FT OF N150FT OF TR C LESS E8FTW OF NE CORNER OF TR C W PARR TO N/L 79.37FT ELY79.38FT NO 85FT TO POB BLK 148 LOT SIZE 50.850 X 92 OR 13492-0023 1187 1

08-2121-007-2670

21 52 41 PB 31-14 OPA LOCKA PLAT NO 3 TRACT C LESS N150FT & LESS E8FT FOR RD & LESS BEG 150FTS & 8FTW OF NE COR TR C W PARR TO N/L 79.38FT NO 85FT TO POB BLK 148 LOT SIZE 42.490 X 88 COC 24727-3420 05 2005 1

- The proposed project consists of the assemblage of eight parcels, listed above, from four different owners and includes all of the alleys that are between those properties for the development of approximately an 80,000 square foot site. The applicant intends to place a triple net lease user or users on this location and the applicant has enlisted the NAI Miami, a member of the NAI Global Network to assist with the leasing of retail space. NAI has been notified of interest from franchisees for Kentucky Fried Chicken, Popeyes Fried Chicken, Checkers, Tire Kingdom and Dunkin Donuts.
- The three properties owned by Carlos Fernandez are located at the South and East sections of this site and are identified by folios, 08-2121-007-2680, 08-2121-007-2690 and 0-2121-007-2630. According to the Purchase Agreement TNJ Realty will close on this property at the end of April 2019.
- Two parcels are owned by Shaid Sheikh and Rafia Sheikh are located on the North and North West sections of this site and are identified by folios 08-2121-007-2650 and 08-2121-013-2020. According to the Purchase Agreement TNJ Realty will close on this property at the end of April 2019.
- According to the applicant, one of the properties is a single family home owned by Millicient Howell and identified by folio 08-2121-013-2010 and this site is located at the Southwest corner of this site. TNJ Realty will close on this property at the end of April 2019.
- The final two parcels are owned by New Beginnings of South Florida, Inc. and are identified by folios 08-2121-007-2660 and 08-2121-007-2670. This entity filed bankruptcy in 2016. The bankruptcy has been dismissed and TNJ is currently in contract with New Beginnings to purchase these properties. TNJ will close on these properties in mid-August.
- The development of this site, according to the site plan, will include the demolition of the buildings on six of the eight parcels of the site and the inclusion of the alleys if the City approves the alley vacation. The alleys within this development site is estimated to be approximately 8,940 square feet. The request for alleyway vacation was presented to the Planning & Zoning Board on June 4, 2019 as part of the redevelopment of this site also

with the site plan and the development agreement. The requirements of Ordinance 14-02, which provides a process for vacating streets and alleys, must be completed before the approval of the site plan and development agreement as the vacated alleys would be a part of the buildable area of the project as shown on the site plan.

According to the site plan this new development would provide for the development of a convenience store and service station and an outparcel for additional retail development. This request before the City Commission is for the approval of the Land Sale and Purchase Agreement to sell the real property which is legally and more specifically described in exhibit "A", which contains a reverter clause if the the Retail Center with a convenience store and service station is not developed for commercial use within thirty-six months from the date of closing of this Real Property. According to the site plan, all of the City zoning requirements would be in compliance, specifically for setbacks, building heights, parking and landscaping requirements.

Financial Impact

For the sale of the City Owned Surplus Property the City will receive approximately \$57,000.00

Proposed Action:

Staff has recommended approval of this Request.

Attachment:

DRAFT Resolution-Approving the Land Sale and Purchase Agreement
Land Sale & Purchase Agreement

**AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND
IN "AS IS" CONDITION**

This Agreement for Sale and Purchase (the "Agreement") is entered into as of the _____ day of _____, 2021 by and between TNJ REALTY LLC , whose Post Office Address is 2257 SW 132nd Avenue, Miramar Florida 33027 ("Purchaser") and **CITY OF OPA-LOCKA**, a political subdivision of the State of Florida, hereinafter referred to as "Seller", whose Post Office Address is 780 Fisherman Street, Opa-locka, FL 33054.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Purchaser and Seller agree as follows:

1. REALTY. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property owned by Seller, if any (collectively, the "Real Property"). The Real Property sale is subject to the possibility of reverter to the Seller as provided below and is sold in "as is" condition.

2. Title to the Real Property shall automatically revert to Seller or the then assignee of Seller's rights on the date that is three years (3) from the date of closing of this Real Property sale if Purchaser or its assignee fails to develop the Real Property for commercial use. Grantor shall record a notice of exercise of reverter or other document as may be deemed necessary. Upon the recording of such instrument, title to the Property shall vest in Seller or the then assignee of Seller's rights hereunder subject to all matters then of record, except that within thirty (30) days after Purchaser or the then assignee of Purchaser's rights in the Real Property has received written notice of such recordation, Purchaser or the then assignee of Purchaser's rights shall satisfy and take commercially reasonable efforts to cause the release and reconveyance of any encumbrances securing loans or evidencing liens or security interests created by Purchaser or the then assignee of Purchaser's rights. Purchase or the then assignee of Purchaser's rights shall execute any document reasonably required to give effect to this provision. The foregoing conditions and restrictions shall be deemed covenants running with the land and binding upon Purchaser and its successors and assigns. The reversion right herein shall automatically expire and be of no further force and effect without the need of any further documentation following the date that is three (3) years after the date of the closing of this Real Property Sale, provided that the Real Property was developed for commercial purposes.

3. **"AS IS" SALE. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF POSSESSION OF THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS," WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE. SELLER, ITS COUNSEL OR ANYONE ACTING BY OR ON BEHALF OF SELLER HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO PURCHASER WITH RESPECT TO THE PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY OTHER TRANSACTIONAL DOCUMENTS,**

(INCLUDING THE ACCURACY, COMPLETENESS AND CONTENT THEREOF; PURCHASER WILL, PRIOR TO CLOSING, CONFIRM INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PREMISES; AND BY PROCEEDING TO CLOSING PURCHASER ACCEPTS THE RISK OF ANY AND ALL KNOWN AND/OR POTENTIAL ENVIRONMENTAL LIABILITIES ASSOCIATED WITH THE PREMISES.

4. PURCHASE PRICE AND PAYMENT.

4.1. PURCHASE PRICE. Purchaser agrees to pay a purchase price for the Real Property of Fifty-Seven Thousand Dollars and 00/100 Dollars (\$57,000.00) (the "Purchase Price").

4.2. ADJUSTMENTS TO PURCHASE PRICE. The Purchase Price to be paid at closing shall be subject to the adjustments, reductions (if any), and prorations provided for in this Agreement and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above. Any reductions in the Purchase Price shall be agreed upon between Purchaser and Seller prior to the end of the Inspection Period, hereinafter defined. In the event the parties cannot agree upon the total reduction in the Purchase Price, then this Agreement shall be automatically terminated. If Seller shall be unable to convey title to the Real Property according to the provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, without a reduction in Purchase Price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

4.3 INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey title to the Real Property by Quit Claim Deed, subject to the possibility of reverter as set forth herein and in the Quit Claim Deed.

4.4 AD VALOREM TAXES. Purchaser, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes.

5. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Purchaser and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, including any environmental testing provided the Purchaser shall indemnify and hold Seller harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes. Purchaser's indemnification and insurance obligations set forth herein shall survive the closing or early termination hereof. Purchaser may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld. Notwithstanding the foregoing, prior to any entry upon the Real Property by Purchaser or any of its agents, Purchaser shall provide Seller with an insurance certificate reflecting liability insurance coverage of not less than \$1,000,000 and naming Seller as an additional insured. If Closing does not occur, Purchaser shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

6. TENANCIES. Seller further warrants and represents that no person is living on or

occupying the Real Property, that there is no tenant in possession of the Real Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Real Property.

7. PRORATIONS. Expenses for electricity, water, sewer, waste collection, if any, shall be prorated to the day prior to closing.

8. CLOSING. The closing agent for this transaction shall be _____ . Any closing cost shall be paid by the Purchaser. The closing of this transaction shall be completed on the day which is thirty (30) days from the Effective Date of this Agreement. If such date falls on a Saturday, Sunday or other legal holiday, the closing shall occur on the next available business day. Seller and Purchaser agree that closing may be accomplished by escrow and that a representative of the Seller shall not be required to attend closing.

9. TIME OF THE ESSENCE. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Purchaser.

10. BROKERS. Purchaser shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Purchaser.

11. EXPENSES. Purchaser shall be responsible for recording fees on the Quit Claim Deed. Purchaser shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Quit Claim Deed.

12. POSSESSION. Seller shall deliver possession of the Real Property to the Purchaser at closing.

13. SELLER'S DISCLAIMER/PURCHASER'S RELEASE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) THE COMPLIANCE OF THE FACILITIES ON THE REAL PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. PURCHASER ACKNOWLEDGES THAT, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY (WHICH PURCHASER MAY HAVE ACCESS AS HEREIN SET FORTH) AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE REAL PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER SET FORTH HEREIN, PURCHASER DOES HEREBY RELEASE AND FOREVER DISCHARGE SELLER, ITS DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY PURCHASER RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE REAL PROPERTY OCCURRED BEFORE OR AFTER THE CLOSING. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE PURCHASER MAY HAVE AGAINST THE SELLER. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

14. DEFAULT.

14.1 BREACH BY SELLER. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for closing, Purchaser may, at Purchaser's election and as Purchaser's sole and exclusive remedy do one of the following: (i) terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

14.2 BREACH BY PURCHASER. In the event of a breach of Purchaser's covenants or warranties herein and the failure of Purchaser to cure such breach within the time provided for closing, Seller may seek specific performance or money damages. The Seller's measure of damages shall be the difference between the purchase price and the fair market value of the property at the time of Purchaser's breach.

15. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

16. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

17. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement; proper venue thereof will be in Miami-Dade County.

18. INVALID PROVISIONS. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

19. RECORDING. This Agreement or notice thereof may be recorded by Purchaser in the minutes of the Clerk of the City of Opa-Locka, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

20. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Purchaser or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

21. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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.

22. NOTICE. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, email or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below or at such other address as has been substituted by notice given in the manner required hereby.

As to Seller: John E. Pate, City Manager
City of Opa-locka
Office of the City Manager
780 Fisherman Street
Opa-locka, FL 33054
E-Mail: jpate@opalockafl.gov

With a copy to: Burnadette Norris Weeks, Esq.
Burnadette Norris-Weeks P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Fax: 954-768-9770
E-Mail: bnorris@apnwplaw.com

As to Purchaser: TNJ REALTY LLC
c/o William Green, Managing Partner
2257 SW 132nd Avenue
Miramar Florida 33027

With a copy to: The Barrister Law Firm
c/o Christopher Benjamin
P.O Box 694011
Miami Florida 33269

Any such notice or demand so secured shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission or email transmission.

23. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

24. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Real Property has any personal financial interest, direct or indirect, in this Agreement, except

for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Miami-Dade County, Florida and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

25. WAIVERS. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

26. SURVIVAL OF REPRESENTATIONS/WARRANTIES. The representations and warranties contained in this Agreement shall survive the Closing for a period of six (6) months and be enforceable by the respective parties.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The Effective Date of this Agreement shall be the date when the last party (Purchaser or Seller) executes this Agreement.

29. COUNTERPARTS, FURTHER INSTRUMENTS. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Purchaser shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Purchaser and Seller have duly executed this Agreement as of the day and year above written.

SELLER:

ATTEST:

CITY OF OPA-LOCKA

By: _____
Joanna Flores
City Clerk

By: _____
John E. Pate
City Manager

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Burnadette Norris Weeks, P.A.
City Attorney

PURCHASER:

TNJ REALTY LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PORTION OF BLOCK 148 , OF PLAT NO. THREE OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE 20 FOOT ALLEY IN BLOCK 148 OF PLAT NO. THREE OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA. LESS AND EXCEPT THAT PART OF TRACT D, DEEDED TO COUNTY OF DADE FOR ROAD RIGHT OF WAY BY WARRANTY DEED DATES 11/22/44, FILED 11/28/44, IN DEED BOOK 2442, PAGE 471 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TNJ REALTY

Making Your Neighborhood Better

William J. Green, Jr., J.D.

TNJ Realty, LLC
2257 SW 132nd Avenue
Miramar, Florida 33027



Gerald Lee

The City of Opa Locka
780 Fisherman St 4th Floor
Opa Locka, Florida 33054

Compensation Analysis

Calculation

The City of Opa Locka currently owns two alley ways intertwined between the 8 parcels associated with this project. These alleys run from Superior St to 27th Ave forking in the middle of the 8 parcels and exiting at two different points on 27th Ave. (see attachment I)

The alley ways total approx. 9,600 Sq ft.

Per Ordinance 14-02 the value of this land can be calculated using the average of the Assessed Value and the market Value of the surrounding properties. This Average is approx. \$10.93.

Giving an estimated value of \$104,928

Analysis

In its current condition the property has no assessed value and no commercial use. Only through a combination of all the parcels can there be a commercial use for this utility easement. Each individual tenant could refurbish their existing facility and not encroach on the easement and as such leave the utility easement intact especially if they follow the new code and placed their utilities at the perimeter of their property. Leaving the City to maintain a nonfunctioning utility easement.

This project includes this property and creates a tax value to property that is not on the tax rolls at all. The value above takes into consideration that the property has a value that can be realized if the property was a standalone lot. This property is not. This property can not be developed on its own because it is not buildable by itself. It does however can enhance an overall value of a global approach to this entire corridor.

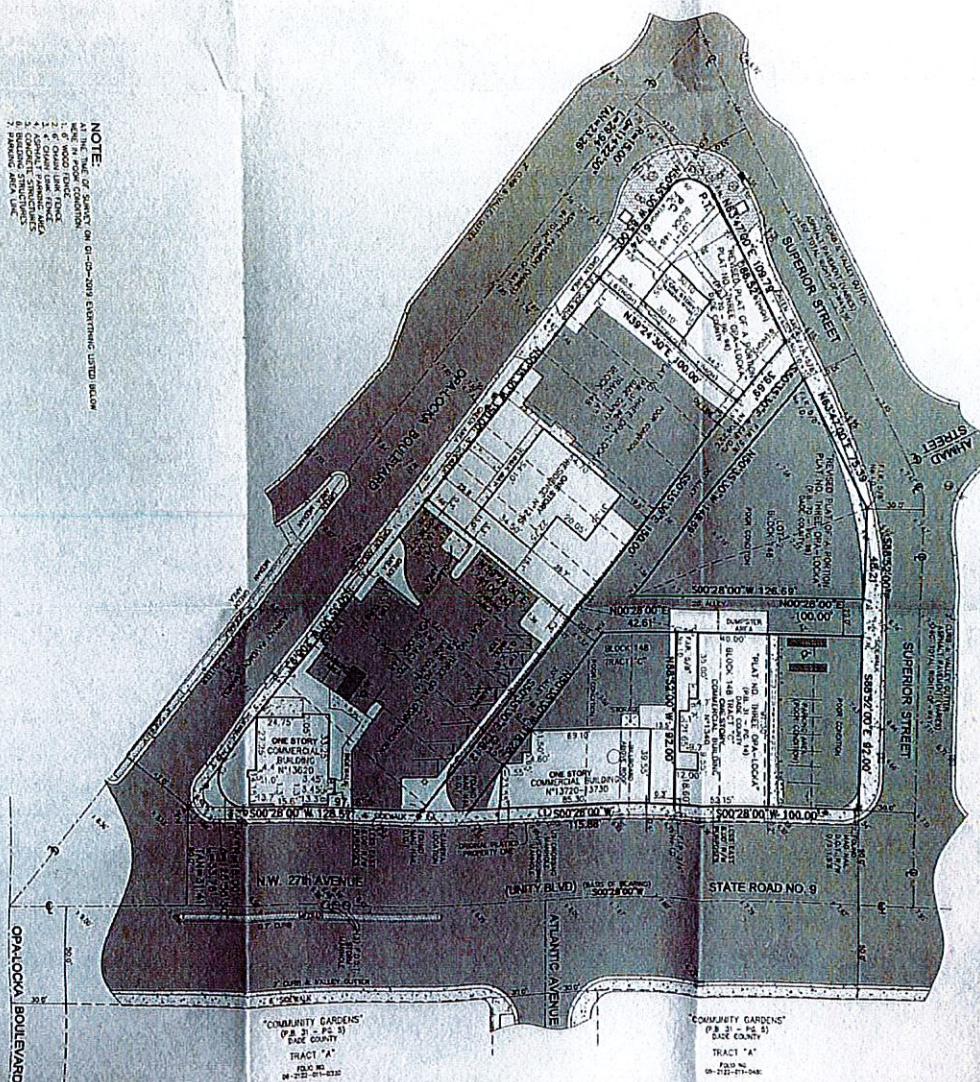
This project will increase the value of the property in this corridor by more than 8 times its current value. Including this property will give this property a value it does have currently and most importantly it will create a tax revenue for the City that it does have now. As a side note it will also eliminate an expense the City has now as the City is responsible for the maintenances of the alley ways. In addition, the City will receive the benefits of more job opportunities for the City residents. Beautification above and beyond the City's code and the

current conditions and the City will enjoy some much-needed economic growth. All of which have intrinsic value that will endure well into the future.

Taking all of this into consideration it is being requested that the City accept an offer of \$58,000 for the purchase of the alley ways.

A circular logo featuring a stylized 'Z' on the left and a dark, textured triangle on the right, both enclosed within a circular border with four small protrusions.

NOT VALID WITHOUT SHEET 1 OF 2



NOTE: THE "BID OF SURVEY" ON 01-03-2019, EVENTUALLY LISTED BELOW, WERE IN POOR CONDITION.

1. 6" WOOD FENCE
2. 6" CHAIN LINK FENCE
3. 4" CHAIN LINK FENCE
4. ASPHALT PARKING AREA
5. CONCRETE SIDEWALKS
6. BUILDING SIDEWALKS
7. PARKING AREA, LANE

[illegible]

SCALE: 1" = 30'
FIELD DATE: 01-05-2019
JOB No.: JAF-13620-1B
SHEET:
OF: 2

**J A F SURVEYING
SERVICES, INC.**
72nd STREET, HIALEAH, FL.

2492 WEST 72nd STREET, HIALEAH, FLORIDA 33016, PHONE: 786-416-1018, FAX: 305-817-9709

William J. Green, Jr., J.D

TNJ Realty, LLC
2257 SW 132nd Avenue
Miramar, Florida 33027

Gerald Lee

The City of Opa Locka
780 Fisherman St 4th Floor
Opa Locka, Florida 33054

Petition to abate Existing Utility Easement between Superior St and NW 27th Ave

Introduction

This project consists of the collection of 8 parcels from 4 different owners to create a approx. 80,000 sq ft pad at the corner of NW 27th Avenue and NW 135th Street in the city of Opa Locka, Florida. The Developer intends to place several triple net lease users on this location. The Developer has enlisted NAI Miami, a member of the NAI Global network, to assist with the leasing of the space.

Currently, NAI has created interest from franchisees for Kentucky Fried Chicken, Popeyes Fried Chicken, Checkers, Tire Kingdom, O'Rielly's Auto Parts, and Dunkin Dounts. These are all national tenants who don't have a presence in the City of Opa Locka. A few of these users will be actual corporate stores and others will be franchisees that have multiple stores and are very familiar with the construction and the development process here in Miami Dade County.

This project will require the merging of all of eight parcels and the abatement of the existing utility easement running through the middle of the properties. The first 3 parcels are owned by Carlos Fernandez. He owns the three parcels located on the south and west part of the site. (folio numbers 0821210072680, 0821210072690, 0821210072630 -one property is titled to DNC, Inc.) Per the Purchase Agreement, TNJ Realty will close on these properties mid-August.

The next 2 parcels are owned by Shaid Sheikh and Rafia Sheikh. They own the two parcels on the north end of the site, (folio numbers 0821210072650 and 0821210132020) Per the Purchase Agreement, TNJ Realty will close on these properties mid-August.

The next parcel is a single-family home owned by Millicient Howell. This property is located on the north- west end of the site. TNJ Realty will close on this property mid-August.

The final two parcels are owned by New Beginnings of South Florida, Inc. This entity filed bankruptcy in 2016. The bankruptcy has been dismissed and TNJ is currently in contract with New Beginnings to purchase these properties. TNJ will close on these properties mid-August.

Analysis and Benefits

This development project has been designed to give the maximum benefits and best use of the resources to the site, the City, and the community. The project is designed to take 8 parcels in a B-2 commercial zone in Opa Locka and make it in to one larger land condominium site

that can be utilized to bring new and needed redevelopment in the City along the Northwest 27th Avenue corridor.

Phase 1 -After closing the parcels will be unified as one parcel and placed in a what is referred to as a land condominium.

Phase 2- Application to the City for a demolition permit for all existing structures. An Opa Locka resident and business owner has been identified as the individual that will get the contract to provide this service. This job will take approximately 30 days to complete and provide 8 to 10 labor jobs for that time.

Phase 3- The site will be divided into individual site pads within the land condominium. This will allow each tenant to lease or own their pad but operate under one condo association.

Phase 4- Construction permits will be obtained from the City of Opa Locka and Miami-Dade County. Construction will begin and will take approximately 180 days to complete. Each tenant will have a local participation goal within their lease and/or purchase agreement. They will be asked to use the Career Resource Center to aid in finding local qualified help in the construction of their facility. Each building can look to hire 10 to 15 skilled and nonskilled workers for the duration of this construction project.

The existing conditions of these properties is not what the City would like to see along one of the major thoroughfares in the City. This location is a site that is frequented with illegal dumping and vagrancy. This development will eliminate the opportunity for illegal dumping. The parking lot design, the increased lighting and the full use of the entire site will not give the opportunity for dumping. The increase in landscaping on this site will provide a level of beautification along northwest 27th avenue that is sorely needed; a true benefit to the site.

At the end of construction each tenant will need to staff their respective business. We will encourage all businesses to again use the Career Resource Center to aid in finding qualified residents that can provide the services they need. Each tenant will employ a minimum of 10 to 20 full time employees and 15 to 20 part- time employees. This development will bring more than 100 permanent jobs and over 50 temporary jobs during the construction phase; a true benefit to the community.

Currently the assessed valued of all 8 parcels is less than \$1.35 million. This development will bring more than \$10 million to this area in value. That will have a direct input on the assessed value of the property and on the taxes received by the City for this property. Simply put if the assessed value increases by 8 the taxes received by the City will increase by 8; a true benefit to the City.

This development has the potential to improve employment opportunities, economic growth and beautification for the City of Opa Locka.

Ordinance 14-02 Article III Section 3 (a) and (b)

- a. Legal Description
 1. Folio 0821210072680 (see attachment A)
 2. Folio 0821210072690 (see attachment B)
 3. Folio 0821210072630 (see attachment C)
 4. Folio 0821210072650 (see attachment D)
 5. Folio 0821210132020 (see attachment E)
 6. Folio 0821210072670 (see attachment F)
 7. Folio 0821210072660 (see attachment G)
 8. Folio 0821210132010 (see attachment H)
- b. Property Owners
 1. Carlos Fernandez (see attachment A)
 2. DCN Incorporated (see attachment C)
 3. Shahid and Rafia Sheikh (see attachment D)
 4. Millicent Howell (see attachment H)
 5. New Beginnings of South Florida (see attachment G)

Ordinance 14-02 Article 3 Section 3 (c)

The current code requires any new construction to provide water and sewer access at the perimeter of the property not in the interior of the property. This would now make the current utility easement unusable for water. In addition, there are three Florida Power and Light poles in the interior of the property. Florida Power and Light have determined that adequate service can be provided to the site and the surrounding areas from relocation of the three poles to the perimeter of the site. Therefore, all utilities can be provided access on the perimeter of the property in the existing easement or within the setback also required by code. Thereby bringing the property up to code and creating a very clean site.

Currently, there is no public use of the alley aside for illegal dumping a loitering. Abating this alley way and making it a part of this development will eliminate these issues.

Ordinance 14-02 Article 3 Section 3 (d)

The applicant herein named hereby 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.

Ordinance 14-02 Article 3 Section 3 (e)

Survey (see attachment I)

Ordinance 14-02 Article 2 Section 3 (f)

There are two utilities with access to this easement currently, Opa Locka water and sewer and Florida Power and Light. Currently only one building and two business are currently open and requiring any services from Opa Locka water and sewer and Florida Power and Light. With the purchase and demolition of the existing structures on this site there will be no need for Opa Locka water and sewer or Florida Power and Light to enter the site. The new construction will provide access to Opa Locka water and sewer at the appropriate location on the perimeter of the property and will relocate Florida Power Lights polls to adequate locations along the perimeter of the property. Both Opa Locka water and sewer and Florida Power and light have been provided a copy of the survey and the proposed site plan and both are aware of the abatement request. All releases will be provided at closing and furnished to the City.

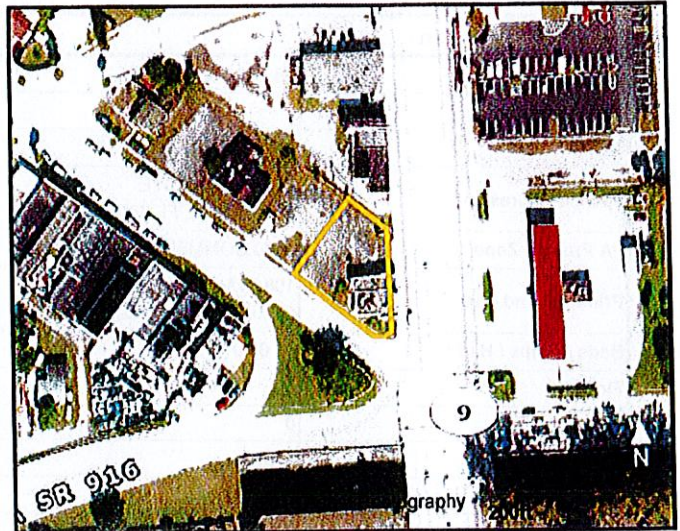


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/8/2019

Property Information	
Folio:	08-2121-007-2680
Property Address:	13620 NW 27 AVE Opa-locka, FL 33054-3949
Owner	CARLOS FERNANDEZ
Mailing Address	14075 NW 27 AVE OPA LOCKA, FL 33054-3654
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2111 RESTAURANT OR CAFETERIA : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,001 Sq.Ft
Lot Size	9,383 Sq.Ft
Year Built	1961



Assessment Information			
Year	2019	2018	2017
Land Value	\$82,570	\$82,570	\$82,570
Building Value	\$126,674	\$126,674	\$128,978
XF Value	\$154,634	\$156,629	\$158,968
Market Value	\$363,878	\$365,873	\$370,516
Assessed Value	\$363,878	\$365,873	\$370,516

Benefits Information				
Benefit	Type	2019	2018	2017
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41 .30AC	
OPA LOCKA PLAT NO 3 PB 31-14	
TRACT D LESS NWLY75FT & LESS	
E8FT FOR RD BLK 148	
LOT SIZE 9383 SQUARE FEET	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$363,878	\$365,873	\$370,516
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$363,878	\$365,873	\$370,516
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$363,878	\$365,873	\$370,516
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$363,878	\$365,873	\$370,516

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2004	\$269,000	22688-4881	Deeds that include more than one parcel
01/01/1984	\$371,000	12023-0677	Deeds that include more than one parcel
11/01/1983	\$175,000	11963-0647	Deeds that include more than one parcel

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Property Information	
Folio:	08-2121-007-2690
Property Address:	
Owner	CARLOS FERNANDEZ
Mailing Address	14075 NW 27 AVE OPA LOCKA, FL 33054-3654
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$82,500	\$82,500	\$82,500
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$82,500	\$82,500	\$82,500
Assessed Value	\$82,500	\$76,864	\$69,877

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction		\$5,636	\$12,623
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41 .17AC OPA LOCKA PLAT NO 3 PB 31-14 NWLY75FT OF TRACT D BLK 148 LOT SIZE IRREGULAR OR 22688-4881-83 0904 2 (2)	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$82,500	\$76,864	\$69,877
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$82,500	\$82,500	\$82,500
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$82,500	\$76,864	\$69,877
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$82,500	\$76,864	\$69,877

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2004	\$269,000	22688-4881	Deeds that include more than one parcel
01/01/1984	\$371,000	12023-0677	Deeds that include more than one parcel
11/01/1983	\$175,000	11963-0647	Deeds that include more than one parcel
01/01/1977	\$50,000	00000-00000	Sales which are disqualified as a result of examination of the deed

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Property Information	
Folio:	08-2121-007-2630
Property Address:	1245 OPA LOCKA BLVD Opa-locka, FL 33054-3961
Owner	DCN INC
Mailing Address	14075 NW 27 AVE MIAMI, FL 33054-3654
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2111 RESTAURANT OR CAFETERIA : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	2,460 Sq.Ft
Lot Size	15,000 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$165,000	\$165,000	\$165,000
Building Value	\$121,442	\$121,972	\$122,503
XF Value	\$10,342	\$10,358	\$10,374
Market Value	\$296,784	\$297,330	\$297,877
Assessed Value	\$296,784	\$275,030	\$250,028

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction		\$22,300	\$47,849
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41	
OPA LOCKA PLAT NO 3 PB 31-14	
SELY125FT OF TRACT A /AKA LOTS 3	
THRU 7/ & LOT 8 BLK 148	
LOT SIZE 150.000 X 100	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$296,784	\$275,030	\$250,028
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$296,784	\$297,330	\$297,877
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$296,784	\$275,030	\$250,028
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$296,784	\$275,030	\$250,028

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/2003	\$150,000	21483-0647	Sales which are qualified
05/01/1989	\$80,000	14120-1478	Sales which are qualified

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Property Information	
Folio:	08-2121-007-2650
Property Address:	1340 E SUPERIOR ST Opa-locka, FL 33054-3916
Owner	SHAHID M SHEIKH & W RAFIA
Mailing Address	1340 E SUPERIOR ST OPA LOCKA, FL 33054-3916
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 5 / 1
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,987 Sq.Ft
Lot Size	9,200 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$101,200	\$101,200	\$101,200
Building Value	\$151,490	\$151,566	\$151,641
XF Value	\$9,913	\$9,158	\$9,203
Market Value	\$262,603	\$261,924	\$262,044
Assessed Value	\$262,603	\$261,924	\$262,044

Benefits Information				
Benefit	Type	2019	2018	2017
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41 .23 AC	
OPA LOCKA PLAT NO 3 PB 31-14	
N100FT OF TR C & LESS E8FT FOR RD	
BLK 148	
LOT SIZE IRREGULAR	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$262,603	\$261,924	\$262,044
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$262,603	\$261,924	\$262,044
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$262,603	\$261,924	\$262,044
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$262,603	\$261,924	\$262,044

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/1994	\$175,000	16472-4561	Deeds that include more than one parcel
08/01/1982	\$127,500	11538-0446	Deeds that include more than one parcel
07/01/1977	\$1	09758-0917	Sales which are disqualified as a result of examination of the deed

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Property Information	
Folio:	08-2121-013-2020
Property Address:	
Owner	SHAHID M SHEIKH & W RAFIA
Mailing Address	1350 E SUPERIOR ST OPA LOCKA, FL 33054-3916
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	8,144 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	\$89,584	\$89,584	\$89,584
Building Value	\$0	\$0	\$0
XF Value	\$11,760	\$0	\$0
Market Value	\$101,344	\$89,584	\$89,584
Assessed Value	\$101,344	\$83,462	\$75,875

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction		\$6,122	\$13,709

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
21 52 41 OPA LOCKA PLAT NO 3 REV PB 70-98 LOT 2 BLK 148 LOT SIZE IRREGULAR OR 16472-4561 0894 2 (2)	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$101,344	\$83,462	\$75,875
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$101,344	\$89,584	\$89,584
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$101,344	\$83,462	\$75,875
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$101,344	\$83,462	\$75,875

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/1994	\$175,000	16472-4561	Deeds that include more than one parcel
08/01/1982	\$127,500	11538-0446	Deeds that include more than one parcel
07/01/1977	\$1	09758-0918	Sales which are disqualified as a result of examination of the deed

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Summary Report

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Property Information	
Folio:	08-2121-007-2670
Property Address:	13720 NW 27 AVE Opa-locka, FL 33054-3951
Owner	NEW BEGINNINGS OF S FLA INC
Mailing Address	PO BOX 681869 MIAMI, FL 33168 USA
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	2111 RESTAURANT OR CAFETERIA : RETAIL OUTLET
Beds / Baths / Half	0 / 1 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,769 Sq.Ft
Lot Size	3,739 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$41,129	\$41,129	\$41,129
Building Value	\$4,776	\$4,778	\$4,780
XF Value	\$0	\$0	\$0
Market Value	\$45,905	\$45,907	\$45,909
Assessed Value	\$45,905	\$45,907	\$45,909

Benefits Information				
Benefit	Type	2019	2018	2017
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41 PB 31-14	
OPA LOCKA PLAT NO 3 TRACT C LESS	
N150FT & LESS E8FT FOR RD & LESS	
BEG 150FTS & 8FTW OF NE COR TR C	
W PARR TO N/L 79.37FT ELY79.38FT	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$45,905	\$45,907	\$45,909
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$45,905	\$45,907	\$45,909
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$45,905	\$45,907	\$45,909
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$45,905	\$45,907	\$45,909

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/15/2010	\$50,000	27326-0036	Qual by exam of deed
05/01/2005	\$62,500	24727-3420	Sales which are qualified
01/01/1993	\$26,000	15794-4411	Sales which are qualified

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Summary Report

Generated On : 7/8/2019

Property Information	
Folio:	08-2121-007-2660
Property Address:	13730 NW 27 AVE Opa-locka, FL 33054-3951
Owner	NEW BEGINNINGS OF S FLORIDA INC
Mailing Address	PO BOX 681869 MIAMI, FL 33168 USA
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1,492 Sq.Ft
Lot Size	4,678 Sq.Ft
Year Built	1950



Assessment Information			
Year	2019	2018	2017
Land Value	\$51,458	\$51,458	\$51,458
Building Value	\$23,884	\$23,884	\$23,884
XF Value	\$825	\$825	\$840
Market Value	\$76,167	\$76,167	\$76,182
Assessed Value	\$76,167	\$76,167	\$76,182

Benefits Information				
Benefit	Type	2019	2018	2017
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41 PB 31-14	
OPA LOCKA PLAT NO 3 S50FT OF	
N150FT OF TR C LESS E8FT FOR RD	
& BEG 150FTS & 8FTW OF NE COR OF	
TR C W PARR TO N/L 79.37FT	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$76,167	\$76,167	\$76,182
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$76,167	\$76,167	\$76,182
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$76,167	\$76,167	\$76,182
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$76,167	\$76,167	\$76,182

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
05/07/2012	\$100	28185-1448	Corrective, tax or QCD; min consideration
05/07/2012	\$100	28176-4155	Corrective, tax or QCD; min consideration
12/15/2008	\$100	26839-3083	Sales which are disqualified as a result of examination of the deed
11/01/1987	\$55,000	13492-0023	Sales which are qualified

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Property Information	
Folio:	08-2121-013-2010
Property Address:	1201 OPA LOCKA BLVD Opa-locka, FL 33054-3961
Owner	MILLCENT A HOWELL EBONI BARROW
Mailing Address	PO BOX 9223 FT LAUDERDALE, FL 33310 USA
PA Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	2 / 1 / 0
Floors	1
Living Units	1
Actual Area	832 Sq.Ft
Living Area	780 Sq.Ft
Adjusted Area	793 Sq.Ft
Lot Size	6,088 Sq.Ft
Year Built	1940



Assessment Information			
Year	2019	2018	2017
Land Value	\$66,968	\$66,968	\$66,968
Building Value	\$49,483	\$49,483	\$49,483
XF Value	\$1,777	\$1,802	\$1,827
Market Value	\$118,228	\$118,253	\$118,278
Assessed Value	\$118,228	\$114,037	\$103,670

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction		\$4,216	\$14,608
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
21 52 41	
OPA LOCKA PLAT NO 3 REV PB 70-98	
LOT 1 BLK 148	
LOT SIZE 6088 SQUARE FEET	
OR 19233-0521 0500 4	

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,228	\$114,037	\$103,670
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,228	\$118,253	\$118,278
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,228	\$114,037	\$103,670
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$118,228	\$114,037	\$103,670

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/05/2012	\$100	28484-2237	Corrective, tax or QCD; min consideration
07/20/2011	\$100	27925-1314	Corrective, tax or QCD; min consideration
11/01/2007	\$130,000	26308-2612	Other disqualified
05/01/2000	\$0	19233-0521	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability. see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

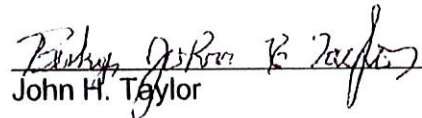
STATE OF FLORIDA)
)SS: 6520
COUNTY OF MIAMI-DADE)

AFFIDAVIT OF JOHN H. TAYLOR

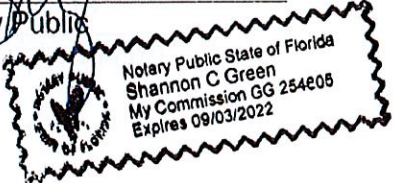
1. I, the undersigned, am a resident of Miami-Dade County, Florida and at all times material hereto, *sui juris*.
2. I am the owner of New Beginnings of South Florida .
3. I have entered into a contract for property with the Folio numbers 0821210072760 and 0821210072660 to TNJ Realty LLC.
4. I also affirm that I am aware that TNJ Realty LLC has petition the City of Opa Locka for the abatement of the utility easement abutting my properties..

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 6th day of July 2019


John H. Taylor

The foregoing instrument was acknowledged and sworn before me this 6th day of July 2019 by John H. T who has produced a Florida Driver's License as identification.


Notary Public


9/3/22
Commission/Expires

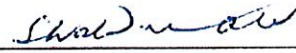
STATE OF FLORIDA)
)SS: 6520
COUNTY OF MIAMI-DADE)

AFFIDAVIT OF SHAHID SHEIKH

1. I, the undersigned, am a resident of Miami-Dade County, Florida and at all times material hereto, *sui juris*.
2. I am the owner of the two parcels at 1340 and 1350 E. Superior St in Opa Locka Florida.
3. I have entered into a contract for properties with the Folio numbers 0821210132020 and 0821210072650 with TNJ Realty LLC.
4. I also affirm that as of April 2019 I was aware that TNJ Realty LLC had petition the City of Opa Locka for the abatement of the utility easement abutting my properties.

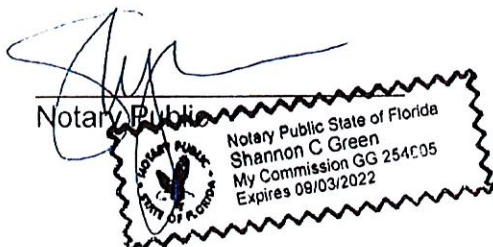
I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 6th day of July 2019



Shahid Sheikh

The foregoing instrument was acknowledged and sworn before me this 6th day of July 2019 by Shahid Sheikh who has produced a Florida Driver's License as identification.



9/3/22

Commission Expires

STATE OF FLORIDA

)
)SS: 6520

COUNTY OF MIAMI-DADE

AFFIDAVIT OF CARLOS FERNANDEZ

1. I, the undersigned, am a resident of Miami-Dade County, Florida and at all times material hereto, *sui juris*.

2. I am the owner of DCN Incorporated and the two parcels that make up the Old Kentucky Fried Chicken Lot. .

3. I have entered into a contract for properties with the Folio numbers 0821210072680, 0821210072690 and 0821210072630 with TNJ Realty LLC.

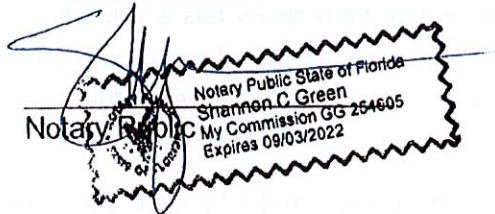
4. I also affirm that as of April 2019 I was aware that TNJ Realty LLC had petition the City of Opa Locka for the abatement of the utility easement abutting my properties.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 6th day of July 2019


Carlos Fernández

The foregoing instrument was acknowledged and sworn before me this 6th day of July 2019 by Carlos Fernandez who has produced a Florida Driver's License as identification.



9/3/22
Commission Expires

TNJ REALTY

Making Your Neighborhood Better

William J. Green, Jr., J.D.

TNJ Realty, LLC
2257 SW 132nd Avenue
Miramar, Florida 33027



Gerald Lee

The City of Opa Locka
780 Fisherman St 4th Floor
Opa Locka, Florida 33054

Compensation Analysis

Calculation

The City of Opa Locka currently owns two alley ways intertwined between the 8 parcels associated with this project. These alleys run from Superior St to 27th Ave forking in the middle of the 8 parcels and exiting at two different points on 27th Ave. (see attachment I)

The alley ways total approx. 9,600 Sq ft.

Per Ordinance 14-02 the value of this land can be calculated using the average of the Assessed Value and the market value of the surrounding properties. This Average is approx. \$10.93.

Giving an estimated value of \$104,928

Analysis

In its current condition the property has no assessed value and no commercial use. Only through a combination of all the parcels can there be a commercial use for this utility easement. Each individual tenant could refurbish their existing facility and not encroach on the easement and as such leave the utility easement intact especially if they follow the new code and placed their utilities at the perimeter of their property. Leaving the City to maintain a nonfunctioning utility easement.

This project includes this property and creates a tax value to property that is not on the tax rolls at all. The value above takes into consideration that the property has a value that can be realized if the property was a standalone lot. This property is not. This property can not be developed on its own because it is not buildable by itself. It does however can enhance an overall value of a global approach to this entire corridor.

This project will increase the value of the property in this corridor by more than 8 times its current value. Including this property will give this property a value it does have currently and most importantly it will create a tax revenue for the City that it does have now. As a side note it will also eliminate an expense the City has now as the City is responsible for the maintenances of the alley ways. In addition, the City will receive the benefits of more job opportunities for the City residents. Beautification above and beyond the City's code and the

current conditions and the City will enjoy some much-needed economic growth. All of which have intrinsic value that will endure well into the future.

Taking all of this into consideration it is being requested that the City accept an offer of \$58,000 for the purchase of the alley ways.

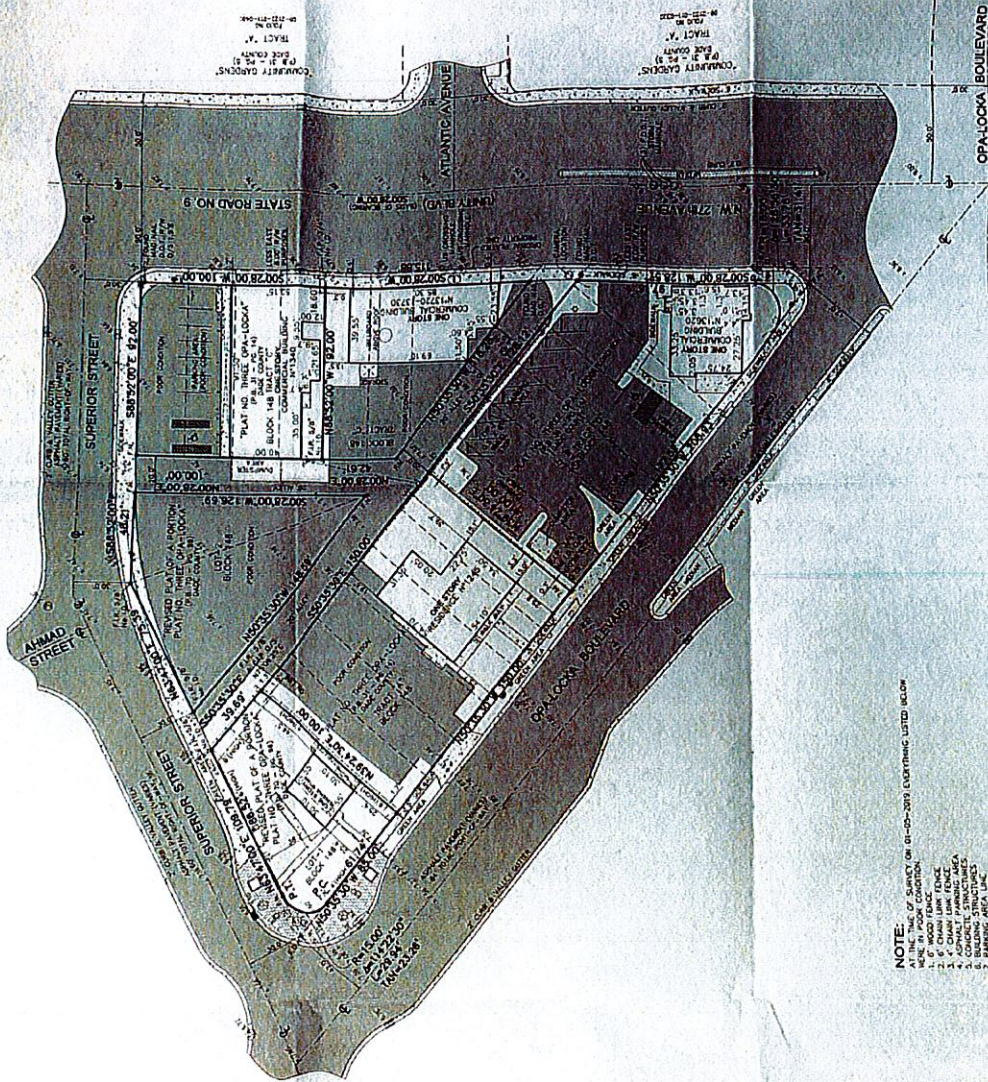
GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft



SCALE: 1"=20'



NOTE:
ALL THE THIS OF SURVEY OR 01-00-2011 EXISTING LISTED BELOW

1. 6" WOOD FENCE
2. 6" CHAIN LINK FENCE
3. 4" ASPHALT DRIVEWAY
4. ASPHALT DRIVEWAY
5. BUILDING STRUCTURES
6. PARKING AREA, LOT

J A F SURVEYING
E-MAIL: jafsurveying@yahoo.com
2492 WEST 72ND STREET, HIALEAH, FLORIDA 33016, PHONE: 786-416-1018, FAX: 305-817-9709



CHECKED: C.T.
SCALE: 1" = 30'
FIELD DATE: 01-09-2019
JOB NO.: JAF-13620-18
SHEET

2
OF 2

NOT VALID WITHOUT SHEET 1 OF 2

1st Reading/Public Hearing: JULY 24, 2019
2nd Reading/Public Hearing: SEPTEMBER 11, 2019
Adopted: SEPTEMBER 11, 2019
Effective Date: SEPTEMBER 11, 2019
Sponsored By: City Manager

ORDINANCE NO. 19-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING TO CLOSE, VACATE AND ABANDON THE ALLEYS LOCATED BETWEEN THE PARCELS BOUNDED BY SUPERIOR STREET, NW 27TH AVENUE AND OPA-LOCKA BOULEVARD PURSUANT TO ORDINANCE 14-02, FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE PROPERTIES IDENTIFIED BY FOLIOS: 08-2121-007-2650, 08-2121-007-2660, 08-2121-007-2670, 08-2121-007-2680, 08-2121-007-2690, 08-2121-013-2010 AND 08-2121-013-2020 AS INDICATED ON THE SITE PLAN IN THE B-2 ZONING DISTRICT; PROVIDING FOR APPROVAL; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Article 1 and Article 2 of the City of Opa-locka Code of Ordinance, the City Commission has the power to approve and adopt plats; and

WHEREAS, the applicant's request is to close, abandon and vacate the alleys, that runs between the properties that are bounded by Superior Street, NW 27th Avenue and Opa-locka Boulevard, which is approximately (10,000 square feet); and

WHEREAS, when the alley vacation is granted the applicant has submitted a site plan that shows the use of the vacated alleys and the surrounding parcels for the construction of a retail center; and

WHEREAS, the applicant on June 4, 2019 presented their request for the vacation of the alleys identified on the site plan to the Planning & Zoning Board and the request was recommended for approval by a 5 to 0 vote; and

WHEREAS, the applicant represents that it is following the process outlined in Ordinance 14-02; and

WHEREAS, the applicant is now presenting this request for alley vacation approval to the City Commission to be able to complete this process with Miami Dade County Platting Division; and

WHEREAS, the applicant publicly represented, through its legal counsel, at the City Commission meeting of July 10, 2019 that all relevant property owners were in agreement with the application; and

WHEREAS, the City Commission desires to approve the closure, vacation and abandonment of the alleys located between the parcels bounded by Superior Street, NW 27th Avenue and Opa-Locka Boulevard for the provision of a retail center on the properties identified by FOLIOS:08-2121-007-2650, 08-2121-007-2660, 08-2121-007-2670, 08-2121-007-2680, 08-2121-007-2690, 08-2121-013-2010 and 08-2121-013-2020 as indicated on the site plan in the B-2 Zoning District; subject to a good faith appraisal showing the value of the land but for an amount for no less than \$58,500.00 or the appraisal amount, whichever is greater.

NOW, THEREFORE, BE IT DULY ORDAINED 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 of Tentative Plat.

The request for alley vacation for the "Opa-locka Plat #3" property, as legally described under the "Background" portion of the Staff Summary, attached hereto as Exhibit "A".

Section 3. Conditions.

1. The Applicant shall comply with all requirements of Section 28 of the Miami Dade County Code.
2. The Applicant shall comply with all requirements and obtain approvals from the Miami-Dade County Department of Public Works, Platting Division.

3. Applicant shall be responsible for the relocation of the utilities according to the development requirements.
4. The Final Plat must be recorded with Miami Dade Clerk's Office.
5. The applicant shall pay the City an amount of no less than \$58,500.00 for the value of the city-owned alleyways.

Section 4. **Violations of Conditions.**

Failure to adhere to the terms and conditions of this Resolution 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 5. **Authorization.**

Subject to review by the City Attorney, the City Manager, the City Clerk and Planning & Community Development Department Director are authorized to sign the final plat and to execute any other needed documents consistent with and to implement the intent of the City of Opa-locka.

Section 6. **Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 7. **Severability.**

If any section, sentence, clause or any other provision of this Ordinance shall be held invalid or be found unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining sections, sentences, provisions or clauses of this Ordinance.

Section 8. **Effective Date.**

This Ordinance shall be effective immediately upon its passage and adoption.

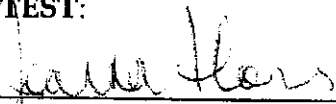
Ordinance No. 19-08

PASSED FIRST READING this 24th day of July, 2019.

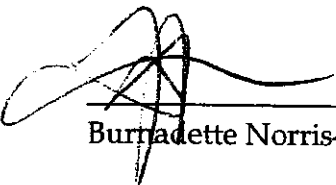
PASSED SECOND READING this 11th day of September, 2019.


Matthew A. Pigatt, Mayor

ATTEST:


Joanna Flores, City Clerk

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


Burdette Norris-Weeks, P.A.

Moved by: Commissioner Kelley

Seconded by: Vice Mayor Davis

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

RESOLUTION NO. 19-9706

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REVIEW REQUEST BY TNJ REALTY, LLC FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27TH AVENUE AND OPA-LOCKA BOULEVARD ON 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; PROVIDING FOR APPROVAL; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City's Code of Ordinance and the City's Land Development Regulations, Ordinance 15-31, the City Commission has the power to approve, approve with conditions or deny any site plan review request, and

WHEREAS, the applicant appeared and has presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on June 4, 2019 pursuant to the City Code of Ordinance and the City Zoning Regulations, and

WHEREAS, the Planning & Zoning Board after reviewing the presentation and having additional discussion motioned and seconded this request for final site plan review approval at the June 4, 2019 meeting by a 5 to 0 vote, and

WHEREAS, the City Land Development Regulations, Ordinance 15-31, Section 22-49 G. provides that all recommendations and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with notice requirements.

NOW, THEREFORE, BE IT DULY ORDAINED 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. The City Commission of the City of Opa-locka **APPROVES** this request from TNJ Realty, LLC for final site plan review for the construction a retail center on the eight parcel site bounded by Superior Street, NW 27th Avenue and Opa Locka Boulevard, including the alleyways, on 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, Opa-locka, FL 33054.

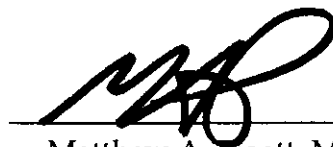
Section 3. Conditions.

1. Owner shall host job fairs within the City of Opa-Locka before and during the construction phase of the development project for construction jobs.
2. Owner agrees to employ City of Opa-Locka residents through the assistance of the Career Source South Florida Office or a similar office designated by City if said office ceases to exist. Owner shall require that all contractors and all their subcontractors 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 South Florida.
3. Owner agrees to use best efforts to encourage any and all tenants to utilize the Career Source Florida in efforts to hire residents of the City of Opa-Locka.
4. The Owner agrees to host job fairs within the City of Opa-Locka after construction of the building for building (business) operations and job hiring on the site once construction is completed.
5. All other conditions set forth in the Development Agreement attached hereto as Exhibit "A".

Section 4. Effective Date.

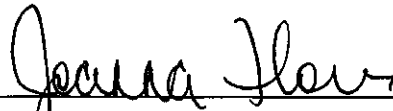
This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka and review by the State of Florida.

PASSED AND ADOPTED this 9th day of October, 2019.



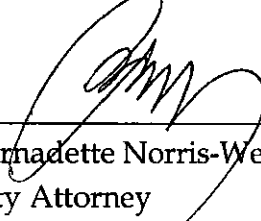
Matthew A. Pigatt, Mayor

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 Bass

VOTE: 4-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	ABSENT
Mayor Pigatt	YES

RESOLUTION NO. 20-9776

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City's Code of Ordinance and the City's Land Development Regulations, Ordinance 15-31, the City Commission has the power to approve, approve with conditions or deny any Development Agreement, and

WHEREAS, the applicant appeared and has presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on May 5th, 2020 pursuant to the City Code of Ordinance and the City Zoning Regulations, and

WHEREAS, the Planning & Zoning Board after reviewing the presentation and having additional discussion motioned and seconded this request for development agreement approval at the May 5th, 2020 meeting by a 5 to 0 vote, and

WHEREAS, the City Land Development Regulations, Ordinance 15-31, Section 22-49 G. provides that all recommendations and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with notice requirements.

NOW, THEREFORE, BE IT DULY ORDAINED 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. The City Commission of the City of Opa-locka **approves** / denies this request from TNJ Realty, LLC for final site plan review for the construction a retail center on the eight parcel site bounded by Superior Street, NW 27th Avenue and Opa Locka Boulevard, including the alleyways, on 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, Opa-locka, FL 33054.

Section 3. **Conditions.**

1. The Owner agrees to employ Opa-locka residents through the assistance of the Career Source South Florida Office and shall also require all contractors and all 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.
2. The Owner agreed:
 - (1) To host job fairs before and during the construction phase of this development for construction jobs;
 - (2) To host job fairs after construction for building (business) operation jobs;

Section 4. **Effective Date.**

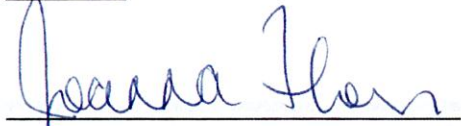
This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka.

PASSED AND ADOPTED this 24th day of June, 2020.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.

City Attorney

Moved by: COMMISSIONER BASS

Seconded by: VICE MAYOR DAVIS

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Virtual Regular Commission Meeting on Wednesday, June 24, 2020 at 7:00 p.m. to consider the following items:

SECOND READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, 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 27, 2020).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08- 2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121- 007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA-LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08- 2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 NW LE JEUNE ROAD IDENTIFIED BY FOLIOS 08-2129-000-0032, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 NW LE JEUNE ROAD IDENTIFIED BY FOLIOS 08-2129-000-0032, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPALOCKA BOULEVARD IDENTIFIED BY FOLIOS 08-2121-004-0580 AND 08-2121-004-0590, IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPALOCKA BOULEVARD IDENTIFIED BY FOLIOS 08-2121- 004-0580 AND 08-2121-004-0590, IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained by contacting the Office of the City Clerk via telephone (305) 953-2800 or email jflores@opalockafl.gov. All interested persons are encouraged to participate in this meeting and will be heard with respect to the public hearings. For information on Virtual Commission Meeting procedures please visit www.opalockafl.gov.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (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

RESOLUTION NO. 19-9707

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTIES AS SURPLUS; AUTHORIZING THE CITY MANAGER TO DISPOSE OF PROPERTY BY SALE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka owns certain properties not in use for a public benefit; and

WHEREAS, Section 166.02(1), Florida Statutes and Resolution 08-7317 grants the City Commission the authority to declare property that has become inadequate for public purposes as surplus, and

WHEREAS, it is in the public interest for the City of Opa-locka to sell or otherwise dispose of this surplus property in a manner that will promote the best interests of the community; and

WHEREAS, the City desires to dispose of real property representing approximately 20 feet wide alleyways between the parcels identified by the following 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 and located at NW 27th Avenue and Superior Street, Opa-Locka, FL 33054, as surplus property depicted in Exhibit "A"; and

WHEREAS, the Planning & Zoning Board has recommended approval of the site plan for the construction and development of a Retail Center on the Eight Parcel Site, including the alleyways and subject to City Commission approval; and

WHEREAS, the Developer has agreed to pay a price of \$58,000.00, (subject to a reverter clause if the property is not developed within a specified period of time) pursuant to an approved site plan; and

WHEREAS, for the aforementioned properties the City Commission of the City of Opa-Locka hereby authorizes the waiver of a specific provision of Resolution 08-7317, Section 3 (6), pertaining to Surplus Property, that would otherwise require advertisement of real property in a newspaper of general circulation. There shall be no requirement for advertisement pursuant to Exhibit "A"; and

WHEREAS, The City hereby accepts the City Manager's recommendation to declare the subject properties as surplus property.

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

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

Section 2. The City Commission hereby declares the subject properties described in this resolution as surplus property.

Section 3. Declaration of Surplus Property and Disposal. The City Commission hereby declares the subject property surplus property and further directs the City Manager to dispose of the following real properties representing approximately 20 feet between the parcels identified by the following 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, and located at NW 27th Avenue and Superior Street, Opa-Locka, FL 33054, as depicted in Exhibit "A".

Section 4. Waiver of Resolution 08-7317 Provision. The City Commission hereby waives Resolution 08-7317 (3)(6) requiring advertisement of this matter.

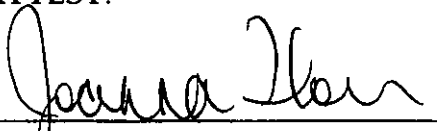
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 9th day of October, 2019.



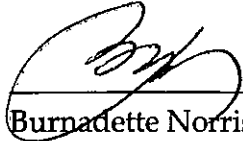
Matthew A. Pigatt, Mayor

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 Bass

VOTE: 4-0

Commissioner Bass	Yes
Commissioner Burke	Yes
Commissioner Kelley	Yes
Vice-Mayor Davis	Absent
Mayor Pigatt	Yes

RESOLUTION NO. 19-9708

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE SALE OF THE 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, TO TNJ REALTY, LLC TO ALLOW FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27TH AVENUE AND OPA LOCKA BOULEVARD; PROVIDING FOR INCORPORATION OF RECITALS; CONTAINING A REVERTER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka owns certain property that is not in use for the public benefit; and

WHEREAS, Section 166.02(1), Florida Statutes and Resolution 08-7317 grants the City Commission the authority to declare property that has become inadequate for public purposes as surplus, and

WHEREAS, it is in the public interest for the City of Opa-locka to sell or otherwise dispose of this surplus property in a manner to promote the best interests of the community; and

WHEREAS, the real property, the alleyways, between the parcels identified by the following 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, of this Resolution; and

WHEREAS, the Planning & Zoning Board recommended approval of the site plan for the construction and development of a Retail Center on the Eight Parcel Site including the alleyways; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to sell the alleyways between the properties listed as they have been declared surplus and to dispose of the alleyways for public benefit; and

WHEREAS, The City hereby authorizes the City Manager to sell the alleyways to TNJ Realty, LLC for the development of the approved Retail Center subject to a reverter clause if not developed within fifty-four (54) months.

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

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

Section 2. The City Commission hereby authorizes the sale of the alleyways to TNJ Realty, LLC for the development of the retail center as shown in the Site Plan presented to the Planning & Zoning Board. In the event the retail center is not developed within fifty-four (54) months from the date of the sale, the property (alleys) will revert back to the ownership of the City of Opa-locka with no monies being due to Owner/Developer.

Section 3. The City Commission directs the Manager to dispose of the surplus property in a contract form to be acceptable to the City Attorney.

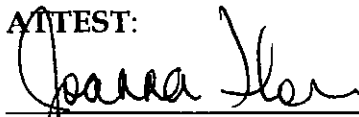
Section 4. This Resolution shall take effect immediately upon adoption and review by the State of Florida.

PASSED and ADOPTED this 9th day of October, 2019.



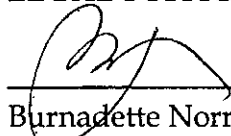
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Resolution No. 19-9708

Moved by: Commissioner Kelley

Seconded by: Commissioner Bass

VOTE: 4-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	ABSENT
Mayor Pigatt	YES

RESOLUTION NO. 19-9709

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27TH AVENUE AND OPA LOCKA BOULEVARD ON 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. PROVIDING FOR APPROVAL; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City's Code of Ordinance and the City's Land Development Regulations, Ordinance 15-31, the City Commission has the power to approve, approve with conditions or deny any Development Agreement, and

WHEREAS, the applicant appeared and has presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on June 4, 2019 pursuant to the City Code of Ordinance and the City Zoning Regulations, and

WHEREAS, the Planning & Zoning Board after reviewing the presentation and having additional discussions motioned and seconded this request for development agreement approval at the June 4, 2019 meeting by a 5 to 0 vote, and

WHEREAS, the City Land Development Regulations, Ordinance 15-31, Section 22-49 G. provides that all recommendations and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with notice requirements.

NOW, THEREFORE, BE IT DULY ORDAINED 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. The City Commission of the City of Opa-locka approves / denies this request from TNJ Realty, LLC for development agreement review for the construction a retail center on the eight parcel site bounded by Superior Street, NW 27th Avenue and Opa Locka Boulevard, including the alleyways, on 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, Opa-locka, FL 33054.

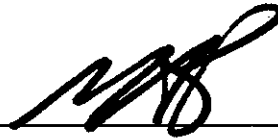
Section 3. Conditions.

1. Owner shall host job fairs before and during the construction phase of the development project for construction jobs.
2. Owner agrees to employ City of Opa-Locka residents through the assistance of the Career Source South Florida Office or a similar office designated by City if said office ceases to exist. Owner shall require that all contractors and all their subcontractors 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 South Florida.
3. Owner agrees to use best efforts to encourage any and all tenants to utilize the Career Source Florida in efforts to hire residents of the City of Opa-Locka.
4. The Owner agrees to host job fairs after construction of the building for building (business) operations and job hiring on the site once construction is completed.
5. All other conditions set forth in the Development Agreement attached hereto as Exhibit "A".

Section 4. Effective Date.

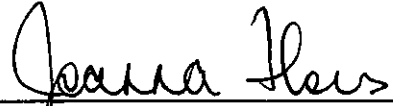
This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka.

PASSED AND ADOPTED this 9th day of October, 2019.



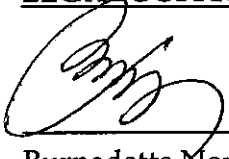
Matthew A. Pigatt, Mayor

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: 4-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	ABSENT
Mayor Pigatt	YES

RESOLUTION NO. 20-9777

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City's Code of Ordinance and the City's Land Development Regulations, Ordinance 15-31, the City Commission has the power to approve, approve with conditions or deny any Development Agreement, and

WHEREAS, the applicant appeared and has presented their formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on May 5th, 2020 pursuant to the City Code of Ordinance and the City Zoning Regulations, and

WHEREAS, the Planning & Zoning Board after reviewing the presentation and having additional discussion motioned and seconded this request for development agreement approval at the May 5th, 2020 meeting by a 5 to 0 vote, and

WHEREAS, the City Land Development Regulations, Ordinance 15-31, Section 22-49 G. provides that all recommendations and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with notice requirements.

NOW, THEREFORE, BE IT DULY ORDAINED 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. The City Commission of the City of Opa-locka **approves** / denies this request from TNJ Realty, LLC for development agreement review for the construction a retail center on the eight parcel site bounded by Superior Street, NW 27th Avenue and Opa Locka Boulevard, including the alleyways, on 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, Opa-locka, FL 33054.

Section 3. Conditions.

1. The Owner agrees to employ Opa-locka residents through the assistance of the Career Source South Florida Office and shall also require all contractors and all 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.
2. The Owner agreed:
 - (1) To host job fairs before and during the construction phase of this development for construction jobs;
 - (2) To host job fairs after construction for building (business) operation jobs;

Section 4. Effective Date.

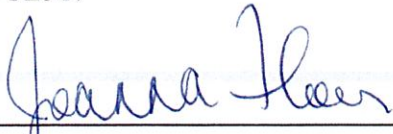
This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka.

PASSED AND ADOPTED this 24th day of June, 2020.

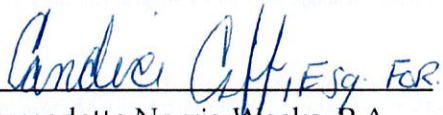


Matthew A. Figatt, Mayor

ATTEST:


Joanna Flores, City Clerk

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


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: COMMISSIONER BURKE

Seconded by: COMMISSIONER KELLEY

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at its Virtual Regular Commission Meeting on Wednesday, June 24, 2020 at 7:00 p.m. to consider the following items:

SECOND READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, 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 27, 2020).

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08- 2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08-2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121- 007-2670 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A RETAIL CENTER ON THE EIGHT PARCEL SITE BOUNDED BY SUPERIOR STREET, NW 27 AVENUE AND OPA-LOCKA BOULEVARD ON THE PARCELS IDENTIFIED BY FOLIOS 08-2121-007-2680, 08-2121-007-2690, 08-2121-007-2630, 08- 2121-013-2010, 08-2121-013-2020, 08-2121-007-2650, 08-2121-007-2660 AND 08-2121-007-2670 IN THE B-2 ZONING DISTRICT, PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 NW LE JEUNE ROAD IDENTIFIED BY FOLIOS 08-2129-000-0032, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A WAREHOUSE/DISTRIBUTION CENTER ON THE PROPERTY LOCATED AT 12700 NW LE JEUNE ROAD IDENTIFIED BY FOLIOS 08-2129-000-0032, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPALOCKA BOULEVARD IDENTIFIED BY FOLIOS 08-2121-004-0580 AND 08-2121-004-0590, IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

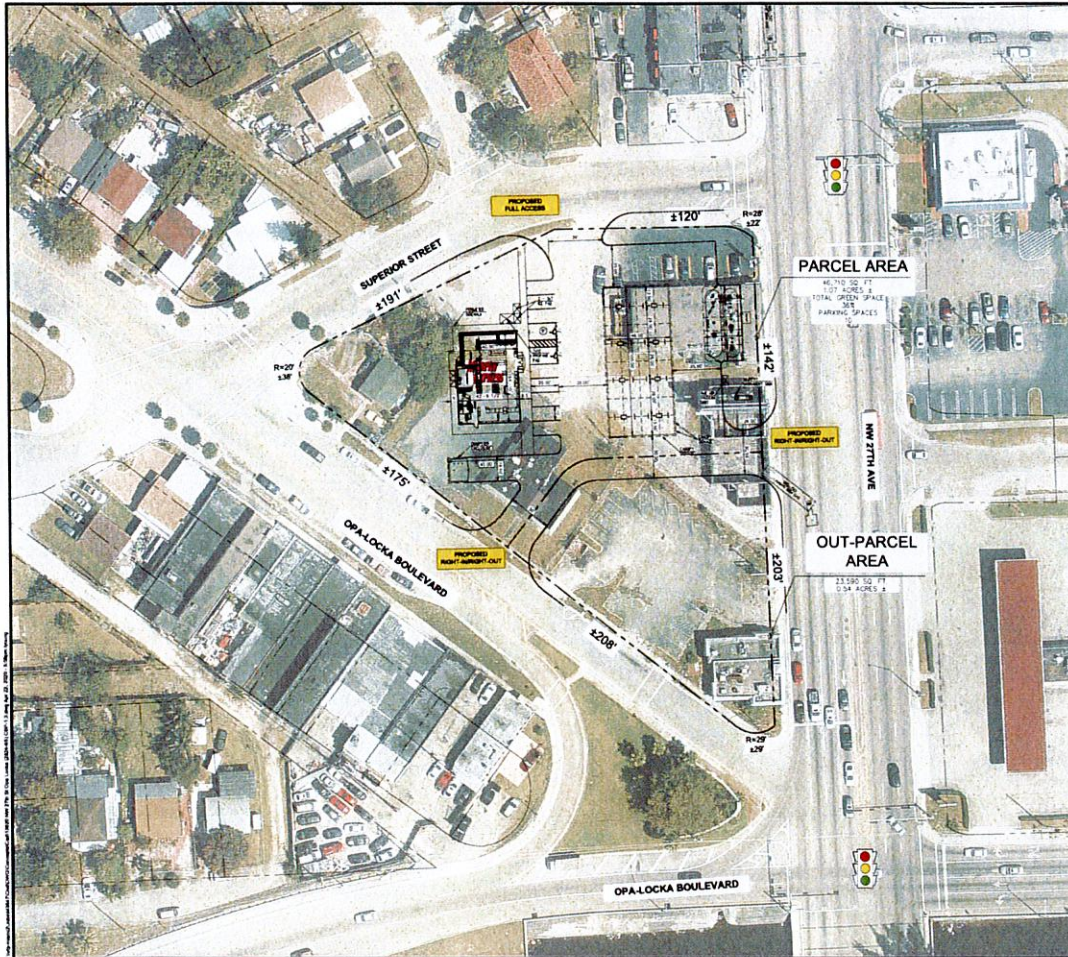
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A DIALYSIS CENTER ON THE PROPERTY LOCATED AT 441 OPALOCKA BOULEVARD IDENTIFIED BY FOLIOS 08-2121- 004-0580 AND 08-2121-004-0590, IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained by contacting the Office of the City Clerk via telephone (305) 953-2800 or email jflores@opalockafl.gov. All interested persons are encouraged to participate in this meeting and will be heard with respect to the public hearings. For information on Virtual Commission Meeting procedures please visit www.opalockafl.gov.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (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



2,824 SF 8 MPD (S)



PARCEL DATA	
MURPHY PARCEL	3.7 ACRES
GREENSPACE PROVIDED	1.07 ACRES
REQUIRED PARKING	1 PER 750 S.F. (8 SPACES)
PARKING SPACES PROVIDED	10 (14 UNDER CANOPY)
ZONING	R-2 (COMMERCIAL/LIBERAL)
SETBACKS	
FRONT (ROAD FRONTAGE)	10' MIN.
SIDE STREET	10' MIN.
INTERIOR SIDE	10' MIN.
REAR	10' MIN.
STORAGE	
	T.B.D.



NOTES

1. THIS IS A PRELIMINARY SITE PLAN. AS SUCH, REGULATORY REVIEW AND PERMIT CONSIDERATION IS REQUIRED.
2. PROPOSED ACCESS SHOWN ON PLAN IS SUBJECT TO COUNTY/CITY APPROVAL.
3. A CURRENT SURVEY IN CAD IS REQUIRED TO VERIFY PROPERTY LIMITS.
4. THE SITE IS WITHIN THE JURISDICTION OF OPA-LOCKA.
5. FUELING STATIONS ARE PERMITTED BY SPECIAL EXCEPTION, DISCRETIONARY APPROVAL AND PUBLIC HEARING REQUIRED.
6. FDOT ACCESS AND DRAINAGE APPROVAL REQUIRED FOR CONNECTION TO 27TH AVE.
7. LIMITED INFORMATION ON CURRENT DRAINAGE SYSTEM EXFILTRATION WILL BE REQUIRED FOR NEW DEVELOPMENT.
8. SITE IS COMPOSED OF SEVERAL PARCELS DIVIDED BY R.O.W. VACATION OF EXISTING R.O.W. MAY BE REQUIRED.
9. OVERHEAD UTILITY LINES CURRENTLY RUNNING THROUGH SITE WILL NEED TO BE RELOCATED.

MURPHY OIL USA, INC.
MURPHY
USA

200 PEACH STREET
 EL DORADO, AR 71731-7000

SHEET NO. CSP

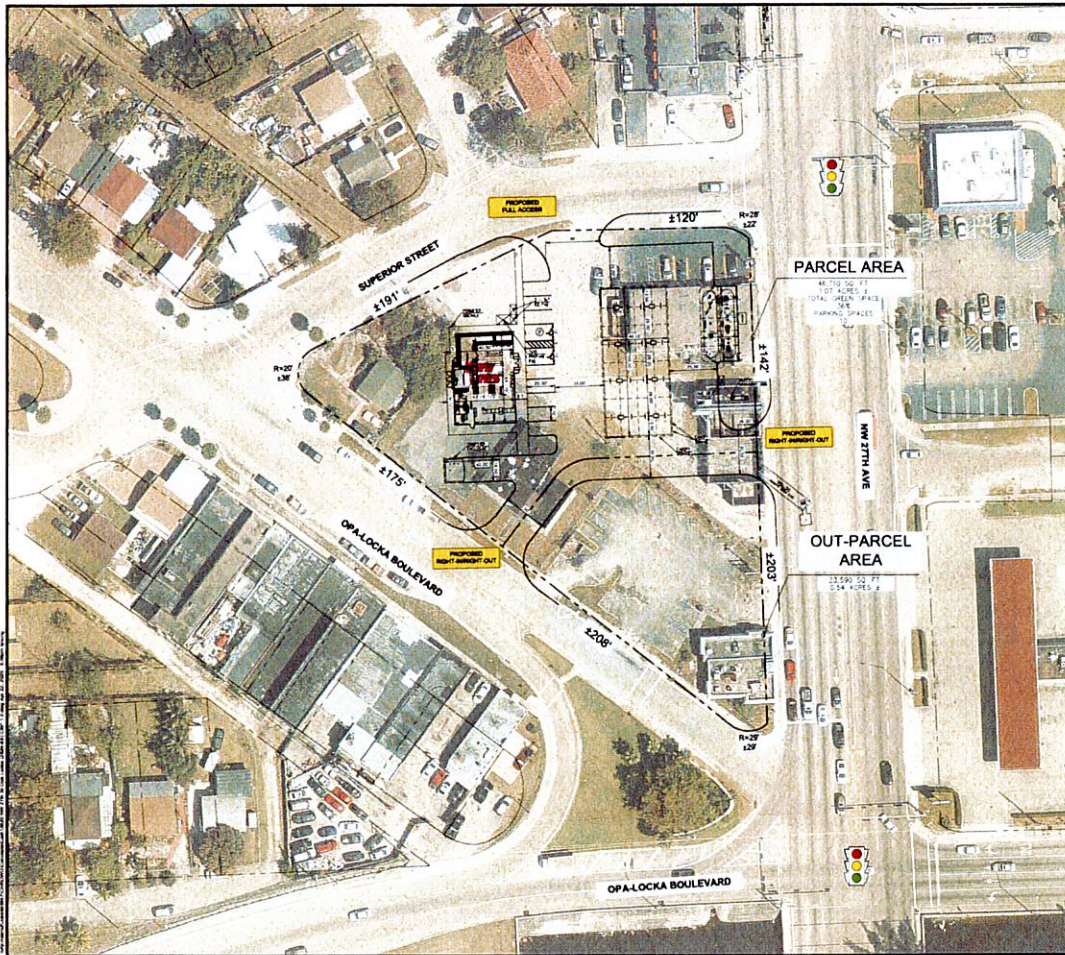
CONCEPTUAL SITE PLAN

13620 NW 27TH STREET
OPA-LOCKA

cph

Full Service A & E Firm

Planning
 Engineering
 Environmental
 Surveying
 Surveying
 Traffic Engineering



2,824 SF 8 MPD (S)



PARCEL DATA	
MURPHY PARCEL	1.7 ACRES
GREENSPACE PROVIDED	36%
REQUIRED PARKING	1,788 (1,788 SF)
PARKING SPACES PROVIDED	10 (18 UNDER CANOPY)
ZONING	B-2 (COMMERCIAL/GENERAL)
SETBACKS	
FRONT (ROAD FRONTAGE)	10 MIN
SIDE STREET	10 MIN
INTERIOR SIDE	10 MIN
REAR	10 MIN
SEALAGE	T.B.D.



- NOTES
1. THIS IS A PRELIMINARY SITE PLAN. AS SUCH, REGULATORY REVIEW AND PERMIT CONSIDERATION IS REQUIRED.
 2. PROPOSED ACCESS SHOWN ON PLAN IS SUBJECT TO COUNTY/CITY APPROVAL.
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 6. FOOT ACCESS AND (SEWERAGE) APPROVAL REQUIRED FOR CONNECTION TO 27TH AVE.
 7. LIMITED INFORMATION ON CURRENT DRAINAGE SYSTEM. EXPLORATION WILL BE REQUIRED FOR NEW DEVELOPMENT.
 8. SITE IS COMPOSED OF SEVERAL PARCELS DIVIDED BY R.O.W. VACATION OF EXISTING R.O.W. MAY BE REQUIRED.
 9. OVERHEAD UTILITY LINES CURRENTLY RUNNING THROUGH SITE WILL NEED TO BE RELOCATED.

SHEET NO. **CSP**

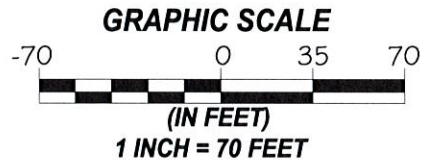
CONCEPTUAL SITE PLAN
MURPHY EXPRESS
13800 NW 27TH STREET
FLORIDA
OPA-LOCKA

ePH
www.e-ph.com
A Full Service
A & E Firm
Engineers
Architects
Interior Architects
Landscape Architects
Planners
Surveyors
GIS Professionals

MURPHY OIL USA, INC.
MURPHY
200 PEACH STREET
USA
EL DORADO, AR 71731-7000

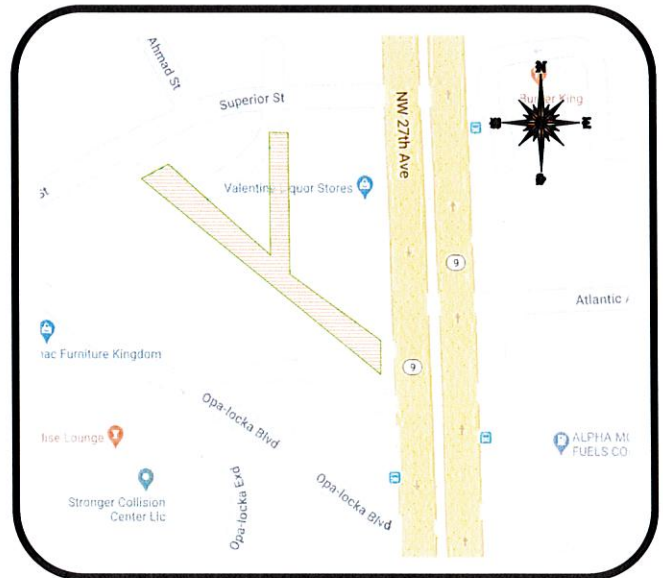
SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION

THIS IS NOT A SURVEY



ABBREVIATIONS:

SQ. FT = SQUARE FEET
N.A.P. = NOT A PART
P.B. = PLAT BOOK
PG. = PAGE
CL = CENTER LINE



LOCATION SKETCH

SCALE = N.T.S.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF BLOCK 148, OF PLAT NO. THREE OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE 20 FOOT ALLEY IN BLOCK 148 OF PLAT NO. THREE OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA. LESS AND EXCEPT THAT PART OF TRACT D, DEEDED TO COUNTY OF DADE FOR ROAD RIGHT OF WAY BY WARRANTY DEED DATES 11/22/44, FILED 11/28/44, IN DEED BOOK 2442, PAGE 471 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

CONTAINING AN AREA OF $\pm$ 8,798 SQ. FT

SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY:

JOHN IBARRA

03/23/2020

(DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.)

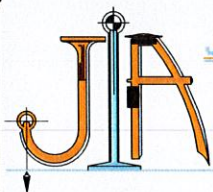
DRAWN BY: TB

DATE : 03/23/2020

SCALE: 1"=70'

SURVEY NO: 20-001284-1

SHEET: 1 OF 2



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 282-0400
FAX: (305) 282-0401

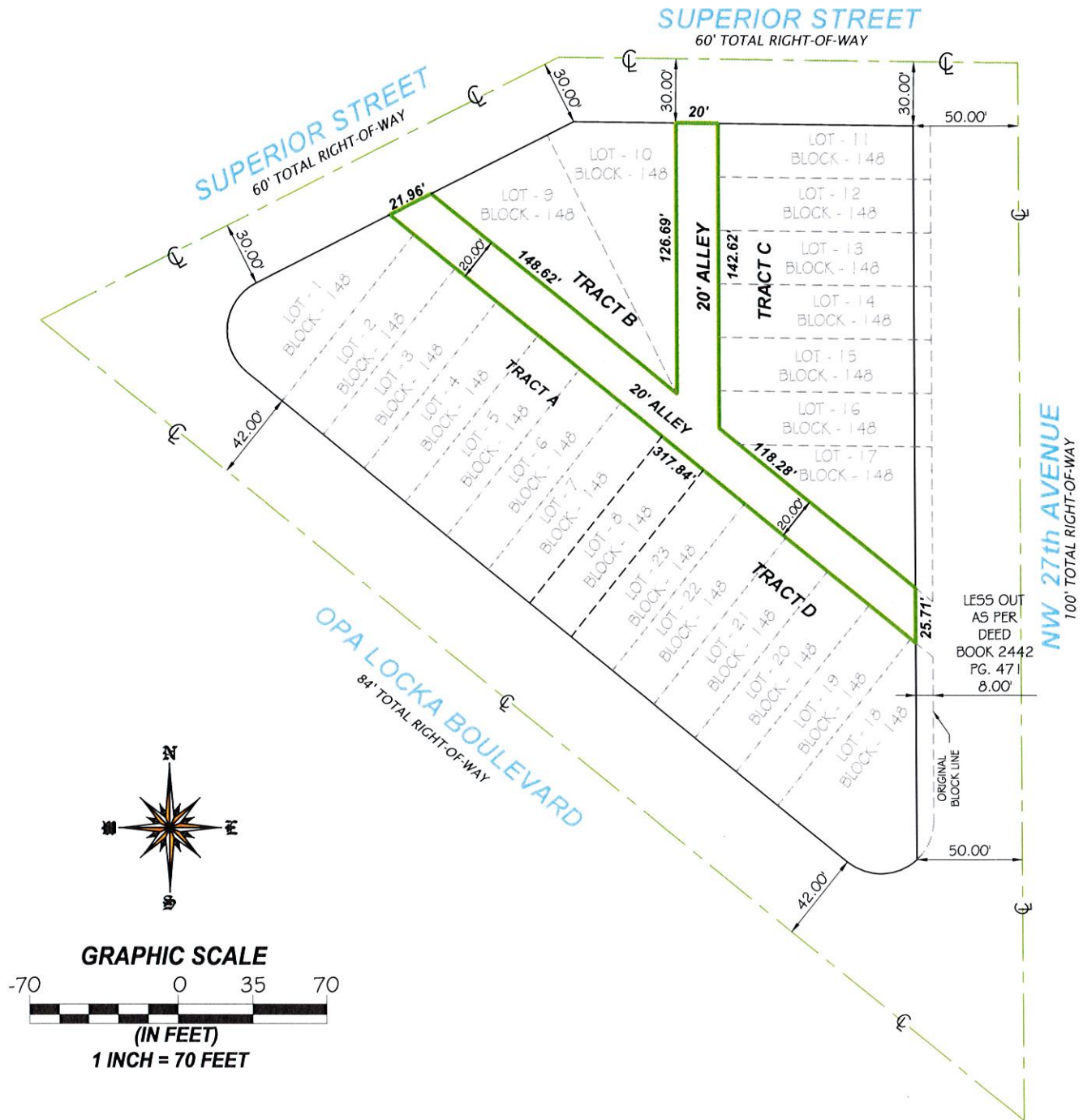
3725 DEL PRADO BLVD. S.
SUITE B
CAPE CORAL, FL 33904
PH: (239) 340-2860
FAX: (239) 340-2864



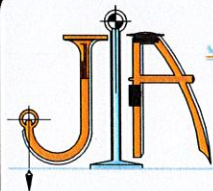
L.B.# 7806

SEAL

**SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
THIS IS NOT A SURVEY**



DRAWN BY:	TB
DATE :	03/23/2020
SCALE:	1"=70'
SURVEY NO:	20-001284-1
SHEET:	2 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33128
PH: (305) 262-0400
FAX: (305) 262-0401

3725 DEL PRADO BLVD. S.
SUITE 3
CAPE CORAL, FL 33904
PH: (239) 540-2960
FAX: (239) 540-2884



L.B.# 7806 SEAL

QUALIFICATIONS OF THE APPRAISER

Jeff Michael
300 SW 12 Avenue, Suite 3
Miami, Florida 33130
Telephone (786) 348-8999 – Fax (305) 285-2524

WORK HISTORY:

2014 to Present	Special Magistrate, Property Tax Appeals, Miami-Dade County Value Adjustment Board
2001 TO Present	Commercial Real Estate Appraiser
2000 TO 2001	Assistant Commercial Loan Underwriter, Skymar Capital Corporation
1999 TO 2000	Residential Mortgage Loan Processor, Wells Fargo Bank

PERSONAL: Engaged full time in real estate since 1999. Resident of Miami-Dade County, Florida since 2000.

LICENSES HELD IN THE STATE OF

FL: State-Certified General Real Estate Appraiser (to 11-30-2020)
Real Estate Sales Associate (to 3-31-2019)

EDUCATION: 1992-1996, University of Oregon – Small Business & Entrepreneurship
Appraisal Institute Course 550 – Advanced Applications
Appraisal Institute Course 540 – Report Writing & Valuation Analysis
Appraisal Institute Course 530 – Advanced Sales Comparison Approach and Income Approach
Appraisal Institute Course 520 – Highest and Best Use and Market Analysis
Appraisal Institute Course 510 – Advanced Income Capitalization
AB-I Fundamentals of Real Estate Appraisal
AB-II Appraising Residential and Income Properties
AB-IIB Income Capitalization Techniques
15 Hour USPAP National Course
2002-2014 Continuing Education

APPRAISAL SERVICES PROVIDED TO:

PARTIAL LIST

Ocean Bank
Total Bank
Banco Popular, NA
Union Credit Bank
Intercredit Bank
US Century Bank
Best Meridian Insurance Company
Starfund, LLC
BankAtlantic
Eastern National Bank
First Bank of Miami
One United Bank
Regions Bank
City of Miami
City of North Miami
Halpern & Associates

APPRAISAL ASSIGNMENTS

Assignments have included the appraisal of: Single family residential dwellings, duplexes, apartment buildings, shopping centers, office buildings, warehouses, condo conversions of offices, warehouses and apartment buildings, vacant land, acreage, subdivisions developments and special use properties such as gas stations, schools, libraries, churches, self storage facilities, etc.

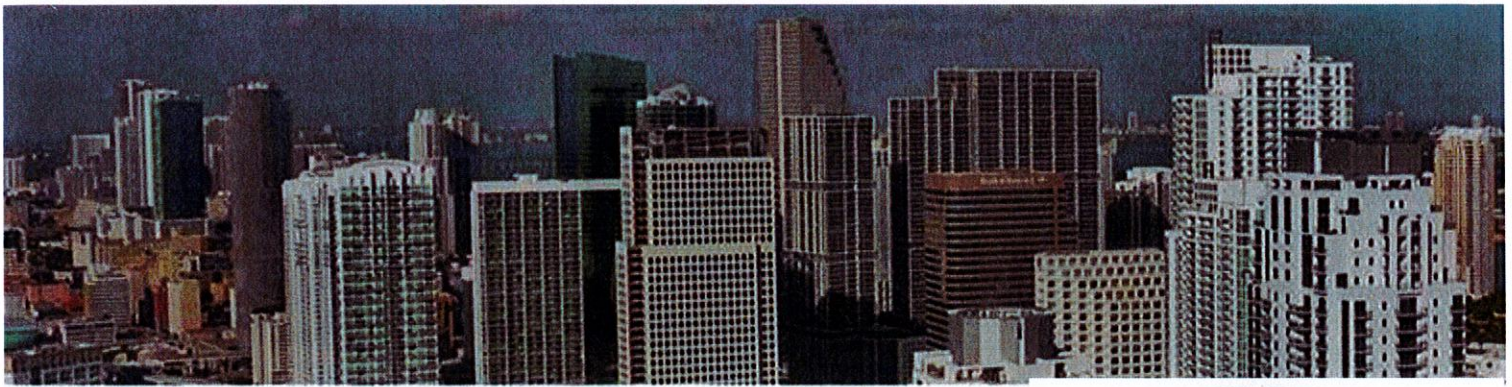
Testimony as expert witness, in both bankruptcy and divorce courts of Miami-Dade & Broward County, Florida.

Assignments have been completed throughout the State of Florida (Duval, Orange, Lee, Osceola, Polk, St. Lucie, Palm Beach, Charlotte, Collier, Sarasota, Miami-Dade, Broward & Monroe Counties).

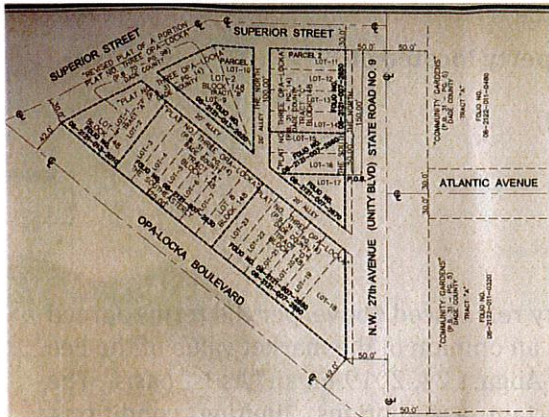


Jeff Michael

State Certified General Appraiser RZ 3042



**MIAMI APPRAISAL
Solutions**



APPRAISAL REPORT

File: 31976

Prepared for:

TNJ Realty LLC
Mr. William J Green Jr.
22578 SW 132 Avenue
Miramar, FL 33027

Vacant Land Property Appraisal Report

As of: August 24, 2019

Address: NW 27 Avenue & Superior Street
Opa Locka, FL 33054

Prepared by:

Jeff Michael;
State Certified General Real Estate Appraiser
RZ-3042

September 3, 2019

TNJ Realty LLC
Mr. William J Green Jr.
22578 SW 132 Avenue
Miramar, FL 33027



RE: Appraisal Report #31976

**Vacant Land property appraisal report for property located at
NW 27 Avenue & Superior Street, Opa Locka, FL**

Dear Mr. Green:

As requested, I have prepared an appraisal of the property referenced above, per the terms agreed upon in the Letter of Engagement. The appraisal develops an opinion of the market value of the Fee Simple estate in the above referenced real property as of August 24, 2019 on an "As Is" basis. The opinion of value reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report.

In order to carry out this assignment, a market study of real estate activity in the vicinity of the subject property has been conducted. This investigation included the collection and analysis of sales, offerings, and other developments which have occurred in the area in the recent past. The sources of this data included the Miami-Dade County records, our own data bank, other real estate brokers and appraisers, and knowledgeable individuals active in the area.

This appraisal has been completed in accordance with (a) all Federal banking regulations (primarily OCC Regulation 12 CFR Part 34, FDIC Regulation 12 CFR Part 323 and Title XI of the Financial Institution Reform, Recovery Enforcement Act of 1989 ("FIRREA"), and (b) the Uniform Standards of Professional Appraisal Practices and Conduct ("USPAP") as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

The subject is a public alley with a total area of 8,739 SF. The shape of the property is irregular and has frontage on 27 Avenue & Superior Street. Visibility and access are rated as average. Topography of the site is mostly level. Zoning is B-2 - Business District, Opa Locka. Flood zone is "X", as identified by Panel #12086C0303L, dated September 11, 2009.



The Market Value of the Fee Simple interest of the subject property in "as is" condition, as of August 24, 2019, is estimated to be:

FIFTY TWO THOUSAND DOLLARS

\$52,000

This letter of transmittal and the pages that follow constitute our report, including the data and analyses utilized in forming an opinion of value. Should you have any questions concerning this report, please do not hesitate to call our office.

Respectfully submitted,



Jeff Michael
State-Certified General Real Estate Appraiser
RZ 3042

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INTRODUCTION

Summary of Salient Facts and Conclusions

Client:	TNJ Realty LLC
Purpose of the Appraisal:	The purpose of this appraisal is to provide an opinion of the market value of the Fee Simple interest of the subject, in "as is" condition.
Intended Use of the Appraisal:	This appraisal is intended for the use of our client, TNJ Realty LLC, to assist with acquisition of the subject property.
Property:	Vacant Land located at NW 27 Avenue & Superior Street, Opa Locka, FL 33054
Folio:	N/A – Public Alley
Legal Description:	The subject is a public alley and does not have a legal description.
Effective Date of Appraisal:	August 24, 2019
Property Rights Appraised:	Fee Simple estate
Land Size:	8,739 SF
Overall Conditions:	Average
Zoning:	B-2 - Business District, Opa Locka
Highest and Best Use as Vacant:	The Highest and Best Use of the subject would be to incorporate with adjacent parcels so as to facilitate development.
Assessment Data:	The subject is public property and is not assessed.
Flood Zone:	Flood zone is "X", as identified by Panel # 12086C0303L, dated September 11, 2009.
Exposure Period:	Estimated at more or less 12 months
Marketing Time:	Estimated at more or less 12 months

Extraordinary Assumptions: None

Hypothetical Conditions: None

Valuation Summary

The Market Value of the Fee Simple interest of the subject property in "as is" condition, as of August 24, 2019, is estimated to be:

FIFTY TWO THOUSAND DOLLARS
\$52,000

Effective Date of the Appraisal/Date of the Report

The subject property has been inspected on various occasions throughout the process of preparing an appraisal report. A physical inspection of the site was conducted on, and the effective date the appraisal is August 24, 2019.

Purpose of the Appraisal

The purpose of this appraisal is to provide a market value opinion of the Fee Simple estate of the subject property, in "as is" condition.

Intended Use of the Appraisal

This appraisal is intended for the use of our client, TNJ Realty LLC, to assist with acquisition of the subject property.

Market Value Defined

Market value, as used in this appraisal report, is defined by the Appraisal Foundation, as:

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

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

Property Interests Appraised

Fee simple estate may be defined as the largest possible estate in real property. It is also known as an absolute estate because a person in possession has no restrictions or limitations upon his ownership, except that imposed by the State. For instance: imposition of taxes, public safety regulations and purchase by the State for public use. Title to this estate may be acquired: by deed, will, inheritance, adverse possession and may also be granted by the Court.

Lease fee interest, or landlord's interest. This is the type of ownership interest held by a landlord with the rights of use and occupancy transferred by the lease to others and is different from the fee simple estate, in which the person in possession has no restrictions or limitations upon his ownership, except that imposed by the State.

The rights of the landlord, lessor or lease fee owner are specified by contract terms contained within the lease (collection of rent, repossession of the property upon expiration of lease, and transfer or sale of property among others) and are different from the rights of tenant, lessee (to use, occupy, improve, or sublease during a certain term and conditions).

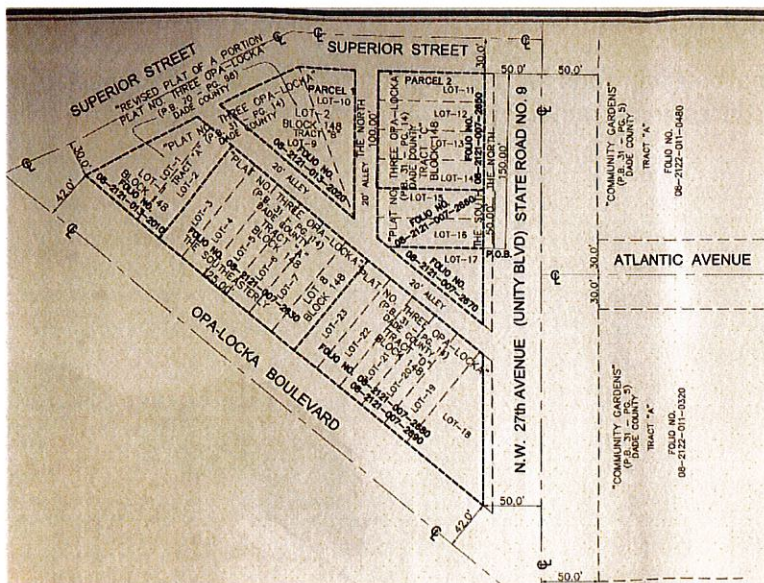
Leasehold interest, this is the type of interest held by a lessee (renter of tenant) through a lease transferring the rights of use and occupancy for a stated term under certain conditions.

The property is vacant land.

The interest appraised is the Fee Simple interest.

Property Identification

The subject property, located at NW 27 Avenue & Superior Street, Opa Locka, FL 33054, is a public alley and does not have a legal description. The property is identified on the survey below as the area marked public alley:



Sales History

No recorded sales prior three years

Listing/Contract Information

The subject is not currently advertised for sale on the Multiple Listing Service or Loopnet Services.

Extraordinary Assumptions

The report is not based on any Extraordinary Assumptions.

Hypothetical Conditions

The report is not based on any Hypothetical Conditions.

Scope of the Appraisal

In determining the market value of the subject, the following approaches were utilized:

Cost Approach – No

Sales Comparison Approach – Yes

Income Approach - No

As a part of the valuation process, the appraiser inspected the subject and surrounding properties, the neighborhood and the comparables. The highest and best uses were analyzed and determined for the subject both as vacant and as improved.

A search for comparable land sales was made based upon, but not limited to the following search criteria: 1) Similarly located land within the general area. 2) Date of sale within the past three years and 3) Similar potential use. The most comparable sales were then selected from those transactions which met these criteria.

The Cost Approach is based upon the premise that a prudent buyer will pay no more for a property than it would cost to reproduce or replace a substitute property with the same utility. The Cost Approach is a method in which the value of a property is developed by 1) estimating the replacement or reproduction cost new of the subject improvements, 2) deducting the estimated depreciation from all sources, and 3) adding this depreciated reproduction or replacement cost of the improvements to the site value. The site value is based upon a vacant site's being used to its highest and best use. Generally speaking, the site value is estimated by the Sales Comparison Approach. Replacement or reproduction cost new can be derived from reliable cost manuals or from interviews with reputable local contractors. Depreciation can be from physical, functional, or economic causes. Depreciation can be observed from rent loss or based upon a cost-to-cure. In all cases, information concerning depreciation is developed from the market by observing comparable properties.

The Sales Comparison Approach relies heavily upon the principle of substitution. Recent sales of similar properties are gathered, and a meaningful unit of comparison is developed. Then, a comparative analysis between the sales and the subject involves consideration for differences in location, time, terms of sale, and physical characteristics. The reliability of the Sales Comparison Approach depends, to a large extent, upon the degree of comparability between the sales and the subject. The major strengths of this approach include the reflection of actual market transactions and the fact that common denominators are fairly easily determined. The potential weaknesses of this approach arise from the fact that the data is historical and ideal comparables are usually very difficult to obtain.

The Income Approach to value is predicated upon the relationship between income and value. Although all of the appraisal principles are involved in this approach, the principle of anticipation is particularly applicable. This appraisal technique converts anticipated annual net income into an indication of value. This process is called capitalization, and it involves multiplying the annual net income by a factor or dividing it by a rate that weighs such considerations as risk, time, return on investment, and return of investment. The appropriateness of this rate or factor is critical, and there are a number of techniques by which it may be developed. The net income attributable to the subject property is estimated by subtracting vacancy, collection losses, and expenses from the

property's annual potential gross income. All of these figures are derived from market comparison of properties similar to the subject. The reliability of the Income Approach depends upon the reliability of income and expense estimates, the duration of the net annual income, the capitalization rate or factor used, and the method of capitalization. The weakness of this approach lies in the estimation of income and expenses and the fact that not all properties are suitable for this approach. The strength of this approach is its reflection of typical investor considerations as they analyze income-producing properties.

The applicability and reliability of each approach is considered in the determination of the final value estimate. This process is discussed in the reconciliation and final value estimate.

The subject is vacant land, and the Direct Sales Comparison Approach is applied.

FACTUAL DESCRIPTIONS

Neighborhood Description

A neighborhood can be defined as: "A portion of a larger community, or an entire community in which there is a homogeneous grouping of inhabitants, buildings, or business enterprises. Inhabitants of a neighborhood usually have a more than casual community interest and a similarity of economic level or cultural background. Neighborhood boundaries may consist of well-defined natural or man made barriers or they may be more or less well defined by a distinct change in land use or in the character of the inhabitants.

Neighborhoods may be devoted to such uses as residential, commercial, industrial, agricultural, cultural, and civic activities, or a mixture of these uses. Analysis of the neighborhood in which a particular property is located, is important due to the fact that the various economic, social political, and physical forces which affect the neighborhood also directly influence the individual properties within it. An analysis of these various factors as they affect value of the subject property is presented in the following discussion.

Neighborhood boundaries are NW 135 Stree to the south, NW 155 Street to the north, Douglas Road to the west and NW 17 Avenue to the east.

This is a mixed use area, with commercial development along main area thoroughfares. The area is +/-85% developed.

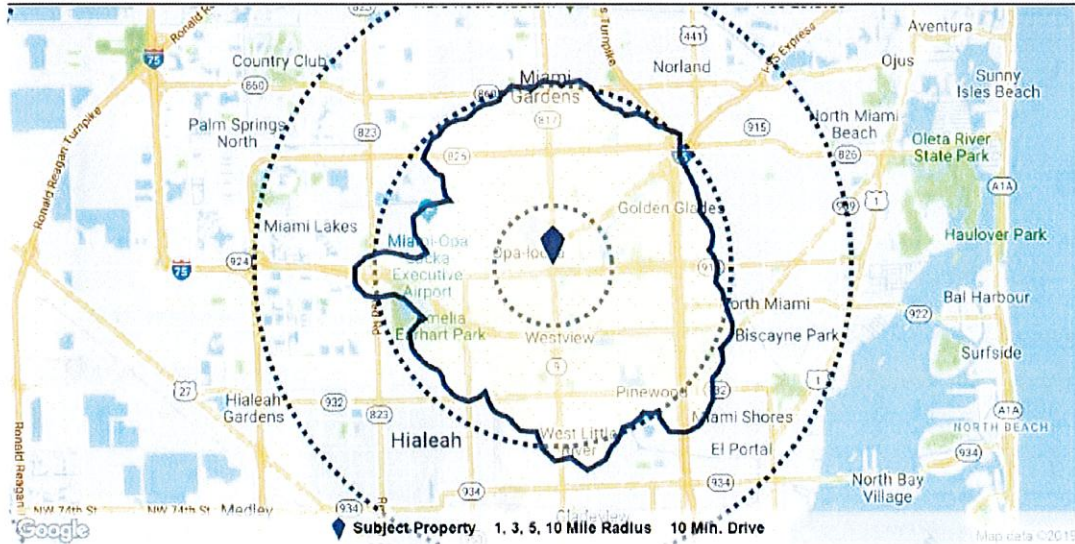
No unfavorable conditions that could impact marketability were observed during neighborhood inspection.

Demographic information is presented on the pages that follow.

Subject Property

13920 NW 27th Ave

DEMOGRAPHICS



	1 Mile	3 Miles	5 Miles	10 Miles	10 Min. Drive
Population					
Population	18,148	144,888	560,276	1,938,079	131,798
5 Yr Growth	2.7%	2.8%	3.4%	4.5%	2.8%
Median Age	34	37	38	40	37
5 Yr Forecast	36	38	39	41	38
White / Black / Hispanic	33% / 65% / 37%	42% / 56% / 44%	52% / 45% / 51%	69% / 27% / 59%	35% / 62% / 38%
5 Yr Forecast	35% / 63% / 40%	43% / 54% / 46%	53% / 44% / 52%	70% / 26% / 61%	37% / 61% / 40%
Employment	6,434	45,839	171,639	899,869	57,796
Buying Power	\$139.2M	\$1.5B	\$6.4B	\$29.8B	\$1.5B
5 Yr Growth	4.5%	3.7%	4.2%	5.8%	4.9%
College Graduates	8.5%	11.7%	13.7%	22.6%	15.6%
Household					
Households	6,071	42,172	173,847	698,154	38,754
5 Yr Growth	2.6%	2.7%	3.3%	4.3%	2.5%
Median Household Income	\$22,929	\$35,433	\$36,578	\$42,700	\$37,548
5 Yr Forecast	\$23,336	\$35,774	\$36,865	\$43,303	\$38,426
Average Household Income	\$35,355	\$47,166	\$49,973	\$63,016	\$48,817
5 Yr Forecast	\$36,229	\$47,750	\$50,577	\$64,079	\$49,730
% High Income (>\$75k)	14%	18%	20%	28%	19%
Housing					
Median Home Value	\$174,339	\$191,334	\$204,385	\$243,814	\$200,933
Median Year Built	1969	1963	1969	1978	1961
Owner / Renter Occupied	39% / 61%	61% / 39%	55% / 45%	52% / 48%	60% / 40%

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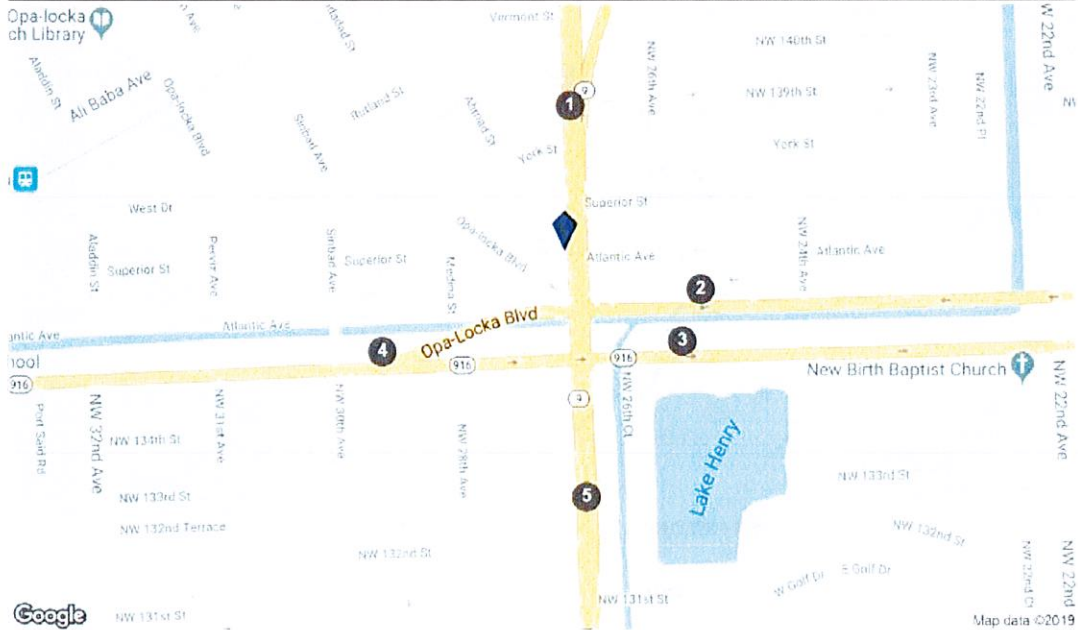
9/3/2019

Page 4

Subject Property

13920 NW 27th Ave

TRAFFIC COUNTS



COUNTS BY STREETS

Collection Street	Cross Street - Direction	Traffic Volume	Count Year	Dist from Subject
1 NW 27th Ave	NW 139th St - N	53,794	2018	0.13 mi
2 136 St	NW 139th St - N	16,005	2018	0.15 mi
3 NW 135th St	NW 26th Ct - W	15,727	2018	0.17 mi
4 NW 135th St	NW 28th Ave - E	24,429	2018	0.23 mi
5 NW 27th Ave	NW 132nd St - S	50,282	2018	0.27 mi

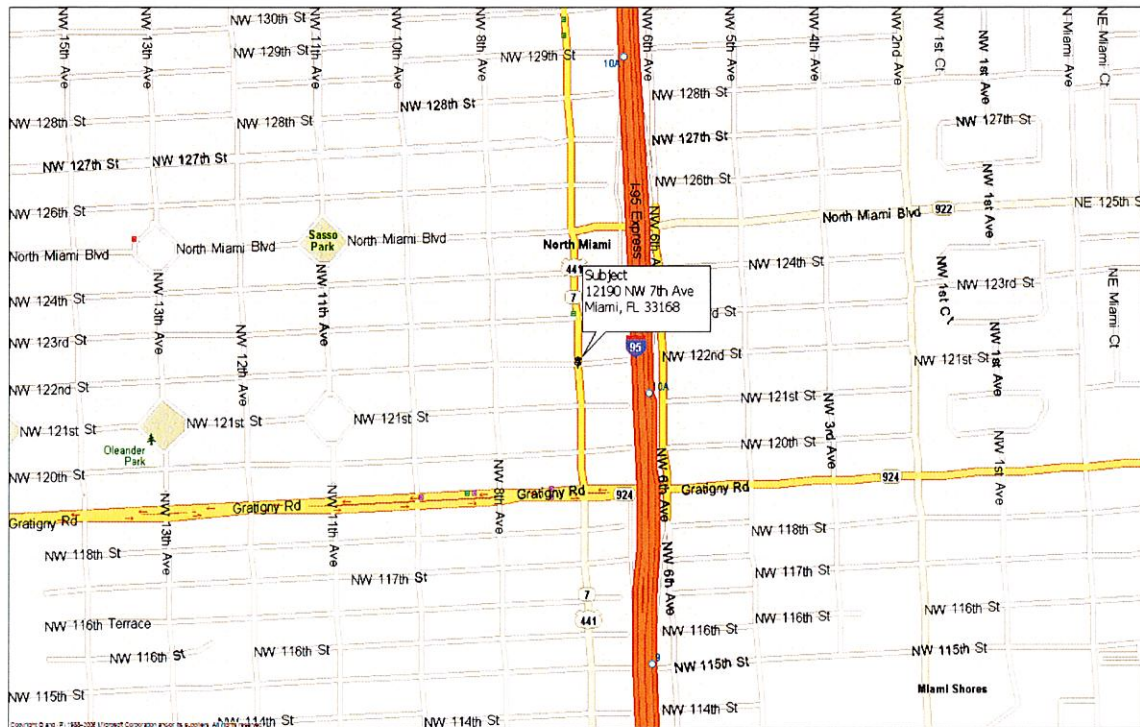
Income & Spending Demographics

13920 NW 27th Ave

	1 Mile		3 Miles		5 Miles		10 Min. Drive	
2019 Households by HH Income	6,072		42,172		173,846		38,754	
<\$25,000	3,236	53.29%	15,694	37.21%	62,857	36.16%	14,025	36.19%
\$25,000 - \$50,000	1,578	25.99%	11,957	28.35%	48,331	27.80%	10,727	27.68%
\$50,000 - \$75,000	418	6.88%	6,814	16.16%	27,463	15.80%	6,648	17.15%
\$75,000 - \$100,000	501	8.25%	3,927	9.31%	16,687	9.60%	3,508	9.05%
\$100,000 - \$125,000	147	2.42%	1,787	4.24%	7,905	4.55%	1,672	4.31%
\$125,000 - \$150,000	70	1.15%	806	1.91%	4,409	2.54%	893	2.30%
\$150,000 - \$200,000	91	1.50%	783	1.86%	3,708	2.13%	877	2.26%
\$200,000+	31	0.51%	404	0.96%	2,486	1.43%	403	1.04%
2019 Avg Household Income	\$35,355		\$47,166		\$49,973		\$48,817	
2019 Med Household Income	\$22,929		\$35,433		\$36,578		\$37,548	

	1 Mile		3 Miles		5 Miles		10 Min. Drive	
Total Specified Consumer Spending	\$98.2M		\$861.0M		\$3.5B		\$781.7M	
Total Apparel	\$8.5M	8.68%	\$66.1M	7.68%	\$264.2M	7.47%	\$60.1M	7.69%
Women's Apparel	\$3.2M	3.27%	\$25.2M	2.93%	\$102.4M	2.90%	\$22.8M	2.92%
Men's Apparel	\$1.6M	1.65%	\$13.4M	1.55%	\$53.7M	1.52%	\$12.2M	1.56%
Girl's Apparel	\$738.3K	0.75%	\$5.3M	0.61%	\$20.5M	0.58%	\$4.8M	0.62%
Boy's Apparel	\$503.7K	0.51%	\$3.6M	0.41%	\$13.9M	0.39%	\$3.3M	0.42%
Infant Apparel	\$444.2K	0.45%	\$3.2M	0.37%	\$12.5M	0.35%	\$2.9M	0.37%
Footwear	\$2.0M	2.05%	\$15.5M	1.80%	\$61.2M	1.73%	\$14.1M	1.80%
Total Entertainment & Hobbies	\$7.5M	7.60%	\$61.3M	7.12%	\$252.6M	7.15%	\$116.0M	14.84%
Entertainment	\$1.2M	1.21%	\$10.2M	1.18%	\$42.0M	1.19%	\$9.3M	1.19%
Audio & Visual Equipment/Service	\$4.5M	4.61%	\$35.1M	4.08%	\$143.7M	4.06%	\$32.5M	4.16%
Reading Materials	\$150.3K	0.15%	\$1.6M	0.18%	\$6.8M	0.19%	\$1.4M	0.18%
Pets, Toys, & Hobbies	\$1.6M	1.62%	\$14.5M	1.68%	\$60.2M	1.70%	\$13.2M	1.68%
Personal Items	\$7.6M	7.70%	\$64.0M	7.44%	\$258.4M	7.31%	\$59.6M	7.62%
Total Food and Alcohol	\$30.7M	31.25%	\$254.4M	29.54%	\$1.1B	29.74%	\$230.1M	29.43%
Food At Home	\$19.9M	20.31%	\$162.4M	18.86%	\$654.7M	18.52%	\$146.9M	18.80%
Food Away From Home	\$9.4M	9.60%	\$80.7M	9.37%	\$345.0M	9.76%	\$73.2M	9.36%
Alcoholic Beverages	\$1.3M	1.34%	\$11.3M	1.31%	\$51.4M	1.45%	\$10.0M	1.28%
Total Household	\$12.5M	12.69%	\$113.1M	13.13%	\$464.9M	13.15%	\$102.3M	13.08%
House Maintenance & Repair	\$2.3M	2.35%	\$25.6M	2.98%	\$97.1M	2.75%	\$23.0M	2.95%
Household Equip & Furnishings	\$5.5M	5.65%	\$46.1M	5.35%	\$192.4M	5.44%	\$41.4M	5.30%
Household Operations	\$3.9M	3.95%	\$33.6M	3.90%	\$139.8M	3.95%	\$30.6M	3.91%
Housing Costs	\$722.9K	0.74%	\$7.8M	0.90%	\$35.6M	1.01%	\$7.2M	0.93%

Neighborhood Map



Site Analysis

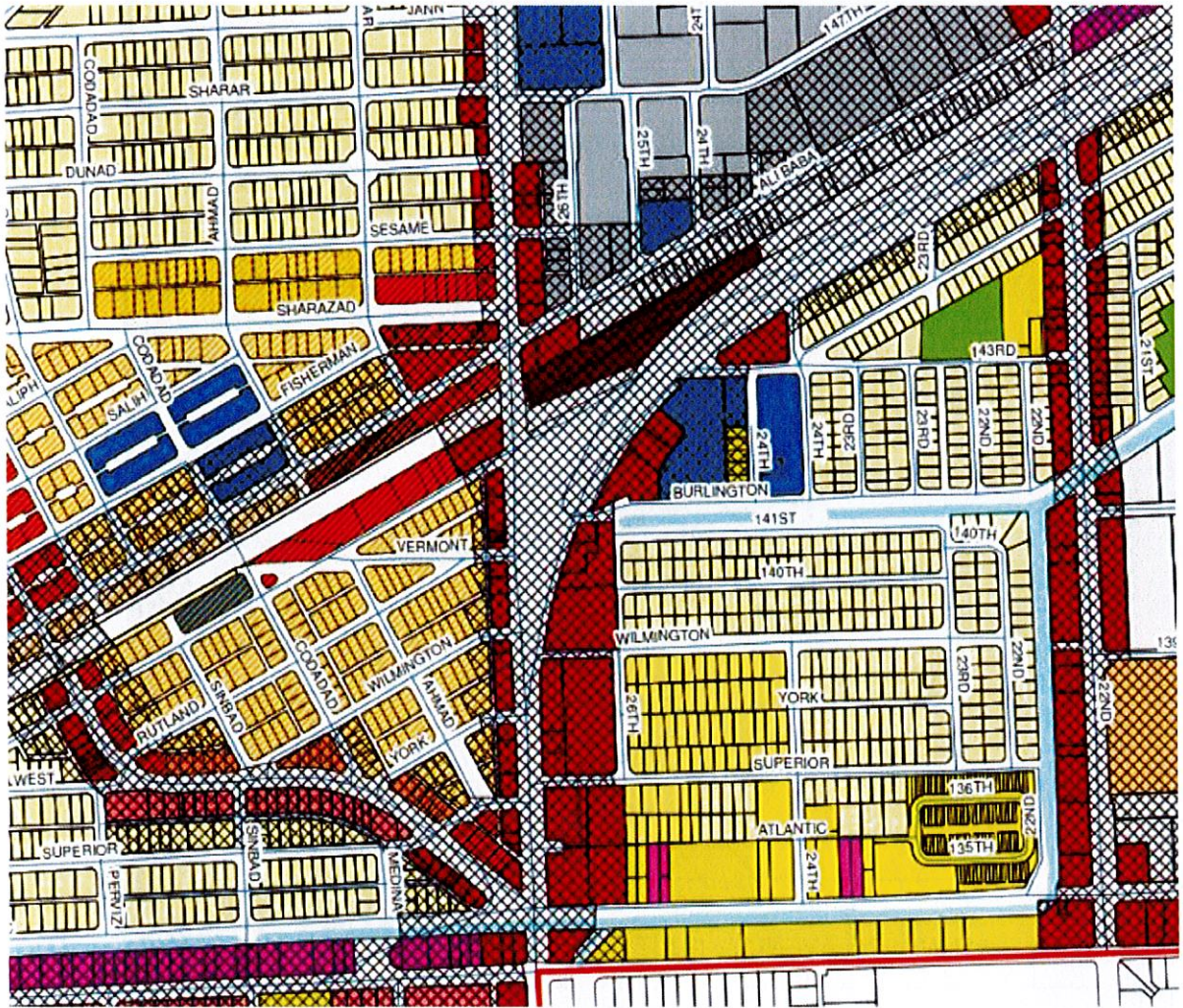
Location:	NW 27 Avenue & Superior Street Opa Locka, FL 33054
Assessor's Parcel Number:	None – Public Alley
Land Area:	8,739 SF Size as per Public Records.
Shape:	Irregular
Road Frontage:	±20' along 27 Avenue and 20' along Superior Street.
Access:	The subject property is accessed by 27 Avenue & Superior Street.
Visibility:	Visibility from surrounding development is rated as average.
Terrain:	Mostly level.
Utilities:	All utilities appear to be available.
Adjacent Properties:	The subject is part of a corridor of commercial development running along both sides of NW 27 Avenue.
Flood Plain:	Flood zone is "X", as identified by Panel #12086C0303L, dated September 11, 2009.
Drainage:	Drainage appears to be Adequate, although an inspection was not made during a heavy rain period.
Landscaping:	None.

Easements/Encumbrances:	Inspection did not reveal any easements that could affect marketability. In the performance of this appraisal, we did not find, nor were we made aware of an easements or encroachments (other than standard utility easements) that would have an adverse effect on the subject. We suggest that a legal opinion be obtained to ensure that no adverse easements or encroachments exist.
Zoning/Restrictions:	B-2 - Business District, Opa Locka
Environmental Regulations:	No hazardous materials were observed during inspection of the subject property. We have no knowledge of the existence of such materials on or in the property. We recommend the employment of a qualified environmental firm to detect any environmental problems which might exist, as we are not qualified in this area of expertise.
Parking:	The property is vacant land

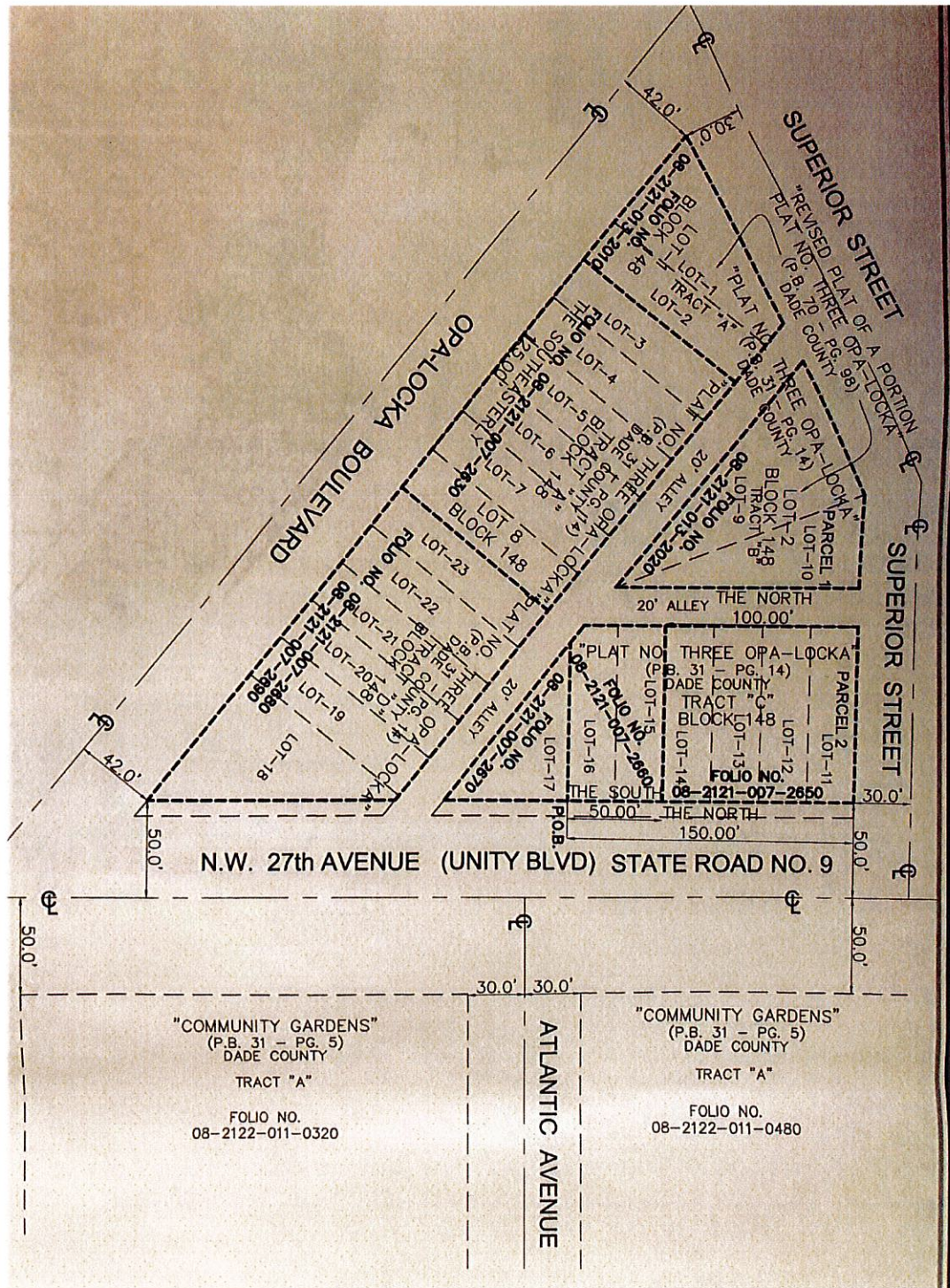
Conclusion

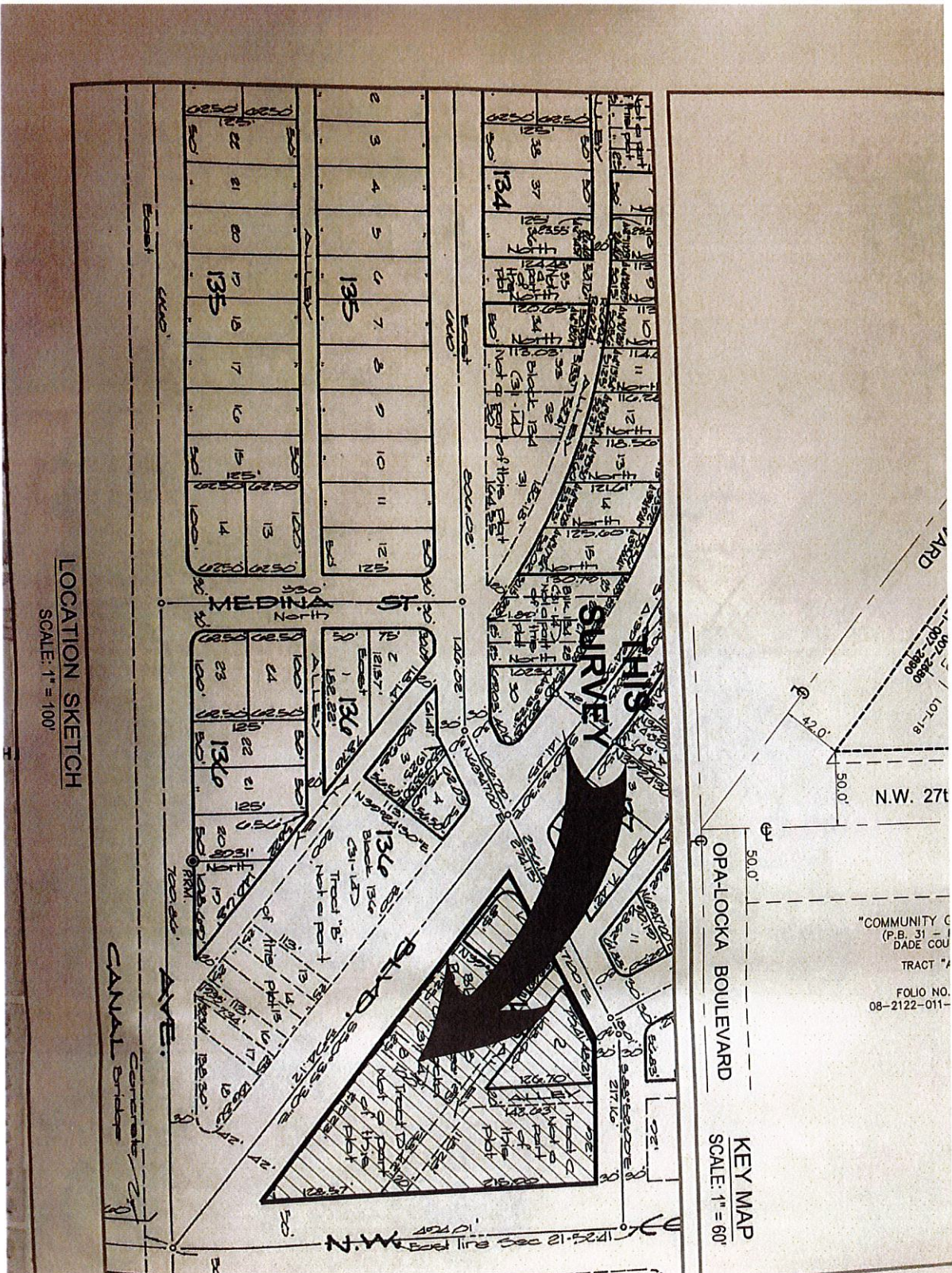
Review of the above findings indicates that overall characteristics of the site are average and similar to most sites in the area. No unfavorable conditions affecting marketability were observed.

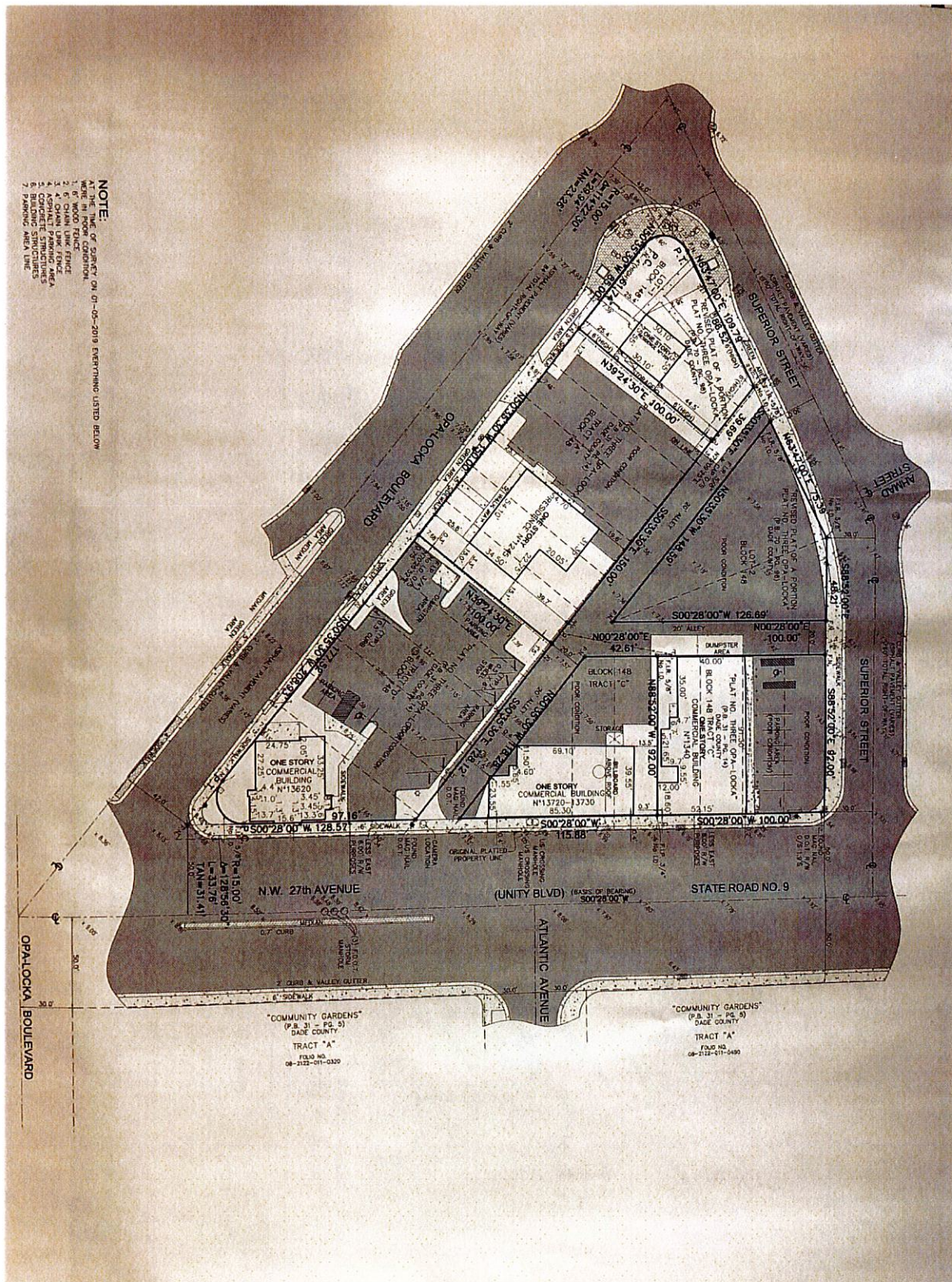
Zoning and Flood Maps



Survey







Subject Photographs



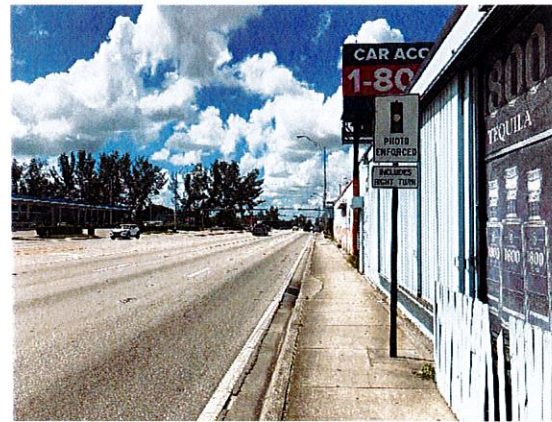
View From 27 Avenue



View From Superior Street



Facing East



Street View

Real Estate Tax Information

The subject is a public alley, and is not assessed or taxed.

The land assessment of surrounding parcels is presented in the table below:

Address	Land Size	Land Assessment	Land Assessment/SF
13720 NW 27 Avenue	3,739	\$ 41,129	\$ 11.00
13730 NW 27 Avenue	4,678	\$ 51,458	\$ 11.00
1340 Superior Street	9,200	\$ 101,200	\$ 11.00
1350 Superior Street	8,144	\$ 89,584	\$ 11.00

Zoning

The subject is zoned B-2 - Business District, Opa Locka. This is a district which permits a wide range of commercial uses. A copy of the pertinent zoning code is retained in file.

Highest and Best Use Analysis

Four criteria are examined in order to determine the highest and best use of the subject property. The criteria and their applicability to the subject, both "as vacant" and "as improved" are as follows:

Legally Permissible: a legally permissible use is determined primarily by current zoning regulations. However, other considerations such as long-term leases, deed restrictions, and environmental regulations may preclude some possible highest and best use.

Physically Possible: the size, shape and topography affect the uses to which land may be developed. The utility of a parcel is dependent on its frontage and depth. Sites with irregular shapes may be more expensive to develop, and topography or subsoil conditions may make utilization too costly or restrictive. Highest and best use as improved also depends on physical characteristics such as condition and utility.

Financially Feasible: the use of the property is analyzed to make a determination as to the likelihood that the property is capable of producing a return which is greater than the combined income needed to satisfy operation expenses, debt service, and capital amortization. Any use that is expected to produce a positive return is classified as financially feasible.

Maximally Productive: the use that provides the highest rate of return among financially feasible uses is the highest and best use. The use of the land must yield a profitable net return, and the quantity of land devoted to any specific use must be limited to that quantity which will yield a maximum return to each owner.

Highest and Best Use as Vacant

Legally Permissible

With the subject site being vacant and available for use, the current zoning would be the legal restraint on what improvements could be placed on the site. Subject site is zoned B-2 - Business District, Opa Locka, which permits a wide variety of commercial uses.

Physically Possible

The size and shape of the subject does not permit development. The utilities serving the subject site are adequate for many uses. The property visibility from the street is average, accessibility is average. The subject site physical aspects do not impose apparent physical limitations on development for the legally permissible uses. The current use as a public alley is physically possible.

Financially Feasible

Financially feasible refers to legal uses which are physically possible and have a sufficient demand to produce a positive return. Once the physically possible and legally permissible potential land uses have been determined, the next step in estimating the highest and best use is to determine which uses are economically feasible. Development as is is not physically possible and therefore not financially feasible.

Maximally Productive

Among the physically possible, legally permissible and financially feasible uses, the maximally productive use of the site represents the Highest and Best Use. Based on the above criteria, the maximally productive use of the site would be to combine the site with adjacent properties so as to facilitate development.

Sales Comparison Approach to Value

The Sales Comparison Approach draws heavily upon the principle of substitution. In essence, this principle states that a prudent purchaser will pay no more for any particular property than it would cost him to acquire an equally desirable alternate property. This approach consists of the comparison of similar property, which has recently sold or is currently being offered for sale. This comparison process involves making adjustments between the subject property and the comparable properties on an item-by-item basis. The factors considered in the comparison include date of sale, conditions of the sale (including financial terms), and physical characteristics. The subject property is the standard, and the adjustments are made to the sale price of the comparable property in order to arrive at an indication of value for the subject.

The weakness of this approach includes the fact that there may be inadequate data in the marketplace to justify its use, the fact that it is based upon historical data rather than future expectations, and the fact that the conditions of comparability may not closely conform to the subject property. Its strength lies in the fact that it reflects actual market behavior of typical purchasers under current market conditions. In short, the reliability of this approach depends upon the comparability of the comparable properties, verification of sales data, the conditions under which the property is sold, and the date of the sale. This approach is applicable to both vacant and improved properties.

In order to estimate the value of the subject property as improved, the Miami-Dade County Deed Records were searched for recent comparable sales. In addition, real estate brokers were consulted for information on properties that would be in competition with the subject if it were offered for sale on the open market.

Of the sales reviewed, based on the above criteria, the following sales represent the best available from the market to determine the subject's market potential under this valuation approach. While some are more ideal than others, the appraisers believe that they represent a sufficient sample of the data reviewed to illustrate a sound market-based conclusion for the subject.

Listed on the following pages are sales used in this analysis.

Improved Comparable Sale 1



Location Data

Location: NW 122nd Street & 27 Avenue
Miami, FL
Folio No: 30-2127-011-0200, 30-2127-010-0120

Physical Data

Land Area: 26,288 SF
Property Condition: Average
Zoning: NCUAD

Sale Data

Sale Price: \$385,000
Sale Price/Land SF: \$14.65
Date: June 2018
Grantor: The Quin Group Inc
Grantee: Can Community Health Inc

Recorded at: 31041-3011
Financing: No recorded mortgage.
Confirmation Source: Selling agent.
Sales History: No recorded sales prior three years.

Income & Expense Data

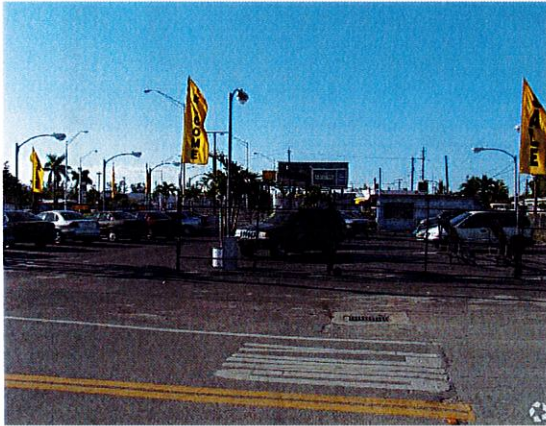
N/A

Comments:

This comparable is the sale of a vacant land development site.

The zoning of this site is NCUAD – North Central Urban Area District, which allows for higher density development (12 stories) as compared to the subject.

Improved Comparable Sale 2



Location Data

Location: 14060 & 14040 NW 27 Avenue
Opa Locka, FL
Folio No: 08-2121-007-2490 & 2500

Physical Data

Bldg. Area: 2,174 SF
Land Area: 20,700 SF
Year Built: 1946 & 1957
Property Condition: Average
Zoning: B-2
Land/Building Ratio: 9.52

Sale Data

Sale Price: \$550,000
Sale Price/Land SF: \$26.57
Date: September 2018
Grantor: Mandy Auto Sale Corp Inc.
Grantee: Mia On Wheels Corp Inc.
Recorded at: 31190-1285
Financing: No recorded mortgage.
Confirmation Source: Public records.
Sales History: No recorded sales prior three years.

Income & Expense Data

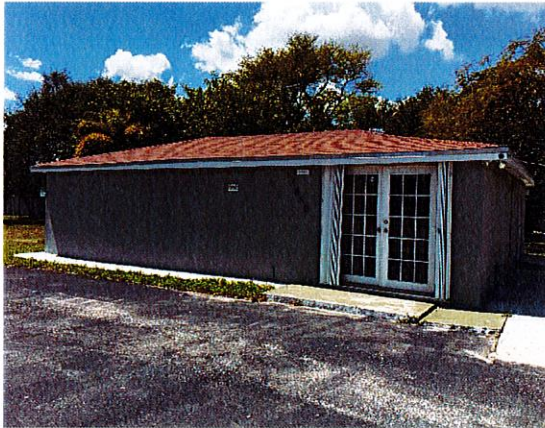
N/A

Comments:

This comparable is the sale of a auto sales lot located near the subject. This site has 2 small improvements, used as sales and administrative offices.

This property was purchased by the owner of an adjacent property, which may have provided additional motivation and induced the buyer to play a higher price.

Improved Comparable Sale 3



Location Data

Location: 14880 NW 27th Avenue
Opa Locka, FL
Folio No: 08-2121-002-0520 & 0510

Physical Data

Bldg. Area: 961 SF
Land Area: 16,355 SF
Property Condition: Average
Zoning: R-1
Land/Building Ratio: 17.01

Sale Data

Sale Price: \$240,000
Sale Price/Land SF: \$14.67
Date: July 2018
Grantor: CVV2 Funding Llc Trs
Grantee: De La Paz Estate Llc

Recorded at: 31085-4431
Financing: No recorded mortgage.
Confirmation Source: Selling agent.
Sales History: The property sold for \$185,000 in February 2016.

Income & Expense Data

N/A

Comments:

This comparable is the sale of a site near the subject. The property is improved with a small building, built out for office use.

Improved Comparable Sale 4



Location Data

Location: NW 22nd Avenue
Opa Locka, FL
Folio No: 08-2122-025-0270

Physical Data

Land Area: 42,531 SF
Property Condition: Average
Zoning: B-2

Sale Data

Sale Price: \$450,000
Sale Price/Land SF: \$10.58
Date: October 2017
Grantor: Yunion Antonio Taveras
Castillo
Grantee: Miami Opa Locka Business
Park Llc
Recorded at: 30743-1956
Financing: No recorded mortgage.
Confirmation Source: Selling agent.
Sales History: No recorded sales prior three
years.

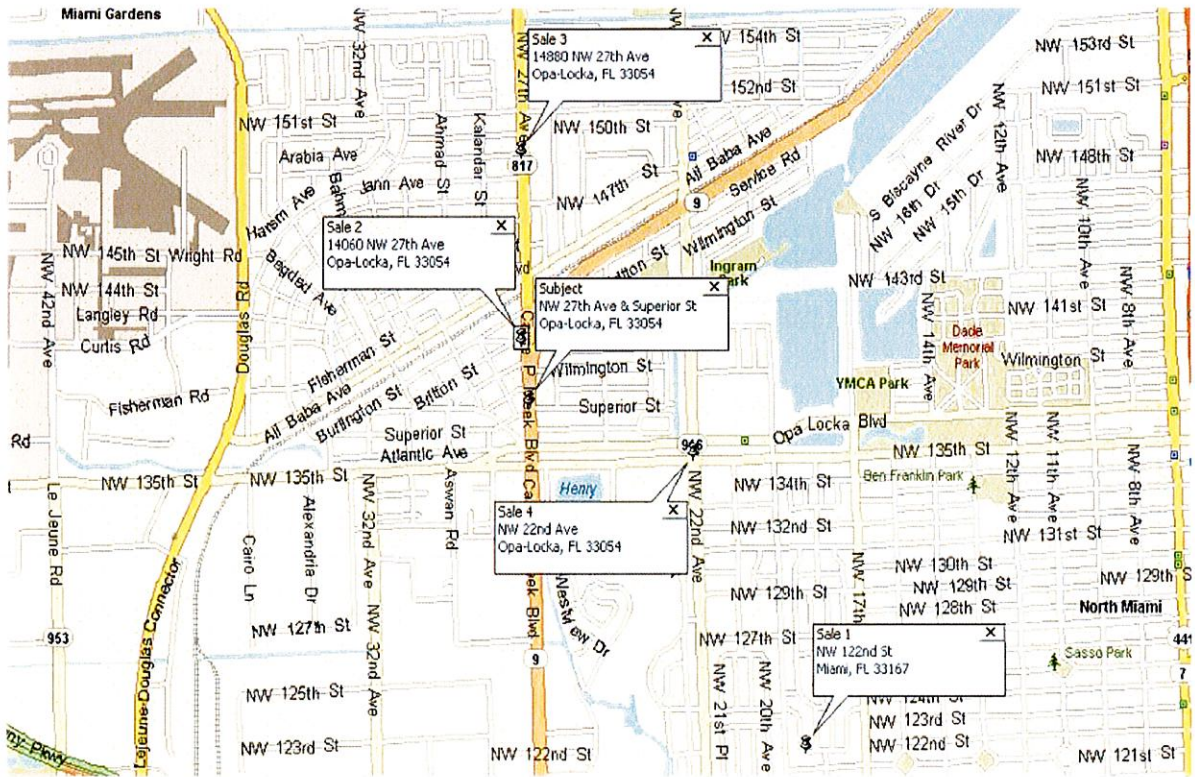
Income & Expense Data

N/A

Comments:

This comparable is the sale of a development site located near the subject.

Sales Location Map



Improved Sales Analysis

Extraction of Adjustments

Property Rights - The transaction price of a sale is always based on the real property interest conveyed. In this instance, the subject property is leased, and we are appraising the Fee Simple interest. No adjustments are warranted.

Conditions of Sale - Adjustments made for conditions of sale usually reflect atypical motivations of the buyer and seller at the time of conveyance. Based upon the research performed, it is believed that all of the comparable sales involved regular arms-length transactions without the presence of duress or adverse market influence. As such, no adjustments were warranted.

Financing Terms - Prices paid in acquiring property may differ due to the financing involved, if any. No adjustments are warranted for financing terms.

Market Conditions/Time - Market conditions may change between the time of sale of a comparable property and the date of the appraisal of the subject property. Changed market conditions often result from various causes, such as inflation, changing demand, and changing supply. Time itself is not the cause for the adjustment. No adjustments are warranted for Market Conditions/Time.

Location - Location considerations include such factors as proximity to surrounding land use plus accessibility to supporting development and transportation routes. Sale 4 is located on NW 22 Avenue, an inferior location, upward adjustment is warranted.

Size - The subject is 8,739 SF in size. No adjustments are warranted for size.

Zoning - The subject is zoned B-2 - Business District. Sale 1 has superior zoning, downward adjustment is warranted.

Utilities - The subject has adequate access to utilities. No adjustments are warranted for utilities.

Clearing/Fill - The subject is cleared and filled. No adjustments are warranted.

Buildable - The subject property, due to its shape, is not buildable. All of the comparables are suitable for development. Downward adjustment is warranted. While it is not possible to quantify the size of this adjustment from the comparable sales, as none of the sales are sales of non buildable sites, the adjustment should be significant. Downward adjustment in the range of +/-50% is applied.

Improvements - The subject property is a vacant site. Sales 2 & 3 are improved sites, downward adjustment is warranted.

Summary of Improved Sales with Adjustments

Comp No.	Subject	1	2	3	4
Address	NW 27 Avenue & Superior Street	NW 27 Ave & NW 122nd Street	14060 & 14040 NW 27 Avenue	14880 NW 27th Avenue	NW 22nd Avenue
City	Opa Locka	Miami	Opa Locka	Opa Locka	Opa Locka
Date of Sale	---	06/18	09/18	07/18	10/17
Sale Price	---	\$385,000	\$550,000	\$240,000	\$450,000
Bldg. Size (SF)	---	---	2,174	961	---
Land Area (SF)	8,739	26,288	20,700	16,355	42,531
SP/Land SF	---	\$14.65	\$26.57	\$14.67	\$10.58
Property Rights	---	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	---	None	None	None	None
Conditions of Sale	---	Typical	Bought by owner of adjacent property	Typical	Typical
Zoning	B-2	NCUAD	B-2	B-2	B-2

Qualitative Adjustments

Conditions of Sale			-		
Financing Terms					
Months Elapsed		14	11	13	22
Market Conditions/Time					
Location					+
Qualitative Analysis	NW 27 Ave	Comparable	Comparable	Comparable	Inferior
Size					
Qualitative Analysis	8,739 SF	Comparable	Comparable	Comparable	Comparable
Zoning		-			
Qualitative Analysis	B-2	Superior	Comparable	Comparable	Comparable
Utilities					
Qualitative Analysis	Available	Comparable	Comparable	Comparable	Comparable
Clearing/Fill					
Qualitative Analysis	Cleared & Filled	Comparable	Comparable	Comparable	Comparable
Buildable		-	-	-	-
Qualitative Analysis	Not Buildable	Superior	Superior	Superior	Superior
Improvements			-	-	
Qualitative Analysis	No Improvements	Comparable	Superior	Superior	Comparable
Total Net Adjustments		-	-	-	-

Value Conclusion

Sale 1 is the sale of a development site that sold for \$14.65/SF. Downward adjustment is warranted for zoning. The subject is not a buildable site, while this site can be developed, downward adjustment is warranted. The subject should sell for a lower price per SF than the amount indicated by this sale.

Sale 2 is the sale of an auto sales property that sold for \$26.57/SF. Downward adjustment is warranted for conditions of sale, as the buyer of the property owned the adjacent parcel, which may have provided atypical motivation. Downward adjustment is warranted for improvement contribution, as this property has 2 small office buildings. The subject is not a buildable site, while this site can be developed, downward adjustment is warranted. The subject should sell for a lower price per SF than the amount indicated by this sale.

Sale 3 is the sale of a commercial building that sold for \$14.67/SF. Downward adjustment is warranted for improvement contribution. The subject is not a buildable site, while this site can be developed, downward adjustment is warranted. The subject should sell for a lower price per SF than the amount indicated by this sale.

Sale 4 is the sale of a development site that sold for \$10.58/SF. Upward adjustment is warranted for location. The subject is not a buildable site, while this site can be developed, downward adjustment is warranted. The subject should sell for a lower price per SF than the amount indicated by this sale.

Sale 2 has the most improvements, was purchased by the owner of an adjacent property, and may have included business value. This sale requires the most adjustment and is therefore given least weight in selection of a final value.

The grid summarizes the adjustments made to each sale. It is the appraiser's opinion after reviewing these sales and consideration of current market conditions; the subject property has a Fee Simple value of approximately \$6.00 per square foot of land area. The results of this analysis indicate that the subject has an overall Fee Simple value of \$52,000 (Rd).

IMPROVED SALES ANALYSIS			
Qualitative Analysis			
Sale No.	Price/SF	Net Adjustment	
Sale 2	\$26.57	-	
Sale 3	\$14.67	-	
Sale 1	\$14.65	-	
Sale 4	\$10.58	-	
Subject	---	---	
Concluded Value			
Concluded Price/SF	Land Size	Value	
\$6.00	×	8,739	= \$52,000

MARKET VALUE ESTIMATE

Indicated Value by Sales Comparison:

\$52,000

CERTIFICATION OF VALUE

THE APPRAISER/S HEREBY CERTIFIES/Y:

1. That he/they have no undisclosed interest in the subject property and the object of this appraisal, either past, present or contemplated. That his/their employment and compensation for rendering his/their opinion in this report is/are not contingent upon the value found, nor upon anything else other than the delivery of this report for the predetermined fee.
2. That to the best of his/their knowledge and belief, everything contained in this report is true, that no important facts have been overlooked or withheld from the report and that no one provided significant real property appraisal assistance to the person/s signing this certification.
3. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and they are his/their personal, impartial, and unbiased professional analyses, opinions, and conclusions.
4. That the appraisal has been made and the report rendered strictly in accordance with guidelines established by the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation; and Title XI of the Federal Financial Institution Reform Act of 1989. The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Sub-committee of the Florida Real Estate Commission.
5. That the estimated value of the property described herein is as defined elsewhere in this report and that the contract for the appraisal of said premises is fulfilled by the signer/s hereto upon the delivery of this appraisal duly executed.
6. The signor of the report has personally inspected the subject property.
7. The signors of this report have performed no services, appraisal or otherwise, related to the subject property in the three years preceding acceptance of this assignment.
8. The appraisal is of the date specified in this report, and only covers the premises described, NW 27 Avenue & Superior Street, Opa Locka, FL 33054.

The Market Value of the Fee Simple interest of the subject property in "as is" condition, as of August 24, 2019, is estimated to be:

FIFTY TWO THOUSAND DOLLARS

\$52,000



Jeff Michael
State-Certified General Real Estate Appraiser
RZ 3042



ASSUMPTIONS AND LIMITING CONDITIONS

I/we assume no responsibility for matters legal in nature, nor do I/we render any opinion as to the title, which is assumed to be marketable. The property is appraised as though under responsible ownership.

The sketch in this report is included to assist the reader in visualizing the property, and I/we assume no responsibility for its accuracy. I/we have made no survey of the property and no responsibility is assumed for this matter.

I/we are not required to give testimony or appear in court because of having made this appraisal with reference to the property in question, unless previous arrangements have been made therefore.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

I/we assume that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. I/we assume no responsibility for such conditions or for engineering, which might be required to discover such factors.

Information, estimates and opinions furnished to me/us and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy can be assumed by me/us.

Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser/s and/or of the client; nor shall it be conveyed by any, including the client, to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers, or a firm or firms with which he is connected, or any reference to any professional society or institute or any initialed designations conferred upon the appraisers.

Both legal descriptions and dimensions are taken from sources deemed authoritative; however, no responsibility is assumed.

A survey, by a licensed surveyor or engineer, is recommended.

Value is reported in Dollars on the basis of the national economy prevailing on the date of the appraisal. The appraisal is of the date specified and covers only the described premises. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

The reader is reminded that when the replacement cost estimate is developed in the report, it is a fair assumption, but nevertheless an assumption which could very well be an over or under estimate since the appraiser is not an expert in construction and should only be used as a guide to any decision. A general contractor or architect should be consulted for an expert opinion.

To the best of my/our knowledge and believe, the appraisal complies with the guidelines established by the Uniform Standards of Professional Appraisal Practice promulgated by the Appraisal Standards Board of the Appraisal Foundation; and Title XI of the Federal Financial Institution Reform Act of 1989.

The principal signatory of this appraisal is a State Certified General Appraiser in the State of Florida and has completed all continuing education requirements for certification until November 2020.

All other persons signing this appraisal are properly registered with the DBPR Board of Real Estate in Florida and have completed all continuing education requirements through November 2020.

ENVIRONMENTAL DISCLAIMER: Routine inspection of and inquires about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. This notwithstanding, the value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Clearly observable, possible hazardous conditions within the neighborhood, or proximity to the subject property, are addressed in the body of this report. Possible hazardous conditions include stored chemicals, wastes, storage tanks and materials potentially containing asbestos or PCB's. Any market indicated penalties or premiums would be dealt with in the market data analysis.

The American with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey analysis to determine whether or not property is in compliance with act requirements. It is possible that a compliance survey report could reveal that the property is not in compliance with some of the requirements. If so, this could have a negative effect upon the value. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.

QUALIFICATIONS OF THE APPRAISER

Jeff Michael
2700 NE 135 Street, #6
Miami, Florida 33181
Telephone (786) 348-8999

WORK HISTORY:

2014 to Present	Special Magistrate, Property Tax Appeals, Miami-Dade County Value Adjustment Board
2001 TO Present	Commercial Real Estate Appraiser
2000 TO 2001	Assistant Commercial Loan Underwriter, Skymar Capital Corporation
1999 TO 2000	Residential Mortgage Loan Processor, Wells Fargo Bank

PERSONAL: Engaged full time in real estate since 1999. Resident of Miami-Dade County, Florida since 2000.

LICENSES HELD IN THE STATE OF

FL: State-Certified General Real Estate Appraiser (to 11-30-2020)
Real Estate Sales Associate (to 3-31-2019)

EDUCATION: 1992-1996, University of Oregon – Small Business & Entrepreneurship
Appraisal Institute Course 550 – Advanced Applications
Appraisal Institute Course 540 – Report Writing & Valuation Analysis
Appraisal Institute Course 530 – Advanced Sales Comparison Approach and Income Approach
Appraisal Institute Course 520 – Highest and Best Use and Market Analysis
Appraisal Institute Course 510 – Advanced Income Capitalization
AB-I Fundamentals of Real Estate Appraisal
AB-II Appraising Residential and Income Properties
AB-IIB Income Capitalization Techniques
15 Hour USPAP National Course
2002-2014 Continuing Education

APPRAISAL SERVICES PROVIDED TO:

PARTIAL LIST

Ocean Bank
Total Bank
Banco Popular, NA
Best Meridian Insurance Company
Starfund, LLC
Bank Atlantic
Union Credit Bank
Intercredit Bank
US Century Bank
Eastern National Bank
First Bank of Miami
One United Bank
Regions Bank
City of Miami
City of North Miami
Halpern & Associates

APPRAISAL ASSIGNMENTS

Assignments have included the appraisal of: Single family residential dwellings, duplexes, apartment buildings, shopping centers, office buildings, warehouses, condo conversions of offices, warehouses and apartment buildings, vacant land, acreage, subdivisions developments and special use properties such as gas stations, schools, libraries, churches, self storage facilities, etc.

Testimony as expert witness, in both bankruptcy and divorce courts of Miami-Dade & Broward County, Florida.

Assignments have been completed throughout the State of Florida (Duval, Orange, Lee, Osceola, Polk, St. Lucie, Palm Beach, Charlotte, Collier, Sarasota, Miami-Dade, Broward & Monroe Counties).

MIAMI-DADE COUNTY DATA

Miami-Dade County, Florida is located in the southeast portion of Florida's east coast and is the southernmost county situated on Florida's mainland. The county has 35 municipalities, including Miami, the county seat (second-largest city in Florida); Hialeah (sixth-largest city); Miami Beach; Coral Gables; Key Biscayne, South Miami, Pinecrest, Aventura and Homestead.

The Atlantic Ocean is the eastern boundary of the county and is accessible via four causeways in the city proper. Miami-Dade County is Florida's largest county and the eight most populous in the US, with an estimated population, as of the 2015 American Community Survey, of 2,693,117 persons 7.9% higher than 2010 US census, making it the most populous county in Florida (13.4% of the state population), and the 7th largest county in the US. The urban area is home to 5.5 million, which is the 4th largest in the country, and the metro area is home to a slightly higher number of 5.56 million, which is the 8th largest in the country.

As per 2015 American Community Survey, 2016 density for Miami-Dade county was 1,423 people per square mile compared to 1,315 people per square mile in 2010. The population density within the urban area is 5,896 people per square mile as per 2010 census. Approximately 420 square miles (excludes bay and coastal water) of the County are within the urbanized area, while the total county land area currently covers a total of 2,420 square miles (1,921 square miles of land and 499 square miles of water) and is bound by Biscayne Bay and the Atlantic Ocean to the east, Everglades National Park to the west, the Florida Keys to the south, and Broward County to the north.

Miami-Dade County is the only metropolitan area in the United States that borders two national parks: Biscayne National Park and Everglades National Park. The Greater Miami area is the center for international commerce in the southeastern United States and its proximity to the Caribbean, Mexico, and Central and South America makes it a natural center of trade to and from North America.

Miami-Dade County is one of the nation's largest international financial centers, serving individuals, businesses and governmental institutions. In addition, the international background of many of its residents is an essential labor force characteristic for multi-national companies which must operate across language and cultural differences. Miami-Dade County has the largest concentration of domestic and international banks on the east coast south of New York City.

The 2015 data shows that 1.4 million county residents were foreign-born. This represented 52.7% of the county's population. In 2006 the share was 50.3% and in 2010, 52%. Throughout the entire period, 2006 to 2015, about 93% of the foreign-born population was from Latin America. Because of its high Hispanic and Latino population, almost two thirds of the population speaks Spanish as their mother tongue. Census data from 2010 shows that 63.8% of people in Miami-Dade speak Spanish as their primary language, 28.1% speak English and 4.2% speak French Creole.

In 2011, there were 13 Edge Act banks throughout the United States; four of those institutions were located in the County. Edge Act Banks are federally chartered organizations offering a wide range of banking services, but limited to international transactions only. The favorable geographic location of the County, a well-trained labor force and the favorable transportation infrastructure have allowed the economic base of the County to expand by attracting many national and international firms doing business in Latin America, the Caribbean, the United States and the rest of the world. Among these corporations with world and /or national headquarters in the County are: Burger King Corporation, Royal Caribbean Cruises. Ltd., and Lennar Corporation. Those corporations with

Latin American regional headquarters include: FedEx Corporation, Kraft Foods International, AIG Latin America, and HBO Latin America Media Services.

The Greater Miami area is also a leading center for tourism in the State. Miami ranks one for international flights with 21.4 million international passengers, 47% of all passengers. It is also the principal port of entry in the State for international air travellers.

Miami-Dade County enjoys an excellent geographic location allowing it to serve as a gateway to the Caribbean and Latin America. Furthermore, while a tourist destination in itself, it is also within a day's drive to some of Florida's major tourist destination cities, as shown in the following table:

City	Miles From Miami
Fort Lauderdale	25
West Palm Beach	74
Key West	160
Orlando	232
Clearwater	286
Tampa	309
Tallahassee	484

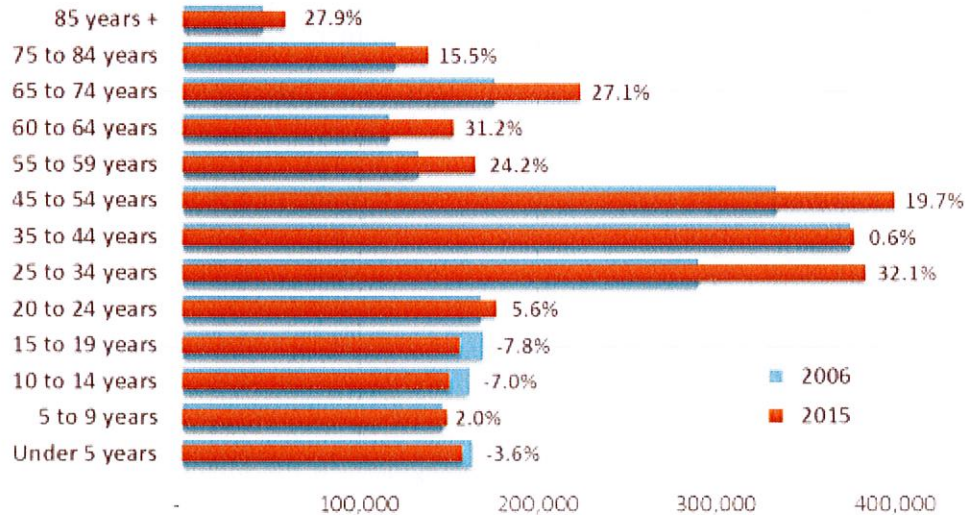
Source: Rand McNally Florida Mileage Chart

The growth in business relations between Latin America and Miami-Dade County has been accompanied by major increase in tourism from Latin America. Latin American tourists who enjoy shopping in the United States represent a major demand segment in the Miami-Dade County's lodging and retail markets.

Population

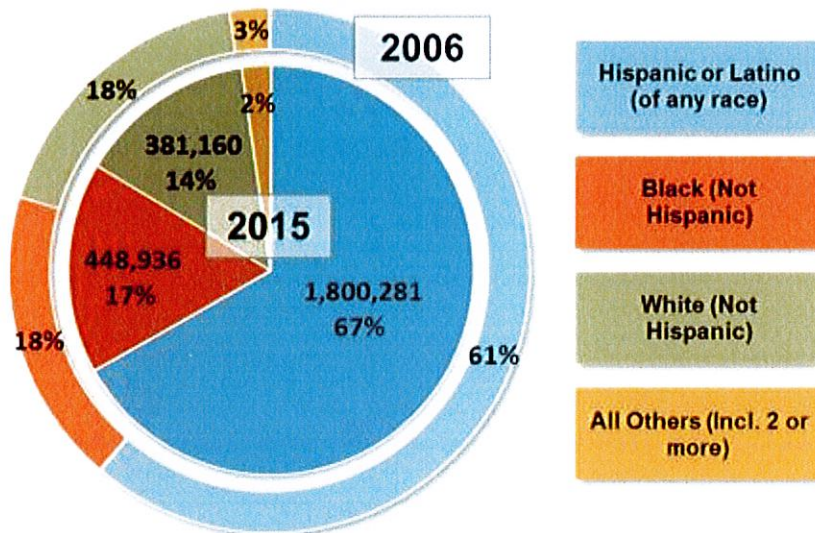
The following tables are compiled from several published studies regarding the Miami-Dade population. Total 2015 population of Miami-Dade County at 2,693,117 This represents a 1.1% increase from a year earlier and a 12.1% increase from 2006.

Population and Percent Change by Age Groups: 2006 to 2015



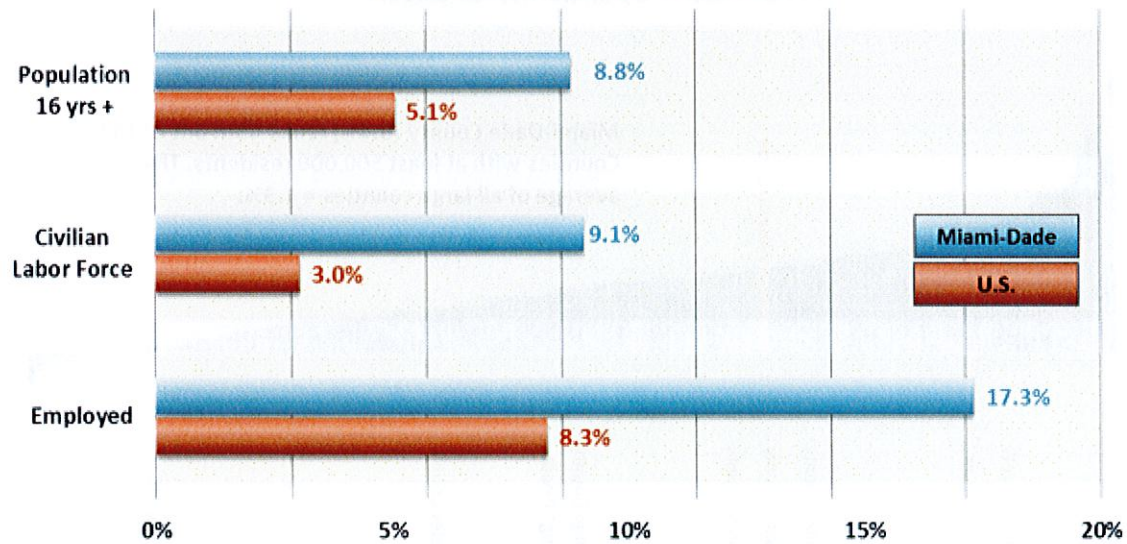
Data Source: US Census Bureau ACS 1-year Estimates, 2006 - 2015.

Hispanic & Non-Hispanic Population 2006 & 2015



Data Source: US Census Bureau ACS 1-year Estimates, 2006 - 2015.

Percent Change: 2010-2015



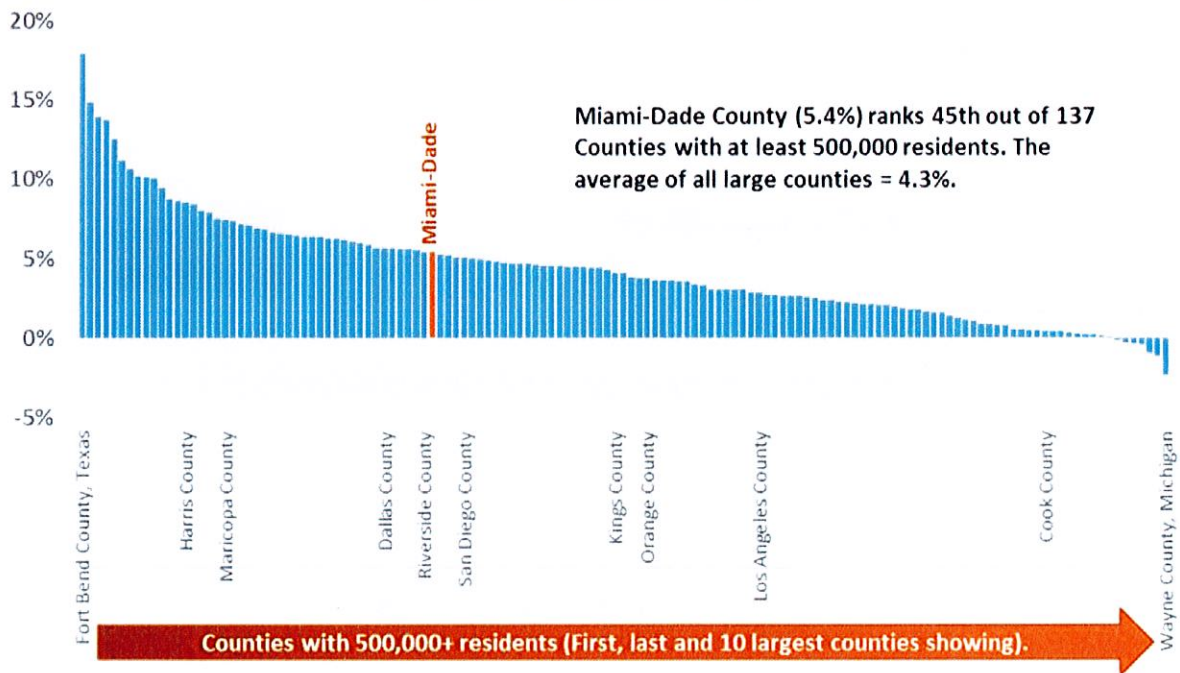
Data Source: US Census Bureau ACS 1-year Estimates, 2010 & 2015.

Foreign-born Population by World Region of Birth And the Share of the Total Population Foreign Born



Data Source: US Census Bureau ACS 1 year Estimates, 2006 - 2015.

Five-Year Population Growth



Data Source: 2011-2015 American Community Survey 1-year Estimates.

Miami-Dade County Selected Demographic Characteristics

September, 2016

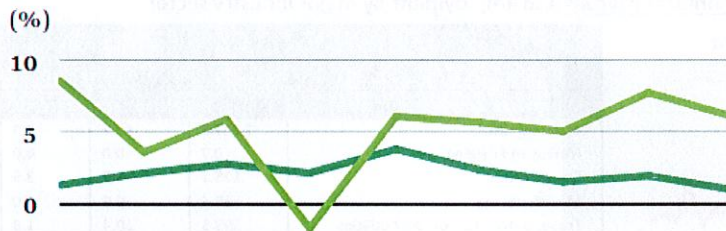
	2015	2014	2013	2012	2011	2014 - 15 % change	2010 - 15 % change
SEX AND AGE							
Total population	2,693,117	2,662,874	2,617,176	2,591,035	2,554,766	1.1%	7.5%
Male	1,305,293	1,293,441	1,272,121	1,258,234	1,241,806	0.9%	7.6%
Female	1,387,824	1,369,433	1,345,055	1,332,801	1,312,960	1.3%	7.4%
Under 5 years	157,887	155,429	154,597	152,871	151,906	1.6%	5.2%
5 to 9 years	149,574	147,290	146,492	153,743	148,329	1.6%	2.4%
10 to 14 years	150,803	152,793	152,142	144,382	148,653	-1.3%	-1.0%
15 to 19 years	156,490	156,262	157,230	160,492	167,042	0.1%	-6.8%
20 to 24 years	177,364	184,983	185,189	187,972	185,101	-4.1%	-0.4%
25 to 34 years	384,040	377,157	367,125	359,985	350,767	1.8%	12.6%
35 to 44 years	377,861	377,114	374,366	374,167	374,357	0.2%	1.4%
45 to 54 years	400,141	397,109	389,567	386,626	379,466	0.8%	8.7%
55 to 59 years	165,434	162,142	162,306	154,287	152,775	2.0%	12.5%
60 to 64 years	152,990	147,882	137,057	139,860	132,240	3.5%	20.2%
65 to 74 years	223,974	214,935	207,400	199,552	191,418	4.2%	18.3%
75 to 84 years	138,576	129,163	129,162	123,555	120,522	7.3%	13.9%
85 years and over	57,983	60,615	54,543	53,543	52,190	-4.3%	32.3%
Median age (years)	39.8	39.3	39.0	38.6	38.6	1.3%	3.9%
18 years and over	2,140,283	2,114,318	2,071,718	2,045,613	2,007,749	1.2%	9.2%
21 years and over	2,041,690	2,011,453	1,970,289	1,943,219	1,895,048	1.5%	10.2%
62 years and over	508,399	492,220	470,092	454,255	440,694	3.3%	17.6%
65 years and over	420,533	404,713	391,105	376,650	364,130	3.9%	18.5%
18 years and over	2,140,283	2,114,318	2,071,718	2,045,613	2,007,749	1.2%	9.2%
Male	1,022,303	1,012,691	992,989	979,712	961,790	0.9%	9.5%
Female	1,117,980	1,101,627	1,078,729	1,065,901	1,045,959	1.5%	9.0%
65 years and over	420,533	404,713	391,105	376,650	364,130	3.9%	18.5%
Male	174,737	168,802	163,089	157,906	151,776	3.5%	18.3%
Female	245,796	235,911	228,016	218,744	212,354	4.2%	18.7%

Employment/Economic Indicator

The Miami market is comprised of three counties (Palm Beach, Broward, and MiamiDade) and spans over 3,100 square miles. The Miami market is made up of the state's three most populous counties with a total estimated population of over six million making it the eighth largest metropolitan area in the country. Tourism, financial services and logistics continue to be major economic drivers for the region, which is projected to experience an average population growth of 1.2% over the coming years. This growing population means a growing labor force and a large concentration of consumers to attract businesses. Supplementing this growth is Port Miami, the world's busiest cruise port, which contributes over \$28 billion annually while creating over 200,000 jobs. Last year total real estate sales volume was nearly \$19 billion supported by robust sales of retail and multifamily assets.

As per Florida Gulf Coast University, the seasonally-adjusted regional unemployment rate of Florida declined from 4.5 percent in March 2017 to 4.4 percent in April, as a result of a 3.7 percent decline in the number of persons unemployed. Compared to April 2016, employment has increased 2.1 percent, unemployment has decreased 10.9 percent, and the unemployment rate has dropped by 0.6 points.

The Miami-Dade unemployment rate was a healthy 5.0 percent at the end of April 17, down from 5.4 percent the prior year. Look for Miami's strong economy to last into 2017, even if growth occurs at a slower pace than is being seen now. Labor force and employment growth in Miami-Dade greatly exceeded the national growth from 2010 to 2016. The county's working-age population grew 8.8% while the civilian labor force grew 9.1% in 2015. The national working-age population grew 5.1%, and the labor force grew just 3%. And, employment grew 17.3% between 2010 and 2016 compared to just 5.3% nationwide.



Population	2,638,787	#3 in Southeast
Growth Rate (2016-2021)	5.4%	#13 in Southeast
Unemployed Labor Supply	97,541	#2 in Southeast
Median Income	\$44,622	#15 in Southeast
Net Migration, 2010-2013	99,848	#2 in Southeast
% Millennials (age 20 to 35)	21.4%	#5 in Southeast
% Baby Boomers (age 55 to 70)	16.7%	#13 in Southeast
% of Adults with 4-yr Degrees	19.2%	#13 in Southeast

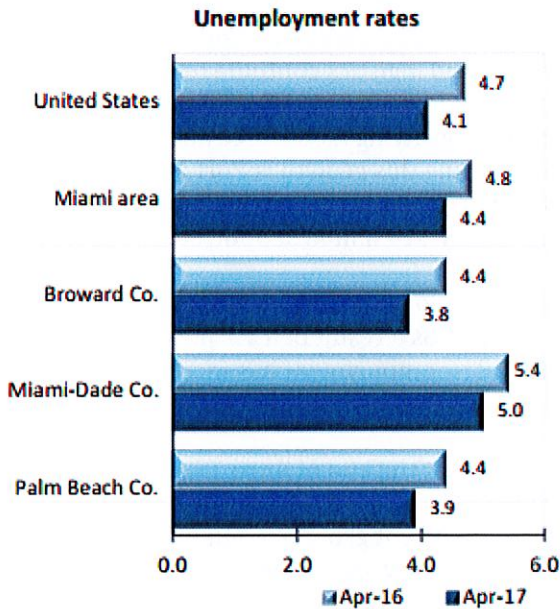
Source: CBRE Research, Q4 2016.

Rankings based on position relative to all other Southeast U.S. metros in this report.

Moving forward the Miami market is projected to experience an annual 1.7% average job growth rate. This rate lags behind the growth projected other Florida markets, but faster than most markets in the Southeast.

The professional and business services is projected to continue on this path of accelerated growth along with the construction sector that is expected to experience the greatest average annual growth of all sectors. With the ubiquitous cranes that dot the South Florida landscape it is easy to see why the construction sector continues to lead the charge.

**Unemployment rates for the Miami area,
selected area counties, and the nation**



Source: U.S. BLS, Local Area Unemployment Statistics.

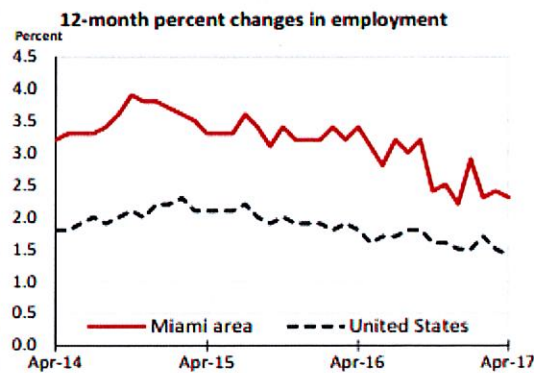
Average weekly wages for all industries by county

Miami area, 3rd quarter 2016
(U.S. = \$1,027; Area = \$971)



Source: U.S. BLS, Quarterly Census of Employment and Wages.

Over-the-year changes in employment on nonfarm payrolls and employment by major industry sector

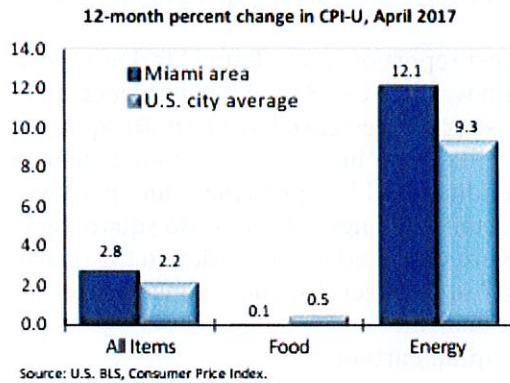


Source: U.S. BLS, Current Employment Statistics.

Miami area employment (numbers in thousands)	Apr. 2017	Change from Apr. 2016 to Apr. 2017	
		Number	Percent
Total nonfarm	2,647.5	60.7	2.3
Mining and logging	0.7	0.0	0.0
Construction	125.1	4.7	3.9
Manufacturing	88.4	0.9	1.0
Trade, transportation, and utilities	599.5	10.4	1.8
Information	48.9	-0.3	-0.6
Financial activities	174.5	-1.4	-0.8
Professional and business services	434.3	13.7	3.3
Education and health services	396.2	14.6	3.8
Leisure and hospitality	335.0	8.3	2.5
Other services	128.9	3.9	3.1
Government	316.0	5.9	1.9

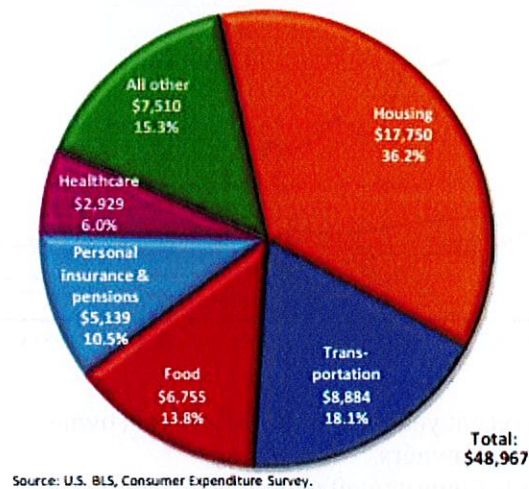
Source: U.S. BLS, Current Employment Statistics.

Over-the-year change in the prices paid by urban consumers for selected categories

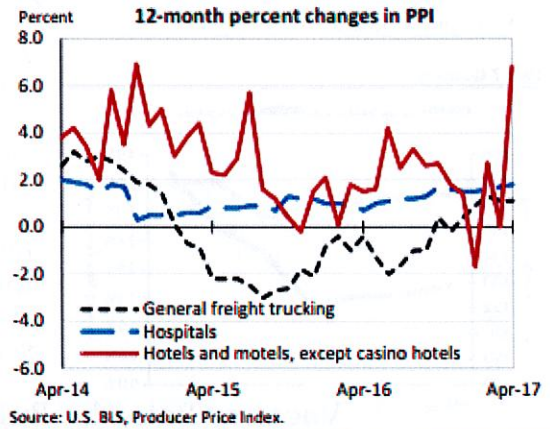


Average annual spending and percent distribution for selected categories

Miami area average annual expenditures 2014-15



Over-the-year changes in the selling prices received by producers for selected industries nationwide



Average hourly wages for selected occupations

Occupation	Miami area	United States
Total, all occupations	\$22.19	\$23.86
Accountants and auditors	34.15	36.89
Registered nurses	32.69	34.70
Cargo and freight agents	20.68	21.27
Reservation and transportation ticket agents and travel clerks	16.73	18.29
Construction laborers	14.74	18.22
Receptionists and information clerks	14.14	14.00
Waiters and waitresses	12.88	11.73
Retail salespersons	12.48	13.07
Security guards	11.37	14.29
Maids and housekeeping cleaners	10.66	11.46
Cooks, fast food	10.56	9.89

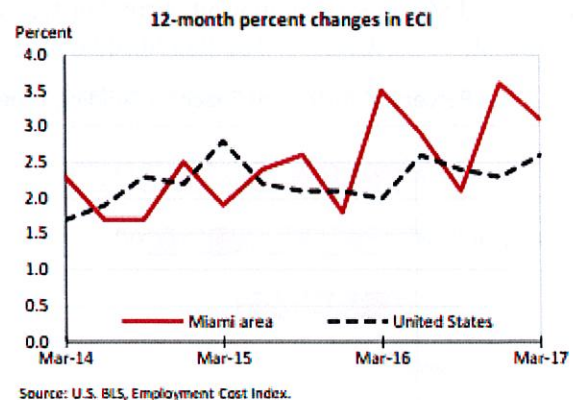
Source: U.S. BLS, Occupational Employment Statistics, May 2016.

Employer costs per hour worked for wages and selected employee benefits by geographic division

Private industry, December 2016	South Atlantic (1)	United States
Total compensation	\$30.90	\$32.76
Wages and salaries	21.81	22.83
Total benefits	9.09	9.93
Paid leave	2.23	2.28
Vacation	1.15	1.17
Supplemental pay	0.83	1.15
Insurance	2.44	2.63
Retirement and savings	1.28	1.31
Legally required benefits	2.31	2.56

(1) South Atlantic includes DC, DE, FL, GA, MD, NC, SC, VA, and WV.
Source: U.S. BLS, Employer Costs for Employee Compensation.

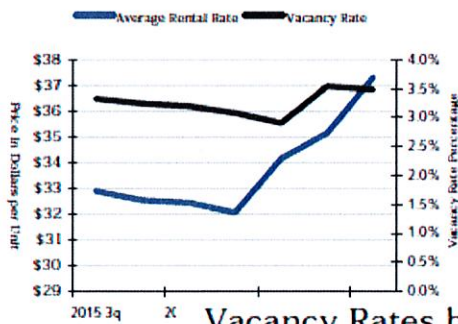
Over-the-year changes in wages and salaries



Miami – Retail Market

The Miami-Dade County retail market condition did not experience much change the first quarter 2017 compared to last quarter. The vacancy rate went from 3.5% compared to 3.1% year – on – year as per CoStar.

Past 7 Quarters



As per the latest report of CoStar Retail Market report, Net absorption was positive 314,361 square feet, and vacant sublease space decreased by (19,858) square feet. Quoted rental rates increased from fourth quarter 2016 levels, ending at \$37.32 per square foot per year. A total of 21 retail buildings with 616,386 square feet of retail space were delivered to the market in the quarter, with 2,116,507 square feet still under construction at the end of the quarter.

Source: RealCapital Partner

Vacancy Rates by Building Type

2006-2017

Retail

Assets:

Growth in retail sales has translated into extremely strong demand for retail space. The high-street retail

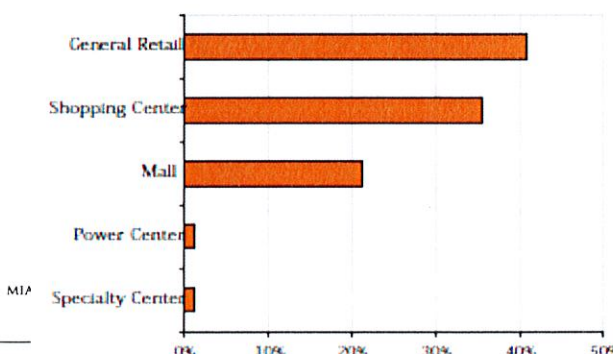


segment, in particular, has seen massive rent growth in recent years as more institutional owners enter the scene, purchasing buildings from historically local owners.

The Average quoted asking rental rates in the Miami-Dade County retail market is up over previous quarter levels and Year-over-Year quarter. At the end of the first quarter 2017, quoted rents are at \$37.32 per square foot per year, a 6.2% increase in rental rates in the current quarter, and a 14.09% increase from first quarter last year.

During the first quarter 2017, 21 buildings totaling 616,386 square feet were completed in the Miami-Dade County retail market. A total of 1,488,312 square feet of retail space has been built in Miami-Dade County, over the past four quarters.

Percent of All Vacant Space by Building Type



The **Shopping Center** market in Miami-Dade County currently consists of 1401 projects with 46,832,711 square feet of retail space in 2,105 buildings. After absorbing 163,406 square feet and delivering 67,592 square feet in the current quarter, the Shopping Center sector saw the vacancy rate go from 3.6% at the end of the fourth quarter 2016 to 3.4% this quarter. Rental rates ended the first

quarter 2017 at \$28.06 per square foot have trended up from \$26.03 per square foot a year ago, a whopping 21.8%. Net absorption in the Shopping Center sector has totaled 449,315 square feet over the past four quarters.

The **Power Center** average vacancy rate was 1.6% in the first quarter 2017, with no net absorption and no new deliveries during the quarter. In first quarter 2016, the vacancy rate was 0.5%. Over the past four quarters, Power Centers have absorbed a cumulative (38,190) sq. ft. of space and delivered no space.

The **General Retail sector** of the market, which includes all freestanding retail buildings, except those contained within a center, reported a vacancy rate of 3.0% at the end of first quarter 2017.

SHOPPING CENTER MARKET STATISTICS

Market	Existing Inventory		VACANCY			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Blds	Total RBA	Direct SF	Total SF	Vac %				
Aventura	22	1,855,745	67,482	67,482	3.6%	12,706	0	0	\$38.37
Biscayne Corridor	15	543,021	25,367	25,367	4.7%	(2,189)	0	0	\$26.72
Brickell	6	159,464	6,830	6,830	4.3%	0	0	0	\$102.51
Coconut Grove	22	511,921	7,077	7,077	1.4%	113	0	0	\$61.28
Coral Gables	54	395,517	3,311	3,311	0.8%	(1,946)	0	0	\$40.97
Coral Way	49	477,824	9,426	9,426	2.1%	(1,226)	0	0	\$27.01
Downtown Miami	4	120,988	10,000	10,000	8.3%	0	0	0	\$65.00
Kendall	152	9,705,763	328,176	339,493	3.5%	1,659	0	0	\$31.43
Medley/Hialeah	172	5,561,740	214,667	214,667	3.9%	21,947	4,195	0	\$23.63
Miami	167	2,321,311	133,701	136,201	5.9%	29,391	27,500	0	\$24.02
Miami Airport	151	6,321,909	147,881	148,901	2.4%	6,422	0	9,566	\$27.85
Miami Beach	29	531,758	24,427	24,427	4.6%	(3,483)	0	0	\$54.58
Miami Lakes	39	2,725,024	79,338	79,338	2.9%	24,402	11,718	12,015	\$23.48
Miami-Dade Central County	38	1,062,500	50,970	50,971	4.8%	19,852	0	0	\$17.52
Northeast Dade	253	5,720,248	156,406	164,085	2.9%	29,794	0	0	\$30.04
Outlying Miami-Dade County	5	208,831	9,281	9,281	4.4%	5,872	0	0	\$28.07
South Dade	98	4,494,865	156,975	161,475	3.6%	(13,002)	0	74,083	\$22.28
West Miami	125	4,148,482	126,072	131,949	3.2%	33,074	24,179	0	\$27.04
Total	1,401	46,832,711	1,557,388	1,590,281	3.4%	163,406	67,592	95,664	\$28.06

GENERAL RETAIL MARKET STATISTICS

Market	Existing Inventory		VACANCY			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Blds	Total RBA	Direct SF	Total SF	Vac %				
Aventura	52	823,639	0	0	0.0%	0	0	21,485	\$0.00
Biscayne Corridor	203	1,751,322	90,333	90,333	5.2%	(5,746)	0	42,075	\$48.14
Brickell	59	1,009,999	10,583	10,583	1.0%	3,760	0	50,000	\$95.51
Coconut Grove	122	901,541	45,219	50,175	5.6%	(10,364)	0	6,626	\$43.80
Coral Gables	323	2,203,547	39,710	39,710	1.8%	(5,029)	0	34,000	\$39.96
Coral Way	287	1,753,490	46,928	46,928	2.7%	3,792	0	19,292	\$31.78
Downtown Miami	130	2,419,999	266,318	266,318	11.0%	13,551	0	158,064	\$30.11
Kendall	519	5,428,415	138,638	138,838	2.6%	(4,912)	0	58,769	\$35.72
Medley/Hialeah	679	5,705,268	45,640	45,640	0.8%	17,338	0	31,128	\$26.82
Miami	2,226	11,840,242	716,204	725,628	6.1%	9,627	79,648	132,958	\$49.20
Miami Airport	454	5,334,524	27,254	27,254	0.6%	10,498	3,075	91,868	\$41.51
Miami Beach	521	5,276,021	197,412	199,112	3.8%	92,743	79,964	47,991	\$60.94
Miami Lakes	112	2,060,397	7,665	7,665	0.4%	43,996	43,996	0	\$19.07
Miami-Dade Central County	385	1,522,745	24,996	24,996	1.6%	3,296	4,682	13,835	\$20.48
Northeast Dade	810	5,557,431	70,775	72,375	1.3%	20,974	4,786	346,627	\$28.26
Outlying Miami-Dade County	15	97,235	0	0	0.0%	0	0	0	\$0.00
South Dade	641	5,431,527	5,431,527	72,659	1.3%	4,374	2,381	5,952	\$15.52
West Miami	421	2,231,607	2,231,607	16,986	0.8%	(6,237)	0	15,683	\$34.14
Total	7,959	60,878,044	1,817,320	1,835,200	3.0%	191,621	237,794	1,076,091	\$42.66

TOTAL RETAIL MARKET STATISTICS

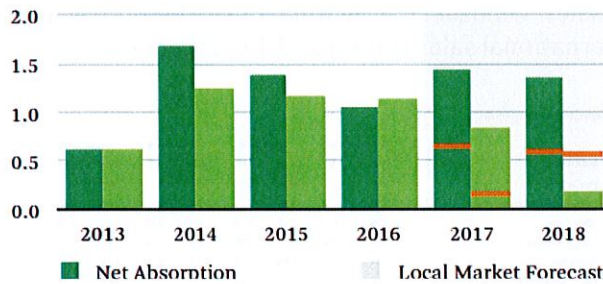
Market	Existing Inventory		VACANCY			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Blds	Total RBA	Direct SF	Total SF	Vac %				
Aventura	123	6,420,546	69,684	69,682	1.1%	10,506	0	21,485	\$38.37
Biscayne Corridor	222	2,294,343	115,700	115,700	5.0%	(7,935)	0	42,075	\$44.16
Brickell	67	1,674,463	318,304	318,304	19.0%	3,760	0	50,000	\$96.43
Coconut Grove	148	1,613,145	68,785	73,741	4.6%	(7,333)	0	6,626	\$46.89
Coral Gables	380	3,645,535	45,449	45,449	1.2%	(8,703)	0	34,000	\$40.03
Coral Way	339	2,442,586	60,833	60,833	2.5%	2,556	19,292	19,030	\$30.71
Downtown Miami	142	2,754,425	276,318	276,318	10.0%	13,551	0	608,064	\$32.18
Kendall	863	18,835,787	485,524	497,041	2.6%	5,823	0	58,769	\$33.00
Medley/Hialeah	953	12,867,261	276,905	276,905	2.2%	40,793	15,195	310,889	\$38.77
Miami	2,424	14,648,729	899,445	911,369	6.2%	30,258	107,148	132,958	\$46.60
Miami Airport	729	16,029,531	479,509	574,731	3.6%	17,555	303,075	233,435	\$31.43
Miami Beach	613	7,495,537	356,669	361,369	4.8%	57,416	79,964	130,981	\$66.15
Miami Lakes	187	4,785,421	87,003	87,003	1.8%	68,368	55,684	12,015	\$23.03
Miami-Dade Central County	444	3,051,989	78,867	78,867	2.6%	20,248	4,682	13,835	\$18.50
Northeast Dade	1,154	11,959,148	266,172	275,451	2.3%	50,768	4,786	346,627	\$29.47
Outlying Miami-Dade County	25	306,066	9,281	9,281	3.0%	5,872	0	0	\$28.07
South Dade	838	11,512,622	295,927	300,427	2.6%	(15,939)	2,381	80,035	\$19.88
West Miami	620	6,380,089	143,058	148,935	2.3%	26,837	24,179	15,683	\$28.05
Total	10,271	128,717,223	4,333,431	4,481,406	3.5%	314,361	616,386	2,116,507	\$37.32

Outlook:

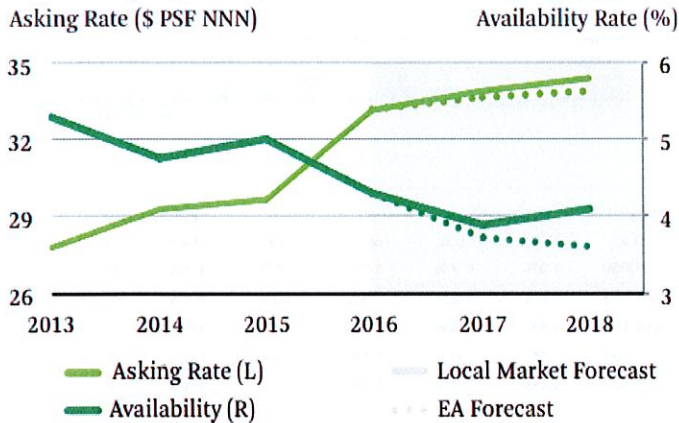
According to CBRE "Growth in population, jobs, income and tourism drove a 34% increase in Miami-Dade County retail sales from 2010 and 2015, and additional growth of 23% is expected by the end of 2020."

Total Market Absorption and Deliveries

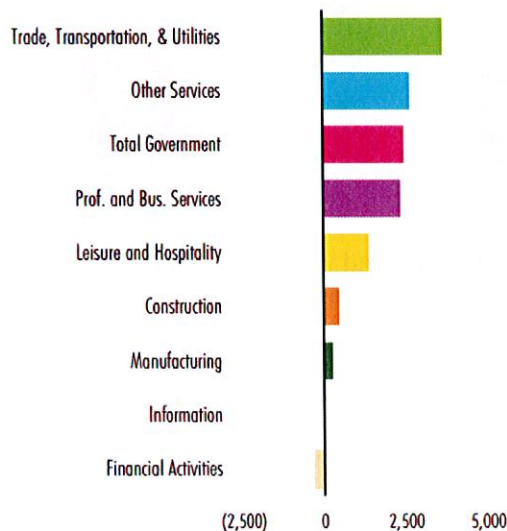
Net Absorption (MSF)



Miami has witnessed strong demand for retail space. The Miami market boasts with an extremely low vacancy rate of 2.2% in 4Q 2016, as well as one of the fastest increase of rent growth of 6.6% year on year for 2016. The gap between the demand and supply is expected to increase further. Most of the tenants will prefer downtown.



Source: CBRE Research, Q4 2016; CBRE Econometric Advisors (EA), Q4 2016.



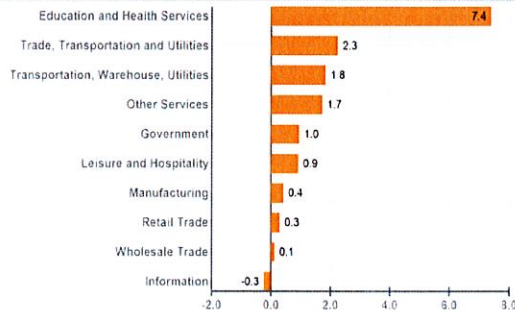
Source: U.S. Department of Labor, Bureau of Labor Statistics, March 2017.

Housing Market: Economic Overview

Foreign investors have driven home prices out of whack with local incomes. In the year between August 2015 and July 2016, foreign nationals spent \$6.2 billion on South Florida residential real estate, according to the Miami Association of Realtors. That's 39 percent of total home spending in the region. International sales (units) accounted for 24 percent of members' closed sales and 39 percent of members' dollar volume of residential sales. Venezuela, Argentina, Brazil, Colombia, and Canada accounted for 51 percent of members' international sales (units) and 49 percent of international dollar volume.

JOB GROWTH IN THOUSANDS LAST 6 MONTHS BY INDUSTRY

Source: Moody's Analytics



EMPLOYMENT BY INDUSTRY

NAICS Industry	Current Jobs		Current Growth		10-Year Growth		Forecast Growth	
	Jobs	LQ	Metro	U.S.	Metro	U.S.	Metro	U.S.
Manufacturing	41	0.41	-0.1%	0.3%	-2.2%	-1.3%	-0.2%	-1.0%
Trade, Transportation and Utilities	295	1.35	1.4%	0.7%	1.0%	0.4%	0.6%	0.6%
Retail Trade	149	1.17	1.0%	0.4%	1.5%	0.3%	0.6%	0.7%
Financial Activities	78	1.16	-1.0%	2.2%	0.2%	0.0%	0.9%	0.6%
Government	141	0.79	1.7%	0.7%	-0.8%	0.1%	0.7%	0.7%
Natural Resources, Mining and Construction	43	0.71	-1.9%	2.4%	-2.2%	-1.2%	4.8%	1.9%
Education and Health Services	184	1.00	4.5%	2.3%	2.3%	2.2%	1.4%	1.3%
Professional and Business Services	170	1.03	2.7%	3.2%	1.6%	1.4%	1.7%	1.5%
Information	19	0.87	0.2%	-1.2%	-1.0%	-0.9%	0.3%	0.1%
Leisure and Hospitality	141	1.11	-0.2%	1.7%	3.3%	1.7%	1.9%	1.3%
Other Services	55	1.21	4.9%	1.0%	2.0%	0.4%	0.6%	0.3%
Total Employment	1,168	1.00	1.7%	1.5%	1.8%	0.6%	1.2%	0.8%

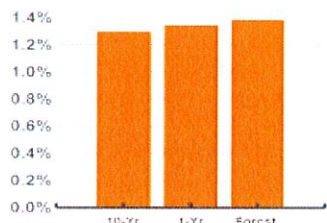
Source: Moody's Analytics

DEMOGRAPHIC TRENDS

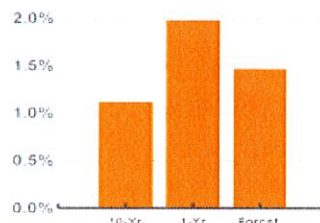
Demographic Category	Current Level		Current Growth		10-Year Growth		Forecast Growth	
	Metro	U.S.	Metro	U.S.	Metro	U.S.	Metro	U.S.
Population	2,750	324,950	1.3%	0.7%	1.3%	0.8%	1.4%	0.7%
Households	980	125,118	1.6%	1.2%	1.5%	0.9%	1.7%	1.1%
Median Household Income	\$46,146	\$58,196	3.4%	2.6%	0.4%	1.6%	3.8%	3.2%
Labor Force	1,358	160,201	2.0%	0.6%	1.1%	0.5%	1.5%	0.7%
Unemployment	5.3%	4.5%	5.4%	4.8%	7.3%	7.0%	3.6%	4.7%

Source: Moody's Analytics

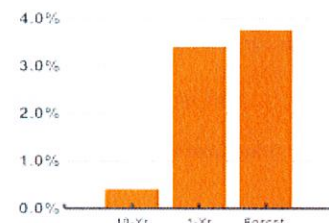
POPULATION GROWTH



LABOR FORCE GROWTH

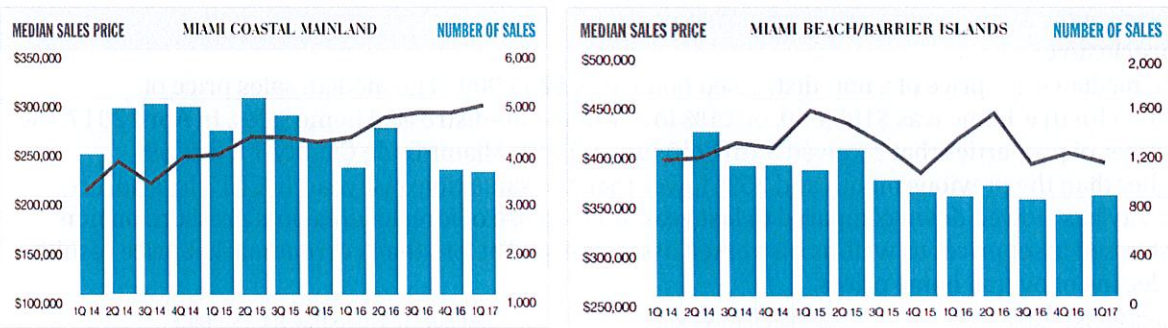


INCOME GROWTH



In 2016, sales volume witnessed a downward trend due to hostility and volatility driven by Brexit and the US presidential election resulting buyers to pause. Miami's real estate market experienced the first wave of a slowdown in condo sales at the start of 2016.

As for this year's first quarter, Miami home sales volume in both mainland and its barrier islands have entered 2017 with more stability than was experienced by 2016, according to a newly released market report from Douglas Elliman.



Source: Elimon Report, 1Q 2017

The Miami mainland housing market saw an inventory decline along with mixed picture with 12.5% price increase and overall sales decline of 2.7%. Listing of inventory of single family and condo markets combined fell 19.9% to 10,186. Even the overall absorption rate defined as the number of months to sell all condo and single-family inventory at the current rate of sales, fell 17% to 8.8 months from 10.6 months in the prior year quarter, reflecting an improvement in real estate market sentiment compared to last year for Miami mainland.

Miami Coastal Mainland Matrix	1Q-2017	%Δ (QRT)	4Q-2016	%Δ (YR)	1Q-2016
Average Sales Price	\$405,266	4.3%	\$388,695	0.3%	\$404,020
Average Price Per Sq Ft	\$239	4.4%	\$229	-2.0%	\$244
Median Sales Price	\$292,500	2.6%	\$285,000	12.5%	\$260,000
Number of Sales (Closed)	3,487	-1.6%	3,542	-2.7%	3,583
Days on Market (From Last List Date)	81	9.5%	74	6.6%	76
Listing Discount (From Last List Price)	5.6%		5.7%		5.6%
Listing Inventory (active)	10,186	-5.1%	10,738	-19.9%	12,716
Absorption Period (Months)	8.8	-3.3%	9.1	-17.0%	10.6

Trends in the mainland Miami housing market

Although Miami Island market showed stability, the contrast is visible from the mainland market. As median sales prices in the barrier Islands market, overall, dipped nearly 2.5 percent year-over-year to \$385,000 but the number of sales has jumped whopping 22.9% compared to last quarter. The overall inventory listing has increased by 5.7% year-over-year, majorly driven by Condo inventory rise 8.1% to 5,469.

Miami Beach/Barrier Islands Matrix	1Q-2017	%Δ (QRT)	4Q-2016	%Δ (YR)	1Q-2016
Average Sales Price	\$999,241	15.4%	\$865,603	10.4%	\$905,252
Average Price per Sq Ft	\$668	6.7%	\$626	5.4%	\$634
Median Sales Price	\$385,000	-2.5%	\$395,000	-5.8%	\$408,750
Number of Sales (Closed)	815	22.9%	663	0.6%	810
Days on Market (From Last List Date)	143	13.9%	125	47.3%	97
Listing Discount (From Last List Price)	12.1%		9.2%		8.8%
Listing Inventory (Active)	6,166	2.5%	6,016	6.4%	5,797
Absorption Period (Months)	22.7	-16.6%	27.2	5.7%	21.5

Trends in the Miami barrier islands housing market

Foreclosure:

The median sales price of a non-distressed home was \$235,000. The median sales price of a foreclosure home was \$185,650, or 21% lower than non-distressed home sales. In April 2017, the number of properties that received a foreclosure filing in Miami-Dade County, FL was 5% higher than the previous month and 35% lower than the same time last year. In 2017 foreclosure activity has slowed down compared to last year. An Increase of foreclosures puts pressure on non distressed asset prices as well, as distressed assets are sold at less than current market price resulting in decline of overall home prices.

MEDIAN LIST PRICE
\$329,900

↑ 0% (\$900) vs Mar 2016

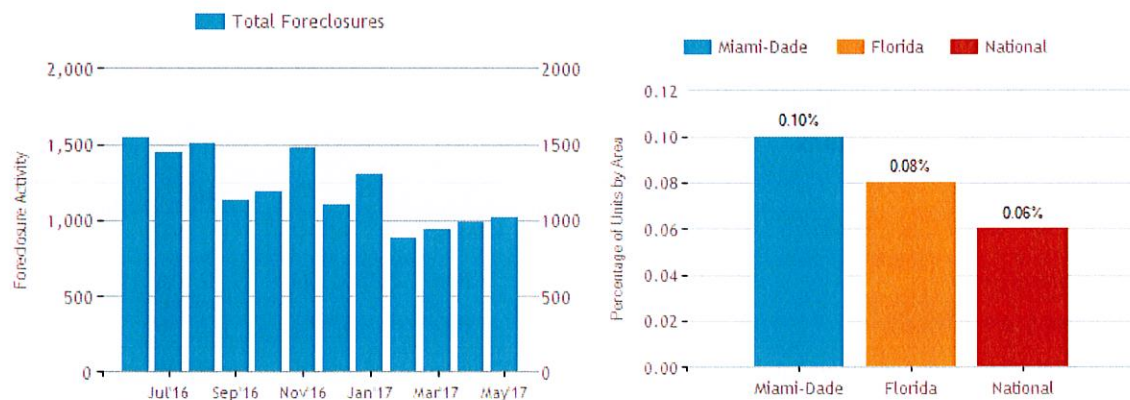
MEDIAN SALES PRICE
\$235,000

↓ 1% (\$3,000) vs Mar 2016

MEDIAN FORECLOSURE SALES PRICE
\$185,650

↓ 3% (\$5,850) vs Mar 2016

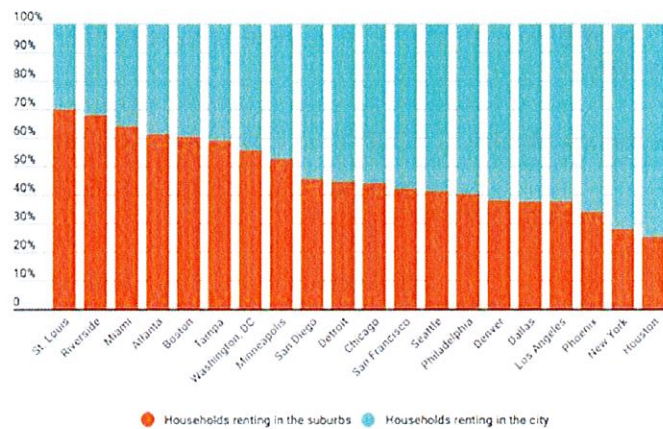
Total number of foreclosures



Source: [Realtytrac](#)

In recent years, the Miami has become one of the world's least affordable cities. The job centers are largely in the downtown central business district, which is where all of the high-end luxury housing is being built. There isn't even a supply there to begin with, which means that young professionals are having to live further out

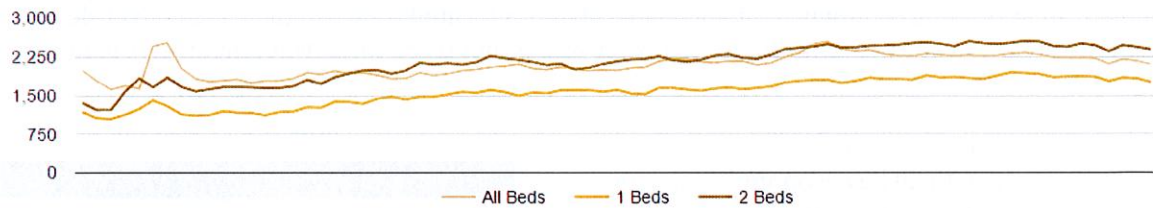
Where do renters live in the 20 largest U.S. metros?



Rent:



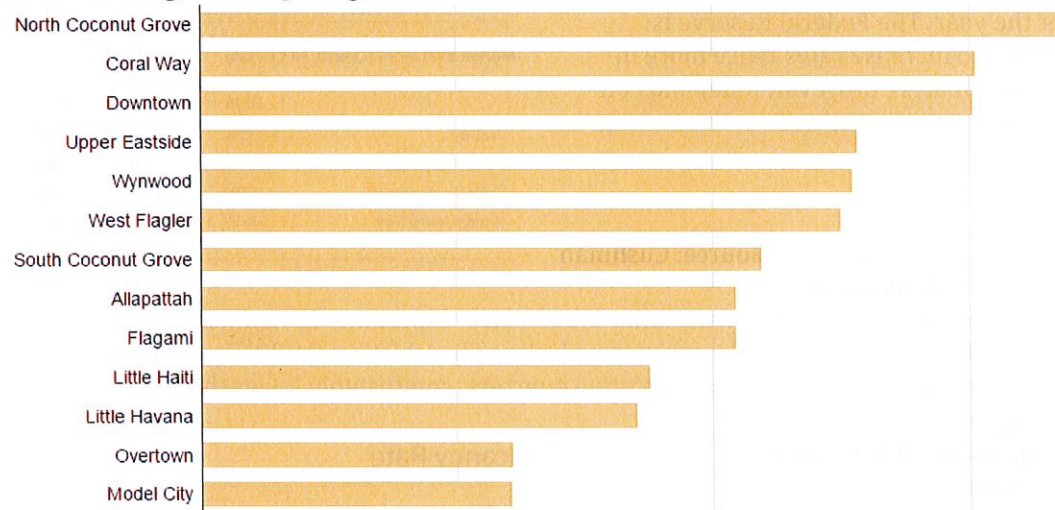
Since January 2011 till May 2017, One and two bedroom units rent grew by 48% and 76%, respectively, and the average apartment rent over the prior 6 months in Miami has decreased by \$133 (-6%). One bedroom units have decreased by \$119 (-6.4%) and two bedroom apartments have decreased by \$119 (-4.8%) as per Rentjungle.



Source: Rentjungle

The most expensive Miami neighbourhood to rent apartments is North Coconut Grove of \$ 2,534 per month and the cheapest rent apartments is in Model City of \$ 907 per month.

Miami Average Rent By Neighborhood



Source: Rentjungle

Miami - Office Market

Overview:

Increasing population, job growth and low unemployment are among the major economic factors leading to an improving economy in Miami-Dade. Miami is located between the Florida Everglades and Biscayne Bay, which prevent urban expansion, and competition for development sites leading to significant supply constraints.

The Miami-Dade market started 2017 on an encouraging note with all key economic indicators in positive territory. According to the Bureau of Labor Statistics, Miami-Dade County had an unemployment rate of 5.5% at the close of the first quarter, which is 10 basis points (bps) down year-over-year on an additional 22,300 new jobs created, a 1.9% percent increase over the year. The Federal Reserve is considering plans to increase rates twice more in 2017 as per street analyst, however, it depends on how the national economy responds in the coming months.

MIAMI-DADE OFFICE

Economic Indicators

	Q1 16	Q1 17	12-Month Forecast
Miami-Dade Employment	1.15 Mil	1.17 Mil	▲
Miami-Dade Unemployment	5.6%	5.5%	▼
U.S. Unemployment	4.9%	4.8%	▼

Market Indicators (Overall, All Classes)

	Q1 16	Q1 17	12-Month Forecast
Vacancy	13.7%	12.5%	▼
Net Absorption (sf)	(55,827)	305,005	▲
Under Construction (sf)	539,799k	1,301,120k	▲
Average Asking Rent*	\$35.92	\$37.21	▲

*Rental rates reflect gross asking \$/sq.ft.

Source: Cushman

Wakefield

The office market continued to tighten with some sub markets experiencing significant increase in asking rents on limited availabilities. Direct vacancy declined to 12.5% in Q1 2017, a reduction of 120 bps year-over-year, declining for 22 consecutive quarters, comfortably lower than the historical average of 15.8%.

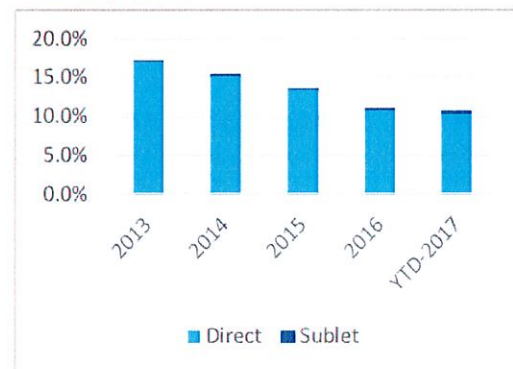
Overall Net Absorption/Overall Asking Rent 4-QTR TRAILING AVERAGE



Source: Cushman Wakefield

Although vacancy rate is lowering it still slightly below the overall US vacancy rate of 13% in Q1, so Miami is still a balance office market. Improving demand and low levels of new supply have been key in driving down vacancy.

Vacancy Rate



Source: avsinyoung

Leasing:

While sufficient available supply in Miami's core office submarkets has been characterized by lofty asking rates and reduced concessions, Miami-Dade County's pace of total office leasing activity



bounced-back from a tepid showing in 2016 with little adjustment to near-record high asking rates. These rates are high compared to major cities throughout the country such as Atlanta or Dallas, but low compared to global gateway cities such as New York, Chicago or San Francisco.

Miami-Dade total leasing activity started the year off strong with registered 40 percent year-on-year growth; the largest single-quarter square-footage leased since 4Q 2015 as per JLL first quarter report. Miami Office market slow down in 2016 was visible from it's lower net observation as compared to previous years. Leasing was focused on three major office submarkets: Airport West, Coral Gables and Brickell Avenue. Each submarket has a sizable class A sector office market. Well overall, suburban submarkets out paced the CBD in leasing and absorption as tenants were attracted to space options available outside of the urban core. A significant amount of this absorption occurred in Downtown Miami. Miami Airport and Coral Gables - abnormally quiet through last year - crackled to open 2017: first quarter total leasing activity across these two submarkets surged, accounting for 40 percent of their aggregate 2016 activity. As the market remains capable of absorbing space, lease rates continue to climb - approaching \$53 per sf. in the most sought-after urban areas.

Market Statistics – Class A & B

Submarket	Class	Total Inventory (SF)	Direct Vacancy (%)	Total Vacancy (%)	Q1 2017 Net Absorption (SF)	2017 YTD Net Absorption (SF)	Under Construction (SF)	Avg. Dir. Asking Lease Rate (\$/SF/FSG/G/MG)
CBD								
Brickell	A	4,190,374	8.7	8.7	61,812	61,812	0	52.76
	B	2,085,545	11.1	11.7	(17,208)	(17,208)	30,000	39.16
Downtown Miami	A	3,257,916	18.1	18.1	56,950	56,950	280,000	52.22
	B	2,311,954	19.3	19.3	8,839	8,839	0	33.25
CBD Total		11,845,769	13.8	13.9	110,393	110,393	310,000	45.34
Suburban								
Airport/Doral	A	4,571,997	4.7	4.8	4,694	4,694	246,085	32.97
	B	6,022,899	10.1	10.1	36,911	36,911	0	26.92
Aventura	A	1,250,700	4.9	5.3	14,502	14,502	40,000	46.61
	B	166,788	36.6	36.6	2,768	2,768	0	41.76
Biscayne Blvd.	A	668,820	20.3	20.3	0	0	41,923	41.00
	B	340,424	4.4	4.5	10,273	10,273	0	32.03
Cocoanut Grove	A	507,367	0.8	0.8	1,134	1,134	0	36.00
	B	601,071	2.8	2.8	16,529	16,529	0	32.70
Coral Gables	A	4,172,535	11.2	11.2	48,180	48,180	222,226	39.84
	B	2,992,508	5.8	5.8	6,241	6,241	0	34.54
Kendall	A	1,398,315	10.5	10.5	15,941	15,941	0	37.74
	B	2,109,424	9.6	9.7	(2,247)	(2,247)	0	25.95
Miami Beach	A	820,097	6.0	6.2	(33,129)	(33,129)	0	39.96
	B	889,535	7.3	7.3	(9,265)	(9,265)	0	39.36
Miami Lakes	A	517,331	17.1	17.1	15,705	15,705	0	27.67
	B	996,735	26.7	27.0	24,501	24,501	0	21.62
North Miami	A	560,752	9.1	9.2	(3,529)	(3,529)	157,782	27.19
	B	314,047	0.0	0.0	38,135	38,135	0	20.79
South Dade	A	0	0.0	0.0	0	0	0	0
	B	467,756	22.8	22.8	(2,400)	(2,400)	0	25.68
Suburban Total		29,369,101	9.3	9.4	184,944	184,944	708,016	33.33
Overall Total		41,214,890	10.6	10.7	295,337	295,337	1,018,016	38.22

Source: CBRE Research, Q1 2017.

Market Statistics – All Classes

Submarket	Total Inventory (SF)	Direct Vacancy (%)	Total Vacancy (%)	Q1 2017 Net Absorption (SF)	2017 YTD Net Absorption (SF)	Under Construction (SF)	Avg. Dir. Asking Lease Rate (\$/SF/FSG/G/MG)
Brickell	7,254,471	10.2	10.4	20,693	20,693	30,000	43.44
Downtown Miami	7,584,293	18.5	18.5	38,028	38,028	280,000	40.13
CBD Total	14,838,764	14.4	14.5	58,721	58,721	310,000	41.23
Airport/Doral	11,710,099	7.9	7.9	38,453	38,453	246,085	28.28
Avventura	1,549,296	8.8	9.0	13,734	13,734	40,000	43.54
Biscayne Blvd.	1,596,699	12.5	12.5	19,225	19,225	41,923	37.94
Coconut Grove	1,173,438	1.8	1.8	17,663	17,663	0	33.27
Coral Gables	7,287,071	8.8	8.8	58,840	58,840	222,226	38.31
Kendall	3,683,539	9.7	9.7	16,016	16,016	0	30.98
Miami Beach	1,959,034	5.9	6.0	(42,694)	(42,694)	0	39.54
Miami Lakes	1,953,195	20.8	21.0	60,937	60,937	0	22.68
North Miami	1,423,572	7.6	7.6	45,046	45,046	157,782	26.06
South Dade	467,756	22.8	22.8	(2,400)	(2,400)	0	25.68
Suburban Total	32,803,699	9.2	9.2	224,820	224,820	708,016	32.64
Overall Total	47,642,463	10.8	10.9	283,541	283,541	1,018,016	36.44

Source: CBRE Research, Q1 2017.

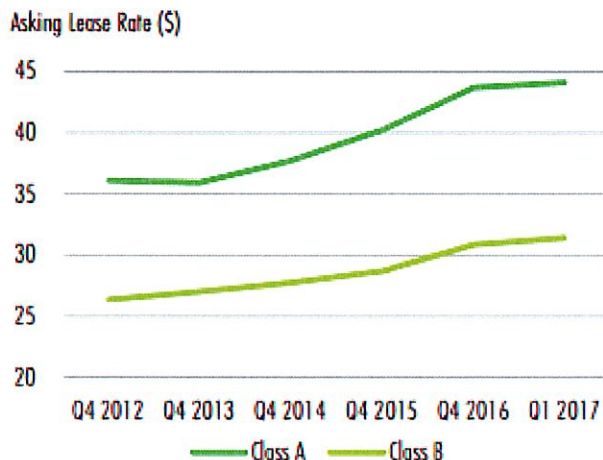
The average asking lease rate for Class A properties in the CBD climbed to \$52.40 per sq. ft., an increase of \$5.24 year- over -year 11.1%. In the suburban submarkets, the average asking rate for Class A properties was \$37.50, an increase of \$1.47 year- over -year or 4.1%. Leases executed during Q1 2017 was approximately 754,0410 sq. ft. in over 170 transactions. The average asking rate for class A property has been growing much faster Class B property reflecting a higher demand of well-located with good access office spaces which attract the highest quality tenants and also command the highest rents. Although with the slowdown in net observation rate following a period of rapid growth and market uncertainty in 2016 resulted in rents stabilizing but the momentum in class A property is coming back.

Key Lease Transactions Q1 2017

PROPERTY	SF	TENANT	TRANSACTION TYPE	SUBMARKET
Douglas Entrance West Building	53,021	University of Saint Augustine	Lease	Coral Gables
355 Alhambra Circle	23,923	Consentino Group	Lease	Coral Gables
800 Waterford	18,000	DB Schenker	Lease	Airport West
1221 Brickell	16,529	Boats Group	Lease	Brickell Avenue

Source: Cushman & Wakefield

Average Direct Asking Lease Rate (FSG/G/MG)



Source: CBRE Research, Q1 2017.

The Co-working industry has been growing exponentially in the last decade. In Miami-Dade county the co-working provider both new and existing are the most active market seeking office space close to 200,000 sq. ft. of office space primarily in the Brickell, Downtown and Airport submarkets. This would equal an increase of 40% in square footage occupied by co-working companies as per CBR latest report. Lease rates are expected to continue to rise, though at a slower pace than observed during the past few years. The office market is appealing to international clients as well, especially to those who wish to position themselves in close proximity to the strengthening Latin America markets. As per CBRE market view

of Miami Office 2017 "Total tenants seeking space in the market have requirements for 1.5 million sq. ft. Business services, which includes co-working providers, creative industries and media entertainment were the top industries in the market, followed by financial services."

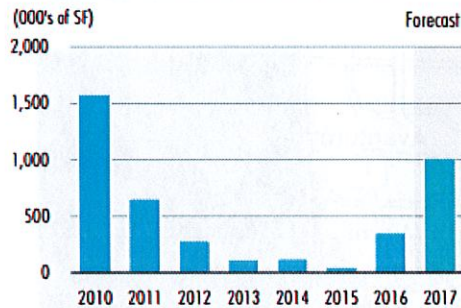
Significant Occupancies*

Submarket	Property	Tenant	Transaction (SF)
Brickell	Two Brickell City Centre	WeWork Companies, Inc.	64,572
Kendall	Two Datan Center	Rubenstein Law	26,897
Downtown	Southeast Financial Center	Cozen O'Connor	22,519
Downtown	SunTrust International	Podhurst Orseck	18,051
Miami Lakes	Washington Square	Center For Family & Child Enrichment, Inc.	17,794

Source: CBRE Research, Q1 2017.

*Does not include renewals.

Investment & Development:



Source: CBRE Research, Q1 2017.

The investment sales activity in Miami-Dale market is poised for another strong year. CBRE considers Miami-Dale county as one of the few major metropolitan areas nationwide that has minimal office construction compared to projected absorption.

As per Avison young, "Investment sales through the first quarter have been comprised primarily of private investment, accounting for 77% of the capital flow, followed by users, accounting for 19% and public listed/REITs for 4%."

There are 10 projects under construction, all office projects are scheduled to deliver in 2017 which will increase office inventory by only 2.0%.

Submarket	Property	Buyer	Seller	Building (SF)	Sale Price (\$)	Price per SF (\$)
Brickell	1428 Brickell	Ytech International	Taplin Co.	67,599	26,500,000	392
Miami Beach	City National Bank	Pacific Star Capital	City National Bank of Florida	57,105	24,600,000	431
Airport/Doral	The Mapfre Building	Arawak Properties	MAPFRE Intermediaries, Inc.	78,374	13,135,400	168
North Miami	Park Centre	Intercoastal Home Health Care	Arnstein & Lehr	58,000	8,500,000	147

Source: CBRE Research, Q1 2017.

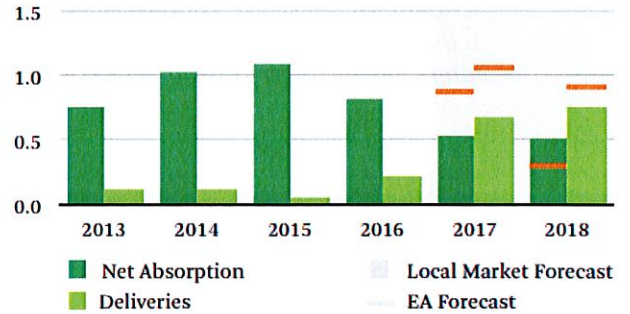
The most significant sale of the quarter was the sale of 1428 Brickell for \$392 per sf. The building was acquired by Ytech International Realty, in a debtor controlled sale.

Outlook:

The Miami – Dale office market started the year on a positive note with an improving Macroeconomic climate and declining vacancy rate. As the market approaches a near historic low in total vacancy, lease rates have reached new heights - approaching \$53 per sf. in the most competitive areas. We see an overall trend continue.

The asking rate is expected to increase further, although at a lower rate as compared to 2015, as the market will see incremental new supply for both the CBD and major suburban submarket. Increased requirement of new-to-market shared workspaces are a positive sign for a long term growth of the office market.

Net Absorption (MSF)



Source: CBRE Research, Q4 2016; CBRE Econometric Advisors (EA), Q4 2016.

MARKETVIEW MIAMI OFFICE



Miami – Industrial Market

Overview

Miami enjoys a diverse economy with strong fundamentals in international trade, tourism, and construction. As the U.S. port market positioned closest to the expanded Panama Canal, the outlook for the Miami industrial market is extremely strong. Even in the absence of its strategic location, the rapidly growing population in the Miami market would prove to be draw for industrial activity. Local draw and strategic positioning will drive the industrial market in the coming years.

Moody's Analytics predicts that job and income growth in Miami will continue over the near term as its port attracts good jobs in trade, manufacturing, and tourism. International trade poised to accelerate due to strong ties to Latin America and well-developed shipping and distribution infrastructure, but city infrastructure needs to strengthen due to increasing congested roads and airport. Latin American companies are moving their operations to Miami-Dade for political and economic reasons. These include food processing and aviation companies. In addition, medical drug and equipment manufacturing is active with some tenants purchasing their own facilities. Long-term prospects call for strong job growth in leisure & hospitality, construction, and healthcare. Miami is expected to continue outpacing national economic growth with a 4.6% rise in gross metro product in 2017, due in large part to strength in these sectors. Large warehouses deliver with 75% of total net absorption in the first quarter as tenant requirements continue to increase in size. Investors continue to demonstrate a willingness to pay a premium for high-quality assets. Positive direction for the market this year will be guided by the steadily expanding Florida economy.

Leasing Rate:

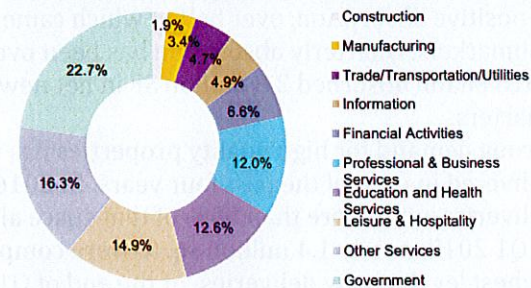
In First Quarter, The Miami Industrial market Vacancy rates have fallen for the ninth consecutive year, now sitting at 3.8 percent, decreasing 70 basis points year-over-year. As vacancy rates continue to compress, institutional buyers are increasingly taking notice of Miami, which is dramatically shifting the ownership parks from local investors to



300 SW 12 Ave, #3 | N

Employment By Industry

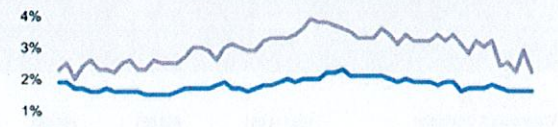
South Florida, February 2016 Not Seasonally Adjusted



Source: U.S. Bureau of Labor Statistics

Payroll Employment

Total Nonfarm, Not Seasonally Adjusted, 12-Month % Change

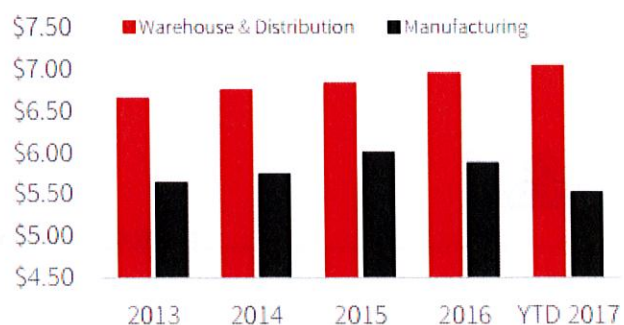


Total vacancy



2013 2014 2015 2016 YTD 2017

Average asking rents (\$/s.f.)



institutional entities. In spite of Miami's commanding growth, the average rate remained below the other two counties in South Florida, making it more affordable to the competition northward, a trend that did not occur in the previous two real estate cycles. Despite robust construction the vacancy rate in Industrial market space remained very low. Total vacancy for the Miami - Dale Industrial market remained closed to all time low of 3.8%, lower than 4.2% of 2016 due to strong leasing demand in the last 12 months outpacing supply consistently. The strong fundamental translated Warehouse and distribution rents up 3.2 percent year-over-year, sitting at \$7.04 per square feet (even higher for newer, quality product) where as for manufacturing asking rate of \$5.53/ sq. ft.

Demand in Q1 2017 was strongest in the Medley and Miami Airport submarkets, with healthy demand seen in North Miami Beach as well. The quarter concluded with over 700,000 square feet of positive absorption, over half of which came from the Airport West and North Central Dade submarkets. Quarterly absorption has been over 500,000 SF in each of the past ten quarters. In 2016 Miami absorbed 2.8 million SF in net new occupancy, spread evenly throughout all four quarters.

Strong demand for high quality properties has resulted in more than 1.5 million sq. ft. of new space delivered in each of the past four years. In 2016, Miami saw more than 1.7 million sq. ft. of new deliveries, with more than 80% of that space already leased. Source: JLL

In Q1 2017, nearly 1.4 million sq. ft. were completed, indicating that this year could see the cycle's highest level of new deliveries. At the end of Q1 2017, more than 2.6 million sq. ft. are under construction, with most of that in the Medley and Miami Airport submarkets. Of this total, 43% has already been pre-leased.

Industrial Statistics

	Inventory (s.f.)	Quarterly total net absorption (s.f.)	YTD total net absorption (s.f.)	YTD total net absorption (% of stock)	Total vacancy (%)	Total availability (%)	Average total asking rent (\$ p.s.f.)	Quarterly completions (s.f.)	YTD completions (s.f.)	Under construction (s.f.)
Miami-Dade Totals										
Warehouse & Distribution	166,114,051	666,653	666,653	0.4%	3.9%	8.0%	\$7.04	1,710,299	1,710,299	2,503,144
Manufacturing	16,920,060	39,584	39,584	0.2%	2.1%	9.6%	\$5.53	0	0	0
Totals	183,034,111	706,237	706,237	0.4%	3.8%	8.1%	\$6.87	1,710,299	1,710,299	2,503,144

Metro Miami Industrial Market Indicators

SUBMARKET	BUILDINGS	INVENTORY	DIRECT VACANT	DIRECT VACANCY RATE	SUBLEASE SF	TOTAL SF VACANCY	OVERALL VACANCY RATE	CURRENT NET ABSORPTION	UNDER CONSTRUCTION	RENTAL RATE PSF
Central Miami	41	1,857,536	94,406	5.1%	0	94,406	5.1%	-8,946	0	\$10.00
East Miami	55	2,087,073	169,095	8.1%	0	169,095	8.1%	-173	0	\$14.66
Hialeah	426	20,654,172	617,595	3.0%	14,000	631,595	3.1%	-7,984	0	\$8.88
Medley	358	28,373,154	1,220,089	4.3%	51,832	1,271,921	4.5%	304,769	1,211,491	\$9.87
Miami Airport	1,123	68,359,702	2,204,648	3.2%	170,201	2,374,849	3.5%	259,618	1,162,084	\$11.83
Miami Lakes	195	11,643,636	768,586	6.6%	0	768,586	6.6%	-72,138	0	\$7.62
North Miami Beach	505	32,113,899	1,570,993	4.9%	0	1,570,993	4.9%	103,191	0	\$7.48
South Central Miami	165	6,811,804	858,411	12.6%	0	858,411	12.6%	58,044	0	\$14.50
South Dixie Highway	118	4,642,324	116,264	2.5%	0	116,264	2.5%	459	237,000	\$9.05
Southwest Dade	175	6,394,578	145,677	2.3%	0	145,677	2.3%	-2,095	25,387	\$8.93
West Miami	68	2,658,841	73,423	2.8%	0	73,423	2.8%	-12,930	0	\$12.35
Grand Totals	3,229	185,596,719	7,839,187	4.2%	236,033	8,075,220	4.4%	621,815	2,635,962	\$9.92

Transaction Highlights

Notable Industrial Lease Deals

Completed between 1/1/17 and 3/31/17

Tenant	Building	Lease (\$F)	Comments
Bel USA LLC	Medley Logistics Park	342,750	Renewal
H Greg Miami Inc.	Bristol Logistics Center	96,920	New lease
Dupuy	Market Station	96,883	New lease

Notable Industrial Building Sales

Completed between 1/1/17 and 3/31/17

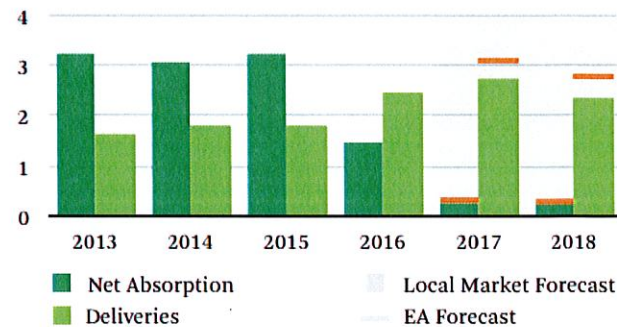
Building	Total (\$F)	Price	Price (\$SF)	Comments
Bridge Point Crossroads West	243,296	\$31,650,000	\$130	86% leased; sold to TA Realty as part of portfolio sale
TA Portfolio (45 buildings in South Florida, Atlanta, & Southern California)	8.6 million	\$854,500,000	\$99	Sold to Brookfield
6850 SW 81st Terrace	44,224	\$8,720,000	\$197	Sold to Kirchhoff Companies for redevelopment

Source: Transwestern

Outlook:

As Miami's economy continues to expand, we expect to see more big name companies capitalize on growth opportunities and sign bigger deals. With more than five years of rent growth and six consecutive years of positive net absorption, the outlook for industrial remains strong. Its gateway location makes the Miami International Airport and PortMiami significant channels for international trade and commerce. Miami's vacancy rate, which is already one of the lowest in the country, is expected to contract as current tenants expand and new tenants enter the market. As per CBRE report "net absorption is expected to remain positive through 2018, while several development projects currently underway is expected to add more than 2.4 million sq. ft. to the market. As a result, vacancy is expected to rise slightly over the next couple of years, but to remain near its 2015 low. Lease rates are expected to continue to rise, though at a slower pace."

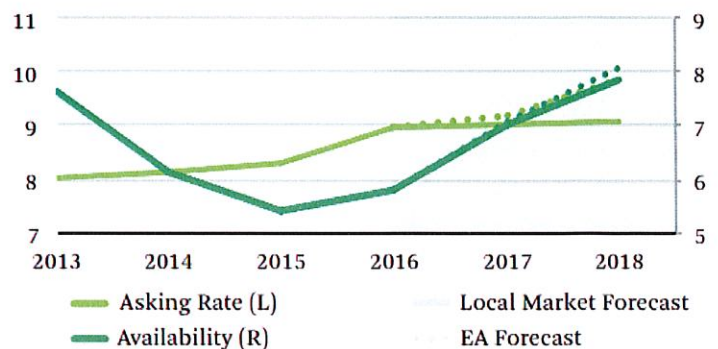
Net Absorption (MSF)



Source: CBRE Research, Q4 2016; CBRE Econometric Advisors (EA), Q4 2016.

Asking Rate (\$ PSF NNN)

Availability Rate (%)



Source: CBRE Research, Q4 2016; CBRE Econometric Advisors (EA), Q4 2016.

**AGREEMENT FOR SALE AND PURCHASE OF VACANT LAND
IN "AS IS" CONDITION**

This Agreement for Sale and Purchase (the "Agreement") is entered into as of the _____ day of _____, 2021 by and between TNJ REALTY LLC , whose Post Office Address is 2257 SW 132nd Avenue, Miramar Florida 33027 ("Purchaser") and **CITY OF OPA-LOCKA**, a political subdivision of the State of Florida, hereinafter referred to as "Seller", whose Post Office Address is 780 Fisherman Street, Opa-locka, FL 33054.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Purchaser and Seller agree as follows:

1. REALTY. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property owned by Seller, if any (collectively, the "Real Property"). The Real Property sale is subject to the possibility of reverter to the Seller as provided below and is sold in "as is" condition.

2. Title to the Real Property shall automatically revert to Seller or the then assignee of Seller's rights on the date that is three years (3) from the date of closing of this Real Property sale if Purchaser or its assignee fails to develop the Real Property for commercial use. Grantor shall record a notice of exercise of reverter or other document as may be deemed necessary. Upon the recording of such instrument, title to the Property shall vest in Seller or the then assignee of Seller's rights hereunder subject to all matters then of record, except that within thirty (30) days after Purchaser or the then assignee of Purchaser's rights in the Real Property has received written notice of such recordation, Purchaser or the then assignee of Purchaser's rights shall satisfy and take commercially reasonable efforts to cause the release and reconveyance of any encumbrances securing loans or evidencing liens or security interests created by Purchaser or the then assignee of Purchaser's rights. Purchase or the then assignee of Purchaser's rights shall execute any document reasonably required to give effect to this provision. The foregoing conditions and restrictions shall be deemed covenants running with the land and binding upon Purchaser and its successors and assigns. The reversion right herein shall automatically expire and be of no further force and effect without the need of any further documentation following the date that is three (3) years after the date of the closing of this Real Property Sale, provided that the Real Property was developed for commercial purposes.

3. **"AS IS" SALE. PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE SOLD, AND PURCHASER SHALL ACCEPT POSSESSION OF POSSESSION OF THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS," WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE. SELLER, ITS COUNSEL OR ANYONE ACTING BY OR ON BEHALF OF SELLER HAVE OR SHALL BE DEEMED TO HAVE MADE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) TO PURCHASER WITH RESPECT TO THE PROPERTY, ANY MATTER SET FORTH, CONTAINED OR ADDRESSED IN ANY OTHER TRANSACTIONAL DOCUMENTS,**

(INCLUDING THE ACCURACY, COMPLETENESS AND CONTENT THEREOF; PURCHASER WILL, PRIOR TO CLOSING, CONFIRM INDEPENDENTLY ALL INFORMATION THAT IT CONSIDERS MATERIAL TO ITS PURCHASE OF THE PREMISES; AND BY PROCEEDING TO CLOSING PURCHASER ACCEPTS THE RISK OF ANY AND ALL KNOWN AND/OR POTENTIAL ENVIRONMENTAL LIABILITIES ASSOCIATED WITH THE PREMISES.

4. PURCHASE PRICE AND PAYMENT.

4.1. PURCHASE PRICE. Purchaser agrees to pay a purchase price for the Real Property of Fifty-Seven Thousand Dollars and 00/100 Dollars (\$57,000.00) (the "Purchase Price").

4.2. ADJUSTMENTS TO PURCHASE PRICE. The Purchase Price to be paid at closing shall be subject to the adjustments, reductions (if any), and prorations provided for in this Agreement and will be paid at closing by wire transfer of U.S. funds for the Real Property referenced above. Any reductions in the Purchase Price shall be agreed upon between Purchaser and Seller prior to the end of the Inspection Period, hereinafter defined. In the event the parties cannot agree upon the total reduction in the Purchase Price, then this Agreement shall be automatically terminated. If Seller shall be unable to convey title to the Real Property according to the provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, without a reduction in Purchase Price; or (ii) terminate this Agreement. Upon such termination, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

4.3 INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey title to the Real Property by Quit Claim Deed, subject to the possibility of reverter as set forth herein and in the Quit Claim Deed.

4.4 AD VALOREM TAXES. Purchaser, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes.

5. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Purchaser and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction, including any environmental testing provided the Purchaser shall indemnify and hold Seller harmless for damage or injury caused by Purchaser and its agents subject to all limitations of Section 768.28, Florida Statutes. Purchaser's indemnification and insurance obligations set forth herein shall survive the closing or early termination hereof. Purchaser may in the course of such entry make any invasive tests, alterations or improvements to the Real Property owned by Seller, with the express written consent of Seller, which consent may not be unreasonably withheld. Notwithstanding the foregoing, prior to any entry upon the Real Property by Purchaser or any of its agents, Purchaser shall provide Seller with an insurance certificate reflecting liability insurance coverage of not less than \$1,000,000 and naming Seller as an additional insured. If Closing does not occur, Purchaser shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

6. TENANCIES. Seller further warrants and represents that no person is living on or

occupying the Real Property, that there is no tenant in possession of the Real Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Real Property.

7. PRORATIONS. Expenses for electricity, water, sewer, waste collection, if any, shall be prorated to the day prior to closing.

8. CLOSING. The closing agent for this transaction shall be _____ . Any closing cost shall be paid by the Purchaser. The closing of this transaction shall be completed on the day which is thirty (30) days from the Effective Date of this Agreement. If such date falls on a Saturday, Sunday or other legal holiday, the closing shall occur on the next available business day. Seller and Purchaser agree that closing may be accomplished by escrow and that a representative of the Seller shall not be required to attend closing.

9. TIME OF THE ESSENCE. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller or Purchaser.

10. BROKERS. Purchaser shall hold Seller harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent, which claims arise by through, or under Purchaser.

11. EXPENSES. Purchaser shall be responsible for recording fees on the Quit Claim Deed. Purchaser shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Quit Claim Deed.

12. POSSESSION. Seller shall deliver possession of the Real Property to the Purchaser at closing.

13. SELLER'S DISCLAIMER/PURCHASER'S RELEASE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND OR CHARACTER REGARDING ANY ASPECT OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY ACTIVITY OR USE WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (G) COMPLIANCE OF THE REAL PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS, OR (H) THE COMPLIANCE OF THE FACILITIES ON THE REAL PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY OR ANY DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE REAL PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN. PURCHASER ACKNOWLEDGES THAT, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY (WHICH PURCHASER MAY HAVE ACCESS AS HEREIN SET FORTH) AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, OTHER THAN INFORMATION EXPRESSLY REQUIRED TO BE PROVIDED BY SELLER HEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS" BASIS WITH ALL FAULTS. THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE REAL PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. FURTHERMORE, EXCEPT FOR ANY CLAIM THE PURCHASER MAY HAVE AS A RESULT OF THE BREACH BY THE SELLER OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER SET FORTH HEREIN, PURCHASER DOES HEREBY RELEASE AND FOREVER DISCHARGE SELLER, ITS DIRECTORS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY PURCHASER RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE "CLAIMS"). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE REAL PROPERTY OCCURRED BEFORE OR AFTER THE CLOSING. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE PURCHASER MAY HAVE AGAINST THE SELLER. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

14. DEFAULT.

14.1 BREACH BY SELLER. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for closing, Purchaser may, at Purchaser's election and as Purchaser's sole and exclusive remedy do one of the following: (i) terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach.

14.2 BREACH BY PURCHASER. In the event of a breach of Purchaser's covenants or warranties herein and the failure of Purchaser to cure such breach within the time provided for closing, Seller may seek specific performance or money damages. The Seller's measure of damages shall be the difference between the purchase price and the fair market value of the property at the time of Purchaser's breach.

15. LITIGATION. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

16. SUCCESSORS IN INTEREST. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

17. GOVERNING LAW. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Agreement; proper venue thereof will be in Miami-Dade County.

18. INVALID PROVISIONS. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Agreement in accordance with the clear intent of the parties.

19. RECORDING. This Agreement or notice thereof may be recorded by Purchaser in the minutes of the Clerk of the City of Opa-Locka, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

20. ASSIGNMENT. Neither this Agreement nor any interest therein shall be assigned by Purchaser or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

21. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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.

22. NOTICE. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service, email or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below or at such other address as has been substituted by notice given in the manner required hereby.

As to Seller: John E. Pate, City Manager
City of Opa-locka
Office of the City Manager
780 Fisherman Street
Opa-locka, FL 33054
E-Mail: jpate@opalockafl.gov

With a copy to: Burnadette Norris Weeks, Esq.
Burnadette Norris-Weeks P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Fax: 954-768-9770
E-Mail: bnorris@apnwplaw.com

As to Purchaser: TNJ REALTY LLC
c/o William Green, Managing Partner
2257 SW 132nd Avenue
Miramar Florida 33027

With a copy to: The Barrister Law Firm
c/o Christopher Benjamin
P.O Box 694011
Miami Florida 33269

Any such notice or demand so secured shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission or email transmission.

23. AWARD OF AGREEMENT. Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

24. CONFLICT OF INTEREST. The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Real Property has any personal financial interest, direct or indirect, in this Agreement, except

for the interest of the Seller in the sale of the Real Property. The Seller is aware of the conflict of interest laws of Miami-Dade County, Florida and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

25. WAIVERS. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertaking, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

26. SURVIVAL OF REPRESENTATIONS/WARRANTIES. The representations and warranties contained in this Agreement shall survive the Closing for a period of six (6) months and be enforceable by the respective parties.

27. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The Effective Date of this Agreement shall be the date when the last party (Purchaser or Seller) executes this Agreement.

29. COUNTERPARTS, FURTHER INSTRUMENTS. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Seller and Purchaser shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Purchaser and Seller have duly executed this Agreement as of the day and year above written.

SELLER:

ATTEST:

CITY OF OPA-LOCKA

By: _____
Joanna Flores
City Clerk

By: _____
John E. Pate
City Manager

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Burnadette Norris Weeks, P.A.
City Attorney

PURCHASER:

TNJ REALTY LLC

By: _____
Name: _____
Title: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PORTION OF BLOCK 148 , OF PLAT NO. THREE OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE 20 FOOT ALLEY IN BLOCK 148 OF PLAT NO. THREE OPA-LOCKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 14 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA. LESS AND EXCEPT THAT PART OF TRACT D, DEEDED TO COUNTY OF DADE FOR ROAD RIGHT OF WAY BY WARRANTY DEED DATES 11/22/44, FILED 11/28/44, IN DEED BOOK 2442, PAGE 471 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

**CITY OF OPA-LOCKA
BUILDING DEPARTMENT
BUILDING PERMIT AND INSPECTION RECORD**

☐ SINGLE STOP (ALL TRADES) PERMIT

13730 N.W. 27 Ave

ADDRESS OF JOB

LEGAL **08-221-007-2660**

NATURE OF WORK

**New Gas Station
+ Convenience Store**

OWNER

TNJ Realty

CONTRACTOR

OWNER

INSPECTIONS	APPROVED BY	DATE
SETBACK & YARDS		
TRENCH & FORMS		
REINFORCING STEEL		
O.K. TO POUR FOOTINGS		

**DO NOT POUR FOOTINGS
UNTIL ABOVE IS APPROVED**

HEAT, AIR COND. RE- FRIG., GROUNDWORK		
ELECTRICAL GROUNDWORK		
PLUMBING GROUNDWORK		
GAS PIPING GROUNDWORK		

**DO NOT POUR CONCRETE FLOOR SLAB
OR COVER FIRST FLOOR JOISTS UNTIL
ANY WORK LISTED ABOVE IS APPROVED**

FIRST FLOOR SLAB		
------------------	--	--

**DO NO WORK ABOVE FIRST FLOOR UNTIL
AS - BUILT ELEV. SURVEY SUBMITTED IF
REQUIRED.**

ELEV. SURVEY		
--------------	--	--

TIE BEAM		
----------	--	--

**INSPECTORS WILL NOTE BELOW ANY MAJOR ITEMS
INSPECTED BUT NOT LISTED ABOVE**

DATE ISSUED:

12/28/20

INSPECTIONS	APPROVED BY	DATE
-------------	-------------	------

**ROUGH ELECTRICAL, PLUMBING & MECHANICAL
DO NOT CALL FOR FRAMING INSPECTION UNTIL
APPROVALS HAVE BEEN OK'ED BELOW.**

ROUGH ELECTRIC		
PLUMBING TOP OUT		
PLUMBING TUB & WATER PIPE		
ROUGH HEAT, AIR COND. OR REFRIG.		
ROUGH GAS PIPING		
FRAMING AND ROOF FRAMING		

**DO NOT COVER
ABOVE ITEMS UNTIL APPROVED**

TIN CAP		
SOAKAGE PIT		
WELLS		
SEWER, SEPTIC TANK		
FIR FINAL (COMMERCIAL ONLY) (FOR FIRE INSPECTION CALL: 716-7624)		
FINAL GAS		
FINAL ELECTRIC		
FINAL PLUMBING		
FINAL HEAT, AIR COND. OR REFRIG.		
FINAL ROOF		
FINAL CONTROL FINAL (FOR BLDG. COUNTY DERM)		
FINAL BUILDING INSPECTION		

**REFER TO THIS NUMBER WHEN CALLING
FOR INSPECTION:
MASTER BLDG PERMIT #**

20100040

MECH

ELEC

PLBG

OTHER

TRADE PERMIT NUMBER

BUILDING PERMIT APPLICATION

BUILDING DEPARTMENT

3400 NW 135th St., Building B
Opa-Locka, Florida 33054
Tel: (305) 953-2827
Fax: (305) 953-2897



"THE GREAT CITY"

City of
OPA-LOCKA
Florida

PERMIT NO. 20100040
DATE ISSUED: 12/28/20
CASH RECEIPT NO. B55331
CASH _____ or CHECK NO. 3146235

PERMIT TYPE (Circle) **BUILDING** MECHANICAL WALL/FENCE SIGN PAVING ROOFING FIELD INSPECTION

OTHER _____

M. Williams Green 305-632-8601

Owner TNJ Realty Tel No 305-632-8601
Mail Address 2257 SW 132nd Ave Miramar, FL 33027
Bldg Contr TBD Tel No TBD
Mail Address TBD
Architect Greenberg Farrow
Engineer CPH

Tax folio no 08-2121-007-2660 - see survey for additional
LEGAL DESCRIPTION OF JOB: Lot No. _____ Blk _____

Subdivision _____ PB & Page No 31,14

Street Address of Job 13730 NW 27th Avenue

Lot Size 1.02 Ac Survey Attached yes

Present Use Liquor Store and other vacant commercial
I HEREBY MAKE APPLICATION FOR PERMIT TO:

ERECT ☒ ALTER ☐ DEMOLISH ☐ ADD ☐ REPAIR ☐

REMOVE ☐ REMODEL ☐ ROOF ☐ FENCE ☐ SIGN ☐

A _____ STORY RESIDENTIAL ☐ INDUSTRIAL ☐

OTHER 22,294.63 - 16,478.00

FOR THE FOLLOWING USE AND OCCUPANCY

Gas Station and Convenience Store

SQ./LIN. FT 2,824 ESTIMATED COST \$1,000,000

I understand that in signing this application, I am responsible for the supervision and completion of the construction in accordance with the plans and specifications and for compliance with all City, Federal, State, and County Laws applicable.

SIGNATURE OF CONTRACTOR (QUALIFIER) OR OWNER-BLDG ONLY

William J. Green

PRINT NAME CONTRACTOR (QUALIFIER) OR OWNER-BUILDING DEPARTMENT

QUALIFIER'S LICENSE NUMBER

NOTARY PUBLIC

10-7-2020

WARNING TO OWNER: YOU MUST RECORD A NOTICE OF COMMENCEMENT. FAILURE TO DO SO MAY RESULT IN YOUR PAYING TWICE FOR SEEING IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR COMMENCEMENT.

Notary Public State of Florida
Diane Cure-Darden
My Commission GG 201979
Expires 04/01/2022

FOR OFFICE USE ONLY

	APPROVED	DATE	DENIED
ZONING	<i>OK</i>	<u>10/30/20</u>	
PUBLIC WORKS	<i>OK</i>	<u>10-27-20</u>	
PLUMBING	<i>OK</i>	<u>12/11/20</u>	
ELECTRICAL	<i>OK</i>	<u>10/26/20</u>	
MECHANICAL	<i>OK</i>	<u>11-2-20</u>	
STRUCTURAL	<i>OK</i>	<u>11-2-20</u>	
BUILDING	<i>OK</i>	<u>11-2-20</u>	

	ESTIMATED VALUE	FEE
Principal Bldg	☐ \$ Impact Fee	<u>16,478.00</u>
Accessory Bldg	☐ DBPR	<u>194.82</u>
Screen Enc	☐ DCA	<u>292.24</u>
Wall	☐ Framing	<u>506.00</u>
Fence	☐ Plan Review Bldg/St	<u>300.00</u>
Pool	☐ Plan Review MEP	<u>450.00</u>
Paving	☐ Canopy	<u>45.82</u>
Soakage Pit	☐ Slabs	<u>1804.26</u>
Roofing	☐ Plumbing	<u>123.66</u>
Public Works	☐ Site Improvement	<u>937.00</u>
Building	☒ 1,000.00	<u>425.85</u>
Other	☐ Building Demolition	<u>137.00</u>
Field Inspection	☐	
CC Fee	☒	<u>600.00</u>

TOTAL BLDG VALUE & FEES \$22,294.63 - Impact Fee

ISSUED \$2,816.63 16,478.00

BY: *[Signature]* DATE 12-11-20

Certification is required for finished floor elevation prior to Certificate of Occupancy.

CONTRACTOR'S NUMBER _____

QUALIFIER'S NAME William J. Green

QUALIFIER'S ADDRESS 2257 SW 132nd Ave

CITY Micahua

STATE FLA ZIP CODE 33027

TEL. NO. 305 632 8601

10/30/20

10/30/20



Memorandum

TO: Esin Abia, Building Official/Director
Building & License Department

FROM: Gerald Lee, Zoning Official/Planner
Planning & Community Development

DATE: October 20, 2020

RE: Proposed Impact Fees for TNJ Realty, LLC

The Impact Fee Ordinance Numbers 15-21, 15-22, 15-23, and 15-24 applies to the construction of this Gas Station and Convenience Store at the vacant property identified by folios 08-2121-007-2630, 08-2121-007-2650, 08-2121-007-2670, 08-2121-007-2660, 08-2121-013-2020, Opa-locka, FL 33054 in the B-2 Zoning District. The impact fees for this project are calculated according to the ordinances listed above, however the water and sewer impact fees will be waived because the new construction provides no net increase in resource use. Written authorization will be provided by Auria Austin, Director of Public Works/Capital Improvement Department. The calculations are as follows:

WATER IMPACT FEE	\$.00
SEWER IMPACT FEE	\$.00
ROAD DRAINAGE IMPACT FEE	\$ 16,009.00
PUBLIC SAFETY IMPACT FEE	\$ 469.00
PARK IMPACT FEE	\$ <u>00.00</u>
TOTAL	\$ 16,478.00

John A. Sowards
Member
Admitted in SC

June 2, 2021

City of Opa Locka
Opa Locka, Florida

RE: Escrowed Funds to Facilitate the Alleyway Closing

Dear Sir or Madam:

Please allow this correspondence to confirm that our Firm is serving as the Escrow Agent for certain funds designated to facilitate the purchase of an alleyway in Opa Locka, Florida. Specifically, we hold in escrow the sum of \$57,000, which funds will be advanced to TNJ Realty, LLC to facilitate its purchase of an alleyway from the City of Opa Locka.

I understand that this letter is required in connection with the City of Opa Locka's agreement to reinstate the contract with TNJ Realty, LLC for the purchase of the alleyway.

Please contact me should you have any questions or need further information in regard to this matter.

Very truly yours,

John A. Sowards

JAS/mw

cc: Jason Stern (via email)
William Green (via email)

PLANNING & ZONING PUBLIC HEARINGS

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

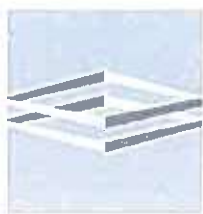
Tax Folio Numbers

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





**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

	Greenspace/Landscape Area – 21,215 SF		
Floor Area Ratio	<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.

"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.

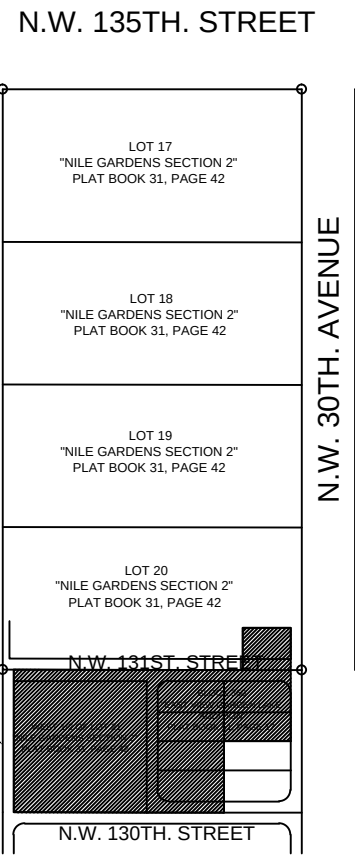
Adjacent Zoning = I-2

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 BARRIERS.
- 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 SPAD, 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

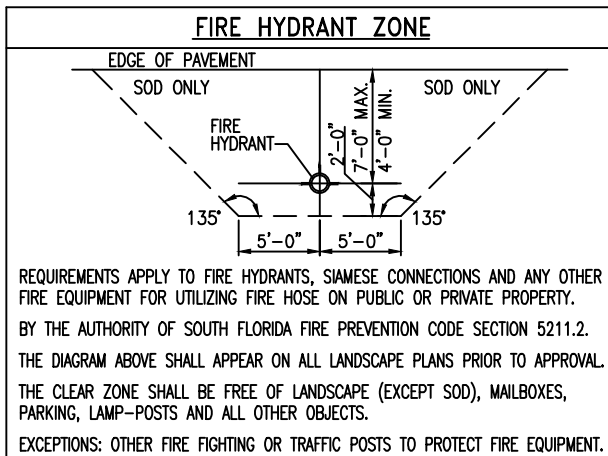
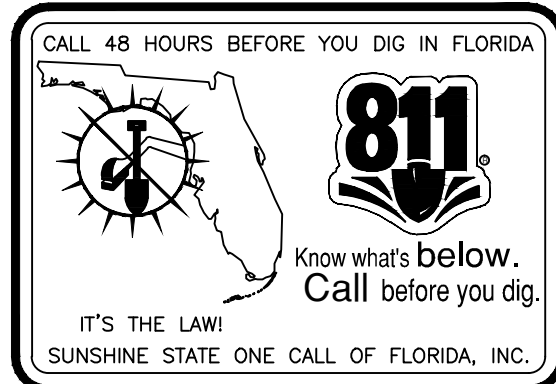
SCALE: 1" = 30'-0"

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 / 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			
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED	REQUIRED	10.00%	13.00%
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
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
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
TEL:(561)758-7707
LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL- rb@richardbartlettlandscape.com

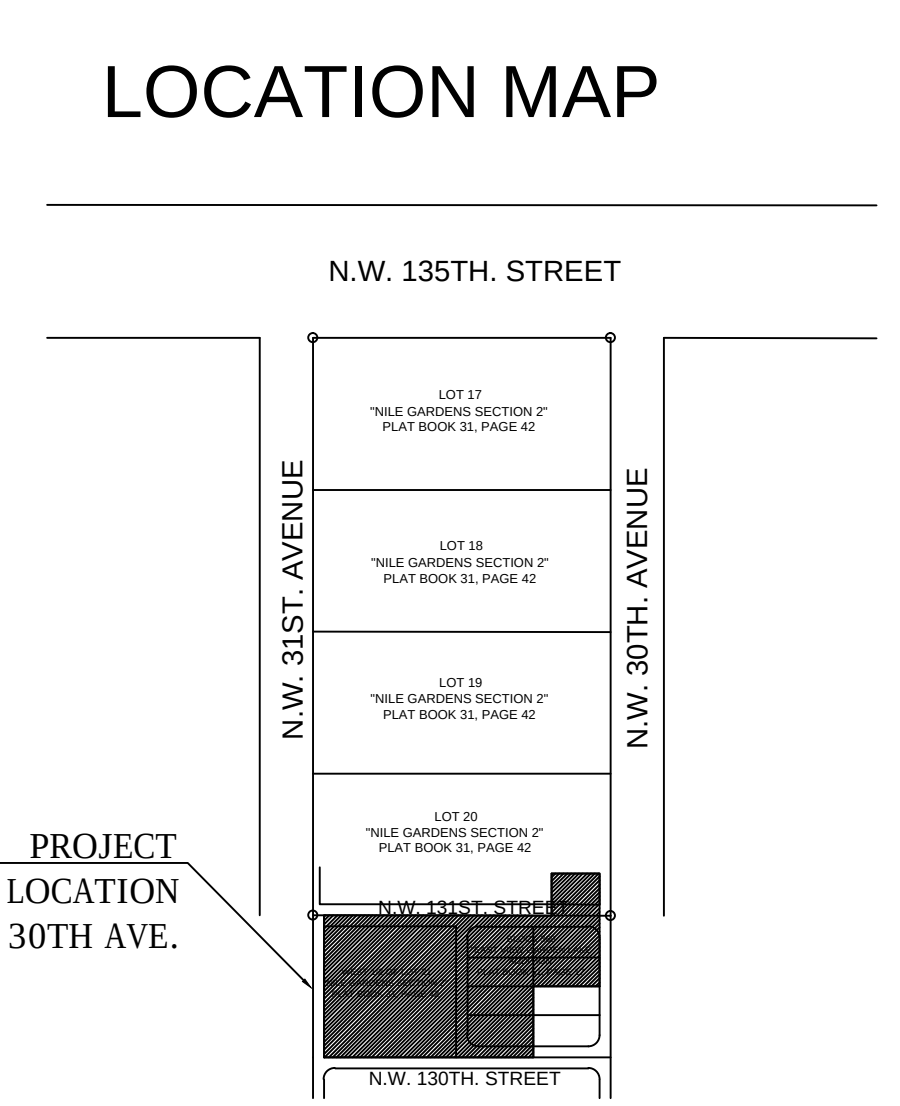
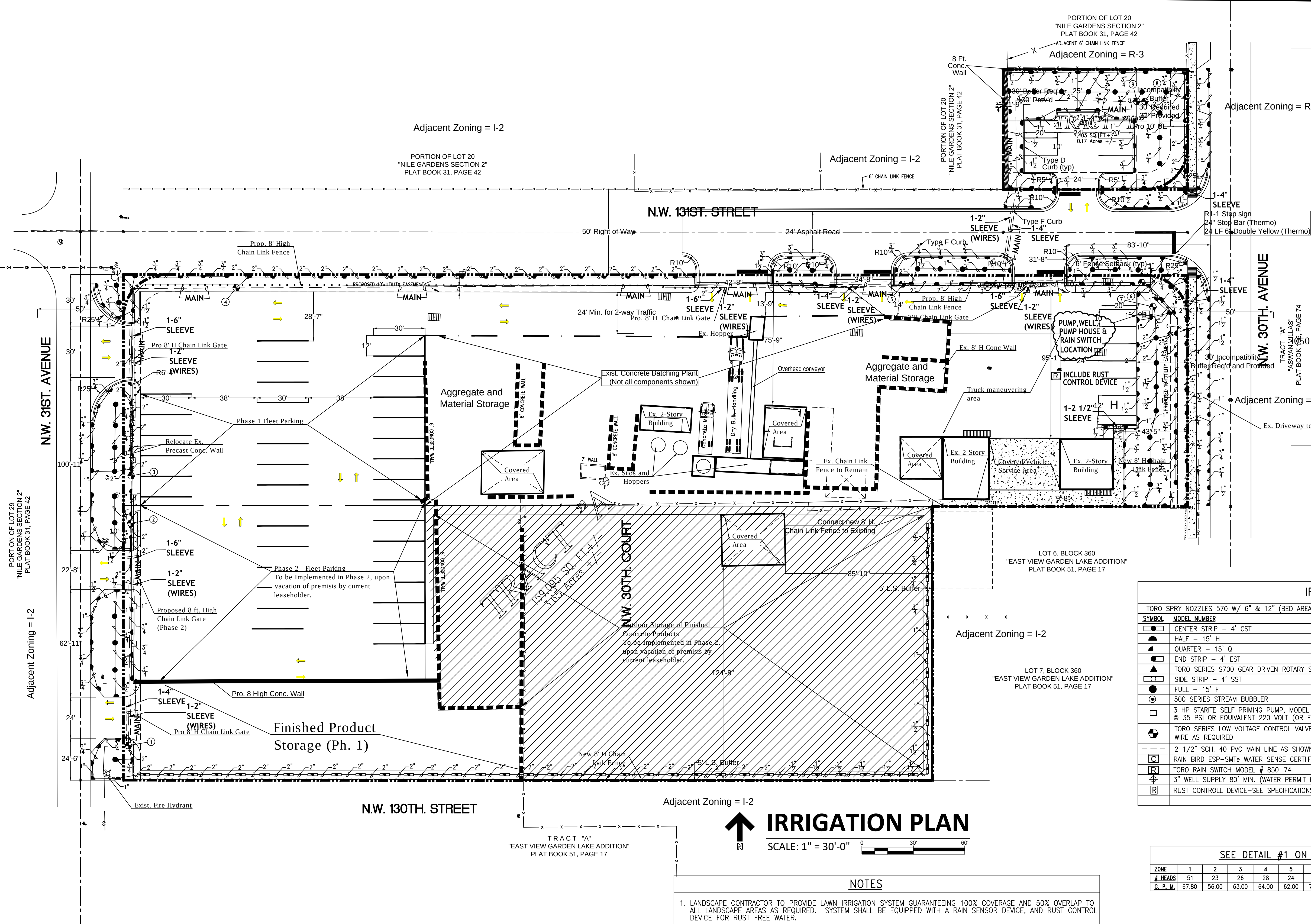
AMD USA Inc.

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 WITNESSED WITH THE SEAL OF
GLEN A. HANKS
FLORIDA P.E. #153652
FOR THE FIRM



IRRIGATION LEGEND				
TORO SPRAY 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			
	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.

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.

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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

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
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EMAIL: rs@richardbartlettlandscape.com

SEAL

EHANKS consulting Engineers, inc.

7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

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2019-08-28 Opa-Locka Site Plan

REVISIONS

2020-02-13 City Comments
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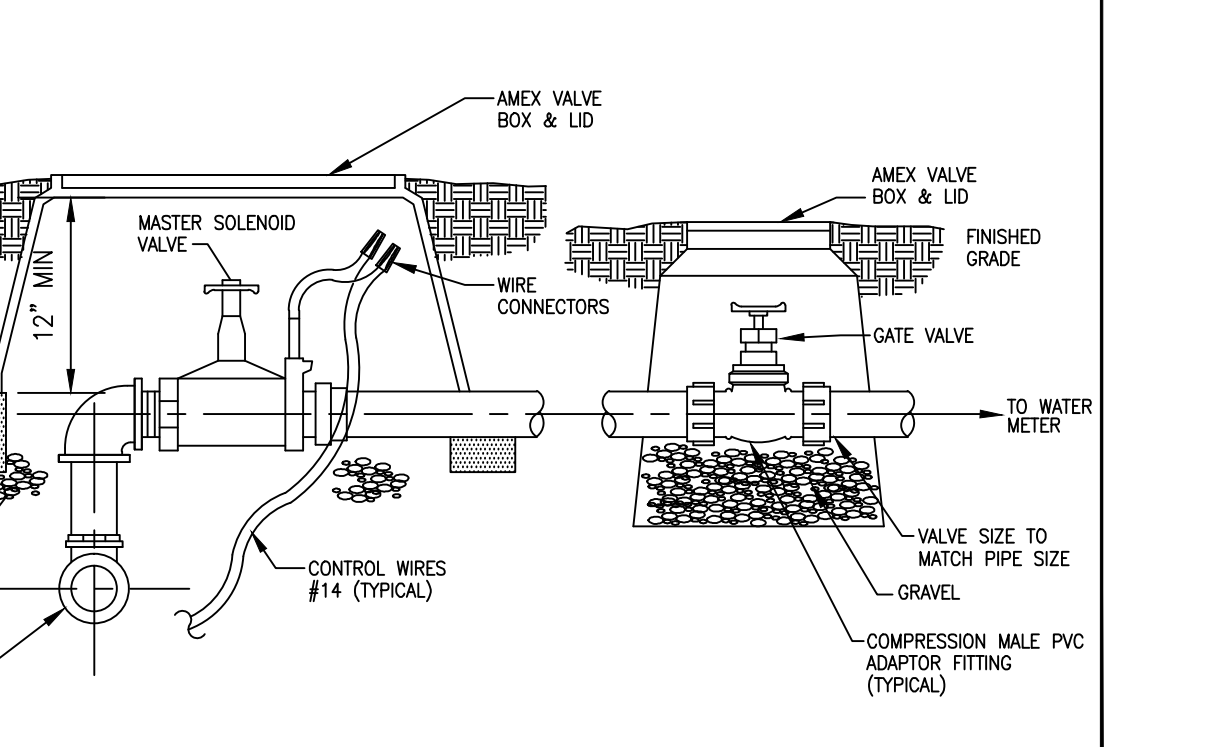
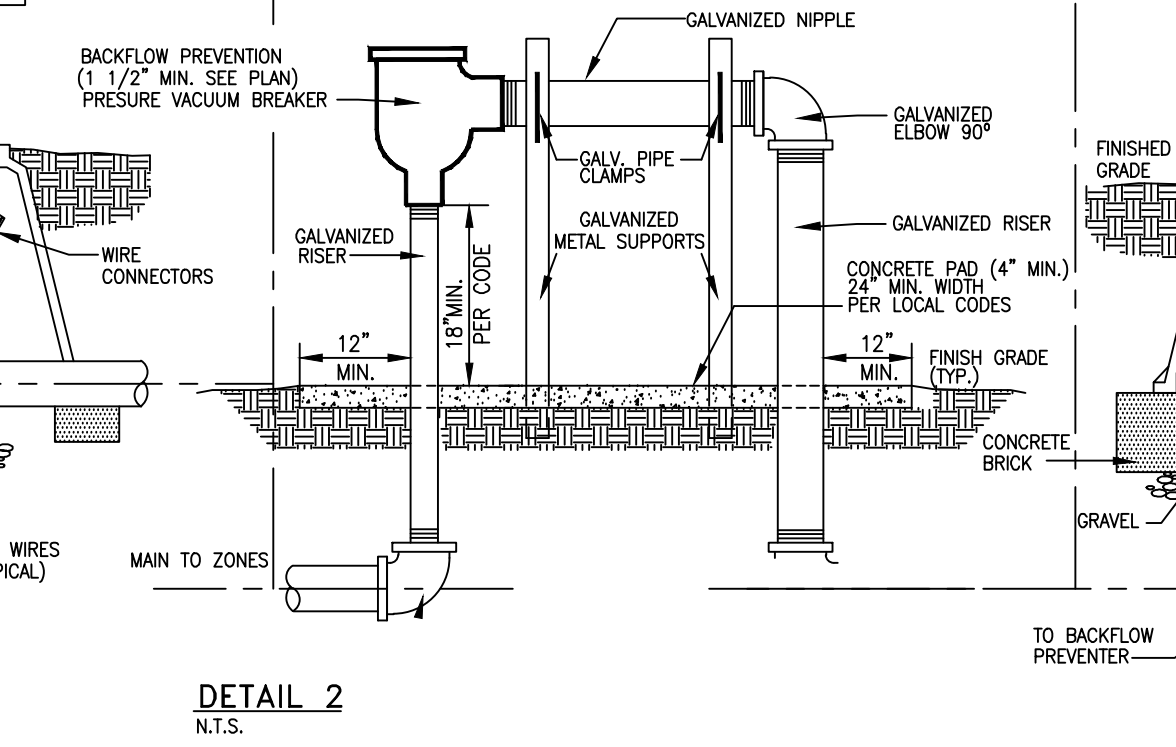
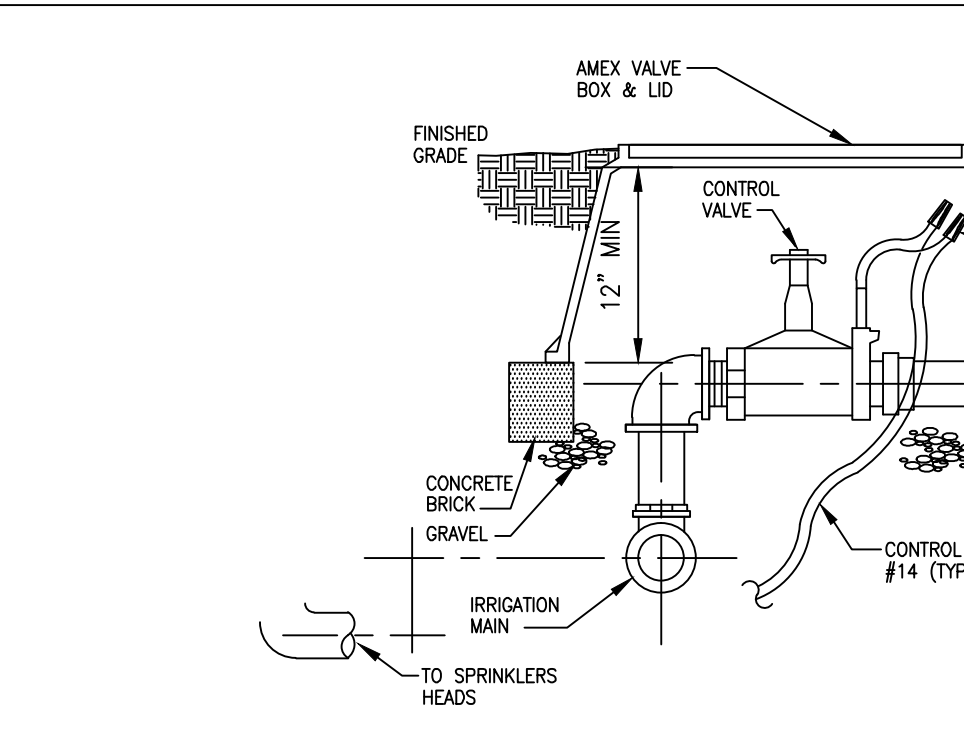
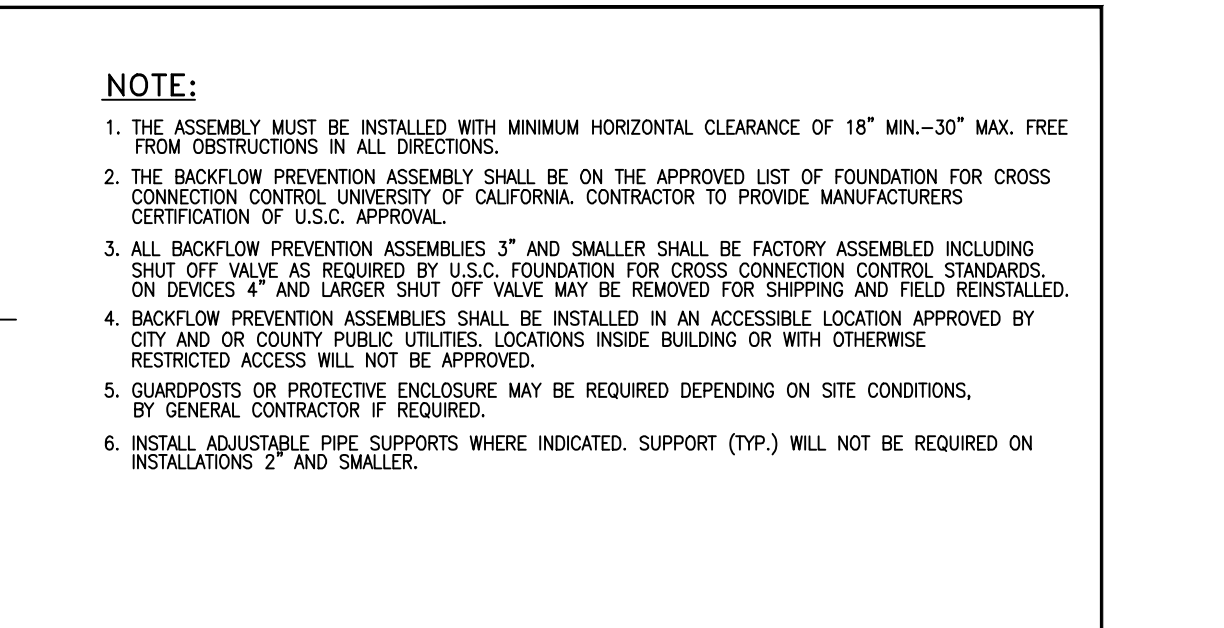
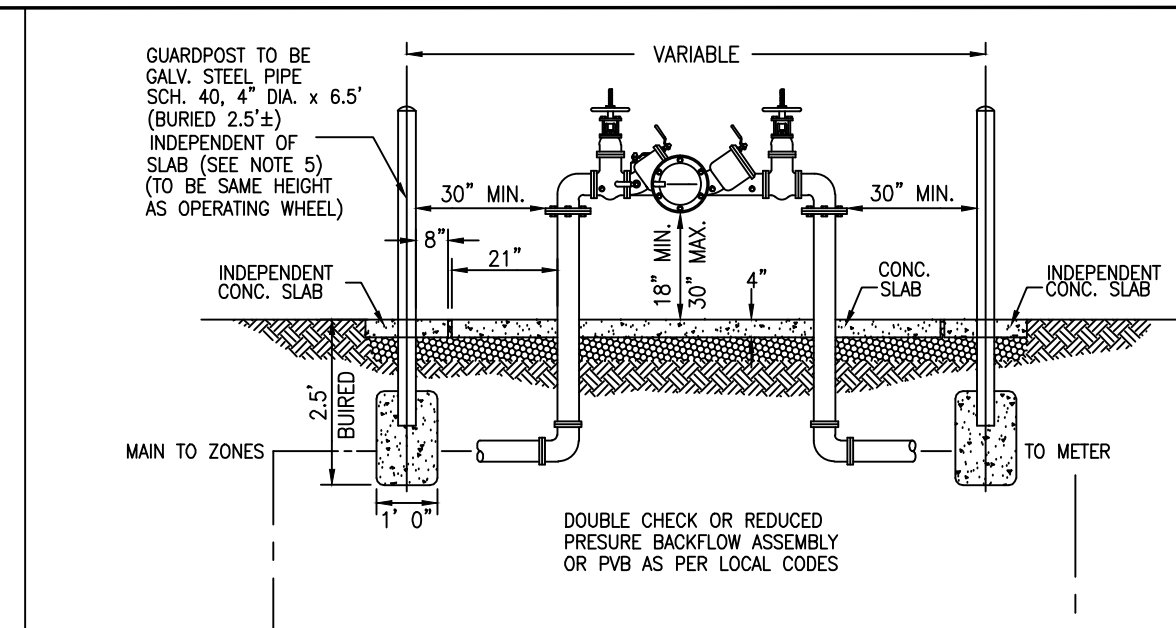
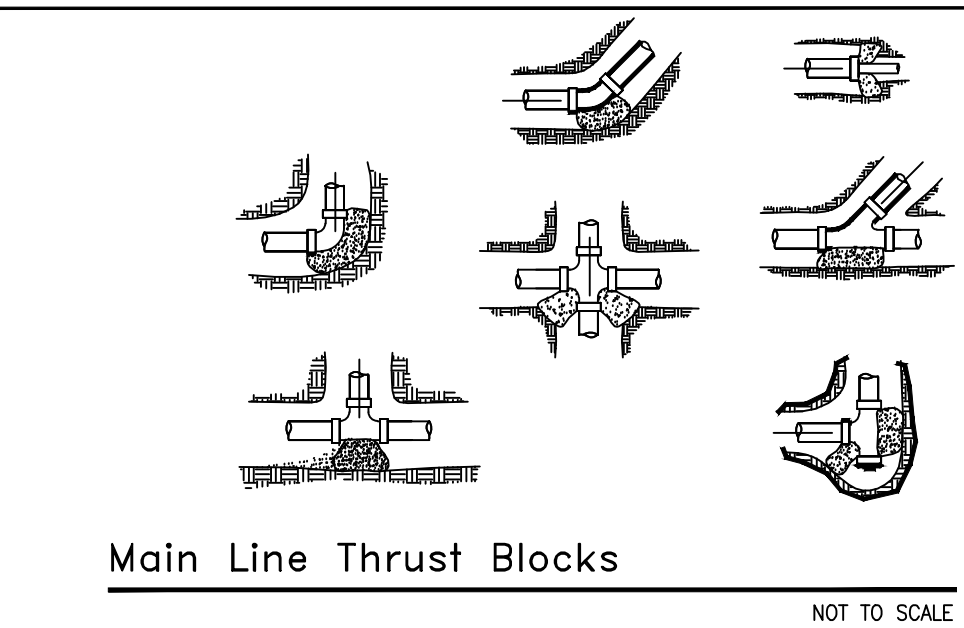
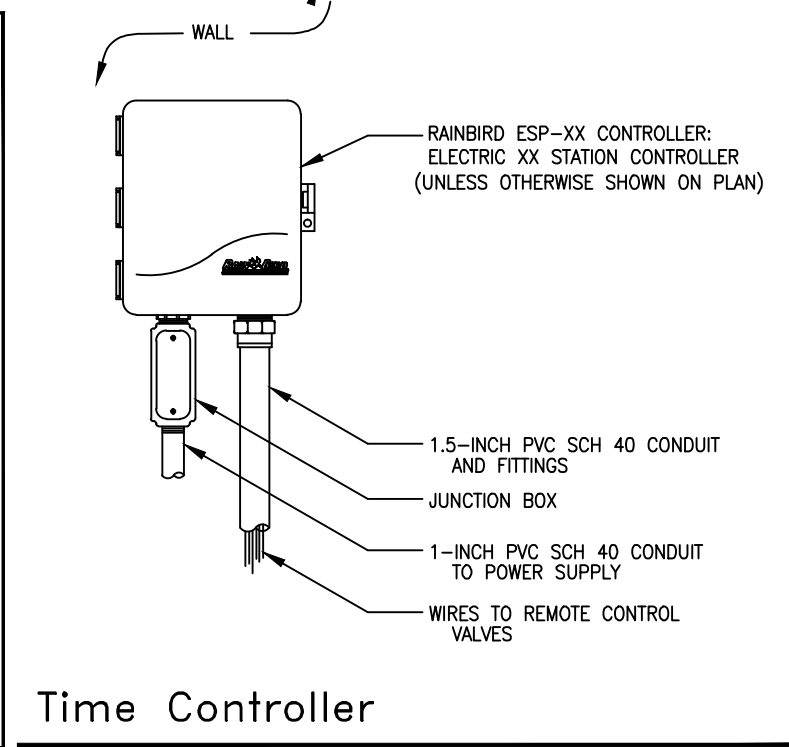
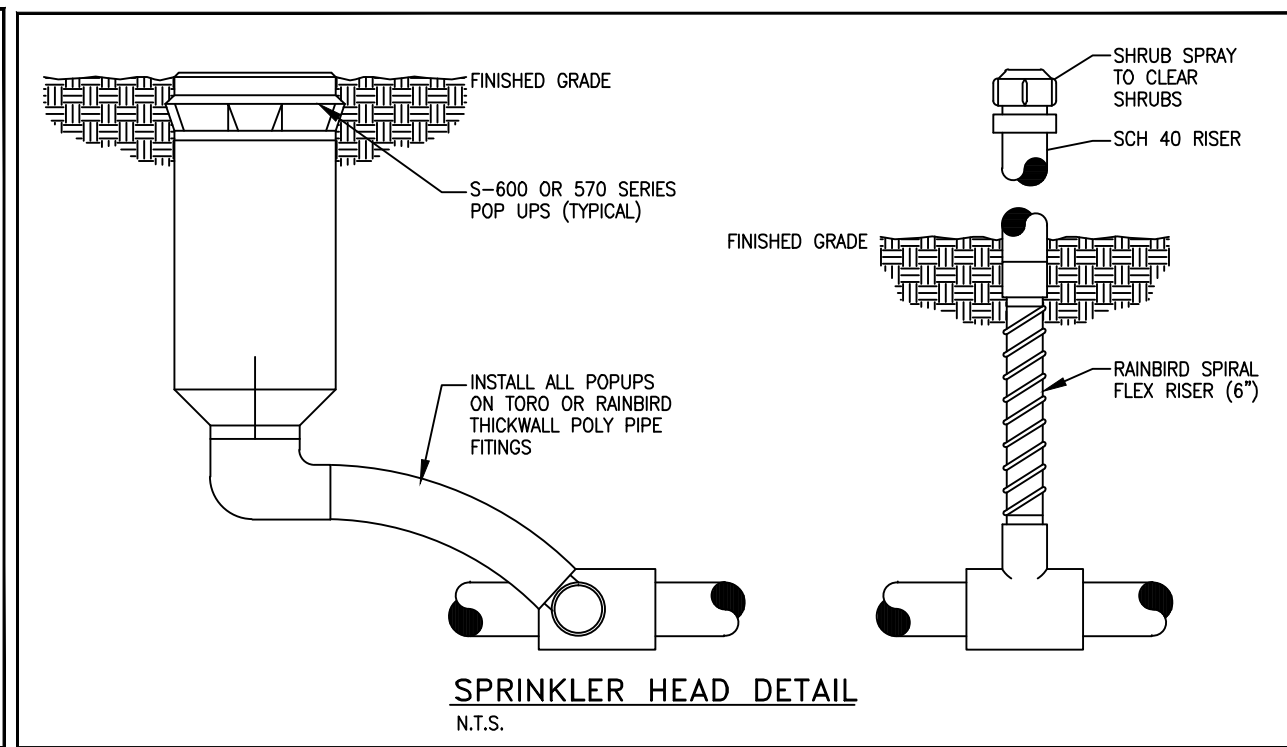
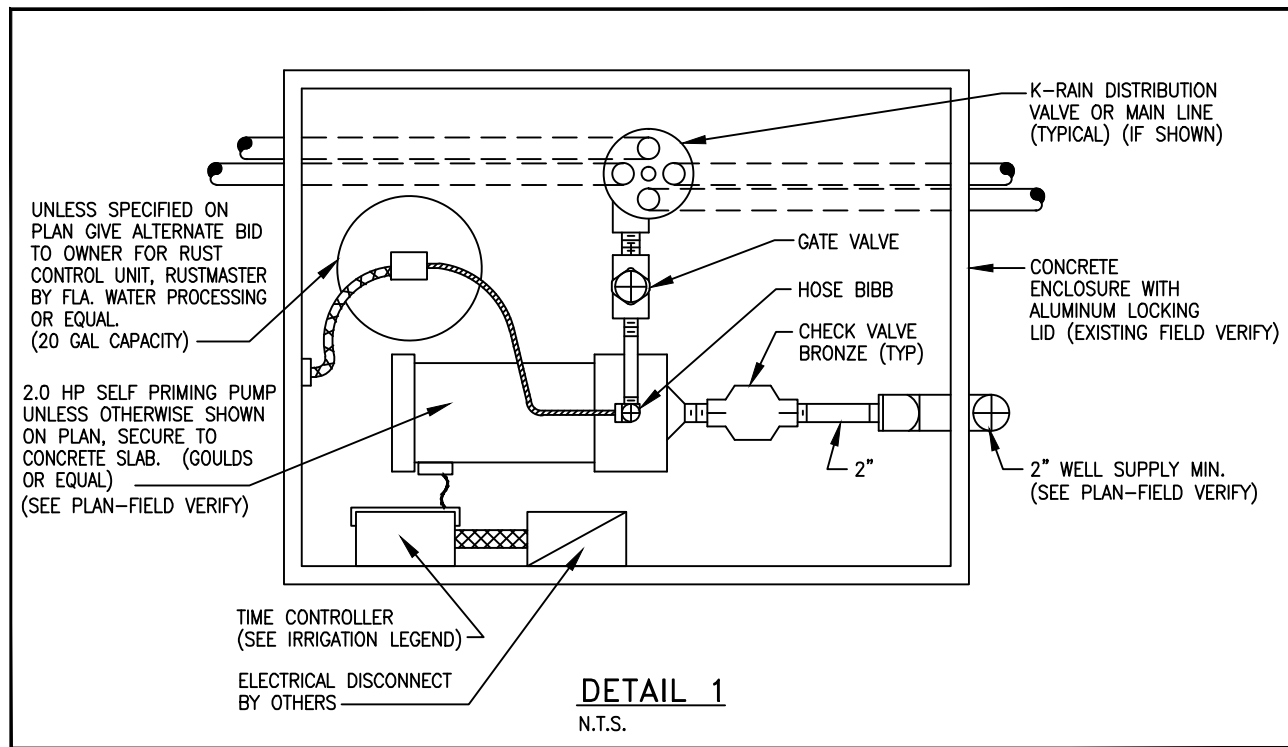
13050 NW 30th AVENUE
IRRIGATION PLAN

JOB NO: 180201
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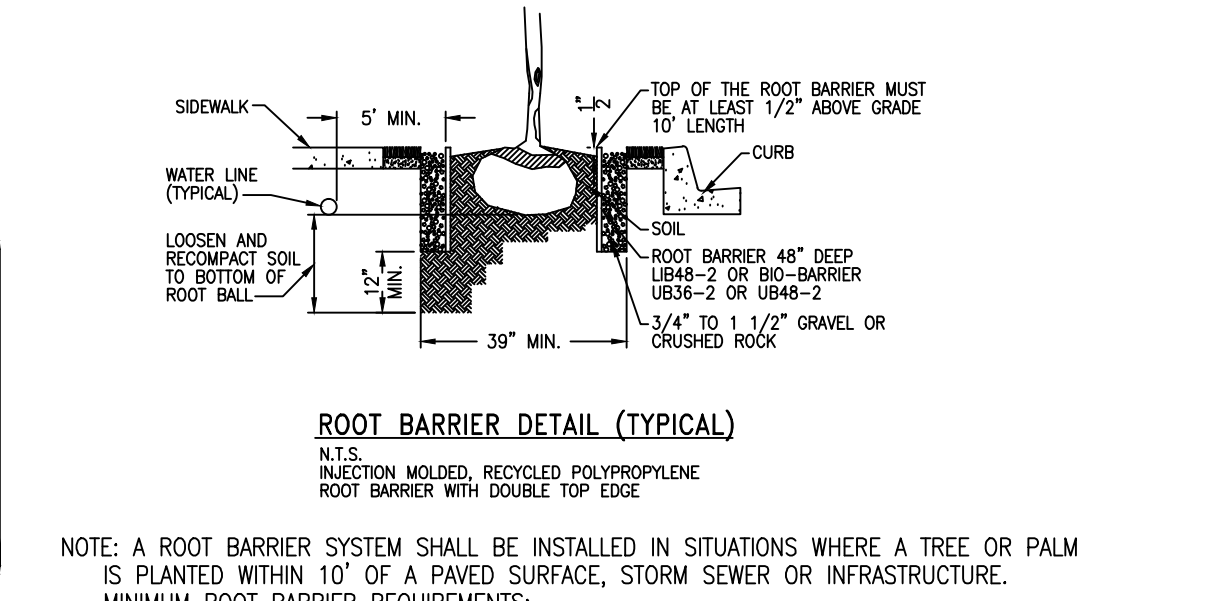
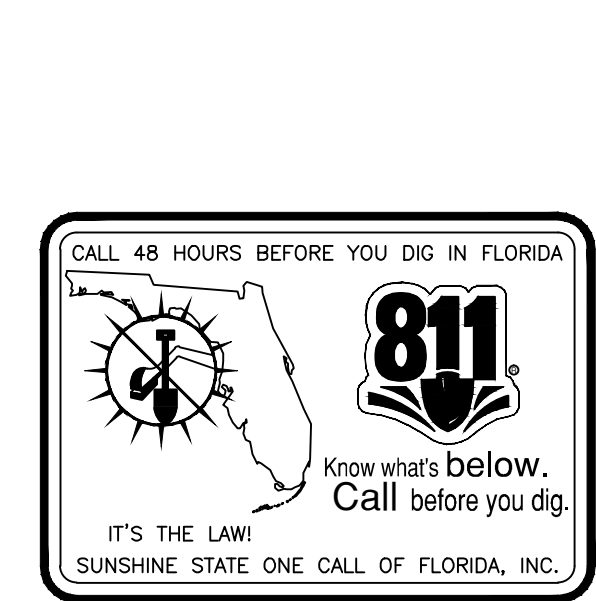
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FLORIDA P.E. #38552
FOR THE FIRM

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.



IRRIGATION SPECIFICATIONS

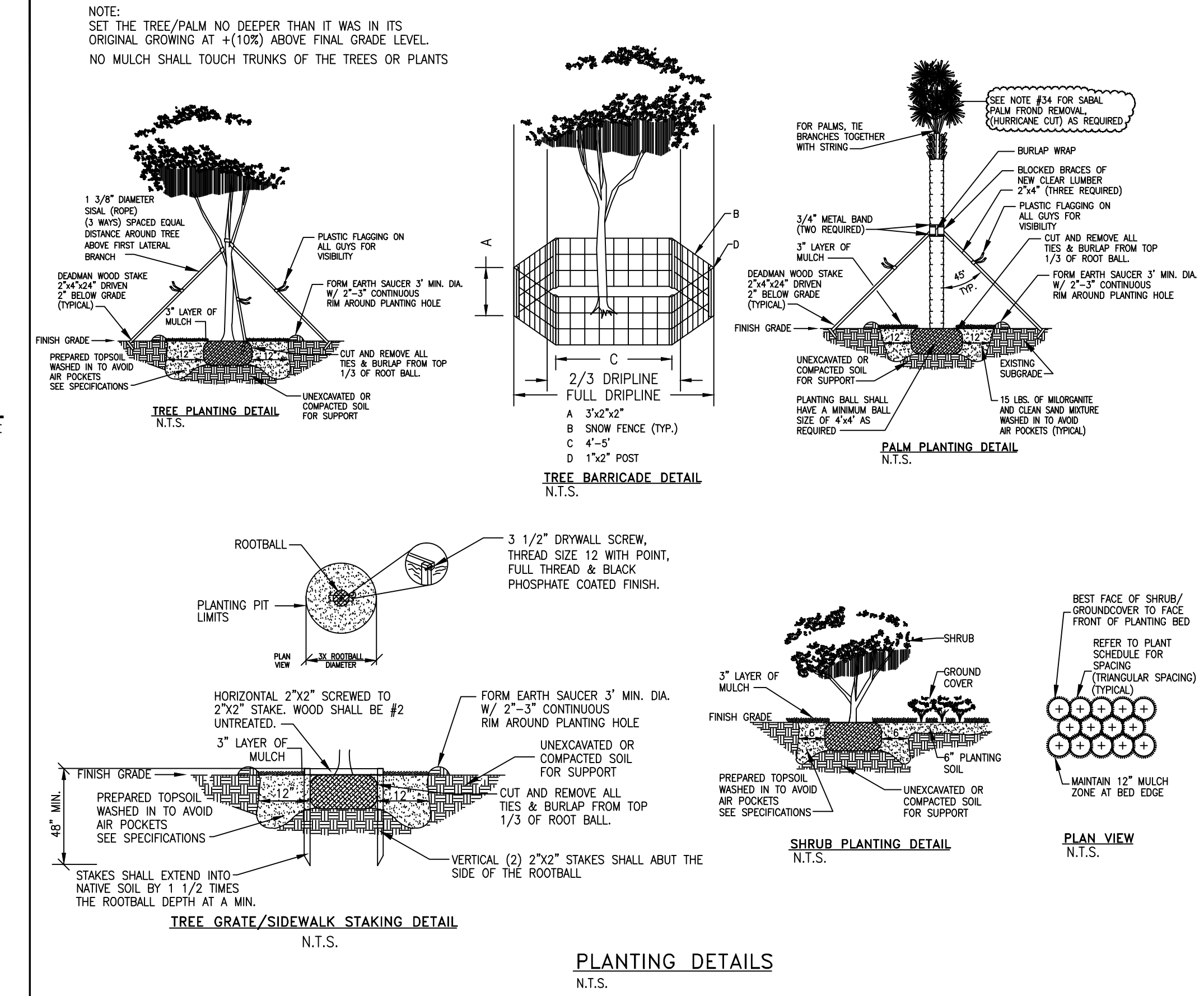
- HEADS TO BE INSTALLED IN PLANTERS AND BED AREAS SHALL BE 12" POP UP OR MUST BE APPROVED BY LANDSCAPE ARCHITECT TO BE LOCATED ON RISERS PRIOR TO INSTALLATION & SHALL BE PAINTED FLAT BLACK; IF APPROVED.
- ALL MAINS AND SLEEVES MUST BE PVC SCH 40 AND BURIED A MINIMUM OF 24" BELOW FINISH GRADE.
- ALL LATERALS 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.

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 SORB" OR APPROVED EQUAL, AS PACKAGED IN 3 OZ. HANDY PAC COMPOSED OF SYNTHETIC POLYMER, COPOLYMER, 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 HABIT OF INDIVIDUAL SPECIES, RETAINING AS MUCH HEALTHY LEAF AREA 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.

Michael E. Rawls
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 TEL: (866) 756-7707
 MICHAEL E. RAWLS FL#40001633
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RELEASE INFO
 2019-08-28 Opta-Locta 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

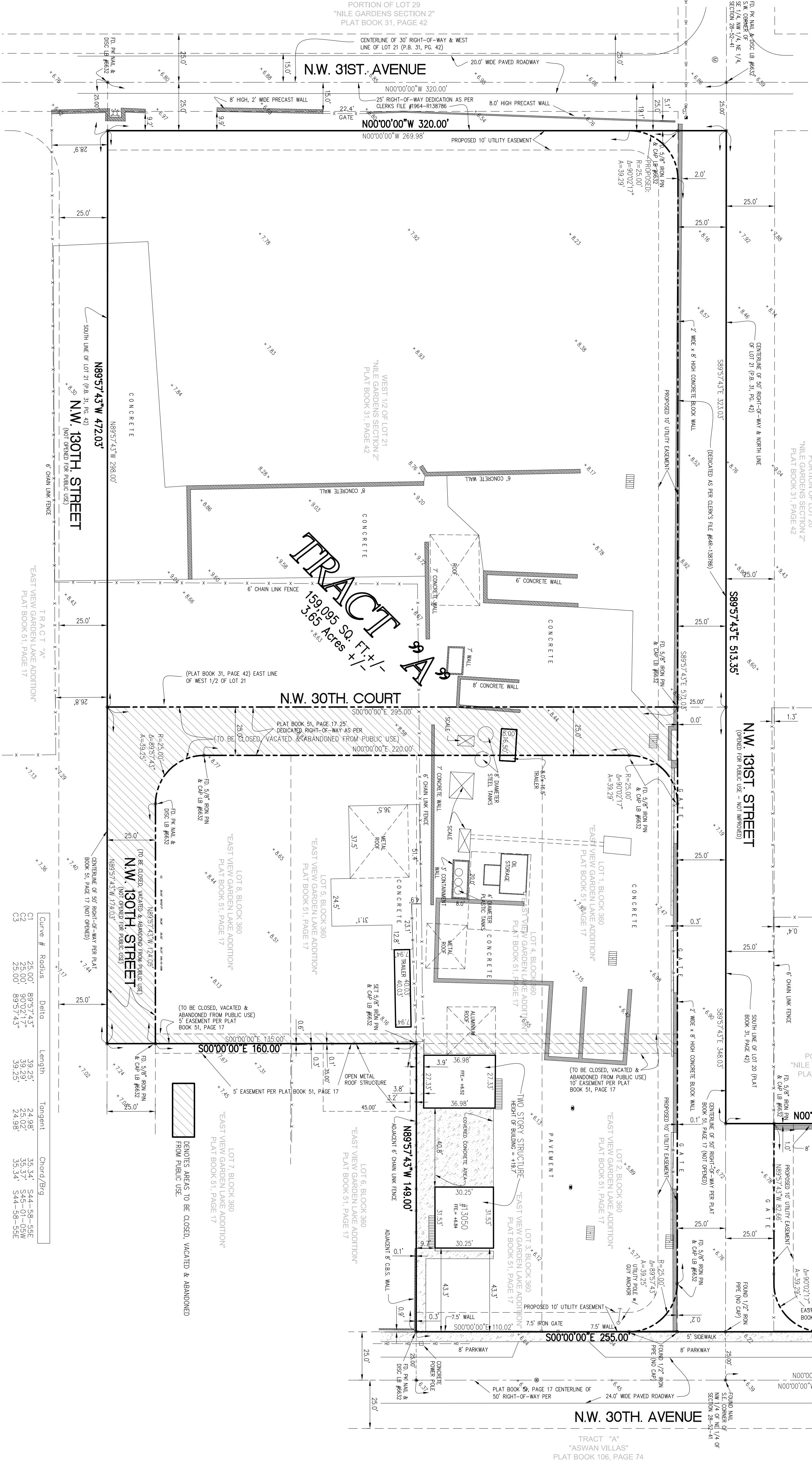
NOT TO BE FILED FOR RECORD UNLESS SIGNED,
 DATED AND WITNESSED BY THE ISSUING SEAL OF
 GLEN A. HANKS
 FLORIDA P.E. #33852
 FOR THE FIRM



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

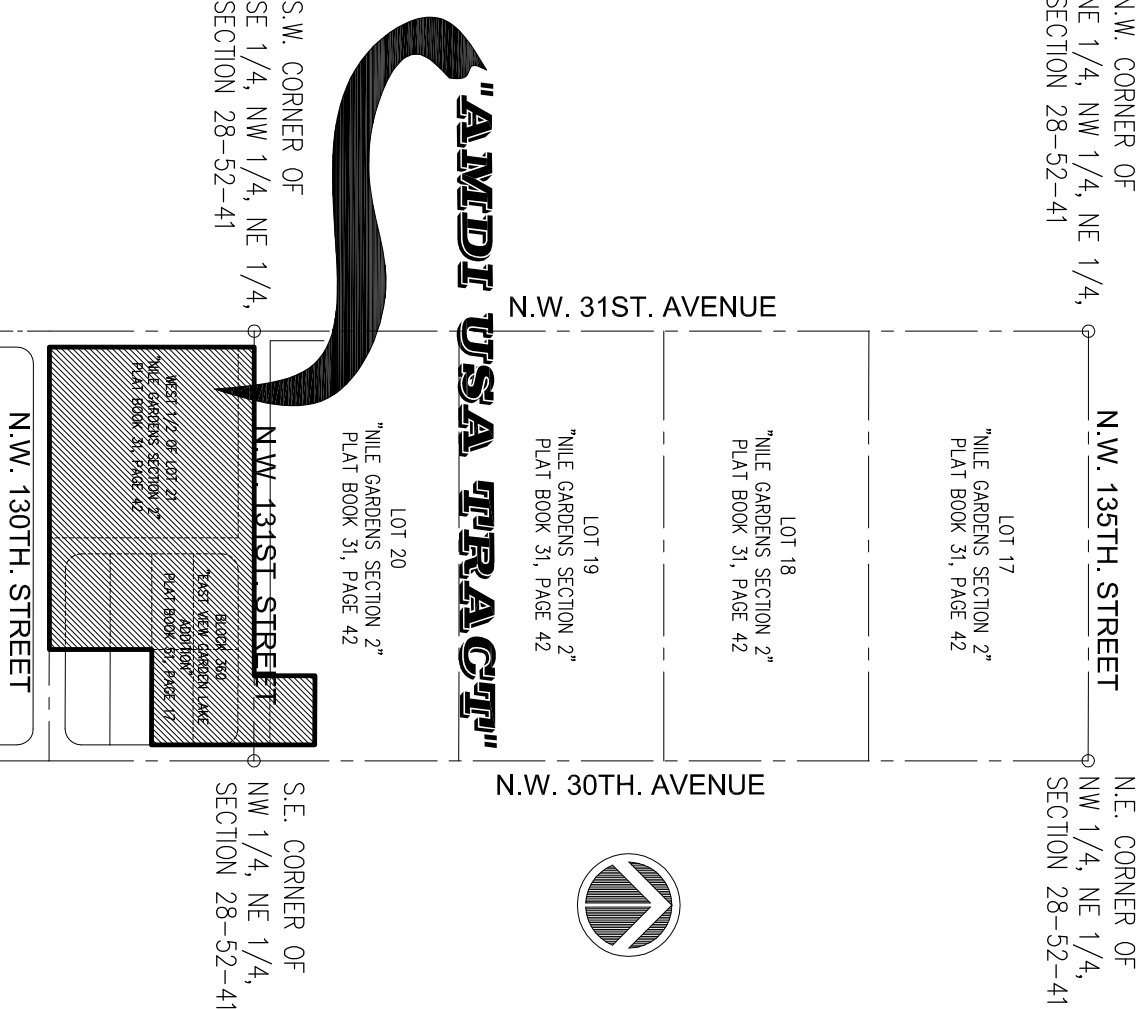
Tax Folio #08-2128-002-0060

Tax Folio #08-2128-002-0090

Tax Folio #08-2128-004-0330

Tax Folio #08-2128-004-0380

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 (53-177AC), 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.
- Oversight 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 District 9/11/2009
Flood Zone: "M" & "X". Base Flood Elevation = +3.70'
- Elevations shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
- Benches: Uses: Miami-Dade County Benchmarks: #41-463-NE. Elevation = +3.88'
- Legal Description shown herein as per above noted the commitment.
- Present Zoning: L-2 (Industrial Planned District)
- Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Sides = 15 feet
- Subject property has access to a public right-of-way: NW 30th Avenue & NW 31st Avenue
- 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.)
- 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 = 2200 square feet (existing)
- All utilities are available for this site.
- This PLAN OF SURVEY has been prepared for the exclusive use of the entities named herein. The Certificate does not extend to any unnoted party.
- The express purpose of this plat is to close, vacate and abandoned for public use portions of NW 30th Court, 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.S.M.) Chapter 17, Florida Administrative Code, pursuant to Section 472.022, 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

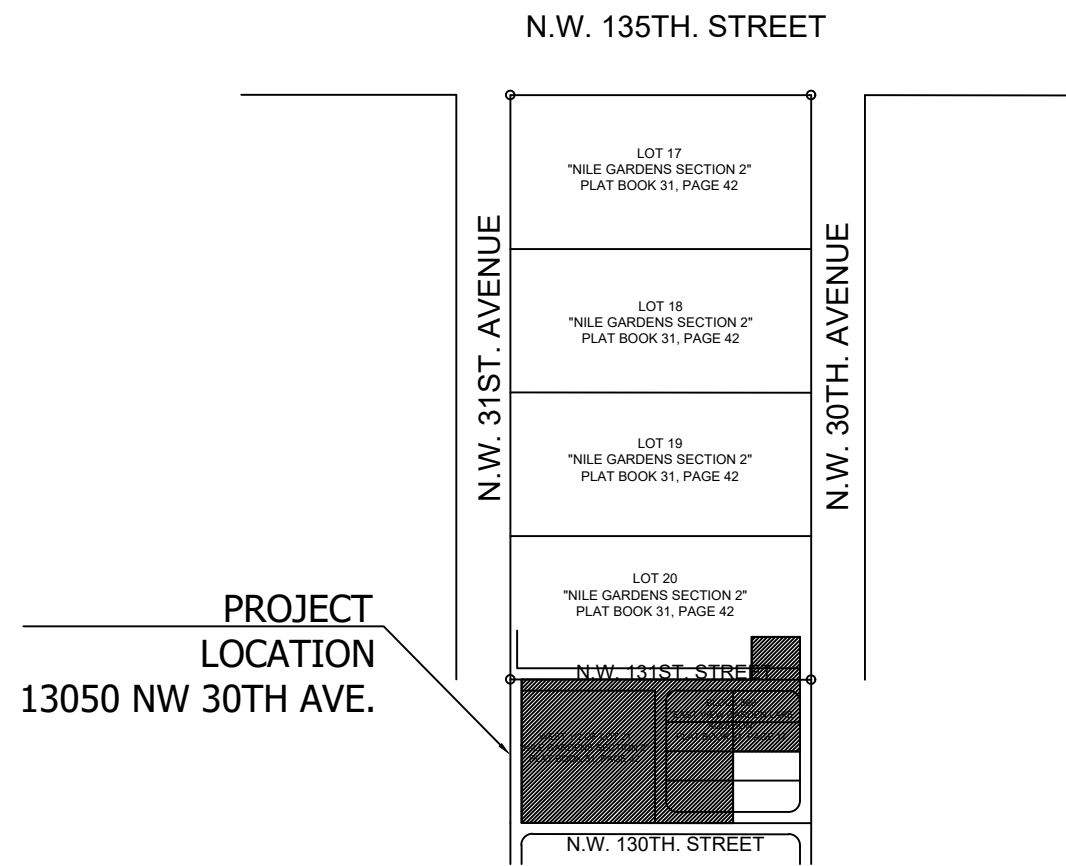
BY: PABLO ALFONSO, Professional Surveyor & Mapper No. 5680
State of Florida 06/09/2018
Date of Survey
Date of Last Revision:

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					
1	6/12/2018	FIELD BOOK: 1P18-0680			
DRAWN: J.G.					
CHECKED: P.J.A.					
SCALE: 1" = 30'					
FIELD DATE: 6/12/2018					
SHEET: 1					
OF 1 SHEET					
PREPARED FOR:			TYPE OF PROJECT:		
AMDI USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA			BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT		
13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA			L.B.# 7282		
6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014			TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669		



LOCATION MAP



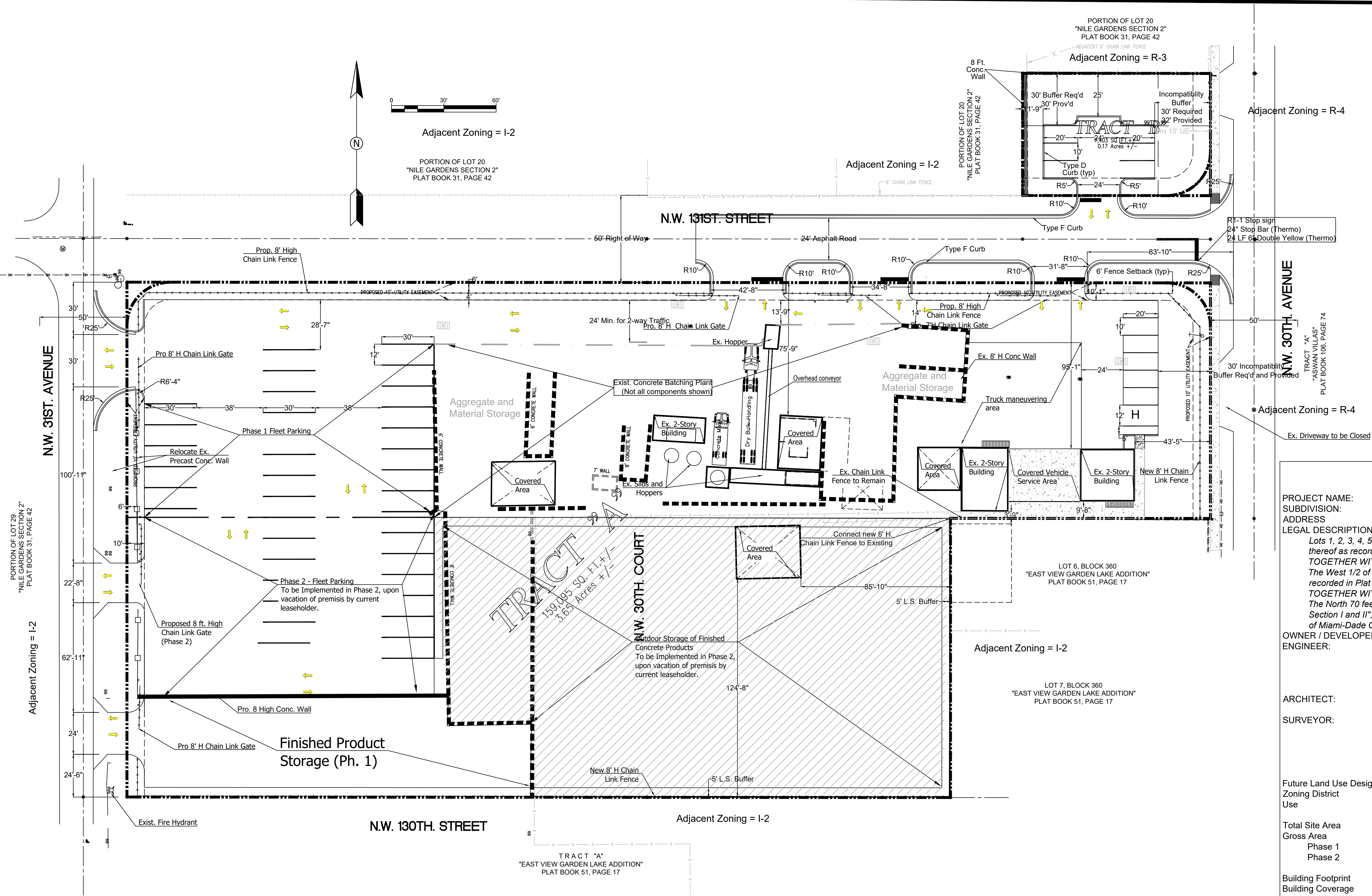
Site Data Table

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

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: <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
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>	
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

Page 2 of 5

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, LLCPROPERTY 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 305-423-5805SUBJECT 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: Variance with plans

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 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

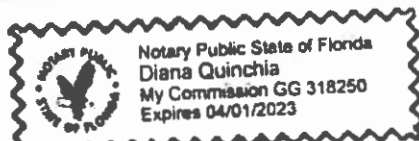
Date

Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

My commission expires: 4/1/23



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

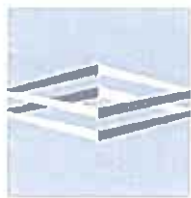
Tax Folio Numbers

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





**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



ny/Kroger
AUTHORIZED SIGNATURE

MEMO

Variances Review Application

⑈004753⑈

AMD USA INC.

City of Opa Locka
61000 - Business Licenses and Permits Variances Review Application

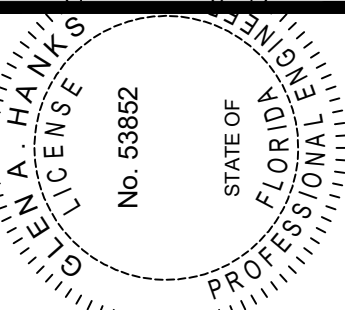
08/05/2020

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.

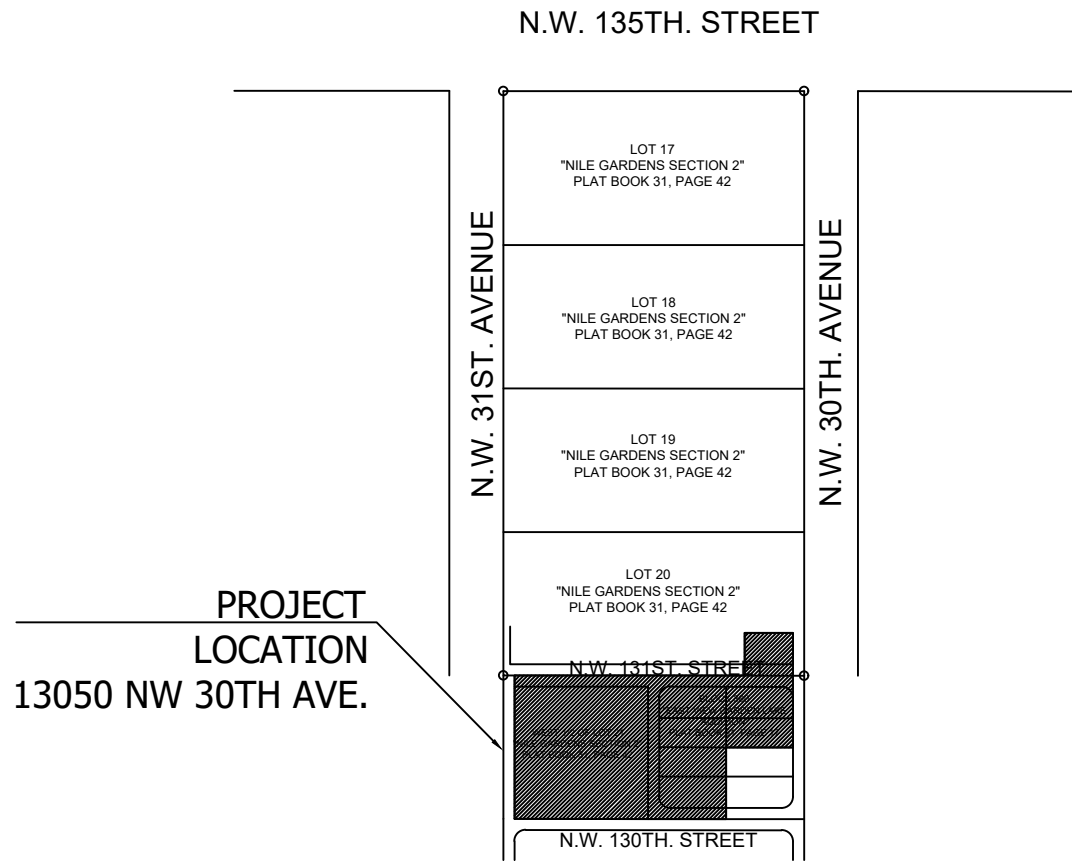
FLORIDA
Opal-Locka

AMDI 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 RAISED SEAL OF GLEN A. HANKS, P.E. No. 53852, FLORIDA P.E. No. 53852 FOR THE FIRM

LOCATION MAP



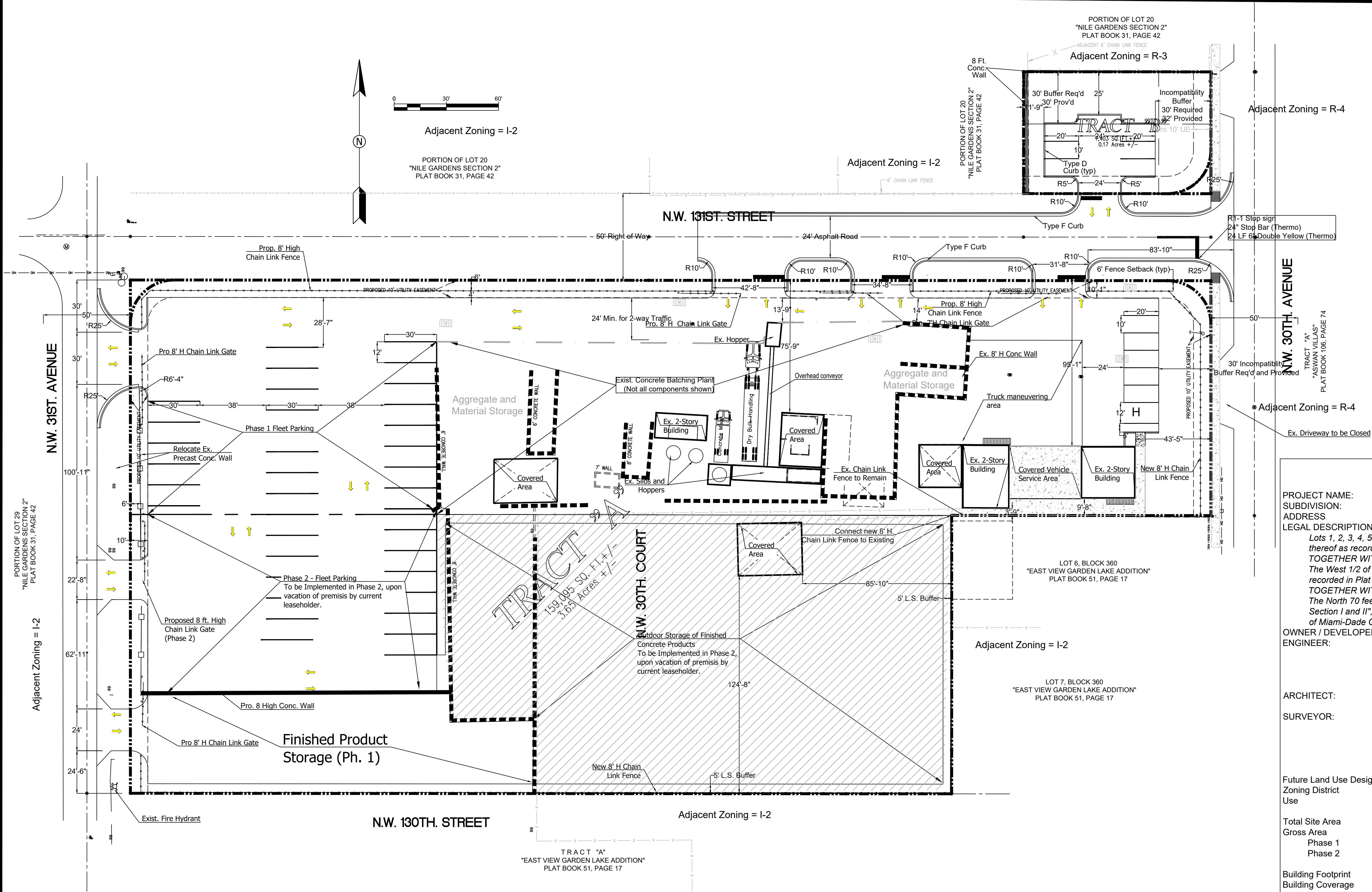
Site Data Table

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.

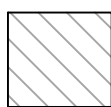
TOGETHER WITH:

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.

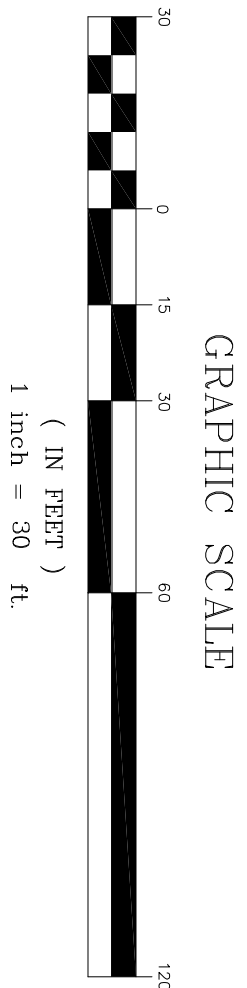
TOGETHER WITH:

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.



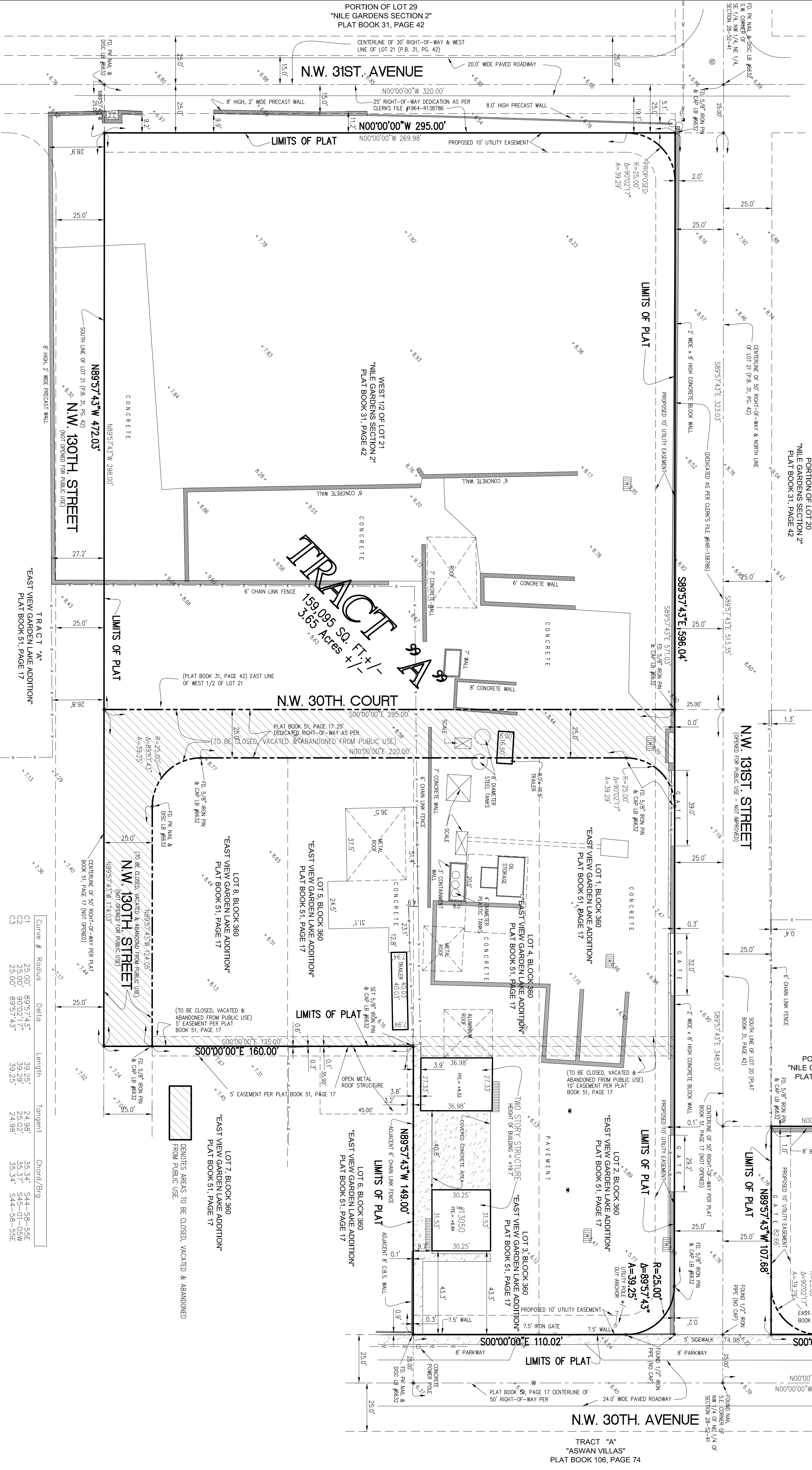
Limits of Existing Concrete Batching and Finished Concrete Product Production



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 #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

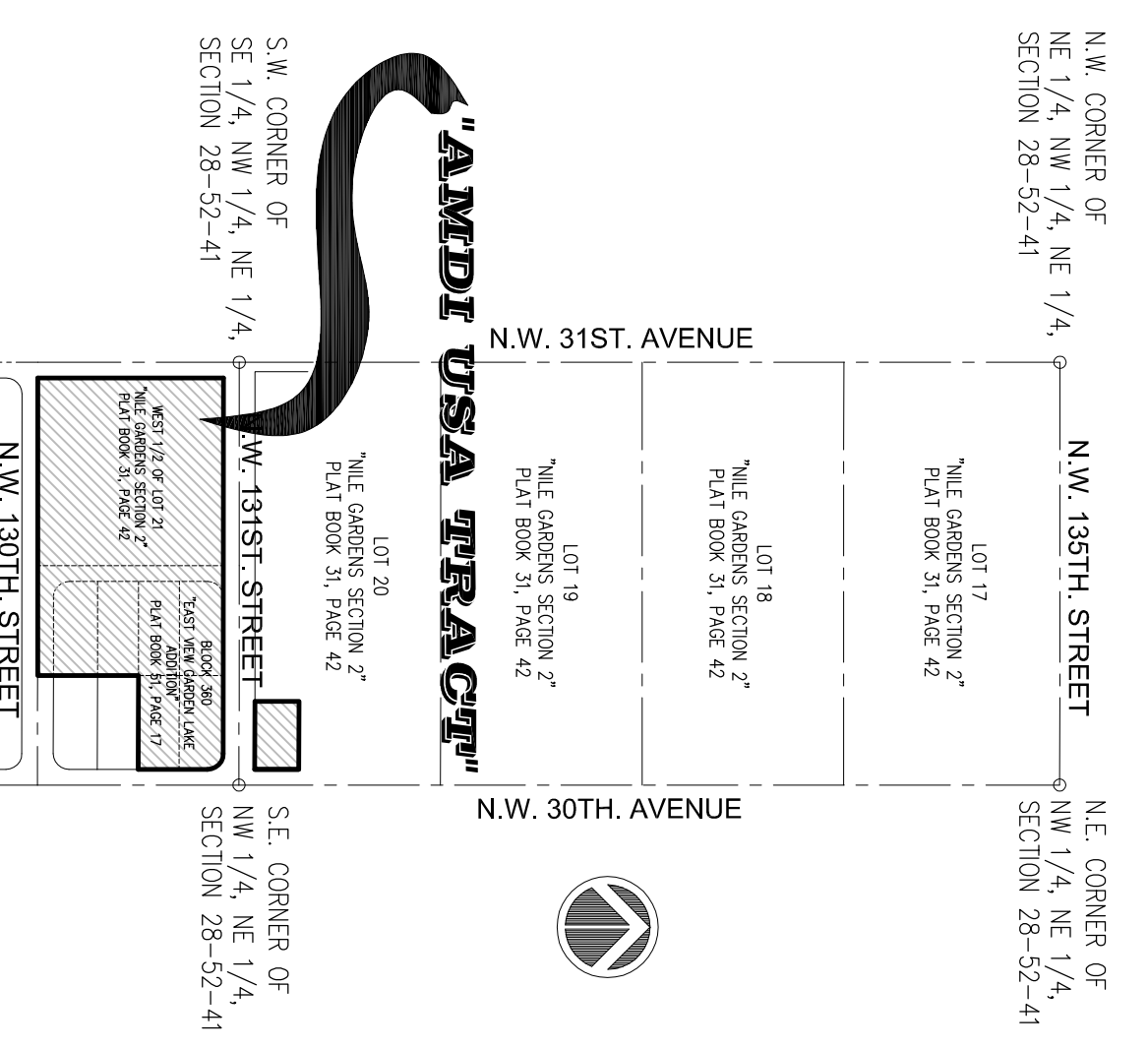
Tax Folio #08-2128-002-0020

Tax Folio #08-2128-002-0020

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



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 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 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) Elevation shown herein are based on National Geodetic Vertical Datum (1929 Mean Sea Level).
 - 15) Benchmark Used: Miami-Dade County Benchmark #41-453-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 (FSBPSM) 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
1	08/05/2020	BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT	JACOB GOMIS	JACOB GOMIS	BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT

DRAWN: J.G.
CHECKED: P.J.A.
SCALE: 1" = 30'
FIELD DATE: 07/15/2020
FIELD BOOK: RP20-0795
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
16175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669



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

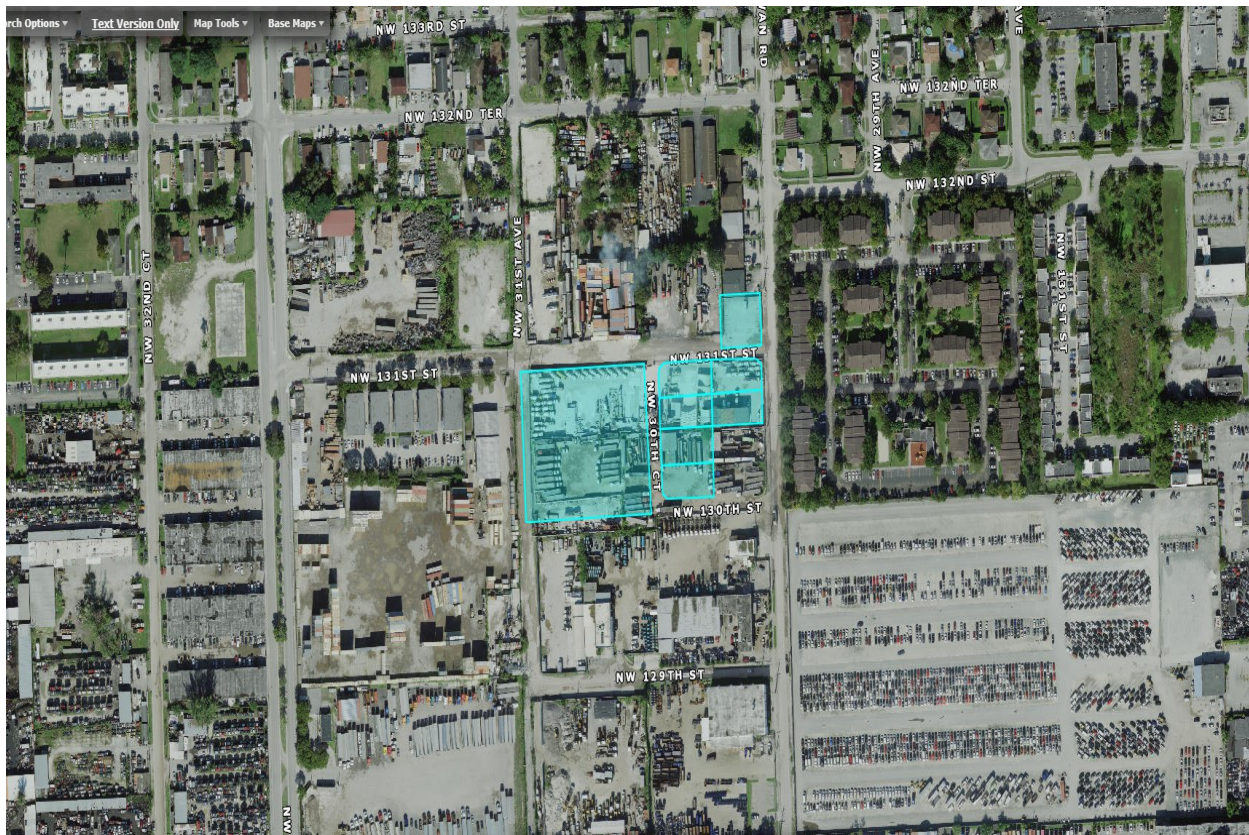
NOVEMBER 17TH
2020



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

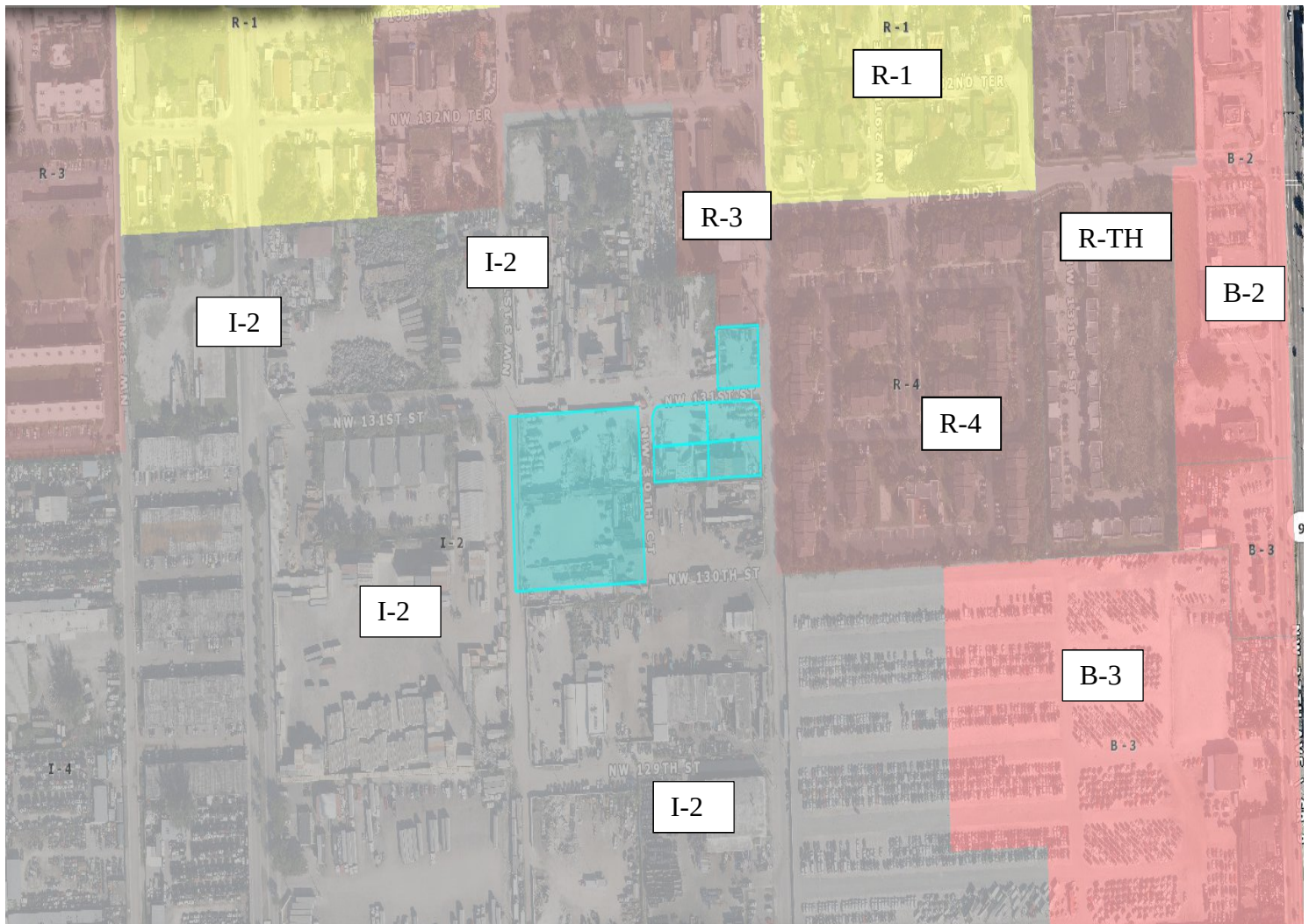
- Overall Analysis

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.

Surrounding Zoning Designation Map

The Site is Highlighted in image



- 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.

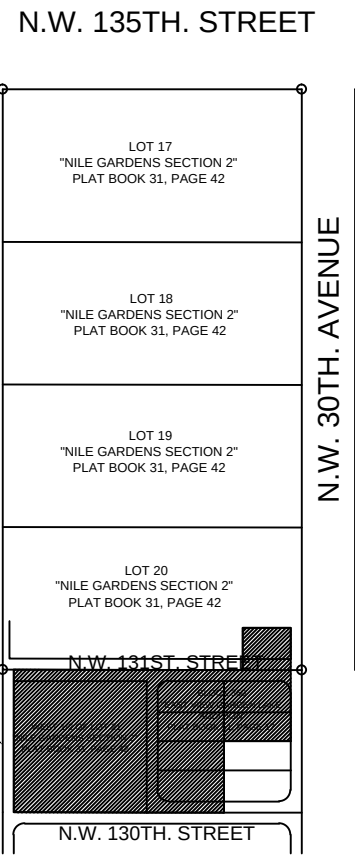
Adjacent Zoning = I-2

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

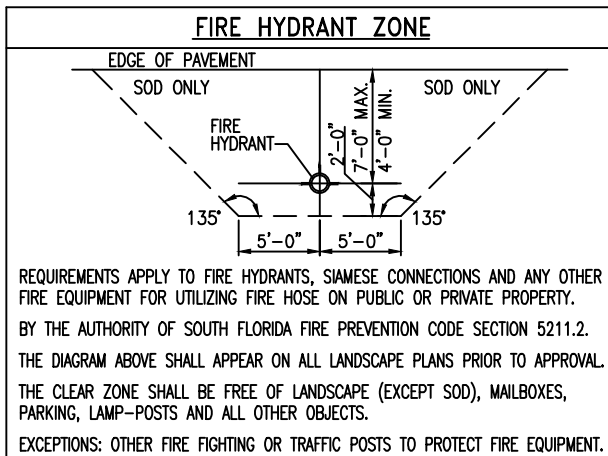
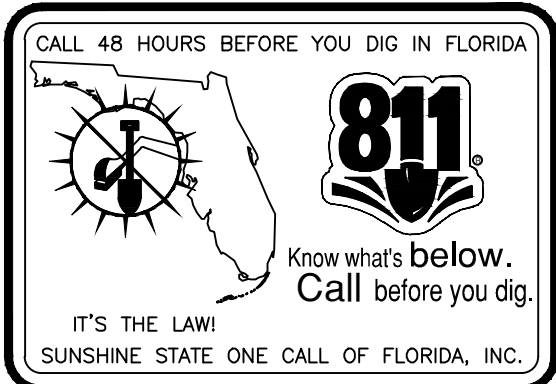
SCALE: 1" = 30'-0"

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 / 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	PROVIDED
A. SQUARE FEET OF OPEN SPACE REQUIRED BY ORDINANCE 11000, AS INDICATED ON SITE PLAN:		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:		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	

Michael E. Rawls
Digitally signed by Michael E. Rawls
Date: 2020.10.15 10:30:06 -0400
Richard Bartlett Landscape, Inc.
14417 Stirrup Lane
Wellington, FL 33414
Tel: (561) 758-7707
Fax: (561) 758-7707
MICHAEL E. RAWLS RLA#0001633
EMAIL: rb@rthardbartlettlandscape.com

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

AMD 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

ZHANKS
consulting
Engineers, inc.
7522 wiles rd., ste 203-B
coral springs, fl 33067
phone: 954-752-8860
EB#26034

RELEASE INFO
19-08-28 Opa-Locka Site Plan

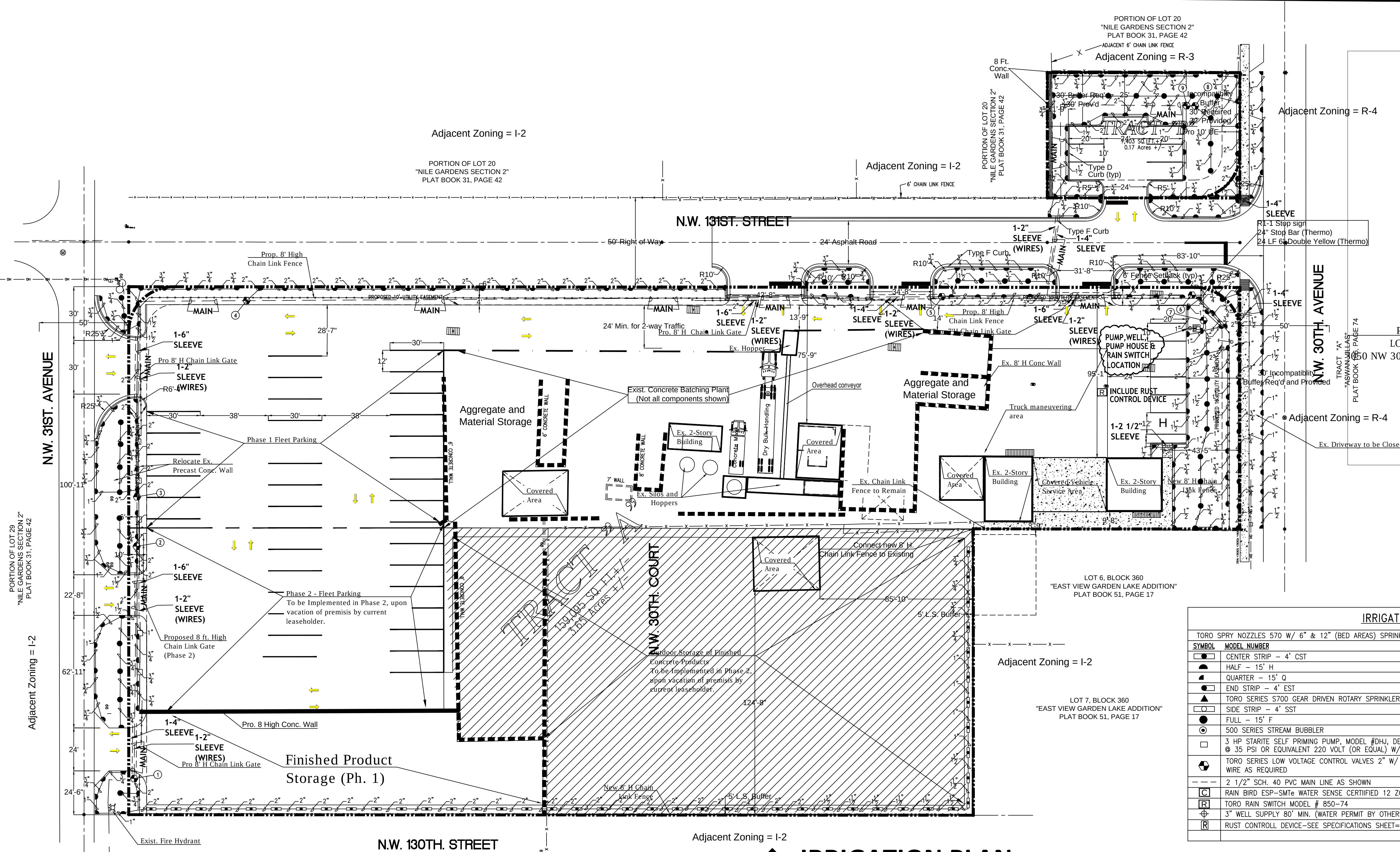
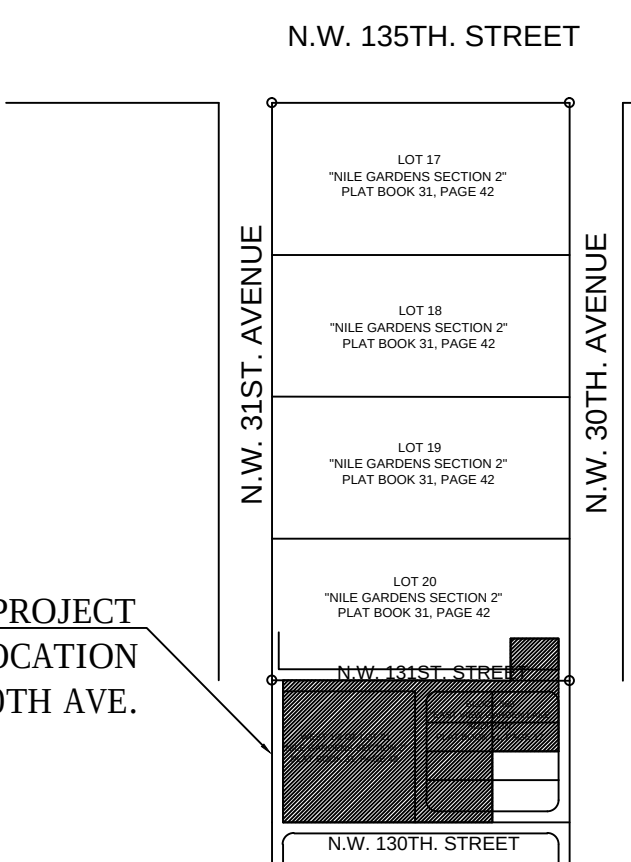
REVISIONS

2020-02-13 City Comments
2020/8/28 Updated Survey

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THE FOLLOWING DRAWINGS ARE INSTRUMENTS OF SERVICES TO THE LANDSCAPE ARCHITECT. THEY ARE NOT PRODUCTS OF DESIGN, ALL IDEAS, CONCEPTS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF SHALL BE USED BY THE DESIGNER, AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIC PROJECT OR SITE. ANY REUSE, REPRODUCTION, OR ADAPTATION OF ANY PARTS OR SPECIFICATIONS BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

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 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 STAR STEEL 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-E WATER SENSE CERTIFIED 12 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 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

Know what's below.
Call before you dig.

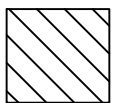
IT'S THE LAW!
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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.

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

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 OVERRIE SYSTEM WHEN ADEQUATE RAINFALL HAS OCCURRED. HOURS OF OPERATION SHALL BE LIMITED TO 5:00 PM TO 6:00 AM ANY DAY, OR ANY RESTRICTIONS BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT OR OTHER JURISDICTIONAL AGENCY.
3. WATER SHALL NOT BE DIRECTED AND/OR PROVIDED ON 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 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 LOCA. CALL CITY OF OPA LOCA FOR REQUIRED INSPECTIONS.
10. CONTRACTOR TO PROVIDE BUBBLERS AT ALL NEW TREE/PALM LOCATIONS; FIELD VERIFY LOCATIONS AS REQUIRED.

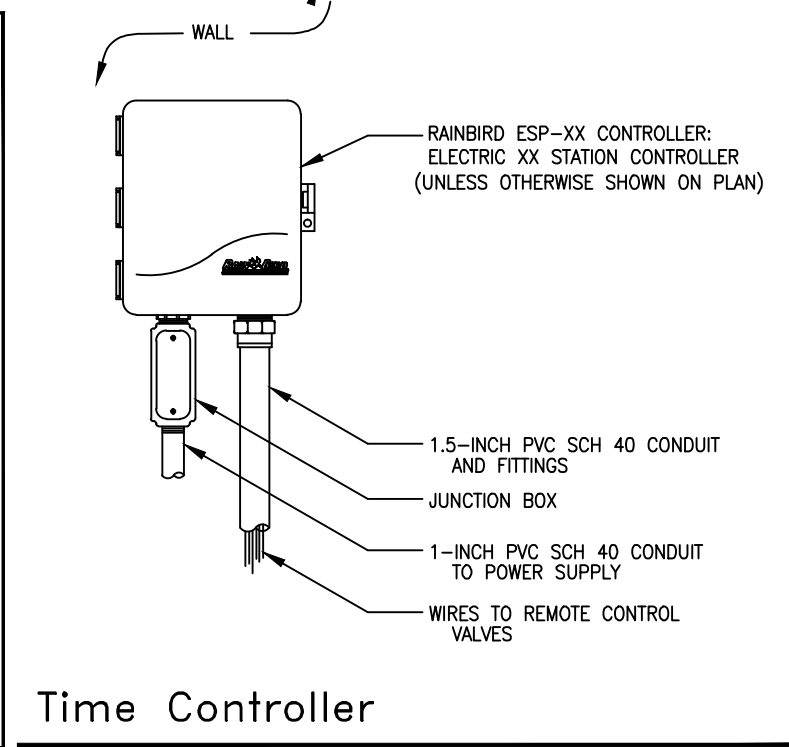
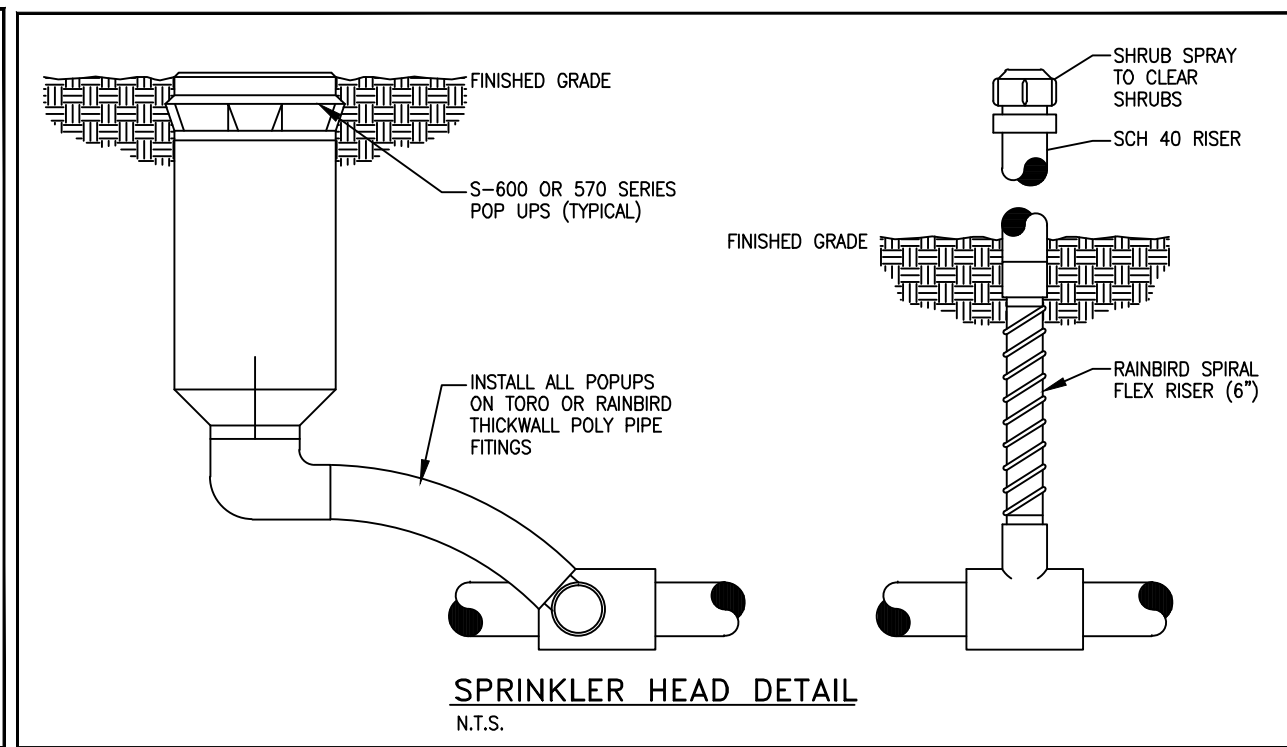
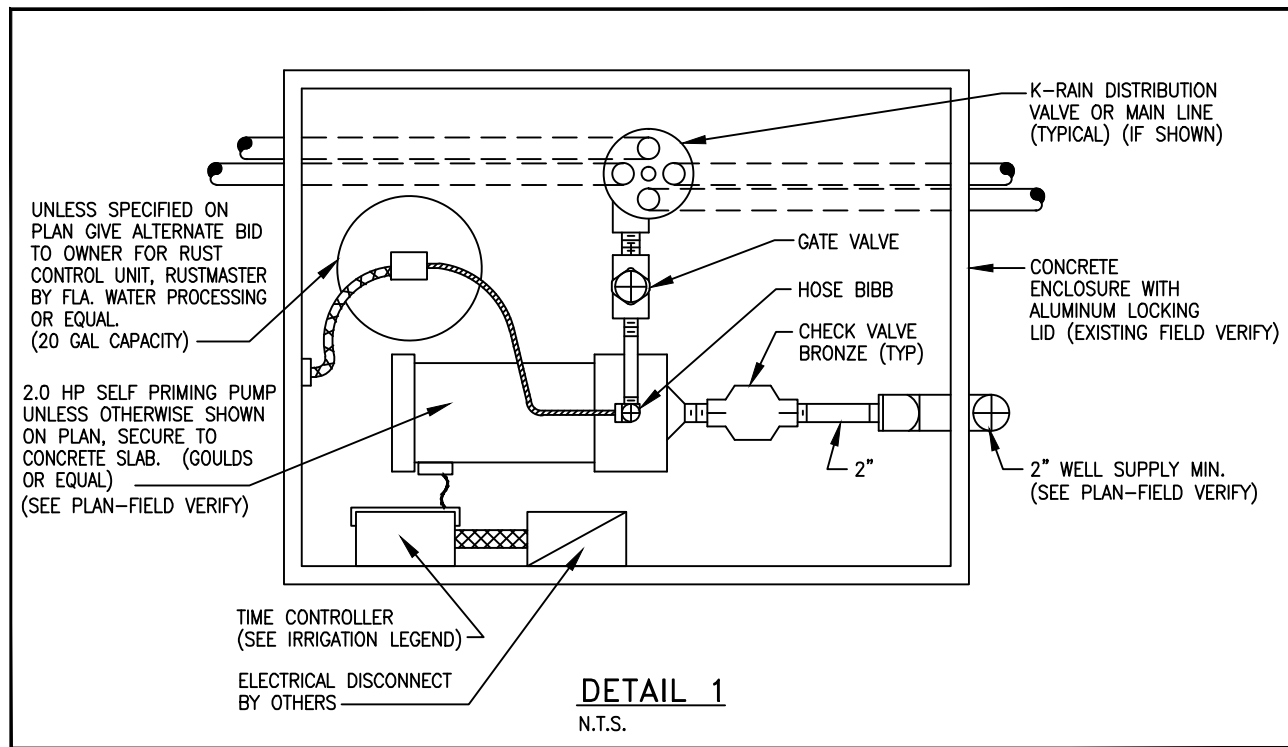
AMDI USA Inc.

13050 NW 30th AVENUE
IRRIGATION PLAN

OB NO: 180201
RBL#20-10-2147
CALE: 1" = 30'

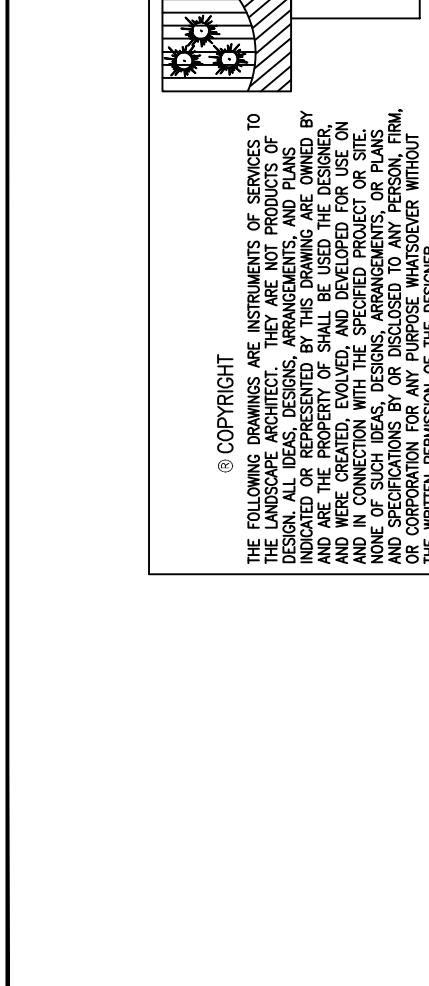
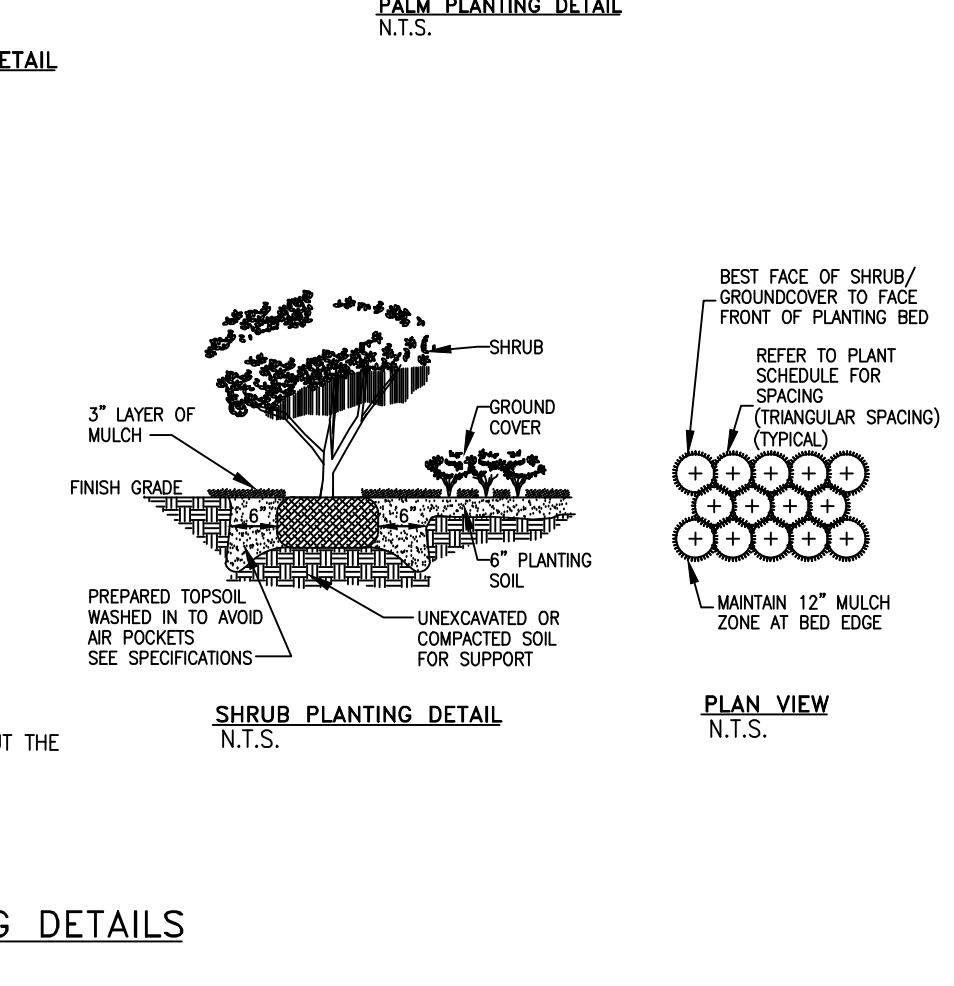
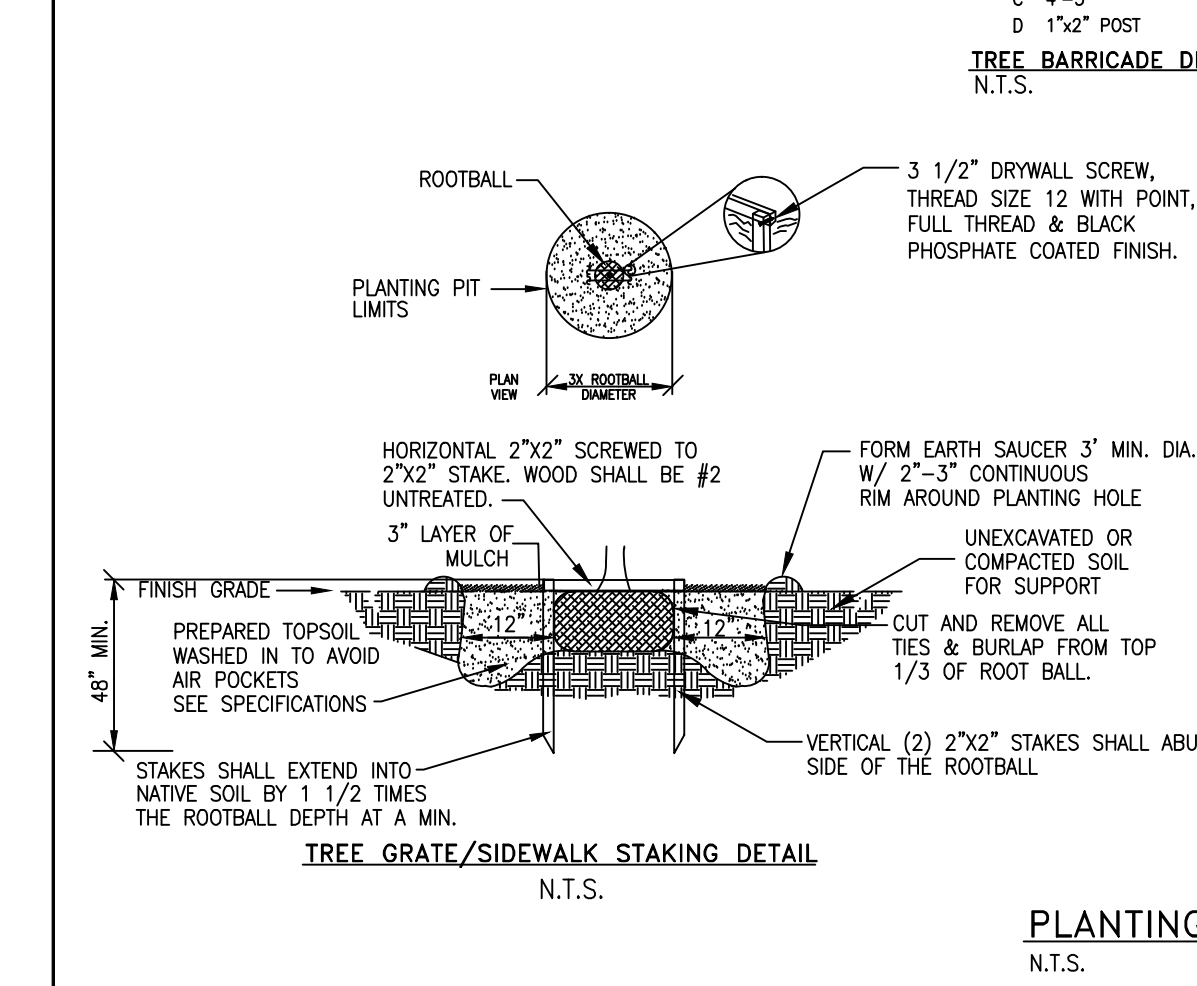
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NOT TO BE FILED FOR RECORD UNLESS SIGNED,
TESTED AND EMBOSSED WITH THE RAISED SEAL OF
GLEN A. HANKS
FLORIDA P.E. #53852
FOR THE FIRM



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

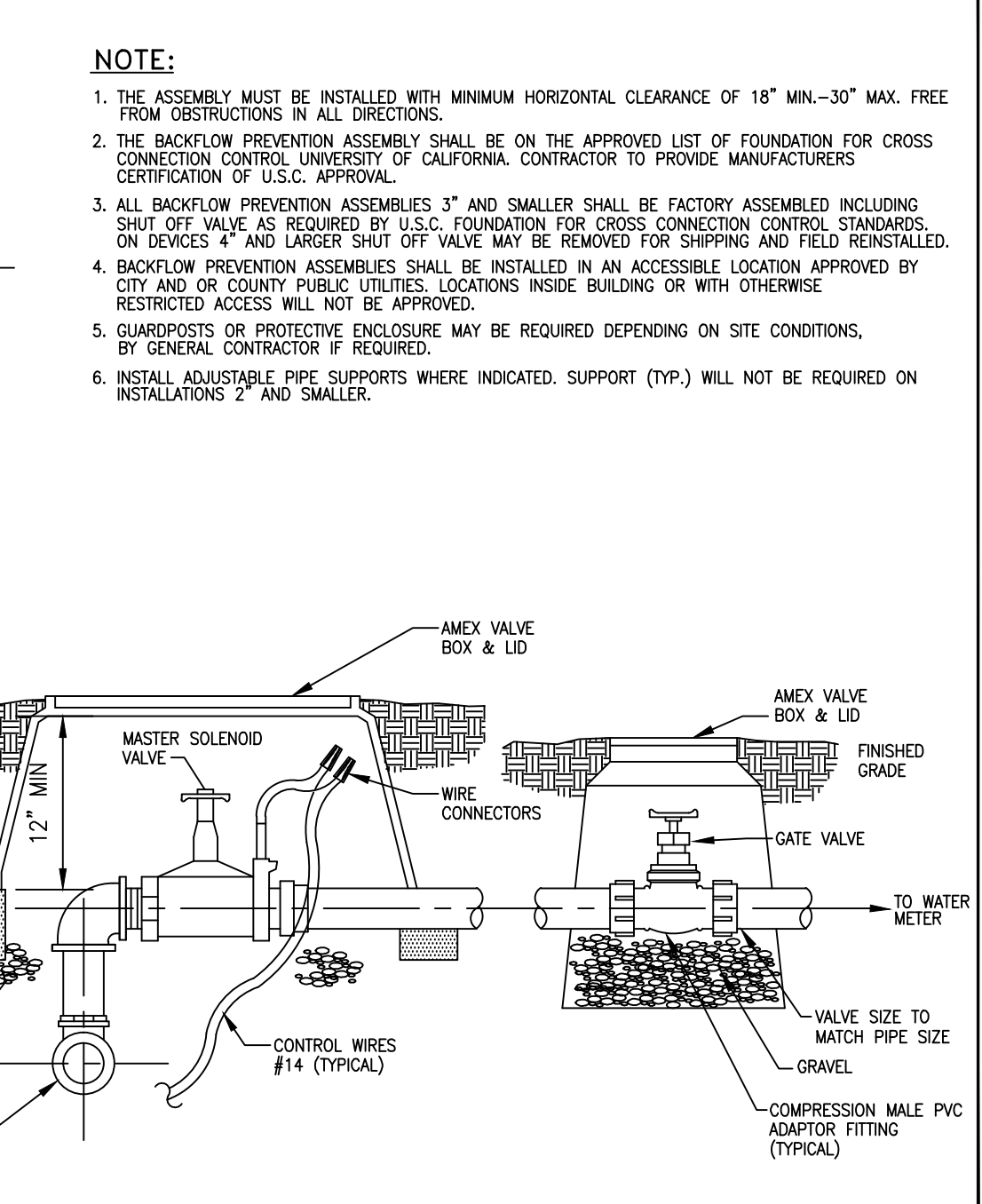
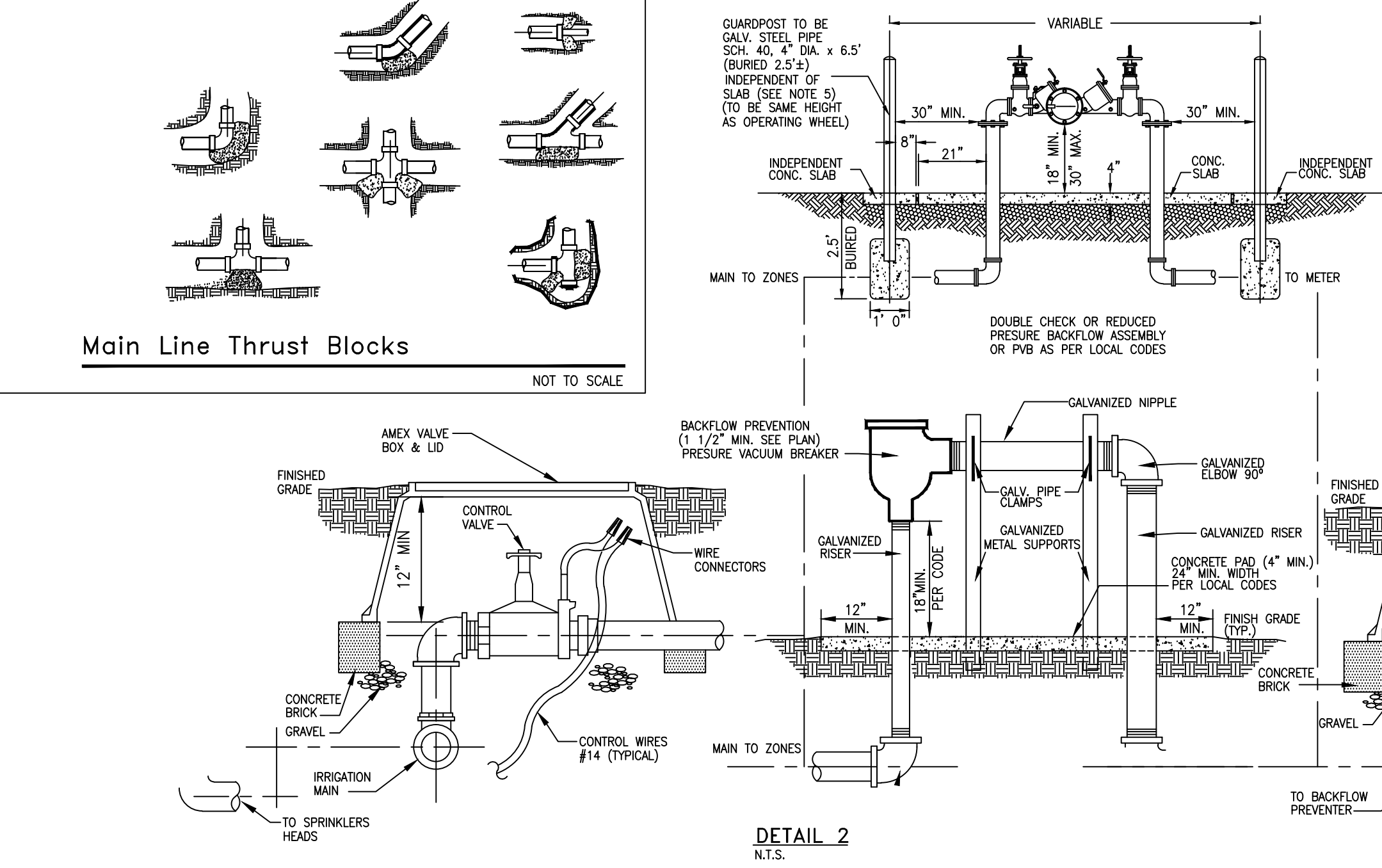


PLANTING DETAILS N.T.S.

LANDSCAPE SPECIFICATIONS

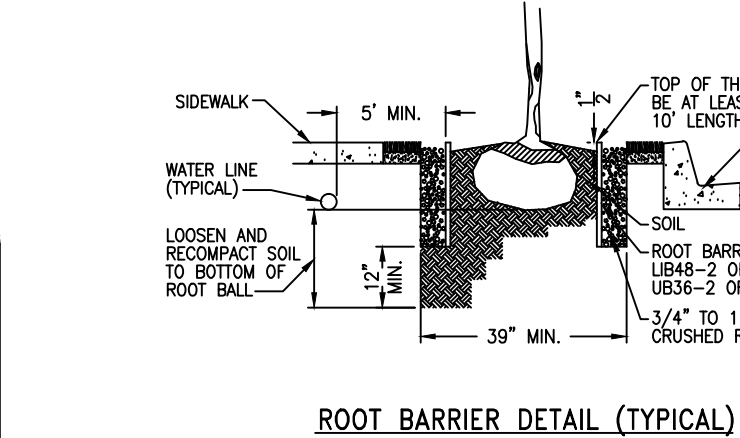
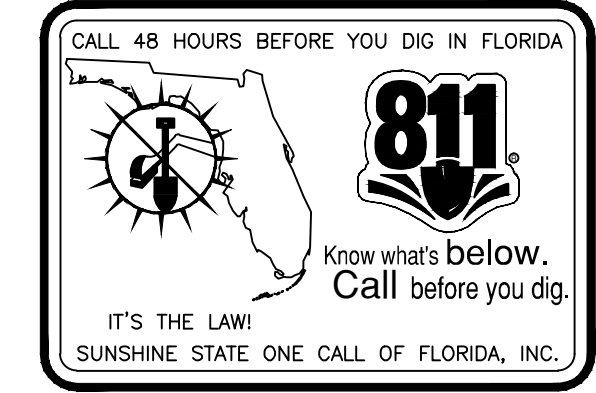
- CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLAN WILL TAKE PRECEDENCE OVER THE PLANT LIST.
- EXACT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK. THE LANDSCAPE PLANS SHALL NOT 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.

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 SORB" 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 HEALTHY AND SHAPED 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.



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:
- 1) PANEL 0.085 THICK POLYPROPYLENE
 - 2) ZIPPER JOIN SYSTEM
 - 3) ROUNDED EDGES
 - 4) 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 STARTER 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			
■	1 1/2" SCH. 40 PVC MAIN LINE AS SHOWN			
■	RAIN BIRD ESP-SMto WATER SENSE CERTIFIED 8 ZONE TIME CONTROLLER RAIN SWITCH READY 220/24 VOLT			
■	TORO 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
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 TEL: (863) 756-7707
 MICHAEL E. RAWLS FL#40001633
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RICHARD BARTLETT LANDSCAPE, INC.
 14417 STERUP LANE
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 MICHAEL E. RAWLS FL#40001633
 EMAIL - mr@richardbartlettlandscape.com

RELEASE INFO
 2019-08-28 Opta-Locta Site Plan

REVISIONS
 2020-02-13 City Comments
 2020/8/28 Updated Survey

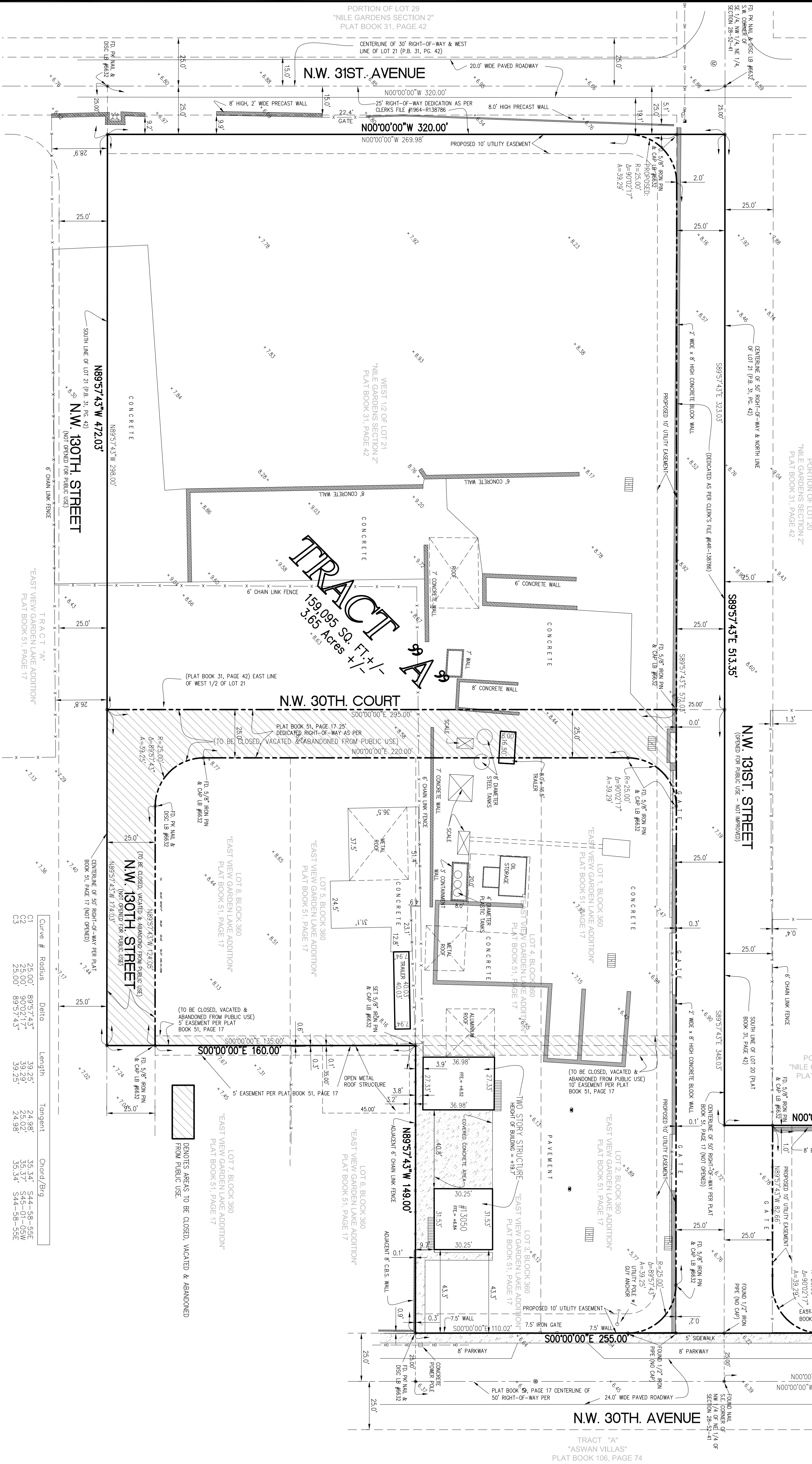
AMD USA Inc.
 13050 NW 30th AVENUE
 SPECIFICATIONS SHEET

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. #33652
 FOR THE FIRM

“AMDI USA TRACT”

[illegible]

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 of Miami-Dade County, Florida.

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

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, "NUE 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. The North 70' feet of the South 95 feet of the East 107.675 feet of Tract

[illegible]

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

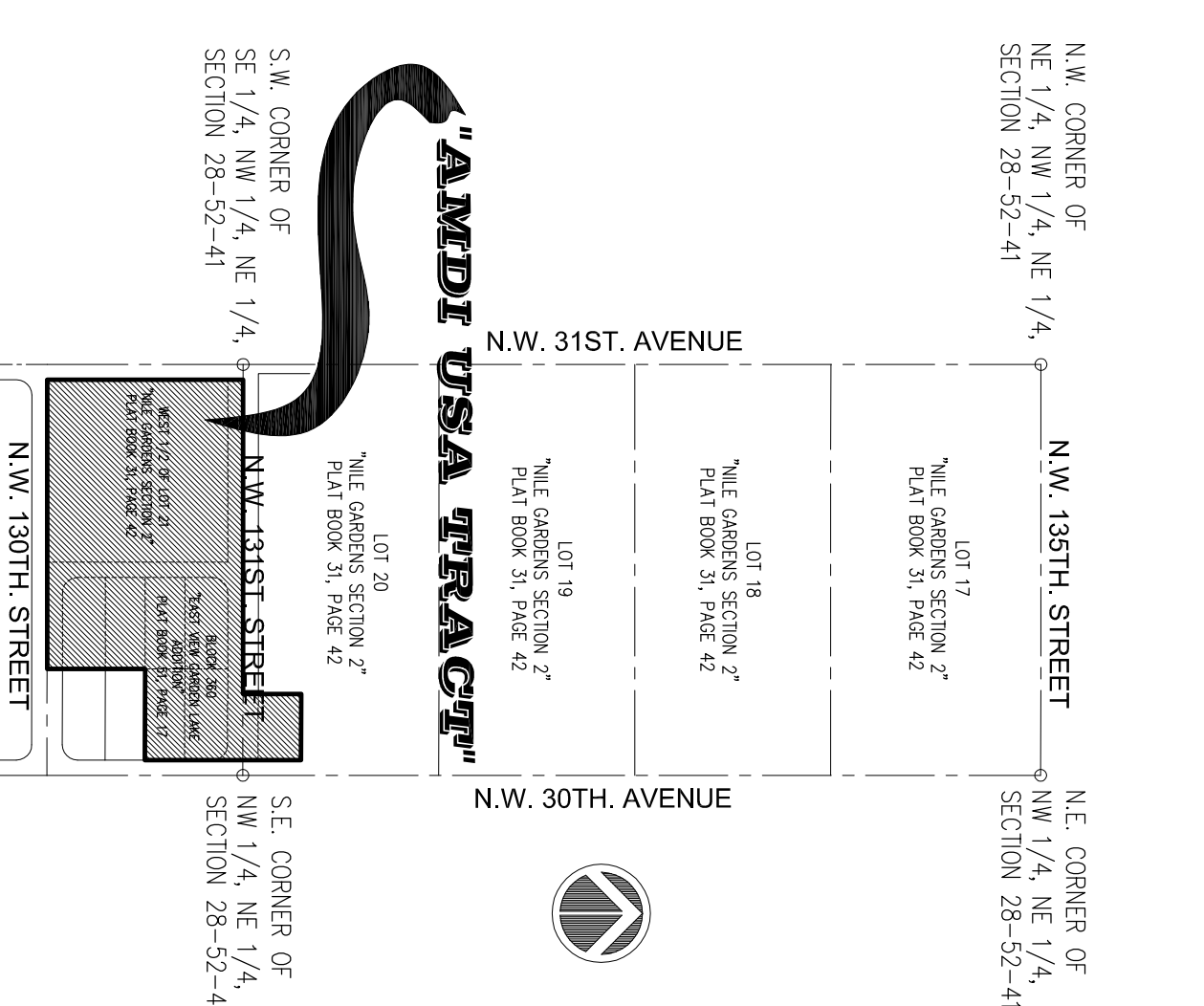
PABLO J. ALEONSO, Professional Surveyor & Mapper No. 5880

Date of Survey: 06/09/2018
Date of Last Revision:

Survey Performed by:
ROYAL POINT LAND SURVEYORS, INC.

Phone: 305-822-6062 / Fax: 305-827-9669

PORTION OF THE WEST 1/2 OF N.E. 1/4, SECTION 28-52-41
LOCATION SKETCH
SCALE: 1" = 300'

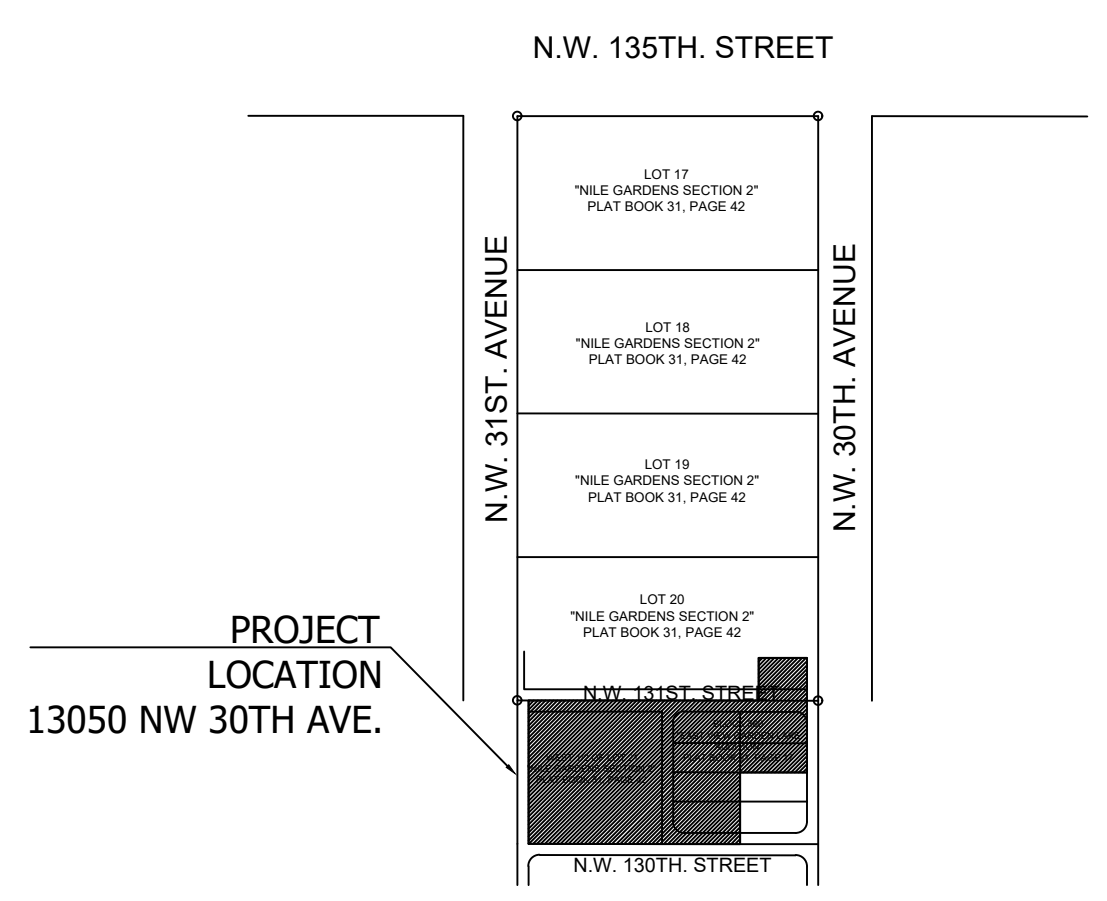


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 ROYAL POINT LAND SURVEYORS, INC. L.B.# 7282 6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 /* 305-698-9468 FAX.305-827-9669	PREPARED FOR: AMDI USA INC.
TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY	

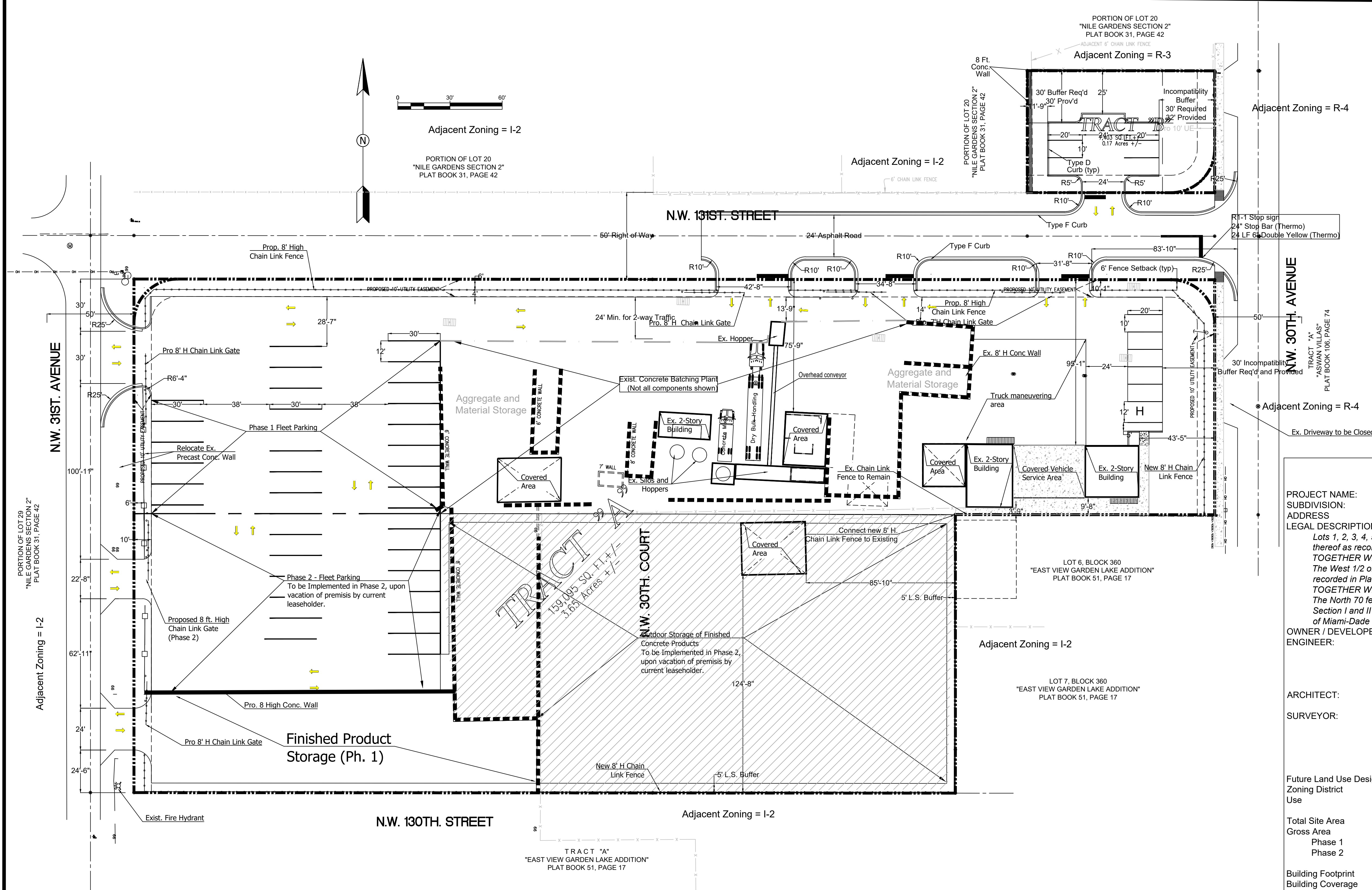
LOCATION MAP



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

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: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes X	No	Yes	No
Funding Source: Account# :	(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	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 ☐ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, 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

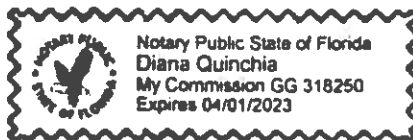
Sworn to and subscribed before me:

This 5 day of August, 2020

Notary Public

Attach copy of identification

My commission expires 4/1/23





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

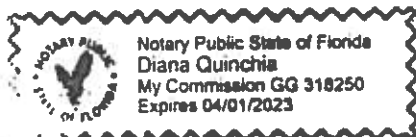
Date

Sworn to and subscribed before me:

This 5 day of August 2020

Notary Public

My commission expires: 4/1/23



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



MEMO

Tentative Plat Application

myOrgco
AUTHORIZED SIGNATURE

⑈004750⑈

AMDI USA INC.

City of Opa Locka
61000 · Business Licenses and Permits Tentative Plat Application

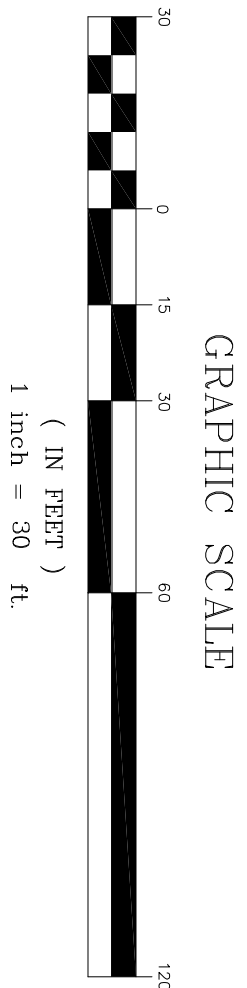
08/05/2020

4750

2,350.00

BOA - Checking 9726 Tentative Plat Application

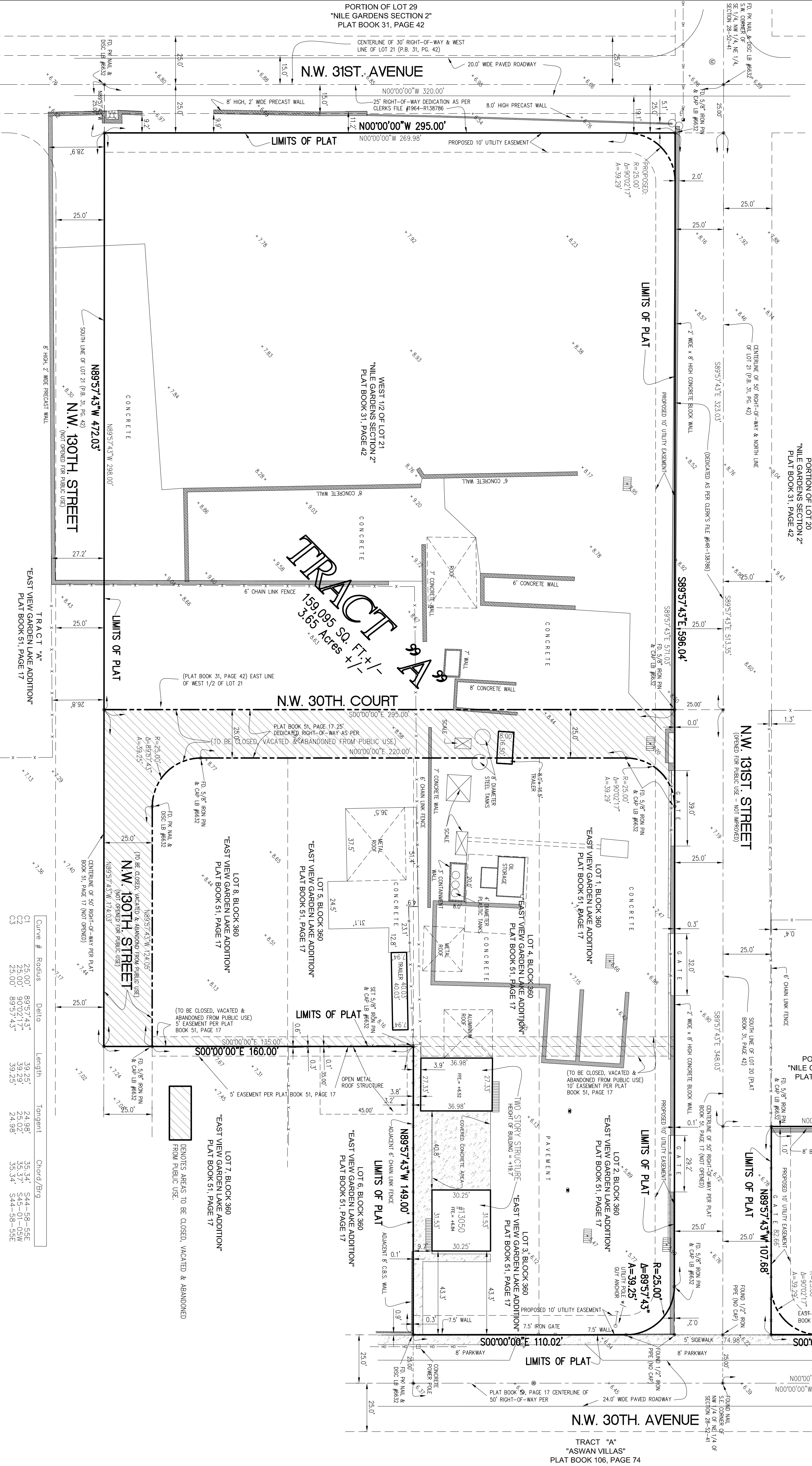
2,350.00



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



LEGEND

Wood Fence

Chain Link Fence

Iron Fence

Monument Line

Centerline

Property Line

A=Arc

B=Chord

C=Chord

D=Chord

E=Chord

F=Chord

G=Chord

H=Chord

I=Chord

J=Chord

K=Chord

L=Chord

M=Chord

N=Chord

O=Chord

P=Chord

Q=Chord

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VC=Chord

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VF=Chord

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VK=Chord

VL=Chord

VM=Chord

VN=Chord

VO=Chord

VP=Chord

VQ=Chord

VR=Chord

VS=Chord

VT=Chord

VU=Chord

VV=Chord

VW=Chord

VX=Chord

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WA=Chord

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WC=Chord

WD=Chord

WE=Chord

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WG=Chord

WH=Chord

WI=Chord

WJ=Chord

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WL=Chord

WM=Chord

WN=Chord

WO=Chord

WP=Chord

WQ=Chord

WR=Chord

WS=Chord

WT=Chord

WU=Chord

WV=Chord

WW=Chord

WX=Chord

WY=Chord

WZ=Chord

XA=Chord

XB=Chord

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ZS=Chord

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ZU=Chord

ZV=Chord

ZW=Chord

ZX=Chord

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ZZ=Chord

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.

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

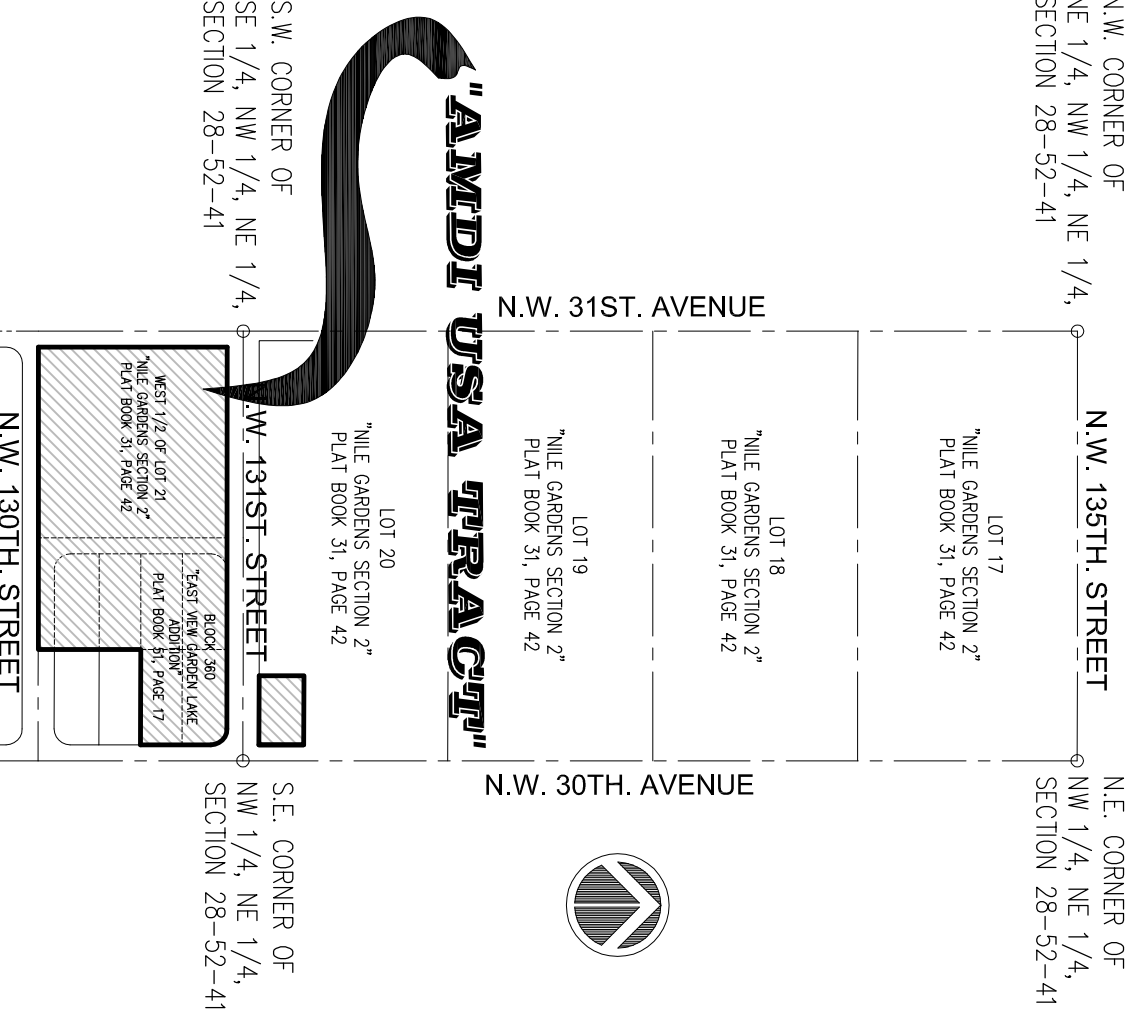
Tax Folio #08-2128-004-0330

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 (53-17740), is "Residential Subdivisions". The horizontal 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, or Page 17, of the public records of Miami-Dade County, Florida, and all other bearings are based on the same.
- 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.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:

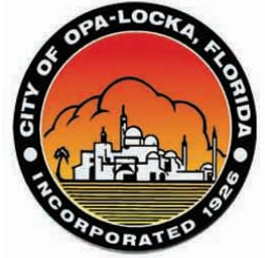
Survey Performed By: ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd, Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

NO.	DATE	DESCRIPTION	BY	APP.	DESCRIPTION
RECORD OF REVISION					
1	07/15/2020	FIELD BOOK: RP20-0795			
2	07/15/2020	SCALE: 1" = 30'			
3	07/15/2020	CHECKED: P.J.A.			
4	07/15/2020	DRAWN: J.G.			
5	07/15/2020	PREPARED FOR: AMDI USA INC.			
6	07/15/2020	13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA			
7	07/15/2020	TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT			
8	07/15/2020	6175 NW 153 ST., SUITE 321, MIAMI LAKES, FL. 33014 ** TEL.305-822-6062 */ 305-698-9468 FAX.305-827-9669			
9	07/15/2020	LB.# 7282			
10	07/15/2020	OF 1 SHEET			



PLANNING & ZONING BOARD

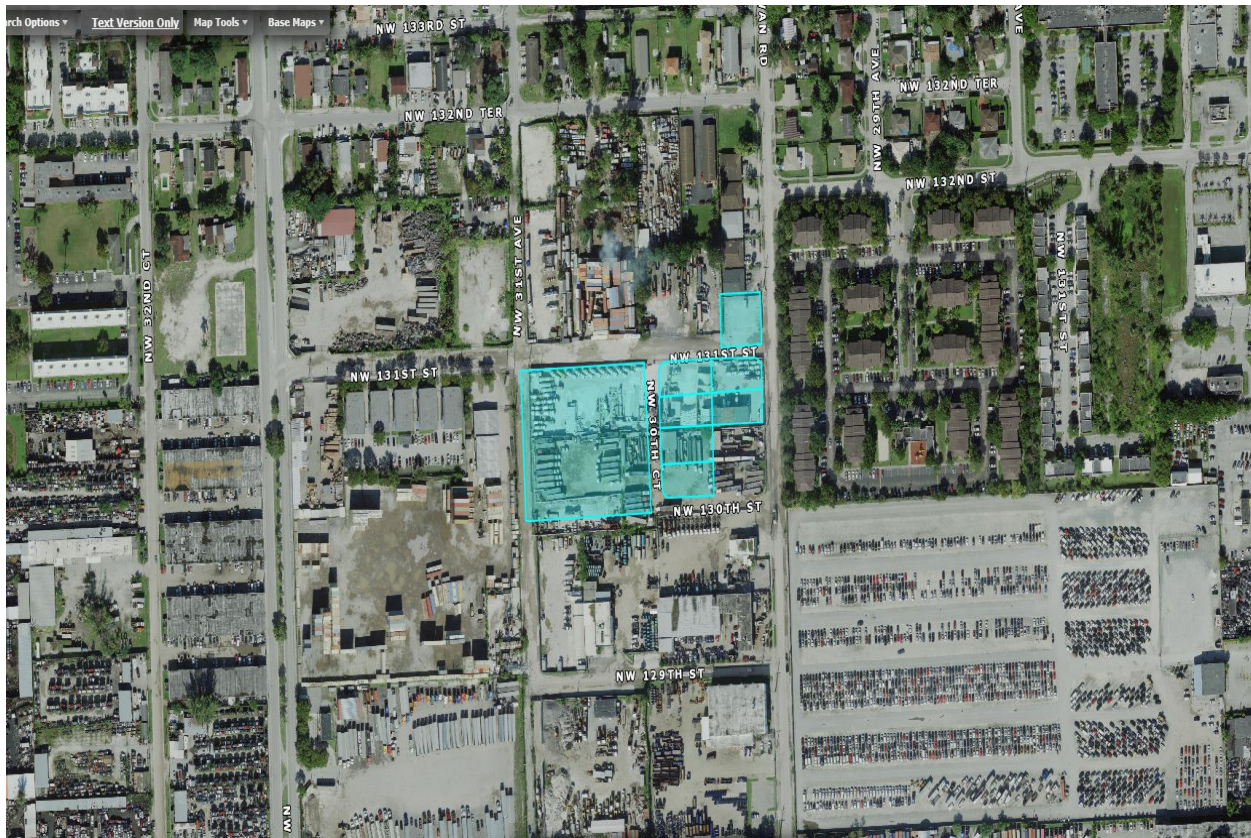
NOVEMBER 17TH
2020



CONCRETE BATCHING PLANT FACILITY: Tentative Plat
APPLICANT'S REQUEST:

Staff Report

A RESOLUTION OF THE PLANNING AND 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 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%	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



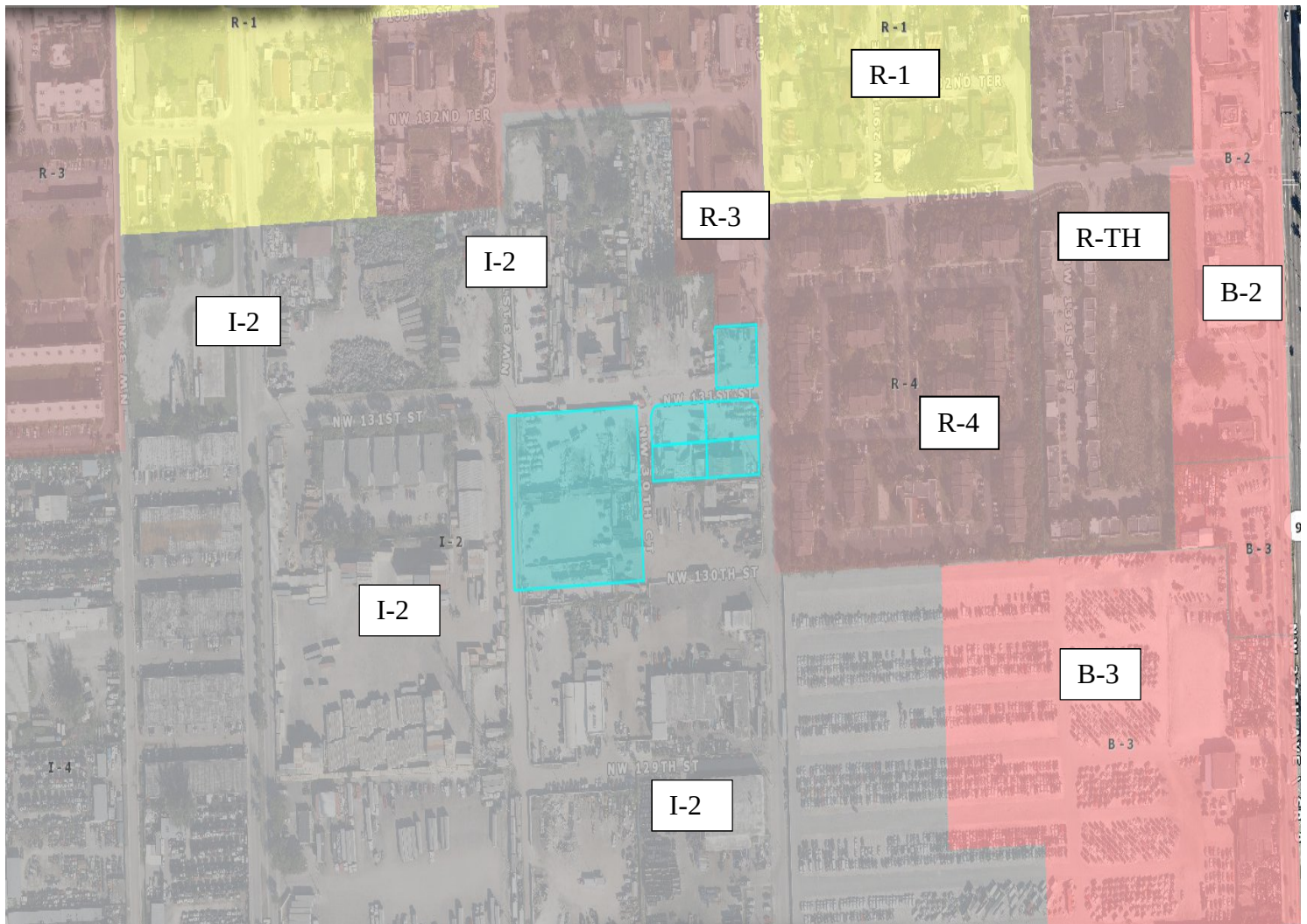
Google Street View: East View of property on NW 131 Street

- 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.

The Site is Highlighted in image



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.

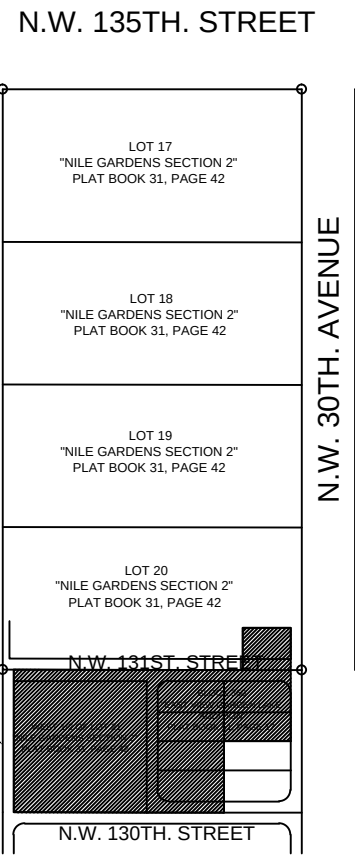
Adjacent Zoning = I-2

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:

- 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 BARRIERS.
- 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 SPAD, 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

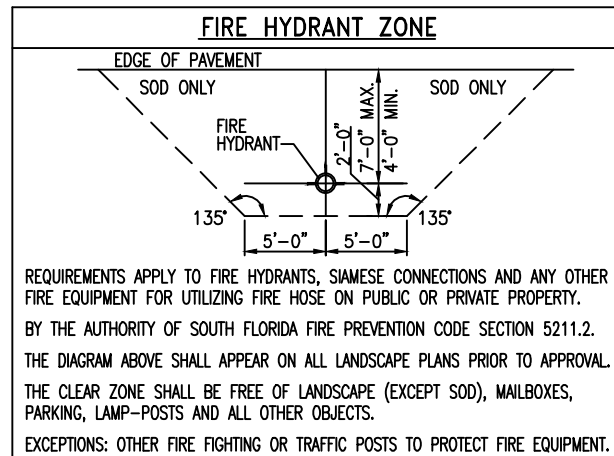
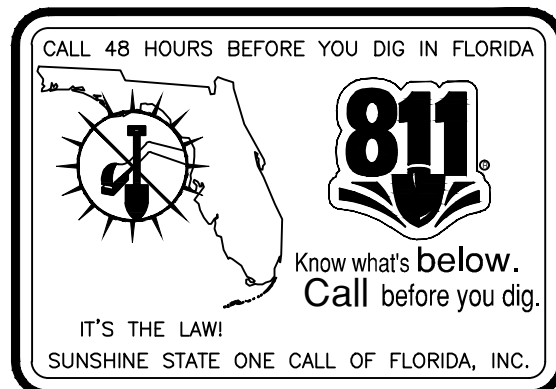
SCALE: 1" = 30'-0"

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
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

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	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 / CABPAGE 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



ALL CONTAINER GROWN TREES SHOWN AS SPECIFIED THAT EXHIBIT CIRCLING ROOTS WILL NOT BE ACCEPTED.

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
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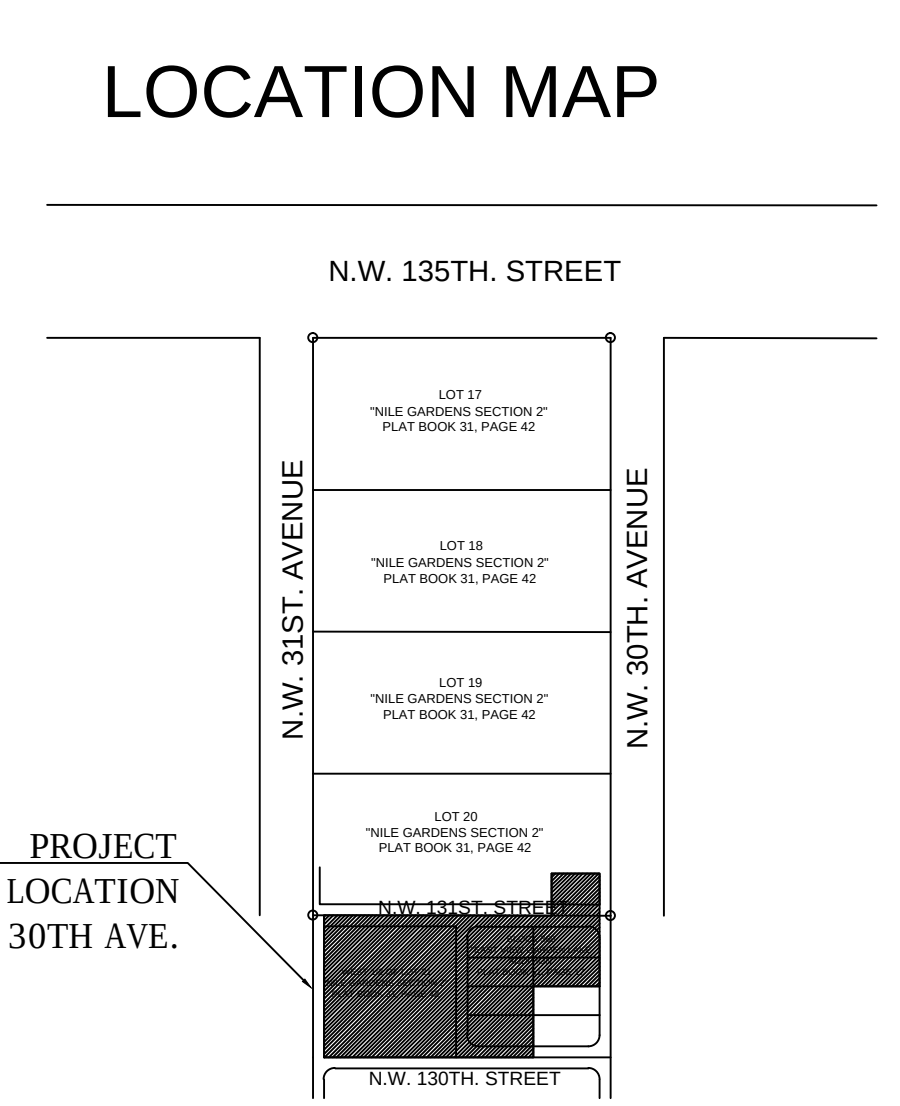
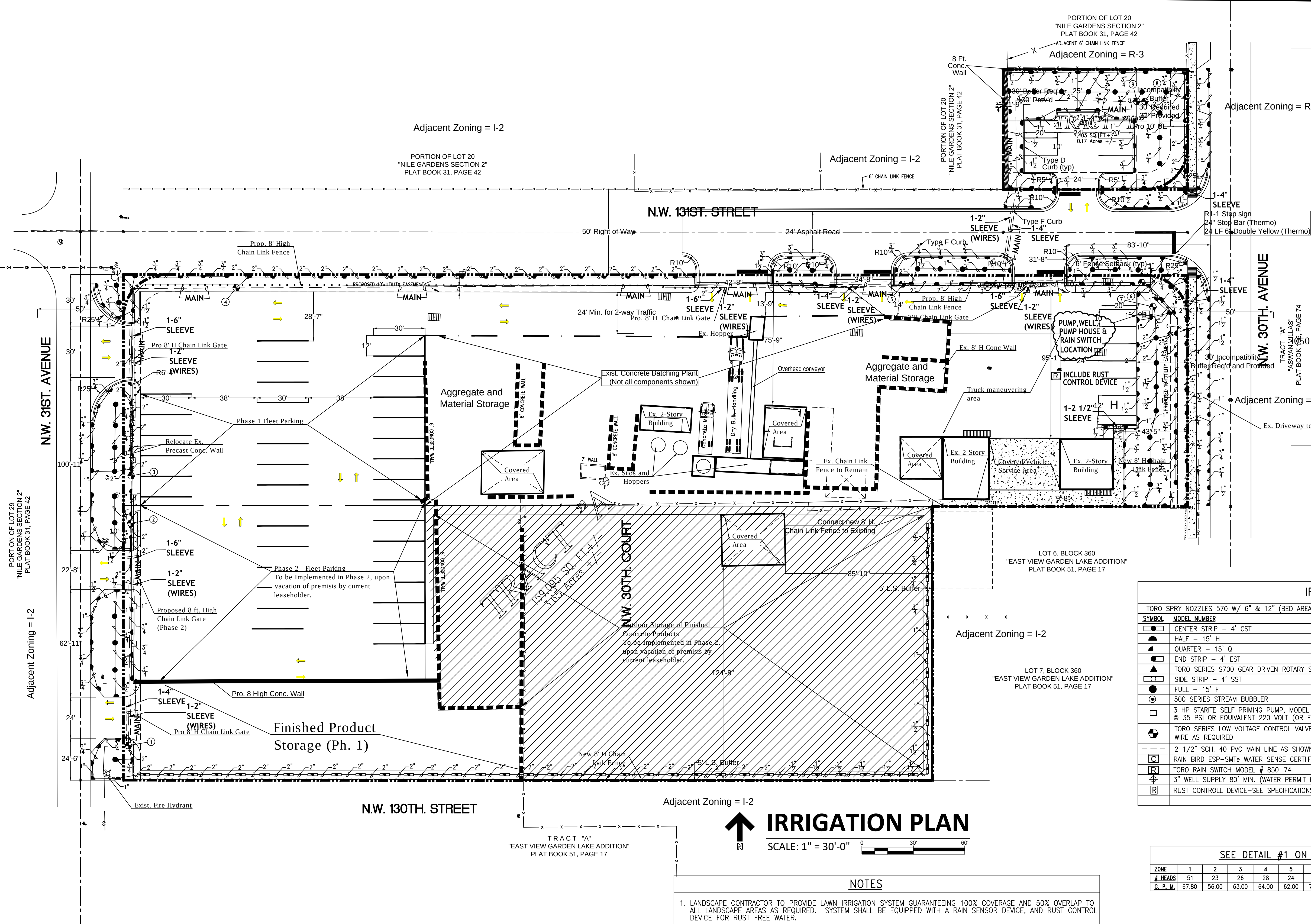
AMD USA Inc.

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 WITNESSED WITH SEAL OF
GLEN A. HANKS
FLORIDA P.E. #153652
FOR THE FIRM



IRRIGATION LEGEND				
TORO SPRAY 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			
	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	-	-	-

- 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.

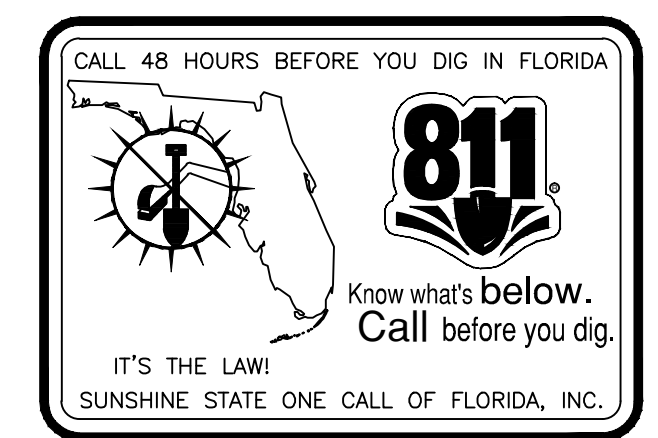
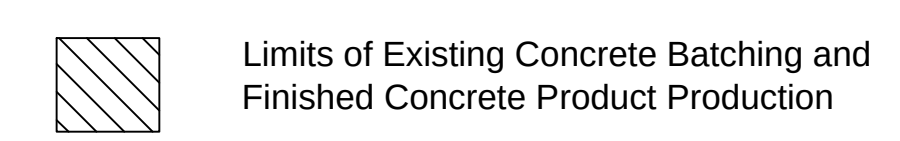
8. IRRIGATION CONTRACTOR TO SELECT NOZZLE SIZE BASED ON INTENDED THROW WITHIN 25% OF MAXIMUM DESIGN THROW.

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.

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.



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.

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
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7522 wiles rd., ste 203-B
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RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS
2020-02-13 City Comments
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AMD USA Inc.
13050 NW 30th AVENUE
IRRIGATION PLAN

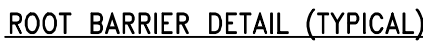
JOB NO: 180201
RSL#20-10-2147
SCALE: 1" = 30'
Sheet No:
L-2

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FLORIDA P.E. #38552
FOR THE FIRM



- 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 & 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-1.1:

PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1 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 DRIVE 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-RANS 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 onto 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: BIO BARRIERS SHALL BE INSTALLED WHERE TREES ARE IN THE VICINITY OF UNDERGROUND LINES,
FIELD VERIFY AS REQUIRED.

IRRIGATION LEGEND



- CONTRACTOR SHOULD MAKE HIS OWN TAKE OFF TO ELIMINATE DISCREPANCIES. IN CASE THEY OCCUR, THE PLANT WILL TAKE PRECEDENCE OVER THE PLANT LIST.
2. EXACT LOCATION OF PLANT MATERIAL MAY VARY SLIGHTLY, COORDINATE FIELD LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK.
THE LANDSCAPE PLANTS SHALL NOT BE UTILIZED FOR STAKING, LAYOUT OR LOCATIONS OF ANY SITE STRUCTURE OR HEAVY INCLUDING BUT NOT LIMITED TO BUILDINGS, SIGNS, SIDEWALKS, EASEMENTS, UTILITIES OR ROADWAYS.
3. 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.
4. ALL PLANTING TO BE DONE ACCORDING TO GOOD NURSERY PRACTICE.
5. ALL PLANTING MATERIAL SHALL BE GUARANTEED 365 DAYS (1 YEAR) FROM TIME OF FINAL INSPECTION & APPROVAL.
6. ALL SOIL TO BE ST. AUGUSTINE FLORATAM SOIL, UNLESS OTHERWISE NOTED.
7. 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).
8. ALL TREES TO HAVE A 2 1/2" MINIMUM TRUNK CALIPER OR UNLESS OTHERWISE SHOWN ON LANDSCAPE LEGEND.
9. ALL TREES FIELD GROWN (LIRIO CAN TREES NOT ACCEPTABLE), UNLESS OTHERWISE SHOWN.
10. 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.
11. LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY CHANGES IN THE MATERIAL OR DESIGN PRIOR TO INSTALLATION OF THE SAME.
12. OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.
13. LANDSCAPER SHALL HAVE A COMPETENT SUPERINTENDENT PRESENT ON THE JOB WHO SHALL BE AUTHORIZED TO REPRESENT THE LANDSCAPER IN HIS ABSENCE.
14. PLANTS SHOULD BE TYPICAL FOR THEIR VARIETY AND SPECIES, SOUND, HEALTHY VIGOROUS, FREE FROM PLANT DISEASE, INSEST PESTS OR OTHER DANGERS. 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.
15. ALL PLANT MATERIAL SHALL BE HANDLED IN A CAREFUL MANNER DURING TRANSPORTATION AND INSTALLATION.
16. PLANTS SHALL NOT BE PRUNED OR TOPPED BEFORE DELIVERY.
17. OWNER RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIALS.
18. 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.
19. THE LANDSCAPE CONTRACTOR SHALL LAY OUT HIS WORK ACCORDING TO THE SPECIFICATIONS AND NOTIFICATIONS OF THE ARCHITECT. 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 LAYOUT.
20. METHODS OF PROTECTION SHALL BE MAINTAINED AT ALL TIMES, AS REQUIRED TO PROTECT ALL PERSONS AND PROPERTY AGAINST INJURY, AND SHALL BE MAINTAINED UNTIL THE COMPLETION OF ALL WORK.
21. 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 FLOW); 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 (SPREAD); MIN (INDICATES MINIMUM); MN (INDICATES MINIMUM).
22. 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 THE PLANT MATERIAL CAN BE OBTAINED AT THE TIME OF BIDDING AND AT THE TIME A CONTRACT IS EXECUTED.
23. 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.
24. SET BACKS SHALL BE GREATER THAN THE ORIGINAL GROWING WITH THE ROOT BALLS EVEN WITH, OR SLIGHTLY HIGHER (+-1") THAN THE FINISHED GRADE.
25. DELIVERY RECEIPTS FOR TOPSOIL, PLANTING SOIL & MULCH SHALL BE SUPPLIED TO THE INSPECTOR OR LANDSCAPE ARCHITECT UPON REQUEST.

- 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 USER 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, BEING DEEPER, DO NOT TOUCH THE PLANT WITH THE FERTILIZER. WATER IN FERTILIZER AFTER MULCHER 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 / 8"-12" MATERIAL
0.69 LBS. OR 2.00 CUPS / 5"-8" MATERIAL
0.19 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 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 SF., A 14-14-14.
27. SUPPLEMENT ALL TREES AND SHRUBS OVER 1" IN HEIGHT (1/2 LB. PER 5' OF SPREAD), AGROFIRM 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.
28. SUPPLEMENT POLYMER "TERRA GORB" OR APPROVED EQUAL AS PACKAGED IN 3 OZ. HANDY PAK COMPOSED OF SYNTHETIC ACRYLAMIDE COPOLYMER, 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 FERTILE, FIRM, IN A LOOSE FRIED IN A LOOSE FRIED 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 HABIT OF INDIVIDUAL SPECIES, RETAINING AS MUCH LEAFY 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 COLED, TOPPED, OR HATMAKED.
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 BEEN PASSED BY INSPECTION AND ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, REMOVAL OF DEAD MATERIALS, RESETTLING 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 TO EXISTING LAWN DURING PLANTING OPERATIONS SHALL BE REPAIRED BY CONTRACTOR.
34. CONTRACTOR TO REMOVE ALL REMAINING FRONDS ON NEWLY PLANTED SABAL PALMS WITH THE EXCEPTION OF THE CENTER BUD TO INSURE BETTER SURVIVABILITY AND LESS WATER STRESS PROBLEMS OF THE PALM, THIS GIVING HIGHER SURVIVOR RATE OF THE SODDED LAWN. (NOTE: OTHER PALM SPECIES THE BRANCHES TOGETHER WITH BIODEGRADABLE TWINE TO TIGHT BUNDLE AROUND BUD FOR PROTECTION AS REQUIRED).
35. ALL APPLICABLE FEDERAL, STATE, AND LOCAL PERMITS SHALL BE OBTAINED PRIOR TO ANY REMOVAL, RELOCATION, OR INSTALLATION OF PLANT MATERIALS INDICATED WITHIN THE PLANS OR PLANT 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 LEVELS BETWEEN 30" & 8 FT MEASURED FROM GRADE LEVEL AT ALL ENTRANCES, EXITS, AND INTERSECTIONS.

RICHARD BARTLETT LANDSCAPE, INC.
14417 STIRRUP LANE
WELLINGTON, FL 33414
TEL: (561) 758-7707
LANDSCAPE ARCHITECTURE
MICHAEL E. RAWLS RLA#0001633
EMAIL: rb@richardbartlettlandscape.com

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THE FOLLOWING DRAWINGS ARE INSTRUMENTS OF SERVICES TO THE LANGUAGE ARCHITECT. THEY ARE NOT PRODUCTS OF DESIGN. ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY THE LANGUAGE ARCHITECT. NO PART OF THIS DRAWING IS TO BE REPRODUCED, COPIED, OR DEVELOPED FOR USE ON ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

RELEASE INFO
2019-08-28 Opa-Locka Site Plan

REVISIONS
2020-02-13 City Comments
2020/8/28 Updated Survey

AMDI USA Inc.

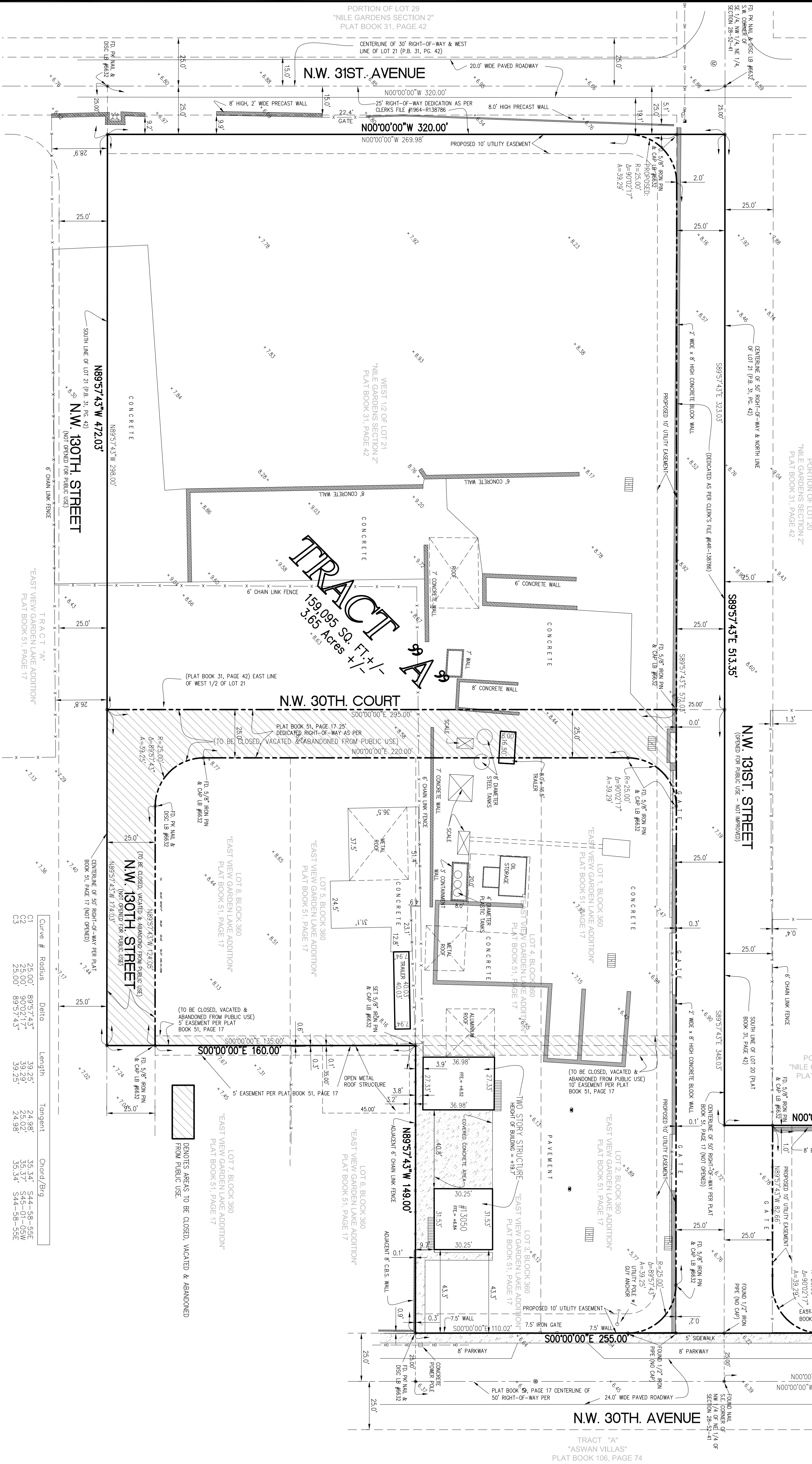
13050 NW 30th AVENUE
SPECIFICATIONS SHEET

JOB NO: 180201
RBL#20-10-2147
SCALE: 1" = 30'

Sheet No
L-3

NOT TO BE FILED FOR RECORD UNLESS SIGNED,
DATED AND EMBOSSED WITH THE RAISED SEAL OF
GLEN A. HANKS
FLORIDA P.E. #53852
FOR THE FIRM

“AMDI USA TRACT”



	Existing Condition
	to be Banned
	Concrete Block & Stucco
	D.E. = Porridge Coresant
	D.M.E. = Damage Maintenance Element
	F.T.E. = Finish Iron Element
	F.L.P. = Found Iron Pipe/Pin
	F.L.R. = Found Iron Rebar
	F.N. = Found Nail and Pins
	Concrete
	Property Line
	Core Pole

**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 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-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, thereat as recorded in Plat Book 51, Page 1, Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

The West 1/2 of Tract 21, "NUE GARDENS, Section I and II" according to the plat thereat 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.

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, Commitment 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.: 01-2009-010863, 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 that instrument 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 (5.1-7.16A), 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 encumbrances shown herein are in accordance with the United States Standard Feet.
- 6) Boundaries and/or footings that may cross beyond the boundary lines of the parcel herein described are shown for information only.
- 7) Not valid without the signature and the original sealed set of a Florida Licensed Surveyor and Mapper.
- 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.

- 10) Ownership suits to: OPINION OF TITLE.
- 11) Type of Survey: BOUNDARY/ TOPOGRAHIC SURVEY.
- 12) The North arrow and bearings shown hereon are based on a bearing of N.00°00'00"E along the East line of Block 350, of "EAST NEW 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.
- 13) Flood Zone Data: Community: #120657/0138/L Date: 9/11/2009
Flood Zone: "A1" & "X" Base Flood Elevation = +7'0"
- 14) Elevation shown hereon are based on National Geodetic Vertical Datum (1989 Mean Sea Level).
- 15) Benchmark Used: Miami-Dade County Benchmark #N-463-NE. Elevation = +8.89'
- 16) Legal Description shown hereon as per above noted title commitment.
- 17) Present Zoning: L-2 (Unplanned Planned District)
- 18) Building Setbacks: Front & Rear = 25 feet / Street Side & Interior Side = 15 feet

Source: City of Dopa Local Planning Development

Subject property has access to a public right-of-way: NW 30th Avenue & NW 31st Avenue

20) Flood Criteria: +6.53 (as shown on AMENDED PLAT of FLOOD CRITERIA MAPS, as recorded in Plat Book 497, 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.

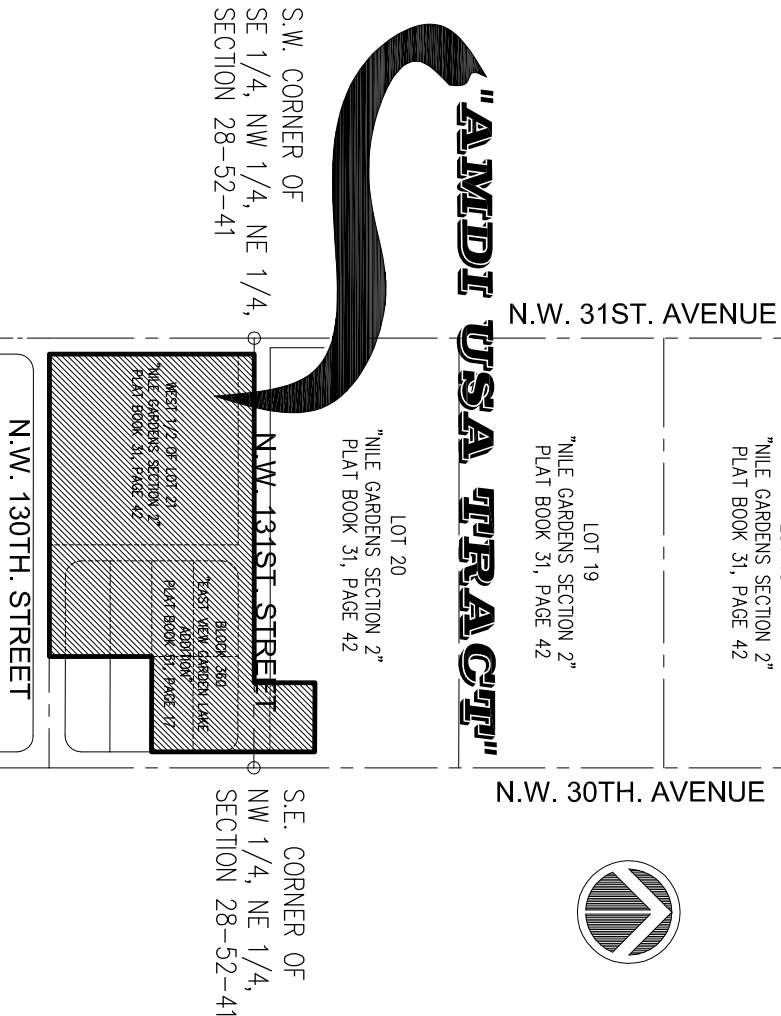
I HEREBY CERTIFY THAT: the attached Tentative Plat, and legal description associated therewith, comply with all applicable requirements of Chapter 28 Subdivision Code of Miami-Dade County, Florida.

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

PABLO J. ALFONSO, Professional Surveyor & Mapper No. 5680
State of Florida
Date of Survey: 06/09/2018
Date of Last Revision:

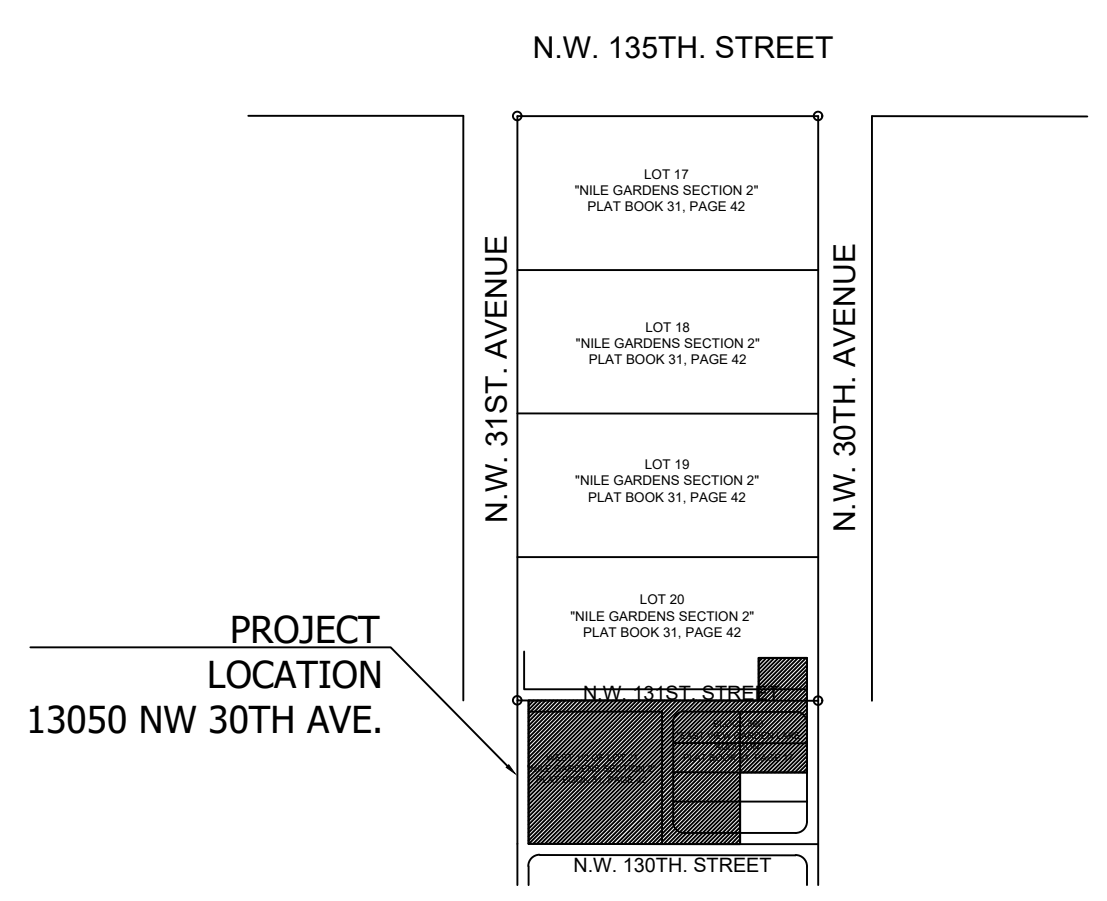
Survey Performed By:
ROYAL POINT LAND SURVEYORS, INC.
6175 NW 15th Street - Suite 321, Miami Lakes, Florida 33014
Phone: 305-822-6062 / Fax: 305-827-9669

[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: AMD I USA INC. 13050 N.W. 30th. AVENUE, OPA LOCKA, FLORIDA	TYPE OF PROJECT: BOUNDARY & TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT

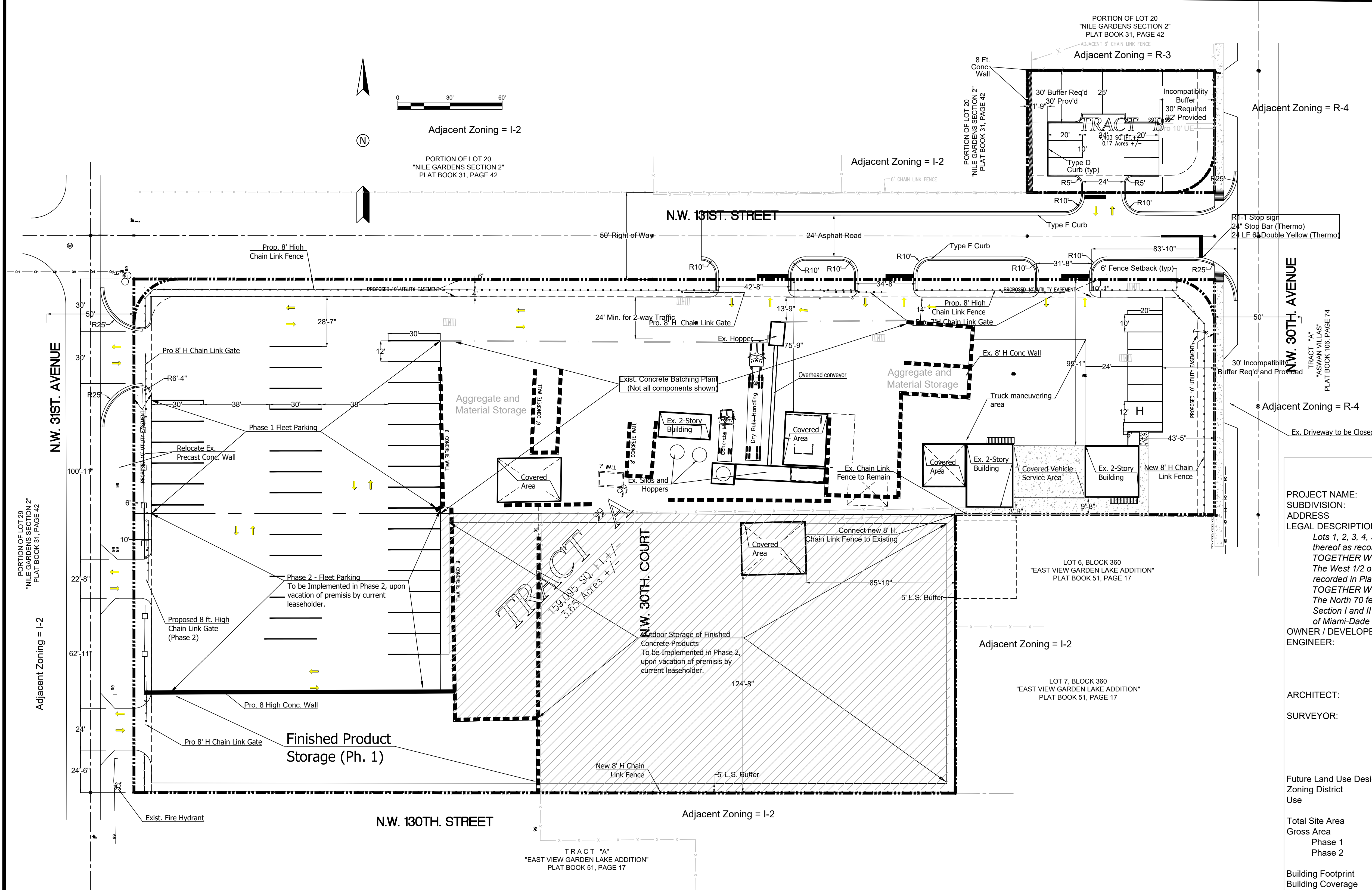
LOCATION MAP



Site Data Table

PROJECT NAME:	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

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

Received:
By:
Date:

" THE GREAT CITY "



City of
OPA-LOCKA
Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION 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 CodeAPPLICANT'S NAME: AMD I 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 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



 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

RESOLUTION NO.

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

WHEREAS, GPT NW 42nd Avenue Owner III LLC c/o Gramercy Property Trust ("Applicant") presented a request for site plan and development agreement approval to the City Commission of the City of Opa-Locka ("City Commission") on June 24, 2020 to develop the B-3 zoned property identified by folio 08-2129-000-0032 ("Property") with a warehouse/distribution/commercial facility in accordance with the Commercial and Corridor Mixed Use Overlay requirements of the City Land Development Regulations; and

WHEREAS, the City Commission had previously approved the corresponding site plan, development agreement requests and Tentative Plat; and

WHEREAS, the Applicant now seeks to obtain Final 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; and

WHEREAS, on May 11, 2021, the Applicant 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 Final Plat Review approval 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 Final Plat 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/Denial. Approval/Denial of Final Plat.

The City Commission of the City of Opa-Locka hereby approves the request attached hereto as Exhibit "A" for Final Plat approval for Construction and Operation of a Warehouse/Distribution Center on the property located at 12700 NW Le Jeune Road and identified by folio 08-2129-000-0032 in the B-3 Zoning District.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 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:		
Finance Director:			FD Signature: Department		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	06-09-21	Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other
			X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance/Resolution Reading: <i>(Enter X in box)</i>	1 st Reading	
				2 nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	
Funding Source: Account# :	<i>(Enter Fund & Dept)</i> Ex:		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: N/A		
		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> Commercial Retail Services	
	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 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.

Staff Summary:

The applicant/owner, GPT NW 42nd Avenue Owner LLC c/o Gramercy Property Trust presented requests to the City Commission on June 24, 2020 for Site Plan Review and for Development Agreement approvals for the construction of warehouses and distribution center uses on this property identified by folio 08-2129-000-0032. The City Commission approved the Site Plan and the Development Agreement. To develop this property the applicant also needs to obtain plat approvals for the construction of this warehouse distribution center in accordance with the requirements of Miami-Dade County platting regulations. The applicant began the Platting process by requesting tentative plat approval before the Planning & Zoning Board on September 8, 2020 and the PZAB recommended approval. The City Commission adopted Resolution 20-9821 approving the Tentative Plat on November 19, 2020. The applicant, GPT NW 42nd Avenue Owner III LLC c/o Pulice Land Surveyors, Inc have received approval recommendations from Miami-Dade County Plat Committee and from Miami-Dade County Department of Regulatory and Economic Resources/Department of Environmental Resources Management to comply with the requirements of Miami-Dade County Code of Ordinances. The applicant is now requesting Final Plat approval which incorporates any requirements of Miami-Dade County Code, Chapter 28 “Subdivisions” – Plats and Platting.

This site have been viewed as a major redevelopment opportunity for the City of Opa-locka which will provide employment opportunities and economic development in the South - West sector of the City on this B-3 zoned property that is within the Corridor Mixed Use Overlay.

Proposed Action:

Staff has recommended approval of this Request.

Attachment:

DRAFT Resolution
PZAB Application
Final Plat Survey
Staff Report



Palmer Trinity School students Alejandro Ichiro Miyasaka, Alex Fumagalli, Javi Cervera, and Jackson Graeff are with Andrew Stein, center, during their \$700 check presentation in support of The Orphaned Starfish Foundation, which Stein founded.

FROM PAGE 4NW

SCHOOL SCENE

special recognitions. It is an honor to bestow this prestigious award upon such a well-deserving student-athlete.”

Ashley will be recognized during the 2021 College Football Playoff Semifinals at the Capital One Orange Bowl.

PALMER TRINITY SCHOOL

Palmer Trinity School students **Alejandro Ichiro Miyasaka, Javi Cervera, Jackson Graeff, and Alex Fumagalli** presented a \$700 check to **Andrew Stein**, founder and executive chairman of the **Orphaned Starfish Foundation**. The students raised funds through their business called **Ichiro's Cookies** to support the foundation.

The Orphaned Starfish Foundation was created to provide technology-based education, job training, and job placement assistance to orphans, victims

of abuse, survivors of trafficking, indigenous children, at-risk youth, and refugees. The organization helps children around the world with a focus on Latin America, Asia and Africa.

“We are very proud of the philanthropic leadership our amazing students have shown,” said **Patrick Roberts**, head of school. “This initiative demonstrates their drive and ingenuity to benefit vulnerable youth both locally and globally.”

Ichiro's Cookies was launched as part of Palmer Trinity School's Social Entrepreneurship class, which was created in 2014 to equip students with the skills and experiences needed to design, launch, and run their own social change and environmental innovation ventures.

CARROLLTON SCHOOL OF THE SACRED HEART

Isabela Delgado, a

student at **Carrollton School of the Sacred Heart**, was named a fellow in the inaugural class of **The Hafize Gaye Erkan First Republic Fellowship Program**. The program selects 10 ninth-grade students from The National



Isabela Delgado

Coalition of Girls' Schools member schools and awards them a \$5,000 grant per year of their high school education toward STEM services and programs.

Isabela is a member of several organizations at her school, including the Underwater Remote Operating Vehicle Robotics team and the founder of the Power of Play Club. She also competed in the Dream in Green Design and Build Competition, where she designed and built an architectural model addressing sea-level rise in Miami.



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 9, 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 HEARINGS:

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

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; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on May 26, 2021).

RESOLUTION/PUBLIC HEARING:

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.

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 9, 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

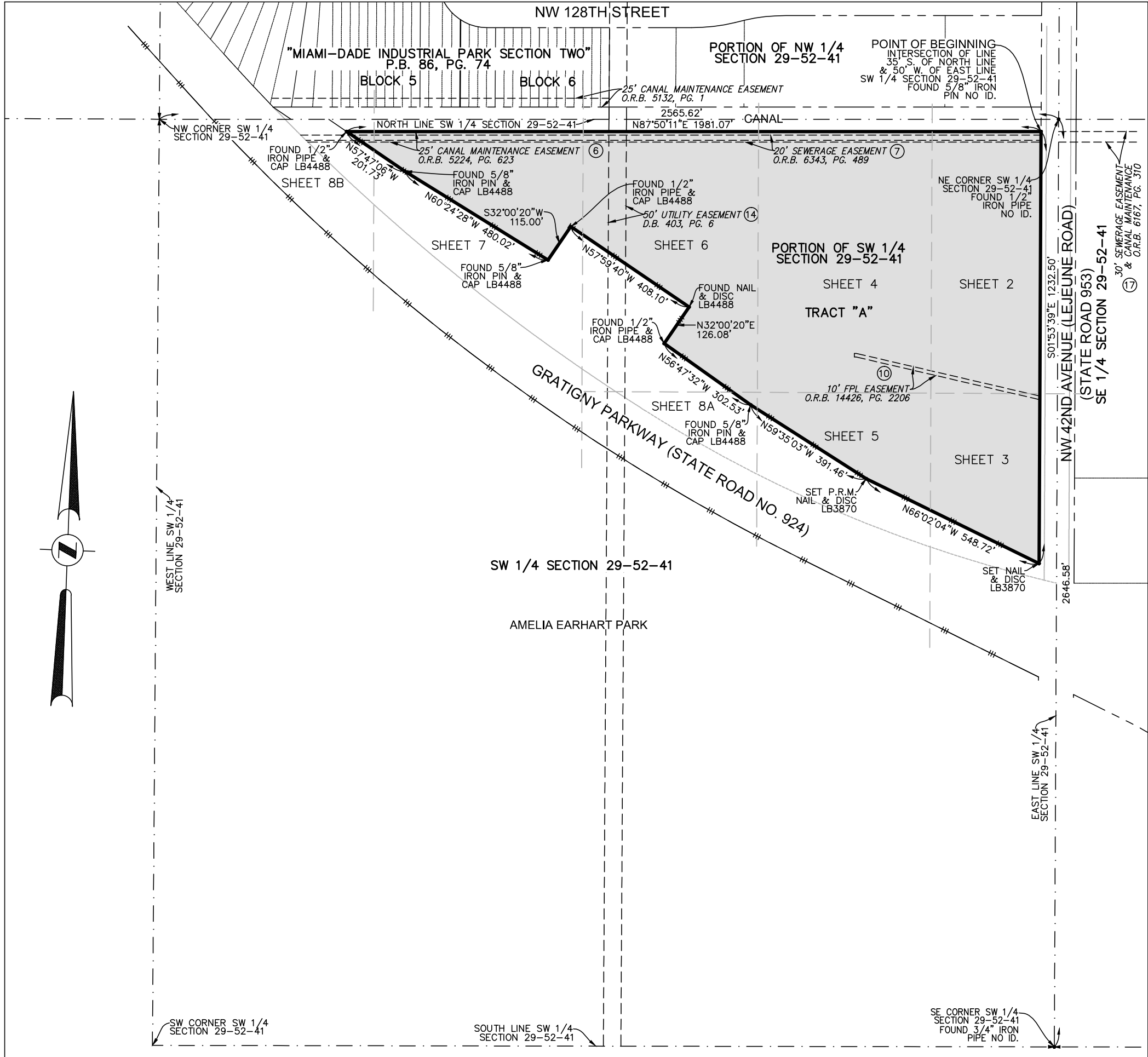
NOTES:

- 1) THIS SITE CONTAINS 1,233,446 SQUARE FEET (28.3160 ACRES) NET, 1,774,433 SQUARE FEET (40.7354 ACRES) GROSS, MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCHMARKS: N-462; ELEVATION: 7.84 FEET & N-600; ELEVATION: 7.48 FEET.
- 3) FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 7' / NONE; PANEL #120957 01121; MAP DATE: 09/11/09.
- 4) THIS SITE LIES IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 29-52-41 BEING S01°53'39"E.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- 8) THIS SITE CONTAINS 95 TOTAL MARKED PARKING SPACES (92 REGULAR & 3 DISABLED). STORAGE PARKING SPACES WERE NOT LOCATED.
- 9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 7045257, PREPARED BY CHICAGO TITLE INSURANCE COMPANY; COMMITMENT DATE: 05/22/2018 AT 11:00 PM; REVISED 10-02-18.
- THE FOLLOWING ITEMS ARE SCHEDULE B SECTION II EXCEPTIONS TO SAID COMMITMENT:
- ITEMS 1, 2, 3 & 4-NOT ADDRESSED.
- ITEM 5-RESERVATIONS IN DEED NO. 16,571 IN D.B. 176, PG. 339, AND PARTIALLY RELEASED IN O.R.B. 12165, PG. 1029, O.R.B. 12165, PG. 1030, O.R.B. 12288, PG. 2349, AND O.R.B. 14477, PG. 1787, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 6-EASEMENT FOR CANAL MAINTENANCE IN O.R.B. 5224, PG. 623, APPLIES TO THIS SITE AS DEPICTED HEREON.
- ITEM 7-EASEMENT IN O.R.B. 6343, PG. 489, APPLIES TO THIS SITE AS DEPICTED HEREON.
- ITEM 8-COVENANTS, CONDITIONS AND RESTRICTIONS IN COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3047, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 9-COVENANTS, CONDITIONS AND RESTRICTIONS IN O.R.B. 14449, PG. 352, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 10-EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY IN O.R.B. 14426, PG. 2206, APPLIES TO THIS SITE AS DEPICTED HEREON.
- ITEM 11-UNITY OF TITLE IN O.R.B. 14449, PG. 348, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 12-AGREEMENT FOR CONSTRUCTION OF SANITARY SEWAGE FACILITIES IN O.R.B. 14449, PG. 356, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 13-NOT ADDRESSED.
- ITEM 14-UTILITY EASEMENT IN D.B. 403, PG. 6, APPLIES TO THIS SITE AS DEPICTED HEREON.
- ITEM 15-MINERAL RESERVATIONS IN DEED NO. 1770 IN D.B. 2457, PG. 29, CANAL AND EASEMENT RESERVATIONS RELEASED IN D.B. 4224, PG. 299, IN O.R.B. 6284, PG. 101, AS AFFECTED BY NON-USE COMMITMENT IN O.R.B. 14415, PG. 1568, DO NOT APPLY TO THIS SITE.
- ITEM 16-AVIGATION EASEMENT IN O.R.B. 3498, PG. 209, DOES NOT APPLY TO THIS SITE.
- ITEM 17-EASEMENT FOR SEWAGE FACILITY AND CANAL MAINTENANCE IN O.R.B. 6167, PG. 310, DEPICTED HEREON, DOES NOT APPLY TO THIS SITE.
- ITEM 18-COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3044, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 19-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 707, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 20-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 711, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
- ITEM 21-LISTED SURVEY MATTERS ARE DEPICTED HEREON.
- 10) ALL RECORDED DOCUMENTS ARE PER MIAMI-DADE COUNTY RECORDS.
- 11) STATE PLANE COORDINATES ARE BASED ON FIELD OBSERVATION AND ARE TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. BEARINGS ARE NOT BASED ON STATE PLANE COORDINATES.
- 12) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 13) THERE ARE NO KNOWN PROPOSED CHANGES TO THE ADJACENT RIGHTS-OF-WAY.
- 14) THERE WAS NO FIELD DELINEATION OF WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 15) THERE WAS NO OBSERVABLE EVIDENCE OF EASEMENTS OTHER THAN THOSE SHOWN HEREON.
- 16) NUMBER OF PROPOSED TRACTS: 1.
- 17) DADE COUNTY FLOOD CRITERIA: 6.2 FEET PER PLAT BOOK 120, PAGE 13, SHEET 2 OF 5, DATED MARCH 1982.
- 18) PARCEL TO BE SERVED BY MIAMI-DADE WATER AND SEWER DEPARTMENT.
- 19) THIS SITE ENCOMPASSES ALL OF FOLIO NUMBER: 0821290000032.
- 20) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: FOUNDRY COMMERCIAL; CHICAGO TITLE INSURANCE COMPANY.
- 20) SITE ZONE: B-3 COMMERCIAL INTENSIVE BUSINESS DISTRICT/MXUD CORRIDOR MIXED USE OVERLAY DISTRICT.
- SETBACK REQUIREMENTS:
- FRONT-15'
- SIDE, INTERIOR LOT-0'
- SIDE, CORNER-15'
- SIDE, INTERIOR-15'
- REAR-15'
- MAXIMUM BUILDING HEIGHT:
- 6 STORIES OR 65'
- MINIMUM SITE AREA:
- 10,000 S.F.
- MAXIMUM FLOOR AREA:
- RATIO: 3.0
- PARKING SPACE REQUIREMENT:
- 1ST 5,000 S.F.-1 PER 1,000 S.F.
- 5,000+ S.F.-1 PER 500 S.F.
- 1 PER 400 S.F. BUILDING AREA
- 2,515 SPACES REQUIRED

CONTACT PERSON INFORMATION	
PULICE LAND SURVEYORS INC. - JANE STORMS	
TELEPHONE NUMBER: 954-572-1777	
FAX NUMBER: 954-572-1778	
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM	

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



LOCATION MAP

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
SCALE: 1"=300'

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH,
RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

LEGEND

- LIMITED ACCESS R/W LINE
- O.R.B. OFFICIAL RECORDS BOOK
- D.B. DEED BOOK
- P.B. PLAT BOOK
- PG. PAGE
- FPL FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS

DEVELOPMENT INFORMATION

TRACT	SIZE OF TRACT	USE
"A"	1,233,446 SQUARE FEET	WAREHOUSING FACILITIES
-	-	-

CERTIFICATION:

I HEREBY CERTIFY: THAT THERE ARE NO EXISTING UTILITIES, IMPROVEMENTS OR STRUCTURES ON THE LANDS HEREIN DESCRIBED, OTHER THAN SHOWN, AND THAT THIS TENTATIVE PLAT AS SHOWN WAS MADE UNDER MY DIRECTION IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") NUMBER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
- BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
- VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
- STATE OF FLORIDA

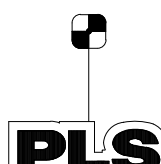
THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 8
INCLUSIVE

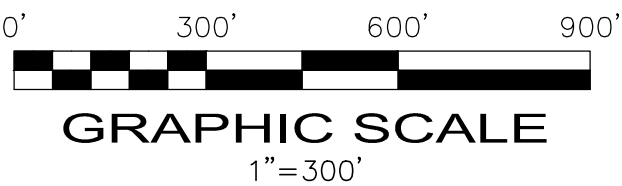
SHEET 1 OF 8

5		
4		
3		
2		
1		
NO.	REVISIONS	BY

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT

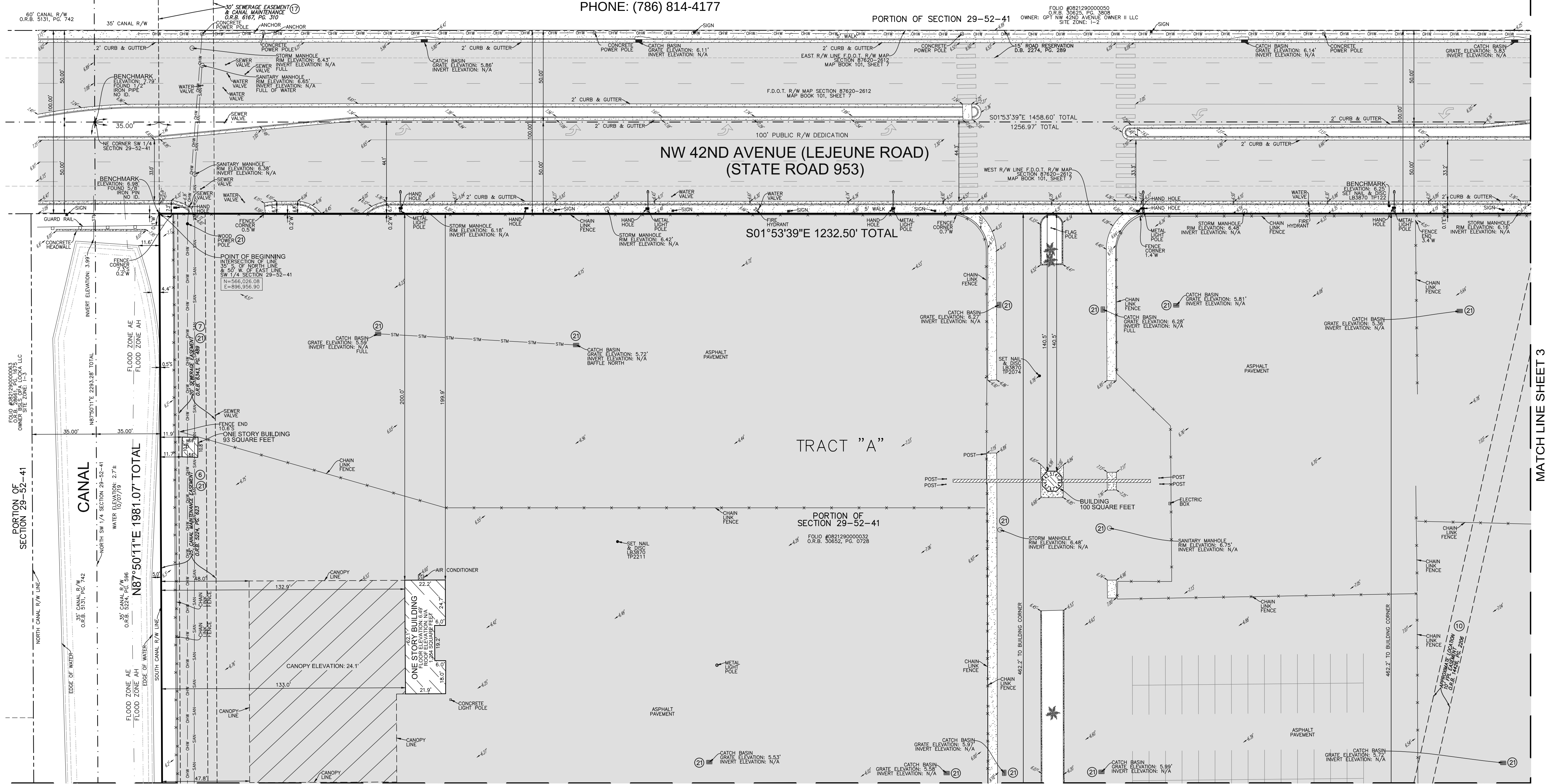
	PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 E-MAIL: surveys@pulicelandsurveyors.com WEBSITE: www.pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870	
DRAWN BY: B.E.	SCALE: 1" = 300'	FILE: FOUNDRY COMMERCIAL
CHECKED BY: J.F.P.	SURVEY DATE: 10/09/20	ORDER NO.: 66451



LEGEND

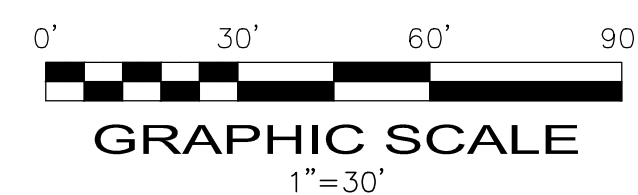
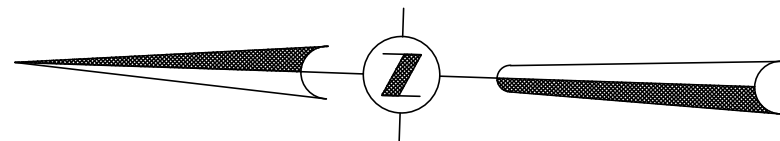
- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
- LIMITED ACCESS R/W LINE
- CENTERLINE
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT-OF-WAY
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R RADIUS
- CA CENTRAL ANGLE
- FPL FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT OF FOUNDRY OPA-LOCKA A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA OWNER: GPT NW 42ND. AVENUE OWNER, LLC C/O FOUNDRY COMMERCIAL 95 MERRICK WAY, SUITE 460 CORAL GABLES, FLORIDA 33134 PHONE: (786) 814-4177



MATCH LINE SHEET 4

MATCH LINE SHEET 3

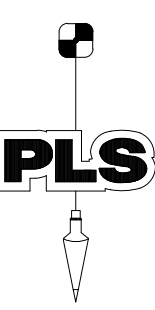


SHEET 2 OF 8

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 THROUGH 8 INCLUSIVE

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT



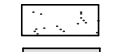
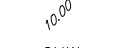
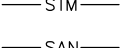
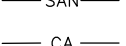
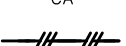
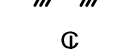
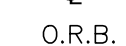
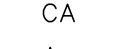
POLICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@policeandsurveyors.com
WEBSITE: www.policeandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

LEGEND

-  CONCRETE
-  ASPHALT PAVEMENT
-  ELEVATION
-  OVERHEAD WIRES
-  UNDERGROUND STORM SEWER LINE
-  UNDERGROUND SANITARY SEWER LINE
-  UNDERGROUND CABLE LINE
-  LIMITED ACCESS R/W LINE
-  CENTERLINE
-  O.R.B.
-  P.B.
-  PG.
-  R/W
-  F.D.O.T.
-  TP
-  R
-  CA
-  A
-  FPL
-  LICENSED BUSINESS
-  PALM TREE
-  BLACK OLIVE TREE

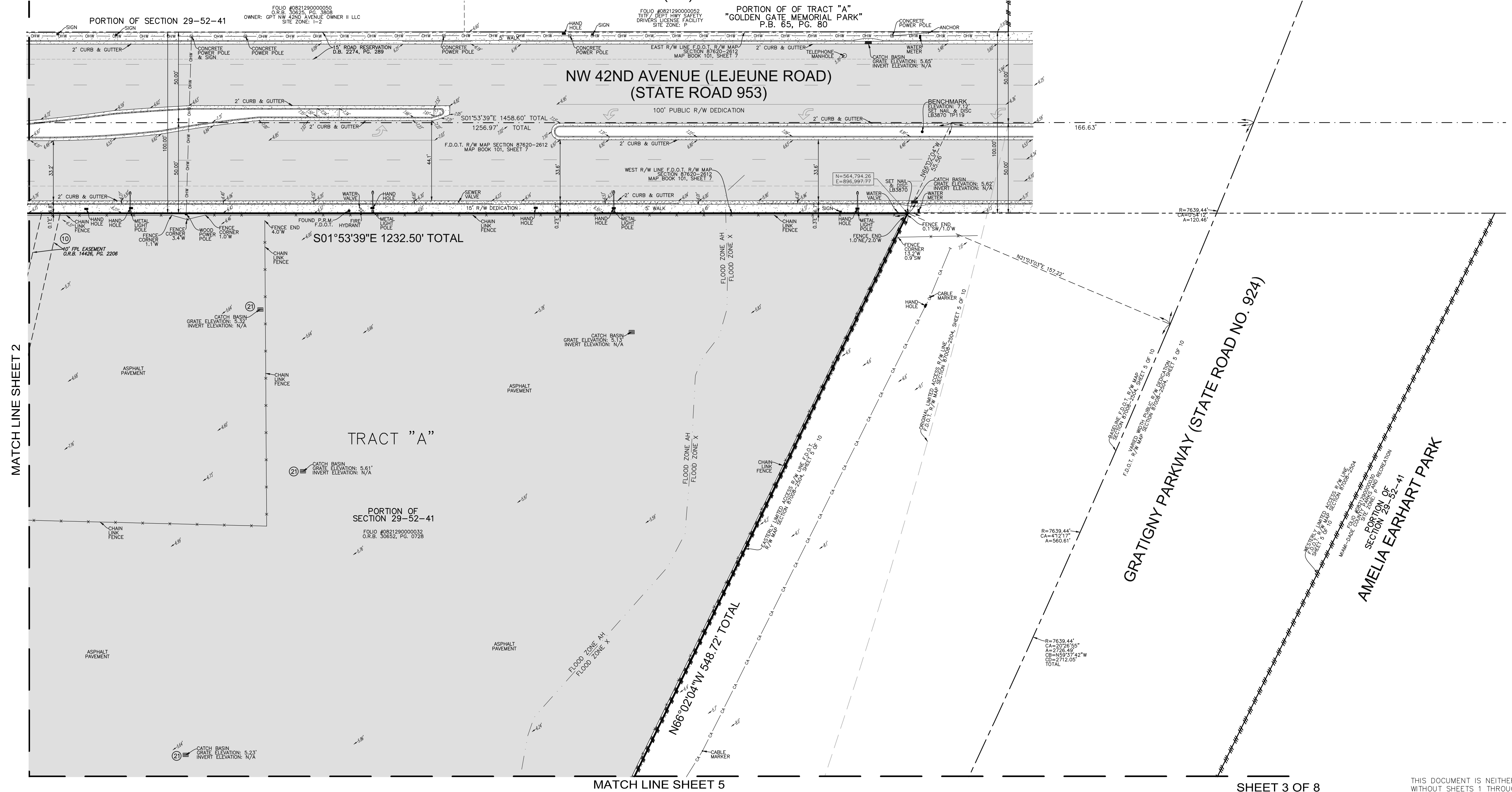
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

OF

FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



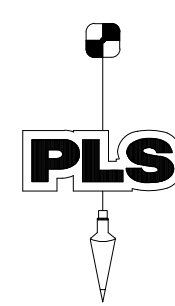
MATCH LINE SHEET 5

SHEET 3 OF 8

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 THROUGH 8 INCLUSIVE

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT

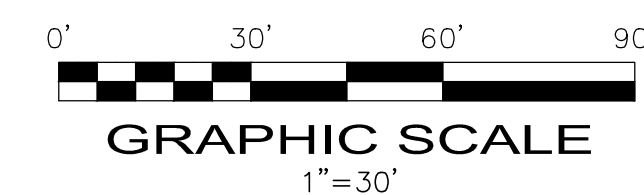
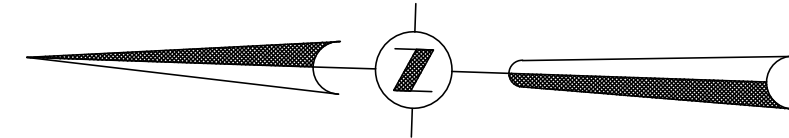


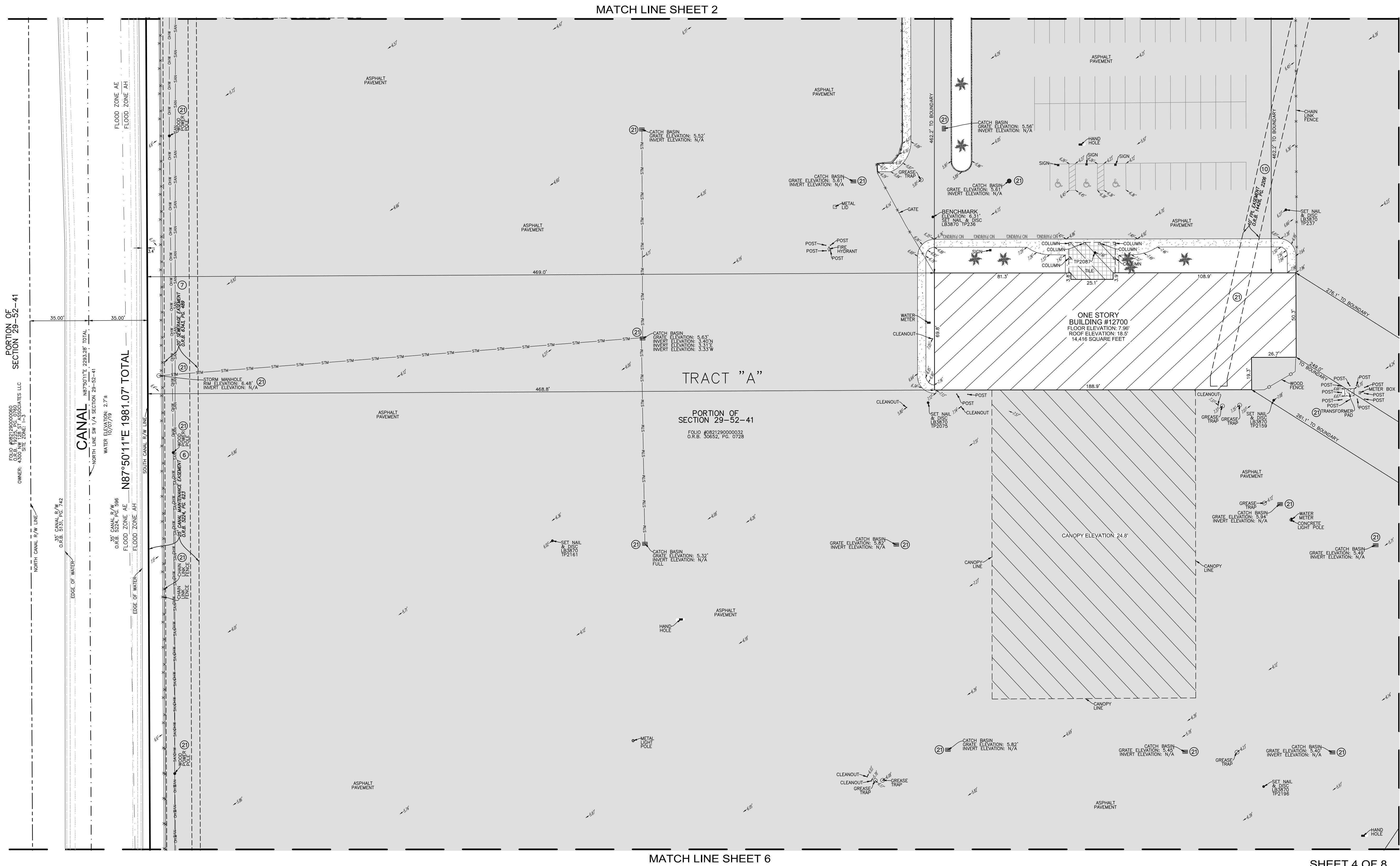
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

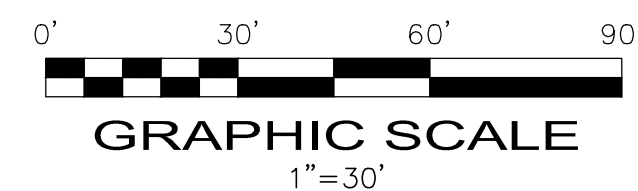
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SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451





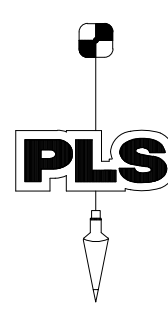
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



SHEET 4 OF 8

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



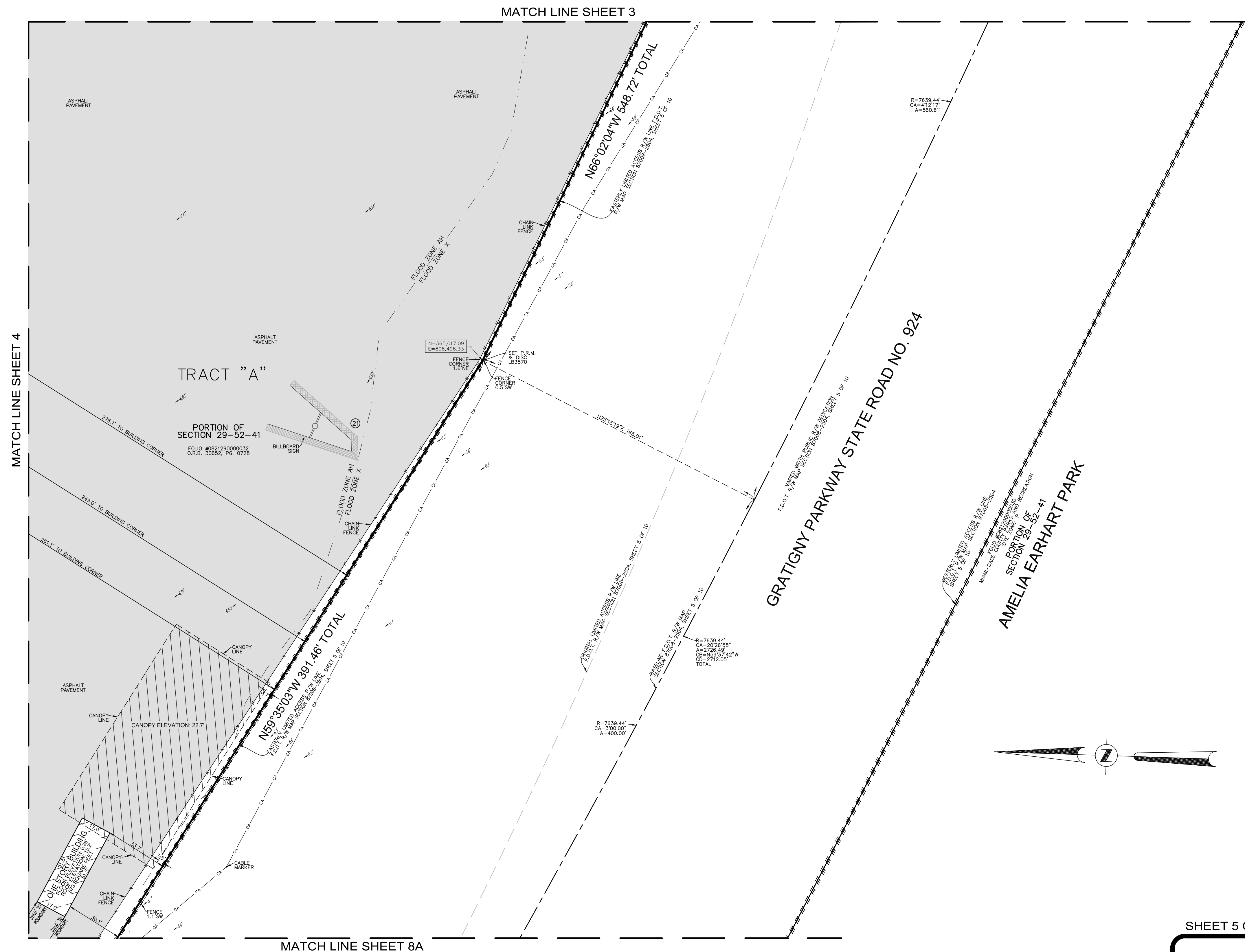
PULICE LAND SURVEYORS, INC.
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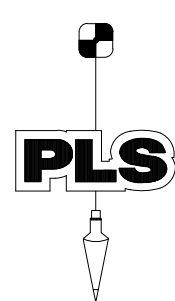
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	ASPHALT PAVEMENT
	ELEVATION
	OVERHEAD WIRES
OHW	UNDERGROUND STORM SEWER LINE
STM	UNDERGROUND SANITARY SEWER LINE
SAN	UNDERGROUND CABLE LINE
CA	LIMITED ACCESS R/W LINE
	CENTERLINE
Q	OFFICIAL RECORDS BOOK
O.R.B.	PLAT BOOK
P.B.	PAGE
P.G.	RIGHT-OF-WAY
R/W	FLORIDA DEPT. OF TRANSPORTATION
F.D.O.T.	TRAVELER POINT (FOR FIELD
TP	INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
FPL	FLORIDA POWER & LIGHT COMPANY
	LICENSED BUSINESS
	PALM TREE
	BLACK OLIVE TREE



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WITHOUT SHEETS 1 THROUGH 8 INCLUSIVE

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



PULICE LAND SURVEYORS, INC.
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SUNRISE, FLORIDA 33351
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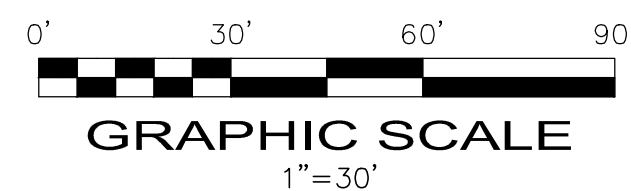
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

**BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA**

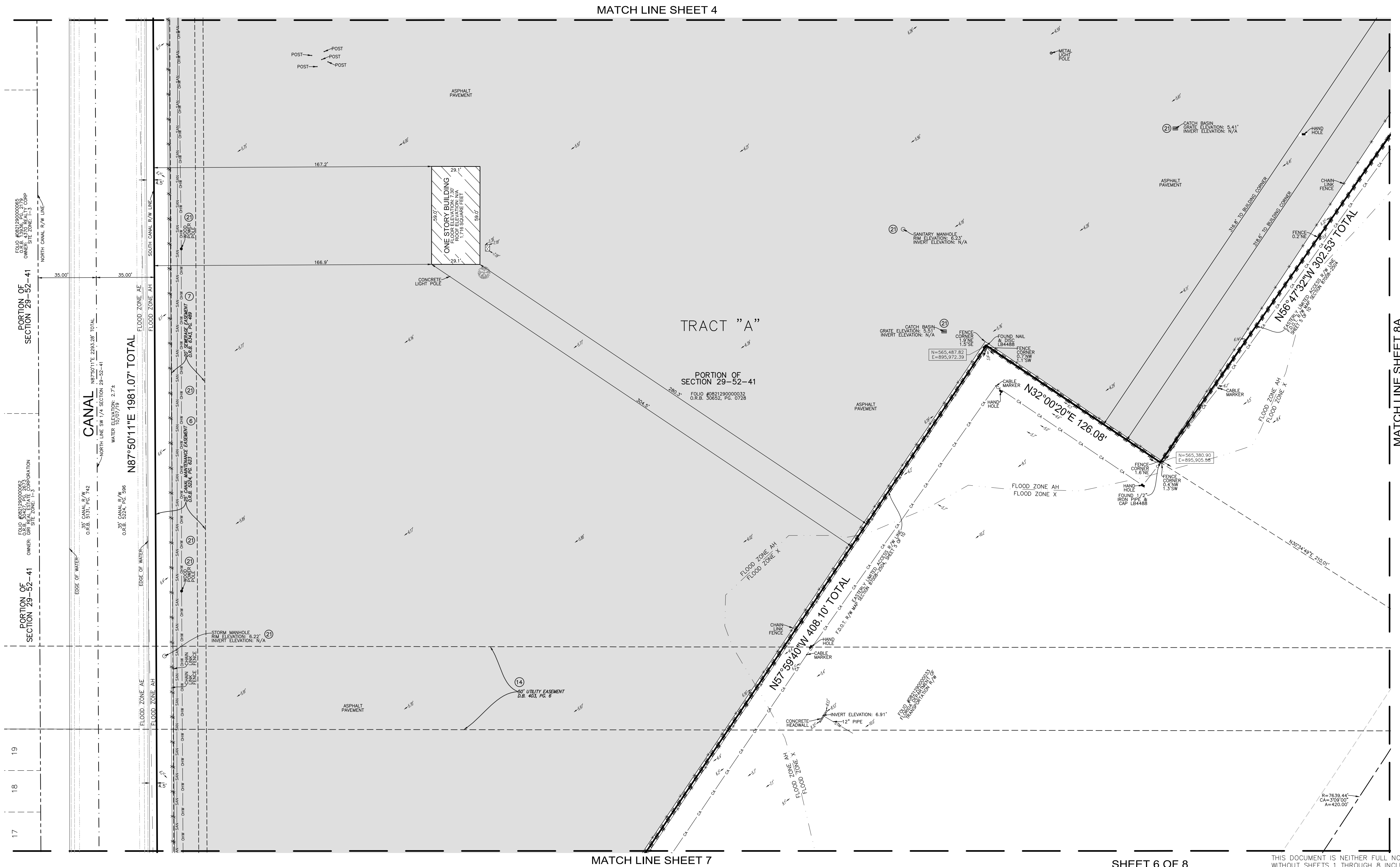
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



LEGEND

- CONCRETE
ASPHALT PAVEMENT
ELEVATION
OVERHEAD WIRES
UNDERGROUND STORM SEWER LINE
UNDERGROUND SANITARY SEWER LINE
UNDERGROUND CABLE LINE
LIMITED ACCESS R/W LINE
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L.B. LICENSED BUSINESS
P.T. PALM TREE
B.O.T. BLACK OLIVE TREE



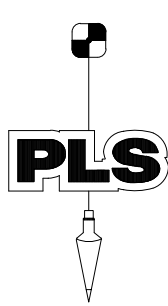
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
OWNER: GPT NW 42ND. AVENUE OWNER, LLC
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SHEET 6 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**

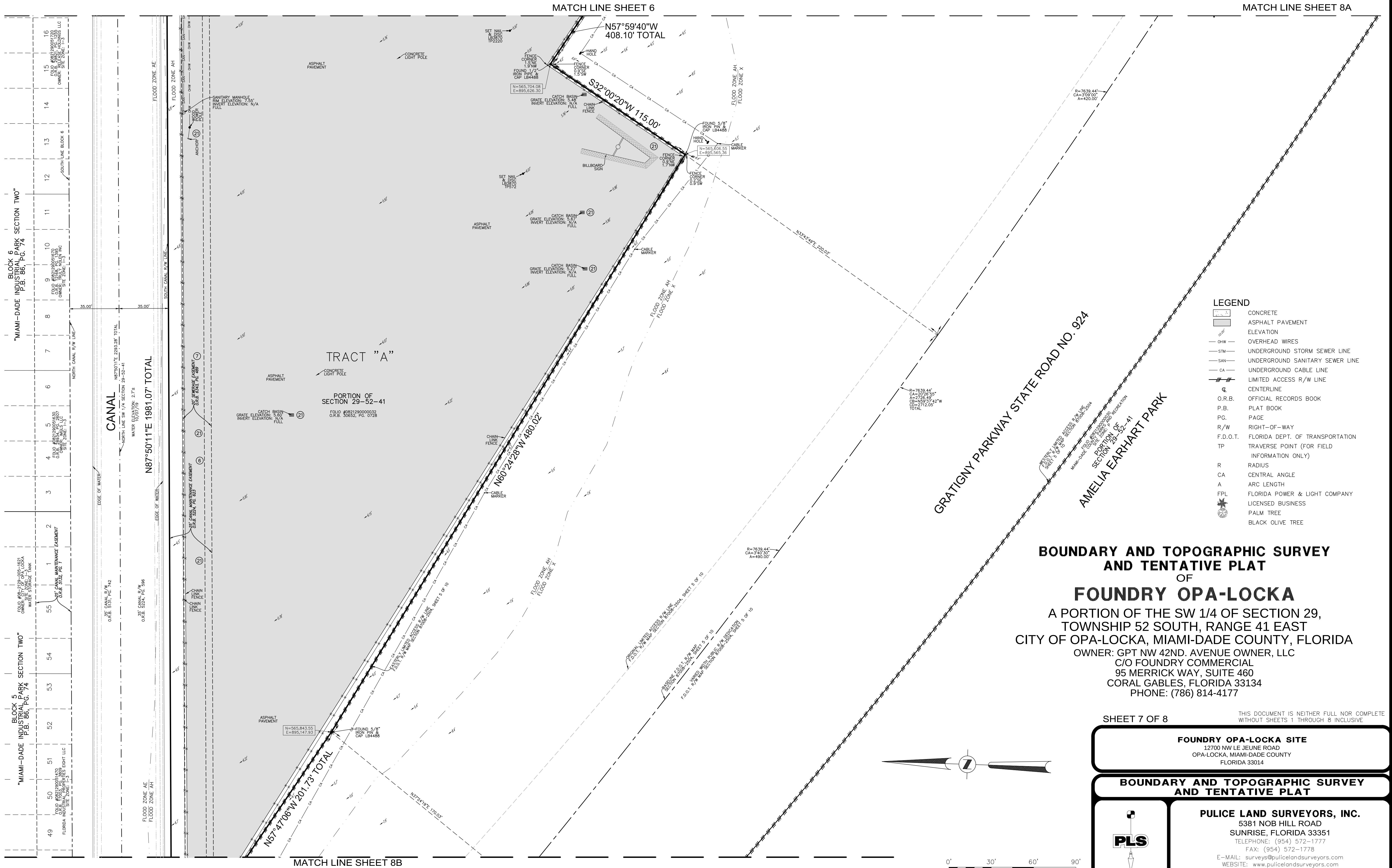


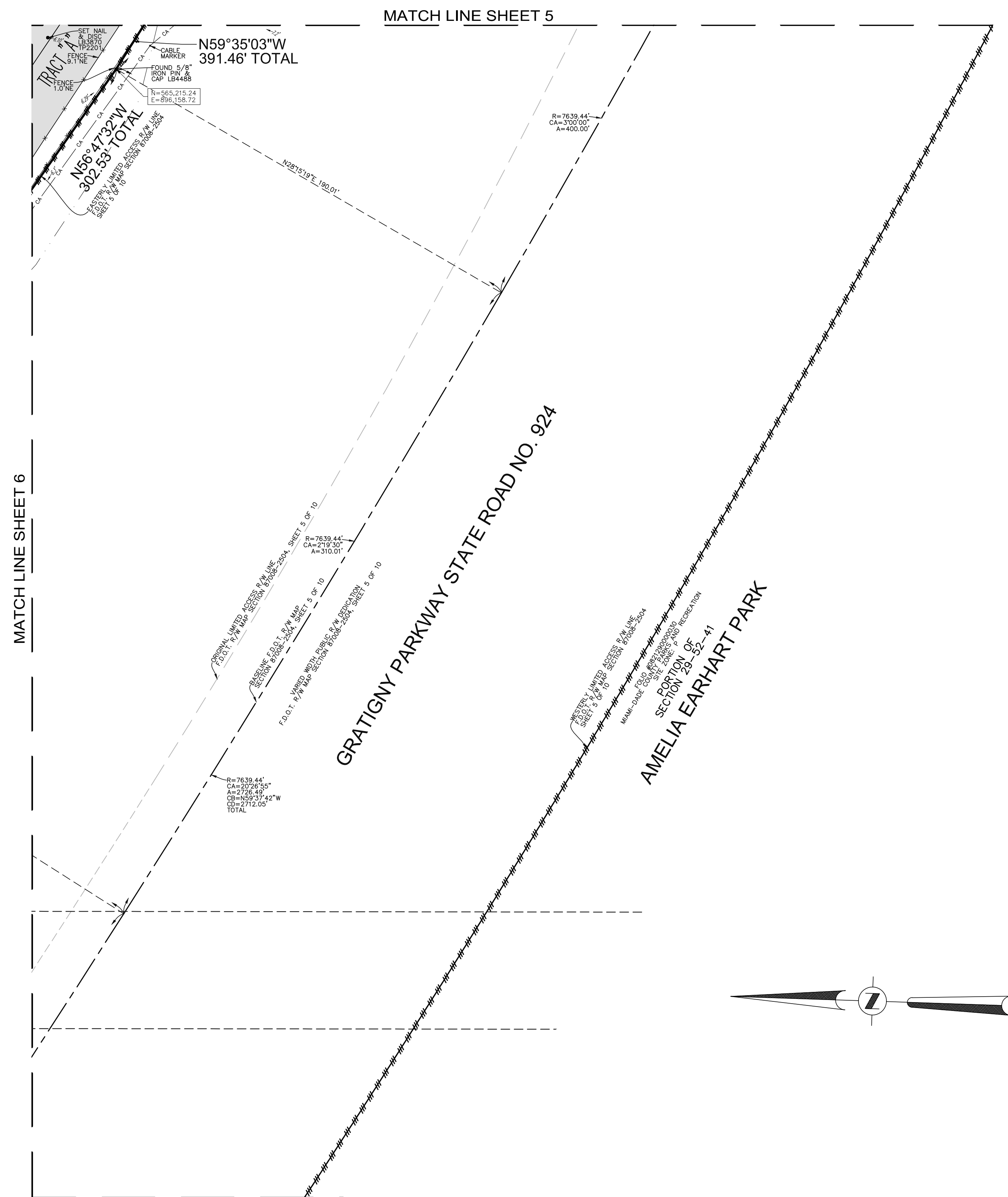
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
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TELEPHONE: (954) 572-1777
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E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

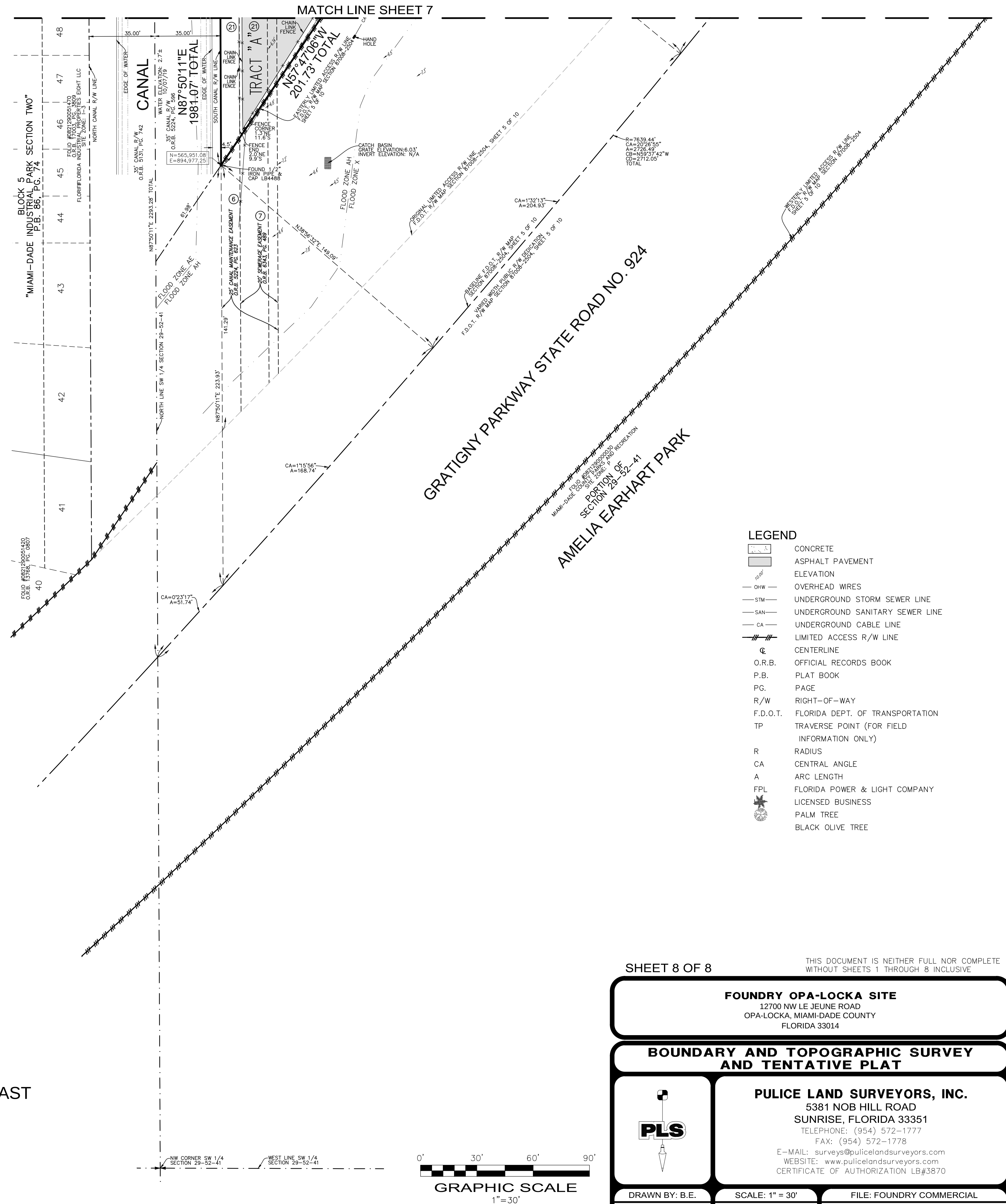




BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT OF FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177

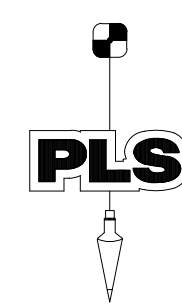


SHEET 8 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'

SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

FOUNDRY OPA-LOCKA

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF
SECTION 29 TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
OFFICE NO. 954-572-1777 / FAX NO. 954-572-1778
CERTIFICATE OF AUTHORIZATION NO. LB3870
FEBRUARY, 2021

KNOW ALL MEN BY THESE PRESENTS:

THAT GPT NW 42ND AVENUE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED FOUNDRY OPA-LOCKA, THE SAME BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 1,233,446 SQUARE FEET (28.3160 ACRES) MORE OR LESS.

IN WITNESS WHEREOF:

THAT SAID GPT NW 42ND AVENUE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY BRITTON WINTERER, ITS AUTHORIZED SIGNATORY, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESS: _____ GPT NW 42ND AVENUE OWNER LLC,
PRINT NAME: _____ A DELAWARE LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
PRINT NAME: _____ BRITTON WINTERER
AUTHORIZED SIGNATORY

ACKNOWLEDGMENT:

STATE OF _____ SS
COUNTY OF _____

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, BRITTON WINTERER, AUTHORIZED SIGNATORY OF GPT NW 42ND AVENUE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH AUTHORIZED SIGNATORY FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____ NOTARY PUBLIC - STATE OF _____
PRINT NAME: _____

MORTGAGEE CONSENT:

KNOW ALL MEN BY THESE PRESENTS: THAT CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION (ACTING IN ITS CAPACITY AS ADMINISTRATIVE AGENT ON BEHALF OF CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, AND BARCLAYS BANK PLC, A PUBLIC LIMITED COMPANY REGISTERED IN ENGLAND AND WALES, AS CO-LENDERS), AS MORTGAGEE (COLLECTIVELY), THE HOLDER OF THAT CERTAIN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED OCTOBER 10, 2018 AND RECORDED OCTOBER 19, 2018 IN OFFICIAL RECORDS BOOK 31189, PAGE 610, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOIN IN THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS WHEREOF: CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION (ACTING IN ITS CAPACITY AS ADMINISTRATIVE AGENT ON BEHALF OF CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, AND BARCLAYS BANK PLC, A PUBLIC LIMITED COMPANY REGISTERED IN ENGLAND AND WALES, AS CO-LENDERS) HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS _____, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESSES: CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION

BY: _____ BY: _____

PRINT NAME: _____ NAME: _____

BY: _____ TITLE: _____

PRINT NAME: _____

ACKNOWLEDGMENT OF MORTGAGEE:

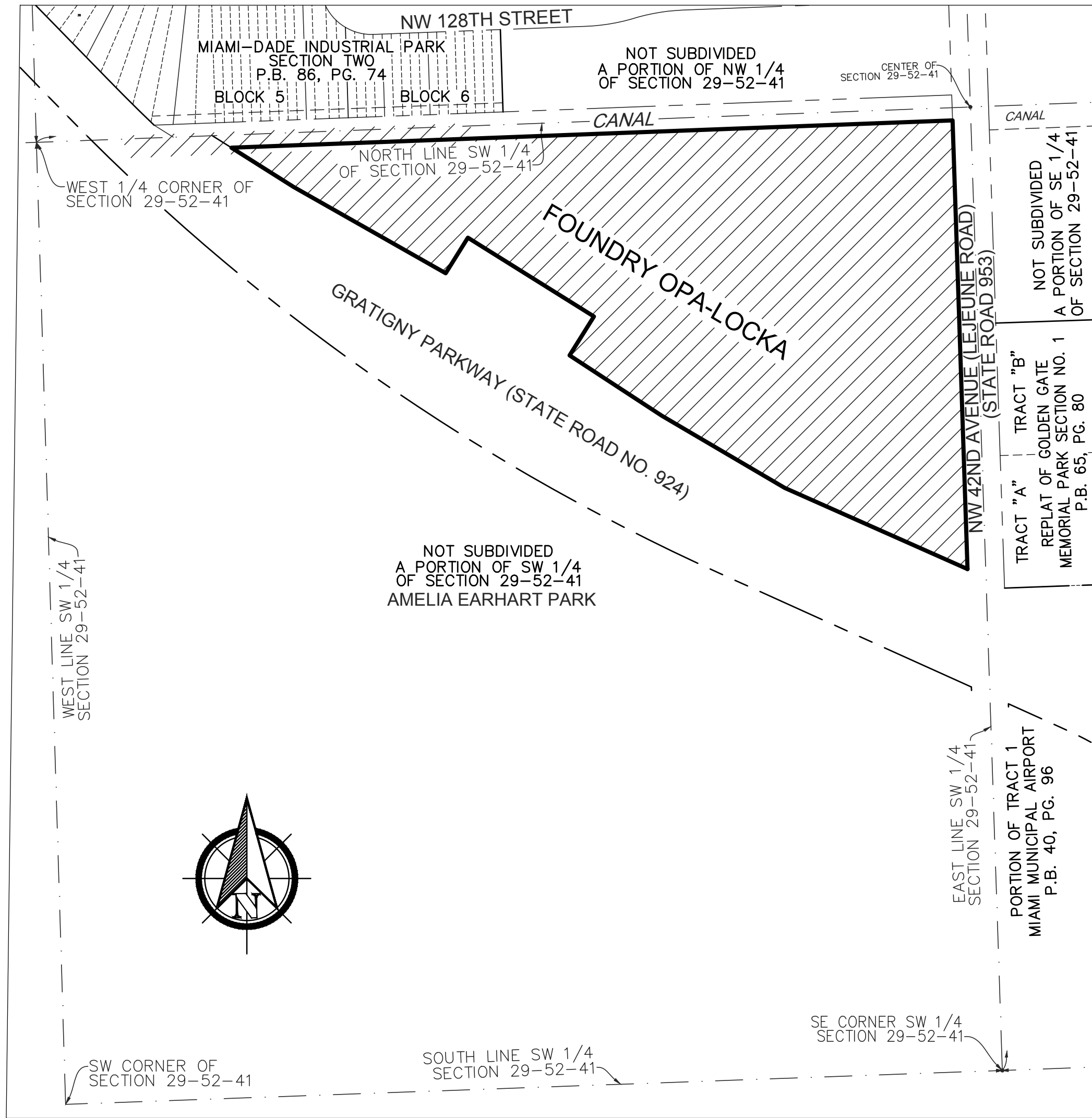
STATE OF _____)
COUNTY OF _____) S.S.

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ OF CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC - STATE OF _____

COMMISSION NUMBER: _____ PRINT NAME: _____

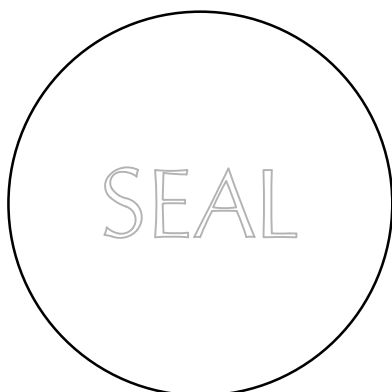


LOCATION MAP
SW 1/4 SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
NOT TO SCALE

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CITIBANK, N.A.
A NATIONAL BANKING ASSOCIATION



PLAT BOOK _____ PAGE _____

SHEET 1 OF 2 SHEETS

CITY OF OPA-LOCKA APPROVALS:

THIS PLAT WAS APPROVED FOR ADOPTION BY THE CITY OF OPA-LOCKA, FLORIDA, PLANNING COUNCIL THIS _____ DAY OF _____, 202__ BY AUTHORIZATION OF RESOLUTION NO. _____

BY: _____ CHAIRMAN

THIS PLAT WILL NOT RESULT IN THE REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. _____ PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, THIS ____ DAY OF _____, A.D. 202__.

BY: _____ ATTEST: _____
MATTHEW PIGATT JOANNA FLORES
MAYOR CITY CLERK

MIAMI-DADE COUNTY APPROVALS:

THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL OF THE REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE. CERTIFIED THIS _____ DAY OF _____, A.D. 20__.

SIGNED: _____ DIRECTOR

MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS THIS _____ DAY OF _____, A.D. 20__.

SIGNED: _____ DIRECTOR

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

SIGNED: _____ COUNTY ENGINEER

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT THE PORTIONS OF NW 42ND AVENUE (LE JEUNE ROAD) (STATE ROAD NO. 953) AND GRATIGNY PARKWAY (STATE ROAD NO. 924), AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON IS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

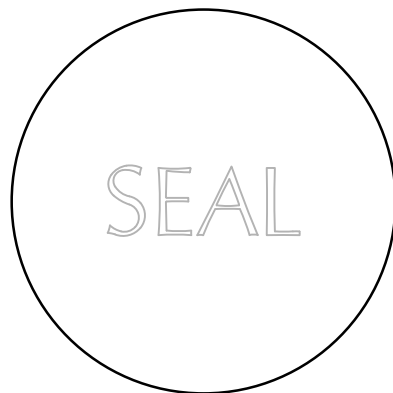
THAT THE USE OF SEPTIC TANKS SHALL NOT BE PERMITTED ON THE TRACT WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

THAT THE LIMITED ACCESS RIGHT-OF-WAY LINE, AS SHOWN ON THE ATTACHED PLAT, IS HEREBY DESIGNATED FOR THE EXPRESS PURPOSE OF PREVENTING DIRECT VEHICULAR ACCESS TO AND FROM THE ADJOINING (ARTERIAL) ROADS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED FOUNDRY OPA-LOCKA, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177 (PART I), FLORIDA STATUTES, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WERE SET THIS _____ DAY OF _____, A.D. 202__.

BETH BURNS DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB3870
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351



RECORDING STATEMENT:

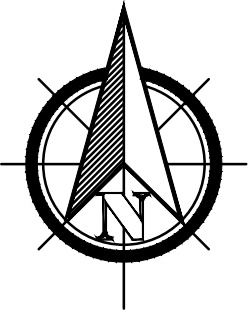
FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2 SHEETS

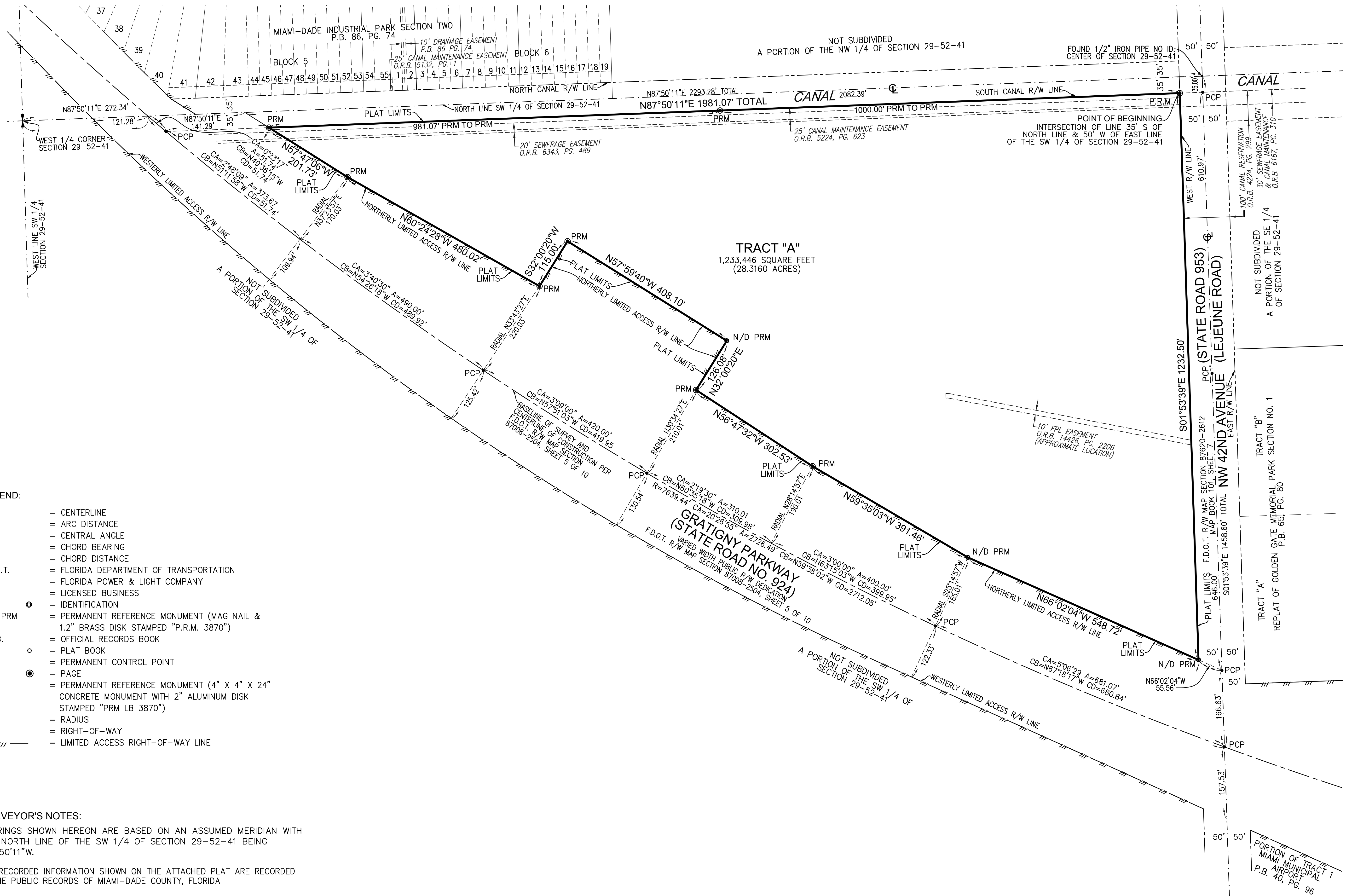


GRAPHIC SCALE

0' 50' 100' 200' 300' 400'

FEET

SCALE: 1" = 100'



LEGEND:

Q	=	CENTERLINE
A	=	ARC DISTANCE
CA	=	CENTRAL ANGLE
CB	=	CHORD BEARING
CD	=	CHORD DISTANCE
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	=	FLORIDA POWER & LIGHT COMPANY
LB	=	LICENSED BUSINESS
ID.	●	= IDENTIFICATION
N/D PRM	=	PERMANENT REFERENCE MONUMENT (MAG NAIL & 1.2" BRASS DISK STAMPED "P.R.M. 3870")
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	○	= PLAT BOOK
PCP	=	PERMANENT CONTROL POINT
PG.	●	= PAGE
PRM	=	PERMANENT REFERENCE MONUMENT (4" X 4" X 24" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 3870")
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
/// —	=	LIMIT ACCESS RIGHT-OF-WAY LINE

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH
THE NORTH LINE OF THE SW 1/4 OF SECTION 29-52-41 BEING
N87°50'11"W.

ALL RECORDED INFORMATION SHOWN ON THE ATTACHED PLAT ARE RECORDED
IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

GENERAL EXCEPTIONS:

THIS SITE IS SUBJECT TO THE FOLLOWING DESCRIBED DOCUMENTS:

1. COVENANTS, CONDITIONS AND RESTRICTIONS IN COVENANT RECORDED IN O.R.B. 14449, PG. 352.
2. AGREEMENT FOR CONSTRUCTION OF SANITARY SEWAGE FACILITIES RECORDED IN O.R.B. 14449, PG. 356.
3. COVENANT RUNNING WITH THE LAND RECORDED IN O.R.B. 12178, PG. 3044.
4. DEVELOPMENT AGREEMENT RECORDED IN O.R.B. 32127, PG. 1226.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

**MIAMI DADE COUNTY PLAT COMMITTEE
NOTICE OF ACTION**

Plat No: T - 24497 - 2 - CORR.

STR1: 29 52 41

Municipality: OPA LOCKA

Zoning: District: 13

Name: FOUNDRY OPA-LOCKA

Location by Streets: LE JEUNE RD & GRATIGNY PKWY

Owner: GPT NW 42ND AVENUE OWNER LLC,
90 PARK AVENUE, 32 FLOOR
NEW YORK, NY 10016

Phone: (305) 975-0823

Surveyor: PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351

Phone: 9545721777

This is to advise you that on Friday, January 15, 2021 the Dade County Plat Committee reviewed the above plat and that the same was:

- ☒ Recommended for approval subject to conditions indicated on attached action copy.
☐ Approved as an extension of time, subject to previous requirements and:
☐ Deferred for reasons indicated below:
☐ Denied for the reasons indicated below:

--

FOUNDRY OPA-LOCKA

TENTATIVE PLAT NO. **24497-2-COR.**

Sec. 29

Twp. 52

Rge. 41

Municipality: OPA-LOCKA

Zoned: B-3

RECOMMENDS

APPROVAL 1-15-21

Date, Regulatory and Economic Resources Dept. (Platting)

RECOMMENDS

APPROVAL 1-15-21

Date, Regulatory and Economic Resources Dept. (Zoning)

Ensure required improvements per Traffic study are incorporated into the Paving and Drainage plans.

- ☒ Recommends approval subject to the City of Opa-Locka requirements and the requirements checked below:
- ☒ Traffic concurrency approval by the Municipality is required prior to final plat review and prior to the issuance of a building permit. Municipality concurrency review to include all City, State and County roads.
- ☒ Tentative Plat valid until October 15, 2021
Note: The Plat Committee must officially review the Extension of Time request prior to the expiration of the Tentative Plat. Application request must be submitted at least ten (10) days prior to said Plat Committee meeting.
- ☒ No road, sidewalks or drainage facilities within unincorporated Miami Dade County or on County maintained rights-of-ways are to be constructed or installed without prior knowledge, approval and complete progressive inspection by the Department of Transportation and Public Works. Construction or installation of these facilities does not guarantee acceptance by the County unless final plat is approved and recorded.
- ☒ Final approval and recording subject to the Department of Regulatory and Economic Resources (Environmental Resources Management) and the Florida Department of Health approval on sewage disposal facilities and water supply.
- ☒ Site to be filled to County Flood Criteria Elevation of 6-2 N.G.V.D. or to an elevation not less than the approved crown of the road fronting the property. Cutting of existing grade is not permitted below the established base flood elevation of the F.I.R.M. for Miami Dade County Florida Community # 125098.
- ☒ Property owner/ Developer must provide the needed improvements within the right-of-way.
- ☒ For the removal of any tree a permit is required.
- ☒ The City of Opa-Locka and the Traffic Division of the Miami Dade County Department of Transportation and Public Works must approve the Site Plan prior to Final Plat submittal.
- ☒ Florida Department of Transportation approval required prior to final plat review. Contact (305) 470-5489 for concerns and requirements.
- ☒ An approved Traffic study report is required prior to Paving and Drainage Plan submittal. Please contact the Traffic Division of the Miami-Dade County Department of Transportation and Public Works.
- ☒ Compliance with the Department of Regulatory and Economic Resources (Environmental Resources Management). Contact Ingrid Guerrero at (305) 372-6507 or Ingrid.Guerrero@miamidade.gov for environmental concerns and requirements.
- ☒ MDWASD approval required prior to final plat review.
- ☒ Compliance with the Miami Dade Water and Sewer Department (MDWASAD). Contact Maria Capote at (786) 268-5329 or Maria.Capote@miamidade.gov for water and sewer concerns and requirements.
- ☒ Final Mylar(s) plus five (5) prints.
- ☒ Opinion of Title (Valid for 30 days, unincorporated; 45 days municipality). An update is usually required before the County Commissioners meeting and/or recordation.
- ☒ Paid Tax receipts (and escrow, if applicable).
- ☒ Processing fee for Final Plat.
- ☒ Recording fee for Final Plat.
- ☒ Water Control Division approval after final plat submittal. (DRER)
- ☒ Approval regarding method of water supply.
- ☒ Approval regarding method of sewage disposal.
- ☒ Certified copy of municipal ordinance and/or resolution accepting final plat and letter(s) stating paving and drainage plans have been approved and Improvement Bond held by Municipality (if applicable).
- ☒ Letter from F.P.&L. Company (TP-7 letter) regarding underground electric service (ORD. 68-69).
- ☒ State Plane Coordinate Data Sheet.
- ☒ AFTER SUBMITTAL OF FINAL PLAT, CHECK THE PUNCH LIST AT THE FOLLOWING WEBSITE FOR ADDITIONAL SCHEDULING AND/OR RECORDATION REQUIREMENTS. (<http://www8.miamidade.gov/apps/rer/platstatus/>)



Department of Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court 4th Floor

Miami, Florida 33136-3912

T 305-372-6764 F 305-372-6543

miamidade.gov

Date: 1/14/2021

To: Platting and Traffic Review Section
Department of Regulatory and Economic Resources

Re: Tentative Plat, Number: T-24497 (2)
Subdivision: Foundry Opa Locka
Agenda Date: 01/15/2021

RECOMMENDATION: Overall Approved

This office has reviewed the referenced **PLAT** and recommends the following:

Office of Code Coordination and Public Hearings: (Approved)

Voice: 305-372-6764, Fax: 305-372-6543

As per Section 24-43.3(2) of the Code of Miami-Dade County (the Code), the proposed development shall connect to the abutting utility water lines. This office has no objection to the approval of this plat.

As per Section 24-43.1(7) of the Code, the proposed development shall connect to the abutting utility sewer lines. This office has no objection to the approval of this plat.

Concurrency Issued by the Municipality.

Please note that some of the collection/transmission facilities, which includes sanitary sewer gravity sewer mains, sanitary sewer force mains and sanitary sewer pump stations, throughout the County do not have adequate capacity, as defined in the Consent Decree between Miami-Dade County, Florida Department of Environmental Protection and the U.S. Environmental Protection Agency case 1:12-cv-24400-FAM. Under the terms of this Consent Decree, this approval does not constitute an allocation or certification of adequate treatment and transmission system capacity. At the time of building permits DERM will evaluate and may reserve sanitary sewer capacity, through the DERM sanitary sewer certification process, if the proposed development complies with the provisions of the Consent Decree. Building permits for development in sanitary sewer basins which have been determined not to have adequate capacity cannot be approved, until adequate capacity becomes available.

For additional information please contact Ingrid Guerrero at Ingrid.Guerrero@miamidade.gov.

Water Control (Approved)

Voice: 305-372-6681, Fax: 305-372-6489

Project Area: 40.7354 Acres

Delivering Excellence Every Day

**MIAMI-DADE
COUNTY**

County Flood Criteria: + 6.2 ft. N.G.V.D.
FEMA Flood Zone & Flood Elevation: AH-7, Zone X

As per the operating agreement between the South Florida Water Management District and Miami-Dade County DERM, this project qualifies for a DERM Surface Water Management Standard General Permit, which must be obtained prior to final plat approval. Please contact Camilo Ignacio of the DERM Water Control Section at (305) 372-6681 or via email dermwatercontrol@miamidade.gov for further assistance.

Site shall be filled in a manner so as to prevent the flooding of adjacent properties. Interceptor swales shall be constructed on-site with no encroachment over adjacent properties.

Please be advised, paving and drainage plans must be submitted to and approved by DERM prior to final plat approval.

Please contact Kaheill S. Whittaker of the DERM Water Control Section at (305) 372-6967 or via email whittk@miamidade.gov for further assistance.

Trees (Approved)
Voice: 305-372-6574

An aerial review of the property indicates the presence of tree resources. Tree removal permit application #11278 was submitted on November 20, 2020 but has not yet been issued. DERM has no objection to this application provided that the applicant obtains this tree permit and that all conditions of the tree permit are adhered to, once it is issued. Should the applicant require removal/relocation of specimen trees (trees with a trunk diameter at breast height of 18 inches or greater), changes to the site plan pursuant to the specimen tree standards outlined in Section 24-49.2(II)(2) of the Code shall be made. A Miami-Dade County Tree Permit is required prior to the removal and/or relocation of any tree that is subject to the tree preservation and protection provisions of the Code. Projects and permits shall meet the requirements of Sections 24-49.2 and 24-49.4 of the Code, including specimen tree standards. A recommendation of approval is contingent on the applicant obtaining a tree permit.

In accordance with Section 24-49.9 of the Code, all plants prohibited by Miami-Dade County shall be removed from all portions of the property prior to development, or redevelopment and developed parcels shall be maintained to prevent the growth or accumulation of prohibited species.

Please contact Lazaro Quintino of the Tree and Forest Resources Section at (305)372-6574 or TFRS@miamidade.gov for additional information regarding tree permitting procedures and requirements.

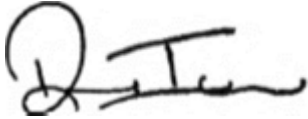
Environment Monitoring & Restoration Division (No Action)
Voice: 305-372-6700

DERM does not object to the proposed T-Plat. DERM does not have records of current contamination issues on the subject site. However, all construction plans (inclusive of drainage) and dewatering plans shall require the review and approval from the Environmental Monitoring and Restoration Division of DERM as it relates to environmental contamination issues.

Please contact Thomas Kux, P.G. at Thomas.kux@miamidade.gov if you have any questions.

If you have any questions regarding elements of this review please contact the appropriate office using the provided contact phone number or email.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Istambouli', with a large, stylized initial 'R'.

Rashid Istambouli, P.E.
Senior Division Chief
Division of Environmental Resources Management
Regulatory and Economic Resources Department

RESOLUTION NO. 20-9821

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING TENTATIVE PLAT REVIEW 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

WHEREAS, GPT NW 42nd Avenue Owner III LLC c/o Gramercy Property Trust ("Applicant") presented a request for site plan and development agreement approval to the City Commission of the City of Opa-Locka ("City Commission") on June 24, 2020 to develop the B-3 zoned property identified by folio 08-2129-000-0032 ("Property") with a warehouse/distribution/commercial facility in accordance with the Commercial and Corridor Mixed Use Overlay requirements of the City Land Development Regulations; and

WHEREAS, the City Commission approved the site plan and development agreement requests and the applicant now seeks to obtain Tentative Plat approval in the accordance with the requirements of the City of Opa-Locka ("City") and the requirements of Miami-Dade County Code, Chapter 28 "Subdivisions" -Plats and Platting; and

WHEREAS, to develop the Property, the Applicant also needs to obtain approvals for the construction of the warehouse distribution center in accordance with Miami-Dade County platting regulations. The applicant desires to begin the Platting process by requesting tentative plat approval for the Property, located at 12700 LeJeune Road, in accordance with the Miami-Dade Code of Ordinances; and

WHEREAS, the Applicant's Tentative Plat request was presented to the Planning & Zoning Board ("Board") on September 8, 2020 and the Board recommended approval of this Plat request by a 5-0 vote; and

WHEREAS, the City Land Development Regulations, Ordinance 15-31, Section 22-49G provides that all recommendations and findings of fact by the Planning & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with notice requirements.

WHEREAS, the City desires to approve the Tentative Plat 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/DENIAL. Approval of Tentative Plat.

The City Commission of the City of Opa-Locka hereby approves the request, attached hereto as Exhibit "A" for Tentative Plat approval for Construction and Operation of a Warehouse/Distribution Center on the property located at 12700 NW Le Jeune Road and identified by folio 08-2129-000-0032 in the B-3 Zoning District.

SECTION 3. SCRIVENER'S ERRORS.

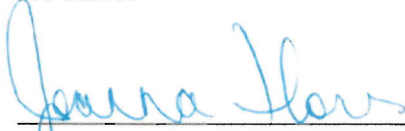
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter and is subject to approval by the Governor of the State of Florida or Governor's designee.

PASSED AND ADOPTED this 19th day of November, 2020.

ATTEST:

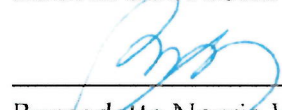


Joanna Flores, City Clerk



Matthew A. Pigatt, Mayor

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



Burnadette Norris-Weeks, P.A.
City Attorney

Resolution No. 20-9821

Moved by: Vice Mayor Davis

Seconded by: Commissioner Burke

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



PULICE LAND SURVEYORS, INC.

5381 NOB HILL RD.
SUNRISE, FL 33351
(954) 572-1777 (954) 572-1778 fax
surveys@pulicelandsurveyors.com



March 8, 2021

Mr. Gerald J Lee
City of Opa-Locka
Planning & Community Development Department
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

RE: FOUNDRY OPA-LOCKA FINAL PLAT AKA IRONWOOD COMMERCE CENTER

Dear Mr. Lee,

The firm of Pulice Land Surveyors represents GPT NW 42nd Avenue Owner LLC in the platting of the subject property located at 12700 NW 42 Avenue AKA Folio 08-2129-000-0032. The tentative plat was approved by City Commission on November 19, 2020 in Resolution 20-9821. The tentative plat was subsequently approved by Miami-Dade County on January 15, 2021. At this time we are submitting the final plat for approval by Planning and Zoning. We are seeking to be heard on the May 4th agenda.

Enclosed Please find:

Completed Application with neighborhood petition
15 site plans (7 signed and sealed)
15 final plats
Disk with pdfs of required material
Check for \$2400

Thank you for your assistance with this project and if there are any questions or if we can be of further assistance, please give us a call.

Sincerely,

PULICE LAND SURVEYORS, INC.

Rachel Ross
Planning Assistant

Encl.



January 8, 2020

VIA HAND DELIVERY

Mr. Gregory Gay
Director, Planning and Community Development Department
3400 NW 135 Street, Building B
Opa-Locka, Florida 33054

**Re: GPT NW 42 Avenue Owner LLC – Neighborhood Petition Memorandum for
Development Agreement and Site Plan Applications**

Dear Mr. Gay:

On behalf of Express Permit Solutions located at 10801 NW 14 Street, Suite 103 in Miami, Florida, GPT NW 42 Avenue Owner LLC (the “Applicant”) has retained our company to obtain neighborhood petition signatures as part of the development agreement and site plan application process for the property located at 12700 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0032 (the “Property”; depicted in Exhibit “A”). A copy of the neighborhood petition form is enclosed as Exhibit “B”.

As part of the signature collection process, we were asked to obtain signatures from adjacent property owners. Nine properties were initially identified. However, only eight adjacent property owners’ signatures were necessary because the Applicant owns the parcel across the street from the Property located at 12691 NW 42 Avenue. Enclosed as Exhibit “C” is an aerial photograph of the Property and the surrounding area. The eight properties we addressed are identified and labeled in red. The Property is outlined in yellow.

In total, we were able to obtain signatures supporting the development request from three property owners. These signatures correspond to the properties labeled as “A”, “B”, and “C” in Exhibit C. The property owner of Property “D” stated that she would prefer to wait for the results of any environmental inspections to be performed and approved before signing off on the petition. We attempted to visit the owner of Property “E” on three occasions, November 15, 18, and 20. The owner was not available on these occasions and the lessee was not willing to provide further contact information.

Properties “F” and “G” are under the same ownership. We visited the properties on November 15 and 18 and were not able to meet with the owner. On November 20, we were able to speak with the owner who requested a brief description of the proposed project. On November 30, we followed up with the property owner on his request and he stated he wanted more time to think about the petition. On December 1, the owner requested additional information in writing.



We provided the owner with the information he requested and attempted to schedule a follow up with him the next day. On December 2, we visited the property and were not able to meet the owner. On December 17, we made one final attempt to meet the owner at the property. The owner did not answer the door and has not replied to any recent emails. owner. On December 17, we made one final attempt to meet the owner at the property. The owner did not answer the door and has not replied to any recent emails.

Property "H" was visited on November 15, 18, 20, and 30 as well as December 2 and 17. We attempted to gain entry using the intercom at the front gate and the number provided at the gate. However, the owner did not answer on the intercom and the phone appears to have been disconnected. We left our contact information with the construction workers present and have not been able to make contact with the owner.

Based on the above and attached, the Applicant is submitting the three obtained signatures showing support of the development request. Should you have any questions or require any additional information, please do not hesitate to call at 305-677-3716.

Sincerely,

Christopher Leal
President & C.E.O.
Express Permit Solutions

Enclosures

Cc: Mr. Gerald Lee
Mr. Corion DeLaine
Mr. Clifton Coffey
Mr. Ford Gibson
Mr. David Blount
Mr. Zoey Angulo
Joseph G. Goldstein, Esq.
Alessandria San Roman, Esq.

EXHIBIT "C" - AERIAL

Neighborhood Petition Form – Identified Properties



#72221730_v1

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 12700 NW LeJeune Road

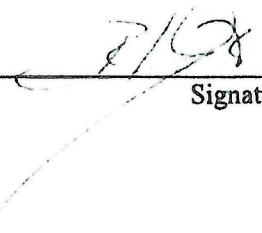
LEGAL DESCRIPTION: See Exhibit "A"

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Truly Nolen of America PHONE: 305-685-7411

ADDRESS (If different): 4474 NW 128 St., OPA LOCKA, FL. 33054


Signature

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 12700 NW LeJeune Road

LEGAL DESCRIPTION: See Exhibit "A"

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Laurie Melnick PHONE: 305-685-8976
4406 ex. 11

ADDRESS (If different): 4406 NW 128 St, Opa-Locka, FL 33054

[Signature]
Signature

Received:
By:
Date:

Attach copy of identification



**PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION**

RE: PROPERTY ADDRESS: 12700 NW LeJeune Road

LEGAL DESCRIPTION: See Exhibit "A"

I SUPPORT THIS DEVELOPMENT REQUEST ✓

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Release Holdings LLC PHONE: 305 953 9335

ADDRESS (If different): 4140 NW 12th St, Opa-Locka, FL 33051


Signature

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to the Miami-Dade County, as inducement for acceptance and in compliance with Chapter 28, Subdivision Code, and as an inducement for acceptance of a proposed subdivision plat covering real property, hereinafter described, it is hereby certified that I have examined a complete Commitment for Title Insurance issued by Chicago Title Insurance Company, covering the period from the beginning through the 16th day of November, 2020, at the hour of 11:00 p.m., inclusive, of the following described property:

See Exhibit "A" attached hereto and by this reference made a part hereof.

I am of the opinion that on the last mentioned date, fee simple title to the above-described real property was vested in:

GPT NW 42ND AVENUE OWNER LLC, a Delaware limited liability company (the "Company")

Pursuant to a Secretary's Certificate from the Company's Assistant Secretary, dated August 4, 2020, Britton Winterer is authorized to sign on behalf of the Company as an authorized signatory.

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

Mortgage, Assign of Leases and Rents, Security Agreement and Fixture Filing by GPT NW 42nd Avenue Owner LLC in favor of CITIBANK, N.A., Bank of America, N.A., and Barclays Bank PLC, dated October 10, 2018, and recorded on October 19, 2018 in Official Records Book 31189, Page 610 of the Public Records of Miami-Dade County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None.

3. **GENERAL EXCEPTIONS:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
4. **SPECIAL EXCEPTIONS:**

See Exhibit "B" attached hereto and by this reference made a part hereof.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party (ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
GPT NW 42 ND AVENUE OWNER LLC	Fee Simple Owner	
CITIBANK, N.A.	Mortgagee	

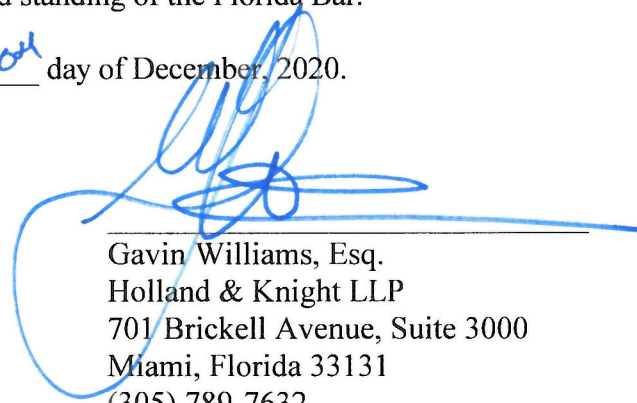
The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
9047220	Chicago Title Insurance Company	20	Beginning to 11/16/2020 at 11:00 p.m.

I HEREBY CERTIFY that the legal description in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 10th day of December, 2020.

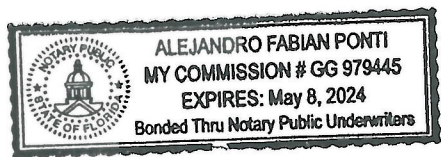


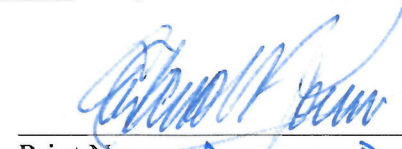
Gavin Williams, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
(305) 789-7632
Florida Bar No.: 528196

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of December, 2020, by Gavin Williams, who is personally known to me.

[NOTARIAL SEAL]





Print Name: Alejandro Ponti
Notary Public, State of Florida
Commission #: GG 979445
My Commission Expires: May 8, 2024

Exhibit "A"

Parcel 2:

A portion of the SW 1/4 of Section 29, Township 52 South, Range 41 East, being more particularly described as follows: Begin at the point of intersection with a line that lies 35 feet South of and parallel with the North line of the SW 1/4 of said Section 29 and a line that lies 50 feet West of and parallel with the East line of the SW 1/4 of said Section 29; thence run S. 01°53'39" E, along a line that lies 50 feet West of and parallel with the East line of the SW 1/4 of said Section 29 for 1232.50 feet to the Northerly Right of Way line of Gratigny Parkway, according to Florida Department of Transportation Right of Way Map of State Road No. 924, Section 87008-2504, Sheet 5; thence N. 66°02'04" W., along said Right of Way line for 548.72 feet; thence N. 59°35'03" W., for 391.46 feet; thence N. 56°47'32" W., for 302.53 feet; thence N. 32°00'20" E., for 126.08 feet; thence N. 57°59'40" W., for 408.10 feet; thence S. 32°00'20" W., for 115.00 feet; thence N. 60°24'28" W., for 480.02 feet; thence N. 57°47'06" W., for 201.73 feet to a point that lies 35.00 feet South of the North line of the SW 1/4 of said Section 29; thence N. 87°50'11" E., along a line that lies 35.00 feet South of and parallel with the North line of said Section 29, for 1,981.08 feet to the Point of Beginning.

Exhibit "B"

6. Reservations in favor of the State of Florida, as set forth in the Deed No. 16,571 from the Trustees of the Internal Improvement Fund of the State of Florida recorded under Deed Book 176, Page 339, and partially released in Official Records Book 12165, Page 1029, Official Records Book 12165, Page 1030, Official Records Book 12288, Page 2349, and Official Records Book 14477, Page 1787, Public Records of Miami-Dade County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11.F.S.

7. Easement for Canal Maintenance by and between Codan Incorporated and Dade County recorded September 6, 1966 in Official Records Book 5224, Page 623, of the Public Records of Miami-Dade County, Florida.

8. Easement in favor of Dade County recorded February 13, 1967 in Official Records Book 6343, Page 489, of the Public Records of Miami-Dade County, Florida.

9. Covenants, conditions and restrictions in the Covenant Running with the Land in favor of Metropolitan Dade County recorded July 15, 1984 in Official Records Book 12178, Page 3047, of the Public Records of Miami-Dade County, Florida.

10. Covenants, conditions and restrictions in the Covenant by and between Bodwin, Ltd., and Metropolitan Dade County recorded September 27, 1990 in Official Records Book 14449, Page 352, of the Public Records of Miami-Dade County, Florida.

11. Easement in favor of Florida Power & Light Company recorded February 8, 1990 in Official Records Book 14426, page 2206, of the Public Records of Miami-Dade County, Florida.

12. Unity of Title recorded February 27, 1990 in Official Records Book 14449, Page 348, of the Public Records of Miami-Dade County, Florida.

13. Agreement for the Construction of Sanitary Sewage Facilities by and between Metropolitan Dade County and Bodwin, Ltd recorded February 27, 1990 in Official Records Book 14449, Page 356, of the Public Records of Miami-Dade County, Florida.

14. Riparian and littoral rights are not insured.

15. Mineral Reservations appearing in Deed from Board of Commissioners of Everglades Drainage District Deed No. 1770 recorded in Deed Book 2457, Page 29, Canal and Easement Reservations have been released by Release recorded February 10, 1956 in Deed Book 4224,

Page 299, and Release recorded February 13, 1969 in Official Records Book 6284, Page 101, as affected by Non-Use Commitment recorded in Official Records Book 14415, Page 1568, of the Public Records of Miami-Dade County, Florida.

16. Avigation Easement recorded January 22, 1963 in Official Records Book 3498, Page 209, of the Public Records of Miami-Dade County, Florida.

17. Easement for Sewage Facility and Canal Maintenance recorded November 13, 1968 in Official Records Book 6167, Page 310, of the Public Records of Miami-Dade County, Florida.

18. Covenant Running With the Land in favor of Metropolitan Dade County recorded June 15, 1984 in Official Records Book 12178, Page 3044, of the Public Records of Miami-Dade County, Florida.

19. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

20. Terms, conditions and restrictions contained in Development Agreement Between The City of Opa-Locka, Florida and GPT NW 42nd Avenue Owner, LLC recorded October 5, 2020 in Official Records Book 32127, Page 1226, of the Public Records of Miami-Dade County, Florida.

All of the foregoing recorded in the Public Records of Miami-Dade County, Florida.

Received:
By:
Date:



PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2020-2021

TOTAL FEES: \$ 2400.00 New Fees as of October 1, 2015

FY 2020-2021 Meeting Dates
1st Tuesday of Each Month)

Date Application Found Sufficient

October 6, 2020
November 3, 2020
December 1, 2020
January 5, 2021
February 2, 2021
March 2, 2021
April 6, 2021
May 4, 2021
June 1, 2021
July 6, 2021
August 3, 2021
September 7, 2021

August 21, 2020
September 18, 2020
October 16, 2020
November 20, 2020
December 18, 2020
January 15, 2021
February 19, 2021
March 19, 2021
April 16, 2021
May 21, 2021
June 18, 2021
July 23, 2021

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.
2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.
3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*
4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.
5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "



PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: 1019452492 DATE RECEIVED: _____

PROPERTY OWNER'S NAME: GPT NW 42ND Avenue Owner LLC

PROPERTY OWNER'S ADDRESS: 90 Park Avenue, 32 Floor, New York, NY 10016
Number/Street City State/Zip Code

APPLICANT'S NAME: Jane Storms, Pulice Land Surveyors, Inc.

APPLICANT'S ADDRESS: 5381 Nob Hill Road, Sunrise, FL 33351
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE _____ HOME 954-572-1777 OTHER _____

SUBJECT PROPERTY ADDRESS: 12700 NW 42 Avenue
Number/Street

TAX FOLIO NUMBER: 08-2129-000-0032 PRESENT ZONING: Commercial

LEGAL DESCRIPTION: see attached

Please check specific request:

- ☐ Tentative Plat
- ☒ Final Plat
- ☐ Comprehensive Plan Amendment: ☐ Small Scale; ☐ Large Scale (please specify type of amendment below)
- ☐ Rezoning
- ☐ Drainage Plan
- ☐ Fill Permit Request
- ☐ Preliminary Site Plan Review
- ☐ Final Site Plan Review
- ☐ Conditional Use Permit – No Plans
- ☐ Conditional Use Permit – With Plans
- ☐ Special Exception – No Plans
- ☐ Special Exception – With Plans
- ☐ Development Agreement
- ☐ Restrictive Covenant
- ☐ Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
 Land Development Regulations/ Zoning Code: Ordinance 15-31

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

Received:
By:
Date:

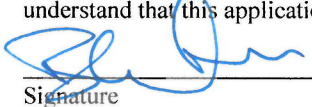
PLANNING & ZONING BOARD APPLICATION (Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

- ☒ Completed application form
- ☒ Application fee payable to the City of Opa-locka by check or money order
- ☒ Copy of property owner's and/or applicant's driver license/photo I.D. & Incorporation Documents (Inc., LLC, ...)
- ☒ Affidavit (see below), and power of attorney of the property owner (page 3) (Both must be Notarized)
- ☒ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).
- ☒ All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.
- ☒ Fifteen (15) ~~certified boundary and topographic surveys~~ ^{final plats} of the property (size ~~36 x 24~~ ^{36 x 30} 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

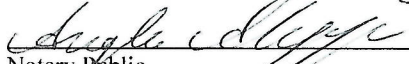
I, Britton Winterer, VP of GPT NW 42ND Avenue Owner LLC, being first duly sworn, depose and say that I am the **OWNER** of the property, and I understand that this application must be complete and accurate before a public hearing can be advertised.


Signature

2.11.21
Date

Sworn to and subscribed before me:

This 11th day of February, 2021


Notary Public
Attach copy of identification

My commission expires 3/28/2024

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

ANGELA AKOPYAN
Notary Public, State of New York
No. 01AK6339394
Qualified in Kings County
Commission Expires March 28, 2024

Received:
By:
Date:

[illegible]

Administration in my behalf. I will abide by all final determinations.


Signature

2.11.21

Angela Sledge
Notary Public

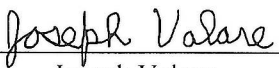
437

SECRETARY'S CERTIFICATE
OF
GPT NW 42ND AVENUE OWNER LLC

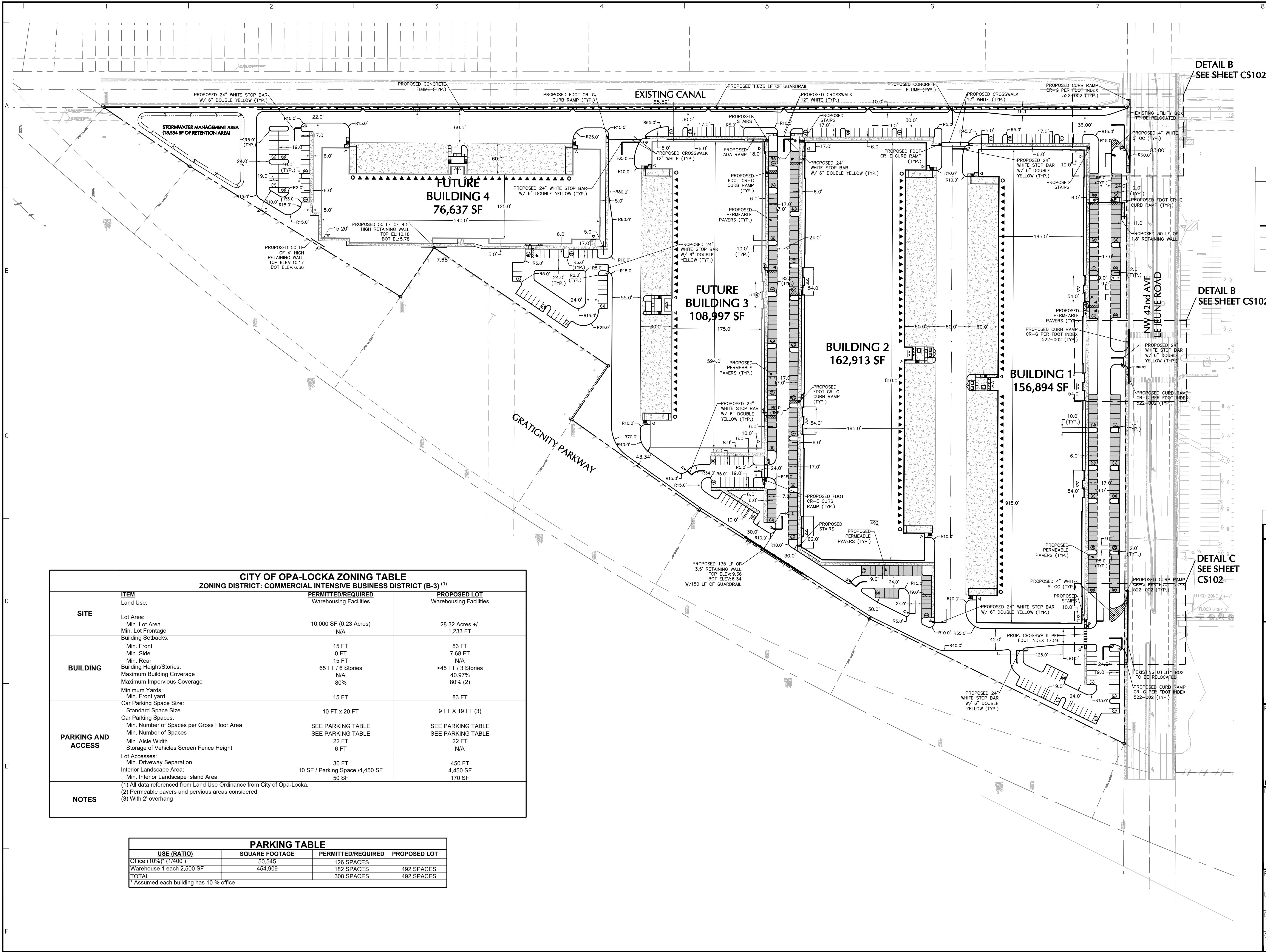
I, Joseph Valane, do hereby certify that I am the Assistant Secretary of GPT NW 42ND AVENUE OWNER LLC, a Delaware limited liability company (the "Company"), and I further certify that each of the persons named below is the duly elected or appointed, qualified and acting officer of the Company holding the offices set forth opposite his or her name and is duly authorized to execute and deliver the documents to be delivered by the Company relating to all documents, instruments and certificates which may be necessary, appropriate or desirable in order to consummate the business of the Company.

<u>Name</u>	<u>Title</u>
Sonya A. Huffman	Authorized Signatory
Britton Winterer	Authorized Signatory
Edward J. Matey, Jr.	Authorized Signatory

IN WITNESS WHEREOF, I have executed this Secretary's Certificate as of the _____ day of August 4, 2020.



Joseph Valane



PARKING TABLE			
USE (RATIO)	SQUARE FOOTAGE	PERMITTED/REQUIRED	PROPOSED LOT
Office (10%)* (1/400)	50,545	126 SPACES	
Warehouse 1 each 2,500 SF	454,909	182 SPACES	492 SPACES
TOTAL		308 SPACES	492 SPACES
* Assumed each building has 10 % office			

CITY OF OPA-LOCKA ZONING TABLE			
ZONING DISTRICT: COMMERCIAL INTENSIVE BUSINESS DISTRICT (B-3) ⁽¹⁾			
SITE	ITEM	PERMITTED/REQUIRED	PROPOSED LOT
	Land Use:	Warehousing Facilities	Warehousing Facilities
BUILDING	Lot Area:		
	Min. Lot Area	10,000 SF (0.23 Acres)	28.32 Acres +/-
	Min. Lot Frontage		1,233 FT
	Building Setbacks:	N/A	
	Min. Front	15 FT	83 FT
	Min. Side	0 FT	7.68 FT
	Min. Rear	15 FT	N/A
	Building Height/Stories:	65 FT / 6 Stories	<45 FT / 3 Stories
	Maximum Building Coverage	N/A	40.97%
	Maximum Impervious Coverage	80%	80% (2)
PARKING AND ACCESS	Minimum Yards:		
	Min. Front yard	15 FT	83 FT
	Car Parking Space Size:		
	Standard Space Size	10 FT x 20 FT	9 FT X 19 FT (3)
	Car Parking Spaces:		
	Min. Number of Spaces per Gross Floor Area	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Number of Spaces	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Aisle Width	22 FT	22 FT
	Storage of Vehicles Screen Fence Height	6 FT	N/A
	Lot Accesses:		
NOTES	Min. Driveway Separation	30 FT	450 FT
	Interior Landscape Area:	10 SF / Parking Space / 4,450 SF	4,450 SF
	Min. Interior Landscape Island Area	50 SF	170 SF

Date

Description

No.

REVISIONS

SIGNATURE

DATE SIGNED

MICHAEL CARR

PROFESSIONAL ENGINEER FL Lic. No. 72424

LANGAN

Langan Engineering and Environmental Services, Inc.

110 East Broward Boulevard, Suite 1500

Fort Lauderdale, FL 33301

T: 954.320.2100 F: 954.320.2101 www.langan.com
FL CERTIFICATE OF AUTHORIZATION No. 00066011LB172LB198

Project

IRONWOOD COMMERCE CENTER

OPA-LOCKA

MIAMI-DADE

Drawing Title

OVERALL SITE PLAN

Project No.

330059101

Date

07/30/20

Drawn By

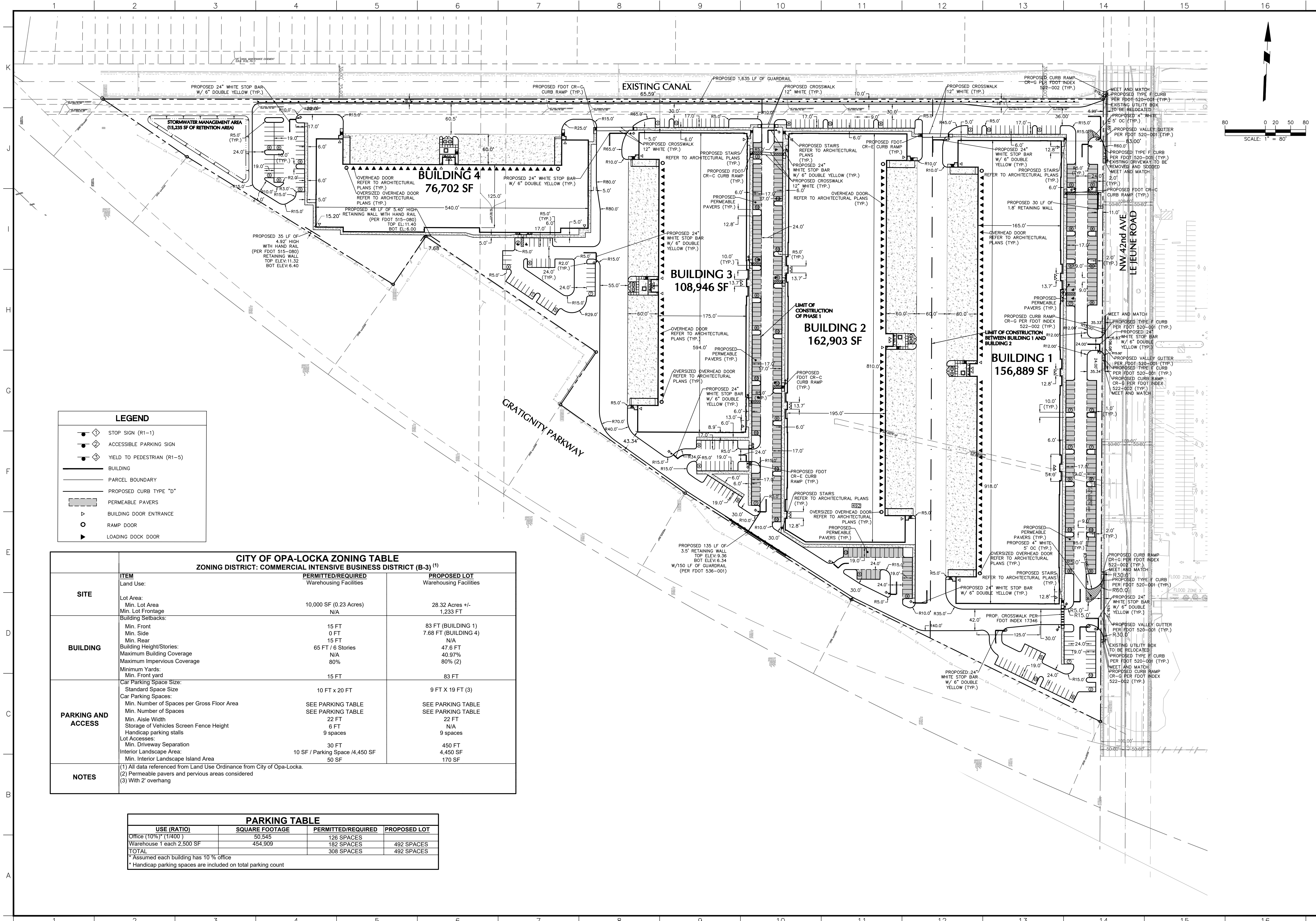
MEP

Checked By

MPC

Drawing No.

CS101



RLC Architects

14,552 4th Street, Boca Raton, FL 33432
Tel: 561.393.6555 Fax: 561.395.9007
Web: www.rlcarchitects.com

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RLC ARCHITECTS, P.A.

IRONWOOD COMMERCE
CENTER

12700 NW LE JEUNE RD
OPA-LOCKA, FL 33054
FOUNDRY COMMERCIAL

REVISIONS

Drawing Title

SITE PLAN

Scale AS INDICATED
Project No. 330059102
Plot Date 10/15/2020

Principal:
Project Director:
Project Manager:
Drafted by: MEP/MJB
Checked by: MPC

Sheet No.

CS101

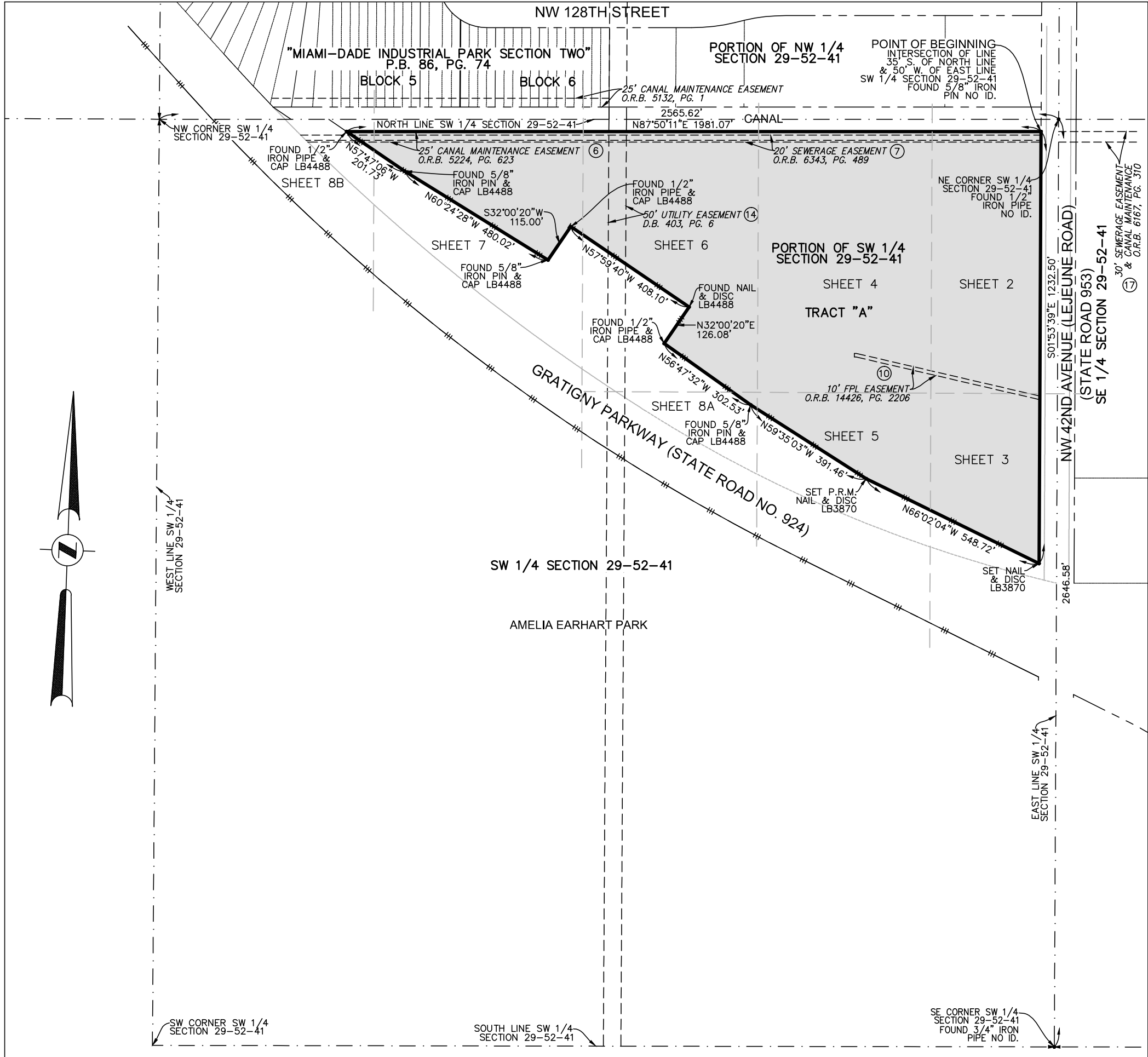
NOTES:

- 1) THIS SITE CONTAINS 1,233,446 SQUARE FEET (28.3160 ACRES) NET, 1,774,433 SQUARE FEET (40.7354 ACRES) GROSS, MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCHMARKS: N-462; ELEVATION: 7.84 FEET & N-600; ELEVATION: 7.48 FEET.
- 3) FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 7' / NONE; PANEL #120857 01121; MAP DATE: 09/11/09.
- 4) THIS SITE LIES IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 29-52-41 BEING S01°53'39"E.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- 8) THIS SITE CONTAINS 95 TOTAL MARKED PARKING SPACES (92 REGULAR & 3 DISABLED). STORAGE PARKING SPACES WERE NOT LOCATED.
- 9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 7045257, PREPARED BY CHICAGO TITLE INSURANCE COMPANY; COMMITMENT DATE: 05/22/2018 AT 11:00 PM; REVISED 10-02-18. THE FOLLOWING ITEMS ARE SCHEDULE B SECTION II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-NOT ADDRESSED.
ITEM 5-RESERVATIONS IN DEED NO. 16,571 IN D.B. 176, PG. 339, AND PARTIALLY RELEASED IN O.R.B. 12165, PG. 1029, O.R.B. 12165, PG. 1030, O.R.B. 12288, PG. 2349, AND O.R.B. 14477, PG. 1787, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 6-EASEMENT FOR CANAL MAINTENANCE IN O.R.B. 5224, PG. 623, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 7-EASEMENT IN O.R.B. 6343, PG. 489, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 8-COVENANTS, CONDITIONS AND RESTRICTIONS IN COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3047, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 9-COVENANTS, CONDITIONS AND RESTRICTIONS IN O.R.B. 14449, PG. 352, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 10-EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY IN O.R.B. 14426, PG. 2206, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 11-UNITY OF TITLE IN O.R.B. 14449, PG. 348, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 12-AGREEMENT FOR CONSTRUCTION OF SANITARY SEWAGE FACILITIES IN O.R.B. 14449, PG. 356, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 13-NOT ADDRESSED.
ITEM 14-UTILITY EASEMENT IN D.B. 403, PG. 6, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 15-MINERAL RESERVATIONS IN DEED NO. 1770 IN D.B. 2457, PG. 29, CANAL AND EASEMENT RESERVATIONS RELEASED IN D.B. 4224, PG. 299, IN O.R.B. 6284, PG. 101, AS AFFECTED BY NON-USE COMMITMENT IN O.R.B. 14415, PG. 1568, DO NOT APPLY TO THIS SITE.
ITEM 16-AVIGATION EASEMENT IN O.R.B. 3498, PG. 209, DOES NOT APPLY TO THIS SITE.
ITEM 17-EASEMENT FOR SEWAGE FACILITY AND CANAL MAINTENANCE IN O.R.B. 6167, PG. 310, DEPICTED HEREON, DOES NOT APPLY TO THIS SITE.
ITEM 18-COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3044, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 19-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 707, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 20-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 711, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 21-LISTED SURVEY MATTERS ARE DEPICTED HEREON.
- 10) ALL RECORDED DOCUMENTS ARE PER MIAMI-DADE COUNTY RECORDS.
- 11) STATE PLANE COORDINATES ARE BASED ON FIELD OBSERVATION AND ARE TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. BEARINGS ARE NOT BASED ON STATE PLANE COORDINATES.
- 12) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 13) THERE ARE NO KNOWN PROPOSED CHANGES TO THE ADJACENT RIGHTS-OF-WAY.
- 14) THERE WAS NO FIELD DELINEATION OF WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 15) THERE WAS NO OBSERVABLE EVIDENCE OF EASEMENTS OTHER THAN THOSE SHOWN HEREON.
- 16) NUMBER OF PROPOSED TRACTS: 1.
- 17) DADE COUNTY FLOOD CRITERIA: 6.2 FEET PER PLAT BOOK 120, PAGE 13, SHEET 2 OF 5, DATED MARCH 1982.
- 18) PARCEL TO BE SERVED BY MIAMI-DADE WATER AND SEWER DEPARTMENT.
- 19) THIS SITE ENCOMPASSES ALL OF FOLIO NUMBER: 0821290000032.
- 20) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: FOUNDRY COMMERCIAL; CHICAGO TITLE INSURANCE COMPANY.
- 20) SITE ZONE: B-3 COMMERCIAL INTENSIVE BUSINESS DISTRICT/MXUD CORRIDOR MIXED USE OVERLAY DISTRICT. SETBACK REQUIREMENTS:
FRONT-15'
SIDE, INTERIOR LOT-0'
SIDE, CORNER-15'
SIDE, INTERIOR-15'
REAR-15'
MAXIMUM BUILDING HEIGHT:
6 STORIES OR 65'
MINIMUM SITE AREA:
10,000 S.F.
MAXIMUM FLOOR AREA:
RATIO: 3.0
PARKING SPACE REQUIREMENT:
1ST 5,000 S.F.-1 PER 1,000 S.F.
5,000+ S.F.-1 PER 500 S.F.
1 PER 400 S.F. BUILDING AREA
2,515 SPACES REQUIRED

CONTACT PERSON INFORMATION	
PULICE LAND SURVEYORS INC. - JANE STORMS	
TELEPHONE NUMBER: 954-572-1777	
FAX NUMBER: 954-572-1778	
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM	

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



LOCATION MAP

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
SCALE: 1"=300'

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH,
RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

LEGEND

- LIMITED ACCESS R/W LINE
O.R.B. OFFICIAL RECORDS BOOK
D.B. DEED BOOK
P.B. PLAT BOOK
PG. PAGE
FPL FLORIDA POWER & LIGHT COMPANY
LB LICENSED BUSINESS

DEVELOPMENT INFORMATION

TRACT	SIZE OF TRACT	USE
"A"	1,233,446 SQUARE FEET	WAREHOUSING FACILITIES
-	-	-

CERTIFICATION:

I HEREBY CERTIFY: THAT THERE ARE NO EXISTING UTILITIES, IMPROVEMENTS OR STRUCTURES ON THE LANDS HEREIN DESCRIBED, OTHER THAN SHOWN, AND THAT THIS TENTATIVE PLAT AS SHOWN WAS MADE UNDER MY DIRECTION IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") NUMBER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
STATE OF FLORIDA

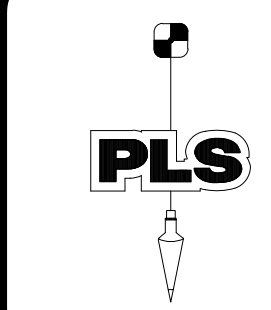
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 8 INCLUSIVE

SHEET 1 OF 8

5		
4		
3		
2		
1		
NO.	REVISIONS	BY

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT



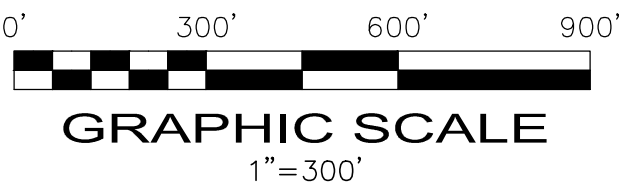
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 300'
SURVEY DATE: 10/09/20

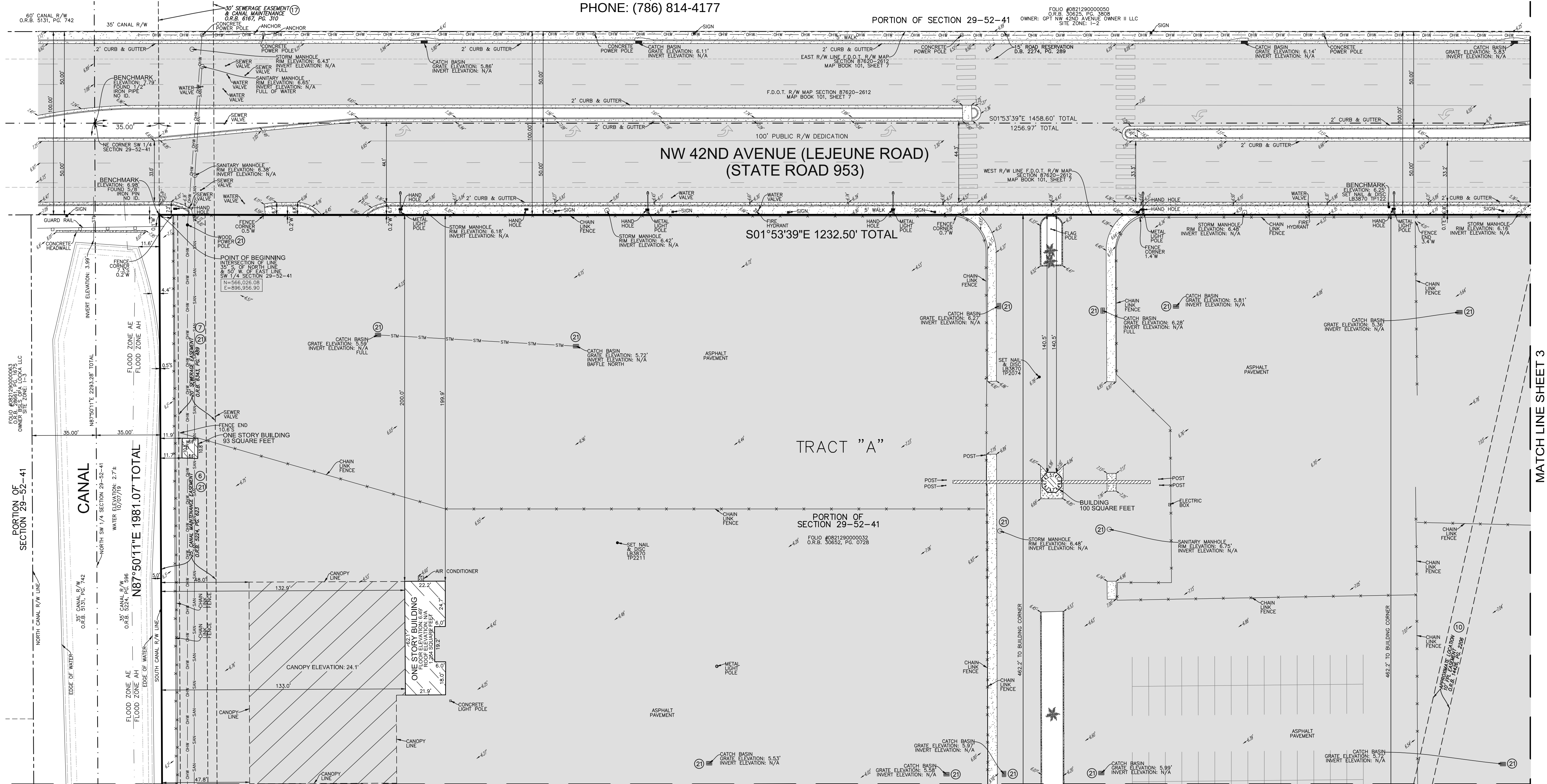
FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451



LEGEND

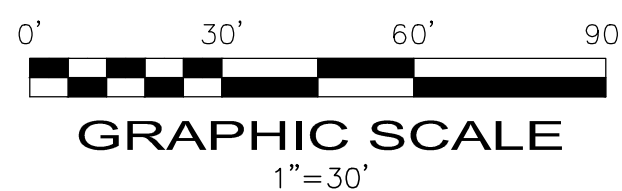
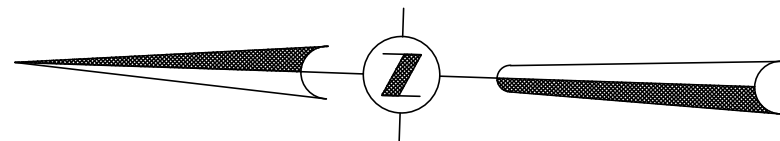
- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
- LIMITED ACCESS R/W LINE
- CENTERLINE
- OFFICIAL RECORD BOOK
- PLAT BOOK
- PAGE
- RIGHT-OF-WAY
- FLORIDA DEPT. OF TRANSPORTATION
- TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- RADIUS
- CENTRAL ANGLE
- ARC LENGTH
- FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT OF FOUNDRY OPA-LOCKA A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA OWNER: GPT NW 42ND. AVENUE OWNER, LLC C/O FOUNDRY COMMERCIAL 95 MERRICK WAY, SUITE 460 CORAL GABLES, FLORIDA 33134 PHONE: (786) 814-4177



MATCH LINE SHEET 4

MATCH LINE SHEET 3

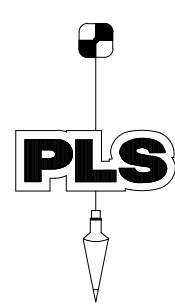


SHEET 2 OF 8

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 THROUGH 8 INCLUSIVE

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT



POLICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@policeandsurveyors.com
WEBSITE: www.policeandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
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- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT-OF-WAY
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- CA CENTRAL ANGLE
- A ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE

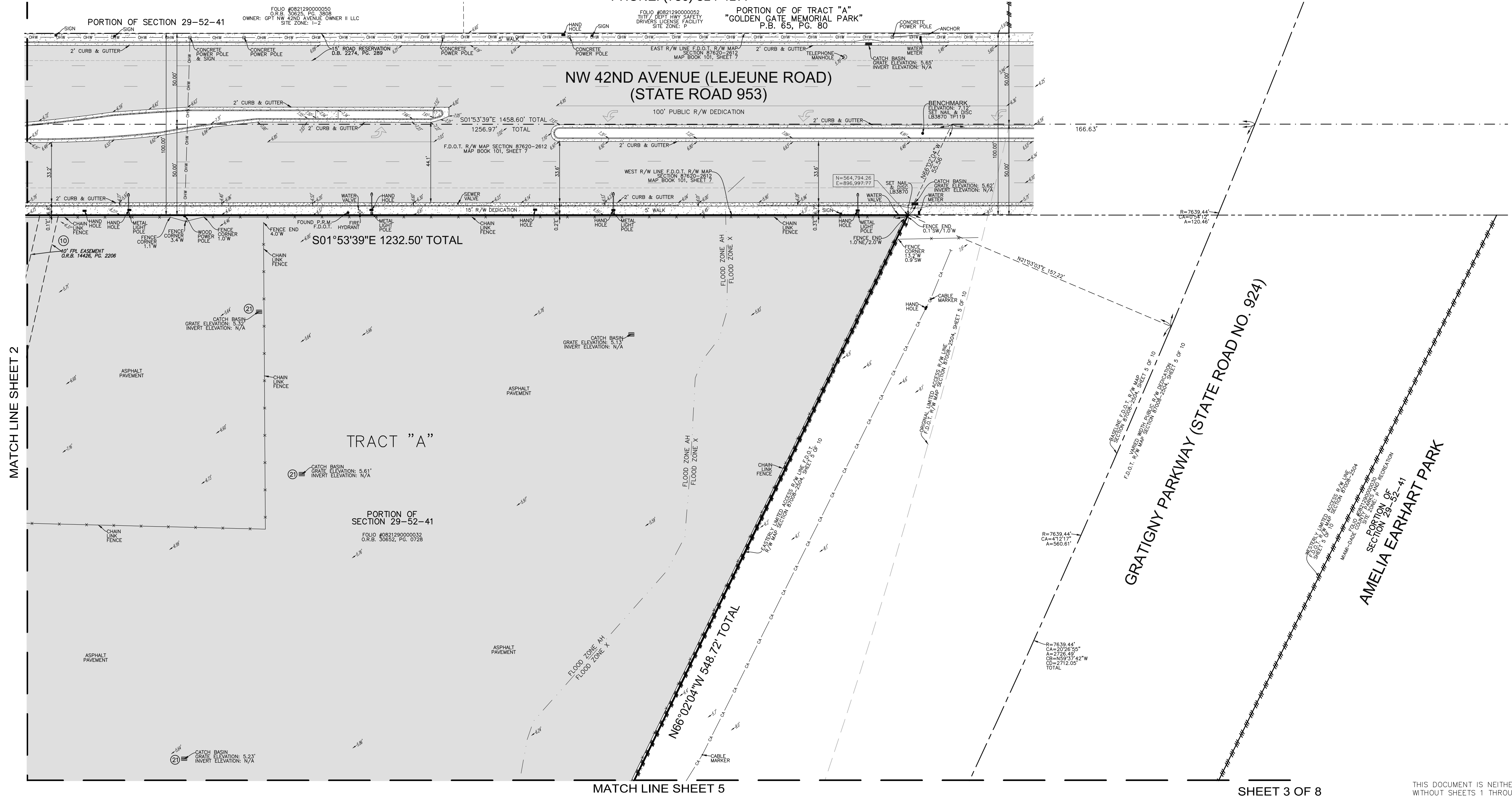
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

OF

FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



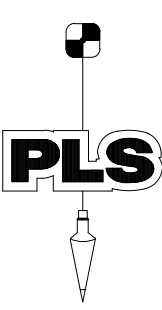
MATCH LINE SHEET 5

SHEET 3 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

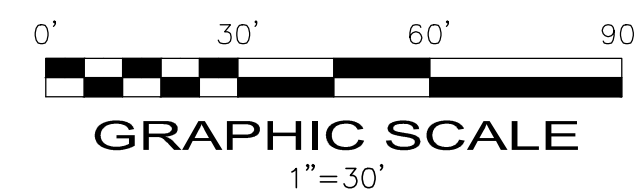
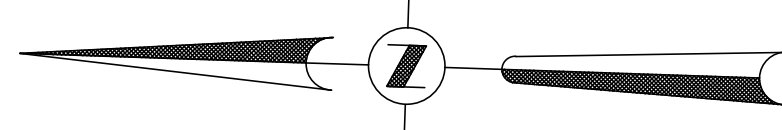


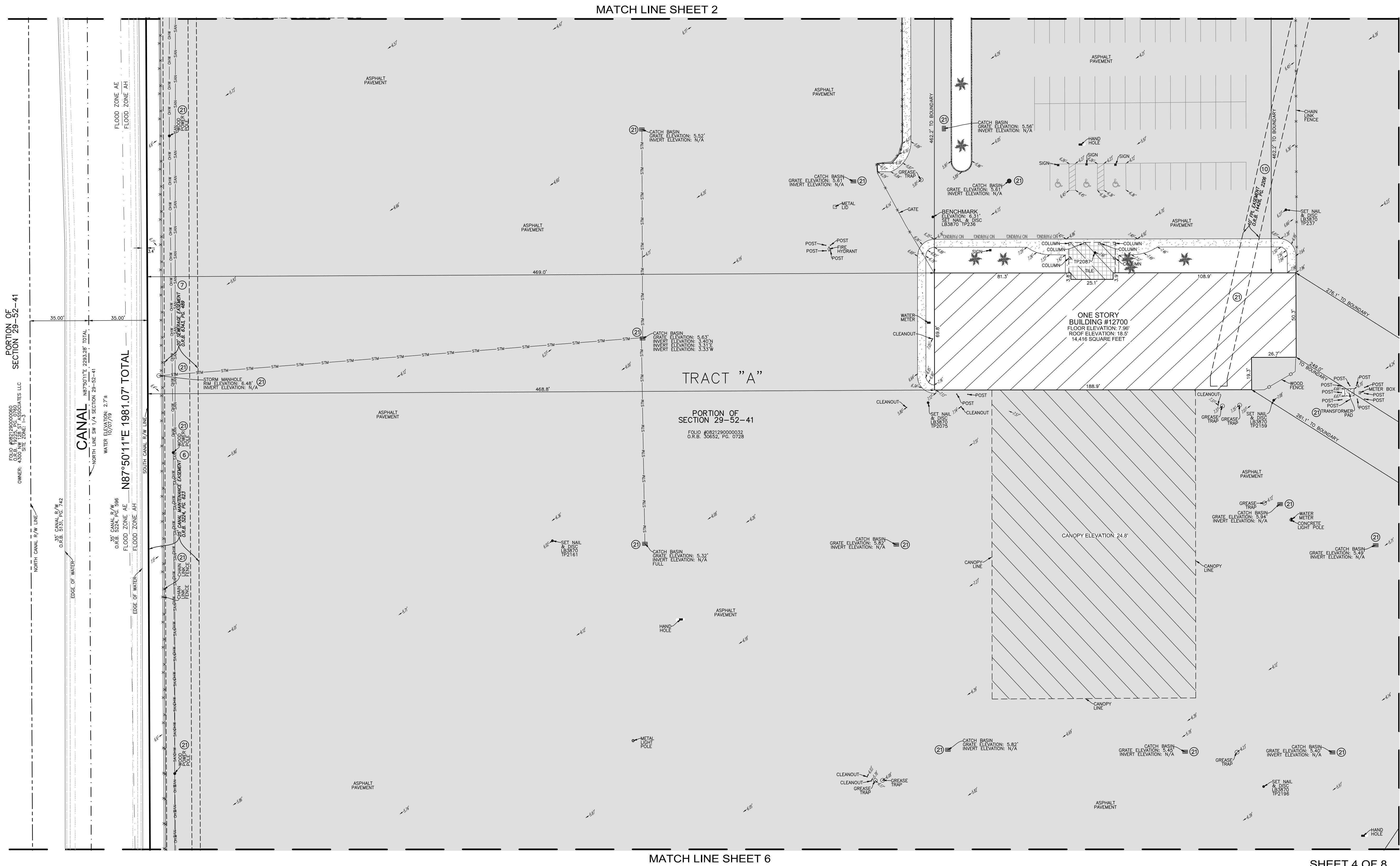
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

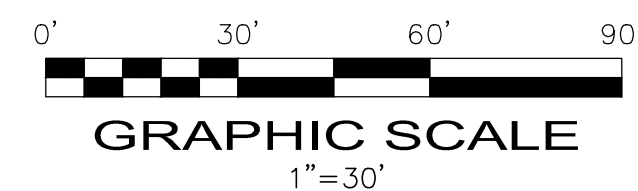
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SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451





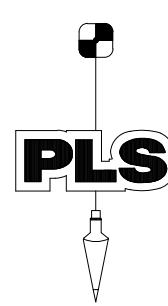
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



SHEET 4 OF 8

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
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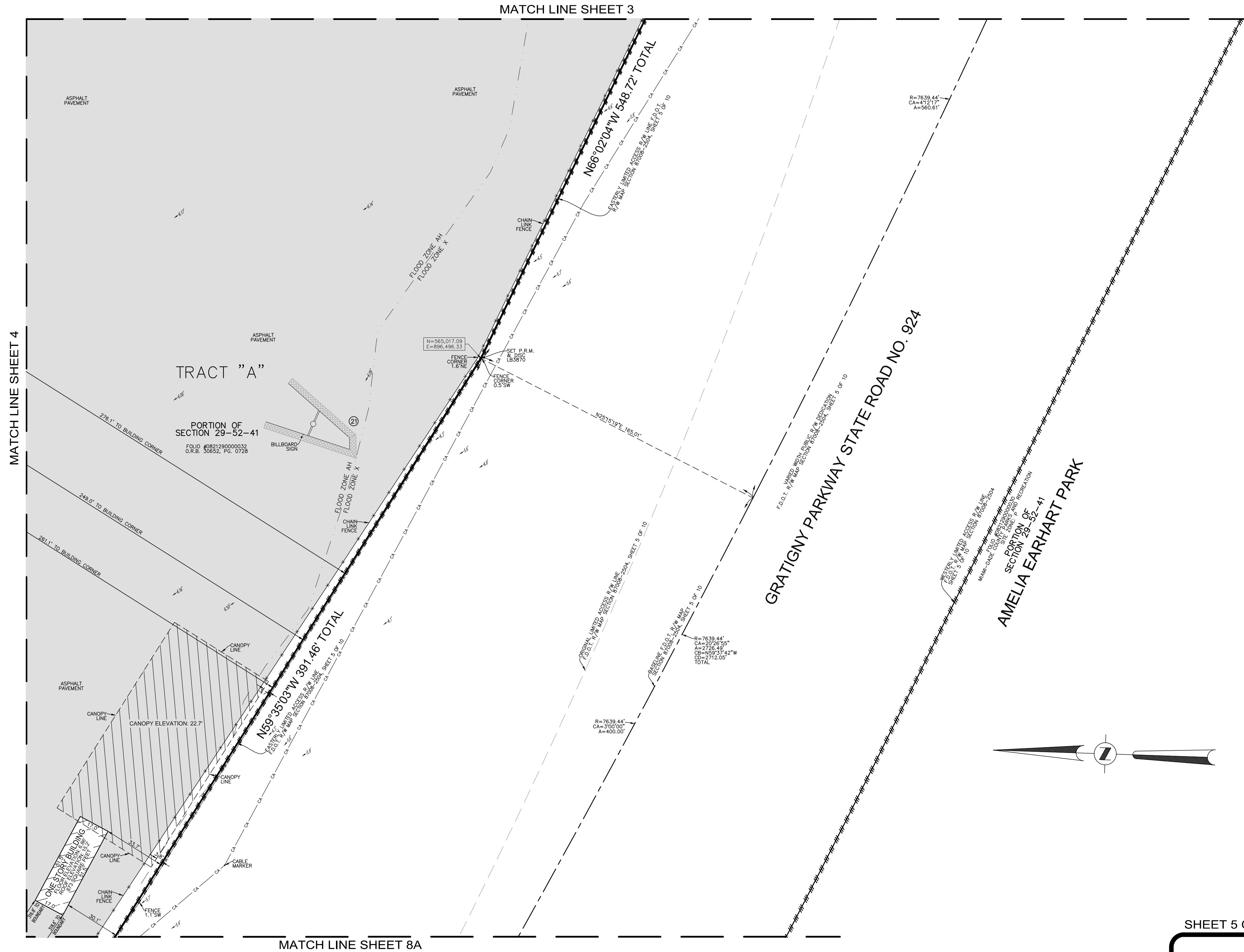
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CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 10/09/20

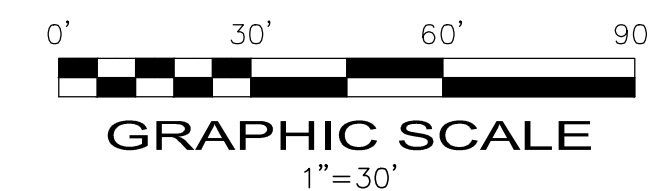
FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
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- LIMITED ACCESS R/W LINE
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- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT-OF-WAY
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE



BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
 A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
 CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
 OWNER: GPT NW 42ND. AVENUE OWNER, LLC
 C/O FOUNDRY COMMERCIAL
 95 MERRICK WAY, SUITE 460
 CORAL GABLES, FLORIDA 33134
 PHONE: (786) 814-4177

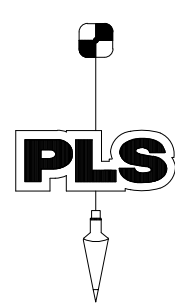


SHEET 5 OF 8

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FOUNDRY OPA-LOCKA SITE
 12700 NW LE JEUNE ROAD
 OPA-LOCKA, MIAMI-DADE COUNTY
 FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
 AND TENTATIVE PLAT**



PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE: (954) 572-1777
 FAX: (954) 572-1778
 E-MAIL: surveys@pulicelandsurveyors.com
 WEBSITE: www.pulicelandsurveyors.com
 CERTIFICATE OF AUTHORIZATION LB#3870

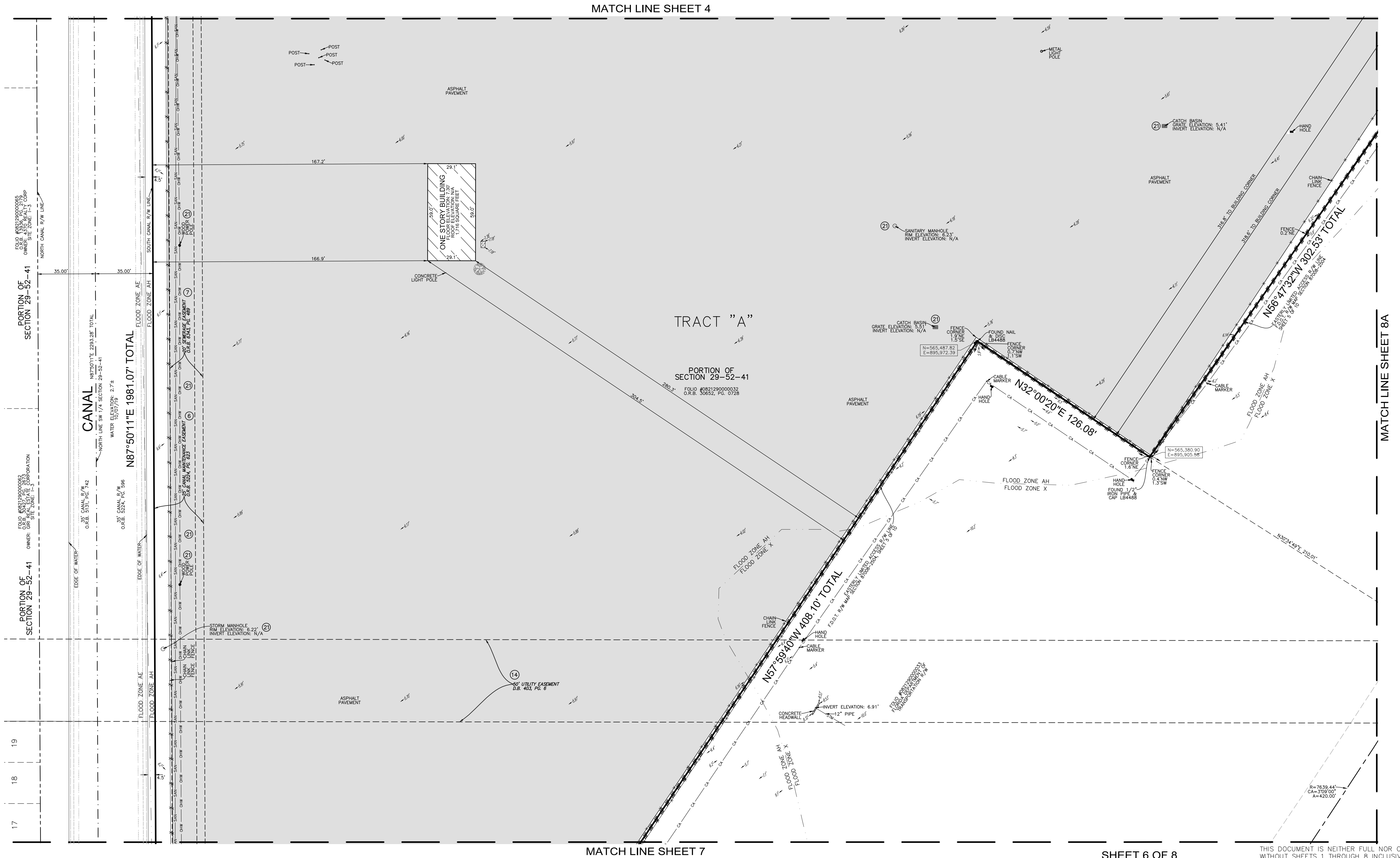
DRAWN BY: B.E.
 CHECKED BY: J.F.P.

SCALE: 1" = 30'
 SURVEY DATE: 10/09/20

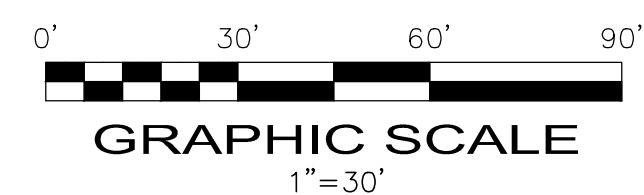
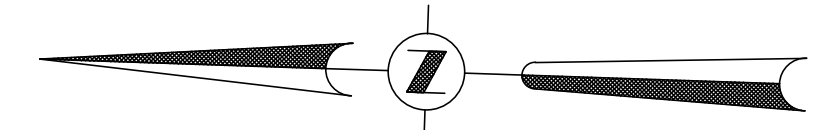
FILE: FOUNDRY COMMERCIAL
 ORDER NO.: 66451

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
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- CENTERLINE
- Q.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT-OF-WAY
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LICENSIED BUSINESS
- PALM TREE
- BLACK OLIVE TREE



BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
 OF
FOUNDRY OPA-LOCKA
 A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
 CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
 OWNER: GPT NW 42ND. AVENUE OWNER, LLC
 C/O FOUNDRY COMMERCIAL
 95 MERRICK WAY, SUITE 460
 CORAL GABLES, FLORIDA 33134
 PHONE: (786) 814-4177

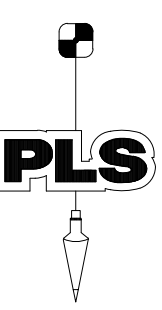


SHEET 6 OF 8

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FOUNDRY OPA-LOCKA SITE
 12700 NW LE JEUNE ROAD
 OPA-LOCKA, MIAMI-DADE COUNTY
 FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
 AND TENTATIVE PLAT**

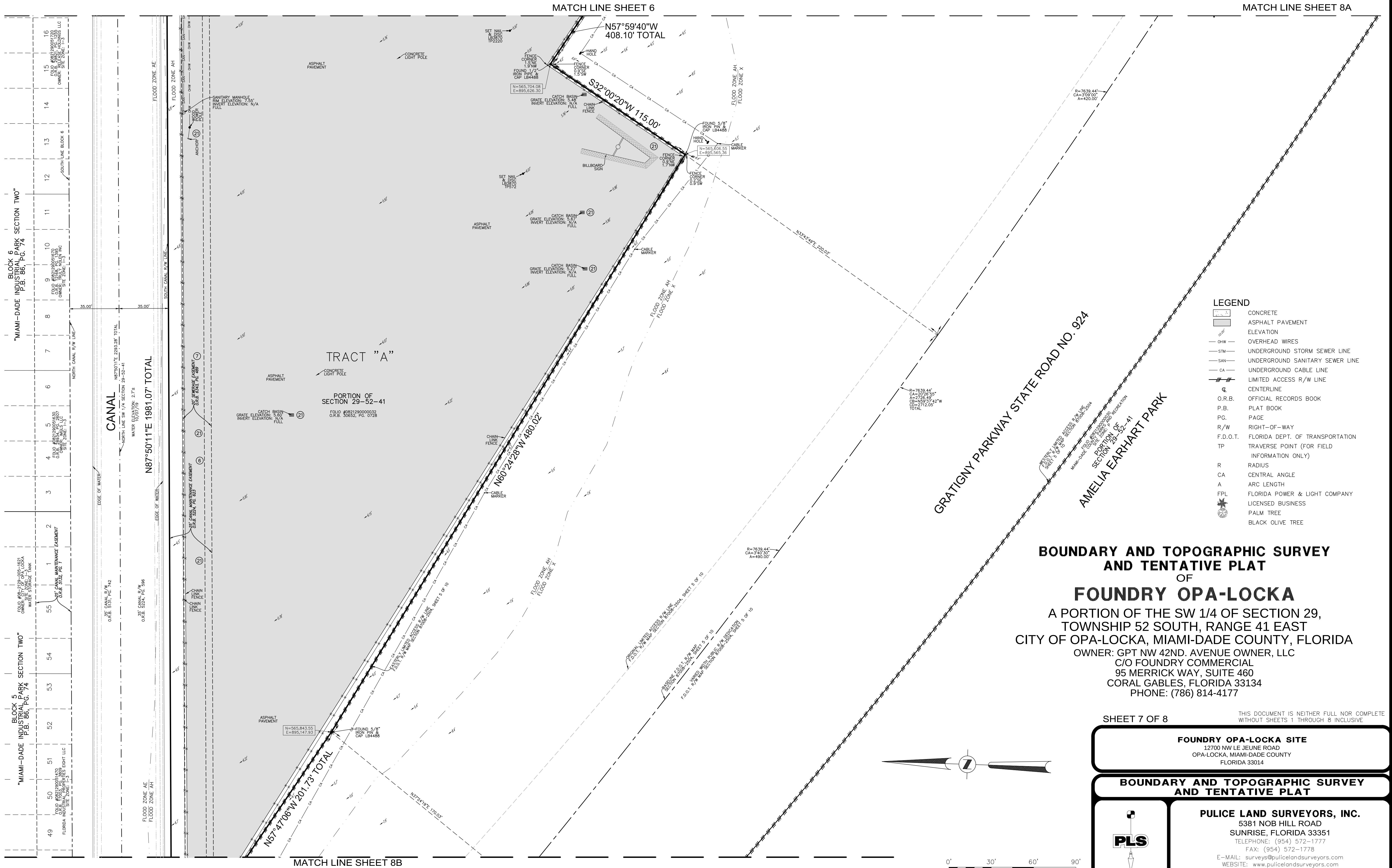


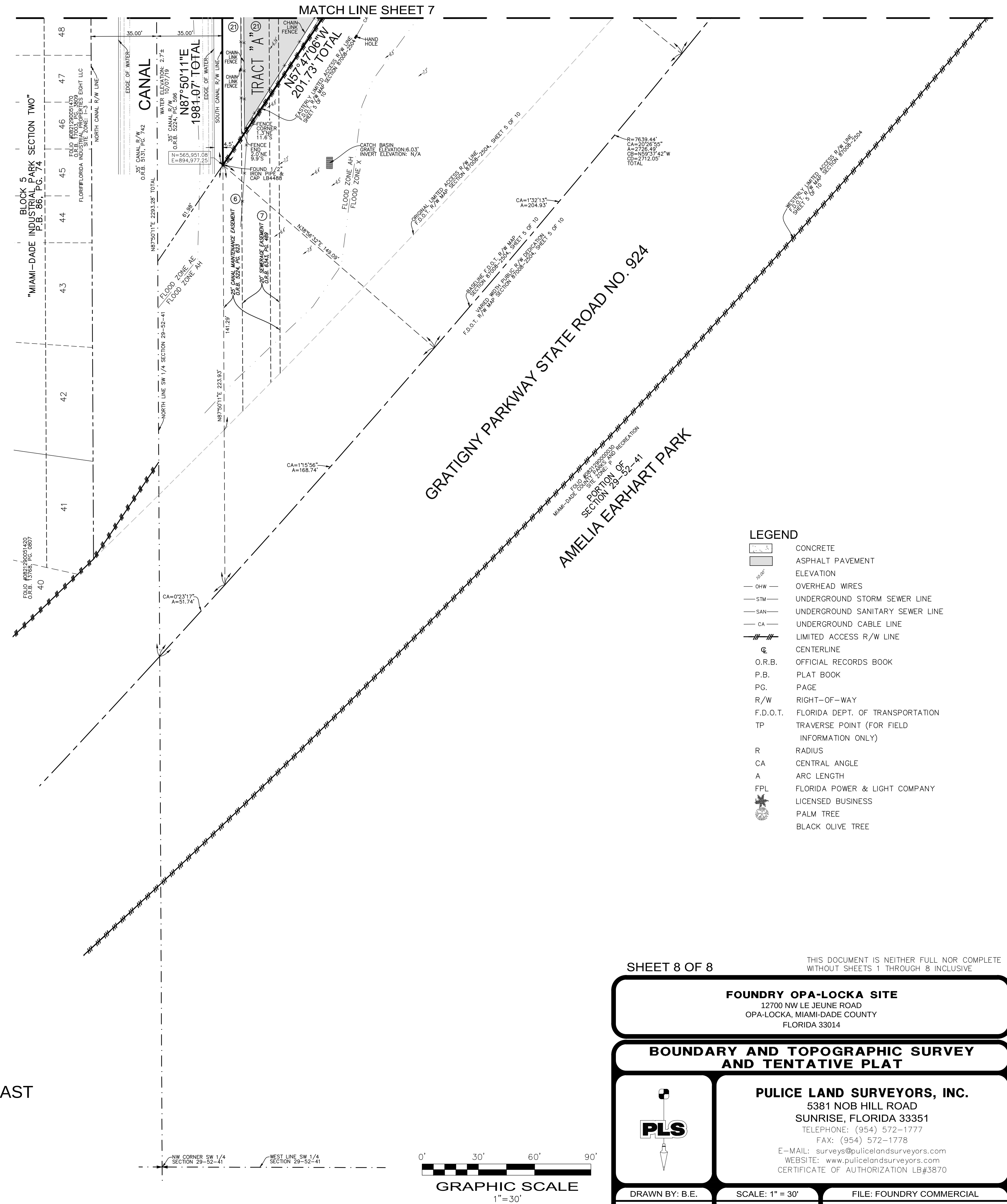
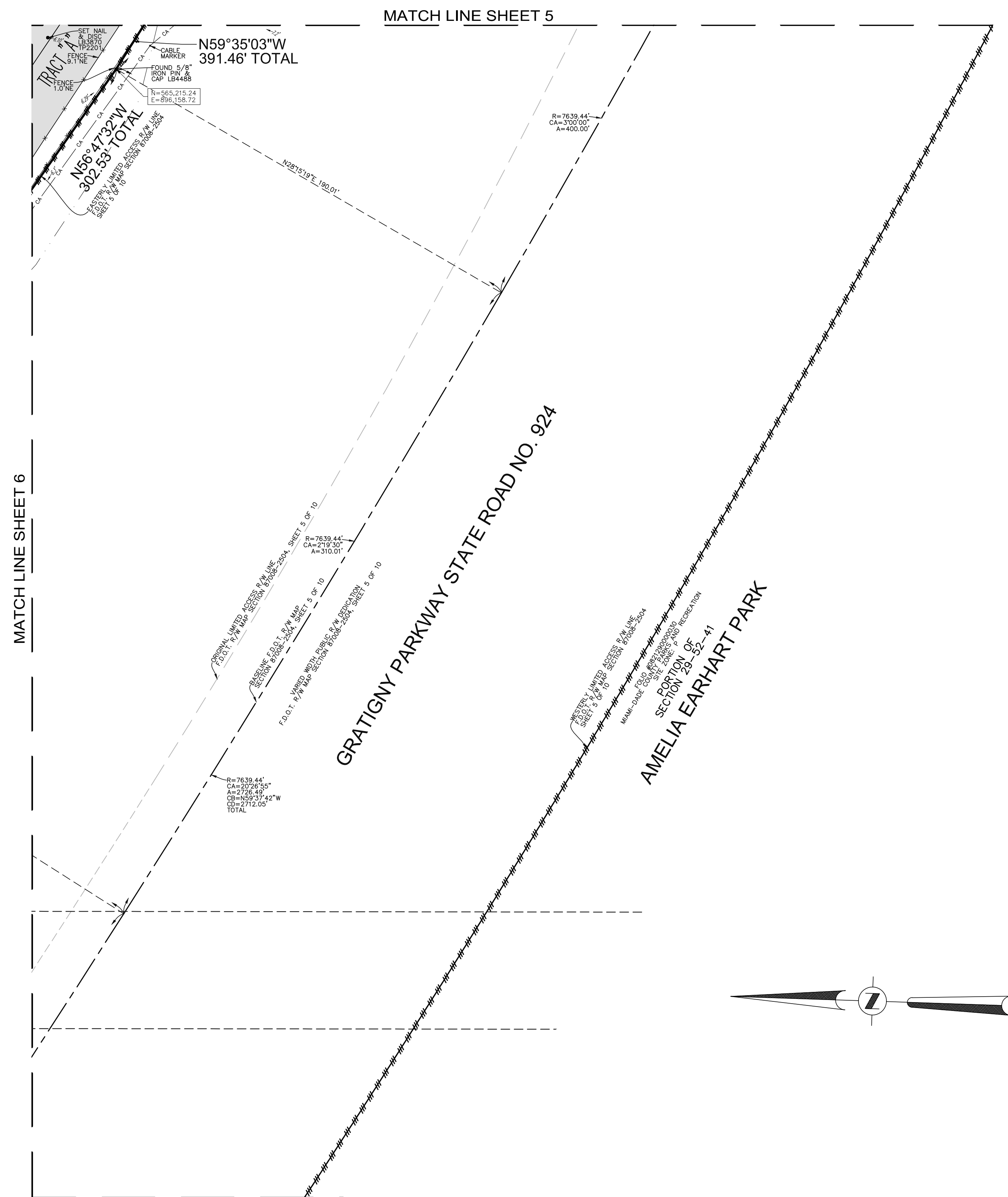
PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE: (954) 572-1777
 FAX: (954) 572-1778
 E-MAIL: surveys@pulicelandsurveyors.com
 WEBSITE: www.pulicelandsurveyors.com
 CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
 CHECKED BY: J.F.P.

SCALE: 1" = 30'
 SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
 ORDER NO.: 66451





BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT OF FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

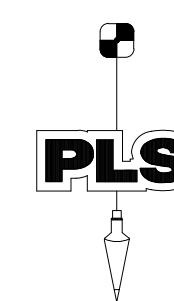
OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177

SHEET 8 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



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CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'

SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

FOUNDRY OPA-LOCKA

A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF
SECTION 29 TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
OFFICE NO. 954-572-1777 / FAX NO. 954-572-1778
CERTIFICATE OF AUTHORIZATION NO. LB3870
FEBRUARY, 2021

KNOW ALL MEN BY THESE PRESENTS:

THAT GPT NW 42ND AVENUE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED FOUNDRY OPA-LOCKA, THE SAME BEING A SUBDIVISION OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 1,233,446 SQUARE FEET (28.3160 ACRES) MORE OR LESS.

IN WITNESS WHEREOF:

THAT SAID GPT NW 42ND AVENUE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY BRITTON WINTERER, ITS AUTHORIZED SIGNATORY, IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESS: _____ GPT NW 42ND AVENUE OWNER LLC,
PRINT NAME: _____ A DELAWARE LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
PRINT NAME: _____ BRITTON WINTERER
AUTHORIZED SIGNATORY

ACKNOWLEDGMENT:

STATE OF _____ SS
COUNTY OF _____

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, BRITTON WINTERER, AUTHORIZED SIGNATORY OF GPT NW 42ND AVENUE OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH AUTHORIZED SIGNATORY FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____ NOTARY PUBLIC - STATE OF _____
PRINT NAME: _____

MORTGAGEE CONSENT:

KNOW ALL MEN BY THESE PRESENTS: THAT CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION (ACTING IN ITS CAPACITY AS ADMINISTRATIVE AGENT ON BEHALF OF CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, AND BARCLAYS BANK PLC, A PUBLIC LIMITED COMPANY REGISTERED IN ENGLAND AND WALES, AS CO-LENDERS), AS MORTGAGEE (COLLECTIVELY), THE HOLDER OF THAT CERTAIN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, DATED OCTOBER 10, 2018 AND RECORDED OCTOBER 19, 2018 IN OFFICIAL RECORDS BOOK 31189, PAGE 610, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOIN IN THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS WHEREOF: CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION (ACTING IN ITS CAPACITY AS ADMINISTRATIVE AGENT ON BEHALF OF CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, AND BARCLAYS BANK PLC, A PUBLIC LIMITED COMPANY REGISTERED IN ENGLAND AND WALES, AS CO-LENDERS) HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS _____, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF _____, A.D. 202__.

WITNESSES: CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION

BY: _____ BY: _____

PRINT NAME: _____ NAME: _____

BY: _____ TITLE: _____

PRINT NAME: _____

ACKNOWLEDGMENT OF MORTGAGEE:

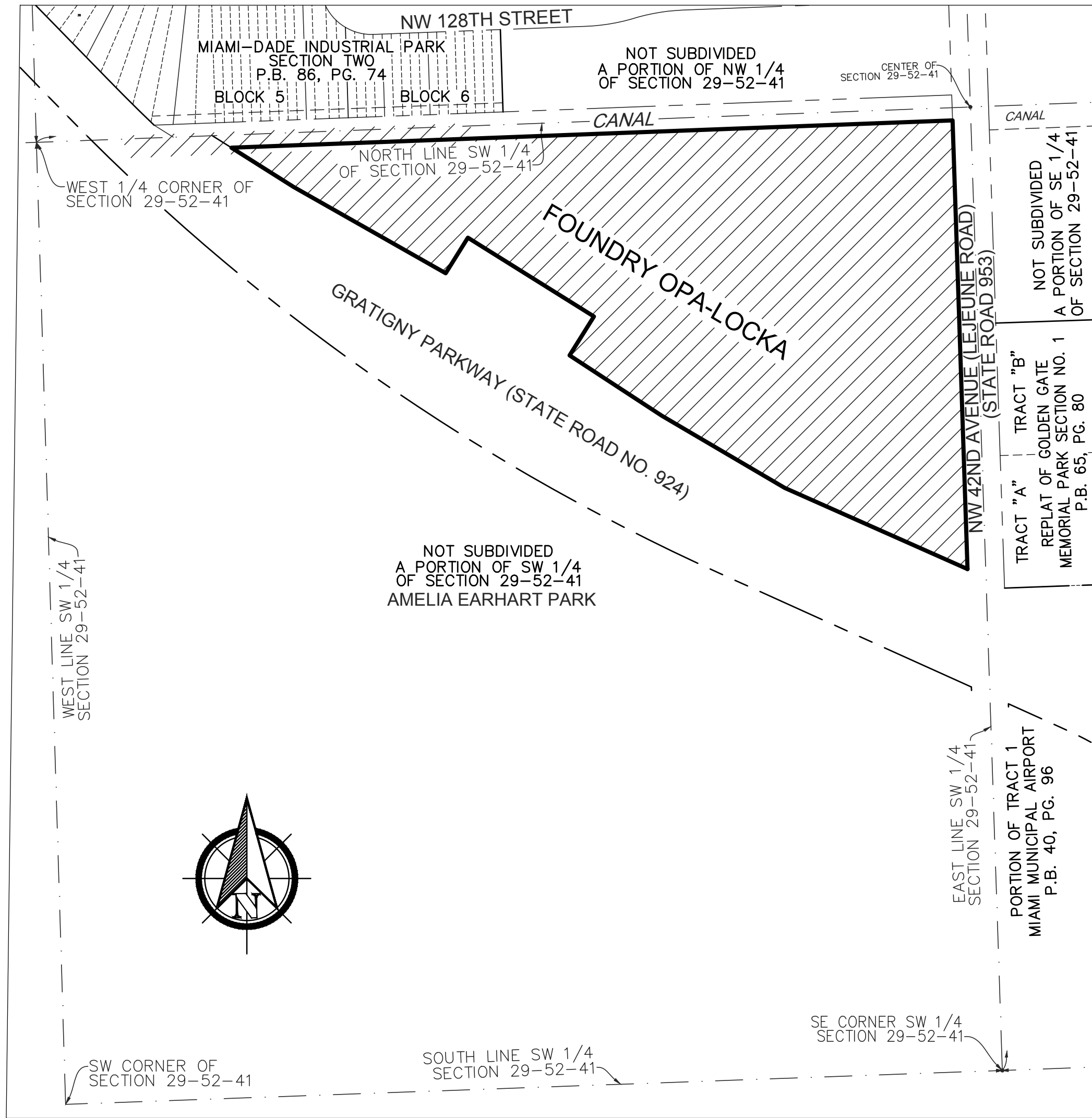
STATE OF _____)
COUNTY OF _____) S.S.

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, _____ OF CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 202__.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC - STATE OF _____

COMMISSION NUMBER: _____ PRINT NAME: _____



LOCATION MAP
SW 1/4 SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
NOT TO SCALE

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CITIBANK, N.A.
A NATIONAL BANKING ASSOCIATION



PLAT BOOK _____ PAGE _____

SHEET 1 OF 2 SHEETS

CITY OF OPA-LOCKA APPROVALS:

THIS PLAT WAS APPROVED FOR ADOPTION BY THE CITY OF OPA-LOCKA, FLORIDA, PLANNING COUNCIL THIS _____ DAY OF _____, 202__ BY AUTHORIZATION OF RESOLUTION NO. _____

BY: _____ CHAIRMAN

THIS PLAT WILL NOT RESULT IN THE REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED AND APPROVED BY RESOLUTION NO. _____ PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA, THIS ____ DAY OF _____, A.D. 202__.

BY: _____ ATTEST: _____
MATTHEW PIGATT JOANNA FLORES
MAYOR CITY CLERK

MIAMI-DADE COUNTY APPROVALS:

THE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES CERTIFIES THAT THIS PLAT APPEARS TO CONFORM TO ALL OF THE REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE. CERTIFIED THIS _____ DAY OF _____, A.D. 20__.

SIGNED: _____ DIRECTOR

MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

THIS PLAT WAS APPROVED BY THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS THIS _____ DAY OF _____, A.D. 20__.

SIGNED: _____ DIRECTOR

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

SIGNED: _____ COUNTY ENGINEER

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT THE PORTIONS OF NW 42ND AVENUE (LE JEUNE ROAD) (STATE ROAD NO. 953) AND GRATIGNY PARKWAY (STATE ROAD NO. 924), AS SHOWN ON THE ATTACHED PLAT TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY, AND FIRE HYDRANTS THEREON IS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

THAT INDIVIDUAL WELLS SHALL NOT BE PERMITTED WITHIN THIS SUBDIVISION EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS, AND/OR AIR CONDITIONERS.

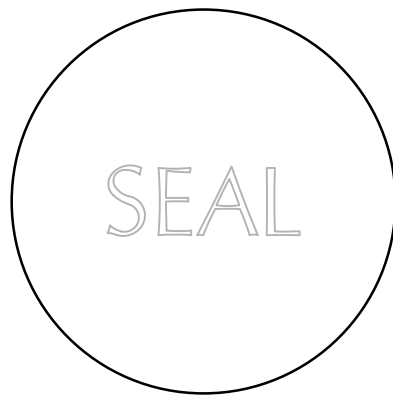
THAT THE USE OF SEPTIC TANKS SHALL NOT BE PERMITTED ON THE TRACT WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE, IN ACCORDANCE WITH COUNTY AND STATE REGULATIONS.

THAT THE LIMITED ACCESS RIGHT-OF-WAY LINE, AS SHOWN ON THE ATTACHED PLAT, IS HEREBY DESIGNATED FOR THE EXPRESS PURPOSE OF PREVENTING DIRECT VEHICULAR ACCESS TO AND FROM THE ADJOINING (ARTERIAL) ROADS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED FOUNDRY OPA-LOCKA, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177 (PART I), FLORIDA STATUTES, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WERE SET THIS _____ DAY OF _____, A.D. 202__.

BETH BURNS DATE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB3870
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351



RECORDING STATEMENT:

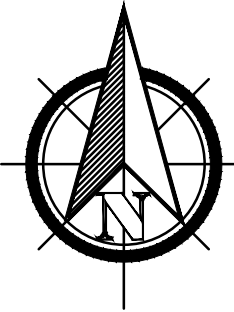
FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____ M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

PLAT BOOK _____ PAGE _____

SHEET 2 OF 2 SHEETS

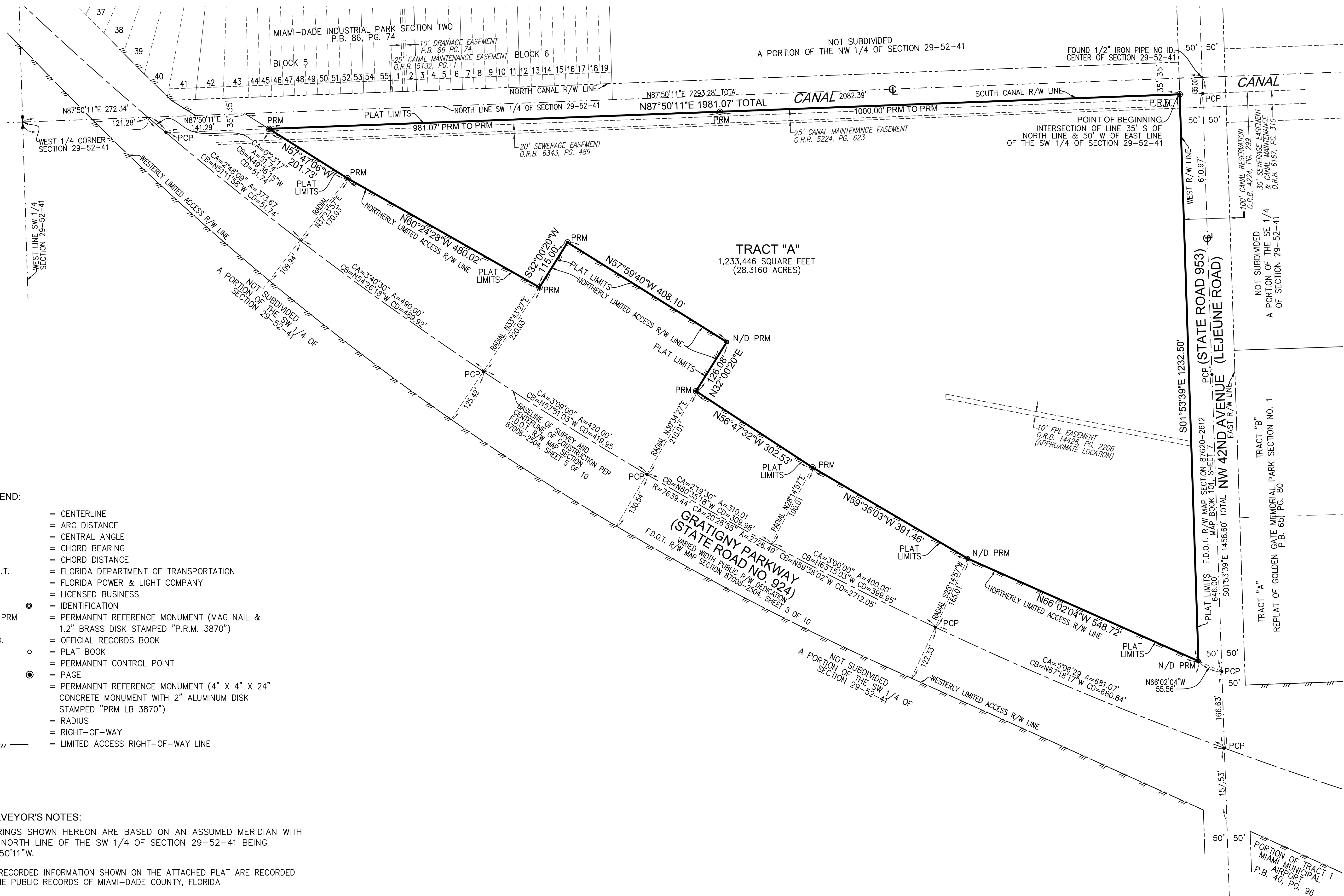


GRAPHIC SCALE

0' 50' 100' 200' 300' 400'

FEET

SCALE: 1" = 100'



LEGEND:

Q	=	CENTERLINE
A	=	ARC DISTANCE
CA	=	CENTRAL ANGLE
CB	=	CHORD BEARING
CD	=	CHORD DISTANCE
F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	=	FLORIDA POWER & LIGHT COMPANY
LB	=	LICENSED BUSINESS
ID.	●	IDENTIFICATION
N/D PRM	=	PERMANENT REFERENCE MONUMENT (MAG NAIL & 1.2" BRASS DISK STAMPED "P.R.M. 3870")
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	○	PLAT BOOK
PCP	=	PERMANENT CONTROL POINT
PG.	●	PAGE
PRM	=	PERMANENT REFERENCE MONUMENT (4" X 4" X 24" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 3870")
R	=	RADIUS
R/W	=	RIGHT-OF-WAY
/// —	=	LIMIT ACCESS RIGHT-OF-WAY LINE

SURVEYOR'S NOTES:

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN WITH
THE NORTH LINE OF THE SW 1/4 OF SECTION 29-52-41 BEING
N87°50'11"W.

ALL RECORDED INFORMATION SHOWN ON THE ATTACHED PLAT ARE RECORDED
IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

GENERAL EXCEPTIONS:

THIS SITE IS SUBJECT TO THE FOLLOWING DESCRIBED DOCUMENTS:

1. COVENANTS, CONDITIONS AND RESTRICTIONS IN COVENANT RECORDED IN O.R.B. 14449, PG. 352.
2. AGREEMENT FOR CONSTRUCTION OF SANITARY SEWAGE FACILITIES RECORDED IN O.R.B. 14449, PG. 356.
3. COVENANT RUNNING WITH THE LAND RECORDED IN O.R.B. 12178, PG. 3044.
4. DEVELOPMENT AGREEMENT RECORDED IN O.R.B. 32127, PG. 1226.

NOTICE:

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RECORDING STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, A.D. 202__, AT _____, M., IN BOOK _____ OF PLATS, AT PAGE _____, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

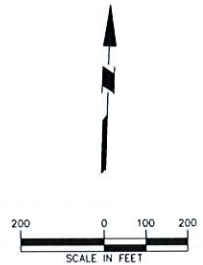
BY: _____
DEPUTY CLERK

FOUNDRY AUCTION SITE

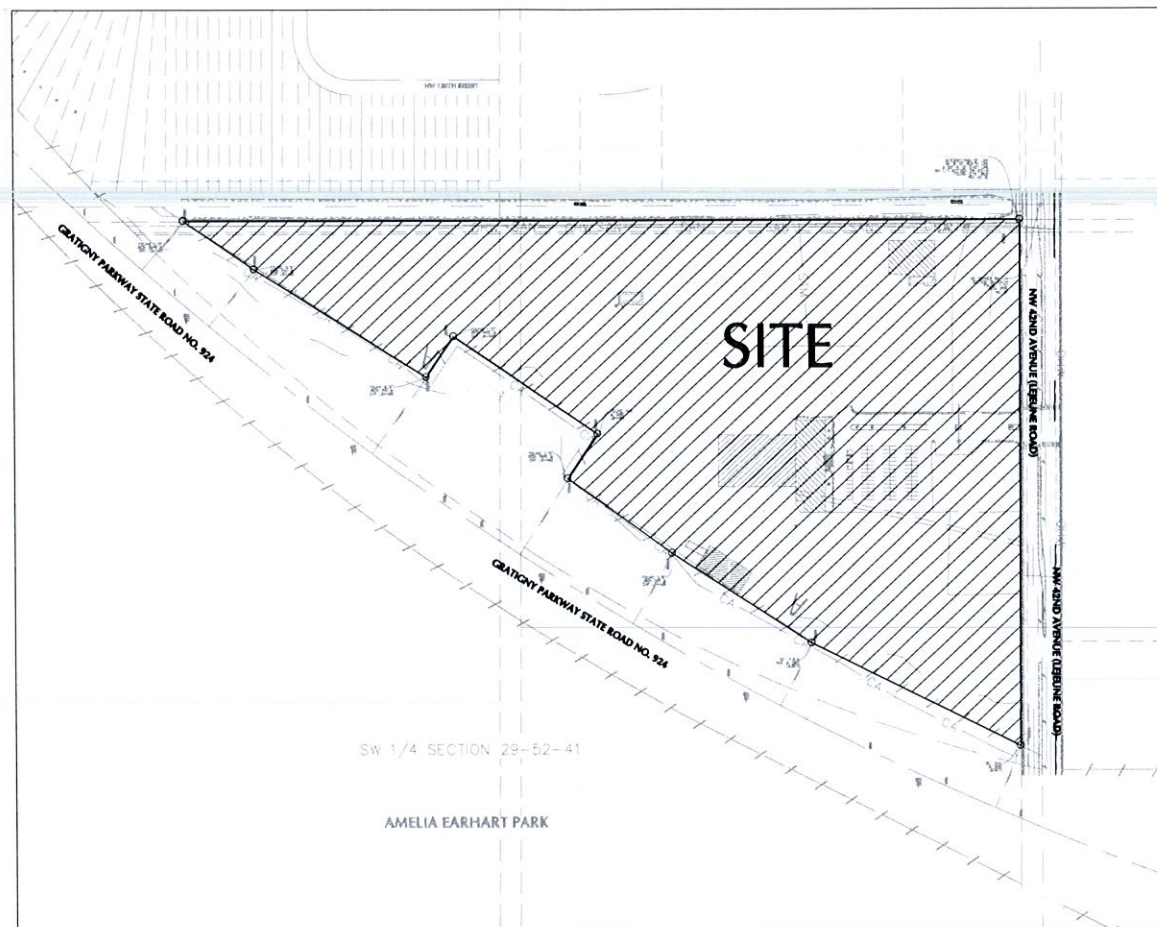
12700 NW LE JEUNE RD

OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA



INDEX OF SHEETS	
CIVIL PLANS PREPARED BY: LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES	
SHEET NO.	DESCRIPTION
C-1.0	COVER SHEET
C-2.0	GENERAL NOTES & SPECIFICATIONS
C-3.0	OVERALL SITE PLAN
C-4.0	OVERALL UTILITY PLAN
C-5.0	OVERALL GRADING AND DRAINAGE PLAN
ARCHITECTURAL PLANS PREPARED BY: RLC ARCHITECTS	
SHEET NO.	DESCRIPTION
A-1.00	BUILDING ONE PARTIAL FLOOR PLAN
A-1.01	BUILDING ONE PARTIAL FLOOR PLAN
A-1.10	BUILDING TWO PARTIAL FLOOR PLAN
A-1.11	BUILDING TWO PARTIAL FLOOR PLAN
A-1.20	BUILDING THREE FLOOR PLAN
A-1.30	BUILDING FOUR FLOOR PLAN
A-3.00	BUILDING ONE ELEVATIONS
A-3.01	BUILDING ONE ENLARGED ELEVATIONS
A-3.10	BUILDING TWO ELEVATIONS
A-3.20	BUILDING THREE ELEVATIONS
A-3.30	BUILDING FOUR ELEVATIONS
A-4.00	PRECEDENTS
LANDSCAPE PLANS PREPARED BY: WITHIN HULTS DESIGN GROUP	
SHEET NO.	DESCRIPTION
L-1	LANDSCAPE INDEX
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE PLAN
L-4	LANDSCAPE PLAN
L-5	LANDSCAPE DETAILS
TD-1	TREE DISPOSITION INDEX
TD-2	TREE DISPOSITION PLAN
TD-3	TREE DISPOSITION PLAN
PHOTOMETRIC PLANS PREPARED BY: PUGA AND ASSOCIATES, INC.	
SHEET NO.	DESCRIPTION
ESP-1	PHOTOMETRIC SITE PLAN
ESP-2	PHOTOMETRIC SITE PLAN
ESP-3	PHOTOMETRIC SITE PLAN



LOCATION SKETCH

LEGAL DESCRIPTION:

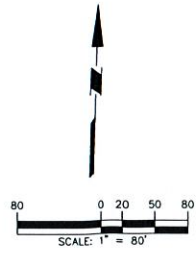
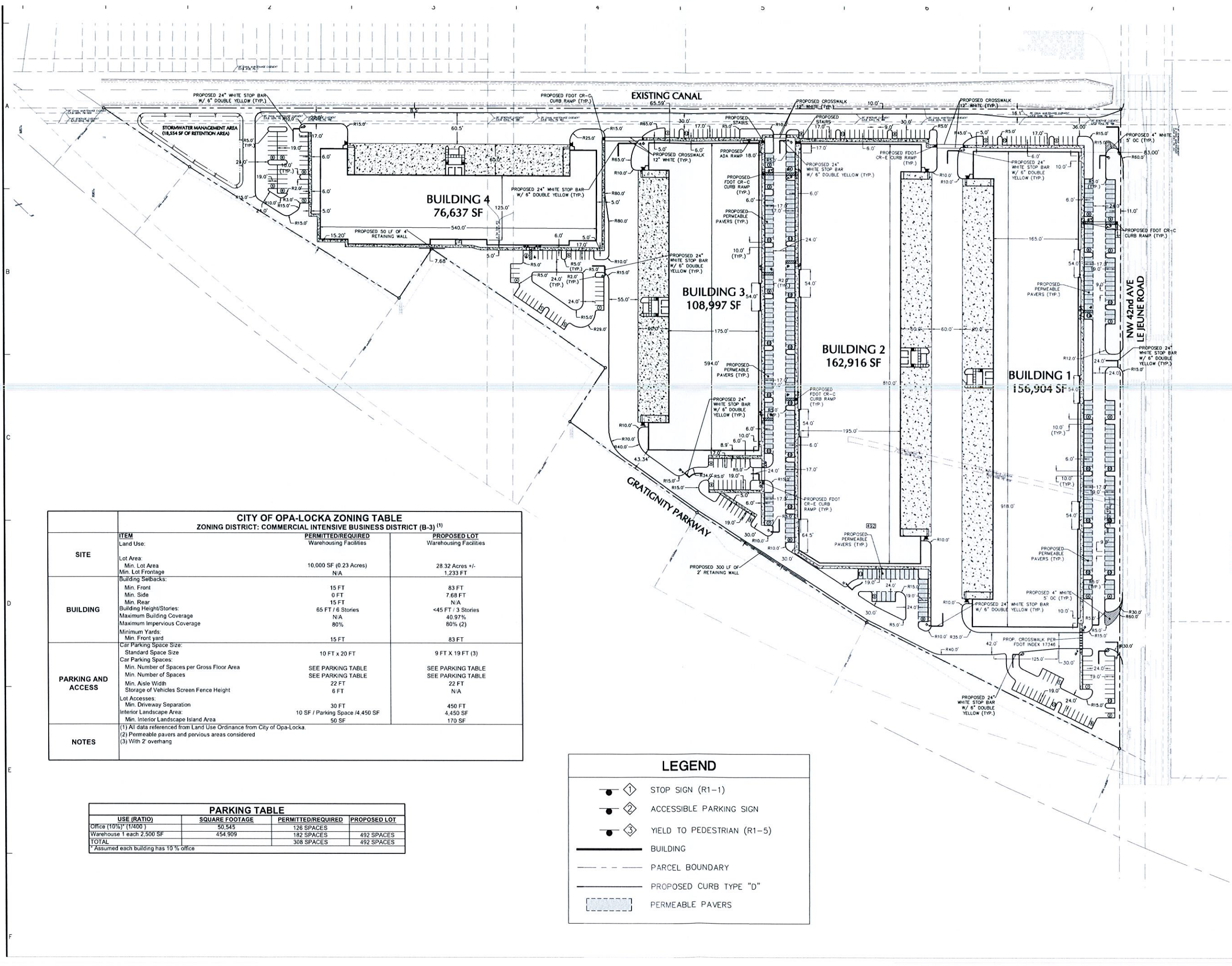
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

SIGNATURE: MICHAEL CARR		DATE SIGNED: 11/01/2019
PROFESSIONAL ENGINEER, FL Lic. No. 72424		
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulevard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION No. 3000621138172138196		
Project: FOUNDRY AUTO AUCTION SITE		
City: OPA-LOCKA		
State: MIAMI-DADE FL		
Drawing Title: COVER SHEET		
Project No. 330059101	Drawing No. C-1.0	
Date: 11/01/2019		
Drawn By: CU		
Checked By: MPC		

PROJECT NO. 330059101

FILE NAME



CITY OF OPA-LOCKA ZONING TABLE			
ZONING DISTRICT: COMMERCIAL INTENSIVE BUSINESS DISTRICT (B-3) (1)			
SITE	ITEM	PERMITTED/REQUIRED	PROPOSED LOT
	Land Use:	Warehousing Facilities	Warehousing Facilities
BUILDING	Lot Area:	10,000 SF (0.23 Acres)	28.32 Acres +/-
	Min. Lot Area	N/A	1,233 FT
	Min. Lot Frontage	N/A	
	Building Setbacks:		
	Min. Front	15 FT	83 FT
	Min. Side	0 FT	7.68 FT
	Min. Rear	15 FT	N/A
	Building Height/Stories:	65 FT / 6 Stories	<45 FT / 3 Stories
	Maximum Building Coverage	N/A	40.97%
	Maximum Impervious Coverage	80%	80% (2)
PARKING AND ACCESS	Minimum Yards:		
	Min. Front yard	15 FT	83 FT
	Car Parking Space Size:		
	Standard Space Size	10 FT x 20 FT	9 FT x 19 FT (3)
	Car Parking Spaces:		
	Min. Number of Spaces per Gross Floor Area	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Number of Spaces	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Aisle Width	22 FT	22 FT
	Storage of Vehicles Screen Fence Height	6 FT	N/A
	Lot Accesses:		
NOTES	Min. Driveway Separation	30 FT	450 FT
	Interior Landscape Area:	10 SF / Parking Space / 4,450 SF	4,450 SF
	Min. Interior Landscape Island Area	50 SF	170 SF

PARKING TABLE			
USE (RATIO)	SQUARE FOOTAGE	PERMITTED/REQUIRED	PROPOSED LOT
Office (10%) (1/400)	50,545	126 SPACES	
Warehouse 1 each 2,500 SF	454,909	182 SPACES	492 SPACES
TOTAL		308 SPACES	492 SPACES

* Assumed each building has 10 % office

LEGEND	
	STOP SIGN (R1-1)
	ACCESSIBLE PARKING SIGN
	YIELD TO PEDESTRIAN (R1-5)
	BUILDING
	PARCEL BOUNDARY
	PROPOSED CURB TYPE "D"
	PERMEABLE PAVERS

Michael Patrick Carr

Professional Engineer

FL License No. 72424

STATE OF FLORIDA

PROFESSIONAL ENGINEER

Signature: Michael Carr

Date Signed: 11/01/2019

Project: FOUNDRY AUTO AUCTION SITE

City: OPA-LOCKA, FL

Project No. 330059101

Drawing No. C-3.0

Date: 11/01/2019

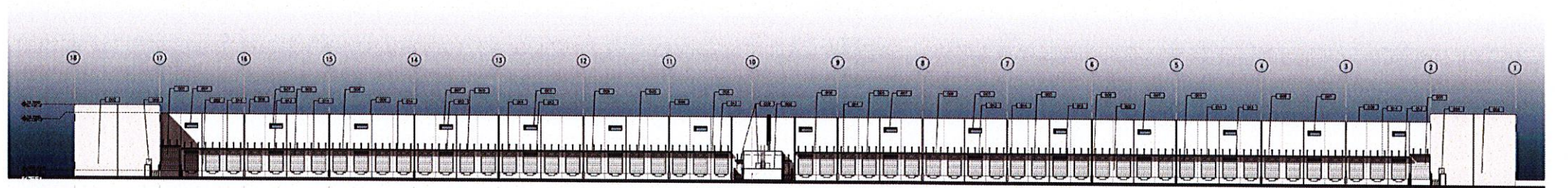
Drawn By: CU

Checked By: MPC



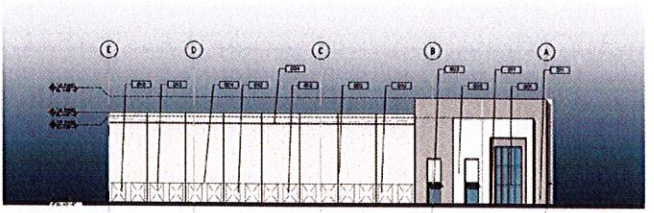
4 EAST ELEVATION

A3.00 SCALE: 1"=40'-0"



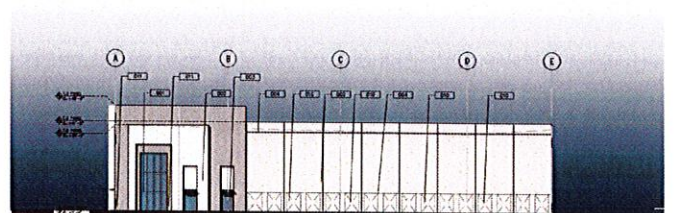
3 WEST ELEVATION

A3.00 SCALE: 1"=40'-0"



2 SOUTH ELEVATION

A3.00 SCALE: 1"=40'-0"



1 NORTH ELEVATION

A3.00 SCALE: 1"=40'-0"

GENERAL NOTES

- ALL CONCRETE WALLS TO BE TREATED WITH TEXCOTE MEDIUM TEXTURE.
- ALL STOREFRONT TO BE CLEAR ANODIZED AND GLAZED PER MIAMI-DADE REQUIRED HURRICANE RESISTANCE WITHOUT THE USE OF SHUTTERS.
- ALL FUTURE TENANT SIGNAGE TO BE PERMITTED SEPARATELY.
- 6" TALL WHITE ADDRESS NUMBERS ARE TO BE PLACED OVER EVERY TENANT ENTRANCE PER FLORIDA FIRE PREVENTION CODE.

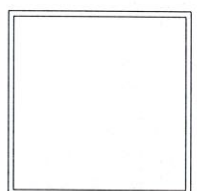
LEGEND

- 001 TINTED GLASS IN IMPACT RESISTANT ALUM. STOREFRONT
- 002 TILT-UP CONC. WALL, PAINTED (SEE PAINT COLORS BELOW)
- 003 ALUMINUM CANOPY
- 004 3/4" PANEL RECESS (TYP.)
- 005 GALVANIZED STEEL OVERHEAD DOOR
- 006 GALVANIZED METAL GUTTER AND DOWN SPOUT - PAINT TO MATCH ADJACENT WALL
- 007 TINTED GLASS IN IMPACT RESISTANT ALUM. CLERESTORY
- 008 ENGINEERED METAL ENTRANCE CANOPY
- 009 SHOP-PRIMED HOLLOW METAL MAN DOOR
- 010 KNOCK-OUT PANEL (TYP.)
- 011 TILT-UP CONC. WALL WITH FORMLINER (SEE PATTERN BELOW)
- 012 METAL SCREEN
- 013 METAL LOUVERS
- 014 LOUVER KNOCK-OUT PANEL (TYP.)

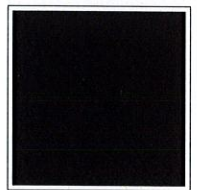
EXTERIOR FINISH COLORS



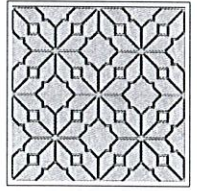
TOASTY GREY



WHITE



BLACK



FORMLINER-RECKLI BORNEO 2/242

DRC
SUBMITTAL
11/22/2019

RLC Architects
14 SE 4th Street, Room 200, Fort Lauderdale, FL 33432
Tel: 561.383.8555 Fax: 561.395.0007
www.rlcarchitects.com



CONSULTANT
INFO/LOGO

AUTO-AUCTION
WAREHOUSE
OPA-LOCKA, FL

REVISIONS

Drawing Title
**BUILDING ONE
ELEVATIONS**

Scale
Project No. 19116.00
Plot Date 11/18/2019

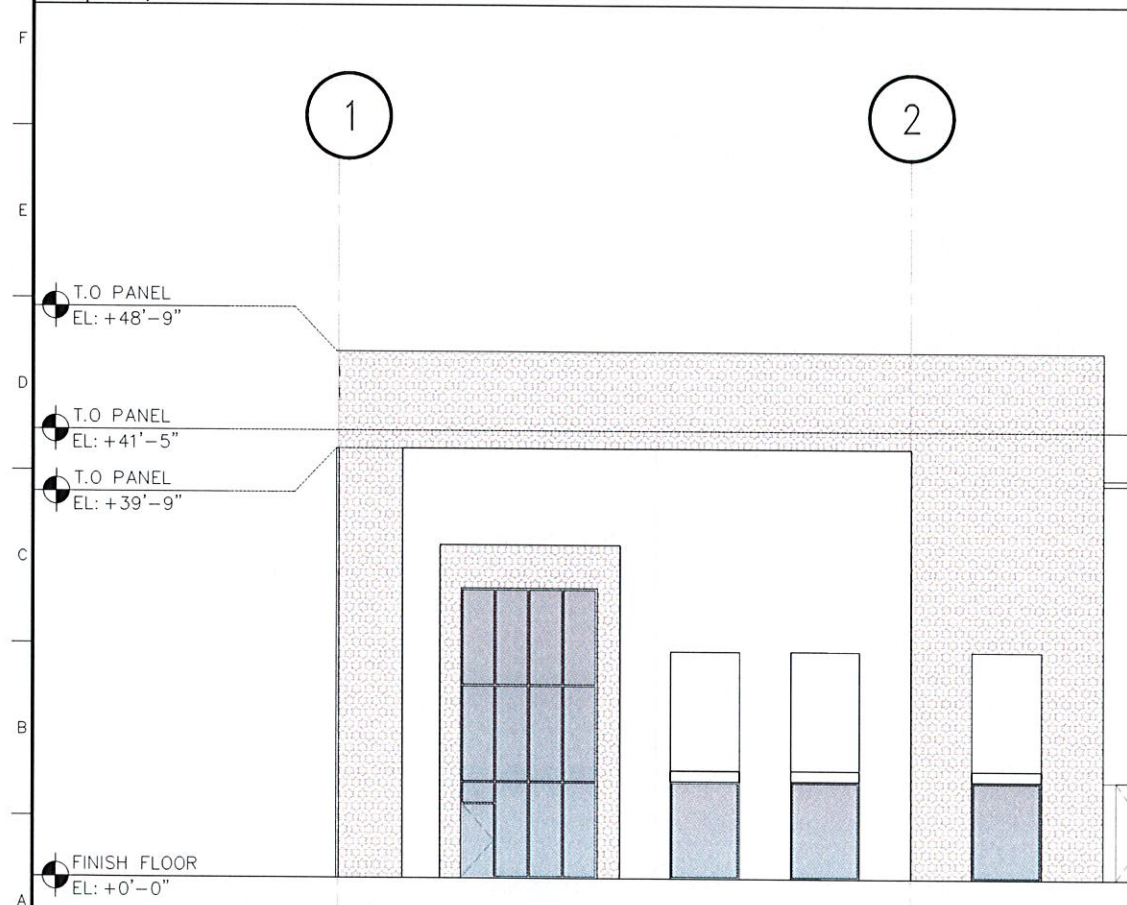
Principal: JC
Project Director:
Project Manager:
Drafted by: MGC
Checked by:

Sheet No.
A3.00



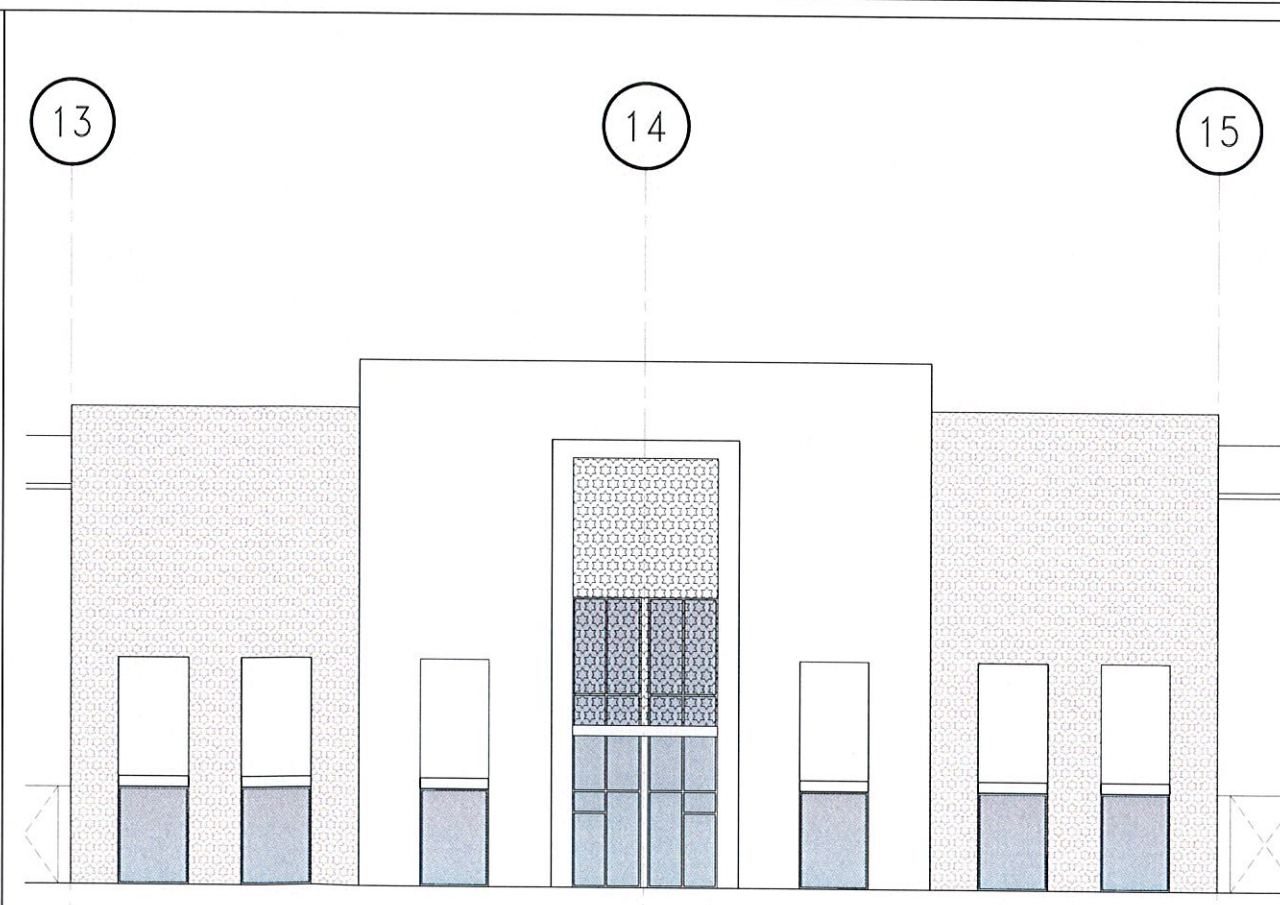
3 ENLARGED CENTRAL ENTRANCE ELEVATION

A3.01 SCALE: 1/8"=1'-0"



2 ENLARGED CORNER ENTRANCE ELEVATION

A3.01 SCALE: 1/8"=1'-0"



1 ENLARGED SECONDARY ENTRANCE ELEVATION

A3.01 SCALE: 1/8"=1'-0"

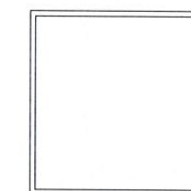
GENERAL NOTES

- ALL CONCRETE WALLS TO BE TREATED WITH TEXCOTE MEDIUM TEXTURE.
- ALL STOREFRONT TO BE CLEAR ANODIZED AND GLAZED PER MIAMI-DADE REQUIRED HURRICANE RESISTANCE WITHOUT THE USE OF SHUTTERS.
- ALL FUTURE TENANT SIGNAGE TO BE PERMITTED SEPARATELY.
- 6" TALL WHITE ADDRESS NUMBERS ARE TO BE PLACED OVER EVERY TENANT ENTRANCE PER FLORIDA FIRE PREVENTION CODE.

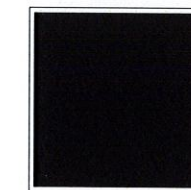
EXTERIOR FINISH COLORS



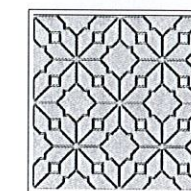
TOASTY GREY



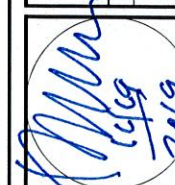
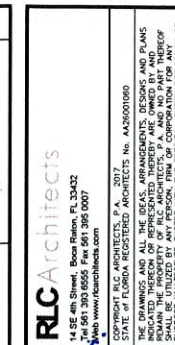
WHITE



BLACK



FORMLINER-RECKLI
BORNEO 2/242



CONSULTANT
INFO/LOGO

AUTO-AUCTION
WAREHOUSE
OPA-LOCKA, FL

REVISIONS

Drawing Title
**BUILDING ONE
ENLARGED
ELEVATIONS**

Scale
Project No. 19116.00
Plot Date 11/18/2019

Principal: JC
Project Director:
Project Manager:
Drafted by: MGC
Checked by:

Sheet No.

A3.00

DRC
SUBMITTAL
11/22/2019



7 PRECEDENT

A4.00 SCALE: N/A

6 PRECEDENT

A4.00 SCALE: N/A

5 PRECEDENT

A4.00 SCALE: N/A

4 PRECEDENT

A4.00 SCALE: N/A

3 PRECEDENT

A4.00 SCALE: N/A

2 PRECEDENT

A4.00 SCALE: N/A

1 PRECEDENT

A4.00 SCALE: N/A

RLC Architects
1401 4th Street, Suite 200, Boca Raton, FL 33432
Tel: 561.361.8555 Fax: 561.361.0007
www.rlcarchitects.com
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[Signature]
BRUCE A. RETSCH, AIA

CONSULTANT
INFO/LOGO

**AUTO-AUCTION
WAREHOUSE**
OPA-LOOKA, FL

REVISIONS

Drawing Title
PRECEDENTS

Scale
Project No. 19116.00
Plot Date 11/18/2019

Principal: JC
Project Director:
Project Manager:
Drafted by: MGC
Checked by:

Sheet No.
A4.00

DRC
SUBMITTAL
11/22/2019



2 RENDERING
A5.00 SCALE: NTS



1 RENDERING
A5.00 SCALE: NTS

RLC Architects
1111 E. 1st Street, Suite 200, Boca Raton, FL 33432
Tel: 561.393.8857 Fax: 561.395.0007
Web: www.rlcarchitects.com
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[Signature]
11/20/2019
BRUCE W. REZSOULI, AIA

CONSULTANT
INFO/LOGO

**AUTO-AUCTION
WAREHOUSE**
OPA-LOCKA, FL

REVISIONS

Drawing Title
**BUILDING 4
ELEVATIONS**

Scale
Project No. 19116.00
Plot Date 11/21/2019

Principal: JC
Project Director:
Project Manager:
Drafted by: MGC
Checked by:

Sheet No.
A5.00

DRC
SUBMITTAL
11/22/2019

LANDSCAPE LISTSEE LANDSCAPEOPA-LOCKA, FLORIDA
LANDSCAPE PLAN

**WITKIN HULTS
DESIGN GROUP**
307 south 21st avenue hollywood, florida
phone: 954.923.9681 facsimile: 954.923.9
www.witkindesign.com

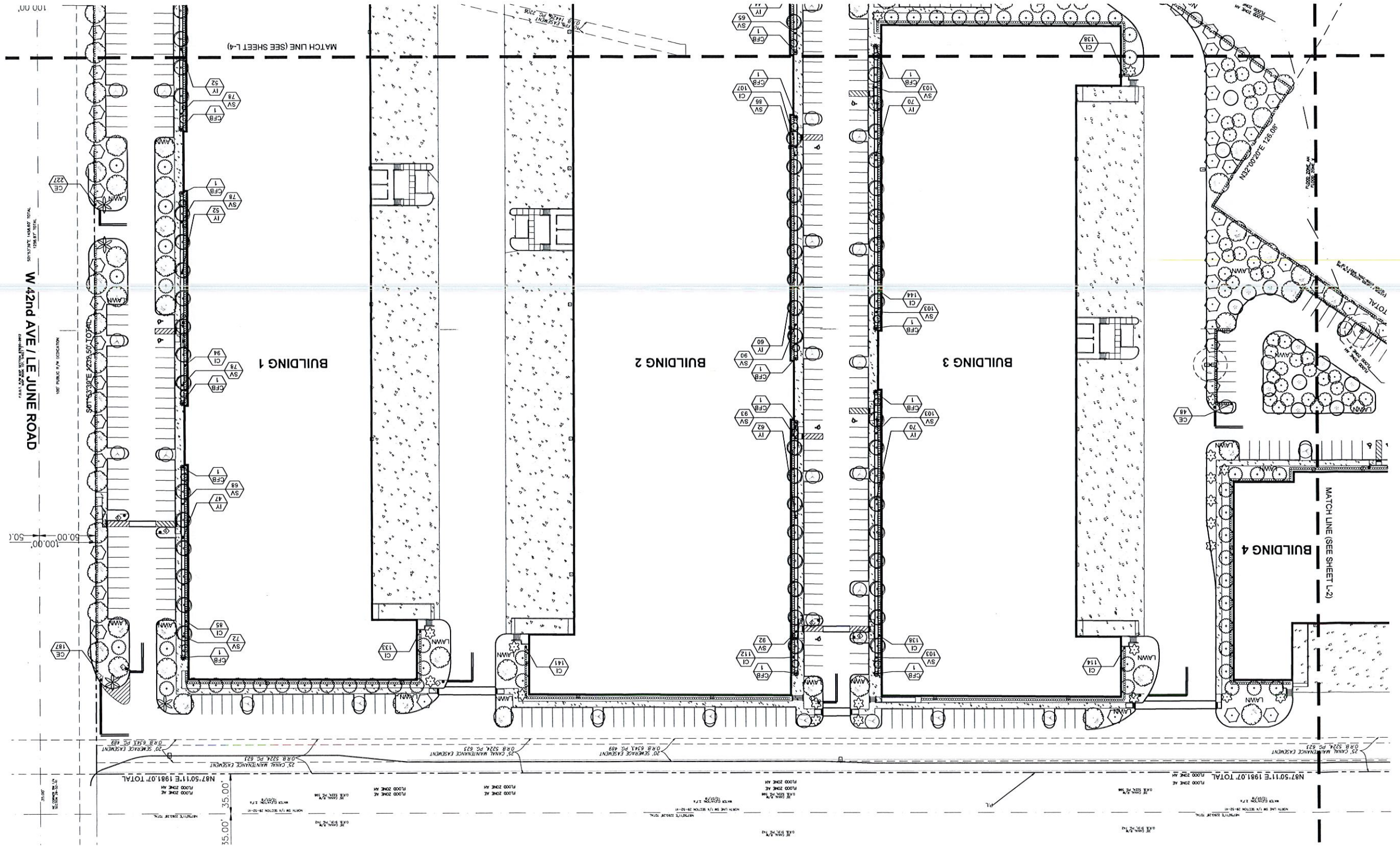
١-٧

~~NOV 18 2019~~

Revisions: _____
Date: _____
By: _____

Project:





W 42nd AVE / LE JUNE ROAD
 741.01.00.0001 1.48.00.0001
 1001.00.0001 1.48.00.0001

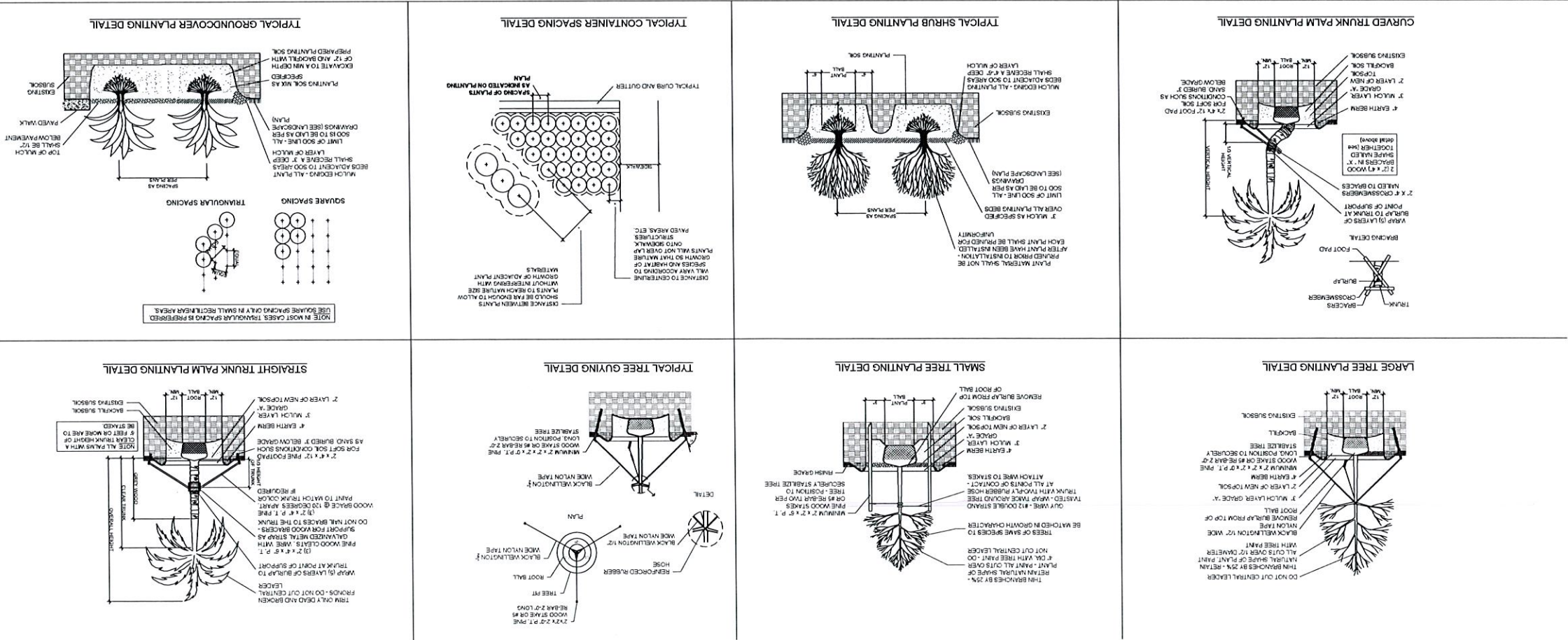
Cadd: 2019-068 L-4	Drawing: Landscape Plan Date: 10/31/2019 Scale: See Left Drawn by: AM Sheet No.:
LIC. # LA000689 Member: A.S.L.A.	
Seal: NOV 18 2019	
Revisions: Date: By:	
Project: FOUNDRY AUTO AUCTION OPA-LOCKA, FLORIDA LANDSCAPE PLAN	
W H D I WITKIN HULTS DESIGN GROUP 307 South 21st Avenue Hollywood, Florida phone: 954-923-9661 facsimile: 954-923-9669 www.witkindesigngroup.com	

- All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.
- Planting plans shall take precedence over plant list in case of discrepancies.
- No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and or deletions to the plant material must be approved by the project engineer.
- Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.
- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.
- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.
- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.
- Tree and shrub pits will be supplemented with "Agiform Pellets", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

PLANTING NOTES:

- Sod is to be grade "A" weed free.
 - All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratum' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.
 - Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.
 - Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.
 - Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.
 - Sod shall be watered immediately after installation to uniformly wet the soil to at least 2" below the bottom of the sod strips.
 - Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.
- GENERAL NOTES:**
- The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).
 - Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.
 - All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.
 - All planting plans are issued as directed for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.

SOD NOTES:



Cad Id: 2019-098

L-5

Sheet No.:

Drawn by: AM

Scale: See Lett

Date: 10/31/2019

Drawing Landscape Details

Member: A.S.L.A.

Lic. # LA0000393

Seal

NOV 18 2019

Revisions:

By:

Date:

Project:

FOUNDRY AUTO AUCTION

OPALOCKA, FLORIDA

LANDSCAPE DETAILS

W H

WITKIN HULTS

DESIGN GROUP

307 South 21st Avenue, Hollywood, Florida

phone: 954-923-9681 fax: 954-923-9689

www.witkindesign.com

**FIRST READING
ORDINANCE / PUBLIC
HEARING**

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: (Enter X in box)	Resolution	Ordinance X	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No X	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 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

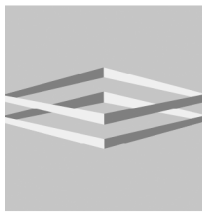
The Concrete Batching Plant operation will continue to obtain City Business Licenses and Certificate of Use. There is no significant financial impact.

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



**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 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

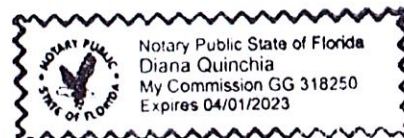
Sworn to and subscribed before me:

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

N00°00'00"E 220.00'

LOT 8, 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

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

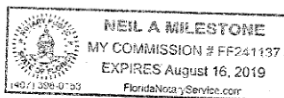
By: Kevin A. Goch, Member

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: _____

RESOLUTION NO. _____

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.

WHEREAS, Teen Up-Ward Bound, Incorporated ("Teen Up-Ward Bound") desires to lease and occupy space at 2105 Ali Baba Avenue, in the City of Opa-Locka, FL, also known as the "Cultural Arts Center"; and

WHEREAS, Teen Up-Ward Bound, Incorporated ("Teen Up-Ward Bound") provides support to children attending schools in Opa-Locka and the surrounding areas. The program offers homework assistance, literacy support by certified teachers, computer technology, field trips, transportation from school to the program site, and much more which is beneficial to many families in the City of Opa-Locka ("City"); and

WHEREAS, in addition to the many advantageous programs for the youth, Teen Up-Ward Bound will also offer academic enrichment, community resource services, mentorship, and family support services that are needed throughout the community; and

WHEREAS, the proposed term of the lease is three years with a monthly rent of Three Thousand, Eight Hundred Seventy-Five Dollars and Fifty Cents (\$3,875.50) for the first year. The rent payments will provide annual revenue to the City of Forty-Six Thousand, Five Hundred Six Dollars (\$46,506.00) per year. Base rent will be increased by three percent (3%) each year. The proposed start date of the lease is July 1, 2021. The tenant will pay for all utilities associated with the use of the property. With the lease starting on July 1, 2021, this will provide Eleven Thousand, Six Hundred Twenty-Seven Dollars (\$11,627.00) for Fiscal Year (FY) 2021 and Forty-Six Thousand, Eight Hundred Fifty-Five Dollars (\$46,855.00) for FY '22, including the impact of the three percent (3%) escalator as of July 1, 2022; and

WHEREAS, the City desires to enter into a Lease Agreement with Teen Up-Ward Bound, Incorporated for property located at 2105 Ali Baba Avenue, 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 Teen Up-Ward Bound, Incorporated for space located at 2105 Ali Baba Avenue, 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:	06.09.2021	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
				X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex: Provides rental income		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 Teen Up-Ward Bound, Inc. to occupy the facility located at 2105 Ali-Baba Avenue, Opa-locka, FL 33054.

Staff Summary:

Teen Up-Ward Bound, Inc. provides support to children attending schools in Opa-locka and the surrounding areas. The program offers homework assistance, literacy support by certified teachers, computer technology, field trips, transportation from school to program site, and much more which is beneficial to many families in the City of Opa-locka.

In addition, to the many programs that are advantageous to the youth, Teen Up-Ward Bound will also offer academic enrichment, community resource services, mentorship, and family support services which are needed in the community.

Financial Impact: The term of the lease is three years with annualized revenue of \$46,506 in the first year and a 3% escalator for each of the second and third years. With the lease starting on July 1, 2021, this will provide \$11,627 for FY 21 and \$46,855 for FY 22, including the impact of the 3% escalator as of July 1, 2022. The tenant will pay for all utilities associated with the use of the property.

Proposed Action:

The City Manager recommends approval.

Attachment:

1. Draft Lease Agreement



2105 Ali Baba Ave. Building

EXHIBIT A



FIRST FLOOR

SECOND FLOOR

Lease Agreement

Teen Up-Ward Bound, Inc.
DATE OF LEASE COMMENCEMENT:
As of July 1, 2021

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** Teen Up-Ward Bound, Inc.
- C. ADDRESS OF LEASED PREMISES:** 2105 Ali-Baba Avenue, Opa-locka, FL 33054
- D. LEASED PREMISES:** 4,044 rentable sq. ft.
- E. LEASE DATE:** July 1, 2021
- F. LEASE TERM:** Three (3) years
- G. RENT:** (4,044 sq. ft.) Base rent is \$11.50 per sq. ft. The rent shall be \$3,875.50 per month for year one (\$46,506.00 per year). Base rent will be increased by 3% each year.

H. MAINTENANCE:

Landlord will insure the building and will maintain the exterior and structure of the building, including the parking areas and sidewalks. Tenant shall pay for all electricity, water, and sewer 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.

- Maintenance and repair of the exterior of the Building and the Building grounds as listed in letter "H".

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 July 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: Teen Up-Ward Bound
 - 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
 - 1.1.5 LOT: The parcel of land at 2105 Ali-Baba Avenue, Opa-locka, Florida 33054, on which the Building is located
 - 1.1.6 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 4,044 square feet
 - 1.1.7 TERM COMMENCEMENT DATE: July 1, 2021
TERM EXPIRATION DATE: June 30, 2024
 - 1.1.8 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent is due on the first day of each month.
 - 1.1.9 SECURITY DEPOSIT: First and Last month rent = \$7,751.00
 - 1.1.10 PERMITTED USE: Afterschool Learning/Community Social Services
 - 1.1.11 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 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 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**".

4.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.3 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.

4.4 UTILITIES: Tenant shall pay for all utilities 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.

4.5 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.

5.1.1 Building Services: Landlord will furnish the following services to Tenant:

- (a) Automatically operated elevators

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 may be necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Tenant shall be responsible for the maintenance and upkeep of the outside of the Building. The Landlord shall be responsible for all repairs regarding 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, 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 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 insufficient 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:

_____ By: _____

Name: _____

TENANT: TEEN UP-WARD BOUND, INC.

Witness:

_____ By: _____

Name: _____

As To Legal Sufficiency and Form

Burnadette Norris-Weeks, City Attorney
City of Opa-locka

DRAFT

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 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.
3. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
4. 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.
5. 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.
6. 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.
7. 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.

8. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
9. 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.

Teen Up-Ward Bound, Inc follows the COVID-19 guidelines from the Centers for Disease Control and Miami Dade County concerning students at camps.

These guidelines are up-dated regularly and programming is subject to change accordingly.

Hours of Operation

Office Hours	8am-6pm (Hours Vary according to services rendered)
Student Camp hours	Afterschool - 1pm to 6pm
	Summer - 7:30am to 6:00pm (Monday – Friday)
	Weekend (hours vary according to activity)
Community Social Services	
	Times and Days (TBA)

Services

- Academy and Enrichment
- Community Resource Services
- Mentorship
- Family Support Services



Afterschool

Scope of Services

AFTER-SCHOOL PROGRAMS AND SUMMER CAMPS

1. PROGRAM DESCRIPTION

The Teen Upward Bound Program (TUB) provides high quality after school and summer camp programs for elementary and middle school students attending schools in Opa-locka and/or surrounding communities. Students are provided access to out-of-school programs that not only promote and support their learning out of school, but also their engagement in activities that develop their physical well-being and life skills acquisition.

Program Timeframe: Year Round

2. PARTICIPANTS

School-Year	Slots
Slots (number)	40
Children With Disabilities Slots (percent of actual slots)	10%
Summer	Slots
Slots (number)	75
Children With Disabilities Slots (percent of actual slots)	10%

3. ACTIVITIES

School-Year Activity Name & Description	Site/Group Variance
LITERACY	

School-Year Activity Name & Description	Site/Group Variance
A differentiated instruction approach is implemented to facilitate the delivery of literacy services using evidence-based curricula (or strategies) to improve oral reading fluency for participants through 3rd grade and comprehension for grades 4 and up. Student assessments are used to identify literacy readiness followed by instruction that is matched to the academic needs and learning styles of each participant. Based on pre-tests, students are grouped into three levels: mastery; instructional; or frustrational. Participants at the mastery and instructional levels take part in individualized reading enrichment activities whereas participants at the frustrational level receive individualized instructional supports. The literacy component will be facilitated using Playbooks Reader's Theater curriculum. Playbooks Reader's Theater is a fun, interactive, role-play reading program that utilizes enhanced multi-leveled and color-coded materials to develop oral reading fluency via guided repeated reading strategy. Reader's theater is reading a story aloud, like a play, without memorization, props or a stage. Students are assigned a character role and read their part with expression, meaning and enthusiasm. This is best done in small non-threatening groups of students so students can become practiced at their roles prior to standing in front of a group or audience. Repeated readings in multi-leveled small groups (mastery, instructional, and frustrational) provide the practice of "Repeated Guided Oral Reading" which a proven method of building reading fluency. Plays come with built-in strategies to help students read better. The acting out of story dialogue compels readers to work more closely with the text to interpret and project meaning into the experience. As a result, students show improvement in vocabulary, comprehension, and retention. Strong reading and comprehension skills are the cornerstone for a successful educational experience. Reader's theater is a well-known fluency building strategy that	

School-Year Activity Name & Description	Site/Group Variance
engages and entertains students while they learn and improve their skills.	
PHYSICAL ACTIVITY & FITNESS Activities implemented are structured and promote fitness, fun, teamwork, cooperative play, and keep participants vigorously moving. A variety of activities are offered to encourage the involvement of participants at all skill levels and abilities. Each site will instruct students using the Evidence-Based "SPARK" curriculum.	
HOMEWORK ASSISTANCE Assistance is provided in an environment conducive to completing academic tasks with materials readily available. Staff provide continuous motivation, strategies, and feedback that encourage skill-building and homework completion. In addition, staff facilitate communication to link the participant's parents, school teachers, and after-school program. Participants who do not have assigned homework will read for 30 minutes or complete I-Ready assignments on computer	
LIFE SKILLS Character Matters (CM) is a social skills development program designed to identify, reinforce, and assess character education concepts in physical education and physical activity settings. Character Matters initiates' personal growth and exploration, fosters cooperative relationships, and encourages positive academic behaviors. Staff will continue to be trained in Behavior	

School-Year Activity Name & Description	Site/Group Variance
Management to learn practical, effective, and research-based strategies for managing challenging behaviors; to identify why children engage in disruptive behaviors and practice managing the behaviors, using effective behavioral strategies; and encouraging appropriate behaviors to teach the importance of observation and how to implement practical strategies for increasing positive behavior in all children. Strategies include managing transitions, classroom rules, and schedules, consequences, creating a behavior plan and identifying strategies for selecting reinforcers to increase positive behaviors.	
FAMILY ENGAGEMENT Families attend quarterly parent meetings, family events, family reading night, and volunteer at Teen Up-Ward Bound, Inc. (TUB) events such as field trips and special camp events. Families participate in "Say No to Drugs" Week, Health and Wellness Initiatives, Culture Diversity Events and Annual Agency Celebrations. During "Say No to Drugs" Week parents will be asked to sign and recite a pledge to be drug free at the week's finale event. Families are encouraged to join the Parent Advisory Committee and coordination and marketing of events thru phone calls, emails, and community outreach. A "Family Welcome and Information Board" is available to families for calendar of community events, resources and partnering events and services are advertised . Parents are provided a Parent Handbook that states program mission and objective, policy and procedures, client rights, hours of operation, and partnership information.	
FIELD TRIPS	

School-Year Activity Name & Description	Site/Group Variance
Field trips increase engagement in the program and give participants the opportunity to experience new educational, cultural, and environmental experiences. The selected field trip sites and experiences are aligned to the curricula, activities, and outcomes of the program and may include local library, museums, galleries, and parks.	
FREE CHOICE Students are able to choose from a variety of developmentally-appropriate activities including indoor and outdoor active play, board games, card games, computer activities, arts and crafts; and social interactions including circle discussions, free style dance, and music enjoyment. Students can participate in individual and group activities	

Summer Activity Name & Description	Site/Group Variance
LITERACY A differentiated instruction approach is implemented to facilitate the delivery of literacy services using evidence-based curricula (or strategies) to improve oral reading fluency for participants through 3rd grade and comprehension for grades 4 and up. Student assessments are used to identify literacy readiness followed by instruction that is matched to the academic needs and learning styles of each participant. Based on pre-tests, students are grouped into three levels: mastery; instructional; or frustrational. Participants at the mastery and instructional levels take part in individualized reading enrichment activities whereas participants at the	

Summer Activity Name & Description	Site/Group Variance
frustrational level receive individualized instructional supports. The literacy component will be facilitated using Playbooks Reader's Theater curriculum. Playbooks Reader's Theater is a fun, interactive, role-play reading program that utilizes enhanced multi-leveled and color-coded materials to develop oral reading fluency via guided repeated reading strategy. Reader's theater is reading a story aloud, like a play, without memorization, props or a stage. Students are assigned a character role and read their part with expression, meaning and enthusiasm. This is best done in small non-threatening groups of students so students can become practiced at their roles prior to standing in front of a group or audience. Repeated readings in multi-leveled small groups (mastery, instructional, and frustrational) provide the practice of "Repeated Guided Oral Reading" which a proven method of building reading fluency. Plays come with built-in strategies to help students read better. The acting out of story dialogue compels readers to work more closely with the text to interpret and project meaning into the experience. As a result, students show improvement in vocabulary, comprehension, and retention. Strong reading and comprehension skills are the cornerstone for a successful educational experience. Reader's theater is a well-known fluency building strategy that engages and entertains students while they learn and improve their skills.	
PHYSICAL ACTIVITY & FITNESS Activities implemented are structured and promote fitness, fun, teamwork, cooperative play, and keep participants vigorously moving. A variety of activities are offered to encourage the involvement of participants at all skill levels and abilities.	

Summer Activity Name & Description	Site/Group Variance
Each site will instruct students using the Evidence-Based "SPARK" curriculum. SPARK will be provided daily in combination with sport and recreational activities improving the quantity and quality of physical activity by focusing on activities that develop and improve motor skills, movement knowledge, social and personal skills. Staff will encourage fitness, fun, sportsmanship, teamwork, cooperative play, playing fair, rules, consequences, and self-esteem. Activities are modified and adapted as needed to accommodate all children. Program is prepared to provide the following accommodations as dictated by each child's disability: sports wheelchairs, Velcro straps, splints, balance supports, adapted sports equipment, aquatic buoyancy devices, and aquatic pool lift. FITNESS /SPORTS Physical fitness skills to decrease obesity and promote healthy lifestyles is the focus of this activity. Students will receive basic life skills training, and physical fitness activities. These services will enhance the students by teaching them the skills needed to lead a healthy lifestyle. Sports is a tool used to demonstrate teamwork, persistence and conflict resolution. The relationship of the sports instructor and other professional athletes will enhance the mentorship program by developing positive change of attitudes in the students. These positive activities will also reduce stress and teach the students anger management principles.	
FAMILY ENGAGEMENT	

Summer Activity Name & Description	Site/Group Variance
Multiple events, activities or workshops are held to help promote family involvement where children, family, and program staff can engage in meaningful activities: Parent Night, Parent and Family Workshop, Family Day, Health Fairs, and evening sport events. Families are encouraged to attend two parent meetings during 8 weeks of summer camp, End of The Summer Showcase, Family Fun Day, or volunteer at Teen Up-Ward Bound, Inc. (TUB) events such as field trips and special camp events. Some families join the Parent Advisory Committee and in coordination of the events and marketing of events thru phone calls, emails, and community outreach.	
FIELD TRIPS Field trips increase engagement in summer program. It exposes participants to unique educational, cultural and environmental experiences. With parental consent, participants will attend one field trip per week for 8 weeks. Field trips are directly related to curriculums and enrichment activities.	
SUPERVISED FREE CHOICE Students are able to choose from a variety of developmentally-appropriate activities including indoor and outdoor active play, board games, card games, computer activities, arts and crafts; and social interactions including circle discussions, free style dance, and music enjoyment. Students can participate in individual and group activities.	
FINANCIAL LITERACY	

Summer Activity Name & Description	Site/Group Variance
TUB's Teen Entrepreneurship Program targets financial incompetency among youth in Opa-Locka and Miami Gardens. The program offers Entrepreneurship classes for financial literacy and Physical Fitness through exercise/team sports. Each component relies upon the other for successful outcomes. The program promotes sound financial decision-making, effective management of personal finances, teamwork and fitness. The program will be offered twice weekly for 39 weeks to 30 students mainly during the summer hours and expanding to year-round. OUTREACH AND ENGAGEMENT The target populations students in Opa-Locka (33054, 33055, 33056), where TUB has been providing services in these communities for 20 years. Student participants from these communities are referred by past students and stakeholders. TUB uses social media for outreach and marketing: Facebook, Instagram, cohort websites, e-blast and "word of mouth." TUB is a member of the Equity and Advocacy Collective with members connected to a wealth of partners and members that provide student and family referrals. Tub works with schools PTSA's, scouting groups, local churches, community organizations, local newspapers and college alumni groups.	



Current Mailing Address:

717 OPA-LOCKA BLVD
OPA-LOCKA, FL 33054 US

FEI Number: 65-1094606**Certificate of Status Desired: Yes****Name and Address of Current Registered Agent:**

RUSSELL, JANNIE L
717 OPA-LOCKA BLVD
OPA-LOCKA, FL 33054 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title SECRETARY, TREASURER
Name SHARPE, SHANTAY
Address 717 OPA-LOCKA BLVD
City-State-Zip: OPA-LOCKA FL 33054

Title CHAIRMAN
Name CLARK, ANDRIANA
Address 717 OPA-LOCKA BLVD
City-State-Zip: OPA-LOCKA FL 33054

Title DIRECTOR
Name HENDERSON, ARMEN
Address 717 OPA-LOCKA BLVD
City-State-Zip: OPA-LOCKA FL 33054

Title DIRECTOR
Name LOVELL-BURNETT, FIOLINA
Address 717 OPA-LOCKA BLVD
City-State-Zip: OPA-LOCKA FL 33054

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHANTAY SHARPE**BOARD SECRETARY****04/21/2021**

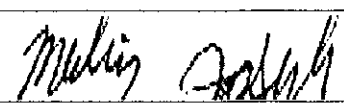
Electronic Signature of Signing Officer/Director Detail

Date

... 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 Joseph Insurance Group 3600 S. State Rd 7 Ste. 9 Miramar, FL 33023 Phone (954) 367-6005 Fax (954) 981-0144		CONTACT NAME: PHONE (A/C, No, Ext): (954) 367-6005 FAX (A/C, No): (954) 981-0144 E-MAIL: merl@josephinsurancegroup.com ADDRESS:																						
INSURED Teen Upward Bound 717 OPA LOCKA BLVD OPA LOCKA FL 33054		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td colspan="2">GIC UNDERWRITERS , INC</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	GIC UNDERWRITERS , INC		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse and Molestation ☒ Hired & Non-owned Auto GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER Professional E&O		NPP1597061	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 1,000,000.00
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
		MED EXP (Any one person) \$ 5,000.00				
		PERSONAL & ADV INJURY \$ 1,000,000.00				
						GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Location : 215 N Perviz avenue opa locka, FL 33054 is covered on the same policy and insured with the same coverages from insurer A.						

CERTIFICATE HOLDER	CANCELLATION
The City Of Opa Locka 780 Fisherman Street Opa Locka, FL 33054	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 

ACORD 25 (2016/03) QF

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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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:																						
INSURED TEEN UPWARD BOUND, INC. 717 Opa-Locka Blvd., Opa Locka FL 33054		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Associated Industries Insurance Company, Inc.</td> <td>23140</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Associated Industries Insurance Company, Inc.	23140	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 1988016

REVISION NUMBER:

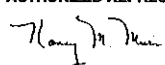
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	AWC1166829	05/29/2021	05/29/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The City of Opa Locka 480 Fisherman Street Opa FL 33054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6779863

RECEIPT NO.

RENEWAL

7053465

BUSINESS NAME/LOCATION

TEEN UP WARD BOUND INC

717 OPA LOCKA BLVD

OPA LOCKA, FL 33054



EXPIRES

SEPTEMBER 30, 2021

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

TEEN UP WARD BOUND INC

C/O JANNIE RUSSELL

SEC. TYPE OF BUSINESS

173

NON-PROFIT CHAR /

REL / EDUC

C11MD1858

**PAYMENT RECEIVED
BY TAX COLLECTOR**

0.00 10/22/2020

FPPU08-21-000438

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



SECOND READING ORDINANCES / PUBLIC HEARINGS

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: City Manager

ORDINANCE NO. 21-XXX

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

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2020-2021 fiscal year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 20-16, on September 23, 2020, and as amended by passage of Budget Amendment# 1, Ordinance 20-22 and Budget Amendment# 2, Ordinance 21-04; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission desires to amend its 2020-2021 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2020, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2020-2021, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2020-2021.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2020, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2020, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 26th day of May, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Ordinance No. 21-XX

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:	Robert Anathan		Department Director Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	June 9, 2021		Item Type:		
			<i>(Enter X in box)</i>		
Fiscal Impact:	Yes	No	Ordinance Reading:		
<i>(Enter X in box)</i> N/A	X		<i>(Enter X in box)</i>		
			Public Hearing:		
			<i>(Enter X in box)</i>		
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:		
<i>Account# :</i>	See Attachments		<i>(Enter X in box)</i>		
				Yes	No
				X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:		
<i>(Enter X in box)</i>		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:	
<i>(Enter X in box)</i>		X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	<i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	
			City Manager's Office		

Short Title:

FY 21 Budget Amendment #3 – Second Reading

Staff Summary:

Issue: Budget Amendment #2 was adopted on January 27, 2021. Since then the City's requirements have significantly evolved, creating the need for another budget amendment. Staff recommends that the City Commission approve Budget Amendment #3 on second reading.

Background: The City's FY 21 budget of \$45.8 million was adopted on September 22, 2020. On November 19, 2020, FY 21 Budget Amendment #1 was approved, increasing the budget by \$4.4 to a new total of \$50.2 million. Most of this increase was attributable to a CARES Act program to provide qualified resident with food cash cards (\$1.1 million and fully reimburseable) and rollover projects (approved and funded in FY 20, but moved to FY 21 since the projects weren't completed in FY 20 - \$3.9 million). The overall increase was less due to savings, the use of Contingency, and reimbursement related to the CARES Act program.

On January 27, 2021, Budget Amendment #2 was approved, increasing the City's budget by \$1.4 million to \$51.6 million. This increase was primarily attributable to another \$0.6 million related to an expansion of the CARES Act, also fully reimbursable and another \$0.5 million of FY 20 rollover projects.

Current Activity: The following narrative discussing Budget Amendment #3 should be read in conjunction with the attachment titled "Budget Amendment #3 (Supports Agenda Cover Memo Narrative)" The first reading of Budget Amendment #3 on June 26, 2021 was approved with a 3 to 1 vote.

Since then, additional information has become available. For the first reading of Budget Amendment #3, a conservative estimate of \$1,714,150 of receipts from the County CARES Act program was utilized. Since then, it has been determined the City is receiving \$1,935,501 from this program, a \$221,351 increase. At the same time, additional needs have emerged resulting in a net increase in expenditures for Budget Amendment #3 of \$80,116.

The extensive details presented in the first reading are again attached to this agenda item for review if of interest. Additionally, there is now a second, much shorter, attachment to this agenda item presenting the highlights of the new information from the first reading.

Summary

The second reading of Budget Amendment #3 recommends a net expense increase of \$1.48 million dollars with various accounts to be increased by \$2.24 million, offset by \$0.76 million of savings in other accounts. This net increase in expenditure is recommended to be funded by \$1.33 million of net revenue (a \$2.04 million increase in revenue with \$0.71 million going into fund balance, leaving \$1.33 million available to fund increased expenditures) and the use of \$0.15 million of Contingency.

	(\$M)
<u>Expenditure</u>	
Expense	\$2.24
Savings	<u>(\$0.76)</u>
Net Expense	\$1.48
Transfer Out	<u>\$0.55</u> (To other funds)
Total Expenditure	\$2.03
 <u>Funding</u>	
Revenue	\$2.04
Add To Fund Balance	<u>(\$0.71)</u>
Net Revenue	\$1.33
Use Of Contingency	<u>\$0.15</u>
Total Funding Before Transfer In	\$1.48
Transfer In	<u>\$0.55</u> (From General Fund)
Total Funding	\$2.03

Detailed analysis is provided in the attachment "Analysis of Budget Amendment #3", including the Second Reading supplement.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendment.

Attachment:

1. Analysis of Budget Amendment #3, including attachment, including the Second Reading supplement.
2. Standard summary of the recommended budget amendment
3. Detailed information on each recommended amendment item (Exhibit "A")
4. Ordinance



Palmer Trinity School students Alejandro Ichiro Miyasaka, Alex Fumagalli, Javi Cervera, and Jackson Graeff are with Andrew Stein, center, during their \$700 check presentation in support of The Orphaned Starfish Foundation, which Stein founded.

FROM PAGE 4NW

SCHOOL SCENE

special recognitions. It is an honor to bestow this prestigious award upon such a well-deserving student-athlete.”

Ashley will be recognized during the 2021 College Football Playoff Semifinals at the Capital One Orange Bowl.

PALMER TRINITY SCHOOL

Palmer Trinity School students **Alejandro Ichiro Miyasaka, Javi Cervera, Jackson Graeff, and Alex Fumagalli** presented a \$700 check to **Andrew Stein**, founder and executive chairman of the **Orphaned Starfish Foundation**. The students raised funds through their business called **Ichiro's Cookies** to support the foundation.

The Orphaned Starfish Foundation was created to provide technology-based education, job training, and job placement assistance to orphans, victims

of abuse, survivors of trafficking, indigenous children, at-risk youth, and refugees. The organization helps children around the world with a focus on Latin America, Asia and Africa.

“We are very proud of the philanthropic leadership our amazing students have shown,” said **Patrick Roberts**, head of school. “This initiative demonstrates their drive and ingenuity to benefit vulnerable youth both locally and globally.”

Ichiro's Cookies was launched as part of Palmer Trinity School's Social Entrepreneurship class, which was created in 2014 to equip students with the skills and experiences needed to design, launch, and run their own social change and environmental innovation ventures.

CARROLLTON SCHOOL OF THE SACRED HEART

Isabela Delgado, a

student at **Carrollton School of the Sacred Heart**, was named a fellow in the inaugural class of **The Hafize Gaye Erkan First Republic Fellowship Program**. The program selects 10 ninth-grade students from The National



Isabela Delgado

Coalition of Girls' Schools member schools and awards them a \$5,000 grant per year of their high school education toward STEM services and programs.

Isabela is a member of several organizations at her school, including the Underwater Remote Operating Vehicle Robotics team and the founder of the Power of Play Club. She also competed in the Dream in Green Design and Build Competition, where she designed and built an architectural model addressing sea-level rise in Miami.



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 9, 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 HEARINGS:

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

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; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on May 26, 2021).

RESOLUTION/PUBLIC HEARING:

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.

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 9, 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

Analysis Of Budget Amendment #3 – Second Reading Supplement

General Fund – CARES Act

Second Hearing Update – Based on a payment recently received from the County, the conservative estimate of \$1,714,150 presented in the First Hearing has been increased by \$221,351 to \$1,935,501. \$100,000 of the increase has been allocated to General Fund Contingency and the remainder, \$121,351, has been added to General Fund Available Fund Balance, increasing the addition to \$835,501. It should be remembered that any Contingency not required during the year will become additional General Fund Available Fund Balance at the end of the year.

General Fund – Other

Second Hearing Update – \$106,616 of additional expense was added, partially offset by \$30,300 of savings, for a net increase of \$76,316. The more significant additions include the following:

- \$43,316 Four additional Maintenance Workers for the Roads and Streets division for the Beautification program.
- \$25,000 Increased gasoline cost due to sharply increasing prices.
- \$23,000 Ingram Park bathroom rehabilitation.
- \$10,000 Sergeant exam material.
- \$ 5,300 Three miscellaneous items.

Water-Sewer Fund

Second Hearing Update – \$3,000 has been added to fund an under-budgeted mobile light tower.

Stormwater Fund

Second Hearing Update – \$800 has been added for additional Special Supplies

Information Technology Services Fund

Second Hearing Update – \$12,000 for telephone services.

Safe Neighborhood Capital Improvement Plan (CIP) Fund

Second Hearing Update – \$3,000 added for an upgraded smoke detection system required by the Miami-Dade Fire Department.

Analysis Of Budget Amendment #3 – First Reading

This analysis will focus on the categories identified in the attached schedule titled “Budget Amendment #3 (Supports Agenda Cover Memo Narrative)”

General Fund – CARES Act

The City will receive \$1,714,150 from the County CARES Act program for City efforts expended in addressing pandemic issues. Of the total, \$1,000,000 has been added to General Fund Contingency while the remainder, \$714,150, has been assigned to General Fund Available Fund Balance, consistent with the City’s requirement to restore this important financial measurement to an appropriate level as part of the City’s exiting from financial emergency status. This reimbursement is different than the approximately \$1.6 million reimbursement the City will receive for purchasing and distributing food cash cards in November and December.

General Fund – Other

Additional expenditures of \$641,874 are recommended, offset by \$125,050 of savings, primarily coming from vacancies experienced so far this year. The more significant of these expenditures include the following:

- \$93,000 Finance additional consultant requirements. This is being funded from savings from vacant positions in this department.
- \$64,624 Building Maintenance Department FY 20 encumbrances not previously rolled over into FY 21. Since these encumbered funds weren’t spent in FY 20, they ended up in fund balance, which will now be used to fund these open purchase orders.
- \$50,000 Terminal leave payout. The size of the accumulated leave payout due employees has been recognized as an issue for a while. Several long-time employees have departed this year, significantly impacting this account. This recommended increase will bring this account to \$205,000. Over the past three years the average charge to this account has been less the \$20,000.
- \$38,000 Crime scene vehicle and equipment, funded primarily by a \$31,076 DOJ grant
- \$37,000 Additional streetlight electricity charges. More new lights were installed than originally proposed.
- \$30,000 Cost of water used by the City. At the end of the FY 20, the City started receiving water bills for two accounts not previously being billed.
- \$25,100 IRS settlement in regard to whether City police working for other organizations while off-duty are deemed to be City employees while performing these services.
- \$24,900 Consultant to develop an employee pay plan, consistent with an Operational Audit recommendation.

\$24,000	Temporary employee to assist Finance in getting caught up.
\$15,000	Increase to Road & Streets for unbudgeted pressure cleaning and emergency road repairs.
\$20,000	Sherbondy exercise room equipment.
\$14,000	City Clerk temporary staffing to assist due to vacant Deputy position. Funded from compensation savings from the vacant position.
\$13,400	Replacement of the air conditioning unit at the Public Works building.
\$13,000	Property tax payment on City property previously sold, but due to a deed issue, still indicated as City property by the Property Appraiser. Current owner will reimburse \$12,500.
\$13,000	Ingram Park awnings replacement.
\$12,500	Automated sandbag filling equipment
\$12,000	Ingram Park Athletic Building roof repair.
\$11,000	Correct pump and service line issues for the Sherbondy pool
\$10,500	Police rental of containers for control of seized assets.
\$10,000	Program to incentivize residents to report illegal dumping.
\$10,000	Replacement of two failing air conditioning units at Ingram Park.
\$10,000	Cairo Lane camera system to control illegal dumping
\$10,000	Additional Police vehicle lease, including front-end charges.
\$10,000	Parks & Recreation long-range lightning detection system.
\$70,850	32 other line items averaging \$2,214 per item.

As indicated in the attachment, the General Fund will also provide \$554,500 of transfer-out funding to the Risk Management, IT, Safe Neighborhood and Town Center Funds. A reminder that although this impacts General Fund cash, it has no impact on total City expenditures since these transfers are reflected as expenditures in the four recipient funds.

The General Fund Other budget amendment is funded by the following

\$ 43,576	Revenue from two small grants.
\$ 64,624	Fund balance from the previously mentioned rollover of Building Maintenance Department FY 20 encumbrances.
\$963,124	Contingency, using nearly all of the \$1.0 million contingency made available from receipt of the County CARES Act funding.

Water-Sewer Fund

Additional expenditures of \$647,500 are recommended, offset by \$447,600 of savings, primarily coming from deferring other projects. The more significant of these expenditures include the following:

- \$220,000 Manhole relining project to reduce inflow and infiltration.
- \$200,000 Sewer system modeling to satisfy a DERM requirement.
- \$ 75,000 Increased legal counsel engaged to represent the City in the current billing case, based on year-to-date run rate.
- \$ 62,000 This fund's share of continuation of the financial consultants through the third quarter of this fiscal year
- \$ 25,000 Emergency sewer repair -- 22nd Avenue
- \$ 24,000 Lift station pumps to replace a failed pump and a spare back up.
- \$ 20,000 Increased County utility billing charges.
- \$ 21,500 Seven other line items averaging \$3,071 per line item

These items will be funded from this fund's Contingency

Stormwater Fund

Additional expenditures of \$181,000 are recommended, offset by \$131,200 of savings, coming from deferring a project. This amendment is composed of two line items:

- \$166,000 This fund's share of the 131st Street drainage project with the roadway portion (\$40,000) in the Safe Neighborhood fund.
- \$ 15,000 Increase in the Other Professional Services budget to permit additional engineering consultant services if the need should arise.

The portion of this recommendation not funded from savings (\$49,800) will be funded through the first phase of a CDBG grant.

Risk Management Fund

Additional expenditures of \$290,600 are recommended, essentially all funded by a transfer from the General Fund as previously described.

- \$290,000 This is a workers compensation issue. When Florida Municipal Insurance Trust (FMIT) guidance was requested last spring for budgeting purpose, the City was informed that workers compensation rates would be flat. This failed to take into account the City's bad workers compensation history, which is considered when setting rates. The rate provided at the end of August created a \$163,000 budget shortfall. A three-year rolling history is used in setting rates.

FY17 was a very bad year and will fallout of the computation of future year workers compensation rates.

There is also a workers comp audit in the spring each year which reviews the actual compensation and workers compensation classifications for the prior year versus what was previously provided when the rates were originally set. In recent years this audit has generated savings. This year's audit indicated that although total compensation was in line with what had previously been provided, there were several employees who had been incorrectly assigned low risk workers compensation codes. When higher risk codes were assigned to these employees, this generated another \$127,000 of additional charges.

Information Technology Services Fund

Additional expenditures of \$23,600 are recommended, funded from savings realized in the completion of other projects and an \$8,000 transfer in from the General Fund. This expenditure is primarily the hardware (\$15,000) required to activate OPATV and an additional \$5,000 to cover transition cost related to moving to a new internet provider.

Safe Neighborhood Capital Improvement Plan (CIP) Fund

Additional expenditures of \$185,500 are recommended. This will provide funding for the following projects:

- \$121,500 Historic fire station and HR building condition assessment and, if appropriate construction plans and bidding assistance.
- \$ 40,000 Roadway portion of the 131st Street drainage project.
- \$ 24,000 Replacement of air conditioning units at 2105 Ali Baba project

To fund these projects there will be a small (\$12,000) CDBG grant associated with the 131st St drainage project. The remainder of the funding (\$173,500) will be transferred from the General Fund as previously described.

Town Center Fund

Additional expenditures of \$83,000 are recommended. This will provide funding for the following projects:

- \$ 27,000 City is now being billed for water accounts not billed in FY 20.
- \$ 25,000 Sealing of leaking windows..
- \$ 12,035 Additional expenditure required to upgrade building's electrical system
- \$ 9,965 Mold remediation in IT area.
- \$ 9,000 Corrects budget error for cleaning services. Part of last year's charges were recorded in a separate account, resulting in FY 21 being under-budgeted.

The entire funding for these projects (\$83,000) will be transferred from the General Fund as previously described.

Special Law Enforcement Fund

Additional expenditures of \$63,500 are recommended. This will provide funding for the following projects:

- \$ 54,000 Package to provide guidance in rewriting Police Department operational manual.
- \$ 9,500 Second Police dog.

The entire funding for these projects will come from this fund's available fund balance.

**Budget Amendment # 3 Summary - Second Reading
(Supports Agenda Cover Memo Narrative)**

	Gen Fund CARES Act	Gen Fund Other	Water Sewer Fund	Storm Water Fund	Risk Mgmt Fund	IT Fund	Safe Neigh Fund	Town Center Fund	Special Law Fund	Total Ex CARES Act	Total
<u>Expenditure</u>											
Expense	-	748,490	650,500	181,800	290,600	35,600	188,500	83,000	63,500	2,241,990	2,241,990
Savings	-	(155,350)	(450,600)	(131,200)	(600)	(27,600)				(765,350)	(765,350)
Net	-	593,140	199,900	50,600	290,000	8,000	188,500	83,000	63,500	1,476,640	1,476,640
Transfer Out	-	557,500	-	-	-	-	-	-	-	557,500	557,500
Total	-	1,150,640	199,900	50,600	290,000	8,000	188,500	83,000	63,500	2,034,140	2,034,140
<u>Funding</u>											
Revenue	(1,935,501)	(43,576)	-	(49,800)	-	-	(12,000)			(105,376)	(2,040,877)
Fund Balance	835,501	(64,624)	-	-	-	-			(63,500)	(128,124)	707,377
Net	(1,100,000)	(108,200)	-	(49,800)	-	-	(12,000)	-	(63,500)	(233,500)	(1,333,500)
Contingency	1,100,000	(1,042,440)	(199,900)	(800)	-	-				(1,243,140)	(143,140)
Total	-	(1,150,640)	(199,900)	(50,600)	-	-	(12,000)	-	(63,500)	(1,476,640)	(1,476,640)
Transfer In	-	-	-	-	(290,000)	(8,000)	(176,500)	(83,000)		(557,500)	(557,500)
Total	-	(1,150,640)	(199,900)	(50,600)	(290,000)	(8,000)	(188,500)	(83,000)	(63,500)	(2,034,140)	(2,034,140)

FY 21 Budget Amendment #3 - Second Reading

	Gov Funds	Enterprise Funds			Total
	Governmental Funds	Water Sewer Fund	Storm Water Fund	Total Enterprise Funds	Total Funds
<u>Budget Thru Amend #2</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	30,093,136	13,849,848	1,853,376	15,703,224	45,796,360
Fund Balance	2,526,820	874,813	2,050,592	2,925,405	5,452,225
Total Funding	32,619,956	14,724,661	3,903,968	18,628,629	51,248,585
Expenditure	32,619,956	14,724,661	3,903,968	18,628,629	51,248,585
<u>Amendment #3</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	2,545,577	-	49,800	49,800	2,595,377
Fund Balance	(707,377)	-	-	-	(707,377)
Total Funding	1,838,200	-	49,800	49,800	1,888,000
Expenditure	1,838,200	-	49,800	49,800	1,888,000
<u>Budget Thru Amend #3</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	32,638,713	13,849,848	1,903,176	15,753,024	48,391,737
Fund Balance	1,819,443	874,813	2,050,592	2,925,405	4,744,848
Total Funding	34,458,156	14,724,661	3,953,768	18,678,429	53,136,585
Expenditure	34,458,156	14,724,661	3,953,768	18,678,429	53,136,585

FY 21 Budget Amendment #3 - Second Reading

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget - Thru Amend #2 Funding</u>										
Revenue/Loans/Trans In	18,928,586	1,046,910	987,280	1,938,140	807,469	3,011,857	-	2,659,159	713,735	30,093,136
Fund Balance	1,601,654	-	-	883,166	-	-	42,000	-	-	2,526,820
Total Funding	20,530,240	1,046,910	987,280	2,821,306	807,469	3,011,857	42,000	2,659,159	713,735	32,619,956
Expenditure	20,530,240	1,046,910	987,280	2,821,306	807,469	3,011,857	42,000	2,659,159	713,735	32,619,956
<u>Amendment #3 Funding</u>										
Revenue/Loans/Trans In	1,979,077	-	185,500	-	83,000	-	-	290,000	8,000	2,545,577
Fund Balance	(770,877)	-	-	-	-	-	63,500	-	-	(707,377)
Total Funding	1,208,200	-	185,500	-	83,000	-	63,500	290,000	8,000	1,838,200
Expenditure	1,208,200	-	185,500	-	83,000	-	63,500	290,000	8,000	1,838,200
<u>Budget Thru Amend #3 Funding</u>										
Revenue/Loans/Trans In	20,907,663	1,046,910	1,172,780	1,938,140	890,469	3,011,857	-	2,949,159	721,735	32,638,713
Fund Balance	830,777	-	-	883,166	-	-	105,500	-	-	1,819,443
Total Funding	21,738,440	1,046,910	1,172,780	2,821,306	890,469	3,011,857	105,500	2,949,159	721,735	34,458,156
Expenditure	21,738,440	1,046,910	1,172,780	2,821,306	890,469	3,011,857	105,500	2,949,159	721,735	34,458,156

FY 21 Budget Amendment #3 - Second Reading

General Fund

	Budget Thru Amend #2	Amendment #3	Budget Thru Amend #3
<u>Funding</u>			
Revenue/Loans/Trans In	18,928,586	1,979,077	20,907,663
Fund Balance	1,601,654	(770,877)	830,777
Total Funding	20,530,240	1,208,200	21,738,440
<u>Expenditure</u>			
Commission	127,281	7,300	134,581
City Manager	609,331	800	610,131
General Fund Non-Department	8,078,034	750,160	8,828,194
Human Resources	313,717	5,400	319,117
Clerk	403,320	-	403,320
Attorney	645,000	-	645,000
Finance	883,638	29,000	912,638
Planning & Community Dev	292,922	1,000	293,922
Building & Licenses	420,825	-	420,825
Parks & Recreation	737,842	62,000	799,842
Police	5,139,442	109,700	5,249,142
Code Enforcement	329,280	1,000	330,280
Public Works - Admin	360,789	1,000	361,789
Public Works - Bldg Maintenance	587,559	123,024	710,583
Public Works - Streets	734,275	117,816	852,091
Public Works - Trash	186,886	-	186,886
Public Works - Vehicle Maintenance	680,099	-	680,099
Total Expenditure	20,530,240	1,208,200	21,738,440

FY 21 Budget Amendment #3 - Second Reading

#	Amendment Details				Budget	Adj	Revised	
1	Re-imbursement - County CARES Act Program							
	Gen Fund	Rev	001-TBD	County CARES Act Program	-	1,714,150	1,714,150	Reimbursement from County CARES Act Program for City operating expense. \$500,000 added to Contingency for availability for unplanned operating expenditure. \$1.2 million used to restore fund balance to address long-term requirement to exit State control.
	Gen Fund	Fnd Bal	001-383010	Transfer-In, Fund Balance *	-	(714,150)	(714,150)	
	Non-Dept	Exp	19-519390	Contingency	1,038,664	1,000,000	2,038,664	
	* Negative number indicates ADDITION to fund balance rather usage of fund balance							
2	Sherbondy - Weight Room Equipment							
	Prk & Rec	Exp	72-572640	Machinery & Equipment	-	20,000	20,000	Weight room equipment for Sherbondy
	Non-Dept	Exp	19-519390	Contingency *	2,038,664	(20,000)	2,018,664	
	* Budget adjusted due to prior items							
3	Ingram Park -Awning Replacement							
	Prk & Rec	Exp	72-572630	Improvement Other Than Bldg	-	13,000	13,000	Ingram Park awnings require replacement
	Non-Dept	Exp	19-519390	Contingency *	2,018,664	(13,000)	2,005,664	
	* Budget adjusted due to prior items							
4	Parks & Recreation - Minor Building Repairs							
	Prk & Rec	Exp	72-572461	Building Repair & Maintenance	-	4,000	4,000	Provision for minor building repairs
	Non-Dept	Exp	19-519390	Contingency *	2,005,664	(4,000)	2,001,664	
	* Budget adjusted due to prior items							
5	Terminal Leave Payout							
	Non-Dept	Exp	19-581922	Leave Payout Reserve	155,000	50,000	205,000	Continuation of long-time employees departing
	Non-Dept	Exp	19-519390	Contingency *	2,001,664	(50,000)	1,951,664	
	* Budget adjusted due to prior items							
6	PW - Streets - Street Lights							
	PW - Strt	Exp	41-541430	Electricity, Gas & Water	131,000	37,000	168,000	New brighter high efficiency street lights increased expense. More lights were added than originally proposed.
	Non-Dept	Exp	19-519390	Contingency *	1,951,664	(37,000)	1,914,664	
	* Budget adjusted due to prior items							
7	PW - Trash - Illegal Dumping Reporting Incentive Program							
	PW - Trash	Exp	50-534493	General Expense	-	10,000	10,000	Program to incentivize residents to identify illegal dumpers
	PW - Trash	Exp	50-541431	Disposal Of Illegal Dumping	88,537	(10,000)	78,537	

FY 21 Budget Amendment #3 - Second Reading

#	Amendment Details				Budget	Adj	Revised	
8	<u>Red Light Camera Rental / Violator Contact Fees</u>							
	Non-Dept	Exp	19-512497	Red Light Camera Service (ATS)	386,400	5,000	391,400	Miscellaneous violator mail contact expense increasing
	Non-Dept	Exp	19-519390	Contingency *	1,914,664	(5,000)	1,909,664	
	* Budget adjusted due to prior items							
9	<u>Commission - Travel Budget</u>							
	Comm	Exp	10-511400	Travel	3,500	6,500	10,000	To fund increased presence at Tallahassee to advocate for City issues
	Non-Dept	Exp	19-519390	Contingency *	1,909,664	(6,500)	1,903,164	
	* Budget adjusted due to prior items							
10	<u>Commission - Clothing</u>							
	Comm	Exp	10-511521	Clothing / Uniforms	900	400	1,300	Additional clothing to support City branding
	Non-Dept	Exp	19-519390	Contingency *	1,903,164	(400)	1,902,764	
	* Budget adjusted due to prior items							
11	<u>Risk Management - Training & Membership Fees</u>							
	Risk	Exp	84-513541	Educational Costs	-	300	300	Risk Manager training & professional memberships
	Risk	Exp	84-513540	Pubs/Subscriptions/Memberships	-	300	300	
	Risk	Exp	84-513452	General Liability - Deductible	150,000	(600)	149,400	
12	<u>Information Technology - Membership Fees</u>							
	IT	Exp	85-512540	Pubs/Subscriptions/Memberships	-	200	200	Professional membership - Florida Local Government Information Systems Assoc.
	IT	Exp	85-512528	Software Licensing	220,827	(200)	220,627	
13	<u>Vehicle Maintenance - Uniform Rental</u>							
	Veh Mnt	Exp	49-541341	Uniform Rental/Laundry	936	1,050	1,986	Minor under budgeted. Offset by vacant position savings
	Veh Mnt	Exp	49-541120	Salaries-Regular	155,445	(1,050)	154,395	
14	<u>Police Admin</u>							
	Pol Admin	Exp	36-521493	General Expenses	-	1,000	1,000	Minor charges not budgeted.
	Pol Admin	Exp	36-521528	Software Maintenance	128,841	(1,000)	127,841	
15	<u>Streets - Operating Expense</u>							
	Streets	Exp	41-541520	Operating Expense	-	3,000	3,000	Miscellaneous road supplies charged to incorrect account
	Streets	Exp	41-541530	Road Materials & Supplies	40,000	(3,000)	37,000	

FY 21 Budget Amendment #3 - Second Reading

#	Amendment Details				Budget	Adj	Revised	
16	<u>Non-Dept - Payroll Tax Settlement</u>							
	Non-Dept - F Exp	19-519997	Tax Payments		1,000	25,100	26,100	Settlement of a payroll tax issue
	Non-Dept Exp	19-519390	Contingency *		1,902,764	(25,100)	1,877,664	
	* Budget adjusted due to prior items							
17	<u>Code Enforcement - Office Supplies</u>							
	Code Exp	23-521510	Office Supplies		2,000	1,000	3,000	Higher usage of Office Supplies
	Non-Dept Exp	19-519390	Contingency *		1,877,664	(1,000)	1,876,664	
	* Budget adjusted due to prior items							
18	<u>PW Admin - Office Supplies</u>							
	PW Ad Exp	32-541510	Office Supplies		2,000	1,000	3,000	Higher usage of Office Supplies
	Non-Dept Exp	19-519390	Contingency *		1,876,664	(1,000)	1,875,664	
	* Budget adjusted due to prior items							
19	<u>Community Development - Office Supplies</u>							
	Com Dev Exp	37-515510	Office Supplies		1,000	1,000	2,000	Higher usage of Office Supplies
	Non-Dept Exp	19-519390	Contingency *		1,875,664	(1,000)	1,874,664	
	* Budget adjusted due to prior items							
20	<u>Water-Sewer Finance - Office Supplies</u>							
	W-S Fin Exp	61-513510	Office Supplies		1,000	1,000	2,000	Higher usage of Office Supplies
	W-S Fin Exp	61-513120	Salaries - Regular		199,561	(1,000)	198,561	
21	<u>Police Admin - Postage</u>							
	Pol Ad Exp	36-521420	Postage		-	200	200	Limited postage requirement
	Non-Dept Exp	19-519390	Contingency *		1,874,664	(200)	1,874,464	
	* Budget adjusted due to prior items							
22	<u>IT - Internet Service</u>							
	IT Exp	85-512413	Internet		24,000	8,000	32,000	Additional transition expense in moving to new Internet service providers.
	IT Trf-In	119-383030	Transfer In		713,735	8,000	721,735	
	Gen Fund Trf-Out	19-519441	Transfer Out To IT		588,887	8,000	596,887	
	Non-Dept Exp	19-519390	Contingency *		1,874,464	(8,000)	1,866,464	
	* Budget adjusted due to prior items							

FY 21 Budget Amendment #3 - Second Reading

#	Amendment Details				Budget	Adj	Revised	
23	<u>Police CID - Container Rental</u>							
	Pol CID	Exp	20-521440	Rentals & Leases	-	10,500	10,500	Containers for seized material. Materials will be auctioned once research is completed
	Non-Dept	Exp	19-519390	Contingency *	1,866,464	(10,500)	1,855,964	
	* Budget adjusted due to prior items							
24	<u>Building Maint - Ingram Park Roof Repair</u>							
	Bld Mnt	Exp	39-541461	Building Repair & Maintenance	130,548	12,000	142,548	Ingram Park Athletic Building roof repair
	Non-Dept	Exp	19-519390	Contingency *	1,855,964	(12,000)	1,843,964	
	* Budget adjusted due to prior items							
25	<u>Police - Crime Scene Investigation Vehicle</u>							
	Police - Crim	Exp	22-521648	Vehicle Lease/Purchase	215,500	38,000	253,500	Crime Scene Investigation Vehicle funded primarily by a Department of Justice Assistance Grant
	Gen Fund	Rev	001-334750	Grant - DOJ	-	31,076	31,076	
	Non-Dept	Exp	19-519390	Contingency *	1,843,964	(6,924)	1,837,040	
	* Budget adjusted due to prior items							
26	<u>Sewer - Emergency Repair</u>							
	Sewer	Exp	35-535340	Other Contracted Services	310,667	25,000	335,667	Emergency sewer repair 22nd Avenue. Funded from vacant position savings.
	Sewer	Exp	35-535120	Salaries - Regular	174,500	(17,000)	157,500	
	Sewer	Exp	35-535210	FICA	13,810	(1,400)	12,410	
	Sewer	Exp	35-535220	Retirement	18,050	(1,800)	16,250	
	Sewer	Exp	35-535230	Life And Health Insurance	35,960	(4,800)	31,160	
27	<u>Financial Consultants</u>							
	Finan	Exp	17-513312	Other Professional Services	200,500	93,000	293,500	Continuation of consultant / Acting Finance Director contract for another three months through June 30, 2021 and split 60% / 40% between General Fund and Water-Sewer Fund. General Fund portion funded from vacant position savings in Finance. The Water-Sewer Fund portion is funded from Contingency.
	Finan	Exp	17-513110	Salaries - Executive	92,942	(32,000)	60,942	
	Finan	Exp	17-513120	Salaries - Regular	334,967	(39,000)	295,967	
	Finan	Exp	17-513210	FICA	33,090	(5,000)	28,090	
	Finan	Exp	17-513220	Retirement	44,791	(8,000)	36,791	
	Finan	Exp	17-513230	Life And Health Insurance	41,548	(9,000)	32,548	
	W-S Finan	Exp	61-513340	Other Contracted Services	290,320	62,000	352,320	
	W-S Finan	Exp	61-513992	Contingency *	379,476	(62,000)	317,476	
	* Budget adjusted due to prior items							

FY 21 Budget Amendment #3 - Second Reading

#	Amendment Details				Budget	Adj	Revised	
28	<u>Temporary Employee - Finance</u>							
	Finan	Exp	17-513312	Other Professional Services	293,500	24,000	317,500	Temporary employee hired to assist Finance due to the audit workload. Split 60% / 40% between General Fund and Water-Sewer Fund. From Contingency for both funds.
	Non-Dept	Exp	19-519390	Contingency *	1,837,040	(24,000)	1,813,040	
	W-S Finan	Exp	61-513340	Other Contracted Services	352,320	16,000	368,320	
	W-S Finan	Exp	61-513992	Contingency *	317,476	(16,000)	301,476	
	* Budget adjusted due to prior items							
29	<u>Parks & Rec - Swimming Pool Pump & Piping</u>							
	Prks & Rec	Exp	72-572640	Machinery & Equipment	20,000	11,000	31,000	Swimming pool requires new pump and piping modification
	Non-Dept	Exp	19-519390	Contingency *	1,813,040	(11,000)	1,802,040	
	* Budget adjusted due to prior items							
30	<u>Police - Motorcycle Equipment</u>							
	Pol-Ptrl	Exp	22-521641	Automotive Equipment	-	6,000	6,000	Equipment for previously purchased motorcycle.
	Non-Dept	Exp	19-519390	Contingency *	1,802,040	(6,000)	1,796,040	
	* Budget adjusted due to prior items							
31	<u>Water Distribution - Uniform Laundry</u>							
	Wtr Dis	Exp	64-533341	Uniform Rental/Laundry	1,248	100	1,348	Minor adjustment to Uniform Rental / Laundry budget for Water Distribution division
	Wtr Dis	Exp	64-533120	Salaries - Regular	146,154	(100)	146,054	
32	<u>Town Center - Water Charges</u>							
	Twn Ctr	Exp	62-519430	Electric, Gas, Water	85,000	27,000	112,000	Water charges not billed in prior years
	Twn Ctr	Trf In	490-381001	Transfer In	586,301	27,000	613,301	
	Non-Dept	Trf Out	19-518926	Transfer Out - To Town Center	561,402	27,000	588,402	
	Non-Dept	Exp	19-519390	Contingency *	1,796,040	(27,000)	1,769,040	
	* Budget adjusted due to prior items							
33	<u>Town Center - Cleaning Services</u>							
	Twn Ctr	Exp	62-519340	Other Contracted Services	301,725	9,000	310,725	Portion of these charges were billed to another account in FY 20, resulting in this account being under budgeted in FY 21
	Twn Ctr	Trf In	490-381001	Transfer In	613,301	9,000	622,301	
	Non-Dept	Trf Out	19-518926	Transfer Out - To Town Center	588,402	9,000	597,402	
	Non-Dept	Exp	19-519390	Contingency *	1,769,040	(9,000)	1,760,040	
	* Budget adjusted due to prior items							
34	<u>Water-Sewer - Manhole Relining</u>							
	WS-CIP	Exp	75-TBD	Manhole Relining	-	220,000	220,000	Relining of manhole shafts and replacement of manhole covers to reduce inflow and infiltration into the
	WS-CIP	Exp	75-5356318	DCP Zone 1-6	500,000	(220,000)	280,000	

FY 21 Budget Amendment #3 - Second Reading

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
								wastewater collection and transmission system.
35	<u>Ingram Park - Air Conditioning Units (2)</u>							
	Bldg Maint	Exp	39-541640	Machinery & Equipment	230,000	10,000	240,000	Replacement of two failing air conditioning units at Ingram Park
	Non-Dept	Exp	19-519390	Contingency *	1,760,040	(10,000)	1,750,040	
	* Budget adjusted due to prior items							
36	<u>PW Admin Building - Air Conditioning Unit</u>							
	Bldg Maint	Exp	39-541640	Machinery & Equipment	240,000	13,400	253,400	Replacement of PW Admin Building failing air conditioning unit.
	Non-Dept	Exp	19-519390	Contingency *	1,750,040	(13,400)	1,736,640	
	* Budget adjusted due to prior items							
37	<u>Cairo Lane Camera System</u>							
	Rd & Strt	Exp	41-541640	Machinery & Equipment	93,000	10,000	103,000	Camera system to identify parties illegally dumping.
	Non-Dept	Exp	19-519390	Contingency *	1,736,640	(10,000)	1,726,640	
	* Budget adjusted due to prior items							
38	<u>Police Dog</u>							
	Pol Ptrl	Exp	22-521520	Operating Expense	17,100	10,000	27,100	Acquisition of a Police dog,
	Non-Dept	Exp	19-519390	Contingency *	1,726,640	(10,000)	1,716,640	
	* Budget adjusted due to prior items							
39	<u>Sewer System Modeling</u>							
	Swr	Exp	35-535312	Other Professional Services	190,000	200,000	390,000	Additional new component to study to meet additional DERM requirements. Will require additional \$100,000 in FY 22
	WS-CIP	Exp	75-5356318	DCP Zone 1-6 *	280,000	(200,000)	80,000	
	* Budget adjusted due to prior items							
40	<u>Parks & Recreation Miscellaneous Expense</u>							
	Prks & Rec	Exp	72-572520	Operating Expense	-	4,000	4,000	Miscellaneous minor expense
	Non-Dept	Exp	19-519390	Contingency *	1,716,640	(4,000)	1,712,640	
	* Budget adjusted due to prior items							
41	<u>2105 Ali Baba Air Conditioning Replacement</u>							
	Safe Neigh	Exp	44-541818	2105 Ali-Baba Improvements	254,635	24,000	278,635	Replacement of failing air conditioning system. Funded from General Fund Contingency
	Safe Neigh	Trf In	320-381001	From Gen Fund To Safe Neigh	284,015	24,000	308,015	
	Non-Dept	Trf Out	19-581320	From Gen Fund To Safe Neigh	284,015	24,000	308,015	
	Non-Dept	Exp	19-519390	Contingency *	1,712,640	(24,000)	1,688,640	
	* Budget adjusted due to prior items							

Exhibit "A"

FY 21 Budget Amendment #3 - Second Reading

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
42	<u>Non-Dept - Taxes</u>							
	Non-Dept	Exp	19-519997	Tax Payments	26,100	13,000	39,100	City paid property tax on property previously sold. Due to deed issue, continues as a City property for tax reporting purposes. Owner has repaid City in past and will do so again.
	Gen Fund	Rev	001-369900	Other Miscellaneous Revenue	10,625	12,500	23,125	
	Non-Dept	Exp	19-519390	Contingency *	1,688,640	(500)	1,688,140	
	* Budget adjusted due to prior items							
43	<u>Roads & Streets - Sand Bag Equipment</u>							
	Rds & Str	Exp	41-541640	Machinery & Equipment	103,000	12,500	115,500	Sand bag filling equipment.
	Non-Dept	Exp	19-519390	Contingency *	1,688,140	(12,500)	1,675,640	
	* Budget adjusted due to prior items							
44	<u>Non-Dept - General Expense</u>							
	Non-Dept	Exp	19-519493	General Expenses	-	4,000	4,000	To cover minor expenses such as food for staff working on the food distribution drive.
	Non-Dept	Exp	19-519390	Contingency *	1,675,640	(4,000)	1,671,640	
	* Budget adjusted due to prior items							
45	<u>Non-Dept - Electricity & Water</u>							
	Non-Dept	Exp	19-519430	Electricity & Water	145,000	30,000	175,000	Two new large water accounts started to be billed to City at end of FY 20
	Non-Dept	Exp	19-519390	Contingency *	1,671,640	(30,000)	1,641,640	
	* Budget adjusted due to prior items							
46	<u>Risk Management - Workers Comp</u>							
	Risk Mgmt	Exp	84-513451	Insurance Charges - Risk	2,332,545	290,000	2,622,545	Initial budget was established on preliminary guidance from FL Mun Insurance Tr (FMIT - insurance provider). Guidance didn't take into account City's bad workers comp history. Initial annual bill exceeded budget by \$163,000. Recently completed annual workers comp audit added another \$127,000 of expense by correctly reassigning employees to higher risk work categories than had previously been assigned.
	Risk Mgmt	Trf In	118-384140	Transfer In - All Funds	2,659,158	290,000	2,949,158	
	Non-Dept	Trf Out	19-519442	Trf Out From Gen Fund to Risk	2,144,765	290,000	2,434,765	
	Non-Dept	Exp	19-519390	Contingency *	1,641,640	(290,000)	1,351,640	
	* Budget adjusted due to prior items							

FY 21 Budget Amendment #3 - Second Reading

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
47	<u>Safe Neighborhood - Fire Station / HR Bldg Assessment / Plans</u>							
	Safe Neigh	Exp	44-TBD	Fire Station / HR Bldg Project	-	121,500	121,500	To conduct initial assessment on Historic Fire Station & HR Building, development and bidding of construction plans if deemed appropriate from the assessment
	Safe Neigh	Trf In	320-381001	From Gen Fund To Safe Neigh	308,015	121,500	429,515	
	Non-Dept	Trf Out	19-581320	From Gen Fund To Safe Neigh	308,015	121,500	429,515	
	Non-Dept	Exp	19-519390	Contingency *	1,351,640	(121,500)	1,230,140	
	* Budget adjusted due to prior items							
48	<u>Water-Sewer Finance - County Billing Services</u>							
	WS - Fin	Exp	61-513340	Other Contracted Services	368,320	20,000	388,320	Increased cost for County to bill water-sewer bills
	WS - Fin	Exp	61-513992	Contingency *	301,476	(20,000)	281,476	
	* Budget adjusted due to prior items							
49	<u>Water-Sewer Finance - Misc. Expense</u>							
	WS - Fin	Exp	61-513420	Postage & Freight	100	400	500	Minor adjustments to postage and lien recording budgets
	WS - Fin	Exp	61-513511	Lien Recording Charge	1,000	2,500	3,500	
	WS - Fin	Exp	61-513992	Contingency *	281,476	(2,900)	278,576	
	* Budget adjusted due to prior items							
50	<u>IT - Opa-locka TV</u>							
	IT	Exp	85-512646	Computer Equipment	47,000	15,000	62,000	Savings from Sungard and work order software to fund hardware for OPATV
	IT	Exp	85-512528	Software Licensing *	220,627	(15,000)	205,627	
	* Budget adjusted due to prior items							
51	<u>131st Street Drainage Project</u>							
	Strmwtr	Exp	43-543638	131st Street Project	-	166,000	166,000	Project split between Stormwater (81%) and Safe Neighborhood (Roads - 19%). County CDBG to provide 30% of funding with remainder funded by savings in other Stormwater projects or funding from General Fund contingency
	Safe Neigh	Exp	44-543638	Road Improvements - Drainage	-	40,000	40,000	
	Strmwtr	Rev	450-334700	Grants	-	49,800	49,800	
	Safe Neigh	Rev	320-334700	Grants	-	12,000	12,000	
	Strmwtr	Exp	43-538634	Stormwater Project	330,000	(116,200)	213,800	
	Safe Neigh	Trf In	320-381001	Trf In From Gen Fund	429,515	28,000	457,515	
	Non-Dept	Trf Out	19-581320	From Gen Fund To Safe Neigh	429,515	28,000	457,515	
	Non-Dept	Exp	19-519390	Contingency *	1,230,140	(28,000)	1,202,140	
	* Budget adjusted due to prior items							

FY 21 Budget Amendment #3 - Second Reading

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
52	<u>Stormwater - Other Professional Services (Engineering)</u>							
	Strmwtr	Exp	43-538312	Other Professional Services	289,604	15,000	304,604	Increase for possible future additional studies
	Strmwtr	Exp	43-538634	Stormwater Project *	213,800	(15,000)	198,800	
	* Budget adjusted due to prior items							
53	<u>Building Maintenance - Prior Year Rollover</u>							
	Bldg Mnt	Exp	39-541461	Building Repair & Maintenance	142,548	64,624	207,172	Encumbered in FY 20 and rolled over to FY 21. Use of encumbered Fund Balance not used in FY 20.
	Gen Fund	Bal	001-383010	Trf In Fund Balance	(714,150)	64,624	(649,526)	
	* Budget adjusted due to prior items							
54	<u>City Clerk - Temp Help (No Deputy Clerk)</u>							
	City Clerk	Exp	16-512340	Other Contracted Services	10,000	14,000	24,000	Sixteen additional weeks of temporary help due to vacant Deputy Clerk position. Funded through savings from vacant position.
	City Clerk	Exp	16-512120	Salaries - Regular	130,045	(11,000)	119,045	
	City Clerk	Exp	16-512210	FICA	16,403	(1,000)	15,403	
	City Clerk	Exp	16-512230	Life And Health Insurance	31,814	(2,000)	29,814	
55	<u>City Manager - Memberships</u>							
	City Mgr	Exp	12-512540	Pubs/Subscriptions/Memberships	6,011	800	6,811	Minor adjustment for additional memberships
	Non-Dept	Exp	19-519390	Contingency *	1,202,140	(800)	1,201,340	
	* Budget adjusted due to prior items							
56	<u>Finance - General Expenses</u>							
	Finance	Exp	17-513493	General Expenses	-	5,000	5,000	To provide for miscellaneous small expenditures as might be related to outsourcing and other activities
	Non-Dept	Exp	19-519390	Contingency *	1,201,340	(5,000)	1,196,340	
	* Budget adjusted due to prior items							
57	<u>HR - Memberships</u>							
	HR	Exp	13-513540	Pubs/Subs/Membership	1,557	500	2,057	Minor adjustment due to an additional membership
	Non-Dept	Exp	19-519390	Contingency *	1,196,340	(500)	1,195,840	
	* Budget adjusted due to prior items							
58	<u>Wastewater Collection / Transmission - Pump</u>							
	Sewer	Exp	35-535640	Machinery & Equipment	54,349	24,000	78,349	To replace one failed pump and provide spare in event of another failure.
	WS Fin	Exp	61-513992	Contingency *	278,576	(24,000)	254,576	
	* Budget adjusted due to prior items							

FY 21 Budget Amendment #3 - Second Reading

#	Amendment Details				Budget	Adj	Revised	
59	<u>HR - Consultants - Pay Plan</u>							
	HR - Consult Exp	13-513312	Other Professional Services	-	24,900	24,900	Consultants to conduct pay plan study	
	Non-Dept Exp	19-519390	Contingency *	1,195,840	(24,900)	1,170,940		
	* Budget adjusted due to prior items							
60	<u>WS Finance - Legal Counsel</u>							
	WS Fin Exp	61-514370	Legal Counsel	200,000	75,000	275,000	Potential additional legal services in regard to utility billing issues.	
	WS Fin Exp	61-513992	Contingency *	254,576	(75,000)	179,576		
	* Budget adjusted due to prior items							
61	<u>Spec Law Enf Fund - Police Dog</u>							
	SLE Exp	65-521493	General Expenses	-	9,500	9,500	Second Police dog funded through the Special Law Enforcement Fund	
	SLE Bal	165-383010	Use Of Fund Balance	-	9,500	9,500		
62	<u>Patrol - Additional Police Vehicle</u>							
	Pol Ptrl Exp	22-521648	Vehicle Lease/Purchase *	253,500	10,000	263,500	Replacement vehicle for vehicle modified for Police dog use	
	Non-Dept Exp	19-519390	Contingency *	1,170,940	(10,000)	1,160,940		
	* Budget adjusted due to prior items							
63	<u>Non-Dept - COVID Printing & Mailing Expense</u>							
	Non-Dept Exp	19-519312	Other Professional Services	136,350	8,000	144,350	Printing and mailing expense associated with prior COVID mailing	
	Non-Dept Exp	19-519390	Contingency *	1,160,940	(8,000)	1,152,940		
	* Budget adjusted due to prior items							
64	<u>IT - Additional Office Supplies</u>							
	IT Exp	85-512510	Office Supplies	300	400	700	Minor adjustment to Office Supplies budget	
	IT Exp	85-512528	Software Licensing *	205,627	(400)	205,227		
	* Budget adjusted due to prior items							
65	<u>Commission - Additional Office Supplies</u>							
	Comm Exp	10-511510	Office Supplies	500	400	900	Minor adjustment to Office Supplies budget	
	Non-Dept Exp	19-519390	Contingency *	1,152,940	(400)	1,152,540		
	* Budget adjusted due to prior items							
66	<u>FRS Penalties - Movement of Budget Between Departments</u>							
	Pol Patrol Exp	22-521225	Retirement Penalty	-	20,000	20,000	Transfer of Penalties budget from HR to department where the department occurred.	
	HR Exp	13-513225	Retirement Penalty	30,000	(20,000)	10,000		

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
67	<u>Sewer Services - Small Tools</u>							
	Sewer	Exp	35-535555	Small Tools & Supplies	500	500	1,000	Minor adjustment to small tools budget
	Sewer	Exp	35-535120	Salaries - Regular	157,500	(500)	157,000	
68	<u>Police Admin - Other Contracted Services</u>							
	Pol Admin	Exp	36-521340	Other Contracted Services	5,012	3,000	8,012	Minor adjustment to offset small miscodes
	Pol Admin	Exp	36-521130	Salaries - Part Time	101,714	(3,000)	98,714	
69	<u>Incident-Based Reporting System - Transfer To New Division</u>							
	Pol Ad	Exp	36-521528	Software Maintenance	127,841	41,100	168,941	Software cost was recorded in a different division than where the budget was
	Pol CID	Exp	20-521328	Software Licensing	41,100	(41,100)	-	
70	<u>Parks & Recreation - Lightning Detection System</u>							
	Prks & Rec	Exp	72-572640	Machinery & Equipment *	31,000	10,000	41,000	Long-range lightning detection system to protect Parks & Recreation patrons
	Non-Dept	Exp	19-519390	Contingency *	1,152,540	(10,000)	1,142,540	
	* Budget adjusted due to prior items							
71	<u>Patrol - Police Dog Maintenance Expense</u>							
	Pol Ptrl	Exp	22-521520	Operating Expense *	27,100	5,000	32,100	Maintenance of two Police dogs
	Non-Dept	Exp	19-519390	Contingency *	1,142,540	(5,000)	1,137,540	
	* Budget adjusted due to prior items							
72	<u>SLE - Operation Manual Development Guidance</u>							
	SLE	Exp	65-521493	General Expenses	9,500	54,000	63,500	Package to provide guidance to rewrite operation manuals
	SLE	Bal	165-383010	Use Of Fund Balance	9,500	54,000	63,500	
	* Budget adjusted due to prior items							
73	<u>Town Center - Additional Other Contracted Services</u>							
	Twn Ctr	Exp	62-519340	Other Contracted Services *	310,725	47,000	357,725	Emergency generator upgrade under budgeted, mold remediation and sealing of additional windows.
	Twn Ctr	Trf In	490-381001	Transfer In *	622,301	47,000	669,301	
	Non-Dept	Trf Out	19-518926	Transfer Out - To Town Center *	597,402	47,000	644,402	
	Non-Dept	Exp	19-519390	Contingency *	1,137,540	(47,000)	1,090,540	
	* Budget adjusted due to prior items							
74	<u>Transfer Of Project Budget Between Accounts</u>							
	Strmwtr	Exp	43-538312	Other Professional Services	304,604	40,000	344,604	Movement of budget from project to Other Professional Services
	Strmwtr	Exp	43-538633	Glorieta Gardens Retent Pond	40,000	(40,000)	-	

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
75	<u>Streets - Other Contracted Services</u>							
	PW-Streets	Exp	41-541340	Other Contracted Services	196,000	15,000	211,000	To cover pressure cleaning and emergency road repairs not budgeted.
	Non-Dept	Exp	19-519390	Contingency *	1,090,540	(15,000)	1,075,540	
	* Budget adjusted due to prior items							
76	<u>Water Distribution - Small Tools</u>							
	Water	Exp	64-533555	Small Tools & Supplies	2,100	1,000	3,100	Minor adjustment to small tools
	Water	Exp	64-533433	Purchase Of Water	1,532,870	(1,000)	1,531,870	
	* Budget adjusted due to prior items							

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#	Amendment Details			Budget	Adj	Revised	
Additions - Hearing #2							
77	Re-imburement - County CARES Act Program - Conversion From Estimate To Actual						
Gen Fund	Rev	001-TBD	County CARES Act Program	1,714,150	221,351	1,935,501	Conversion of conservative CARES Act estimate into actual receipts. \$100,000 into Contingency and \$12125` into General Fund Available Fund Balance
Gen Fund	Fnd Bal	001-383010	Transfer-In, Fund Balance *	(714,150)	(121,351)	(835,501)	
Non-Dept	Exp	19-519390	Contingency	1,075,540	100,000	1,175,540	
* Negative number indicates ADDITION to fund balance rather usage of fund balance							
78	Streets - Four New Positions - Beautification Program						
PW-Streets	Exp	41-541120	Salaries-Regular	185,853	35,676	221,529	Four additional Maintenance Workers for Beautification program. Annualized impact = \$240,000, including \$50,000 for Workers Comp
PW-Streets	Exp	41-541210	FICA	14,371	2,728	17,099	
PW-Streets	Exp	41-541220	Retirement	18,785	3,568	22,353	
PW-Streets	Exp	41-541230	Life And Health Insurance	31,270	1,344	32,614	
Non-Dept	Exp	19-519390	Contingency *	1,175,540	(43,316)	1,132,224	
* Budget adjusted due to prior items							
79	Police - Sergeant Exam Material						
Pol Admin	Exp	36-521493	General Expenses *	1,000	10,000	11,000	Material for Sergeant's exam.
Non-Dept	Exp	19-519390	Contingency *	1,132,224	(10,000)	1,122,224	
* Budget adjusted due to prior items							
80	Stormwater - Special Supplies - Minor Adjustment						
Strm Wtr	Exp	43-538523	Special Supplies	500	800	1,300	Minor addition to prevent overspend
Strm Wtr	Exp	43-538992	Contingency	70,819	(800)	70,019	
81	IT - Telephone Services						
IT	Exp	85-512411	Telephone	105,000	12,000	117,000	Firming up of cost of new telephone services. Offset by reduction in external security evaluation project.
IT	Exp	85-512340	Other Contracted Services	30,000	(12,000)	18,000	
82	Vehicle Maintenance - Gasoline Prices						
Vhcl Mnt	Exp	49-541450	Gas, Oil, Grease	255,000	25,000	280,000	Very high gasoline prices. Offset by vacancies
Vhcl Mnt	Exp	49-541120	Salaries-Regular	154,395	(19,000)	135,395	
Vhcl Mnt	Exp	49-541210	FICA	11,892	(1,000)	10,892	
Vhcl Mnt	Exp	49-541220	Retirement	15,545	(1,000)	14,545	
Vhcl Mnt	Exp	49-541230	Life And Health Insurance	20,782	(4,000)	16,782	

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
83	<u>Utility Service Line Maint - Light Tower</u>							
	Svc Ln Mnt	Exp	63-533641	Equipment (Capital)	8,000	3,000	11,000	Mobile light tower cost \$3K more than budget. Offset by vacancies
	Svc Ln Mnt	Exp	63-533120	Salaries - Regular	139,756	(3,000)	136,756	
84	<u>Safe Neighborhood - 2105 Ali Baba - Additional Smoke Detectors</u>							
	Safe Neigh	Exp	44-541818	2105 Ali-Baba Improvements	278,635	3,000	281,635	Recent Fire Department inspection now requires enhanced smoke detection system.
	Safe Neigh	Trf In	320-381001	Trf - In From General Fund	457,515	3,000	460,515	
	Gen Fund	Trf Out	19-581320	Trf Out To Safe Neighborhood	457,515	3,000	460,515	
	Non-Dept	Exp	19-519390	Contingency *	1,122,224	(3,000)	1,119,224	
	* Budget adjusted due to prior items							
85	<u>Building Maintenance - Bathroom Repairs</u>							
	Bldg Mnt	Exp	39-541461	Building Repair & Maint *	207,172	23,000	230,172	Ingram Park bathroom requires repair. Was originally planned to be accomplished by City staff but staff workload requires that project be outsourced.
	Non-Dept	Exp	19-519390	Contingency *	1,119,224	(23,000)	1,096,224	
	* Budget adjusted due to prior items							
86	<u>Police - Vehicle Fit Out</u>							
	Pol - Ptrl	Exp	22-521641	Automotive Equipment	6,000	4,000	10,000	Fit-out of an additional Police vehicle. Funded from vacancy savings
	Pol-Admin	Exp	22-521210	FICA	24,156	(2,000)	22,156	
	Pol-Admin	Exp	22-521220	Retirement	31,569	(2,000)	29,569	
87	<u>City Clerk - Postage</u>							
	Clerk	Exp	16-512420	Postage & Freight	1,000	1,000	2,000	Additional postage expense to eliminate delinquency and high interest expense. Funded by vacancy
	Clerk	Exp	16-512120		119,045	(1,000)	118,045	
88	<u>Commission - General Expense</u>							
	Comm	Exp	10-511493	General Expenses	700	300	1,000	Minor adjustment to General Expense - New Commission has lower health plan costs.
	Comm	Exp	10-511230	Life And Health Insurance	64,745	(300)	64,445	

ORDINANCE NO. 21-XX

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.

WHEREAS, the City of Opa-Locka, Florida, ("City") desires to codify Juneteenth Independence Day ("Juneteenth") as an observed paid City Holiday; and

WHEREAS, approximately eleven and one-half million African Americans survived the voyage to the New World ("the middle passage"), only to be subjected to chattel slavery for more than 200 years after arrival in the United States; and

WHEREAS, President Abraham Lincoln first issued the Emancipation Proclamation effective January 1, 1863, freeing the enslaved citizens from legalized slavery in the United States; and

WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all enslaved citizens in the south by Union General Granger, on June 19, 1865, in Galveston, Texas, more than two and a half years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, in June of 2018, for the first time in over 130 years of the annual celebration, Juneteenth was "officially recognized" as "Juneteenth Independence Day" in America by the President and Congress of the United States; and

WHEREAS, Americans of all colors, creeds, cultures, religions and countries-of-origin, share in common love of and respect for "freedom", as well as a determination to protect their right to freedom through democratic institutions, by which the "tenets-of-freedom" are guaranteed and protected. The Juneteenth Independence Day, along with the 4th of July

Independence Day, completes the America's Independence Day observances. The often repeated proverb "Until All are Free, None are Free" is appropriate to highlight the significance of the end of the era of slavery in the United States and the celebration of freedom for all; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida desires to update its Administrative Policies regarding City Holidays to Include Juneteenth Independence Day as a day of celebration in the City and paid City holiday and further list Juneteenth and all other City holidays in the Chapter 2, Article IV entitled "Personnel" by creating a new division within the City of Opa-Locka's Code of Ordinances entitled "City Holidays".

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

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

Section 2. The City Commission of the City of Opa-Locka hereby directs the City Manager to include Juneteenth Independence Day as an observed paid City Holiday in the City of Opa-Locka. If the holiday falls on Saturday, the preceding Friday shall be observed as a holiday. If the holiday falls on Sunday, the following Monday shall be observed as a holiday. The City Commission of the City of Opa-Locka hereby further approves the amendment of Chapter 2, Article IV entitled Personnel to create Division IV of the City of Opa-Locka's Code of Ordinance to be entitled "City Holidays" with all City Holidays stated in this section and to read as follows:

DIVISION IV CITY HOLIDAYS

(A) The following holidays shall be paid employee holidays observed by the city:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Day
Juneteenth Independence Day, June 19*

- (B) If any of these (*) holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.
- (C) The City Manager shall have the discretion to implement by administrative policy the application of the observance of the paid holidays for bargaining, non-bargaining, exempt, non-exempt, part-time, and full time employees to maintain the operational integrity of City functions and the contractual obligations of the City.

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. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect 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, Esq.
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:					Department Director Signature:				
City Manager:	John E. Pate				CM Signature:				
Commission Meeting Date:	05/26/2021		Item Type:			Resolution	Ordinance	Other	
			(Enter X in box)				X		
Fiscal Impact:	Yes	No	Ordinance Reading:			1st Reading		2nd Reading	
(Enter X in box)			(Enter X in box)						
	X		Public Hearing:			Yes	No	Yes	No
			(Enter X in box)				X		X
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:			Yes		No	
Account# :	Ex:		(Enter X in box)						
	See Financial Impact section							X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:						
(Enter X in box)		X							
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:			Strategic Plan Obj./Strategy:			
(Enter X in box)		X	Enhance Organizational ☐			(list the specific objective/strategy this item will address)			
			Bus. & Economic Dev ☐						
			Public Safety ☐						
			Quality of Education ☐						
			Qual. of Life & City Image ☐						
			Communcation ☐						
Sponsor Name	Commissioner Davis Mayor Pigatt		Department:			City Commission			

Short Title:

A resolution directing the City Manager to establish Juneteenth Emancipation Day as a paid City Holiday.

Staff Summary:

It is proposed that the City Commission of the City of Opa-locka directs the City Manager to include Juneteenth Emancipation Day as an observed paid City Holiday for the City of Opa-locka. If the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Upon adoption by the City Commission, staff will include the new official paid City Holiday in the updated handbook. In addition, the holiday will be included in both City collective bargaining agreements.

Financial Impact

Because of scheduling requirements, most officers in the PBA bargaining unit end up receiving an additional day of pay for a paid holiday. It is estimated that this will cost the City approximately \$17,000 each year, including payroll taxes, workers compensation and retirement charges. The remainder of the City employees won't receive additional pay. For these employees the City will pay approximately \$23,000 in wages, payroll

taxes, workers compensation and retirement charges for the holiday. Whereas the additional pay received by the officers in the PBA bargaining will be additional expense for the City, for the remainder of the City employees this expense will be incurred regardless of whether or not these employees work and consequently isn't additional expense for the City.

Proposed Action:

Staff recommends the City Commission approve the resolution establishing Juneteenth Emancipation Day as an additional paid City Holiday.

Attachment:

1. Ordinance



Palmer Trinity School students Alejandro Ichiro Miyasaka, Alex Fumagalli, Javi Cervera, and Jackson Graeff are with Andrew Stein, center, during their \$700 check presentation in support of The Orphaned Starfish Foundation, which Stein founded.

FROM PAGE 4NW

SCHOOL SCENE

special recognitions. It is an honor to bestow this prestigious award upon such a well-deserving student-athlete.”

Ashley will be recognized during the 2021 College Football Playoff Semifinals at the Capital One Orange Bowl.

PALMER TRINITY SCHOOL

Palmer Trinity School students **Alejandro Ichiro Miyasaka, Javi Cervera, Jackson Graeff, and Alex Fumagalli** presented a \$700 check to **Andrew Stein**, founder and executive chairman of the **Orphaned Starfish Foundation**. The students raised funds through their business called **Ichiro's Cookies** to support the foundation.

The Orphaned Starfish Foundation was created to provide technology-based education, job training, and job placement assistance to orphans, victims

of abuse, survivors of trafficking, indigenous children, at-risk youth, and refugees. The organization helps children around the world with a focus on Latin America, Asia and Africa.

“We are very proud of the philanthropic leadership our amazing students have shown,” said **Patrick Roberts**, head of school. “This initiative demonstrates their drive and ingenuity to benefit vulnerable youth both locally and globally.”

Ichiro's Cookies was launched as part of Palmer Trinity School's Social Entrepreneurship class, which was created in 2014 to equip students with the skills and experiences needed to design, launch, and run their own social change and environmental innovation ventures.

CARROLLTON SCHOOL OF THE SACRED HEART

Isabela Delgado, a

student at **Carrollton School of the Sacred Heart**, was named a fellow in the inaugural class of **The Hafize Gaye Erkan First Republic Fellowship Program**. The program selects 10 ninth-grade students from The National



Isabela Delgado

Coalition of Girls' Schools member schools and awards them a \$5,000 grant per year of their high school education toward STEM services and programs.

Isabela is a member of several organizations at her school, including the Underwater Remote Operating Vehicle Robotics team and the founder of the Power of Play Club. She also competed in the Dream in Green Design and Build Competition, where she designed and built an architectural model addressing sea-level rise in Miami.



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 9, 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 HEARINGS:

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

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; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on May 26, 2021).

RESOLUTION/PUBLIC HEARING:

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.

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 9, 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

OFFICIAL BOARD APPOINTMENTS

From: noreply@civicplus.com
To: [Joanna Flores](#)
Subject: Online Form Submittal: Board Application Form
Date: Wednesday, June 2, 2021 4:59:37 PM

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. If if this is a suspicious message please contact itsupport@opalockafl.gov

Board Application Form

Select the Board/Committee which you are applying for	Historic Environmental Preservation Board
First Name	Nikisha
Last Name	Williams
Home Address	1200 Jann Avenue
City	Opa-locka
State	FL
Zip	33054
Email Address	nikisha.williams@gmail.com
Home Phone Number	305-725-0526
Mailing Address	1200 Jann Avenue, Opa-locka, FL 33054
Cell Phone Number	305-725-0526
Business Phone Number	<i>Field not completed.</i>
Length of Residency in Opa-locka	1 year
Employer	Opa-locka Community Development Corporation
Occupation	Non-profit executive
Professional Activities	Miami Fellows, National Association of Black Journalists, Public Relations Society of America
Volunteer Activities	Big Brothers Big Sisters, Miami Rescue Mission
Why do you wish to serve on this board/committee?	As a homeowner of Opa-locka, I'm interested in serving on this board to help positively impact my community through service. As our community has a rich cultural history, I'm interested in ensuring that the best parts of it are preserved for many years.
What areas of concern would you like to see addressed by this board/committee?	I'm interested in discussing opportunities to create and enforce city codes that (1) degrade historic and cultural sites and (2) create standards for new buildings - particularly large scale developments
Qualifications for serving	I'm currently a homeowner of a historic home and have professional real estate/development experience
Other municipal or county boards/committees or non-profits on which you are serving	<i>Field not completed.</i>
List three local personal references and phone numbers (References must be non-related and non-city employees)	
Name	Gloria Bowens
Phone Number	404-449-5748
Name	Mina Hosseini
Phone Number	305-972-7153
Name	Jasmine Baldwin
Phone Number	305-528-6565
Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801	
Conflict of Interest <i>If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state these beliefs to the other member of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter. Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, of appointed to serve.</i>	

I, the applicant for this board application, warrant the truthfulness of the information provided in this application.

Electronic Signature	Nikisha L. Williams
----------------------	---------------------

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the Terms of Acceptance.*

Response	Agree
----------	-------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Joanna Flores](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, May 20, 2021 4:50:00 PM

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. If if this is a suspicious message please contact itsupport@opalockafl.gov

Board Application Form

Select the Board/Committee which you are applying for	Historic Environmental Preservation Board
First Name	FLORALBA
Last Name	WRIGHT
Home Address	1146 MEDINA ST
City	OPA LOCKA
State	Florida
Zip	33054
Email Address	HESTEPPEDIN@YAHOO.COM
Home Phone Number	7869087917
Mailing Address	Field not completed.
Cell Phone Number	786 908.7917
Business Phone Number	Field not completed.
Length of Residency in Opa-locka	8 YEARS
Employer	CITY OF OPA LOCKA POLICE DEPT
Occupation	COMMUNICATIONS OPERATOR
Professional Activities	Field not completed.
Volunteer Activities	RECORDING SECRETARY FOR AFSME UNNION, SEVERAL MINISTRIES SECRETARY
Why do you wish to serve on this board/committee?	TO MAKE BEAUTIFY THE CITY AND RESTORE SOME OF THE PRECIOUS BLDGS IN THIS GREAT CITY
What areas of concern would you like to see addressed by this board/committee?	BEAUTIFICATION OF THE OLD CITY HALL
Qualifications for serving	BILINGUAL, CLERICAL AND EXCELLENT INTERPERSONAL SKILLS
Other municipal or county boards/committees or non-profits on which you are serving	REAL IS RARE, CIVIL SERVICE BOARD AND COMMUNITY REALTIONS AND ACTIVITIES BOARD
List three local personal references and phone numbers (References must be non-related and non-city employees)	
Name	HAZALIA MONTERO
Phone Number	305 502 6435
Name	DERRICK HUNTER
Phone Number	786 499-1385
Name	ARLENE
Phone Number	786 5683159
Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801	
Conflict of Interest <i>If a board member believes he/she has a conflict or potential conflict of interest on a particular issue, that member should state these beliefs to the other member of his/her respective board during a public meeting. The member should state the nature of the conflict, detailing that he/she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should then excuse himself/herself from voting on the matter. Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, of appointed to serve.</i>	
I, the applicant for this board application, warrant the truthfulness of the	

information provided in this application.

Electronic Signature	FLORALBA WRIGHT
----------------------	-----------------

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the Terms of Acceptance.*

Response	☒ Agree
----------	---

Email not displaying correctly? [View it in your browser.](#)

NOTES:

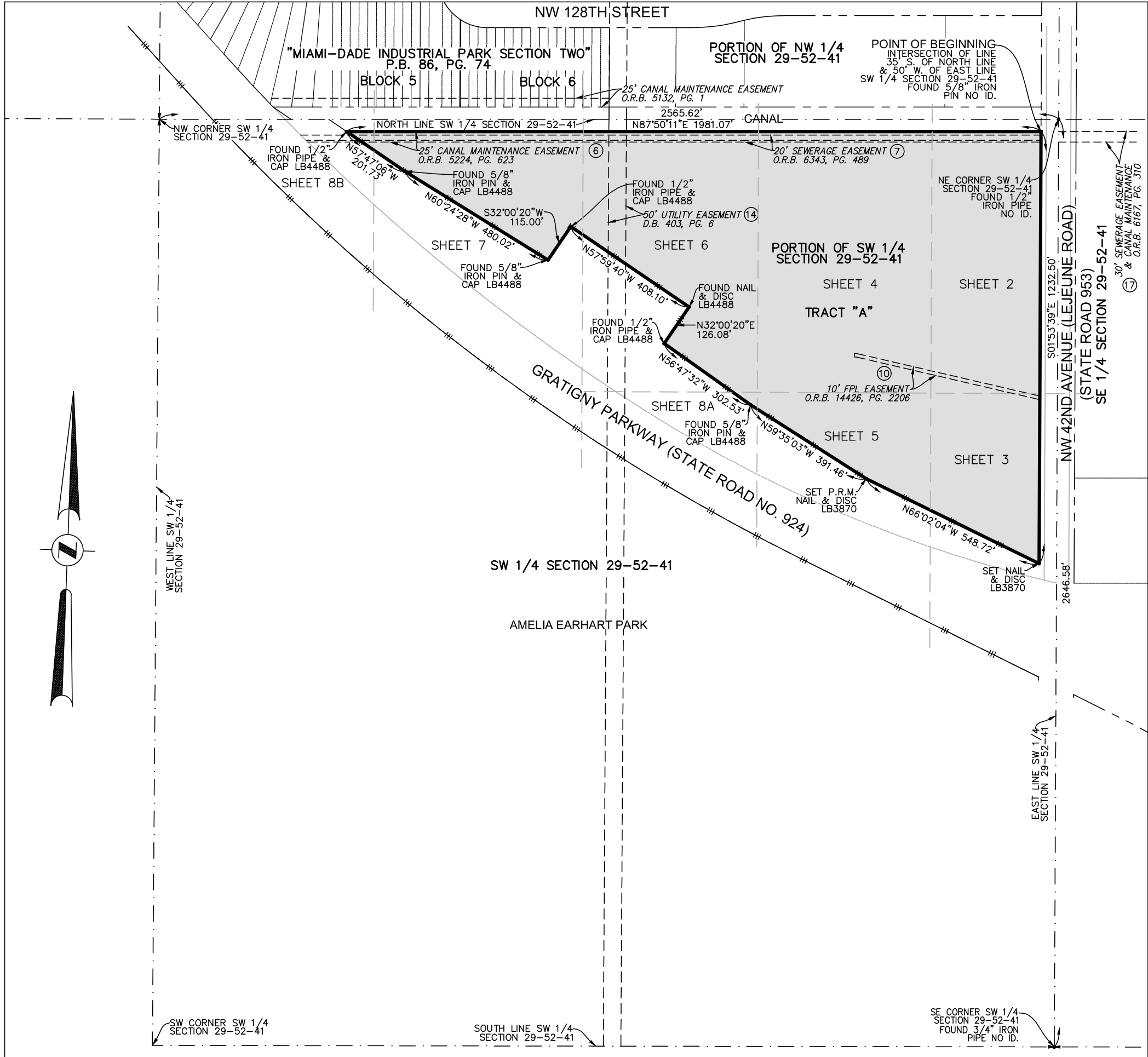
- THIS SITE CONTAINS 1,233,446 SQUARE FEET (28.3160 ACRES) NET, 1,774,433 SQUARE FEET (40.7354 ACRES) GROSS, MORE OR LESS.
- ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCHMARKS: N-462; ELEVATION: 7.84 FEET & N-600; ELEVATION: 7.48 FEET.
- FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 7' / NONE; PANEL #120857 01121; MAP DATE: 09/11/09.
- THIS SITE LIES IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
- BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 29-52-41 BEING S01°53'39"E.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- THIS SITE CONTAINS 95 TOTAL MARKED PARKING SPACES (92 REGULAR & 3 DISABLED). STORAGE PARKING SPACES WERE NOT LOCATED.
- THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 7045257, PREPARED BY CHICAGO TITLE INSURANCE COMPANY; COMMITMENT DATE: 05/22/2018 AT 11:00 PM; REVISED 10-02-18. THE FOLLOWING ITEMS ARE SCHEDULE B SECTION II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-NOT ADDRESSED.
ITEM 5-RESERVATIONS IN DEED NO. 16,571 IN D.B. 176, PG. 339, AND PARTIALLY RELEASED IN O.R.B. 12165, PG. 1029, O.R.B. 12165, PG. 1030, O.R.B. 12288, PG. 2349, AND O.R.B. 14477, PG. 1787, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 6-EASEMENT FOR CANAL MAINTENANCE IN O.R.B. 5224, PG. 623, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 7-EASEMENT IN O.R.B. 6343, PG. 489, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 8-COVENANTS, CONDITIONS AND RESTRICTIONS IN COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3047, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 9-COVENANTS, CONDITIONS AND RESTRICTIONS IN O.R.B. 14449, PG. 352, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 10-EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY IN O.R.B. 14426, PG. 2206, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 11-UNITY OF TITLE IN O.R.B. 14449, PG. 348, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 12-AGREEMENT FOR CONSTRUCTION OF SANITARY SEWAGE FACILITIES IN O.R.B. 14449, PG. 356, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 13-NOT ADDRESSED.
ITEM 14-UTILITY EASEMENT IN D.B. 403, PG. 6, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 15-MINERAL RESERVATIONS IN DEED NO. 1770 IN D.B. 2457, PG. 29, CANAL AND EASEMENT RESERVATIONS RELEASED IN D.B. 4224, PG. 299, IN O.R.B. 6284, PG. 101, AS AFFECTED BY NON-USE COMMITMENT IN O.R.B. 14415, PG. 1568, DO NOT APPLY TO THIS SITE.
ITEM 16-AVIGATION EASEMENT IN O.R.B. 3498, PG. 209, DOES NOT APPLY TO THIS SITE.
ITEM 17-EASEMENT FOR SEWAGE FACILITY AND CANAL MAINTENANCE IN O.R.B. 6167, PG. 310, DEPICTED HEREON, DOES NOT APPLY TO THIS SITE.
ITEM 18-COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3044, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 19-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 707, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 20-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 711, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 21-LISTED SURVEY MATTERS ARE DEPICTED HEREON.
- ALL RECORDED DOCUMENTS ARE PER MIAMI-DADE COUNTY RECORDS.
- STATE PLANE COORDINATES ARE BASED ON FIELD OBSERVATION AND ARE TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. BEARINGS ARE NOT BASED ON STATE PLANE COORDINATES.
- THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE ARE NO KNOWN PROPOSED CHANGES TO THE ADJACENT RIGHTS-OF-WAY.
- THERE WAS NO FIELD DELINEATION OF WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE WAS NO OBSERVABLE EVIDENCE OF EASEMENTS OTHER THAN THOSE SHOWN HEREON.
- NUMBER OF PROPOSED TRACTS: 1.
- DADE COUNTY FLOOD CRITERIA: 6.2 FEET PER PLAT BOOK 120, PAGE 13, SHEET 2 OF 5, DATED MARCH 1982.
- PARCEL TO BE SERVED BY MIAMI-DADE WATER AND SEWER DEPARTMENT.
- THIS SITE ENCOMPASSES ALL OF FOLIO NUMBER: 0821290000032.
- THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: FOUNDRY COMMERCIAL; CHICAGO TITLE INSURANCE COMPANY.
- SITE ZONE: B-3 COMMERCIAL INTENSIVE BUSINESS DISTRICT/MXUD CORRIDOR MIXED USE OVERLAY DISTRICT. SETBACK REQUIREMENTS:
FRONT-15'
SIDE, INTERIOR LOT-0'
SIDE, CORNER-15'
SIDE, INTERIOR-15'
REAR-15'
MAXIMUM BUILDING HEIGHT:
6 STORIES OR 65'
MINIMUM SITE AREA:
10,000 S.F.
MAXIMUM FLOOR AREA:
RATIO: 3.0
PARKING SPACE REQUIREMENT:
1ST 5,000 S.F.-1 PER 1,000 S.F.
5,000+ S.F.-1 PER 500 S.F.
1 PER 400 S.F. BUILDING AREA
2,515 SPACES REQUIRED

CONTACT PERSON INFORMATION	
PULICE LAND SURVEYORS INC. - JANE STORMS	
TELEPHONE NUMBER: 954-572-1777	
FAX NUMBER: 954-572-1778	
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM	

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



LOCATION MAP

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
SCALE: 1"=300'

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH,
RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION WITH A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29 AND A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 01°53'39" EAST, ALONG A LINE THAT LIES 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 29 FOR 1232.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GRATIGNY PARKWAY, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 924, SECTION 87008-2504, SHEET 5; THENCE NORTH 66°02'04" WEST, ALONG SAID RIGHT OF WAY LINE FOR 548.72 FEET; THENCE NORTH 59°35'03" WEST, FOR 391.46 FEET; THENCE NORTH 56°47'32" WEST, FOR 302.53 FEET; THENCE NORTH 32°00'20" EAST, FOR 126.08 FEET; THENCE NORTH 57°59'40" WEST, FOR 408.10 FEET; THENCE SOUTH 32°00'20" WEST, FOR 115.00 FEET; THENCE NORTH 60°24'28" WEST, FOR 480.02 FEET; THENCE NORTH 57°47'06" WEST, FOR 201.73 FEET TO A POINT THAT LIES 35.00 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 29; THENCE NORTH 87°50'11" EAST, ALONG A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, FOR 1,981.07 FEET TO THE POINT OF BEGINNING.

LEGEND

—	LIMITED ACCESS R/W LINE
O.R.B.	OFFICIAL RECORDS BOOK
D.B.	DEED BOOK
P.B.	PLAT BOOK
PG.	PAGE
FPL	FLORIDA POWER & LIGHT COMPANY
LB	LICENSED BUSINESS

DEVELOPMENT INFORMATION

TRACT	SIZE OF TRACT	USE
"A"	1,233,446 SQUARE FEET	WAREHOUSING FACILITIES
-	-	-

CERTIFICATION:

I HEREBY CERTIFY: THAT THERE ARE NO EXISTING UTILITIES, IMPROVEMENTS OR STRUCTURES ON THE LANDS HEREIN DESCRIBED, OTHER THAN SHOWN, AND THAT THIS TENTATIVE PLAT AS SHOWN WAS MADE UNDER MY DIRECTION IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") NUMBER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
STATE OF FLORIDA

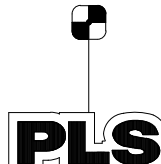
THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 8
INCLUSIVE

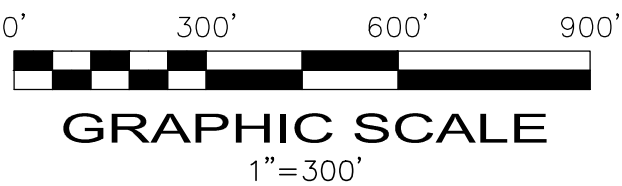
SHEET 1 OF 8

5		
4		
3		
2		
1		
NO.	REVISIONS	BY

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT

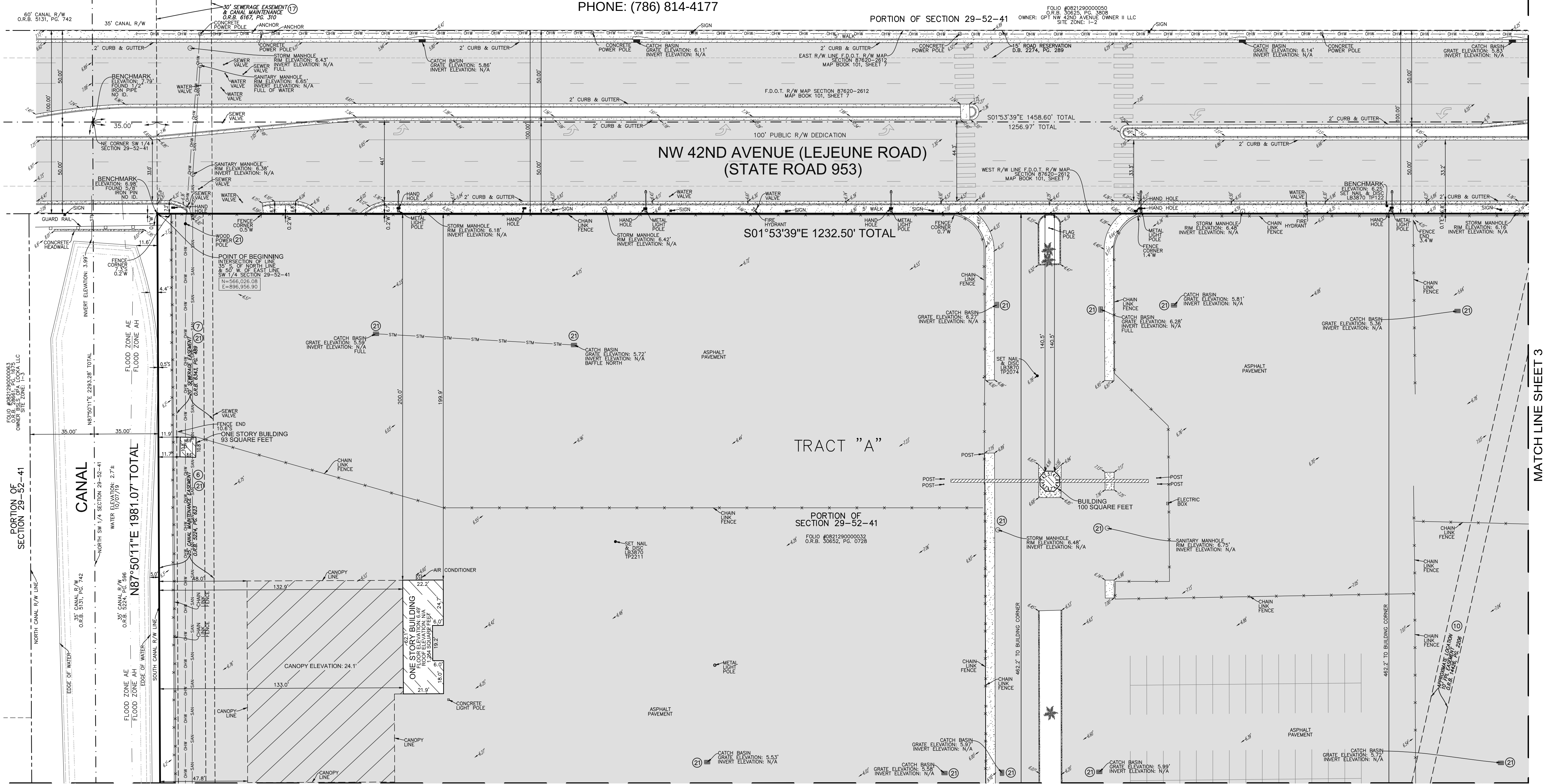
	PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 E-MAIL: surveys@pulicelandsurveyors.com WEBSITE: www.pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870	
DRAWN BY: B.E.	SCALE: 1" = 300'	FILE: FOUNDRY COMMERCIAL
CHECKED BY: J.F.P.	SURVEY DATE: 10/09/20	ORDER NO.: 66451



LEGEND

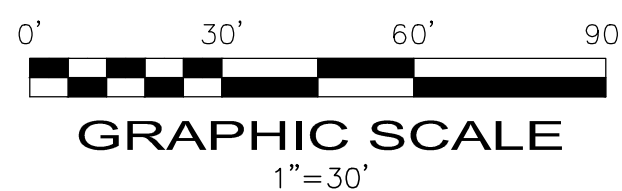
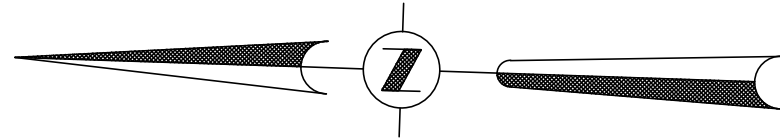
- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
- LIMITED ACCESS R/W LINE
- CENTERLINE
- OFFICIAL RECORD BOOK
- PLAT BOOK
- PAGE
- RIGHT-OF-WAY
- FLORIDA DEPT. OF TRANSPORTATION
- TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- RADIUS
- CENTRAL ANGLE
- ARC LENGTH
- FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
OWNER: GPT NW 42ND. AVENUE OWNER, LLC
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95 MERRICK WAY, SUITE 460
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PHONE: (786) 814-4177



MATCH LINE SHEET 4

MATCH LINE SHEET 3

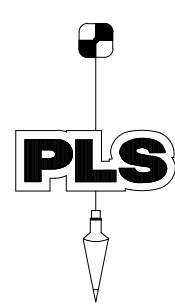


SHEET 2 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



POLICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@policeandsurveyors.com
WEBSITE: www.policeandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
- LIMITED ACCESS R/W LINE
- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT-OF-WAY
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE

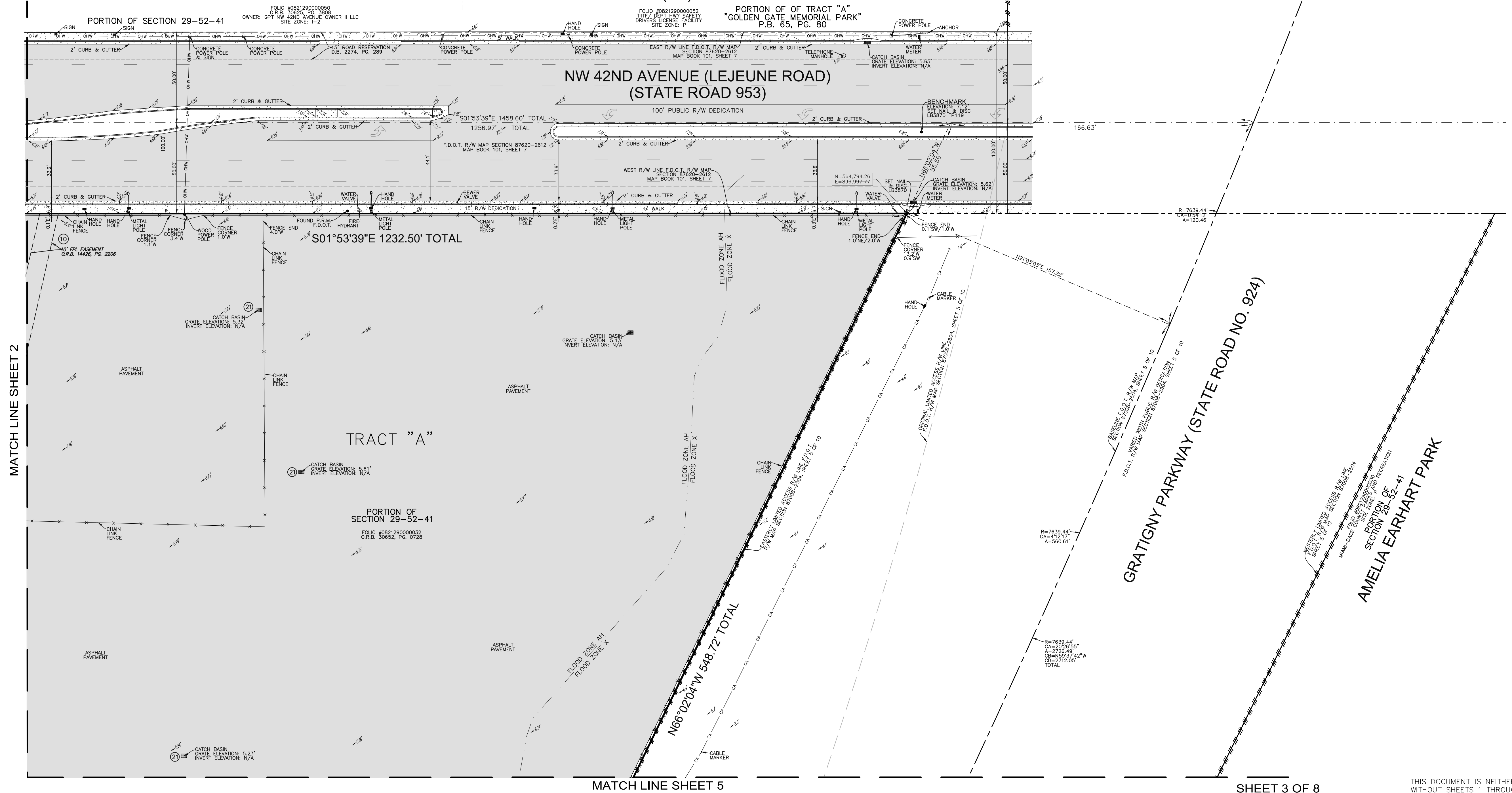
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

OF

FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
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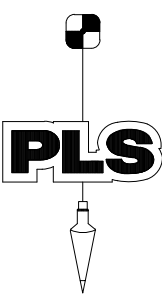
MATCH LINE SHEET 5

SHEET 3 OF 8

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FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

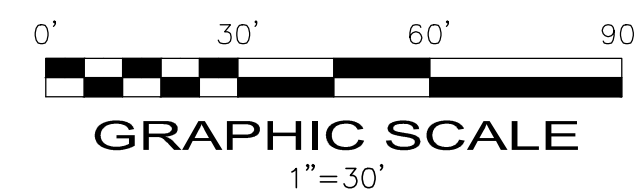
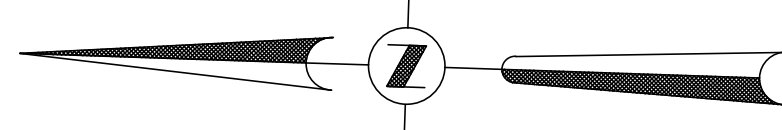


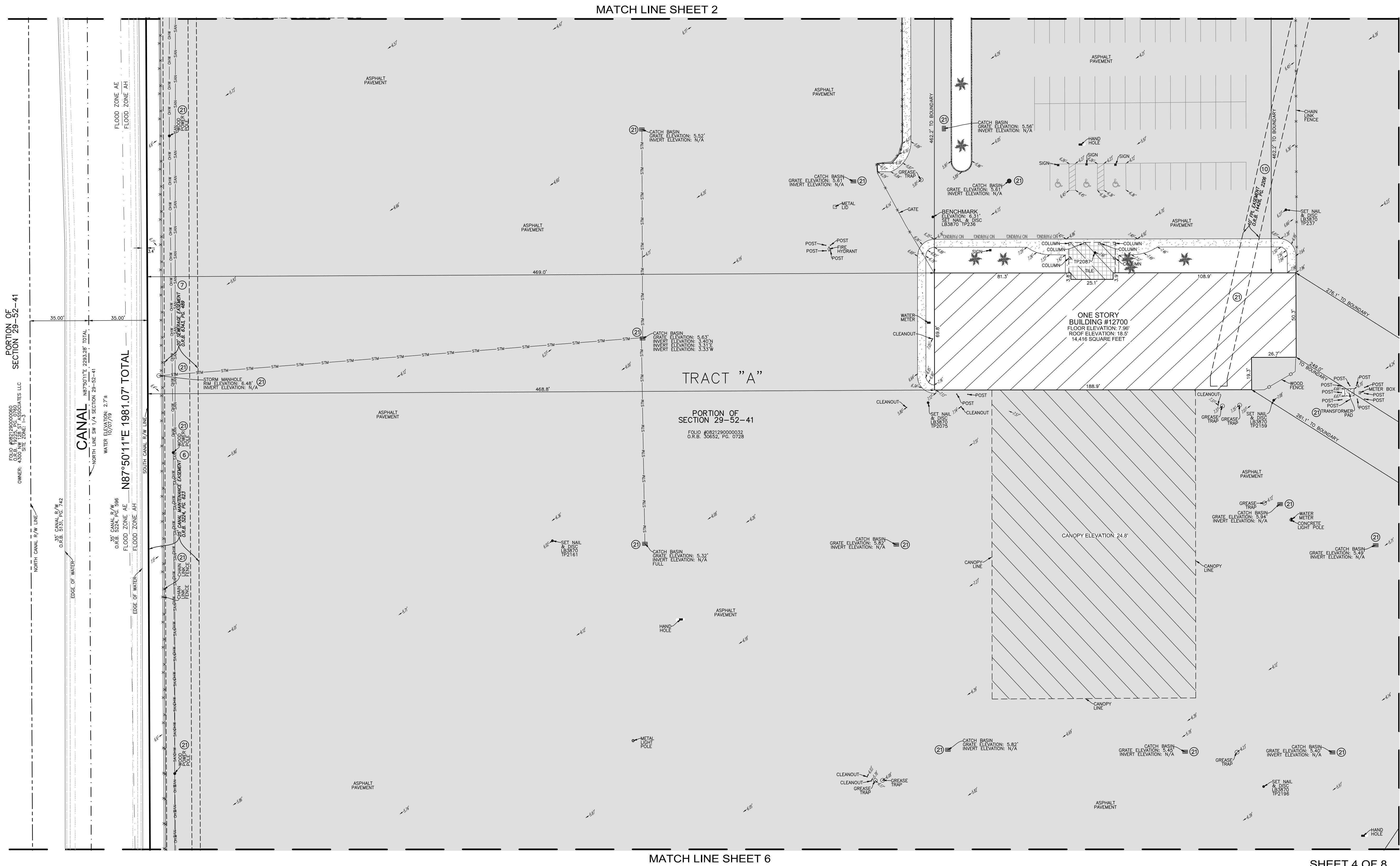
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

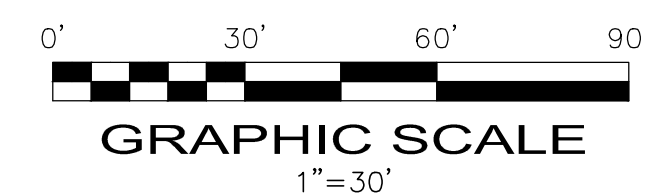
SCALE: 1" = 30'
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451





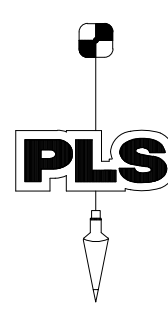
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
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SHEET 4 OF 8

FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



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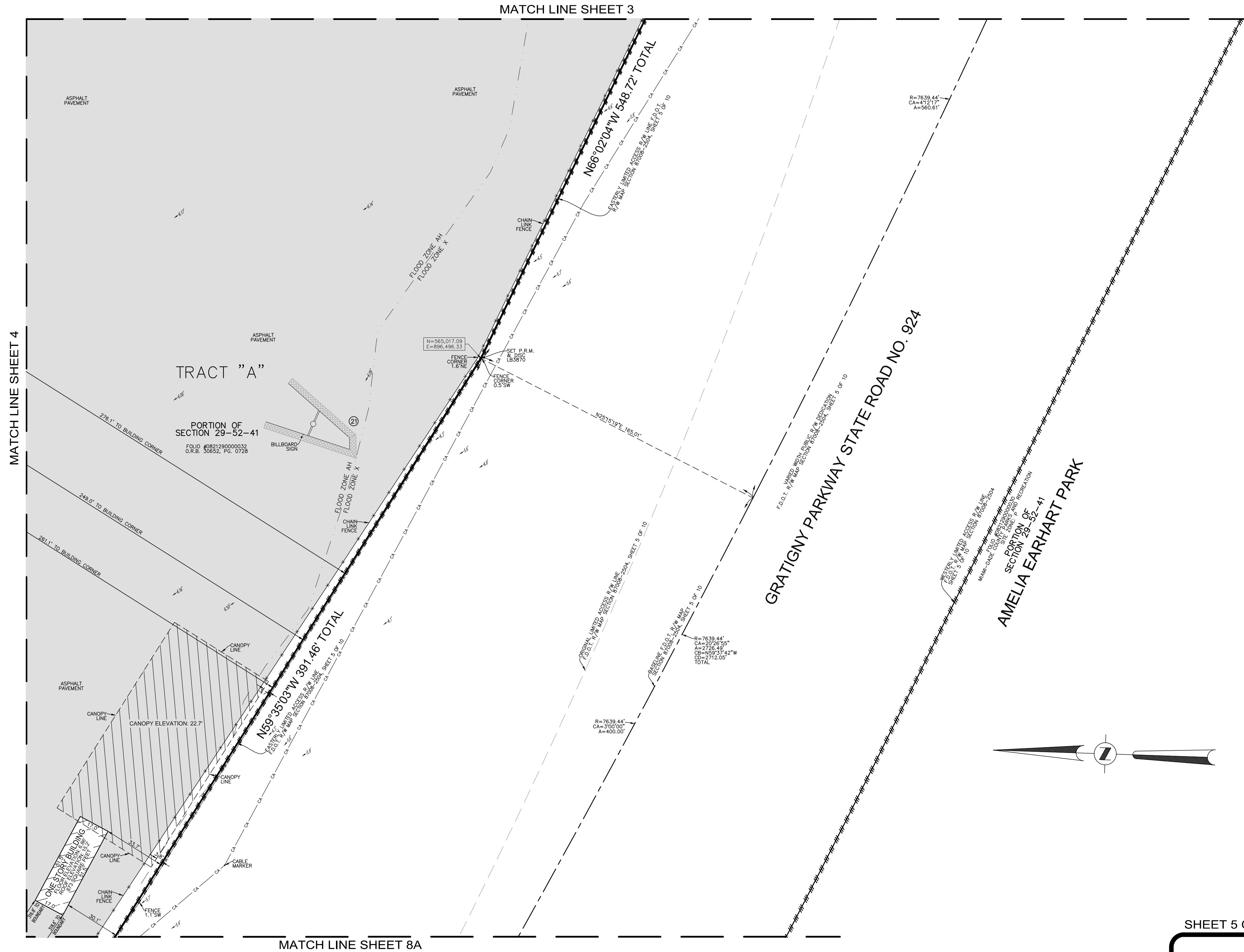
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SCALE: 1" = 30'
SURVEY DATE: 10/09/20

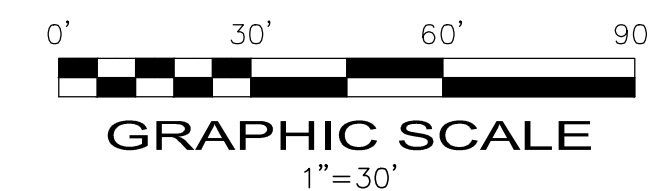
FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
	ELEVATION
	OVERHEAD WIRES
	UNDERGROUND STORM SEWER LINE
	UNDERGROUND SANITARY SEWER LINE
	UNDERGROUND CABLE LINE
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	FPL FLORIDA POWER & LIGHT COMPANY
	LICENSED BUSINESS
	PALM TREE
	BLACK OLIVE TREE



BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
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FOUNDRY OPA-LOCKA
 A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
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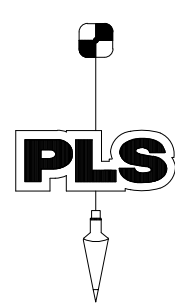


SHEET 5 OF 8

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FOUNDRY OPA-LOCKA SITE
 12700 NW LE JEUNE ROAD
 OPA-LOCKA, MIAMI-DADE COUNTY
 FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
 AND TENTATIVE PLAT**



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 CERTIFICATE OF AUTHORIZATION LB#3870

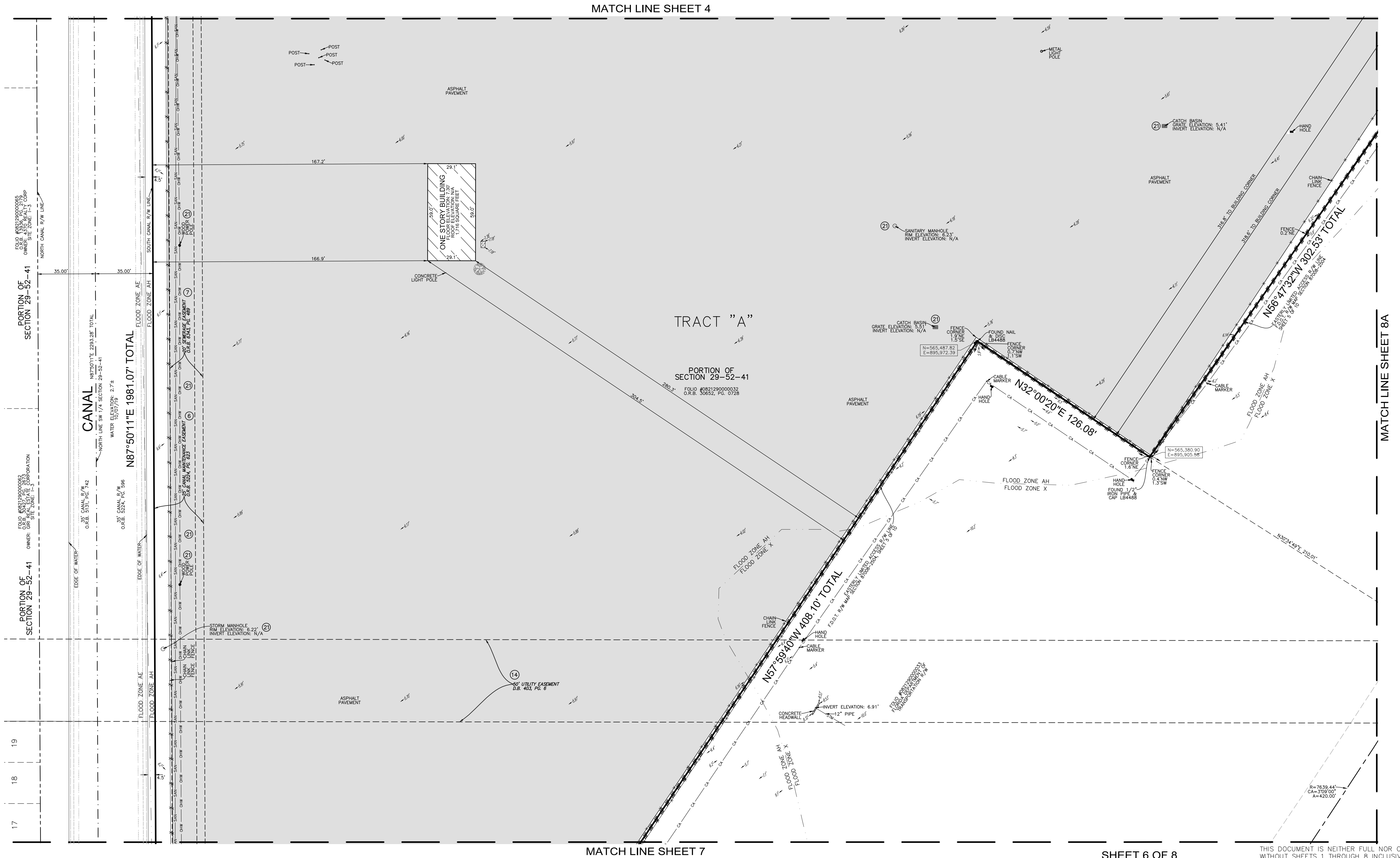
DRAWN BY: B.E.
 CHECKED BY: J.F.P.

SCALE: 1" = 30'
 SURVEY DATE: 10/09/20

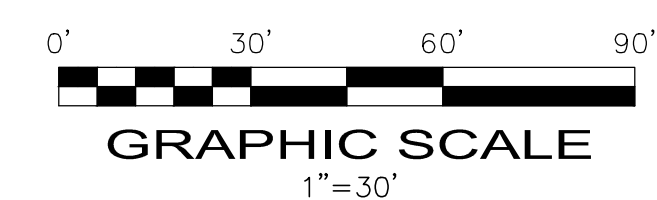
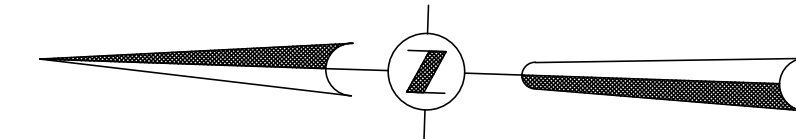
FILE: FOUNDRY COMMERCIAL
 ORDER NO.: 66451

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
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- P.G. PAGE
- R/W RIGHT-OF-WAY
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- CA CENTRAL ANGLE
- A ARC LENGTH
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- LICENSIED BUSINESS
- PALM TREE
- BLACK OLIVE TREE



BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
 A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
 CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA
 OWNER: GPT NW 42ND. AVENUE OWNER, LLC
 C/O FOUNDRY COMMERCIAL
 95 MERRICK WAY, SUITE 460
 CORAL GABLES, FLORIDA 33134
 PHONE: (786) 814-4177

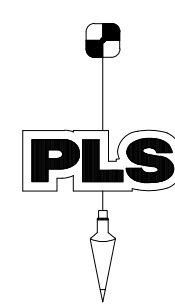


SHEET 6 OF 8

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FOUNDRY OPA-LOCKA SITE
 12700 NW LE JEUNE ROAD
 OPA-LOCKA, MIAMI-DADE COUNTY
 FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
 AND TENTATIVE PLAT**

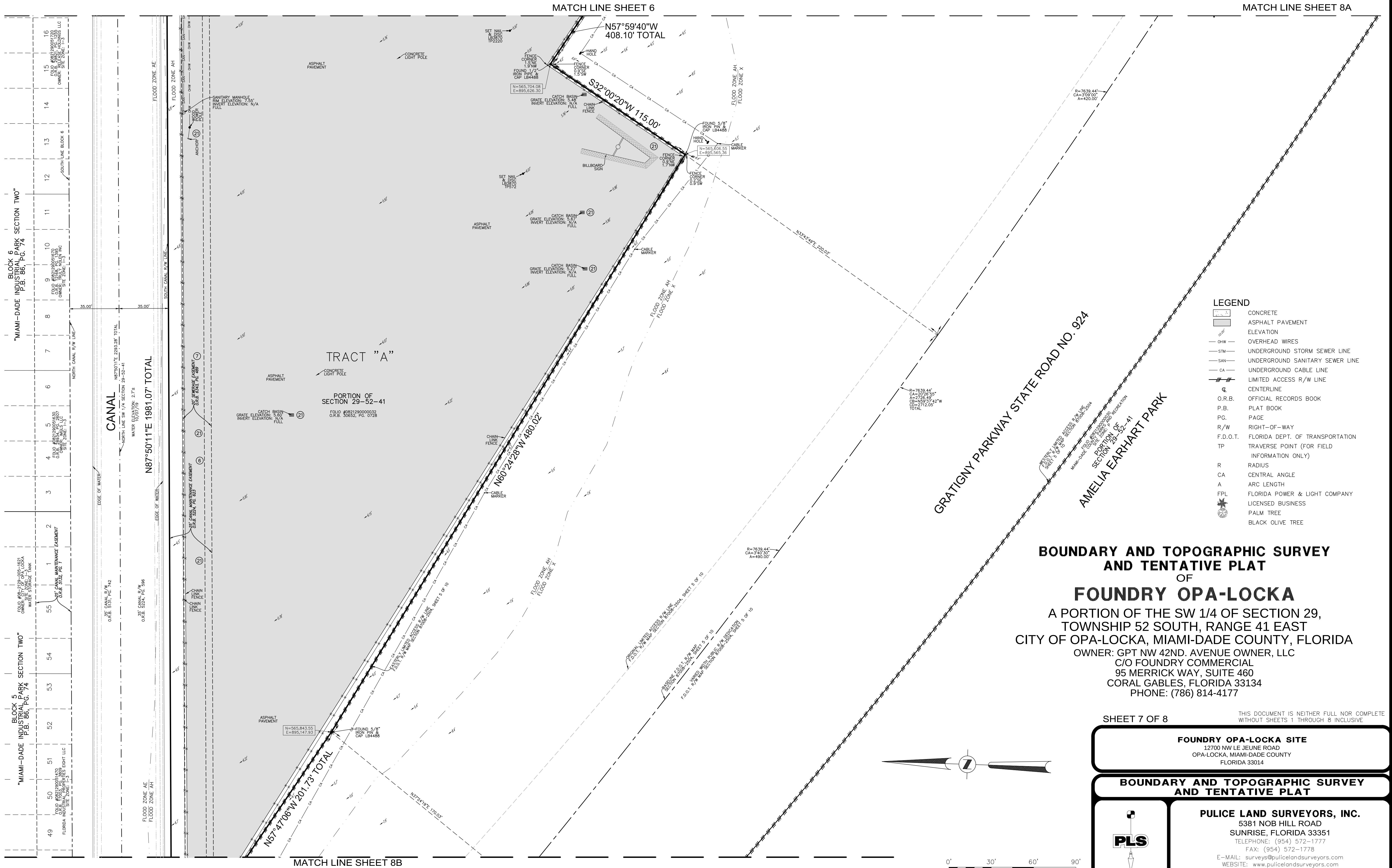


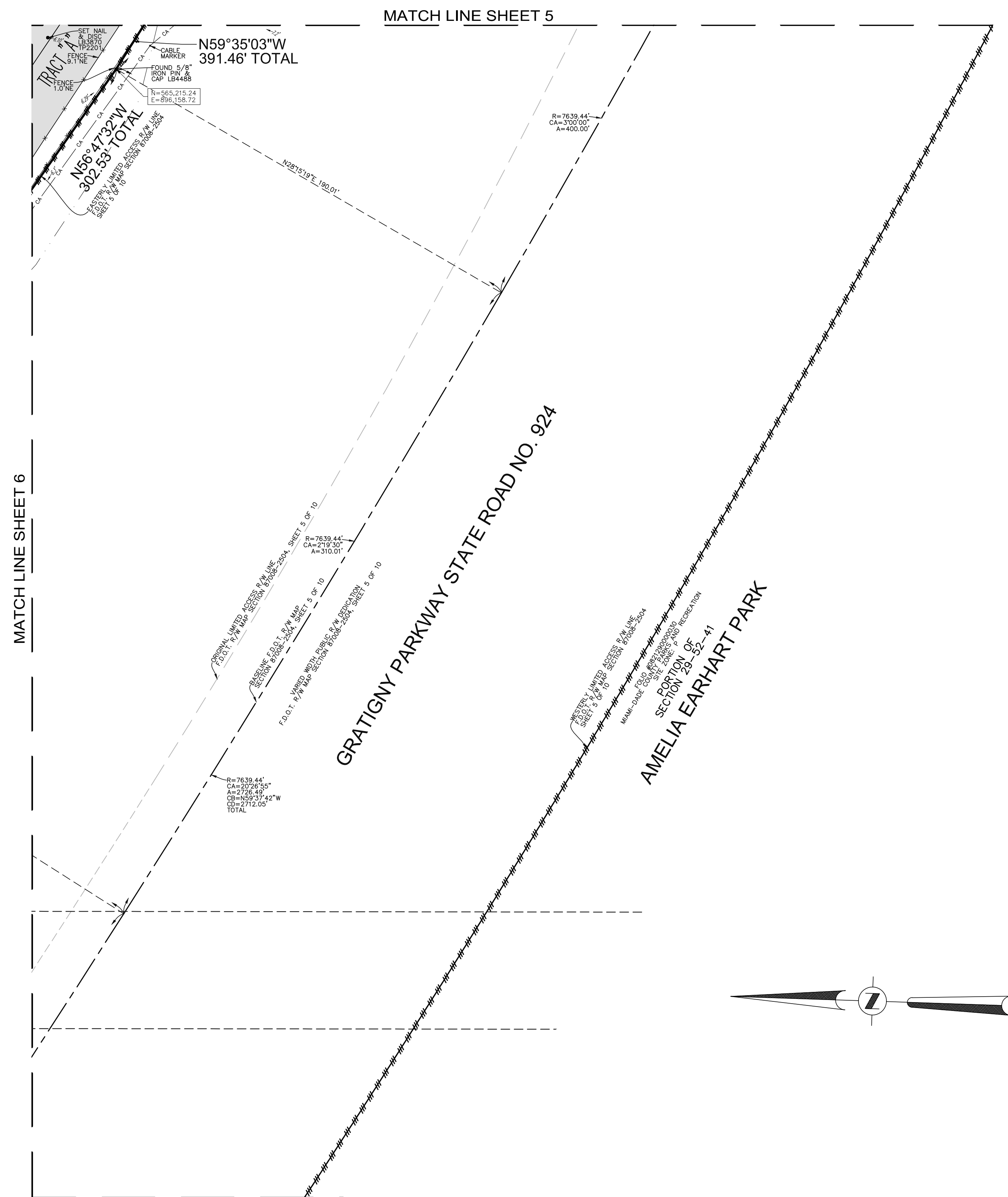
PULICE LAND SURVEYORS, INC.
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 FAX: (954) 572-1778
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 CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
 CHECKED BY: J.F.P.

SCALE: 1" = 30'
 SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
 ORDER NO.: 66451

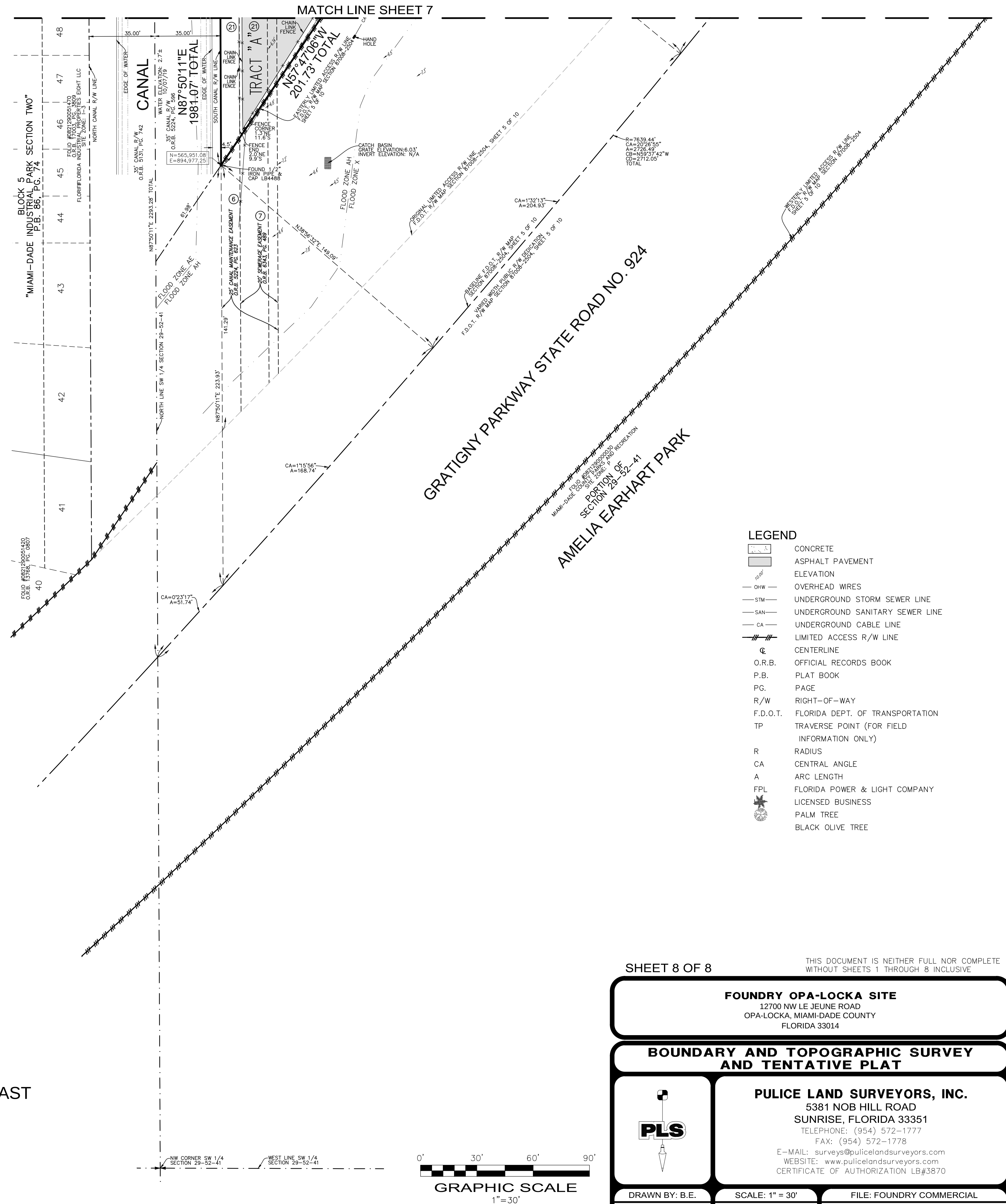




BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT OF FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

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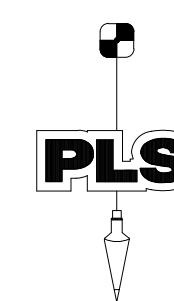


SHEET 8 OF 8

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**BOUNDARY AND TOPOGRAPHIC SURVEY
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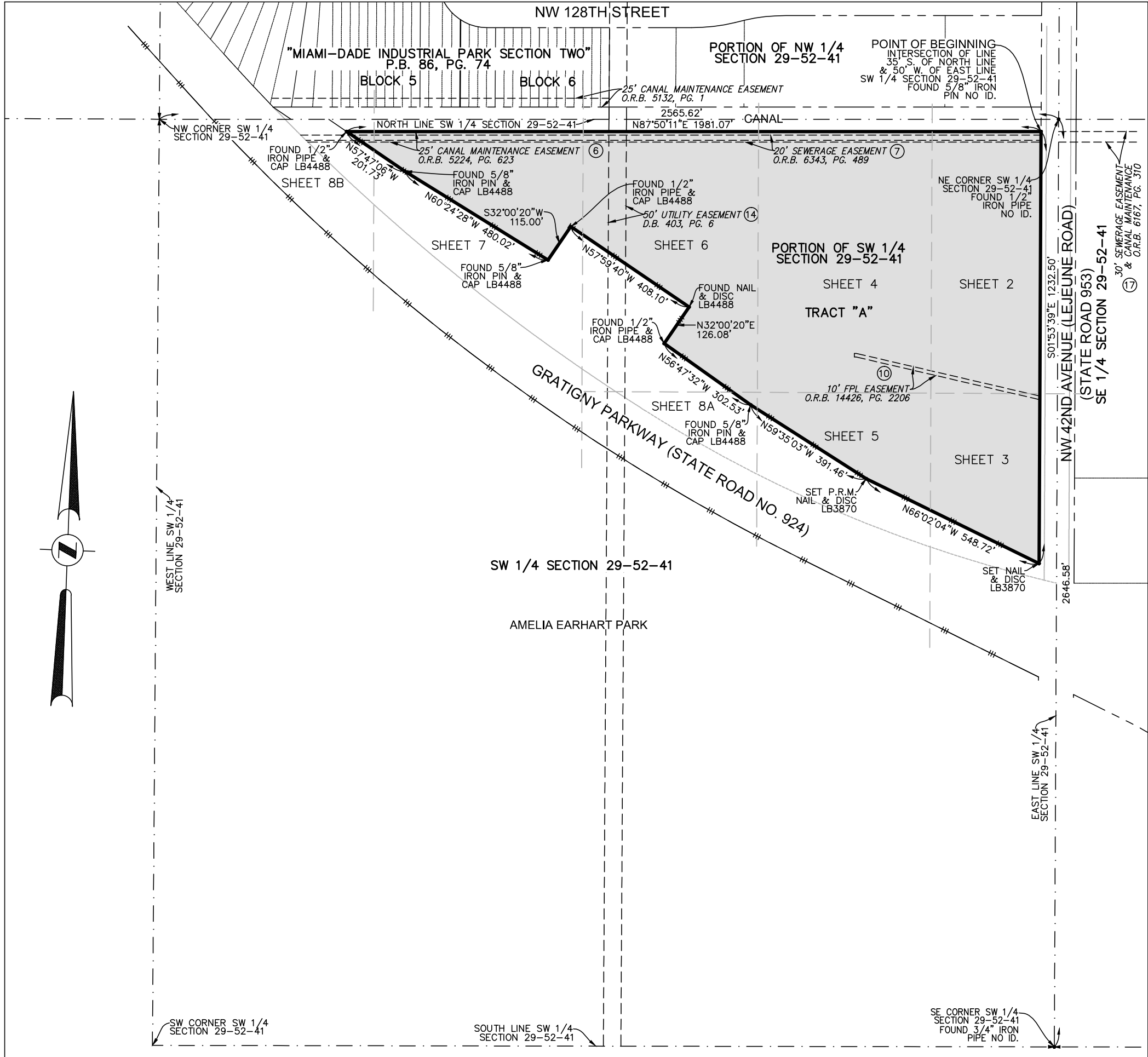
NOTES:

- 1) THIS SITE CONTAINS 1,233,446 SQUARE FEET (28.3160 ACRES) NET, 1,774,433 SQUARE FEET (40.7354 ACRES) GROSS, MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCHMARKS: N-462; ELEVATION: 7.84 FEET & N-600; ELEVATION: 7.48 FEET.
- 3) FLOOD ZONE: AH/X; BASE FLOOD ELEVATION: 7' / NONE; PANEL #120957 01121; MAP DATE: 09/11/09.
- 4) THIS SITE LIES IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 29-52-41 BEING S01°53'39"E.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
- 8) THIS SITE CONTAINS 95 TOTAL MARKED PARKING SPACES (92 REGULAR & 3 DISABLED). STORAGE PARKING SPACES WERE NOT LOCATED.
- 9) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE, ORDER NO.: 7045257, PREPARED BY CHICAGO TITLE INSURANCE COMPANY; COMMITMENT DATE: 05/22/2018 AT 11:00 PM; REVISED 10-02-18. THE FOLLOWING ITEMS ARE SCHEDULE B SECTION II EXCEPTIONS TO SAID COMMITMENT:
ITEMS 1, 2, 3 & 4-NOT ADDRESSED.
ITEM 5-RESERVATIONS IN DEED NO. 16,571 IN D.B. 176, PG. 339, AND PARTIALLY RELEASED IN O.R.B. 12165, PG. 1029, O.R.B. 12165, PG. 1030, O.R.B. 12288, PG. 2349, AND O.R.B. 14477, PG. 1787, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 6-EASEMENT FOR CANAL MAINTENANCE IN O.R.B. 5224, PG. 623, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 7-EASEMENT IN O.R.B. 6343, PG. 489, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 8-COVENANTS, CONDITIONS AND RESTRICTIONS IN COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3047, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 9-COVENANTS, CONDITIONS AND RESTRICTIONS IN O.R.B. 14449, PG. 352, APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 10-EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY IN O.R.B. 14426, PG. 2206, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 11-UNITY OF TITLE IN O.R.B. 14449, PG. 348, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 12-AGREEMENT FOR CONSTRUCTION OF SANITARY SEWAGE FACILITIES IN O.R.B. 14449, PG. 356, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 13-NOT ADDRESSED.
ITEM 14-UTILITY EASEMENT IN D.B. 403, PG. 6, APPLIES TO THIS SITE AS DEPICTED HEREON.
ITEM 15-MINERAL RESERVATIONS IN DEED NO. 1770 IN D.B. 2457, PG. 29, CANAL AND EASEMENT RESERVATIONS RELEASED IN D.B. 4224, PG. 299, IN O.R.B. 6284, PG. 101, AS AFFECTED BY NON-USE COMMITMENT IN O.R.B. 14415, PG. 1568, DO NOT APPLY TO THIS SITE.
ITEM 16-AVIGATION EASEMENT IN O.R.B. 3498, PG. 209, DOES NOT APPLY TO THIS SITE.
ITEM 17-EASEMENT FOR SEWAGE FACILITY AND CANAL MAINTENANCE IN O.R.B. 6167, PG. 310, DEPICTED HEREON, DOES NOT APPLY TO THIS SITE.
ITEM 18-COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PG. 3044, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 19-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 707, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 20-MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PG. 711, APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
ITEM 21-LISTED SURVEY MATTERS ARE DEPICTED HEREON.
- 10) ALL RECORDED DOCUMENTS ARE PER MIAMI-DADE COUNTY RECORDS.
- 11) STATE PLANE COORDINATES ARE BASED ON FIELD OBSERVATION AND ARE TO NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. BEARINGS ARE NOT BASED ON STATE PLANE COORDINATES.
- 12) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 13) THERE ARE NO KNOWN PROPOSED CHANGES TO THE ADJACENT RIGHTS-OF-WAY.
- 14) THERE WAS NO FIELD DELINEATION OF WETLANDS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 15) THERE WAS NO OBSERVABLE EVIDENCE OF EASEMENTS OTHER THAN THOSE SHOWN HEREON.
- 16) NUMBER OF PROPOSED TRACTS: 1.
- 17) DADE COUNTY FLOOD CRITERIA: 6.2 FEET PER PLAT BOOK 120, PAGE 13, SHEET 2 OF 5, DATED MARCH 1982.
- 18) PARCEL TO BE SERVED BY MIAMI-DADE WATER AND SEWER DEPARTMENT.
- 19) THIS SITE ENCOMPASSES ALL OF FOLIO NUMBER: 0821290000032.
- 20) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: FOUNDRY COMMERCIAL; CHICAGO TITLE INSURANCE COMPANY.
- 20) SITE ZONE: B-3 COMMERCIAL INTENSIVE BUSINESS DISTRICT/MXUD CORRIDOR MIXED USE OVERLAY DISTRICT. SETBACK REQUIREMENTS:
FRONT-15'
SIDE, INTERIOR LOT-0'
SIDE, CORNER-15'
SIDE, INTERIOR-15'
REAR-15'
MAXIMUM BUILDING HEIGHT:
6 STORIES OR 65'
MINIMUM SITE AREA:
10,000 S.F.
MAXIMUM FLOOR AREA:
RATIO: 3.0
PARKING SPACE REQUIREMENT:
1ST 5,000 S.F.-1 PER 1,000 S.F.
5,000+ S.F.-1 PER 500 S.F.
1 PER 400 S.F. BUILDING AREA
2,515 SPACES REQUIRED

CONTACT PERSON INFORMATION	
PULICE LAND SURVEYORS INC. - JANE STORMS	
TELEPHONE NUMBER: 954-572-1777	
FAX NUMBER: 954-572-1778	
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM	

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
FOUNDRY OPA-LOCKA
A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

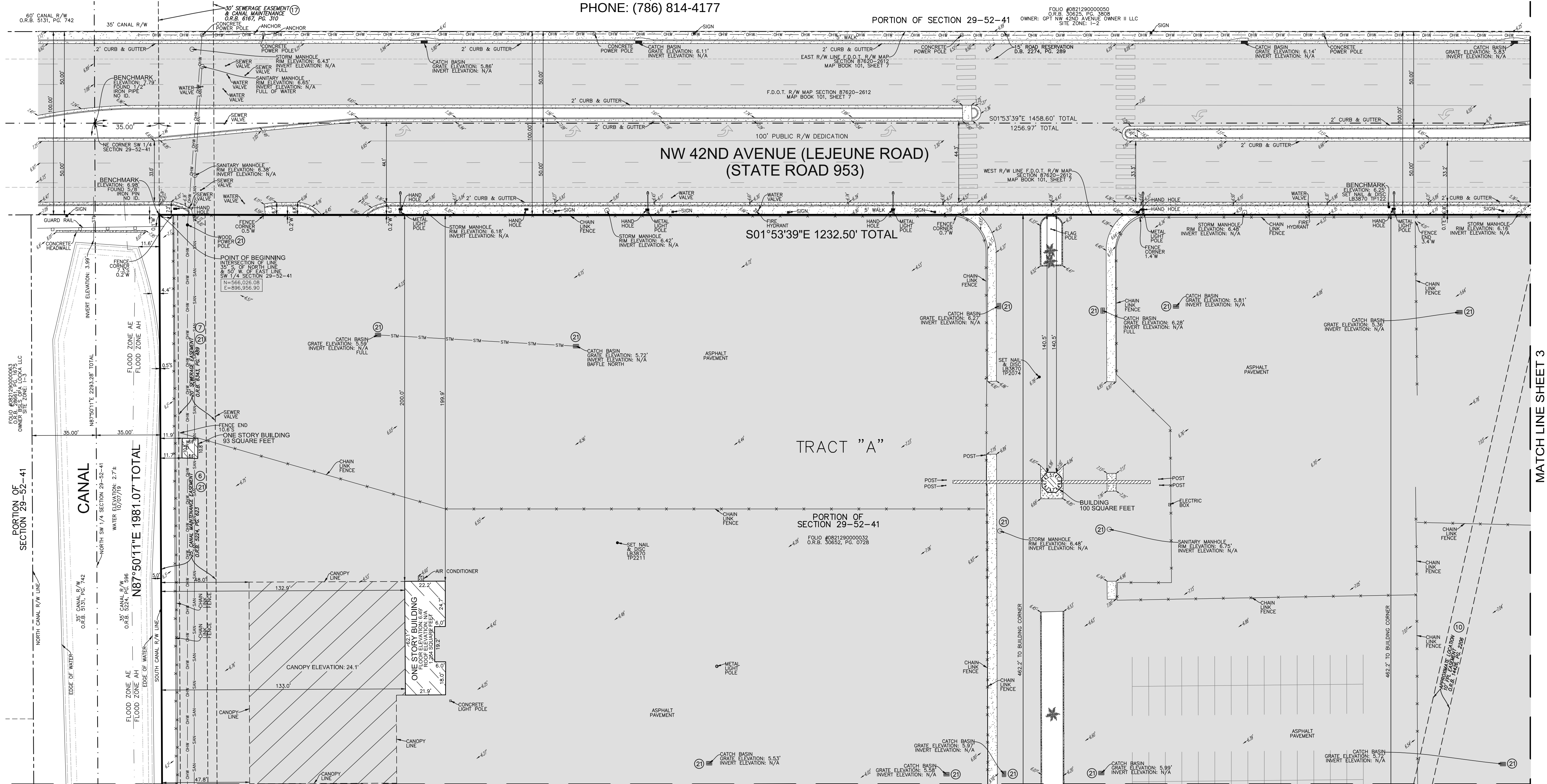
OWNER: GPT NW 42ND. AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



LEGEND

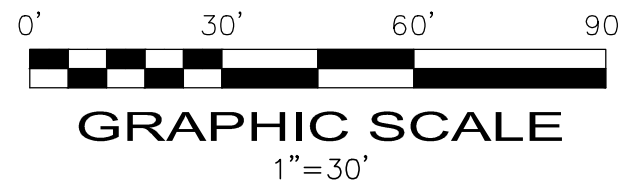
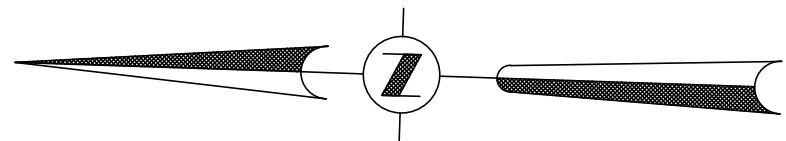
- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
- LIMITED ACCESS R/W LINE
- CENTERLINE
- OFFICIAL RECORD BOOK
- PLAT BOOK
- PAGE
- RIGHT-OF-WAY
- FLORIDA DEPT. OF TRANSPORTATION
- TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- RADIUS
- CENTRAL ANGLE
- ARC LENGTH
- FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT OF FOUNDRY OPA-LOCKA A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA OWNER: GPT NW 42ND. AVENUE OWNER, LLC C/O FOUNDRY COMMERCIAL 95 MERRICK WAY, SUITE 460 CORAL GABLES, FLORIDA 33134 PHONE: (786) 814-4177



MATCH LINE SHEET 4

MATCH LINE SHEET 3

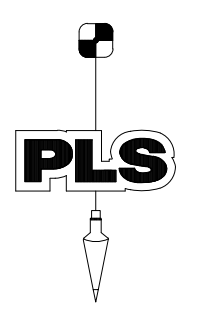


SHEET 2 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT



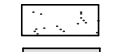
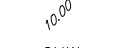
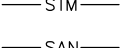
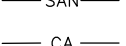
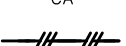
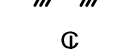
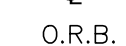
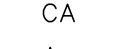
POLICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@policeandsurveyors.com
WEBSITE: www.policeandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
CHECKED BY: J.F.P.

SCALE: 1" = 30'
SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
ORDER NO.: 66451

LEGEND

-  CONCRETE
-  ASPHALT PAVEMENT
-  ELEVATION
-  OVERHEAD WIRES
-  UNDERGROUND STORM SEWER LINE
-  UNDERGROUND SANITARY SEWER LINE
-  UNDERGROUND CABLE LINE
-  LIMITED ACCESS R/W LINE
-  CENTERLINE
-  O.R.B.
-  P.B.
-  PG.
-  R/W
-  F.D.O.T.
-  TP
-  R
-  CA
-  A
-  FPL
-  LICENSED BUSINESS
-  PALM TREE
-  BLACK OLIVE TREE

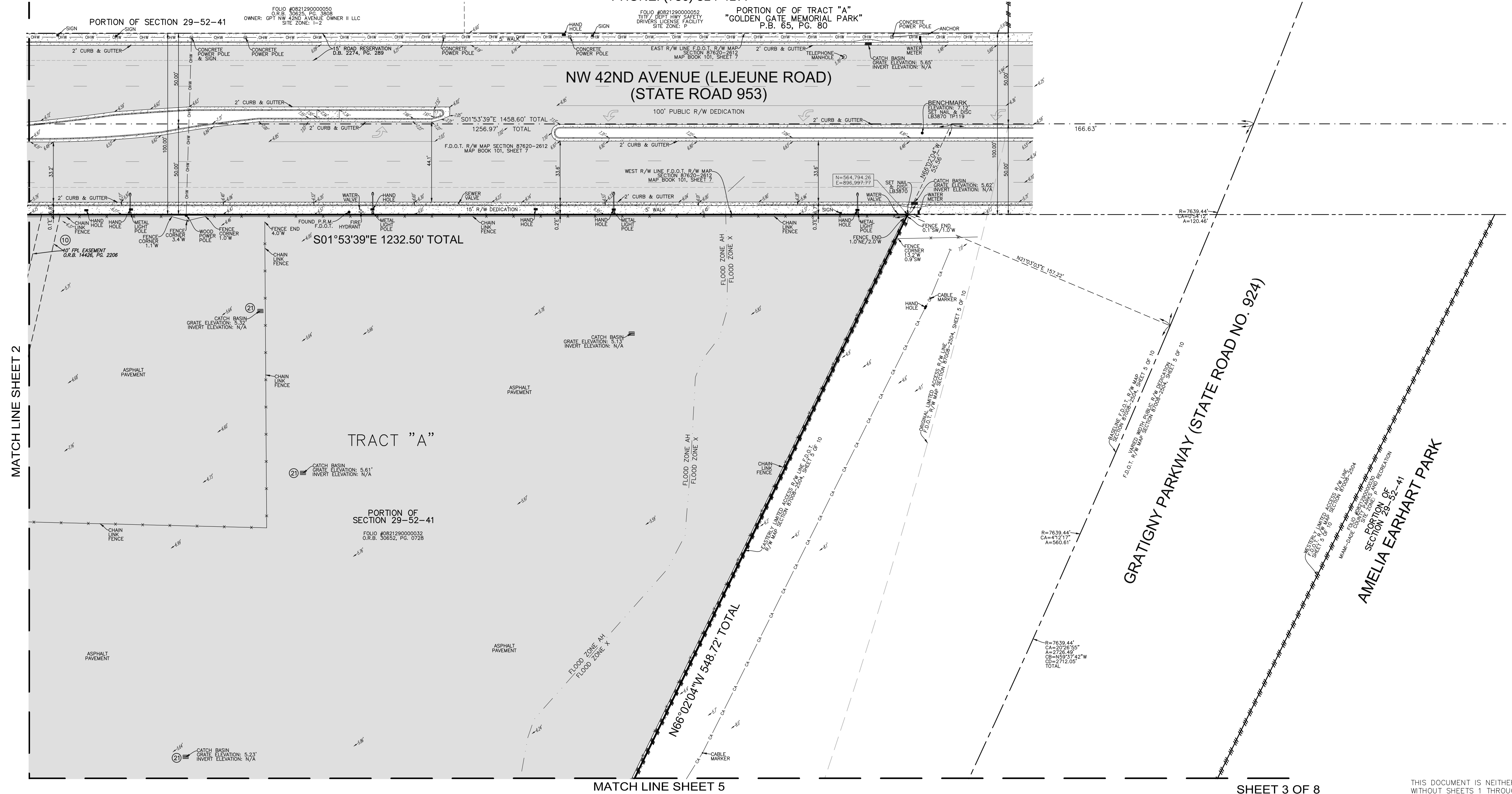
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

OF

FOUNDRY OPA-LOCKA

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
CITY OF OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

OWNER: GPT NW 42ND AVENUE OWNER, LLC
C/O FOUNDRY COMMERCIAL
95 MERRICK WAY, SUITE 460
CORAL GABLES, FLORIDA 33134
PHONE: (786) 814-4177



MATCH LINE SHEET 5

SHEET 3 OF 8

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FOUNDRY OPA-LOCKA SITE
12700 NW LE JEUNE ROAD
OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT

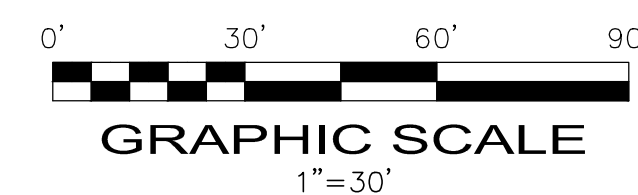
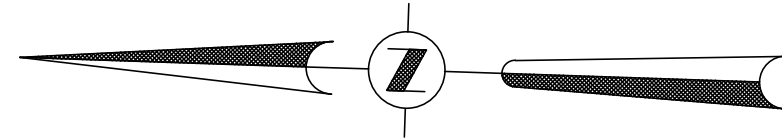


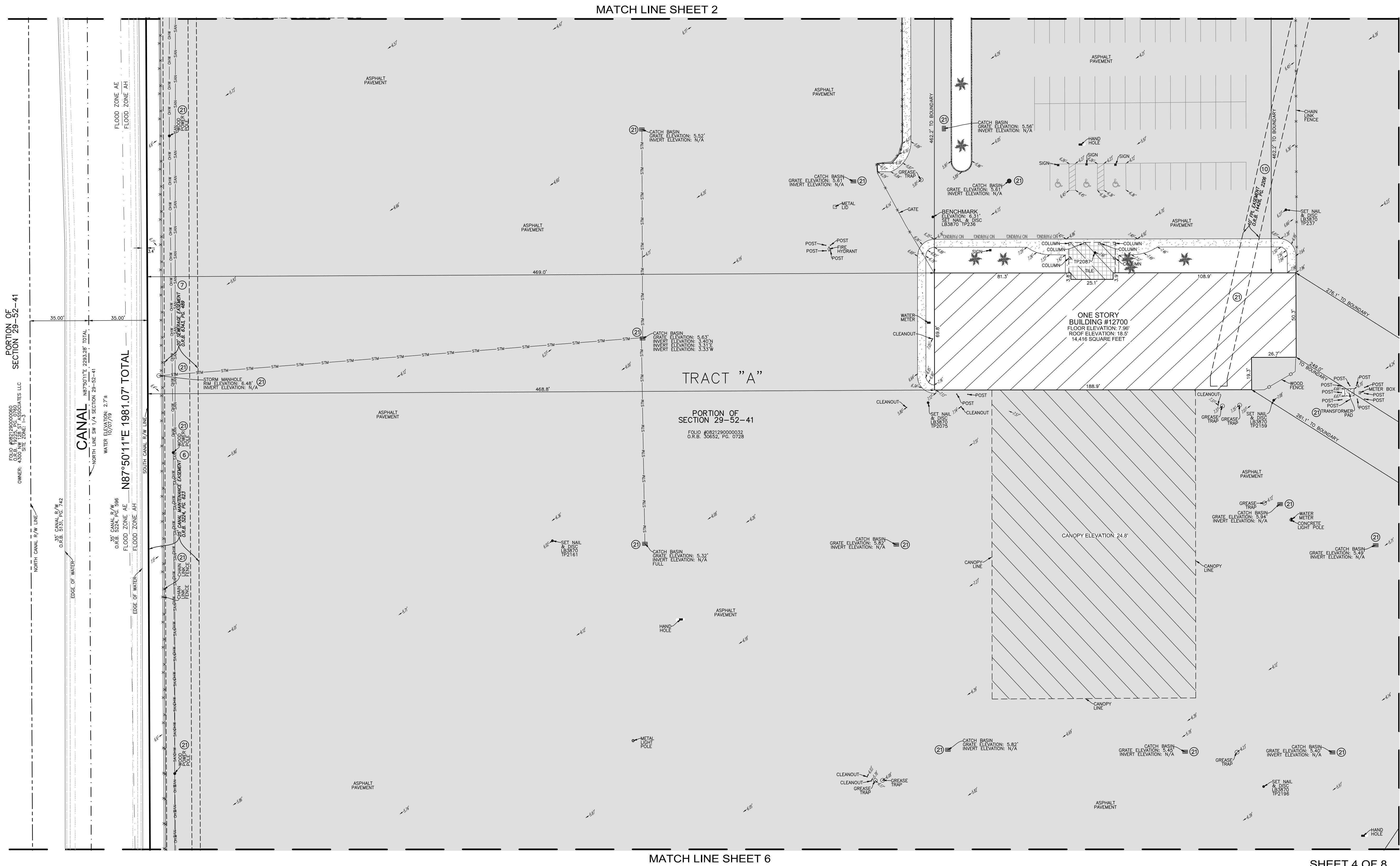
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
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FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
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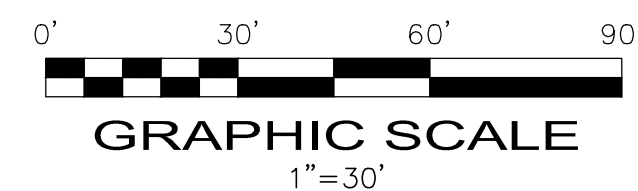
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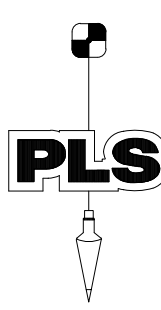
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SHEET 4 OF 8

FOUNDRY OPA-LOCKA SITE
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FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**



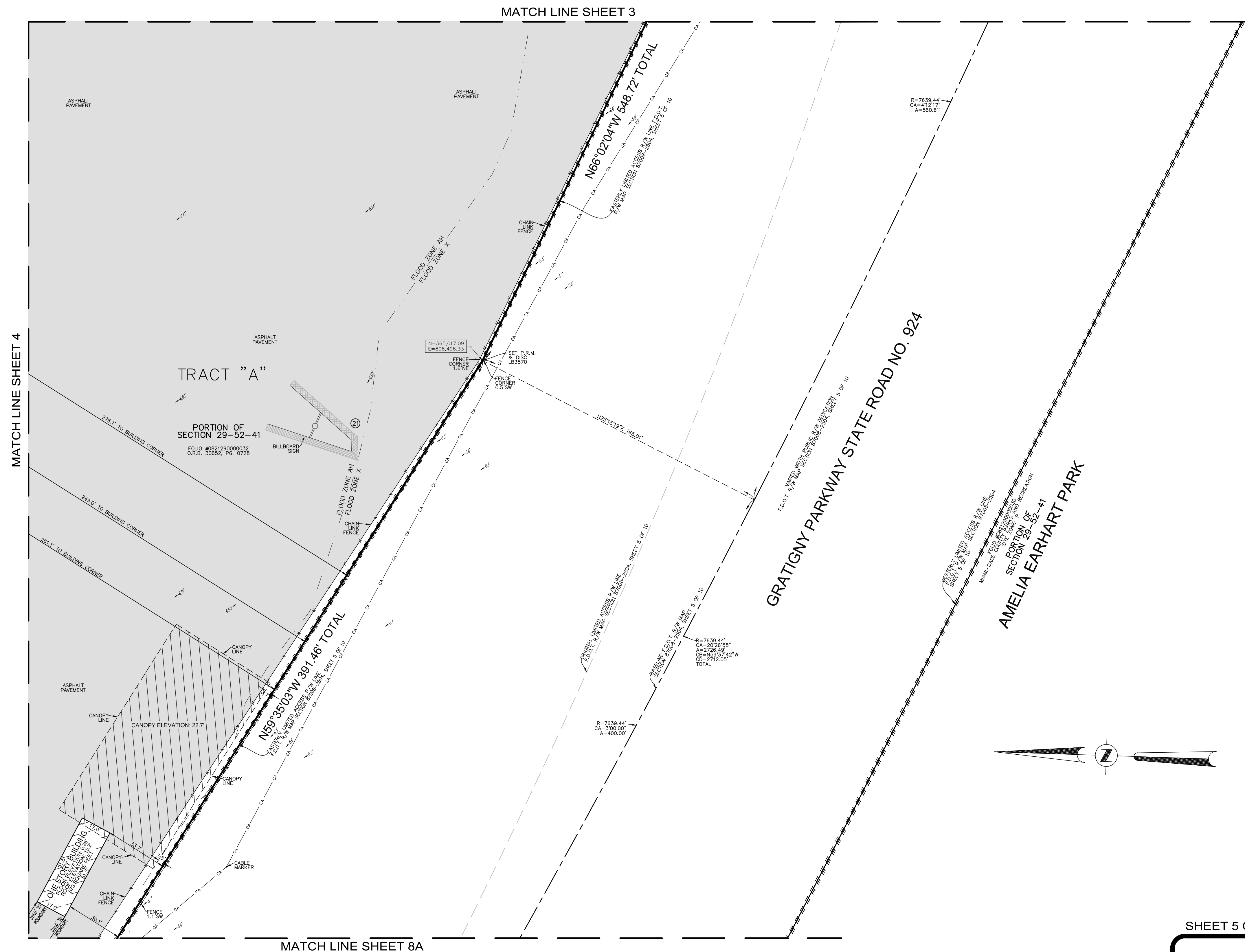
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	ASPHALT PAVEMENT
	ELEVATION
	OVERHEAD WIRES
OHW	UNDERGROUND STORM SEWER LINE
STM	UNDERGROUND SANITARY SEWER LINE
SAN	UNDERGROUND CABLE LINE
CA	LIMITED ACCESS R/W LINE
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R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.G.	PAGE
R/W	RIGHT-OF-WAY
F.D.O.T.	FLORIDA DEPT. OF TRANSPORTATION
TP	TRaverse POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
FPL	FLORIDA POWER & LIGHT COMPANY
	LICENSED BUSINESS
	PALM TREE
	BLACK OLIVE TREE



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BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT



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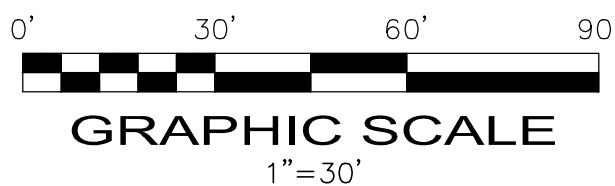
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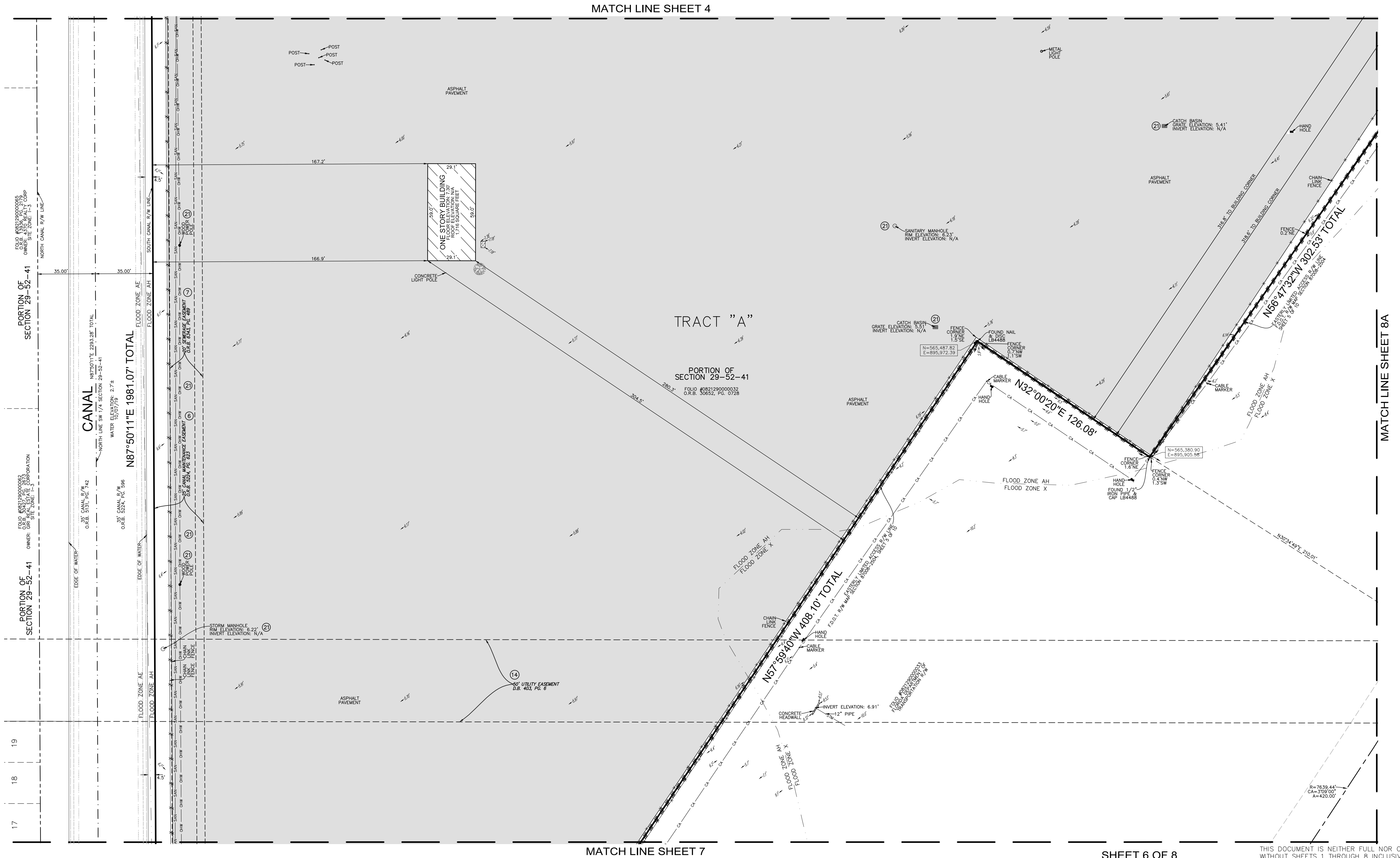
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BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
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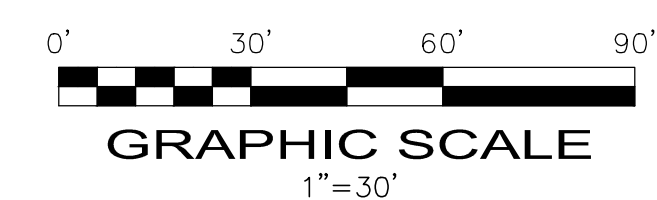
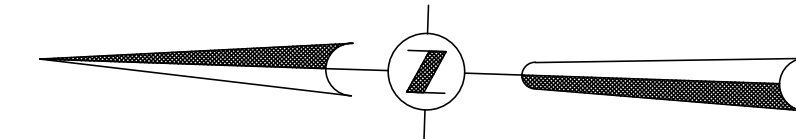


LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OVERHEAD WIRES
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND CABLE LINE
- LIMITED ACCESS R/W LINE
- CENTERLINE
- Q.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT-OF-WAY
- F.D.O.T. FLORIDA DEPT. OF TRANSPORTATION
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LICENSED BUSINESS
- PALM TREE
- BLACK OLIVE TREE



BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
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 CORAL GABLES, FLORIDA 33134
 PHONE: (786) 814-4177



SHEET 6 OF 8

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 12700 NW LE JEUNE ROAD
 OPA-LOCKA, MIAMI-DADE COUNTY
 FLORIDA 33014

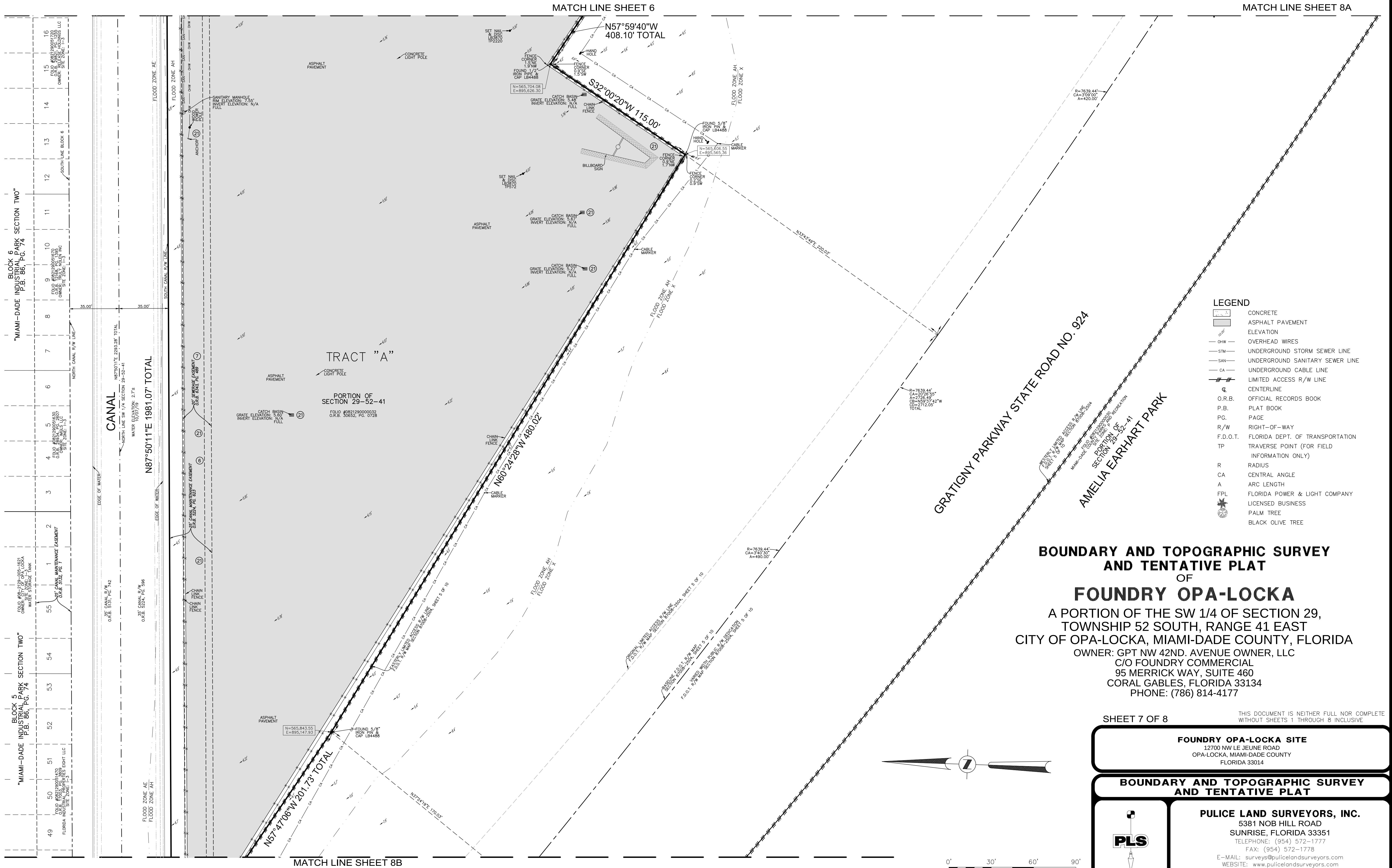
BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT

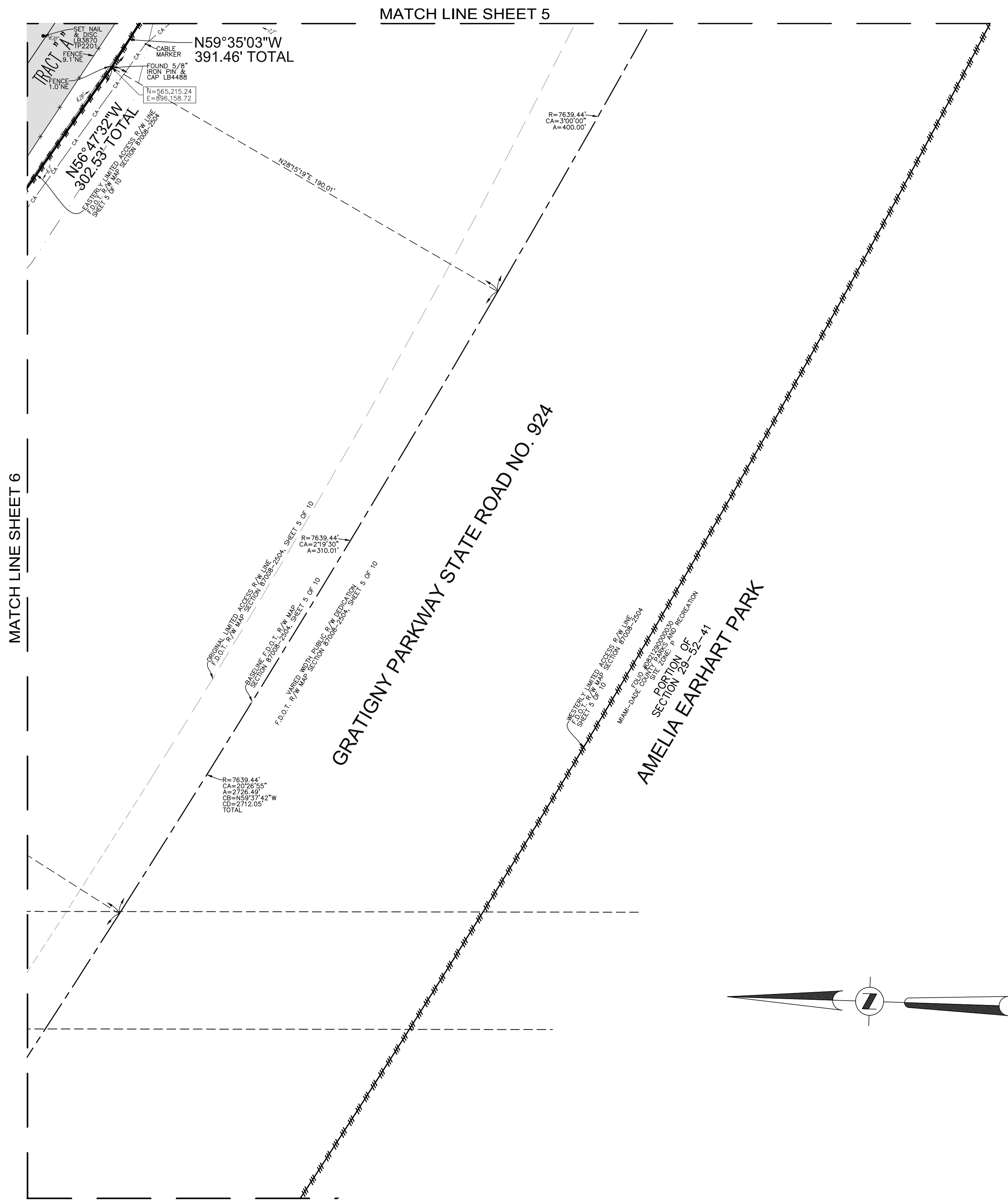
PULICE LAND SURVEYORS, INC.
 5381 NOB HILL ROAD
 SUNRISE, FLORIDA 33351
 TELEPHONE: (954) 572-1777
 FAX: (954) 572-1778
 E-MAIL: surveys@pulicelandsurveyors.com
 WEBSITE: www.pulicelandsurveyors.com
 CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.
 CHECKED BY: J.F.P.

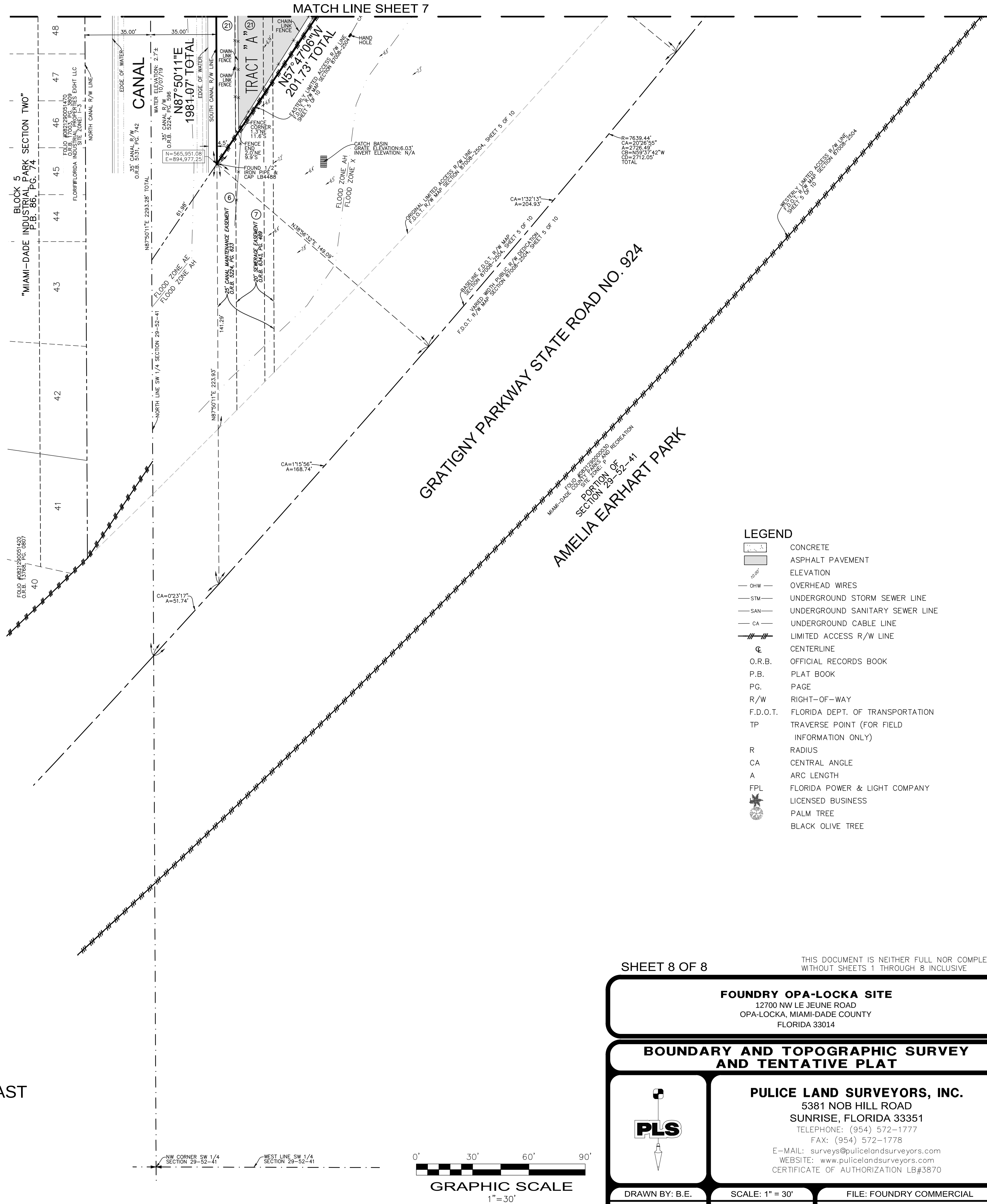
SCALE: 1" = 30'
 SURVEY DATE: 10/09/20

FILE: FOUNDRY COMMERCIAL
 ORDER NO.: 66451





BOUNDARY AND TOPOGRAPHIC SURVEY AND TENTATIVE PLAT
OF
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SHEET 8 OF 8

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OPA-LOCKA, MIAMI-DADE COUNTY
FLORIDA 33014

**BOUNDARY AND TOPOGRAPHIC SURVEY
AND TENTATIVE PLAT**

PLS

PULICE LAND SURVEYORS, INC.
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SUNRISE, FLORIDA 33351
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